

RESOLUTION NO. 2018 - 18

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 18-22 AND TO EXECUTE AGREEMENTS FOR UTILITY REHABILITATION/CONSTRUCTION SERVICES.**

**RECITALS**

**WHEREAS**, the County desires to enter into contracts with Callaway Contracting, Inc., G&H Underground Construction, Inc., Gruhn May, Inc., Hinterland Group, Inc., Insituform Technologies, LLC, Layne Inliner, LLC, National Water Main Cleaning, Co., PBM Constructors, Inc., SGS Contracting Services, Inc., US Water Services Corp., and Wharton-Smith, Inc. to provide Utility Rehabilitation/ Construction Services in accordance with RFP No. 18-22; and

**WHEREAS**, the scope of the services shall include but may not be limited to furnishing all labor and materials necessary for the installation and/or rehabilitation of water, reuse, and sewer transmission, distribution and collection systems; pump stations; minor water and wastewater treatment facility projects; and other related services including ancillary electrical work that is related to water, wastewater, and/or reuse projects for Utility Rehabilitation/Construction Services in accordance with RFP No. 18-22; and

**WHEREAS**, through the County's formal RFP process, Callaway Contracting, Inc., G&H Underground Construction, Inc., Gruhn May, Inc., Hinterland Group, Inc., Insituform Technologies, LLC, Layne Inliner, LLC, National Water Main Cleaning, Co., PBM Constructors, Inc., SGS Contracting Services, Inc., US Water Services Corp., and Wharton-Smith, Inc. were selected as qualified respondents to enter into 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 contracts to complete the work services serves a public purpose.

**WHEREAS**, the contract will be finalized after negotiations but 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 RFP 18-22 to Callaway Contracting, Inc., G&H Underground Construction, Inc., Gruhn May, Inc., Hinterland Group, Inc., Insituform Technologies, LLC, Layne Inliner, LLC, National Water Main Cleaning, Co., PBM Constructors, Inc., SGS Contracting Services, Inc., US Water Services Corp., and Wharton-Smith, Inc. and to execute contracts to provide the services set forth therein.

Section 3. Upon board approval, the County Administrator, or designee, is 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 RFP 18-22.

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 16<sup>th</sup> day of January, 2018.

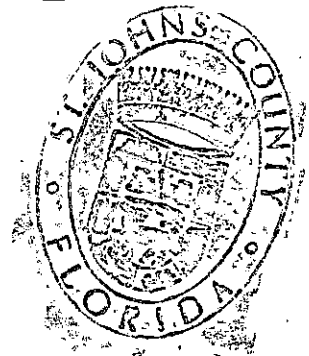
**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean  
Henry Dean, Chair

**ATTEST:** Hunter S. Conrad, Clerk

By: Pam Satterman  
Deputy Clerk

**RENDITION DATE** 1/18/18





**CONTINUING CONSTRUCTION CONTRACT AGREEMENT  
BETWEEN COUNTY AND CONTRACTOR  
(2012 EDITION)  
MASTER CONTRACT #: 18-MCC-CAL-08924**

This Contract Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **Callaway Contracting, Inc.** ("Contractor"), a company authorized to do business in the State of Florida, with offices located at 10950 New Berlin Road, Jacksonville, FL 32226; Phone: (904) 751-8944; Email: [pat@callawaycontracting.com](mailto:pat@callawaycontracting.com) ; under seal for **RFP No: 18-22, Utility Rehabilitation/Construction Services**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

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

**1.1 The Contract and Contract Documents**

- 1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.
- 1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all RFP No: 18-22 documents together with all addenda thereto; (3) all Specifications; (4) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract; and (5) FEMA Public Assistance Program Required Contract Clauses (Exhibit B). Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

**1.2 Contract Term and Extension**

- 1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by the County ("Effective Date"), and shall remain in effect for a period of three (3) calendar years.
- 1.2.2 The term of the Contract may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While the Contract may be renewed as provided herein, it is expressly noted that the County is under no obligation to renew or extend the Contract. It is further expressly noted that the option of renewing the Contract is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed under the terms of the Contract. The County reserves the right to further extend the Contract, as necessary, to complete any ongoing projects, or as best serves the needs of the County.

**1.3 Entire Agreement**

- 1.3.1 The Contract, together with the Contractor's Public Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between the County and the Contractor with reference to RFP No: 18-22; Utility Rehabilitation/Construction Services. Specifically, but without limitation, the Contract supersedes any RFP Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.

**1.4 No Privity with Others**

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

**1.5 Intent and Interpretation**

- 1.5.1 The intent of the Contract 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 Project Price as provided by Task Order.
- 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 the Contract, 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 the Contract, 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 the Contract 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 the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 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 County 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 County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. **HOWEVER, THE COUNTY 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. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 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.
- 1.5.10 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 County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

## **ARTICLE II – THE WORK**

- 2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth each Task Order; 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 the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

## **ARTICLE III – PROJECT TIME**

- 3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

3.1.2 For each project, the Contractor shall pay the County the sum of nine hundred fifty eight dollars (\$958.00), based on the FDOT Table provided in the RFP Document for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work. Any sums 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 County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Substantial Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County 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 County has withheld payment, the County 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 as provided by Task Order that the County 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 Contract.

## ARTICLE IV – PROJECT PRICE

### 4.1 The Project Price

4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars (\$200,000), without prior written authorization by the County Administrator or authorized designee. No Task Order will be issued for over \$200,000.00 unless approved by the Board of County Commissioners.

## ARTICLE V – PAYMENT OF THE PROJECT PRICE

### 5.1 Schedule of Values

5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order 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 the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

### 5.2 Payment Procedure

5.2.1 The County shall pay the Project Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project

Manager may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such 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 the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) 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 the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

- 5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County 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 County 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.
- 5.2.5 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 County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.
- 5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

### 5.3 Withheld Payment

- 5.3.1 County 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 County from loss because of:
  - (1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
  - (2) claims of third parties against the County or the County's property;
  - (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
  - (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
  - (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
  - (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
  - (7) damage to the County or a third party to whom the County is, or may be, liable;
  - (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County 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 by Task Order for payment to the Contractor by the County, the County, 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 County and the Project

Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

## 5.5 Substantial Completion

5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County 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 Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County 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 County, the County shall pay the Contractor an amount equal to ninety percent (90%) of the Project Price. Ten Percent (10%) of the Project Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

## 5.6 Final Completion and Final Payment

5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project 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 County 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 in the Certificate of Substantial Completion, the Contractor shall pay the County 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 for Final Completion of the Work. Any sums 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 County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County 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 County has withheld payment, the County 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 Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County'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 County; 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 County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

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

5.6.4 Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County 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 COUNTY

6.1 Information, Services and Things Required from County

- 6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, 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 County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.
- 6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction 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 Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.
- 6.3 County's Right to Perform Work
  - 6.3.1 If the Contractor's Work is stopped by the County under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage shall be eliminated or corrected, the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work.  
  
In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

## **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 Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.
- 7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County 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 County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project 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 each 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 County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract 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 names unless the County 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 for each project, shall submit to the Project Manager 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 each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

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 for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project 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 there from.

7.11 Access to Work

7.11.1 The County and the Project Manager 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, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees 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 the Contract Documents, that are referenced and considered a part of the Contract. 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 there from 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 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 for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

### **ARTICLE VIII – CONTRACT ADMINISTRATION**

#### 8.1 Project Manager

8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.

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

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

8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.

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

8.1.6 The Project Manager 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 Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.1.8 The Project Manager 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 County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.

8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.

#### 8.2 Claims by the Contractor

- 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. 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 the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager 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 Task Order, 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 the Task Order, 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 Pricing Proposal for the Work, the Project 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 County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager 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 Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager 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 County for compensation in excess of the Project Price, any liability of the County 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 County 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 Work 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 County or someone acting on the County'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 Manager, for such reasonable time as the Project Manager 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 a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim 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 Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.
- 8.3 Field Orders
- 8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project 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 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within seven (7) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager 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 County 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 each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

### 10.2 Change Order Defined

10.2.1 The term “Change Order” shall mean a written order to the Contractor executed by the County Administrator, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

### 10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project 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 County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, 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-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County’s Certificate of Payment.

- 10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.
- 10.4 Minor Changes
- 10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.
- 10.5 Effect of Executed Change Order
- 10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County 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 County 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 for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.
- 11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, 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 Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.
- 11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, 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 the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.
- 11.3 County May Accept Defective or Nonconforming Work

11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, the Project 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 Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

## **ARTICLE XII – CONTRACT TERMINATION**

### **12.1 Termination by the Contractor**

12.1.1 For each project, 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 County, terminate performance under the Contract and recover from the County 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 For each project, if the County 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 the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

### **12.2 Termination by the County**

#### **12.2.1 For Convenience**

12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County 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 County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), 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;

- (iii) 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 Project 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 to complete the Work, or 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 the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project 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 termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

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

12.2.2.3 In the event the Contract is terminated by the County 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

13.1.1 The Contractor shall not commence work under this Contract 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 Contract.

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

13.1.1.1 The Contractor shall maintain throughout the life of this Contract, 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.

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

- 13.1.1.3 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.
- 13.1.1.4 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.
- 13.1.1.5 The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.
- 13.1.1.6 In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.
- 13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.
- 13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.
- 13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

**ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY**

**14.1 Contractor's Employment Opportunity**

- 14.1.1 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 measures 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.

- 14.1.2 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 XV – APPRENTICESHIP LAW REQUIREMENTS**

**15.1 Apprenticeship Law (Chapter 446, Florida Statutes)**

- 15.1.1 In accordance with applicable Florida law, 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.
- 15.1.2 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.
- 15.1.3 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.
- 15.1.4 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.

- 15.1.5 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.
- 15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.
- 15.1.7 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 XVI – PUBLIC RECORDS**

##### **16.1 Public Records (Chapter 119, Florida Statutes)**

- 16.1.1 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.
- 16.1.2 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.
- 16.1.3 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.
- 16.1.4 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: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

#### **ARTICLE XVII – MISCELLANEOUS**

##### **17.1 Governing Law and Venue**

- 17.1.1 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.
- 17.2 Successors and Assigns
- 17.2.1 The County 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 the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.
- 17.3 Surety Bonds
- 17.3.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.
- 17.4. Safety of Persons and Property
- 17.4.1 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.
- 17.4.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.
- 17.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract 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 County.
- 17.5 Amendments
- It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination; as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.
- 17.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws
- In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.
- 17.7 Effect of Failure to Insist on Strict Compliance with Conditions
- The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.
- 17.8 Severability
- If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.11 Notice Regarding Public Entity Crimes

Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

- (a) Contracting to provide goods or services to a public entity;
- (b) Submitting a bid on a contract for construction or repair of a public building or public work;
- (c) Submitting bids on leases of real property to a public entity;
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

17.12. Termination Under Section 287.135, Florida Statutes

Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

17.13. Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.14. Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contractor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.15. Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.16. No Third Party Beneficiaries

Both the County and the Contractor explicitly agree, and the Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

17.17. E-Verify

The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules and provisions associated with the federal E-verify Program for Employment Verification.

17.18. Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

\*\*\*\*\*

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

**COUNTY**

**CONTRACTOR**

St. Johns County, FL (Seal)

Callaway Contracting, Inc (Seal)

By: Jaime T. Locklear, MPA, CPPB, FCCM  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Assistant Purchasing Manager  
(Title of Signing Representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Signing Representative)

\_\_\_\_\_  
(Date of Execution)

\_\_\_\_\_  
(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

**RFP No: 18-22; Utility Rehabilitation/Construction Services  
MASTER CONTRACT # 18-MCC-CAL-08924**

**EXHIBIT "A"  
UNIT PRICE LIST**

**Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
A.	Clean New Sanitary Sewer Manhole/Wetwell	100	SF	46.50
B.	Clean Existing Sanitary Sewer Manhole/Wetwell	5000	SF	9.00
C.	Chemical Grout Injection (Small)	50	TUBE	49.00
D.	Chemical Grout Injection (Large)	50	GAL	305.00
E.	Repair Wall w/ High Strength Mortar (Ave 2" Depth)	500	SF	18.00
F.	Coat New Sanitary Sewer Manhole	100	SF	82.00
G.	Coat Existing Sanitary Sewer Manhole	5000	SF	26.00
H.	Coat Existing Wetwell	500	SF	54.00
I.	Interior Manhole Coating/Lining Repair	100	SF	155.00
J.	Manhole Test	10	EA	282.00
K.	Concrete Adjustment Rings (0"-12")	10	EA	1518.00
L.	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	1	VF	511.00
M.	Bench Replacement	10	EA	732.00
N.	Replace Frame & Cover (24"-30")	10	EA	1840.00
O.	Replace Frame & Cover (32"-36")	10	EA	2614.00
P.	Inside Drop System 4" - 8"	1	EA	3942.00
Q.	Inside Drop System 10" - 12"	1	EA	4835.00
R.	Maintenance of Traffic			
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY	844.00
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY	1961.00
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK	4900.00
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK	8950.00
e.	Variable Message Board (per week)	1	WK	185.00
S.	Regular Mobilization (~4-6 weeks)	1	EA	6958.00
T.	Emergency Mobilization (< 1 week)	1	EA	8944.00
U.	Construction Performance & Payment Bond Not to Exceed 2%		%	2%

**Part D – Time & Materials for Water, Wastewater, & Reuse Projects**

ITEM NO.	DESCRIPTION	HOURLY BASE RATE	HOURLY BILLING RATE*	OVERTIME BILLING RATE**	HOLIDAY BILLING RATE***
<b>A. Labor</b>					
a.	Project Manager	42.00	73.00	102.00	102.00
b.	Superintendent	38.00	68.00	99.00	99.00
c.	Foreman	36.00	63.00	94.00	94.00
d.	Equipment Operator	20.00	35.00	52.00	52.00
e.	Truck Driver	16.00	27.00	40.00	40.00
f.	Pipe Layer	16.00	39.00	43.00	43.00
g.	Skilled Laborer	15.00	26.00	37.00	37.00
h.	Unskilled Laborer	13.00	23.00	35.00	35.00
<b>B. Equipment</b>					
a.	Backhoe		39.00		
b.	Excavator		75.00		
c.	Small Loader/Skid Steer Loader		55.00		
d.	Grader		75.00		
e.	Dozer		71.00		
f.	Dump Truck		72.00		
g.	Small Equipment/Tools		72.00		
<b>C. Materials</b>		<b>COST + MAX. 15% MARKUP</b>			
<b>D. Subcontractors</b>		<b>COST + MAX. 5% MARKUP</b>			
<b>E. Rentals</b>		<b>COST + MAX. 5% MARKUP</b>			
<b>F. Mobilization</b>					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA	6957.00	
b.	Emergency Mobilization (< 1 week)	1	EA	8943.00	
<b>Sub-total</b>					\$
<b>G. Bond</b>					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%			2%	

**RFP No: 18-22; Utility Rehabilitation/Construction Services**  
**MASTER CONTRACT # 18-MCC-CAL-08924**  
**EXHIBIT "C"**

**FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES**

**1. Equal Employment Opportunity.**

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; 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 to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the

Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

## **2. Contract Work Hours and Safety Standards Act.**

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

## **3. Compliance with Clean Air Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. Compliance with Federal Water Pollution Control Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**5. Debarment and Suspension.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

#### **7. Procurement of Recovered Materials.**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.

#### **8. DHS Seal, Logo, and Flags.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **9. Compliance with Federal Law, Regulations, and Executive Orders.**

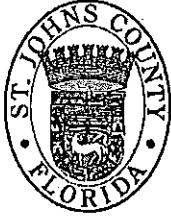
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **10. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **11. Fraud and False or Fraudulent or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



St. Johns County Board of County Commissioners

Purchasing Division

**NOTICE OF INTENT TO AWARD**

December 4, 2017

**RE:** RFP No: 18-22 – Utility Rehabilitation/Construction Services

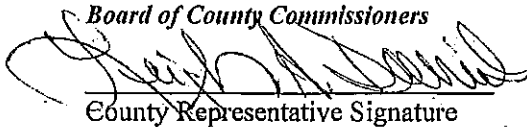
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Callaway Contracting, Inc., G&H Underground Constructions, Inc., Gruhn May, Inc., Hinterland Group, Inc., Insituform Technologies, LLC, Layne Inliner, LLC, National Water Main Cleaning Co., PBM Constructors, Inc., SGS Contracting Services, Inc., US Water Services Corp., and Wharton-Smith, Inc. as the qualified firms selected under for RFP No: 18-22 – Utility Rehabilitation/Construction Services. This notice will remain posted St. Johns County Purchasing Department bulletin board until 11:00 AM, Thursday, December 7, 2017.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. 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 herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,  
St. Johns County  
Board of County Commissioners



County Representative Signature

Date: 12/4/17

Leigh A. Daniels, CPPB,  
Procurement Supervisor  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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**TO:** Scott Trigg, P.E., Chief Engineer – Capital Projects  
**FROM:** Leigh Daniels, CPPB, Procurement Supervisor  
**SUBJECT:** Department Approval for RFP No. 18-22, Utility Rehabilitation/ Construction Services  
**DATE:** November 30, 2017

Attached is a copy of the technical proposal review summary 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 Scott Trigg

Date 12/1/17

Budget Amount \$1,500,000/yr

Account Funding Title varies.

Funding Charge Code varies

Award to All (exceeding 400 pts)

Award Amount per TO

## EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: November 30, 2017  
 RFP: RFP 18-22, Utility Rehabilitation/  
 Construction Services

FIRM	RATER John Burnham	RATER Bill Freemen	RATER James Overton	RATER Teri Pinson	RATER Samuel Schllesinger	TOTAL	RANK	COMMENTS
Callaway Contracting, Inc.	89	87	93	94	95	458	2	
G&H Underground Construction	86	81	94	96	96	453	4	
Gruhn May, Inc.	89	83	93	98	95	458	2	
Hinterland Group Inc.	91	73	94	94	97	449	5	
Insituform Technologies, LLC	88	70	98	100	98	454	3	
Layne Inliner, LLC	82	58	92	92	94	418	6	
National Water Main Cleaning Co.	66	65	92	89	96	408	7	
PBM Constructors Inc.	63	86	91	84	82	406	8	
SGS Contracting Services, Inc.	93	81	94	95	95	458	2	
US Water Services Corp.	92	71	97	94	95	449	5	
Vacvision Environmental, LLC	82	64	82	81	85	394	9	
Wharton-Smith, Inc.	95	79	98	100	99	471	1	

APPROVED: Assistant Purchasing Manager

Chief Engineer - Capital Projects

*James Schlessinger* 12/4/17  
*Scott King* 12/4/17

**NOTE:**

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM \_\_\_\_\_ December 4, 2017, UNTIL \_\_\_\_\_ December 7, 2017.

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

RFP 18-22

Utility Rehabilitation/Construction Services

Due Date: November 16, 2017

Time Due: 4:00 p.m.

Proposals Opened on

4:01 pm 11/16/17

COMPANY NAME	ADDRESS	DATE	TIME	PHONE/FAX	DELIVERED BY
Plastics Composites Inc	1222 Camp Ave Mount Dora, FL 32751	10/31/17	1:52pm	Ph.# Fax#	
Wharton-Smith, Inc	750 Monroe Road Sanford, FL 32771	11/16/17	8:41AM	Ph.# Fax#	In Person
SGS Contracting Services, Inc	23625 W. US Hwy 27 High Springs FL 32643	11/16/17	11:41AM	Ph.# Fax#	In Person
G+H Underground Construction	2200 N Ponce De Leon Blvd Ste 11, St Augustine, FL	11/16/17	12:10PM	Ph.# Fax#	In Person
Gruhn May, Inc.	6097 Ph. 11, ps Pkwy Dr. N Jacksonville, FL 32256	11/16/17	12:29 PM	Ph.# Fax#	In Person
Hinterland Group, Inc	992 W 15th Street Riviera Beach, FL	11/16/17	1:05PM	Ph.# Fax#	Mail
Vacvision Environmental, LLC	29 Rushmore Drive Greenville SC 29615	11/16/17	1:05PM	Ph.# Fax#	Mail
Layne <del>PA</del> Inliner, LLC	2531 Jewett Lane Sanford, FL 32771	11/16/17	1:05PM	Ph.# Fax#	Mail
US Water Services Corp	4934 Cross Bayou Blvd New Port Richey, FL 34652	11/16/17	1:05PM	Ph.# Fax#	Mail
National Water Main Cleaning Co.	1806 Newark Turnpike Kearny, NJ 07032	11/16/17	1:05PM	Ph.# Fax#	Mail
Callaway Contracting, Inc	10950 New Berlin Rd Jacksonville, FL 32216	11/16/17	2:40PM	Ph.# Fax#	In person
In Situ Form Technologies, LLC	1798 Edison Avenue Chesterfield, MO	11/16/17	3:15PM	Ph.# Fax#	In Person
PBM Constructors, Inc	3000 Fayer Rd Jacksonville, FL 32226	11/16/17	3:22PM	Ph.# Fax#	In Person
				Ph.# Fax#	
				Ph.# Fax#	
				Ph.# Fax#	



## St. Johns County Board of County Commissioners

Purchasing Division

November 3, 2017

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No. 18-22, Utility Rehabilitation/Construction Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP 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 Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

#### Questions:

1. **Unit Pricing/Rates:**

A. Respondents shall submit unit pricing/rate ONLY for work which they and their subcontractors are qualified to perform, as listed in the following pricing sheets:

- i. Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier;
- ii. Part B – Manhole/Wetwell Rehabilitation – Cementitious Barrier;
- iii. Part C – Sanitary Sewer Rehabilitation – Cured-in-place-Pipe (CIPP);
- iv. Part D – Time & Materials for Water, Wastewater, & Reuse Projects.

Does this mean that we can bid on one part and not the others? Do we have to bid all four?

**Answer: Correct, your firm can bid on one part and not the others. You do not have to submit pricing for all four Parts. You can do Part D only if you wish.**

2. May I know the Engineering's Estimate on this project?

**Answer: The County does not have an estimate budget for this RFP as the work is done on an as needed basis (see response to #5).**

3. Is the County willing to accept Ultra-Violet cured glass reinforced plastic CIPP liner in lieu of felt CIPP liner? UV CIPP has a much higher flexural modulus and meets or exceeds the performance of felt CIPP. If the answer is yes, may we have permission to "mark up" on the bid form the millage thicknesses that are typically applied in a UV CIPP application?

**Answer: Yes, the UV cured glass reinforced plastic CIPP pipe will be accepted as an approved alternate. SJCUD will allow the unit pricing sheets to be marked-up with an equivalent millage that meets or exceeds the felt CIPP liner.**

4. The advertisement states WWTP and WTP and Pump Stations in the scope of work but the bid form only shows pricing for underground utility work. We don't want to bid if it is only underground utility work. Can you please confirm if there is plant work and pump station work.

**Answer: Yes, this continuing contract does include pump station, water, wastewater, and reuse facility work on an as needed basis. Please see under Part III- General Requirements, paragraph A.**

5. How much does the Owner anticipate spending on this contract during its term(s)?

**Answer: Task orders will be issued on an as needed basis for projects less than \$200,000. Typically task orders will range from \$50,000 to \$200,000, although smaller task order amounts may be issued. The annual budget for capital projects under this RFP may range from \$1,000,000/year to \$1,500,000/year for the contract period.**

6. Part 2, Section A states the intent of the County is to award contracts to the firms with a minimum combined average score of 80 points, upon approval by the St. Johns County Board of County Commissioners, and successful negotiations. Will the Owner negotiate with Contractors who achieve a minimum score of 80 to award multiple contracts?

**Answer: Yes, the intent is to award a contract to as many Contractors meeting the minimum score of 80 points.**

7. Part 3, Section B states the County shall determine who shall be awarded work under this Contract based on lowest price. In Section H "Intent to Award", the County states it will enter negotiations with Contractors who score a minimum of 80. Will the Owner please establish the process for award of contract? We respectfully request the County explain a typical example for contract award combining the Apparent Low Bidder and the Contractor who scores the highest total points for the RFP evaluation.

**Answer: All Contractors which meet the minimum score required will be selected to enter into the continuing services contract for RFP 18-22. Ten (10) points will be awarded automatically for submitting the Unit Pricing sheets in part or in full. No points (0) will be awarded if Pricing Sheets are not submitted. The intent is that this does not weigh in qualifying Contractors under this contract. However, once selected the pricing sheet submitted shall be the basis of the pricing used on any task order executed under this contract. SJCUD will issue task orders to the Contractor with the lowest unit price/time and materials proposal based on the project's scope of services and the Contractor's qualifications. Should the Contractor be unable to meet the schedule or performance required, then SJCUD will go to the next lowest qualified proposal and so forth. All proposals shall be prepared utilizing the agreed upon unit pricing/time and materials sheets provided in this RFP.**

8. How will the owner anticipate issuing task orders? Will they be issued as singles or grouped together as packages? How many task orders does the County anticipate being issued for the term of the contract?

**Answer: Annual funding is typically determined the previous fiscal year for Infiltration & Inflow (I&I), sewer collection system rehabilitation, water and force main replacements/extensions, lift stations, and facilities (i.e. plants). Projects will be prioritized by SJCUD staff and issued as task orders to the qualified contractors with the lowest priced proposal that can meet the project schedule. Task orders will typically be grouped in a designated project areas (i.e. 40 manholes or 4,000 lf of CIPP within a given collection system, 2 minor lift stations rehabs, minor facility improvements, etc.). It is anticipated that 8-12 task orders in the \$50,000 to \$200,000 range will be issued on an annual basis. However, a small amount of task orders may require immediate attention that cannot be grouped. A line item for emergency mobilization and overtime rates has been provided in the unit price/time and materials pricing sheets to account for costs associated with these task orders.**

9. Has the owner utilized a similar contract previously? If so, who held the contract?

**Answer:** This is the first continuing services contract set up in this manner. SJCUD currently has a Minor Construction Services Contract (RFQ 13-59) which will expire next year. RFP 18-22 will take its place with the expanded pricing and scope of services.

**Callaway Contracting, Inc.**  
**Gruhn May, Inc.**  
**TB Landmark Construction, Inc.**

10. Will the Owner please provide any previous itemized bid tabs available for past projects of similar scope/contract type?

**Answer:** The last solicitation was an RFQ and pricing was not a part of the proposals therefore, none are available. See responses to #5, #7 and #8 above.

11. Are project locations, maps, or drawings for designed service areas known and available for review?

**Answer:** None are available at this time. Upon execution of the contracts, SJCUD will contact the Contractors with this information.

12. Will the County specify a curing method for CIPP (Cured-In-Place Pipe)?

**Answer:** See the attached Specification. Also, see response to #3.

Attachment: Section 02766, Cured-in-Place Pipe Liner

**THE RFP DUE DATE REMAINS November 16, 2017 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Leigh A. Daniels, CPPB  
Procurement Supervisor

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**

## SECTION 02766

### CURED-IN-PLACE PIPE LINER

#### PART I – GENERAL

##### A. DESCRIPTION

The Owner is requesting proposals for professional Cured-In-Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains (8" – 18" diameter), service laterals, and sectional lining on a continuing annual contract basis. The term of the agreement will be for a period of three (3) years with two one (1) year renewals to extend the agreement to five (5) years upon mutual agreement of both parties. The contract shall not exceed five (5) years.

##### B. SCOPE OF WORK:

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Sanitary sewer cleaning
- Sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration

##### C. EQUIPMENT/VEHICLES:

All contractor/subcontractor equipment shall be sufficient in size and number for work to be done in a timely manner under this contract. All contractor/subcontractor equipment shall be maintained in good operating condition. The Owner reserves the right to reject any equipment it deems unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the contractor/subcontractor to replace rejected equipment in a timely manner and at no cost to the Owner.

##### D. CONTRACTOR REQUIREMENTS:

- a) The contractor shall employ adequate staff to perform the services required. Staff should include: Project Representative, Project Manager, Field Supervisor and Senior Foreman. Staff shall be proficient and experienced in all phases of services mentioned.
- b) The contractor shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. No personal vehicles are to be parked at the job site.
- c) The contractor shall perform all work and shall be a licensed contractor for these services.
- d) The contract shall be certified in confined space entry and traffic control per OSHA requirements.

- e) **Cleaning of Sewer Lines:** The contractor shall remove and properly dispose of all internal debris from the inside of sewer lines that will interfere with the installation of CIPP.
- f) **Bypassing Sewage:** The contractor shall provide for the flow of sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping.
- g) **TV & Inspection of Pipelines:** Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines and it shall be noted that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner. All video inspection shall be witnessed by an Owner representative as it is being performed.
- h) **Manhole/Liner Interface:** It shall be the responsibility of the contractor to make a watertight seal at the interface where the liner/host pipe meets the manhole.
- i) **Service Reconnection:** Service reconnection refers to the reinstatement of the customer service connection of the sewer main after the installation of CIPP System. This is accomplished from within the sewer main via a remote controlled cutting device. The service reconnection will not be considered by the Owner to be complete until it is polished.
- j) **Service with Pressure Grouting:** Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The contractor shall provide trenchless reconstruction of service lateral and main line sewers. The contractor shall have the capability of performing services which include televised inspection, data collection, system flow analysis and pipeline reconstruction.
- k) The contractor shall provide services that include safety measures for both the public and workers shall coordinate all scheduling with the Owner.
- l) The contractor shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected contractor to protect the workers, public and Owner staff from the exposure to harmful or hazardous substances within the sewer system.
- m) The contractor shall be responsible for all traffic control during operation and bypass pumping. Because the Owner's sewer are located in rights of way owned and maintained by various agencies, the maintenance of traffic shall be as required by these various agencies, including but not limited to, the Florida Department of Transportation, St Johns County Public Works, City of St Augustine Beach, etc. The Contractor shall be responsible for ensuring the MOT plan meets with these agencies approval.
- n) The contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to SJCUD's Northwest WRF located at 3450 International Golf Parkway, St Augustine, FL 32092 for processing. Owner shall approve all waste materials disposal schedules. The selected contractor shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the contractor's equipment.
- o) The contractor shall be responsible for all costs associated with cure water disposal.

- p) The contractor shall be responsible for properly installing an approved backflow prevention device inline to the freshwater fill line of all jetting and/or vacuum equipment.
- q) The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of wastes from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments.
- r) The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17- 730, Part 3, Florida Administrative Code, and may be amended from time to time.
- s) The contractor shall prepare a report of each TV inspection and analysis, as required by the Owner, to be submitted to the Owner. The Owner and Contractor shall then make the scope of work determination.
- t) The contractor shall inform the Owner of its planned work schedules and shall afford the Owner reasonable opportunity to observe and inspect the contractor's work in process. The Owner will be advised of all schedule changes and notified when a work site is left for a 24-hour period when work is not complete.
- u) The contractor shall be responsible for obtaining potable water from the Owner for use on the project. A hydrant meter must be obtained from the Owner prior to the start of work. The Owner will not charge for the meter use of the water. If the meter is not promptly returned upon completion of a project, the Owner will retain money from the project to cover the cost of meter replacement.

**E. CONTRACTOR/SUBCONTRACTOR EMPLOYEE CONDUCT AND APPEARANCE:**

a) Conduct:

- 1. Contractor and subcontractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
- 2. All on-site employees shall have current confined space entry certification.
- 3. Any contractor or subcontractor employee reporting to a work site that appears intoxicated or under the influence of drugs will not be allowed to stay at the work site. Vendor shall be responsible for immediate replacement of the employee in a timely manner and at no cost to the Owner.
- 4. It shall be the sole responsibility of the contractor/subcontractor to provide trained supervision at the work site to ensure work is performed in a safe manner.
- 5. Any damage resulting from the negligence of contractor or subcontractor employee(s) to Owner property or equipment shall be corrected by the contractor in a timely manner, to the Owner's satisfaction and at the contractor's sole expense.

b) Appearance:

- 1. Contractor and subcontractor employees assigned to work under this contract will have an appearance that is neat and clean.
- 2. Contractor and subcontractor employees shall, at minimum, wear a work shirt identifying their company name.

**F. LICENSES/PERMITS:**

It shall be the responsibility of the Contractor to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as the telephone company, power company, and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

## **PART II – PRODUCTS**

### **A. MATERIALS**

All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. Contractor shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. Contractor/subcontractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

### **B. PRODUCT PERFORMANCE**

Standard lining products are intended to have a 50-year design life and in order to minimize Owner's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially acceptable.

For a *product* to be considered commercially proven, a minimum of 1,000,000 linear feet of successful sanitary sewer system installations in the United States must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 100,000 linear feet of 8" through 18" of the product shall have been in successful service within the State of Florida for a minimum of five (5) years.

### **C. INSTALLER PERFORMANCE**

For an *installer* to be considered commercially proven, the installer must satisfy all insurance, financial and bonding requirements of the Owner, and must have had at least three (3) years active experience under the firm's current corporate name in the commercial installation of the proposed product. In addition, the installer must have successfully installed at least 100,000 linear feet of the proposed product in sanitary sewer systems.

## **PART III – EXECUTION**

### **A. SANITARY SEWER CLEANING**

- a. Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.
- b. Quality Assurance: Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have four (4) years of experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.
- c. Submittals:
  1. The contractor shall submit a Cleaning Log Sheet for the purposes of recording pertinent information relative to the sanitary sewer structures being cleaned.
  2. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.
- d. Products: The equipment selected for cleaning shall be capable of removing all

accumulated dirt, sand, grease, rocks and other deleterious materials and obstruction from the sewer lines. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds of removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the Owner.

1. **High Velocity Cleaning Equipment:** All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 50 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the Owner, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.
2. **Hydraulically Propelled Cleaning Equipment:** Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed instantly will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of the grease or obstruction.
3. **Mechanical Cleaning Equipment:** Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to insure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. All electrical drops required by the contractor shall be arranged by the contractor.
4. **Capture and Removal of Debris:** The contractor shall furnish equipment standard in the industry for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole.
5. **Water Requirements:** The Owner shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. It shall be the Contractor's responsibility to obtain the proper meter from the owner. All water used for any function of the work shall be metered. The Owner will not charge for the use of potable water but will retain money from the project to repair damaged meters or replace the meter if it is not promptly returned upon completion of the work. Only potable water shall be used for this work.

e. Execution:

1. General: It is the intent of these specifications to provide a basis by which a sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner. Cleaning of sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials, at the next manhole downstream of the line being cleaned and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning may occur to sections upstream.
2. Site Visit: The contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and /or accepted manholes.

The contractor shall utilize magnetic locator to attempt to identify the location of buried manhole cover and notify the Owner representative so that Owner personnel can excavate it and bring it up to grade prior to cleaning. Under no circumstances shall the contractor excavate buried manholes without prior contractual authorization from the Owner.

f. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line. Satisfactory precautions shall be taken to protect the sewer line from damage that might be inflicted by the improper use of cleaning equipment.
2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.
3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be construed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the Owner, from the manhole into a retention chamber above ground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the sewer line.

g. Mechanical Cleaning Methodology:

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to insure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.

4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved by the Owner, or as described above.
- h. Special Cleaning Requirements for Cast Iron Pipe: After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust buildup and mineral deposits. For pipe diameters greater than 24-inch, the contractor may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump station. For pipe diameters less than or equal to 24-inch, tuberculation shall be removed using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The Contractor may choose a similar proofing device acceptable to SJCUD.
- i. Sanitary Sewer Manhole Modifications: Any modifications to manholes to facilitate cleaning shall be the contractor's responsibility and shall be subject to approval by the Owner. Contractor shall salvage and reuse all manhole covers and rinds that are removed during sewer line and manhole rehabilitation.
- j. Material Removal and Cleanup:
  1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the contractor be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the Owner, except in totally enclosed container, and only with the written approval of the Owner. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the Owner.
  2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Chemical root treatment may be used at the option of the contractor.

When chemicals are used to aid in the removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and acceptable to all applicable codes. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root treatment material used.
  3. Degree of Cleaning: All dirt, debris, roots and other solid and liquid materials shall be removed from the sewer system to the extent that closed circuit television inspection can be performed. Light cleaning only, shall be conducted on all new sanitary sewer pipe. An Owner representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:
    - 3.1 Light Cleaning: The removal of ¼ diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation shall be covered under separate unit pricing shown in the RFP documents.
  4. Manhole Clean-up: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. This material shall be collected at the downstream manhole and disposed of in a sanitary matter in a location approved by the Owner.
  5. Debris Disposal: All debris removed from the sewer shall be disposed of properly by and at the expense of the contractor. Transportation of debris or other material by the contractor shall be done in vehicles or equipment which contain the debris

or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the contractor shall be responsible for cleaning up any debris or other material to the satisfaction of the Owner or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

- k. Restoration: The contractor shall be responsible for damage to public and private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the contractor.
- l. Additional Cleaning: Should subsequent video inspection of cleaned sewers reveal that additional cleaning is required, the contractor shall re-clean the line at no additional expense to the Owner. Any additional video inspection or re-set up of video equipment required due to re-cleaning shall be at no additional expense to the Owner.

#### **B. PRE- AND POST-WORK INSPECTIONS:**

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work the sanitary sewers shall be videoed under the direct supervision of an Owner representative. An Owner representative must be on-site during the entire inspection procedure period. If video inspection is performed without an Owner representative present, the video will not be accepted by the Owner and must be re-done in the presence of an Owner representative. One (1) copy of the DVD video and associated video logs shall be submitted to the Owner prior to scheduling the pre-final. If defects or problems are observed on the video, contractor shall meet with Owner staff to determine the acceptable method of repair. All work involved with repair shall be at no cost to the Owner.

Television inspection is mandatory and required to be provided by the contractor on all sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the Owner at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two

(72) hours in advance and a Owner representative is required to be on-site during entire length of each television inspection otherwise, the television inspection will be deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications.

#### **C. MAINTENANCE OF TRAFFIC (MOT):**

- a) It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.
- b) The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the Owner.
- c) The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "Manual on Traffic Control and Safety Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall prepare and submit a traffic maintenance plan for approval by the Owner prior to the start of work.

**D. LOCATES:** Contractor responsible for all utility locates.

**E. ISOLATION AND BYPASS OPERATIONS:**

- a) Contractor shall be solely responsible for all isolation and bypass operations. The contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system users while maintenance of construction operations (including rehabilitation, repair or replacement) are facilitated on the segments being bypassed and/or from which flow is being diverted by:
  1. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
  2. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
  3. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
  4. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm sewers and water ways while flow bypass or diversion pumping takes place, and
  5. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
- b) Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance of public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is complete, flow shall be returned to the sewer and all temporary equipment removed.
- c) When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic and/or deputy shall comprehensively, methodically and continuously:
  1. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.
  2. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
  3. Check the integrity of hoses and couplings along the entire bypass/diversion system.
  4. Monitor lubrication levels and top off as necessary.
  5. Facilitate minor repairs as required.
  6. Report to Owner on problems arising.
- d) The contractor shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The contractor shall be entirely liable for damages to private or public property that may result from his/her operation and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
- e) In the event of accidental overflow or spillage, the contractor shall immediately stop the overflow and take action to clean up and disinfect the spillage. The Owner

shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

Should fines be subsequently imposed as a direct result of the overflow or spillage and the contractor is deemed to be entirely responsible, the contractor shall pass such fines as are imposed by the authorities. The Owner shall pay no fine(s) where it shows the contractor was entirely responsible for any overflow or spillage.

- f) Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

#### **F. WORK INTEGRATION:**

- a) Hours of Operation: All work will be conducted during normal Owner work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday with the exception of Owner-observed holidays, unless circumstances prevent such scheduling. Work on Friday after 11:00 a.m. shall be limited to site clean-up and restoration. Such circumstances may include, but not limited to, structures with high peak flows, negative impact of business or excessive traffic flow if structure is located in vehicular thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the contractor and the Owner prior to the start of work. Contractor overtime and other contractor-related costs shall be absorbed by the Contractor.
- b) Work Coordination: All work shall be coordinated between a single point of contact for the contractor and the Owner designated project manager. Discussion of structure conditions will be made before work starts and final payment based on conditions agreed to at time of work.

It shall be the responsibility of the Contractor to notify the Owner a minimum of seventy-two (72) hours prior to the commencement of work in order for Owner personnel to be available to monitor and coordinate activities.

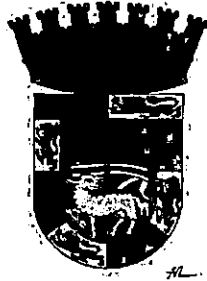
#### **G. WORK PRODUCT SUBMITTALS:**

- c) Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and approved no less than one week prior to execution of the work. The contractor is not to mobilize prior to approval of the pumping plan.
- d) Videotaping: Contractor is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project.

#### **H. SITE RESTORATION:**

The contractor shall restore the work site(s) on a daily basis where practical. All obstructions shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

END OF SECTION



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

**RFP NO: 18-22 – REQUEST FOR PROPOSALS**

**UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150**

**Final: 10/13/17**

**REQUEST FOR PROPOSALS (RFP) NO: 18-22  
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

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**ST. JOHNS COUNTY, FL**  
**RFP NO: 18-22 – UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-22, Utility Rehabilitation/Construction Services**. Interested and qualified respondents may submit RFP Packages, in accordance with the requirements provided herein, to the St. Johns County Purchasing Department. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, November 16, 2017**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is currently seeking proposals from interested firms to provide Utility Rehabilitation/Construction Services on an as needed basis throughout St. Johns County. Project services shall include but may not be limited to furnishing all labor and materials necessary for the installation and/or rehabilitation of water, reuse, and sewer transmission, distribution and collection systems; pump stations; minor water and wastewater treatment facility projects; and other related services including ancillary electrical work that is related to water, wastewater, and/or reuse projects. Contractors shall be required to provide proof of insurance, licenses and bonding capabilities as described in the RFP documents.

Documents related to this Request for Proposals (RFP) may be obtained from Onvia DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County RFP Document #18-22. 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: [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Check the County's site for download availability and any applicable fees. RFP Documents may also be requested, *in writing*, from the St. Johns County Purchasing Department Point of Contact, Leigh Daniels, CPPB, via email: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax:(904) 209-0155.

Any and all questions or requests for information relating to this RFP shall be submitted *in writing* by or before **4:00PM on Wednesday, November 1, 2017** to the Designated Point of Contact shown below:

**Contact Information:** Leigh Daniels, CPPB, Procurement Supervisor  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)  
Phone: (904) 209-0154  
Fax: (904) 209-0155

**Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying".** Any such communication shall result in disqualification from consideration for award of a contract for these services.

RFP Packages **MUST** be submitted in a **SEALED** envelope or container and clearly marked on the exterior of the package: **RFP 18-22: Utility Rehabilitation/Construction Services**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the container. Each package shall consist of one (1) hard-copy original and one (1) USB Drive with a copy of the submitted RFP Package which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.

**Deliver or Ship RFP Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

*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 RFP 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 or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for*

*periods up to twelve (12) months.*

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (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, notice 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 St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the proposer that best serves the interests of St. Johns County.

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

BY: \_\_\_\_\_  
DEPUTY CLERK

**RFP NO: 18-22– UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**PART II: INTRODUCTION**

**A. Purpose:**

St. Johns County Purchasing Department is accepting sealed Request for Proposals (RFP) packages from interested and experienced firms to perform as needed services for utility rehabilitation/construction for the County Utility Department. The intent of the County is to award contracts to the firms with a minimum combined average score of 80 points, upon approval by the St. Johns County Board of County Commissioners, and successful negotiations.

**B. Tentative Schedule of Events:**

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent award of contracts. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	October 18, 2017
Deadline for Questions / Requests for Information/Clarifications	November 1, 2017
Issuance of Final Addendum	November 8, 2017
Due Date for Submittal of RFP Packages	November 16, 2017
Evaluation Meeting for submitted RFP Packages	November 30, 2017
Presentation of Firms Recommended for Award to BOCC	January 16, 2018
Issuance of Contract Agreements to Awarded Firms	January 21, 2018
Distribution of Fully Executed Contract Agreements	February 25, 2018

**C. Designated Point of Contact for Questions:**

Any and all questions or requests for information relating to this RFP shall be submitted in writing by or before 4:00PM on **Wednesday, November 1, 2017** to the Designated Point of Contact shown below

**Contact Information:** Leigh Daniels, CPPB, Procurement Supervisor  
SJC Purchasing Department  
Email: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)  
Phone: (904) 209-0154  
Fax: (904) 209-0155

**Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying".** Any such communication shall result in disqualification from consideration for award of a contract for these services.

**D. Addenda:**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

**E. Due Date & Location:**

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, November 16, 2017**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

**RFP Packages shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**F. RFP Package Submittal Instructions:**

1. Submit one (1) hard-copy original and one (1) USB Drive containing an exact electronic copy of the original RFP proposal, which shall include all required documentation and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.
2. RFP Packages must be submitted in a **SEALED** container and clearly marked on the exterior of the package: "**RFP No: 18-22, Utility Rehabilitation/Construction Services**" with the Respondent's company name and mailing address.
3. For convenience, Respondents may affix the label provided herein to the exterior of the submitted package.

**G. Determination of Responsiveness**

The County shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any respondent who is not responsive to the requirements of the Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

**H. Intent to Award:**

It is the intent of the County to recommend to the St. Johns County Board of County Commissioners to enter into negotiations with all firm(s) scoring at least eight (80) points in the Evaluation based on the average score given by the evaluators, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

**I. Conflict of Interest:**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

**PART III: GENERAL REQUIREMENTS**

**A. Scope of Services:**

St. Johns County is currently seeking proposals from interested firms to provide Utility Rehabilitation/Construction Services on an as needed basis throughout St. Johns County. Project services shall include but may not be limited to furnishing all labor and materials necessary for the installation and/or rehabilitation of water, reuse, and sewer transmission, distribution and collection systems; pump stations; minor water and wastewater treatment facility projects; and other related services including ancillary electrical work that is related to water, wastewater, and/or reuse projects. Contractors shall be required to provide proof of insurance, licenses and bonding capabilities as described in the RFP documents.

**Contractor's Duties: Except as specifically noted, the Contractor shall provide and pay for the following:**

- All labor, materials and equipment.
- Tools, construction equipment and machinery.
- Other services and facilities necessary for the proper execution of the work including incidental items not detailed or called for, but which are required for the proper completion of the project.
- All legally required sales, consumer and use taxes.
- All applicable permits, government fees and licenses.
- Contractor shall be responsible for calling in his own locates and if any damage occurs to other utilities they will be repaired at Contractor's expense.
- Contractor shall be responsible for furnishing and erecting erosion control and maintenance of traffic devices for each project.
- All required density, locate wire and pressure testing prior to placing in service.

- Contractor will need to get a hydrant meter for every project prior to using any water and must be returned at the end of the project (Contractor not responsible for usage on SJCUD projects).
- Restoration including but not limited to damage to existing utilities, sink holes, pavement damage, sidewalk damage, sod damage, tree damage, fence damage. The Contractor will be required to restore the area to its pre-existing condition upon completion. All restoration shall meet St Johns County Public Works and/or FDOT Design Standards and Specifications, whichever is more stringent.
- All installations shall be conducted in compliance with materials manufacturer's requirements.
- Survey services for construction layout and record drawings.
- Preparation of record drawings compliant with SJCUD As-Built Standards.

**Contractor shall also be required to perform the following:**

- Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work. All work shall be in compliance with all safety rules, regulations, and laws.
- Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractor's responsibility to make certain drawings and specifications comply with codes and regulations.
- Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
- Comply with all provisions of the easements and right-of-way permits. All work shall be restricted to SJCUD property/easements and/or properly permitted public right-of-way. Any other arrangements to use private property to store equipment, new materials or supplies shall be the Contractor's responsibility to secure unless otherwise provided for by Owner.

**Work Sequence:**

- Coordinate with Owner.
- Contractor's construction schedule will be subject to approval by the Engineer and be updated on a monthly basis.
- Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be preapproved by Owner.

**Contractor use of Premises:**

- Do not unreasonably encumber sites with materials or equipment.
- Assume full responsibility for protection and safekeeping of products stored on premises.
- Move any stored products interfering with operation of Owner.

**Standards and Specifications:**

- All work performed shall meet or exceed SJCUD's Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Latest Edition, unless stated otherwise.
- Other Standards and Specifications that may apply are as follows:
  - American Society of Testing & Materials (ASTM) International Standards, Latest Edition
  - American Society of Mechanical Engineers (ASME) Codes & Standards, Latest Edition
  - American Water Works Association (AWWA) Standards, Latest Edition
  - American National Standards Institute (ANSI) Standards, Latest Edition
  - Florida Department of Transportation (FDOT) Design Standards, Latest Edition
  - FDOT Standard Specifications for Road & Bridge Construction, Latest Edition
  - FDOT Utility Accommodation Manual (UAM), Latest Edition
  - National Electrical Code (NEC) NFPA 70

- National Electrical Manufacturers Association (NEMA)
- NSF International
- St. Johns County Public Works Standards & Details Manual

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Sanitary sewer cleaning
- Sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration

#### **B. Contract Agreement & Term:**

The initial contract term shall be effective for a period of three (3) years, and may be renewed for one (1) two-year renewal period providing satisfactory performance has been maintained by the Contractor, and availability funds. The County reserves the right to extend the contract beyond the five-year renewal if it serves the best interest of the County.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any Qualifications does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP Projects under the award of this contract will be issued through Task Orders on an as needed basis.

The County shall determine who shall be awarded work under this Contract based on lowest price, and availability to perform the required services so as to best serve the needs of St. Johns County. Should the Contractor who submits the lowest pricing proposal for a project not be available to perform the work as needed by the County's schedule, the County reserves the right to award the project to an alternate Contractor who is available to perform the work according to the County's schedule, even if the alternate Contractor did not submit the lowest price for the project, so long as the additional funds are available. The County also reserves the right to cancel any project, at any time, if it does not serve the County's best interest to proceed with the project.

#### **C. Award of Work**

The County shall request pricing proposals for work under this Contract as follows:

- For projects totaling \$0.01 - \$200,000.00 – The County shall request a minimum of one (1) pricing proposal but the County reserves the right to ask for multiple quotes if pricing is above budget of project.

##### **1. Pricing Proposals**

Any pricing proposals submitted by Contractor(s) for work under this contract must be on company letterhead, signed by an authorized representative of the Contractor, and shall contain the following information:

- Description of the scope of work to be performed;
- Total Project Cost Proposal – with a breakdown of unit costs/rates provided in the Pricing Sheets including all Materials, Sub-Contractor and Rentals invoiced for the project;
- Schedule for Completion;
- List of sub-contractors proposed to work on the project, and the portions of work they'll perform.

## 2. Task Orders

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by the Contractor and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department, as approved by the Administrator, or his authorized designee. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code. No Task Order will be issued for over \$200,000.00 unless approved the Board of County Commissioners.

Each Task Order shall include, at a minimum, the following information:

- Master Contract Name & Number
- Contractor Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets and Invoices (see above)
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

### a. Change Orders

Any and all changes to any project being performed under a Task Order, which effect the scope, cost, or time of the project shall be authorized through a Contract Change Order. Changes requested by the Contractor shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Contractor. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Contractor until receipt of a fully executed Change Order.

## D. Public Construction Bonds

Contractor(s) shall be required to obtain and submit recorded Public Construction Bonds on any Contract Task Order issued for a project greater than one hundred thousand dollars (\$100,000.00) in value, unless waived by the Board of County Commissioners, per Florida Statute 255.05. The Contractor shall furnish the required bond, after full execution of the authorizing Task Order, in the form provided by St. Johns County, covering the faithful performance of the Contract and the payment of all obligations arising there under in full amount of the Contract Task Order, with such acceptable sureties, secured through the Contractor's usual sources as may be agreeable to the parties. The Bond shall be released upon satisfactory completion of the project.

### 1. Surety Bond

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

- a) Surety must be licensed to do business in the State of Florida;
- b) Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
- c) Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
- d) Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
- e) Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

### 2. Time of Delivery and Form of Bonds

The Public Construction Bond form will be forwarded to the Contractor with his copy of the fully executed Contract Task Order. The Public Construction Bond must be recorded after the Task Order is signed by all parties. The Contractor shall have three (3) days from receipt of fully executed Task Order to have the Public Construction Bond recorded in the County Clerk's Recording Office, St. Johns County, Florida. After the book and page number have been assigned to the bond by the recording person, the Contractor shall obtain a certified copy of the recorded bond from the recording person, and deliver the certified copy to the SJC Purchasing Department or Construction Services Department, depending on where the task order was issued. No work shall commence until the required bond has been delivered to the County.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

**E. Contract Performance:**

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, labor, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary in the RFP response in order to comply with the requirements for satisfactory performance.

**F. Termination:**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

**G. Governing Laws & Regulations:**

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

**H. Licenses, Permits & Fees:**

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

**I. Insurance Requirements:**

The Contractor shall not commence work under the awarded Contract 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 the awarded Contract.

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 the awarded Contract, 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 during the life of the awarded contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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 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 the awarded Contract, 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.

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

**J. Indemnification:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**In claims against any person or entity indemnified under this Paragraph 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 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.**

**K. Equal Opportunity Employment**

In accordance with Federal, State and Local law, Respondents shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or handicap. Each Respondent shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**L. Force Majeure**

Neither the County nor Contractor shall be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the Agreement, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the County or Contractor.

**M. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**N. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

#### **O. Contract Work Hours and Safety Standards**

(1) Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, ¶ E.

(2) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(3) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(4) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **P. Compliance with the Clean Air Act and Clean Water Act**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **Q. Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **PART IV: RFP SUBMITTAL REQUIREMENTS & EVALUATION**

#### **A. Respondents Responsibilities:**

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for ninety (90) consecutive calendar days following the submittal due date.

**B. Trade Secrets:**

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

**C. Public Records:**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

**D. Use of County Logo:**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**E. RFP Package Submittal Format:**

All RFP Packages shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

**The Quality of Submittal scoring for proposals will be based on the adherence to the required format, the organization, and the attention to detail in the submitted RFP Package.**

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Package Cover Page & Cover Letter
2	Company & Staff Qualifications
3	Pricing
4	Related Experience
5	Quality & Schedule Control
6	Administrative Information

**F. Evaluation of Responses:**

All responsive RFP Packages shall be evaluated by the selected Evaluation Committee. The intent of the County is to recommend to the St. Johns County Board of County Commissioners, to negotiate with all firms scoring at least eighty (80) points based on the average score given by the evaluators, and to award contracts upon successful negotiations.

Each Evaluation Committee Team Member will receive an electronic copy of all of the responsive RFP Packages submitted, a copy of the RFP Document with all issued Addenda, and an Evaluator's Score Sheet. The Team shall then evaluate each RFP Package according to the criteria provided herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence, from any other individual(s). Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Team Member, and to rank the responding firms based on the scores provided.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to / negotiate with the firm whose proposal best serves the interest of the County.

**G. Evaluation Criteria:**

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<b>Evaluation Criteria:</b>	<b>Maximum Possible Points per Evaluator:</b>
<b>A. Company &amp; Staff Qualifications</b>	<b>30</b>
<b>B. Proposed Unit Pricing/Rates</b>	<b>10</b>
<b>C. Related Experience</b>	<b>30</b>
<b>D. Quality and Schedule Control</b>	<b>20</b>
<b>E. Quality of Submittal</b>	<b>10</b>
<b>Total Points Possible for Each Evaluator:</b>	<b>100</b>

**H. RFP Package Components:**

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) hard-copy original and one (1) USB Drive with an electronic copy of the submitted RFP Package. The hard-copy original RFP Package shall be on 8 1/2" X 11" pages, numbered, with headings typewritten with no smaller than 10 size font and sections and sub-sections identified appropriately. All documentation shall be in the exact order and format as shown below. The goal of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

**Section 1: RFP Package Cover Page (Complete and Submit) & Cover Letter:**

Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. No electronic signature will be accepted.

The cover letter should include the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package
- Highlights of the Respondent's qualifications and ability to perform the specified services

**Section 2: Company & Staff Qualifications:**

In this section, Respondents shall provide evidence that the firm is properly licensed and qualified to perform the work, and has qualified and experienced staff to perform any or all of the scope of services associated with this RFP. In addition, provide a brief summary of the firm's overall capabilities relative to the Professional Services as outlined in the scope and work.

- Provide key personnel, that may perform work under the award of this contract
- Provide a Project Organization Chart
- Include a one (1) page resume for each key personnel

- Include a list of proposed sub-Contractors with credentials and related experience (if applicable)
- Proper and valid licensing to conduct business in the State of Florida.
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

**Section 3: Pricing:**

In this section, Respondents shall submit proposed unit pricing/rates on the Pricing Sheets provided herein, to be used for any work performed under task orders executed under this Contract. Respondents are required to submit proposed unit pricing/rates for the parts they checked on the Part VII - Checklist and submitted Staff Qualifications and Related Experience for in Sections 2 and 4. Respondents will only be scored on the unit pricing/rates they submit. Ten (10) points will be awarded for respondents completing and submitting Pricing Sheets in this section.

**Unit Pricing/Rates:**

- A. Respondents shall submit unit pricing/rate ONLY for work which they and their subcontractors are qualified to perform, as listed in the following pricing sheets:
  - i. Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier;
  - ii. Part B – Manhole/Wetwell Rehabilitation – Cementitious Barrier;
  - iii. Part C – Sanitary Sewer Rehabilitation – Cured-in-place-Pipe (CIPP);
  - iv. Part D – Time & Materials for Water, Wastewater, & Reuse Projects.
- B. The Total of all estimated prices for each Part provided above will be sum of the estimated quantities multiplied by the corresponding unit prices included in each Part.
- C. Estimated Quantities: The Respondent's attention is called to the fact that any estimate of quantities furnished on the forms or elsewhere, are approximate only. Estimated quantities are for proposal preparation only and should not be interpreted as restrictive minimum or maximum quantities to which contract prices apply. The Owner does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities nor shall the successful contractor plead misunderstanding or deception because of such estimate of quantities. All contract work is contingent upon funding approved by the St. Johns County Board of County Commissioners.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**Section 4: Related Experience:**

In this section, Respondents shall provide evidence of any and all experience within the last five (5) years, related to the specific services included in the scope of work which the Respondent is qualified to perform.

**Section 5: Quality & Schedule Control:**

In this section, Respondents shall provide a written narrative of the firm's project management methods to establish, monitor and track quality control methods including coordination of sub-contractor, project managers, and contractors performing related work, and Respondent's ability to meet schedules in a timely manner.

**Section 6: Administrative Information:**

In this section, respondent shall submit the following:

- Proof of required Insurance Coverages – OR – Ability to Obtain Insurance Coverages
- Drug Free Work Place Form (Complete and Submit)
- Conflict of Interest Declaration (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Acknowledged Addenda (Sign and Submit)

**Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Clean New Sanitary Sewer Manhole/Wetwell	100	SF		
B.	Clean Existing Sanitary Sewer Manhole/Wetwell	5000	SF		
C.	Chemical Grout Injection (Small)	50	TUBE		
D.	Chemical Grout Injection (Large)	50	GAL		
E.	Repair Wall w/ High Strength Mortar (Average 2" Depth)	500	SF		
F.	Coat New Sanitary Sewer Manhole	100	SF		
G.	Coat Existing Sanitary Sewer Manhole	5000	SF		
H.	Coat Existing Wetwell	500	SF		
I.	Interior Manhole Coating/Lining Repair	100	SF		
J.	Manhole Test	10	EA		
K.	Concrete Adjustment Rings (0"-12")	10	EA		
L.	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	1	VF		
M.	Bench Replacement	10	EA		
N.	Replace Frame & Cover (24"-30")	10	EA		
O.	Replace Frame & Cover (32"-36")	10	EA		
P.	Inside Drop System 4" - 8"	1	EA		
Q.	Inside Drop System 10" - 12"	1	EA		
R.	Maintenance of Traffic				
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY		
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY		
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK		
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK		
e.	Variable Message Board (per week)	1	WK		
S.	Regular Mobilization (~ 4-6 weeks)	1	EA		
T.	Emergency Mobilization (< 1 week)	1	EA		
<b>Sub-total</b>					<b>\$</b>
U.	Construction Performance & Payment Bond Not to Exceed 2%		%		
<b>Total</b>					<b>\$</b>

**Part B – Manhole/Wetwell Rehabilitation – Cementious Barrier**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Clean New Sanitary Sewer Manhole/Wetwell	100	SF		
B.	Clean Existing Sanitary Sewer Manhole/Wetwell	5000	SF		
C.	Chemical Grout Injection (Small)	50	TUBE		
D.	Chemical Grout Injection (Large)	50	GAL		
E.	Repair Wall w/ High Strength Mortar (Average 2" Depth)	500	SF		
F.	Coat New Sanitary Sewer Manhole	100	SF		
G.	Coat Existing Sanitary Sewer Manhole	5000	SF		
H.	Coat Existing Wetwell	500	SF		
I.	Interior Manhole Coating/Lining Repair	100	SF		
J.	Manhole Test	10	EA		
K.	Concrete Adjustment Rings (0"-12")	10	EA		
L.	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	1	VF		
M.	Bench Replacement	10	EA		
N.	Replace frame & cover (24"-30")	10	EA		
O.	Replace frame & cover (32"-36")	10	EA		
P.	Inside Drop System 4" - 8"	1	EA		
Q.	Inside Drop System 10" - 12"	1	EA		
R.	Maintenance of Traffic				
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY		
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY		
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK		
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK		
e.	Variable Message Board (per week)	1	WK		
S.	Regular Mobilization (~ 4-6 weeks)	1	EA		
T.	Emergency Mobilization (< 1 week)	1	EA		
<b>Sub-total</b>					<b>\$</b>
U.	Construction Performance & Payment Bond Not to Exceed 2%		%		
<b>Total</b>					<b>\$</b>

**Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>A. Sanitary Sewer Line Cleaning and Inspection</b>					
a.	Light Cleaning (<1/4 diameter)				
1	4" Diameter	200	LF		
2	6" Diameter	500	LF		
3	8" Diameter	6,000	LF		
4	10" Diameter	500	LF		
5	12" Diameter	200	LF		
6	15" Diameter	100	LF		
7	18" Diameter	100	LF		
b.	Tuberculation Cleaning				
1	4" Diameter	100	LF		
2	6" Diameter	200	LF		
3	8" Diameter	1,000	LF		
4	10" Diameter	200	LF		
5	12" Diameter	100	LF		
6	15" Diameter	50	LF		
7	18" Diameter	50			
c.	Root Removal				
1	4" Diameter	100	LF		
2	6" Diameter	200	LF		
3	8" Diameter	1,000	LF		
4	10" Diameter	200	LF		
5	12" Diameter	50	LF		
6	15" Diameter	50	LF		
7	18" Diameter				
d.	CCTV Inspection - Sewer Lateral				
1	Lateral Inspection 0' to 40'	20	EA		
2	Additional Lateral Inspection >40'	1	LF		
e.	CCTV Pipe Inspection				
1	6" Diameter	500	LF		
2	8" Diameter	6,000	LF		
3	10" Diameter	500	LF		
4	12" Diameter	200	LF		
5	15" Diameter	100	LF		
6	18" Diameter	100	LF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>B. Sanitary Sewer Rehabilitation</b>					
<b>1. CIPP lining</b>					
a.	6" Diameter				
1	4.5mm nominal thickness (.177)	500	LF		
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	6,000	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	15" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
f.	18" Diameter				
1	6.0 mm nominal thickness (.236)	100	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
<b>2. Sectional CIPP lining</b>					
a.	6" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
b.	8" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
c.	10" Diameter				
1	3' in length	1	EA		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
d.	12" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
e.	15" diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
f.	18" diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
<b>3. Lateral CIPP Lining</b>					
a.	Top hat / full wrap - up to 36 inches				
1	4" lateral connection	10	EA		
2	6" lateral connection	50	EA		
3	8" lateral connection	1	EA		
b.	Lateral lining 0 to 40'	10	EA		
c.	Additional lateral lining >40'	1	LF		
d.	Lateral cutout & polish	200	EA		
e.	Lateral grout	50	EA		
<b>4. Cleanout Installation</b>					
a.	4" cleanout	1	EA		
b.	6" cleanout	1	EA		
c.	8" cleanout	1	EA		
<b>C. Maintenance of Traffic</b>					
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY		
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY		
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK		
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK		
e.	Variable Message Board (per week)	1	WK		

<b>D. Mobilization</b>					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA		
b.	Emergency Mobilization (< 1 week)	1	EA		
<b>Sub-total</b>					\$
<b>E. Bond</b>					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%				
<b>Total</b>					\$

**Part D-- Time & Materials for Water, Wastewater, & Reuse Projects**

ITEM NO.	DESCRIPTION	HOURLY BASE RATE	HOURLY BILLING RATE*	OVERTIME BILLING RATE**	HOLIDAY BILLING RATE***
<b>A. Labor</b>					
a.	Project Manager				
b.	Superintendent				
c.	Foreman				
d.	Equipment Operator				
e.	Truck Driver				
f.	Pipe Layer				
g.	Skilled Laborer				
h.	Unskilled Laborer				
<b>B. Equipment</b>					
a.	Backhoe				
b.	Excavator				
c.	Small Loader/Skid Steer Loader				
d.	Grader				
e.	Dozer				
f.	Dump Truck				
g.	Small Equipment/Tools				
<b>C. Materials</b>		<b>COST + MAX. 15% MARKUP</b>			
<b>D. Subcontractors</b>		<b>COST + MAX. 5% MARKUP</b>			
<b>E. Rentals</b>		<b>COST + MAX. 5% MARKUP</b>			
<b>F. Mobilization</b>					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA		
b.	Emergency Mobilization (< 1 week)	1	EA		
<b>Sub-total</b>					\$
<b>G. Bond</b>					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%				
<b>Total</b>					\$



**RFP NO: 18-22 – UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**PART VI: ATTACHMENTS/FORMS**

**REQUEST FOR PROPOSALS (RFP) NO: 18-22  
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL AND ONE (1) USB WITH ELECTRONIC COPY TO:**

**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: Leigh Daniels, CPPB, Procurement Supervisor**

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT PHONE NUMBER:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 18-22  
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**Company Name:** \_\_\_\_\_

**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-22  
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**Company Name:** \_\_\_\_\_

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

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: \_\_\_\_\_

Authorized Representative(s) :

_____ Signature	_____ Print Name/Title
_____ Signature	_____ Print Name/Title

**REQUEST FOR PROPOSALS (RFP) NO: 18-22  
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**AFFIDAVIT**

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

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

The 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 \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-22, Utility Rehabilitation/Construction Services.

The affiant further states that no more than 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 respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or 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 proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer)  
  
By \_\_\_\_\_  
  
\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
  
My commission expires:  
\_\_\_\_\_

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**

**REQUEST FOR PROPOSALS (RFP) NO: 18-22  
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand that failure to make truthful and complete disclosure of any fact or item of information contained herein may result in disqualification or termination for cause by the County of any contract for the services provided pursuant to above referenced RFP and/or other action(s) authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**PART VII: CHECKLIST**

**REQUEST FOR PROPOSALS (RFP) NO: 17-64  
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	<b>RFP Package Cover Page &amp; Cover Letter</b>		
<b>Section 2</b>	<b>Company &amp; Staff Qualifications</b>		
	Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier		
	Part B – Manhole/Wetwell Rehabilitation – Cementious Barrier		
	Part C – Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)		
	Part D – Water, Wastewater & Reuse Underground Pipelines (Requires CUC/CGC)		
	Part D – Pump Stations (Requires CUC/CGC)		
	Part D – Water Facilities (Requires CUC/CGC/CMC)		
	Part D – Wastewater Facilities (Requires CUC/CGC/CMC)		
	Part D – Reuse Facilities (Requires CUC/CGC/CMC)		
<b>Section 3</b>	<b>Pricing</b>		
	Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier		
	Part B – Manhole/Wetwell Rehabilitation – Cementious Barrier		
	Part C – Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)		
	Part D – Time & Materials for Water, Wastewater, & Reuse Projects		
<b>Section 4</b>	<b>Related Experience</b>		
	Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier		
	Part B – Manhole/Wetwell Rehabilitation – Cementious Barrier		
	Part C – Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)		
	Part D – Water, Wastewater & Reuse Underground Pipelines		
	Part D – Pump Stations		
	Part D – Water Facilities		
	Part D – Wastewater Facilities		
	Part D – Reuse Facilities		
<b>Section 5</b>	<b>Quality &amp; Schedule Control</b>		
<b>Section 6</b>	<b>Administrative Information (include the following):</b>		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	Conflict of Interest Declaration		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Acknowledged Addenda		

**PART VIII: SEALED RFP MAILING LABEL**

**REQUEST FOR PROPOSALS (RFP) NO: 18-22  
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**Cut along the outer border and affix this label  
to your RFP Package envelope to identify it as an  
"RFP Package"**

<b>RFP Package • DO NOT OPEN</b>	
SEALED RFP NO.:	<b>RFP 18-22</b>
RFP TITLE:	<b>Utility Rehabilitation/Construction Services</b>
DUE DATE/TIME:	<b>By 4:00PM – November 16, 2017</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	SJC Purchasing Department ATTN: Leigh Daniels, CPPB Procurement Supervisor 500 San Sebastian View St. Augustine FL 32084



**END OF RFP DOCUMENT**