

RESOLUTION NO. 2017-231

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 17-44 AND TO EXECUTE AN AGREEMENT FOR WOODLAWN ROAD PHASE 2 IMPROVEMENTS

RECITALS

WHEREAS, the County desires to enter into contract with R.B. Baker Construction, a division of Reeves Construction Company to provide services for the Woodlawn Road Phase 2 Improvements; and

WHEREAS, the scope of the Project is to furnish all labor, materials, and equipment necessary for the widening of Woodlawn Road. Included in this project are drainage culvert construction, drainage pipe removal, sidewalk removal and construction, driveway removal and construction, asphalt removal and construction, vegetation removal and replacement, striping removal and replacement, detectable warning construction, curb and gutter construction, utility coordination, ditch grading and excavation, restoring and armoring ditches, erosion control, sodding, television of pipes, and maintenance of traffic; and;

WHEREAS, through the County's formal Bid process, R.B. Baker Construction, a division of Reeves Construction Company was selected as the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into a contract to complete the work services serves a public purpose; and;

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 17-44 for Woodlawn Road Phase 2 Improvements to R.B. Baker Construction, a division of Reeves Construction Company in the amount of one million, five hundred eighty-nine thousand, seven hundred fifty-three dollars and sixty cents (\$1,589,753.60) and to execute a contract for the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid No. 17-44.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of July, 2017.

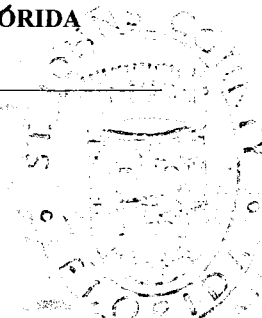
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

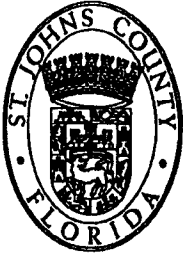
By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman Deputy Clerk

RENDITION DATE 7/20/17





**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084


I N T E R O F F I C E M E M O R A N D U M

TO: John Burnham – St. Johns County Engineering Department
FROM: David Klages, Contract Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 17-44; Woodlawn Road Phase 2
Improvements
DATE: June 21, 2017

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval 

Date 6/22/17

Budget Amount \$1,862,710

Account Funding Title ITF

Funding Charge Code 1188-56330-5177-52301 1114-56330-5177-56301 \$ 850,753.60
\$ 739,000.00

Award to R.B. BAKER, INC. Construction

Award Amount \$1,589,753.60

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE WOODLAWN ROAD PHASE 2 IMPROVEMENTS

OPENED BY DAVID KLAGES
 TABULATED BY LEIGH DANIELS
 VERIFIED BY DAVID KLAGES

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
 DECISION WITH RESPECT TO THE AWARD OF ANY BID,
 SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
 ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT
 FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
 HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
 HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
 PROTEST PROCEDURES MAY BE OBTAINED IN THE
 PURCHASING DEPARTMENT.

BID NUMBER 17-44
 OPENING DATE/TIME June 21, 2017 2:00 PM

POSTING DATE/TIME 06/21/17 3:00 PM
 FROM 06/21/17 3:00 PM
 UNTIL 06/23/17 3:00 PM

BIDDERS	BASE BID (LIMEROCK)	BASE BID ALTERNATE #1 (ASPHALT)	BID BOND	ADDENDA 1 - 4	Attachments A - H	Attended Mandatory Pre-Bid Meeting
G&H UNDERGROUND CONSTRUCTION, INC.	\$2,160,286.78	\$2,318,329.90	YES	YES	YES	Yes
BESCH & SMITH CIVIL GROUP, INC.	\$1,850,661.68	\$1,990,113.44	YES	YES	YES	Yes
WATSON CIVIL CONSTRUCTION, INC.	\$1,665,293.00	\$1,852,720.50	YES	YES	YES	Yes
FLORIDA SAFETY CONTRACTORS	\$2,063,455.80	\$2,261,055.80	YES	YES	YES	Yes
R.B. BAKER CONSTRUCTION	\$1,468,090.65	\$1,589,753.60	YES	YES	YES	Yes
VJ USINA CONTRACTING, INC.	\$1,921,600.00	\$2,061,150.00	YES	YES	YES	Yes
CGC, INC.	\$1,665,747.00	\$1,827,083.00	YES	YES	YES	Yes

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received until **2:00 P.M. on Wednesday, June 21, 2017**, by David Klages, Contract Coordinator, phone number (904) 209-0166, **St. Johns County Purchasing Department** located at **500 San Sebastian View, St. Augustine, Florida 32084** for **Bid No. 17-44; Woodlawn Road Phase 2 Improvements**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids must be delivered or received in the Purchasing Department by the 2:00 P.M. deadline shall not be given consideration and shall be returned to sender unopened.

Scope of Work:

The scope of work for this project is to furnish all labor, materials, and equipment necessary for the widening of Woodlawn Road. Included in this project are drainage culvert construction, drainage pipe removal, sidewalk removal and construction, driveway removal and construction, asphalt removal and construction, vegetation removal and replacement, striping removal and replacement, detectable warning construction, curb and gutter construction, utility coordination, ditch grading and excavation, restoring and armoring ditches, erosion control, sodding, television of pipes, and maintenance of traffic.

There will be a **Mandatory Pre-Bid Conference** held on **Friday, May 26, 2017 at 11:00 A.M.** at the Aviles Conference Room in the **St Johns County Administration Building, 500 San Sebastian View, St. Augustine, FL 32084**.

Anyone arriving after the scheduled time will not be allowed admittance. Any company not in attendance and signed in at this meeting will not be permitted to submit a bid.

The deadline for questions for this bid shall be **Wednesday, June 7, 2017 at 5:00 P.M.**

Minimum Qualifications:

Bidders must be fully licensed to do business in the State of Florida and must have successfully constructed, as a prime contractor or subcontractor, at least **three (3)** projects of the type, size, and dollar value of the construction proposed for this project, and must have been in business as a contractor for at least **five (5)** years. Bidder's must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Additionally, the contractor shall be qualified as an FDOT approved contractor for Flexible Paving and Drainage.

Any and all questions related to this project shall be directed, **in writing**, to David Klages, Contract Coordinator, SJC Purchasing Department, via email to dklages@sjcfl.us or fax to (904) 209-0167. **Questions are due no later than 5:00 P.M. on Wednesday, June 7, 2017** so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

Bid Documents, Project Specifications and Drawings may be obtained from Onvia DemandStar, Inc. at their website www.demandstar.com by requesting **Document #17-44**. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/OpenBids.aspx>. Please check the County's Website for download availability and any applicable fees. Bid Documents may also be requested, in writing, from St. Johns County Purchasing via email to dklages@sjcfl.us or fax to (904) 209-0167.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

May 22, 2017

ADDENDUM #1

THE BID DUE DATE REMAINS JUNE 21, 2017 AT 2:00 P.M.

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-44; Woodlawn Road Phase 2 Improvements

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Clarifications:

1. The plans/drawings for this project are attached this addendum.

Acknowledgment

Sincerely,

Signature and Date

David Klages
Contract Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1
*Eighty-three (83) pages to follow.



St. Johns County Board of County Commissioners

Purchasing Division

May 30, 2017

ADDENDUM #2

THE BID DUE DATE REMAINS JUNE 21, 2017 AT 2:00 P.M.

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-44; Woodlawn Road Phase 2 Improvements

This Addendum #2 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Clarifications:

1. The requirement that a bidder must have been in business as a prime contractor or subcontractor for at least five (5) years has been removed. This requirement is on longer in effect for this bid.

Acknowledgment

Sincerely,

Signature and Date

David Klages
Contract Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

June 8, 2017

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-44; Woodlawn Road Phase 2 Improvements

This Addendum #3 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Question:

1. From station 61+00 to station 71+00 on the westbound lane, the edge of the existing milled roadway becomes the new paved shoulder. Can the Contractor assume the existing base extends 6 inches past the existing edge of asphalt or is the Contractor required to install the 6 inches of base past the mill areas per detail number 107 on sheet 73?

Answer: The extent of the base outside of pavement is unknown, so the contractor should assume that no base exists beyond the edge of pavement. Shoulder should be constructed per Detail 107.

Clarification:

1. The following link will provide access to the Plans/Drawings for this project in both PDF and Auto Cad:
<ftp://ftpanon.sjcf.us/ftppurch11/Bid%20No.%2017-44%20Plans/>.

THE BID DUE DATE REMAINS JUNE 21, 2017 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David Klages
Contract Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 3



St. Johns County Board of County Commissioners

Purchasing Division

June 12, 2017

ADDENDUM #4

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-44; Woodlawn Road Phase 2 Improvements

This Addendum #4 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Question:

1. The bid documents do not show a pay item for asphalt overbuild. There are places that will require more than 8" of asphalt buildup before the 2" and 1.5" asphalt surface can be applied. Would you please advise on how to proceed?

Answer: A revised Schedule of Values is included as part of this addendum. Item #51 for asphalt overbuild has been added. Asphalt overbuild should be per FDOT Standard Specification Section 334. Please note that item #52 for flowable fill has also been added for pipe crossings requiring flowable fill. Please use this revised version when submitting your bid proposal.

2. Is there a geotech report or borings for the project?

Answer: A copy of the roadway borings is attached as part of this addendum.

THE BID DUE DATE REMAINS JUNE 21, 2017 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David Klages
Contract Coordinator

Printed Name/Title

Company Name (Print)

**END OF ADDENDUM NO. 4
Nineteen (19) pages to follow.**

ATTACHMENT H

UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

No.	Item Description	QTY	Unit	Unit Price	Total Price
1	Clearing And Grubbing		AC	\$	\$
2	Regular Excavation		CY	\$	\$
3	Unsuitable Excavation		CY	\$	\$
4	Removal of Existing Asphalt Pavement		SY	\$	\$
5	Concrete Removal		SY	\$	\$
6	Fill		CY	\$	\$
7	Type B Stabilization (12")		SY	\$	\$
8	Milling Existing Asphalt (1.5" Avg)		SY	\$	\$
9	Asphaltic Concrete (Type SP 12.5) 2" (110 #/SY/in)		TN	\$	\$
10	Asphaltic Concrete (Type FC 9.5) 1.5" (110 #/SY/in)		TN	\$	\$
11	Concrete Curb and Gutter, Type F		LF	\$	\$
12	4" Thick Concrete Sidewalk		SY	\$	\$
13	6" Thick Residential Driveway		SY	\$	\$
14	Detectable Warning Panel		EA	\$	\$
15	Sod, Argentine Bahia (Includes Water and Fertilizer)		SY	\$	\$
16	Inlet Protection Systems		EA	\$	\$
17	Single Sign Post (F&I) <12 SF		AS	\$	\$
18	Single Sign Post (F&I) 12-20 SF		AS	\$	\$
19	Single Sign Post (Removal)		AS	\$	\$
20	6" White Stripe		LF	\$	\$
21	6" Yellow Stripe (painted)		LF	\$	\$
22	18" Yellow Stripe (painted)		LF	\$	\$
23	6" White Skip (2'-4') Stripe (painted)		LF	\$	\$
24	6" Yellow Skip (2'-4') Stripe (painted)		LF	\$	\$
25	Stop Bar (Thermoplastic)		LF	\$	\$
26	12" White Crosswalk (Thermoplastic)		LF	\$	\$
27	24" White Stop Bar (Thermoplastic)		LF	\$	\$
28	Reflective Pavement Marker W/R		EA	\$	\$
29	Reflective Pavement Marker Y/Y		EA	\$	\$
30	Rapid Flashing Beacon Assembly		EA	\$	\$
31	Thermoplastic Arrow		EA	\$	\$
32	Variable Message Board		EA	\$	\$
33	15" Reinforced Concrete Pipe		LF	\$	\$
34	18" Reinforced Concrete Pipe		LF	\$	\$
35	30" Reinforced Concrete Pipe		LF	\$	\$
36	14"x23" Elliptical Reinforced Concrete Pipe		LF	\$	\$
37	19"x30" Elliptical Reinforced Concrete Pipe		LF	\$	\$
38	18" Mitered End Section		EA	\$	\$

39	14"x23" Mitered End Section		EA	\$	\$
40	19"x30" Mitered End Section		EA	\$	\$
41	Type C Ditch Bottom Inlet		EA	\$	\$
42	30" Straight Concrete Endwayy		EA	\$	\$
43	Concrete Control Weir		EA	\$	\$
44	Concrete Pipe Collar		EA	\$	\$
45	TV Storm Pipe		LF	\$	\$
46	SWPPP		LS	\$	\$
47	Testing		LS	\$	\$
48	Maintenance of Traffic		DA	\$	\$
49	Mobilization		LS	\$	\$
50	Performance Bond		LS	\$	\$
51	Asphalt Overbuild		TN	\$	\$
52	Excavatable Flowable Fill		CY	\$	\$
				\$	\$
SUBTOTAL				\$	

No.	Item Description	QTY	Unit	Unit Price	Total Price
Option 1	10" Compacted Limerock Base, Primed (Optional Base Group 09)Regular Excavation		SY	\$	\$
Option 2	6" Asphaltic Base B-12.5 (Optional Base Group 09)		SY	\$	\$

GRAND TOTAL (OPTION 1) = \$ _____

GRAND TOTAL (OPTION 2) = \$ _____

BID NO.: 17-44

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL

PROJECT: WOODLAWN ROAD PHASE 2 IMPROVEMENTS

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: June 21, 2017

BID PROPOSAL OF

R.B. Baker Construction, a division of Reeves Construction Company

FULL LEGAL COMPANY NAME

249 Industry Place St. Augustine, FL 32095

(904) 824-9901

Address

Telephone No.

Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for Woodlawn Road Phase 2 Improvements, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

FOR: Construction of Woodlawn Road Phase 2 Improvements as per plans and specifications.

BASE BID (LIMEROCK):

FOR: Construction of Woodlawn Road Phase 2 Improvements with Roadway Base Material: Limerock

\$ 1,468,090.65
Total Lump Sum Price (Numerical)

One million four hundred sixty eight thousand ninety dollars 100 Dollars
(Amount written or typed in words) & sixty five cents.

BASE BID ALTERNATE # 1 (ASPHALT):

FOR: Construction of Woodlawn Road Phase 2 Improvements with Roadway Base Material: Asphalt

\$ 1,589,753.60
Total Lump Sum Price (Numerical)

One million five hundred eighty nine thousand seven hundred 100 Dollars
(Amount written or typed in words) fifty three dollars & sixty cents.

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a

conflict, the written Lump Sum Price shall be considered as the Bidder's correct bid.

Time of Substantial Completion to be **one-hundred fifty (150)** consecutive calendar days from receipt of Notice to Proceed from Owner.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

During the preparation of the Bid, the following addenda, if any, were received:

No.: #1 Date Received: 5-22-17

No.: #2 Date Received: 5-30-17

No.: #3 Date Received: 6-8-17

No.: #4 Date Received: 6-12-17

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Engineer, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within **one-hundred fifty (150)** consecutive calendar within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: R.B. Baker Construction, a division of Reeves Construction Co. (Seal)

By: [Signature] Robert Ponton, President
(Name & Title typed or printed)

By: [Signature] Scott Newman, Assist. Secretary
(Name & Title typed or printed)

Address: 249 Industry Place St. Augustine, FL 32095

Telephone No.: (904) 824-9901 Fax No.: (904) 824-9601

Email Address for Authorized Company Representative: ScottN@rbbaker.com

Federal I.D. Tax Number: 58-0641369 DUNS #: 5808449

INDIVIDUAL - N/A

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number:

- Bid Proposal Attachments:
- "A" – Affidavit
 - "B" – List of Proposed Subcontractors
 - "C" – Certificate as to Corporate Principal
 - "D" – Certificate of Compliance with Florida Trench Safety Act
 - "E" – License/Certification List
 - "F" – Experience of Bidder
 - "G" – Conflict of Interest
 - "H" – Unit Price List
 - Bid Bond
- Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "C", "D", "E", "F", "G", "H", and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

BID NO.: 17-44

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that R.B. Baker Construction, A Division* as Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated June 21 , 2017 .

For
Woodlawn Road Phase 2 Improvements
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 14th day of June A.D., 2017 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

*of Reeves Construction Company

BID NO.: 17-44

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Sharon Carlson

PRINCIPAL:

R.B. Baker Construction, A Division of Reeves
Construction Company

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

ASSISTANT SECRETARY

TITLE

100 Morgan Industrial Blvd
BUSINESS ADDRESS

Garden City, GA 31408
CITY STATE

WITNESS:

[Signature]

Noah Pierce

SURETY:

Liberty Mutual Insurance Company
CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL)
Danielle D. Johnson

175 Berkeley Street
BUSINESS ADDRESS

Boston, MA 02116
CITY STATE

COUNTERSIGNED

By: [Signature]
Danielle D. Johnson, Florida Non-Resident Agent
License No. W349974

Willis of New York, Inc.
Brookfield Place, 200 Liberty Street, 6th Floor New York, NY 10281

NAME OF LOCAL INSURANCE AGENCY

END OF SECTION

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7769452

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Aiza Lopez; Ashley Sinclair; Brian Peters; Danielle D. Johnson; Donna M. Planeta; Joshua Sanford; Kerl Ann Smith; Michelle Anne McMahon; Stacy Rivera; Stephani A. Trudeau

all of the city of Hartford, state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of May 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of June, 2017



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2016

Table with 2 columns: Assets and Liabilities. Assets include Cash and Bank Deposits, Bonds, Other Bonds, Stocks, Real Estate, Agents' Balances, Accrued Interest, and Other Admitted Assets. Liabilities include Unearned Premiums, Reserve for Claims, Funds Held Under Reinsurance, Reserve for Dividends, Additional Statutory Reserve, Reserve for Commissions, Taxes and Other Liabilities, Special Surplus Funds, Capital Stock, Paid in Surplus, Unassigned Surplus, and Surplus to Policyholders. Total Admitted Assets and Total Liabilities and Surplus are both \$44,001,881,687.



* Bonds are stated at amortized or investment value; Stocks at Association Market Values. The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017.

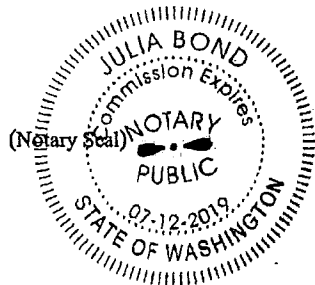
Handwritten signature of Tim Mikolajewski

Assistant Secretary

State of: Washington

County of: King

Before me, this day, personally came and appeared Tim A. Mikolajewski known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purpose and considerations therein stated. In witness whereof, I have hereunto set my hand and Seal of Office, in the City of Seattle, this 23rd day of March, 2017.



Handwritten signature of Julia Bond, Notary Public, My commission expires 07/12/2019

Bid No.: 17-44

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Scott Newman who being duly sworn, deposes and says he is Assist. Secretary (Title) of the firm of R.B. Baker Construction, a division of Reeves Construction Company Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 17-44, for Woodlawn Road Phase 2Improvements, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

R.B. Baker Construction, a division of Reeves Construction Company

(Bidder)
By: [Signature], Scott Newman
Assist. Secretary
(Title)

Sworn and subscribed to me this 20 day of June, 20 17.

Notary Public:
[Signature]
Signature
Sharon Carlson
Printed

My commission Expires: 4-13-2020

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.



ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Scott Newman^{ASSISTANT}, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Scott Newman who signed the said bond on behalf of the Principal, was then Assist. Secretary of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.



ASST. Secretary

Corporate Seal

(STATE OF ~~FLORIDA~~ Connecticut
COUNTY OF ~~SIXTENS~~) Hartford

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Danielle D.* to me well known, who being by me first duly sworn upon oath, says that *** is the Attorney-In-Fact, for the Liberty Mutual Insurance** and that *** has been authorized by Liberty Mutual Insurance Company to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 14th day of June, 2017, A.D.

Keri A. Smith
Keri A. Smith, NOTARY PUBLIC
State of ~~FLORIDA~~-at-large
Connecticut

KERI A. SMITH
NOTARY PUBLIC - CT 174125
MY COMMISSION EXPIRES MAY 31, 2022

My Commission Expires: May 31, 2022

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

*Johnson
**Company
***she

Bid No.: 17-44

ATTACHMENT "D"

CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: Scott Newman, Assist. Secretary

R.B. Baker Construction, a division of Reeves Constr. Co. June 21, 2017

Bidder _____ Date



Authorized Signature



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

March 21, 2017

R.B. BAKER CONSTRUCTION COMPANY, A DIVISION OF REEVES CONSTRUCTION CO.
101 SHERATON CT
MACON GA 31210

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due 4/30/2018.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, UNDERGROUND UTILITIES, (WATER & SANITARY SEWER)

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: R&R MINOR BRIDGES, SIDEWALK.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

R.B. BAKER CONSTRUCTION COMPANY, A DIVISION OF REEVES CONSTRUCTION CO.
March 21, 2017
Page Two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan D. Autry". The signature is written in a cursive style with a large initial "A".

Alan Autry, Manager
Contracts Administration Office

AA:cj

3:06:36 PM 6/13/2017

Licensee Details

Licensee Information

Name: **PATE, BRIAN M (Primary Name)**
R.B. BAKER CONSTRUCTION CO, A DIVISION OF REEVES
CONSTRUCTION CO (DBA Name)

Main Address: **5684 WELAKA COURT**
FLEMING ISLAND Florida 32003

County: **CLAY**

License Mailing:

LicenseLocation:

License Information

License Type: **Certified Underground Utility and Excavation Contractor**

Rank: **Cert Under**

License Number: **CUC1225411**

Status: **Current,Active**

Licensure Date: **06/13/2017**


Expres: **08/31/2018**

Special Qualifications **Qualification Effective**
Construction Business **06/13/2017**


Alternate Names

[View Related License Information](#)

[View License Complaint](#)

.....
2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395 

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395 . *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

COMPLETED PROJECTS

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
COMPLETED 2017							
10187504	GPA - Stack 702 Asphalt Replacement	\$84,133.00	Prime	Port & Railroad	2017 / 2017	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10186409	Gateway II Industrial Park Rail	\$221,119.00	Prime	Rail	2016 / 2017	Bulloch County Board of County Commissioners Statesboro, GA	Bulloch County Board of County Commissioners Statesboro, GA 912-764-6245
10186149	Gateway II Industrial Park	\$500,000.00	Prime	Industrial & Commercial	2016 / 2017	Bulloch County Board of County Commissioners Statesboro, GA	Bulloch County Board of County Commissioners Statesboro, GA 912-764-6245
10183356	Bulloch Co. - Isaac Akins & Others	\$1,259,908.00	Prime	Asphalt Resurfacing	2016 / 2017	Bulloch County Board of County Commissioners Statesboro, GA	Bulloch County Board of County Commissioners Statesboro, GA 912-764-6245
10182174	GDOT - Bulloch SR 24 Call 007 Bulloch County, GA	\$1,016,117.00	Prime	GDOT	2016 / 2017	Georgia Department of Transportation Atlanta, GA	Georgia Department of Transportation 404-631-1147
10179258	GPA - Grange Road Paving Extension Garden City, GA	\$1,070,992.00	Prime	Port & Railroad	2016 / 2017	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10179255	Morgan Business Center Bloomington, GA	\$334,579.00	Sub	Industrial & Commercial	2016 / 2017	Prologis, LP Atlanta, GA	The Conlan Company Ryan Trieseberg Jacksonville, FL 904-309-8000
10178070	C-13 Tract Clearing and Grading	\$529,318.00	Sub	Industrial & Commercial	2016 / 2017	Morgan Lakes Industrial, LLC	Evans General Contractors Roswell, GA 678-713-7616
COMPLETED 2016							
10174903	Always Ave / Terminal Road Savannah, GA	\$644,609.00	Prime	Airport	2015 / 2016	Savannah Airport Commission Savannah, GA	The Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission 912-964-0514
10168098	Vulcan Rail Yard Savannah, GA	\$2,300,348.00	Prime	Rail	2014 / 2016	Vulcan Constructio Materials, LP Birmingham, AL	Vulcan Constructio Materials, LP Birmingham, AL
10151469	Pecan Row Landfill - Phase II Closure	\$4,202,581.00	Prime	Landfill	2013 / 2016	Advanced Disposal Services	HHNT, Inc. Brant Lane, P.E. 478-743-7175
10176240	Tattnall Co. - 2015 LMIG Resurfacing Tattnall County, GA	\$730,563.00	Prime	Asphalt Resurfacing	2015 / 2016	Tattnall County Board of Commissioners Reidsville, GA	Tattnall County Board of Commissioners Dennis Odum

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
10167918	Vulcan - Rail Pit & Conveyor Tunnel Savannah, GA	\$497,000.00	Prime	Industrial & Commercial	2015 / 2016	Vulcan Materials Company Birmingham, AL	Vulcan Materials Company Virginia Hartleigh Birmingham, AL
10167717	Evergreen Landfill - Area 4 Partial Closure Valdosta, GA	\$1,027,119.00	Prime	Landfill	2015 / 2016	Advanced Disposal Services Evergreen Landfill, Inc. Lowndes County, GA	HHNT, Inc. Brant Lane, P.E. 478-743-7175
10166298	Bulloch County - Resurfacing Red Hill Church Road and Others Bulloch County, GA	\$918,126.00	Prime	Public Works	2014 / 2016	Bulloch County Faye Bragg Statesboro, GA 912-764-6369	Bulloch County Faye Bragg Statesboro, GA 912-764-6369
10160831	SR 307 Dean Forest Widening - Phase II	\$1,498,434.00	Prime		2014 / 2016	Chatham County Board of Commissioners Savannah, GA	Chatham County Board of Commissioners Robert Marshall 912-790-1618
10152841	Outlet Mall of Georgia	\$29,321,730.00	Sub	Industrial & Commercial	2013/2016	Ben Carter Properties Atlanta, GA	
COMPLETED 2015							
10176244	GPA - CB 1, 2 & 3 Aisle Striping	\$42,515.00	Prime	Port & Railroad	2015 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10174335	Savannah Regional Industrial Landfill - Cell Access Road	\$43,600.00	Prime	Landfill	2015 / 2015	Republic Services of Georgia, LP Phoenix, AZ	Republic Services of Georgia, LP Jeremy Poetzschner jpoetzschner@republicservices.com
10174332	GPA - Gate 3 Roundabout	\$159,000.00	Prime	Port & Railroad	2015 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10168850	Energy Solutions Trench 99 - Parking and Road Improvements	\$27,374.00	Prime	Industrial & Commercial	2015 / 2015	EnergySolutions, LLC Salt Lake City, UT	Energy Solutions Stanley Pack 803-758-1813
10169759	GPA - Gate 4 Outbound Improvements	\$40,135.00	Prime	Port & Railroad	2015 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10168562	Typee Island - Jones Avenue Typee Island, GA	\$175,653.00	Prime	Public Works	2015 / 2015	City of Typee Island Joe Wilson 912-472-5041	City of Typee Island Joe Wilson 912-472-5041
10168069	Energy Solutions Trench 99 - Section 4	\$66,580.00	Prime	Industrial & Commercial	2015 / 2015	EnergySolutions, LLC Salt Lake City, UT	Energy Solutions Stanley Pack 803-758-1813
10167967	GPA - Gate 4 Improvements	\$83,284.00	Prime	Port & Railroad	2015 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
10167716	GPA - GCT Traffic Circulation Improvements Garden City, GA	\$728,998.00	Prime	Port & Railroad	2015 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3914
10166688	GPA - CB 1, 2, & 3 Denification Garden City Terminal Garden City, GA	\$498,074.00	Prime	Port & Railroad	2014 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10166642	Eagle Point - Temporary Cap Ball Ground, Ga	\$1,138,614.00	Prime	Landfill	2015 / 2015	Eagle Point Landfill, LLC. Forsyth County, GA	HHNT, Inc. Michael W. Stubbs, P.E. 478-743-7175
10166381	GDOT - Call 004 Bulloch County Bulloch County, GA	\$1,532,603.00	Prime	DOT & Airport	2015 / 2015	Georgia Dept. of Transportation Atlanta, Ga	Georgia Dept. of Transportation J. Cory Knox 404-631-1000
10166379	Extension Agreement - Gulfstream Rd Chatham County	\$20,850.00	Prime	Industrial & Commercial	2014 / 2015	Board of Chatham County Commissioners Savannah, GA	Board of Chatham County Commissioners Leon Davenport
10166299	Bulloch County - Resurfacing Anderson Road and Others Bulloch County, Ga	\$855,987.00	Prime	Public Works	2014 / 2015	Bulloch County Statesboro, GA	Bulloch County Faye Bragg Statesboro, GA 912-764-6369
10166297	GDOT - Call 002 Bryan and Liberty County Bryan and Liberty County, GA	\$1,691,752.00	Prime	DOT & Airport	2014 / 2015	Georgia Dept. of Transportation Atlanta, Ga	Georgia Dept. of Transportation J. Cory Knox 404-631-1000
10166263	Gulfstream Bldg. Z - IW Lift Station Garden City, GA	\$207,833.00	Prime	Industrial & Commercial	2014 / 2015	Gulfstream Aerospace Corporation Savannah, GA	Gulfstream Aerospace Corporation Richard Coward 912-965-3753
10166262	Gulfstream - Preston Henne Road Crossing Garden City, GA	\$100,017.00	Prime	Industrial & Commercial	2014 / 2015	Gulfstream Aerospace Corporation Savannah, GA	Gulfstream Aerospace Corporation Richard Coward 912-965-3753
10166258	GPA - Mason Empty Yard Deport Phase 1B Garden City, Ga	\$1,187,423.00	Prime	Port & Railroad	2014 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10166102	Isle of Palms Shoal Management Project Isle of Palms, SC	\$926,377.00	Prime	Public Works	2014 / 2015	City of Isle of Palms Isle of Palms, SC	Steven Traynum 803-799-8949
10166101	GPA - Ocean Terminal 5 Acre Paving South of Viaduct Savannah, GA	\$1,331,353.00	Prime	Port & Railroad	2014 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10164391	Tattnall - 2014 LMIG Resurfacing	\$698,405.00	Prime	Public Works	2014 / 2015	Tattnall County Board of Commissioners Reidsville, GA	Tattnall County Board of Commissioners Dennis Odum

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
10164390	Tatthall - Raymond Bland Road Resurfacing	\$475,282.00	Prime	Public Works	2014 / 2015	Tatthall County Board of Commissioners Reidsville, GA	Tatthall County Board of Commissioners Dennis Odom
10161855	Pavement Rehab - Sea Lane, Pelican Drive and Pelican Court Tybee Island, Ga	\$174,083.00	Prime	Public Works	2014 / 2015	Board of Commissioners of Chatham County, GA Savannah, GA	Chatham County Dept. of Engineering Jeremy Mitchell, EIT 912-652-7809
10161148	FDOT - SR79 Pond 14 and Structure 171 Repair Washington County, FL	\$81,101.00	Prime	DOT & Airport	2014 / 2015	Florida Dept. of Transportation Tallahassee, FL	Florida Dept. of Transportation
10160982	GPA - CB 1, 2 & 3 Paving Phase I Garden City, GA	\$794,066.00	Prime	Port & Railroad	2014 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10160981	Zitrouer Road Repair Effingham County, GA	\$697,943.00	Prime	Public Works	2014 / 2015	Effingham County Board of Commissioners Springfield, GA	Effingham County Board of Commissioners Toss Allen 912-754-8413
10160980	Bunyan Kessler Road Repair Effingham County, GA	\$273,380.00	Prime	Public Works	2014 / 2015	Effingham County Board of Commissioners Springfield, GA	Effingham County Board of Commissioners Toss Allen 912-754-8413
10158410	Nodric - Savannah Phase II Pooler, GA	\$779,315.00	Sub	Industrial & Commercial	2014 / 2015	Nordic Logistics and Warehousing, LLC Pooler, GA	Arco Design / Build, Inc. 380 Interstate North Parkway, Suite 210 Atlanta, GA 30339 ph: 770-541-1700 fax: 770-541-1699
10156678	Runway 1 Perimeter Rd & 2 ADA Access Gates Savannah, GA	\$2,049,395.00	Prime	DOT & Airport	2013 / 2015	Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission Savannah, GA	Savannah Hilton Head International Airport Georgia A. Fidler, Jr., P.E. 912-964-0514
10156608	Evergreen Landfill - Construction of Area No. 5	\$2,907,277.00	Prime	Landfill	2013 / 2015	Advanced Disposal Services - Evergreen Landfill, Inc. Roswell, GA	HHNT, Inc. Brant Lane, P.E. 478-743-7175
10156219	Eagle Point Landfill - Construction of Cell No. 12 Ball Ground, Ga	\$6,347,316.00	Prime	Landfill	2013 / 2015	Eagle Point Landfill, LLC. Forsyth County, GA	HHNT, Inc. Brant Lane, P.E. 478-743-7175
10155712	GDOT Screven County SR24 Resurfacing	\$510,981.00	Prime	DOT & Airport	2013 / 2015	Georgia Dept. of Transportation Atlanta, Ga	Georgia Dept. of Transportation Ron Nelson 404-631-1000
10153191	Gulfstream Bldg 6003 Bid Docs Savannah, GA	\$8,257,176.00	Sub	Industrial & Commercial	2013 / 2015	Gulfstream Aerospace Corporation Savannah, GA	DPR Hardin Construction Savannah, GA Lance Warler 602-315-2742
10152978	Cecil Airport Jacksonville, FL	\$2,898,366.00	Sub	DOT & Airport	2013 / 2015	Jacksonville Aviation Authority Jacksonville, FL	Balfour Beatty Construction Jacksonville, FL 904-741-0500

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
10150748	GPA CB 2-3 Support Services Area Garden City, Ga	\$6,095,476.00	Prime	Port & Railroad	2013 / 2015	Georgia Ports Authority Savannah, GA	Georgia Ports Authority 912-964-3946
10148436	GDOT Wayne Co. SR38 Call#38	\$3,191,529.00	Prime	DOT & Airport	2013 / 2015	Georgia Dept. of Transportation Atlanta, Ga	Georgia Dept. of Transportation Ron Nelson 404-631-1000
10147177	New Riverside Stormwater BMP Bluffton, SC	\$388,180.00	Prime	Public Works	2013 / 2015	Town of Bluffton Bluffton, SC	Town of Bluffton Josh Hutchinson 843-706-4500
10139119 (11-021)	GDOT SR204 Chatham County Whitefield Avenue	\$9,981,679.00	Prime	DOT & Airport	2011 / 2015	Georgia Dept. of Transportation Atlanta, Ga	Georgia Dept. of Transportation Joseph Capello 404-631-1000
10139115 (11-013)	GDOT SR307 Chatham County	\$8,069,914.00	Prime	DOT & Airport	2011 / 2015	Georgia Dept. of Transportation Atlanta, Ga	Georgia Dept. of Transportation Robert McCall 404-631-1000
10139108 (10-005)	GDOT Harry S. Truman	\$21,787,244.00	Sub	DOT & Airport	2010 / 2015	Georgia Dept. of Transportation Atlanta, Ga	Balfour Beatty Construction Jacksonville, FL 904-741-0500
COMPLETED 2014							
10166074	Dollar Tree Water Line Repair Savannah, GA	\$10,580.53	Prime	Industrial & Commercial	2014 / 2014	Dollar Tree, Inc. Chesapeake, VA	Dollar Tree, Inc. Jason Hodgson Savannah, GA 912-965-1994
10163577	CSF Warehouse Paving Garden City, GA	\$130,000.00	Prime	Industrial & Commercial	2014 / 2014	Georgia Ports Authority Savannah, GA	Georgia Ports Authority Savannah, GA 912-964-3946
10161953	GPA - Water Line Repair Savannah, GA	\$12,500.00	Prime	Port & Railroad	2014 / 2014	Atlantic Commercial Construction Bloomington, GA	Atlantic Commercial Construction Bloomington, GA
10161191	GPA - Mason Empty Yard Depot - Phase 1A Savannah, GA	\$117,522.73	Prime	Port & Railroad	2014 / 2014	Georgia Ports Authority Savannah, GA	Georgia Ports Authority Chris Novack Savannah, GA 912-964-3922
10158689	GPA - Mill RTG Runways Savannah, GA	\$9,600.00	Prime	Port & Railroad	2014 / 2014	Georgia Ports Authority Savannah, GA	Georgia Ports Authority Savannah, GA 912-964-3946
10158091	GPA - Ocean Terminal Warehouse Savannah, GA	\$29,870.00	Prime	Port & Railroad	2014 / 2014	Georgia Ports Authority Savannah, GA	Georgia Ports Authority Ollie Hirbert Savannah, GA 912-964-3946
10157104	GPA - CB 2 Concrete Runway Demo	\$2,500.00	Prime	Port & Railroad	2014 / 2014	Georgia Ports Authority Savannah, GA	Georgia Ports Authority Savannah, GA 912-964-3946

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
10156997	Robert B Miller Coest to Cure Savannah, GA	\$22,560.00	Prime		2014 / 2014	Gulfstream Aerospace Coporation Savannah, GA	Gulfstream Aerospace Coporation Jamie Bowes Savannah, GA 912-966-3753
10156413	TEC Campus Parking Expansion	\$297,700.00	Prime	Public Works	2014 / 2014	Savannah Economic Development Authority Savannah, GA	Savannah Economic Development Authority Savannah, GA
10156220	Bulloch County - Resurfacing Various County Roads Bulloch County, GA	\$3,025,364.33	Prime	Public Works	2013 / 2014	Bulloch County Statesboro, GA	Bulloch County V. Kirk Tatum Statesboro, GA 912-764-6369
10151470	Capital Club @ Godley Station Savannah, GA	\$470,419.85	Sub	Community Development	2013 / 2014	Capital Club Apartments Atlanta, GA	Choate Construction Company David Nance Atlanta, GA 678-892-1218
10148435	GDOT - Effingham County SR 30 Call 023	\$1,321,028.17	Prime	DOT & Airport	2013 / 2014	Georgia Department of Transportation Atlanta, GA	Georgia Department of Transportation Ron Nelson Atlanta, GA 404-631-1000
10148433	GDOT - Bryan County SR 119 Call 018	\$1,050,236.92	Prime	DOT & Airport	2013 / 2014	Georgia Department of Transportation Atlanta, GA	Georgia Department of Transportation Ron Nelson Atlanta, GA 404-631-1000
10148434	GDOT - Effingham County SR 119 Call 022	\$1,532,706.00	Prime	DOT & Airport	2013 / 2014	Georgia Department of Transportation Atlanta, GA	Georgia Department of Transportation Ron Nelson Atlanta, GA 404-631-1000
10144731	GDOT Candler County SR 121 Resurfacing Candler County	\$1,810,636.81	Prime	DOT & Airport	2013 / 2014	Georgia Department of Transportation Atlanta, GA	Georgia Department of Transportation Ron Nelson Atlanta, GA 404-631-1000
10144491	GPA - Area A2 Phase II Storm Drainage	\$537,151.00	Prime	Port & Railroad	2013 / 2014	Georgia Ports Authority Savannah, GA	Georgia Department of Transportation Ron Nelson Atlanta, GA 404-631-1000
COMPLETED 2013							
10155659	Resurfacing Rum Runner, Loyer Lane & Ily Court	\$55,968.93	Prime	Community Development	2013 / 2013	South Harbor Owners Association, LLC Savannah, GA	South Harbor Owners Association, Savannah, GA Joanne Jenkins & Joseph Dahm 912-598-2110
10153860	Northport Building B Tenant Buildout / Shaw	\$300,736.00	Sub	Industrial & Commercial	2013 / 2013	TPA Realty Group Atlanta, GA	The Conlan Company 904-309-8000
10153657	Gulfstream R.B. Miller Road Temporary Fix	\$17,000.00	Prime	Industrial & Commercial	2013 / 2013	Gulfstream Aerospace Corp. Savannah, GA	Gulfstream Aerospace Corp. Savannah, GA Jamies Bowes
10153215	Turkey Trot Landfill - Humus Bed Pad	\$466,062.10	Prime	Landfill	2013 / 2013	Advanced Disposal Services Turkey Trot, LLC	HHNT, Inc. Brant Lane, P.E. 478-743-7175

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
10152762	GPA - Gate 4 Striping	\$26,540.00	Prime	Port & Railroad	2013 / 2013	Georgia Ports Authority Savannah, GA	Georgia Ports Authority Savannah, GA 912-964-3946
10152607	Rayonier	\$59,514.18	Prime	Landfill	2013 / 2013	Rayonier Jacksonville, FL	Rayonier Jacksonville, FL Jack D. Stephens 904-598-2241
10150589	GPA - Paving and Grading Warehouse 83	\$76,296.00	Prime	Port & Railroad	2013 / 2013	Georgia Ports Authority Savannah, GA	Georgia Ports Authority Savannah, GA 912-964-3946
10150023	Westport Road and Ponds	\$272,856.00	Sub	Industrial & Commercial	2013 / 2013	Duke Realty Limited Partnership Norcross, GA	Mahany Construction Savannah, GA 912-966-5230
10149942	Pecan Row Landfill - Phase I Closure Repair	\$718,173.25	Prime	Landfill	2013 / 2013	Advanced Disposal Services Pecan Row Lowndes County, GA	HHNT, Inc. Brant Lane, P.E. 478-743-7175
10148940	CB2 Reefer Racks	\$204,170.20	Sub	Port & Railroad	2013 / 2013	Georgia Ports Authority Savannah, GA	Holland & Holland Scott Couey 912-876-2303
10148048	Garden City LMIG Road Improvements 2012-2013	\$905,915.09	Prime		2013 / 2013	City of Garden City, GA	City of Garden City, GA Ronald Feldhere Garden City, GA 912-966-7177
10147806	Interact Misc. Site Work	\$10,000.00	Sub	Industrial & Commercial	2013 / 2013	Interact Savannah, Inc. Savannah, GA	CH2MHill Brian Matusiewicz Savannah, GA 912-748-5367
10147536	Energy Solutions Trench 99 Section 3	\$73,096.25	Prime	Industrial & Commercial	2013 / 2013	Energy Solutions Barnwell, SC	Energy Solutions Christy Forrester 865-425-4596
10147177	New Riverside Stormwater BMP	\$373,958.16	Prime		2013 / 2013	Town of Bluffton Bluffton, SC	Town of Bluffton Anthony Barrett 843-706-4513
10145177	KBR Rayonier Stone Pad	\$200,930.35	Prime		2013 / 2013	Kellogg, Brown & Root, LLC (KBR) Birmingham, AL	Kellogg, Brown & Root, LLC (KBR) Birmingham, AL Richard Ambrosiewicz 205-972-6746
10144927	DMCA 14A Back Dike Raising	\$982,102.70	Sub	Public Works & Infrastructure	2013 / 2013	U.S.Army Corps of Engineers Savannah, GA	Ashridge, Inc. Mondis Corrier, SC Mike Brown 843-567-2037
10144825	Turkey Trot Landfill - Construction of Cell No. 4	\$1,954,461.11	Prime	Landfill	2013 / 2013	Advanced Disposal Services Turkey Trot Landfill, LLC Washington County, Alabama	HHNT, Inc. Macon, GA Michael Stubbs, P.E. 478-743-7175

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
10144840	Wolfe Agricultural Ponds	\$1,783,123.74			2013 / 2013	White's Ford Timber & Investment Co. Jacksonville, FL	England, Thims & Miller, Inc. Jacksonville, FL K.T. Peter Ma 904-642-8990
10144734	MacAljon Phase I	\$834,697.92	Sub		2013 / 2013	MacAljon, Inc. Savannah, GA	Mahany Construction Co., Inc. Savannah, GA Vincent Ferraro 912-966-5230
10144733	GDOT Long County SR 57 Resurfacing	\$2,309,556.97	Prime	DOT & Airport	2013 / 2013	Georgia Department of Transportation Atlanta, GA	Georgia Department of Transportation Savannah, GA Brian Czech 912-654-2940
10144050	Benton Blvd. Pavement Rehabilitation	\$294,248.07	Prime		2013 / 2013	Chatham County Board of Commissioners Savannah, GA	Chatham County Board of Commissioners Robert Marshall 912-790-1618
10143035 (12-029)	Savannah Regional Landfill - Construction of Cell No. 2	\$2,341,174.25	Prime	Landfill	2013 / 2013	Republic Services of GA, LP	HHNT, Inc. Macon, GA Daniel Cheek, P.E. 478-743-7175
10141692 (12-027)	GPA - Chatham Yard ICTF Paving	\$1,016,142.49	Prime	Port & Railroad	2012 / 2013	Georgia Ports Authority Savannah, GA	Georgia Ports Authority Chris Novack 912-964-3914
10141276 (12-026)	Victory Drive Improvement	\$940,109.72	Sub		2012 / 2013	Victory Station Savannah, LLC Savannah, GA	Brent Scarbrough & Co. Fayetteville, GA Shane Waters 770-461-8503
10141303 (12-025)	Copper Station	\$318,152.80	Prime		2012 / 2013	Copper Station Holdings Ridgeland, SC	Copper Station Holdings Lorin Young lorinyoung@gmail.com
10141291 (12-024)	Roadway Improvements for Meinhard Road	\$435,985.17	Prime		2013 / 2013	City of Port Wentworth Port Wentworth, GA	T.R. Long Engineering Hinesville, GA Thomas Smith 912-368-5664
10139237 (12-020)	Eagle Point Landfill - Construction of Cell No. 11	\$1,597,761.50	Prime	Landfill	2012 / 2013	Advanced Disposal Services Eagle Point Landfill, LLC Ball Ground, GA	HHNT, Inc. Macon, GA Brant Lane, P.E. 478-743-7175
10139236 (12-017)	Harris Trail Road Extension	\$2,228,892.02	Prime		2012 / 2013	Bryan County Board of Commissioners Richmond Hill, GA	Bryan County Board of Commissioners Kirk Crossman, P.E. 912-756-7953
10139233 (12-016)	Wolf Creek Landfill - 2012 Partial Closure	\$1,560,871.34	Prime	Landfill	2012 / 2013	Advanced Disposal Services Wolf Creek Landfill, LLC Twiggs County, GA	HHNT, Inc. Macon, GA Brant Lane, P.E. 478-743-7175

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
10143766 (12-014)	GDOT - Quick Fx Wallin Street	\$95,426.00	Prime	DOT & Airport	2013 / 2013	Georgia Department of Transportation Atlanta, GA	Georgia Department of Transportation Savannah, GA Troy Pittman, P.E. 912-651-2144
10139128 (12-006)	Old Augusta Road - Phase 2A and 2B	\$6,639,280.09	Prime		2012 / 2013	Effingham County Board of Commissioners Springfield, GA	Effingham County Board of Commissioners Matthew Morris 912-754-2123
10139191 (12-005)	Wolf Creek Landfill - Construction of Cell No. 8	\$2,025,297.47	Prime	Landfill	2012 / 2013	Advanced Disposal Services Wolf Creek Landfill, LLC Twiggs County, GA	HHNT, Inc. Macon, GA Michael Stubbs, P.E. 478-743-7175
	Rayonier - Cell No. 12 Jesup, GA	\$539,154.73	Sub	Landfill	2012 / 2013	Allen & Graham Brunswick, GA	Allen & Graham, Inc. 106 Allen-Graham Blvd. Brunswick, GA 31520 912-264-2550
	Tremont Warehouse Savannah, GA	\$204,817.00	Sub	Industrial & Commercial	2012 / 2013	Johnson Development Associates Spartanburg, SC	The Conlan Company 10752 Deerwood Park Blvd., Suite 105 Jacksonville, FL 32256 904-305-8000
12-022	Intercat D Plant Addition Savannah, GA	\$903,940.00	Sub	Industrial & Commercial	2012 / 2013	Intercat - Savannah, Inc. Savannah, GA	Evans General Contractors 705 Henbree Place Roswell, GA 30076
12-019	GPA - Mega Site Access Rail Garden City, GA	\$530,301.06	Sub	Port & Railroad	2012 / 2013	Georgia Ports Authority Savannah, GA	Adams - Warnock, Inc. P.O. Box 2504 Garden City, GA 31418
12-018	GDOT - CR311 Cell No 013 Effingham County, GA	\$1,045,404.36	Prime	DOT & Airport	2012 / 2013	Georgia Department of Transportation Atlanta, GA	Georgia Department of Transportation David Hoge Atlanta, GA 404-631-1147
12-015	Nordic - Savannah Savannah, GA	\$1,065,201.00	Sub	Industrial & Commercial	2012 / 2013	Arco Design / Build Atlanta, GA	Arco Design / Build, Inc. 380 Interstate North Parkway, Suite 210 Atlanta, GA 30339 ph: 770-541-1700 fax: 770-541-1699
12-009	Richmond Hill Middle School Entrance Road Richmond Hill, GA	\$837,850.80	Prime	Government	2012 / 2013	Bryan Co. Board of Education Richmond Hill, GA	James W. Buckley & Associates, Inc. P.O. Box 727 Swainsboro, GA 30401 478-237-6467
12-001	GPA - Area A2 Phase I Storm Drainage Garden City Ocean Terminal Garden City, GA	\$1,457,131.20	Prime	Port & Railroad	2012 / 2013	Georgia Ports Authority Savannah, GA	H. Wilson Tillotson 912-964-3811
11-022	MP&SA Bunker Savannah, GA	\$126,707.00	Sub	Industrial & Commercial	2011 / 2013	Mitsubishi Power Systems, Inc. Orlando, FL	Batson - Cook Company 300 Galleria Parkway, Suite 1600 Atlanta, GA 30339
COMPLETED 2012							
10139240 (12-021)	Gulfstream RDC Allowances 2	\$19,134.00	Sub	Industrial & Commercial	2012 / 2012	Gulfstream RDC IV Savannah, GA	Evans General Contractors Roswell, GA 678-713-7616

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
12-013	Gulfstream Building X - Phase 2 Savannah, GA	\$451,600.00	Prime	Industrial & Commercial	2012 / 2012	Gulfstream Aerospace Savannah, GA	Jamie Bowes 912-965-4519
12-012	Gulfstream RDC Allowances	\$28,342.80	Sub	Industrial & Commercial	2012 / 2012	Gulfstream Aerospace Savannah, GA	Evans General Contractors Cal Rowles Savannah, GA 912-629-0222
12-010	POV Parking 117th ACS Hunter Army Airfield Savannah, GA	\$35,814.00	Sub		2012 / 2012	Department of Army & Air Force Atlanta, GA	Management Solutions Vann Downs Pembroke, GA 912-858-3196
12-008	Gulfstream Connector Road Savannah, GA	\$1,571,077.83	Prime	Industrial & Commercial	2012 / 2012	Gulfstream Aerospace Savannah, GA	Jamie Bowes 912-965-4519
12-007	Beach Restoration Isle of Palms, SC	\$245,019.35	Prime	Public Works & Infrastructure	2012 / 2012	City of Isle of Palms Isle of Palms, SC	Steven Traynum 803-799-8949
12-004	Chemical Nuclear Trench 99 Savannah, GA	\$62,325.00	Prime	Industrial & Commercial	2012 / 2012	Chem Nuclear Barnwell, SC	James Latham 803-541-5005
12-003	Gulfstream Office Building Savannah, GA	\$884,554.80	Sub	Industrial & Commercial	2012 / 2012	Gulfstream Aerospace Savannah, GA	Evans General Contractors Cal Rowles Savannah, GA 912-629-0222
12-002	GPA - Mason ICTF Garden City Ocean Terminal Garden City, GA	\$2,886,468.00	Prime	Port & Railroad	2012 / 2012	Georgia Ports Authority Savannah, GA	H. Wilson Tillotson 912-964-3811
11-027	Dollar Tree Asphalt Yard	\$89,500.00	Prime	Industrial & Commercial	2011 / 2012	Dollar Tree, Inc. Chesapeake, VA	Sam Hammond 757-321-5000
11-025	Green Acres Materials Recovery Facility	\$163,036.30	Sub	Industrial & Commercial	2011 / 2012	Green Acres C&D Recovery Facility Savannah, GA	Mahany Construction Vince Ferraro Savannah, GA 912-656-7581
11-024	Oglethorpe Center School	\$372,869.00	Sub	Public Works & Infrastructure	2011 / 2012	Savannah Chatham County School System Savannah, GA	Turner Construction Company Katie Leonard - Purchasing Agent Atlanta, GA 404-504-3700
10139148 (10-017)	Pipemakers Canal - Phase II Section I Drainage Improvements	\$7,125,164.09	Prime	Public Works & Infrastructure	2010 / 2012	Chatham County Board of Commissioners Savannah, GA	Chatham County Board of Commissioners Robert Marshall 912-790-1618
09-030	Fort Caroline Roadway	\$6,255,360.37	Prime		2010 / 2012	City of Jacksonville, FL Duval County, Jacksonville, FL	City of Jacksonville, FL Sam B. Okular 904-380-5960
09-027	Jacksonville National Cemetery	\$3,703,241.64	Sub		2009 / 2012	Department of Veterans Affairs Washington, DC	Elkins Constructors, Inc. Jacksonville, FL Leila Wilford 904-265-5557

	Project Name/Location	Final Contract Amount	Prime or Sub	Classification of Work Performed	Year Started/Completed	Owner Name/Location	Name and Phone Number of Owner's Representative on this project (and company name and location if different)
09-017	Panama City Beach / Front Beach Road Segment 1	\$8,992,277.43	Prime		2009 / 2012	City of Panama Beach Panama Beach, FL	City of Panama Beach Rickard Jackson 850-233-5100
11-023	GDOT Call #008 M004244 / B14153-11-000-0 Liberty County, GA	\$1,614,778.40	Prime	DOT & Airport	2011 / 2012	Georgia Dept. of Transportation Atlanta, GA	David Hoge state transportation office engineer 404-631-1147 Atlanta, GA
11-019	Gateway II Industrial Park - Gateway Blvd. Bulloch County, GA	\$1,614,779.40	Prime	Industrial & Commercial	2011 / 2012	Bulloch County Board of County Statesboro, GA	Thomas O'Bar Maxwell Reddick 912-489-7112 Statesboro, GA
11-015	Cell #2 Turkey Trot MSW Landfill Mannish Road - Citronelle Washington County, AL	\$1,614,780.40	Prime	Landfill	2011 / 2012	Turkey Trot Landfill, LLC Washington County, AL	Michael Stubbs, P.E. 478-743-7175 Hodges Harbin Newberry & Tribble Macon, GA
11-010	MPSA Phase III - Bay 4 Pooler, GA	\$1,614,781.40	Sub	Industrial & Commercial	2011 / 2012	Mitsubishi Power Systems, Americas, Inc. Orlando, FL	Batson-Cook Company James Morrison 706-643-2500 Atlanta, GA
11-008	GPA - Container Berth Realignment CB 4, 5, & 6 Phase III Garden City Terminal, Garden City, GA	\$13,385,005.00	Prime	Port & Railroad	2011 / 2012	Georgia Ports Authority Savannah, GA	H. Wilson Tillison 912-964-3811
11-007	GPA - Container Berth 7 - Yard Expansion Garden City Terminal Garden City, GA	\$13,385,006.00	Prime	Port & Railroad	2011 / 2012	Georgia Ports Authority Savannah, GA	H. Wilson Tillison 912-964-3811
11-004	Great Dane Storm Drainage Statesboro, GA	\$824,045.00	Sub	Industrial & Commercial	2011 / 2012	Great Dane Trailers Savannah, GA	Cal Rowles 912-629-0222 Evans General Contractors Savannah, GA
11-003	Great Dane Sitemap Statesboro, GA	\$2,851,421.75	Sub	Industrial & Commercial	2011 / 2012	Great Dane Trailers Savannah, GA	Cal Rowles 912-629-0222 Evans General Contractors Savannah, GA
09-023	GDOT Call#1 SR25 BRSTO-0064-01(049) Ocean Highway Chatham Co., GA	\$1,185,934.36	Sub	DOT & Airport	2009 / 2012	Georgia Department of Transportation, Atlanta, GA	Dustin Stokes 404-633-5522 Rogers Bridge Co. Atlanta, GA
10-021	GDOT - SR 307 Overpass (over Port Authority new rail line)	\$1,178,765.00	Sub	DOT & Airport	2010 / 2012	Georgia Department of Transportation, Atlanta, GA	Lisa Smith 770-934-1839 Sunbelt Structures, Inc. Tucker, GA
10-020	Daniel Education Center Jacksonville, FL	\$640,701.90	Prime	Industrial & Commercial	2010 / 2012	Daniel Properties Jacksonville, FL	904-296-1055
10-025	Bryant Commons Detention Pond Liberty County, GA	\$1,561,780.27	Prime	Public Works & Infrastructure	2010 / 2012	The City of Hinesville, Hinesville, GA	Marcus Sack, E.I.T 912-368-5212 P.C. Simonton & Associates, Inc. Hinesville, GA
07-037	GDOT - SR84 EDS-84(22)01 Wayne Co., GA	\$19,097,139.53	Prime	DOT & Airport	2007 / 2012	Georgia Department of Transportation, Atlanta, GA	Brian Chech 912-654-2940
COMPLETED 2011							
11-020	Broadhurst Environmental Landfill Screven, GA	\$88,250.00	Prime	Landfill	2011 / 2011	Republic Services of GA LLC Buford, GA	Brett McClellan - environmental mgr 404-291-0113 Buford, GA
11-018	Gulfstream S. Campus Fueling Improvements Savannah, GA	\$61,540.32	Sub	DOT & Airport	2011 / 2011	Gulfstream Aerospace Corporation, Savannah, GA	Lary Gilbert, project manager Seneca Companies 800-366-5500 Des Moines, IA
11-017	165th - Construction Base Entrance Savannah, GA	\$61,541.32	Sub	Industrial & Commercial	2011 / 2011	USFPO (United States Property & Fiscal Atlanta, GA	Ty Cloud, project manager WAM Industries, Inc 678-302-0387 Atlanta, GA

Bid No.: 17-44

ATTACHMENT "G"

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project (17-44) Number/Description: Woodlawn Road Phase 2 Improvements

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

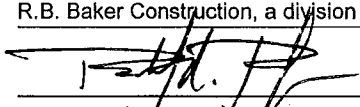
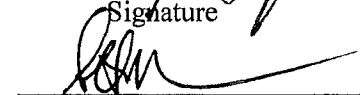
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: R.B. Baker Construction, a division of Reeves Construction Company

Authorized Representative(s) :

 Signature	<u>Robert Ponton, President</u> Print Name/Title
 Signature	<u>Scott Newman, Assist. Secretary</u> Print Name/Title

ATTACHMENT H

UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

No.	Item Description	QTY	Unit	Unit Price	Total Price
1	Clearing And Grubbing	6	AC	\$ 11,000.00	\$ 66,000.00
2	Regular Excavation	6,884	CY	\$ 6.00	\$ 41,304.00
3	Unsuitable Excavation	1,200	CY	\$ 25.00	\$ 30,000.00
4	Removal of Existing Asphalt Pavement	4,110	SY	\$ 5.00	\$ 20,550.00
5	Concrete Removal	36	SY	\$ 8.30	\$ 298.80
6	Fill	4,917	CY	\$ 5.00	\$ 24,585.00
7	Type B Stabilization (12")	10,600	SY	\$ 7.65	\$ 81,090.00
8	Milling Existing Asphalt (1.5" Avg)	5,580	SY	\$ 2.20	\$ 12,276.00
9	Asphaltic Concrete (Type SP 12.5) 2" (110 #/SY/in)	1,895	TN	\$ 98.20	\$ 186,089.00
10	Asphaltic Concrete (Type FC 9.5) 1.5" (110 #/SY/in)	1,420	TN	\$ 108.10	\$ 153,502.00
11	Concrete Curb and Gutter, Type F	166	LF	\$ 40.00	\$ 6,640.00
12	4" Thick Concrete Sidewalk	1,048	SY	\$ 32.00	\$ 33,536.00
13	6" Thick Residential Driveway	291	SY	\$ 38.00	\$ 11,058.00
14	Detectable Warning Panel	7	EA	\$ 530.00	\$ 3,710.00
15	Sod, Argentine Bahia (Includes Water and Fertilizer)	19,600	SY	\$ 3.40	\$ 66,640.00
16	Inlet Protection Systems	22	EA	\$ 92.00	\$ 2,024.00
17	Single Sign Post (F&I) <12 SF	12	AS	\$ 400.00	\$ 4,800.00
18	Single Sign Post (F&I) 12-20 SF	1	AS	\$ 2,000.00	\$ 2,000.00
19	Single Sign Post (Removal)	10	AS	\$ 28.00	\$ 280.00
20	6" White Stripe	7,315	LF	\$ 0.25	\$ 1,828.75
21	6" Yellow Stripe (painted)	7,428	LF	\$ 0.25	\$ 1,857.00
22	18" Yellow Stripe (painted)	216	LF	\$ 1.75	\$ 378.00
23	6" White Skip (2'-4') Stripe (painted)	355	LF	\$ 0.10	\$ 35.50
24	6" Yellow Skip (2'-4') Stripe (painted)	807	LF	\$ 0.10	\$ 80.70
25	Stop Bar (Thermoplastic)	91	LF	\$ 7.50	\$ 682.50
26	12" White Crosswalk (Thermoplastic)	429	LF	\$ 4.40	\$ 1,887.60
27	24" White Stop Bar (Thermoplastic)	91	LF	\$ 7.60	\$ 691.60
28	Reflective Pavement Marker W/R	125	EA	\$ 3.30	\$ 412.50
29	Reflective Pavement Marker Y/Y	125	EA	\$ 3.30	\$ 412.50
30	Rapid Flashing Beacon Assembly	2	EA	\$ 8,300.00	\$ 14,600.00
31	Thermoplastic Arrow	10	EA	\$ 100.00	\$ 1,000.00
32	Variable Message Board	450	EA	\$ 20.00	\$ 9,000.00
33	15" Reinforced Concrete Pipe	36	LF	\$ 64.00	\$ 2,304.00
34	18" Reinforced Concrete Pipe	496	LF	\$ 55.00	\$ 27,280.00
35	30" Reinforced Concrete Pipe	182	LF	\$ 83.00	\$ 15,106.00
36	14"x23" Elliptical Reinforced Concrete Pipe	653	LF	\$ 62.00	\$ 40,486.00
37	19"x30" Elliptical Reinforced Concrete Pipe	106	LF	\$ 71.00	\$ 7,526.00
38	18" Mitered End Section	4	EA	\$ 1,850.00	\$ 7,400.00

39	14"x23" Mitered End Section	4	EA	\$ 2,000.00	\$ 8,000.00
40	19"x30" Mitered End Section	1	EA	\$ 2,250.00	\$ 2,250.00
41	Type C Ditch Bottom Inlet	12	EA	\$ 2,350.00	\$ 28,200.00
42	30" Straight Concrete Endway	2	EA	\$ 4,200.00	\$ 8,400.00
43	Concrete Control Weir	1	EA	\$ 12,000.00	\$ 12,000.00
44	Concrete Pipe Collar	2	EA	\$ 960.00	\$ 1,920.00
45	TV Storm Pipe	1,473	LF	\$ 1.40	\$ 2,062.20
46	SWPPP	1	LS	\$ 4,500.00	\$ 4,500.00
47	Testing	1	LS	\$ 14,000.00	\$ 14,000.00
48	Maintenance of Traffic	150	DA	\$ 515.00	\$ 77,250.00
49	Mobilization	1	LS	\$ 156,000.00	\$ 156,000.00
50	Performance Bond	1	LS	\$ 12,600.00	\$ 12,600.00
51	Asphalt Overbuild	800	TN	\$ 101.50	\$ 81,200.00
52	Excavatable Flowable Fill	22	CY	\$ 240.00	\$ 5,280.00
				\$	\$
SUBTOTAL				\$	1,295,013.65

No.	Item Description	QTY	Unit	Unit Price	Total Price
Option 1	10" Compacted Limerock Base, Primed (Optional Base Group 09) Regular Excavation	10,181	SY	\$ 17.00	\$ 173,077.00
Option 2	6" Asphaltic Base B-12.5 (Optional Base Group 09)	10,181	SY	\$ 28.95	\$ 294,739.95

GRAND TOTAL (OPTION 1) = \$ 1,468,090.65

GRAND TOTAL (OPTION 2) = \$ 1,589,753.60

REEVES CONSTRUCTION COMPANY
 250 Pemmons Road
 Duncan, SC 29334
 (864) 416-0200



Updated 1/1/2017

REEVES CONSTRUCTION COMPANY DIRECTORS/OFFICERS AS OF JANUARY 1, 2017				
COMPANIES		DIRECTORS		OFFICERS
NAME	SHAREHOLDERS		NAME	POSITION
1 REEVES CONSTRUCTION COMPANY 250 Pemmons Road Duncan, SC 29334 Incorp: Georgia 2/1/1955 12/6/2016	COLAS INC. 100%	1. JEAN VIOAL 2. JEAN-LUC BEGASSE DE DHAEM 3. JAMES E. WEEKS 4. ROBERT PONTON	1. JAMES E. WEEKS 2. ROBERT PONTON 3. FRED SHELTON 4. TERRY LOONEY 5. ANTHONY L. MARTINO, II 6. A. SCOTT FANT 7. BORIS URSAT 8. ROBERT LOAR 9. DEAN HAYMAN 10. CASEY SCHWAGER 11. PAUL EDWARDS 12. DALLAS SUGGS 13. SCOTT NEWMAN 14. RON BARGER 15. ROY S. HELMS, JR. JAY HAMMOND*	CHAIRMAN OF THE BOARD PRESIDENT CFO TREASURER SECRETARY VICE PRESIDENT BUSINESS DEV. & ASSIST SECRETARY VICE PRESIDENT ASSISTANT SECRETARY ASSISTANT SECRETARY ASSISTANT SECRETARY ASSISTANT SECRETARY ASSISTANT SECRETARY ASSISTANT SECRETARY ASSISTANT SECRETARY * BY APPT. TO EXECUTE CONTRACT (#5M)
SOUTHEAST EMULSIONS INC. 1596 Frank Road Columbus, OH 43223 Incorp South Carolina: 1/28/2012 12/6/2016	REEVES CONSTRUCTION COMPANY 100%	1. JAMES E. WEEKS 2. ROBERT PONTON	1. ROBERT PONTON 2. FRED SHELTON 3. TERRY LOONEY 4. ANTHONY L. MARTINO II 5. MICHAEL BURDETTE	PRESIDENT CFO TREASURER SECRETARY ASSISTANT SECRETARY
EASTERN BRIDGE COMPANY INC. Incorp: North Carolina 3/8/2002	DISSOLVED FROM THE STATE OF NORTH CAROLINA ON MARCH 24, 2011			
REEVES HOLDING CORPORATION Incorp: Delaware 9/4/2012	MERGED INTO REEVES CONSTRUCTION ON DECEMBER 31, 2012			
SLOAN CONSTRUCTION COMPANY, INC. Incorp: South Carolina 12/23/83	MERGED INTO REEVES CONSTRUCTION ON DECEMBER 31, 2012			
BAKER INFRASTRUCTURE GROUP INC. Incorp: Georgia 7/27/2012	MERGED INTO REEVES CONSTRUCTION ON DECEMBER 31, 2012			
CAROLINA ASPHALT EMULSIONS, LLC Formerly GEORGIA EMULSIONS, LLC Organized 12/1/2006	DISSOLVED FROM THE STATE OF GEORGIA ON MARCH 31, 2013			



St. Johns County Board of County Commissioners

Purchasing Division

May 22, 2017

ADDENDUM #1

THE BID DUE DATE REMAINS JUNE 21, 2017 AT 2:00 P.M.

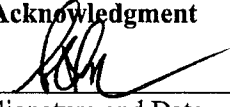
To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-44; Woodlawn Road Phase 2 Improvements

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Clarifications:

1. The plans/drawings for this project are attached this addendum.

Acknowledgment



Signature and Date

6/21/17

Scott Newman, Assist. Secretary

Printed Name/Title

R.B. Baker Construction, a division of Reeves Construction Company

Company Name (Print)

Sincerely,

David Klages
Contract Coordinator

END OF ADDENDUM NO. 1

*Eighty-three (83) pages to follow.



St. Johns County Board of County Commissioners

Purchasing Division

May 30, 2017

ADDENDUM #2

THE BID DUE DATE REMAINS JUNE 21, 2017 AT 2:00 P.M.

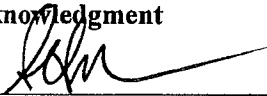
To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-44; Woodlawn Road Phase 2 Improvements

This Addendum #2 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Clarifications:

1. The requirement that a bidder must have been in business as a prime contractor or subcontractor for at least five (5) years has been removed. This requirement is no longer in effect for this bid.

Acknowledgment

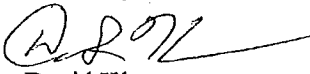


Signature and Date

6/21/17

Scott Newman, Assist. Secretary
Printed Name/Title

Sincerely,



David Klages
Contract Coordinator

R.B. Baker Construction, a division of Reeves Construction Co.
Company Name (Print)

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

June 8, 2017

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-44; Woodlawn Road Phase 2 Improvements

This Addendum #3 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Question:

1. From station 61+00 to station 71+00 on the westbound lane, the edge of the existing milled roadway becomes the new paved shoulder. Can the Contractor assume the existing base extends 6 inches past the existing edge of asphalt or is the Contractor required to install the 6 inches of base past the mill areas per detail number 107 on sheet 73?

Answer: The extent of the base outside of pavement is unknown, so the contractor should assume that no base exists beyond the edge of pavement. Shoulder should be constructed per Detail 107.

Clarification:

1. The following link will provide access to the Plans/Drawings for this project in both PDF and Auto Cad:
<ftp://ftpanon.sjcfl.us/ftppurch11/Bid%20No.%2017-44%20Plans/>.

THE BID DUE DATE REMAINS JUNE 21, 2017 AT 2:00 P.M.

Acknowledgment

6/21/17

Signature and Date

Scott Newman, Assist. Secretary

Printed Name/Title

R.B. Baker Construction, a division of Reeves Construction Co.

Company Name (Print)

Sincerely,

David Klages
Contract Coordinator

END OF ADDENDUM NO. 3



St. Johns County Board of County Commissioners

Purchasing Division

June 12, 2017

ADDENDUM #4

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-44; Woodlawn Road Phase 2 Improvements

This Addendum #4 is issued to further respondents' information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Question:

- 1. The bid documents do not show a pay item for asphalt overbuild. There are places that will require more than 8" of asphalt buildup before the 2" and 1.5" asphalt surface can be applied. Would you please advise on how to proceed?

Answer: A revised Schedule of Values is included as part of this addendum. Item #51 for asphalt overbuild has been added. Asphalt overbuild should be per FDOT Standard Specification Section 334. Please note that item #52 for flowable fill has also been added for pipe crossings requiring flowable fill. Please use this revised version when submitting your bid proposal.

- 2. Is there a geotech report or borings for the project?

Answer: A copy of the roadway borings is attached as part of this addendum.

THE BID DUE DATE REMAINS JUNE 21, 2017 AT 2:00 P.M.

Acknowledgment

Signature and Date

Scott Newman, Assist. Secretary

Printed Name/Title

R.B. Baker Construction, a division of Reeves Construction Co.

Company Name (Print)

Sincerely,

David Klages
Contract Coordinator

**END OF ADDENDUM NO. 4
Nineteen (19) pages to follow.**



**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**
(1992 EDITION, REVISED 12/18/13)

This Contract Agreement ("Agreement") is made as of _____, 2017 by and between **ST. JOHNS COUNTY, FL** ("Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **R.B. BAKER CONSTRUCTION, a division of REEVES CONSTRUCTION COMPANY** ("Contractor"), with offices located at: 249 Industry Place, St. Augustine, FL 32095, Phone: (904) 824-9901, Fax: (904) 824-9601, and E-mail: ScottN@rbbaker.com, under seal for Construction of **BID NO: 17-44; WOODLAWN ROAD PHASE 2 IMPROVEMENTS**, hereinafter referred to as the "Project".

The Owner and the Contractor hereby agree as follows:

**ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS**

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following: Bid Documents, Addendums 1 through 4, Bonds and Insurance.

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to this Project. Specifically, but without limitation, this Agreement supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Priority with Others

1.4.1 Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Agreement is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include," "includes" or "including," as used in this Agreement, shall be deemed to be followed by the phrase "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a

material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Agreement.

1.5.6 Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve any such approval by evidence of the Contractor's compliance with the Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

**ARTICLE II
THE WORK**

2.1 Scope of Work

The Contractor shall perform all of the Work required, implied, or reasonably inferable from, this Agreement.

2.1.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. The Work to be performed by the Contractor is generally described as follows:

Furnish all labor, materials, and equipment necessary for the widening of Woodlawn Road. Included in this project are drainage culvert construction, drainage pipe removal, sidewalk removal and construction, driveway removal and construction, asphalt removal and construction, vegetation removal and replacement, striping removal and replacement, detectable warning construction, curb and gutter construction, utility coordination, ditch grading and excavation, restoring and armoring ditches, erosion control, sodding, television of pipes, and maintenance of traffic.

All work shall be performed in accordance with the plans and specifications under Bid No. 17-44.

**ARTICLE III
CONTRACT TIME**

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within **ten (10)** days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **one hundred fifty (150)** consecutive calendar days. Final Completion shall be reached by or before **sixty (60)** consecutive calendar days after Substantial Completion.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the "Contract Time."

3.1.2 The Contractor shall pay the Owner the sum of **(\$1,584.00)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

**ARTICLE IV
CONTRACT PRICE**

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a total Lump Sum price of **one million five hundred eighty-nine thousand seven hundred fifty-three dollars and sixty cents (\$1,589,753.60)**.

The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

**ARTICLE V
PAYMENT OF THE CONTRACT PRICE**

5.1 Schedule of Values

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Project Director a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Director or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Agreement. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Project Director and the Owner. The Owner may terminate this Agreement without liability of any kind if the Schedule of Values is not agreed upon within fifteen (15) calendar days of the effective date hereof.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments - On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment based upon the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted. Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, payments will be made in accordance with the Local Government Prompt Payment Act.

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the estimate, based upon the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

(a) Owner may withhold from each progress payment made to the Contractor an amount not to exceed ten (10) percent of the payment as retainage until fifty (50) percent completion of the Work.

(b) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, Owner will reduce to five (5) percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. The term "fifty (50) percent completion" as used in this provision means the point at which Owner has expensed fifty (50) percent of the total cost of the Work purchased as provided herein, together with all costs associated with existing change orders and other additions or modifications to the Work described herein.

(c) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, the Contractor may present to the Owner a payment request for up one-half of the retainage held by the Owner. The Owner shall make prompt payment to the Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the Owner or the Contractor.

5.2.4 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested that the Work has been properly installed or performed in full accordance with this Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Director and Engineer shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement. The Project Director shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on accounts of the Contract Price within thirty (30) days following the Project Director's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Director less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Agreement. The Project Director's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.5 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

5.3 Withheld Payment

5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or

all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- a) Defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
- b) claims of third parties against the Owner or the Owner's property;
- c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) Evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
- e) Evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
- f) Persistent failure to carry out the Work in accordance with the Contract;
- g) Damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the Owner and the Project Director, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work is ~~Substantially Complete~~, the Contractor shall submit to the Project Director a list of items to be completed or corrected. ~~When the Project Director on the basis of an inspection determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.~~

Until Final Completion and acceptance of the Work by the Owner, the Owner shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten Percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the Owner and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Agreement and this Agreement has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds

withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Director its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Director or the Owner; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by Owner the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Director's execution of a Final Certificate for Payment.

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner \$25.00 per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, the Owner may order the Contractor to stop the Work, on any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall

perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Agreement.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Agreement. This warranty shall survive termination of this Agreement and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their name unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Agreement.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Agreement marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Submittals shall belong to Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Project Director shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, employees and officials from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work noted in either the Scope of Work, or the Contract Documents, that are referenced and considered a part of this Agreement. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting therefrom or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Agreement. The Project Director shall be the Owner's representative from the effective date of this Agreement until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Agreement.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the

Contractor.

8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Agreement.

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Agreement. If the Project Director deems it necessary or advisable, the Project Director shall authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Agreement and shall issue a Final Certificate for Payment upon compliance with the requirements of this Agreement.

8.1.9 The Project Director's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Agreement and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Agreement, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time - An extension of Contract Time shall not be given due to weather conditions unless such weather conditions more severe than average have caused a delay. In requesting extension of time for weather conditions; Contractor shall present complete records and such requests shall document how weather conditions delayed progress of Work.

8.3 Field Orders

8.3.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such field orders promptly.

ARTICLE IX SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Agreement and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the County Administrator, or his authorized designee, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. Only the Change Order may change

the Contract Price and the Contract Time.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 If Unit Prices are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitably adjusted.

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Agreement, it shall, if required by the Project Director, be uncovered for the Project Director's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Director or Owner, be uncovered for the Project Director's inspection. If such Work conforms strictly to this Agreement, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such

Work does not strictly conform to this Agreement, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Agreement. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Agreement, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under this Agreement. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Agreement and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Agreement by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Agreement for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the

Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;
- (d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;
- (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of this Agreement, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

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

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. **Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.** Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

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

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 if applicable.

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

ARTICLE XIV MISCELLANEOUS

14.1 Governing Law & Venue

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

14.2 Successors and Assignments

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. The Contractor shall not assign this Agreement without written consent of the Owner.

14.3 Surety Bonds

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such Bonds. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

14.4. Safety of Persons and Property

14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor report thereof shall be made immediately to the Engineer.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

16.1.6 The Contractor agrees to insert in any Subcontract under this Agreement the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVII PUBLIC RECORDS

17.1 Public Records

17.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

17.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

BID NO: 17-44; WOODLAWN ROAD PHASE 2 IMPROVEMENTS

Owner

St. Johns County, FL (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Jaime Locklear, CPPB, FCCM
Printed Name

Assistant Purchasing Manager
Title

Date of Execution

Contractor

R.B. Baker Construction, a division of Reeves
Construction Company (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Deputy County Attorney

Date of Execution

