

RESOLUTION NO. 2018 - 23

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-14 AND TO EXECUTE AGREEMENTS FOR COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE

RECITALS

WHEREAS, the County desires to enter into contracts with A.W.A. Contracting Company, Inc., Constantine Constructors, Inc., G&H Underground Construction, Inc., and VJ Usina Contracting, Inc. to provide Countywide Roadway Drainage & Infrastructure Maintenance services; and;

WHEREAS, the scope of the projects will generally include providing any and all labor, materials, testing, shoring, dewatering, surveying, equipment, supervision, and transportation necessary to perform the required services as authorized by Task Order. Projects may include, but are not limited to, storm sewer installation and repair, pipe installation and repair, box culvert installation and repair, ditch grading, clearing and grubbing, excavation, restoration of right-of-way, pavement marking and signage, maintenance of traffic, and erosion control; and;

WHEREAS, through the County's formal Bid process, A.W.A. Contracting Company, Inc., Constantine Constructors, Inc., G&H Underground Construction, Inc., and VJ Usina Contracting, Inc. were determined to be the lowest, responsive, responsible bidders to enter into contracts with the County to perform the work referenced above; and;

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

WHEREAS, the contracts 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 Bid No. 18-14 to A.W.A. Contracting Company, Inc., Constantine Constructors, Inc., G&H Underground Construction, Inc., and VJ Usina Contracting, Inc. to provide the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid No. 18-14.

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 16th day of January, 2018.

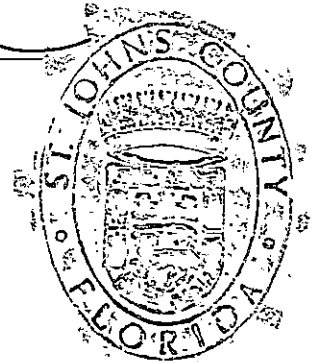
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Waltema Deputy Clerk

RENDITION DATE 1/18/18





**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR
(2012 EDITION)
MASTER CONTRACT #: 17-MCC-AWA-08972**

This Contract Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2018, by and between **St. Johns County, FL** ("County" or "Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **A.W.A. Contracting Company, Inc.** ("Contractor"), a company authorized to do business in the State of Florida, with mailing address P.O. Box 601009, Jacksonville, FL 32260; Phone: (904) 262-4157; Fax: (904) 880-4175; Email: artie@awacontractingcoing.com; under seal for **Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance**. 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) FEMA Public Assistance Program Required Contract Clauses herein attached as Exhibit "B"; (3) all Bid No: 18-14 documents together with all addenda thereto; (4) all Specifications; and (5) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract. 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 one (1) calendar year.
- 1.2.2** The term of the Contract may be renewed for up to four (4) additional one (1) 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 Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance. Specifically, but without limitation, the Contract supersedes any Bid 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 based on the FDOT Table provided in the Bid 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 satisfactory completion of the required 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 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 than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the 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 equitably 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 during 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

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 for 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).

Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance
MASTER CONTRACT #: 17-MCC-AWA-08972

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 below written.

COUNTY

St. Johns County, FL (Seal)

By: _____
(Signature County Representative)

Jaime T. Locklear MPA, CPPB, FCCM
(Printed Name - County Representative)

Assistant Purchasing Manager
(Title – County Representative)

(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

CONTRACTOR

A.W.A. Contracting Company, Inc. (Seal)

By: _____
(Signature Contractor Representative)

(Printed Name – Contractor Representative)

(Title of Contractor Representative)

(Date of Execution)

**Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance
MASTER CONTRACT # 17-MCC-AWA-08972**

**EXHIBIT "A"
UNIT PRICE LIST**

Item #	Item Description	Unit of Measure	Unit Price
1	Pipe Removal (12" to 15")	LF	\$12.00
2	Pipe Removal (18" to 24")	LF	\$15.00
3	Pipe Removal (30" to 36")	LF	\$18.00
4	Pipe Removal (42" to 48")	LF	\$21.00
5	Pipe Removal (≥ 56")	LF	\$24.00
6	Pipe Removal (12" to 15") 6' Depth or Greater *	LF	\$15.00
7	Pipe Removal (18" to 24") 6' Depth or Greater *	LF	\$18.00
8	Pipe Removal (30" to 36") 6' Depth or Greater *	LF	\$21.00
9	Pipe Removal (42" to 48") 6' Depth or Greater *	LF	\$24.00
10	Pipe Removal (> 56") 6' Depth or Greater *	LF	\$27.00
11	15" RCP, 0' to 6' Depth Class III	LF	\$27.63
12	18" RCP, 0" to 6' Depth, Class III	LF	\$37.70
13	24" RCP, 0" to 6' Depth, Class III	LF	\$55.75
14	30" RCP, 0" to 6' Depth Class III	LF	\$71.75
15	36" RCP, 0" to 6' Depth Class III	LF	\$105.75
16	15" RCP, Class III 6' Depth or Greater *	LF	\$35.63
17	18" RCP, Class III 6' Depth or Greater *	LF	\$46.70
18	24" RCP, Class III 6' Depth or Greater *	LF	\$65.75
19	30" RCP, Class III 6' Depth or Greater *	LF	\$82.75
20	36" RCP, Class III 6' Depth or Greater *	LF	\$120.75
21	42" RCP, Class III	LF	\$135.50
22	48" RCP, Class III	LF	\$157.68
23	42" RCP, Class III 6' Depth or Greater *	LF	\$185.50
24	48" RCP, Class III 6' Depth or Greater *	LF	\$207.50
25	12"x18" ERCP, 0" to 6' Depth Class III	LF	\$34.13
26	14"x23" ERCP, 0" to 6' Class III	LF	\$48.75
27	19"x30" ERCP, 0" to 6' Class III	LF	\$59.55
28	24"x38" ERCP, 0" to 6' Class III	LF	\$85.50
29	12"X18" ERCP, Class III 6' Depth or Greater *	LF	\$36.25
30	14"X18" ERCP, Class III 6' Depth or Greater *	LF	\$47.50
31	19"X30" ERCP, Class III 6' Depth or Greater *	LF	\$64.26
32	24"X38" ERCP, Class III 6' Depth or Greater *	LF	\$95.50
33	29"X45" ERCP, Class III 6' Depth or Greater *	LF	\$165.75

34	29"x45" ERCP, 0' to 6' Class III	LF	\$135.75
35	38"x60" ERCP, Class III	LF	\$234.80
36	58"x91" ERCP, Class III	LF	\$380.75
37	38"x60" ERCP, Class III 6' Depth or Greater *	LF	\$334.80
38	58"x91" ERCP, Class III 6' Depth or Greater *	LF	\$480.75
39	Irrigation Pipe, ½" Sch 40 PVC	LF	\$1.95
40	Irrigation Pipe, ¾" Sch 40 PVC	LF	\$2.60
41	Sprinkler Head Relocation	EA	\$19.50
42	Sprinkler Head Installation	EA	\$19.50
43	Pipe, PVC, Sch 40, 4" Drain	LF	\$8.50
44	12" DR 18	LF	\$40.48
45	Headwall Removal	EA	\$550.00
46	Special Headwall Removal	EA	\$1,125.00
47	Inlet Structure Removal	EA	\$550.00
48	Saw Cut Existing Concrete Str for 15" Pipe Tie-In	EA	\$300.00
49	Saw Cut Existing Concrete Structure for 24" Pipe Tie-In	EA	\$400.00
50	Saw Cut Existing Concrete Structure for 36" Pipe Tie-In	EA	\$500.00
51	Saw Cut Existing Concrete Structure for 48" Pipe Tie-In	EA	\$600.00
52	Type B Inlet 4x4, 0' to 4' Depth (D-205)	EA	\$3,250.00
53	Type B Inlet 4x4, >4' to 6' Depth (D-205) *	EA	\$3,850.00
54	Type C Inlet, 0' to 4' Depth (D-207)	EA	\$1,750.00
55	Type C Inlet, > 4' to 6' Depth (D-207)*	EA	\$2,150.00
56	Type E Inlet, 0' to 4' Dept (D-208)	EA	\$2,350.00
57	Type E Inlet, > 4' to 6' Depth (D-208)*	EA	\$2,650.00
58	Type J-1 B Manhole/Inlet, 0" to 4' Depth (D-201)	EA	\$3,550.00
59	Type J-1 B Manhole/Inlet, > 4' to 6' Depth (D-201)*	EA	\$3,850.00
60	Type J-2 Manhole 4x5, 0" to 4' Depth (D-202)	EA	\$3,750.00
61	Type J-2 Manhole 4x5, > 4' to 6' Depth (D-202)*	EA	\$4,450.00
62	DOT P-5 Storm Inlet	EA	\$2,950.00
63	Precast End Wall (15"/12x18" Pipe) (D-408)	EA	\$1,250.00
64	Precast End Wall (18"/14x23" Pipe) (D-408)	EA	\$1,350.00
65	Precast End Wall (24"/19x30" Pipe) (D-408)	EA	\$1,450.00
66	Precast End Wall (30"/24x38" Pipe) (D-408)	EA	\$1,550.00
67	Precast End Wall (36"/29x45" Pipe) (D-408)	EA	\$1,650.00
68	48" Headwall	CY	\$750.00
69	54" to 60" Straight End Walls	CY	\$750.00
70	42" to 48" Straight End Walls	CY	\$750.00
71	MES for 15" or CMPDW Culvert (D-429)	EA	\$750.00
72	MES for 12x18 ERCP or 13x17 CMPA (D-430)	EA	\$800.00
73	MES for 19x30 ERCP or 20x28 CMPA (D-430)	EA	\$850.00
74	FDOT MES for 15/18" RCP/CMP (Index 272)	EA	\$750.00
75	FDOT MES for 24" RCP/CMP (Index 272)	EA	\$800.00
76	FDOT MES for 36" RCP/CMP (Index 272)	EA	\$900.00
77	12"x12" Precast Trench	LF	\$162.50

78	24"x24" Precast Trench	LF	\$292.50
79	10'x5' Box Culvert	CY	\$750.00
80	10'x5' Box Culvert 6' or Greater*	CY	\$850.00
81	10'x3' Box Culvert	CY	\$575.00
82	10'x3' Box Culvert 6' or Greater*	CY	\$625.00
83	3'x4' / 4'x3' Box Culvert	CY	\$700.00
84	3'x4' / 4'x3' Box Culvert 6' or Greater*	CY	\$750.00
85	4'x5' Box Culvert	CY	\$675.00
86	4'x5' Box Culvert 6' or Greater*	CY	\$725.00
87	Trench Drain (5' SW)	EA	\$1,250.00
88	6" Underdrain w/ 2'x2' Rockbed	LF	\$32.50
89	24" Retaining Wall 4"x12"	LF	\$35.75
90	Reinforcing Steel	Lbs.	\$1.85
91	Rip Rap	SY	\$60.00
92	Concrete Removal (0" to 6" thick)	SY	\$15.00
93	Curb & Gutter Removal	LF	\$20.00
94	Curb Removal for Handicap Ramp Construct	LF	\$25.00
95	Concrete Turn-Down, 4" thick (12" to 18" Deep)	LF	\$10.00
96	Installation of 4" thick Concrete Sidewalk	SY	\$31.50
97	Installation of 6" thick Concrete Sidewalk	SY	\$35.50
98	Installation of County Standard Curb & Gutter	LF	\$17.65
99	Installation of Type "F" Curb (DOT)	LF	\$20.80
100	Installation of City Standard Header Curb	LF	\$18.20
101	Concrete Ditch Pavement, NR, 4"	SY	\$58.50
102	Flowable Fill	CY	\$125.00
103	Flowable Fill (High Early)	CY	\$175.00
104	Picture Frame Finish for Driveway	SY	\$46.80
105	Rock Salt Finish for Driveway	SY	\$46.80
106	6" Concrete Driveway	SY	\$35.50
107	Spec Inlet Boxes	CY	\$650.00
108	Miscellaneous Concrete	SY	\$66.95
109	Cast Inplace/Precast Manhole Top W/Ring and Cover	LS\	\$2,500.00
110	Type C Inlet Pour-In-Place Wings	LS\	\$500.00
111	Aluminum Handrail for Trench Drain	LF	\$75.00
112	Aluminum Handrail (Non-Picket)	LF	\$75.00
113	Aluminum Handrail (Picket)	LF	\$105.00
114	Clearing & Grubbing	ACRE	\$4,550.00
115	Unclassified/Unsuitable Excavation w/ Haul off	CY	\$15.60
116	Roadway Shoulder Regrading (2' to 4' wide)	LF	\$2.60
117	Roadway Shoulder Regrading (4' to 6' wide)	LF	\$3.90
118	Roadway Shoulder Regrading ($\geq$ 6' wide)	LF	\$5.20
119	Ditch Regrading (0' to 2' deep)	LF	\$5.20
120	Ditch Regrading (2' to 4' deep)	LF	\$6.50
121	Ditch Regrading (4' to 6' deep)	LF	\$7.80

122	Fill A-3 Sand or Better (Contractor Supply)	CY	\$15.60
123	Fill A-3 Sand or Better (County Supply Contractor Haul)	CY	\$13.60
124	Fill A-3 Sand or Better (County Supply and Haul if available)	CY	\$6.60
125	Shrub Relocation (Due to location of work area)	EA	\$52.65
126	Asphalt Pavement Removal 0 to 6"	SY	\$13.00
127	Asphalt Pavement Removal 6" or Greater	SY	\$26.00
128	Asphalt Sidewalk Removal	SY	\$13.00
129	Asphalt Patch Repair, (Type SP 12.5 & Type SP 9.5) 2" or Greater	SY	\$65.00
130	1" SP 9.5 Asphalt	SY	\$28.62
131	1.5" SP 12.5 Asphalt	SY	\$34.68
132	Rework Existing Limerock Prime & Seal	SY	\$11.70
133	Limerock 12"	SY	\$33.80
134	Stripe Removal (12")	SF	\$6.50
135	White/Yellow Striping (6")	LF	\$6.50
136	Stripe Removal (6")	LF	\$6.50
137	White Safety Walk Striping (12")	LF	\$9.75
138	24" Striping (White)	LF	\$13.00
139	Stripe Removal (24")	LF	\$6.50
140	Thermoplastic Striping Solid Single White or Yellow	LF	\$6.50
141	Raised Pavement Marker	EA	\$11.50
142	Floating Turbidity Barrier	LF	\$26.00
143	Erosion Control – Hay Bales	EA	\$13.00
144	Erosion Control – Silt Barrier/Fabric	LF	\$4.00
145	Grassing – Sod	SY	\$7.80
146	Grassing – Seed & Mulch	SY	\$1.30
147	Fence Relocation	LF	\$26.50
148	Installation of New 6' Chain Link Fence	LF	\$49.65
149	Sign Relocation	EA	\$50.00
150	Mailbox Relocation (Using existing post)	EA	\$50.00
151	Valve Box Adjustment	EA	\$125.00
152	Handicap Ramps	EA	\$260.00
153	Guardrail	LF	\$52.00
154	ADA Tactile Surface Mat	EA	\$260.00
155	PCMS (Portable Changeable Message Signs)	EA/Day	\$65.00
156	Arrow Boards 5' Minimum Horizontal Size	EA/Day	\$25.00
157	Type I Barricade	EA/Day	\$0.85
158	Type II Barricade	EA/Day	\$0.90
159	Type III Barricade	EA/Day	\$1.56
160	Plastic Drums	EA/Day	\$0.85
161	Warning and Regulatory Signs In Work Zones (FDOT Index No. 600, Sheet 8)	EACH DAY	\$50.00
162	Two-Lane, Two Way, Work on Shoulder (FDOT Index No. 602)	EACH DAY	\$50.00
163	Two-Lane, Two Way, Work Within the Travel Way (FDOT Index No. 603)	EACH DAY	\$50.00
164	Two-Lane, Two Way, Work in Intersection (FDOT Index No. 604)	EACH DAY	\$100.00
165	Two-Lane, Two Way, Work Near Intersection (FDOT Index No. 605)	EACH DAY	\$50.00

166	Two-Lane, Two Way, Work Within the Travel Way-Signal Control (FDOT Index No. 606)	EACH DAY	\$450.00
167	Two-Lane, Two Way, Mobile Operation, Work on Shoulder and Work Within the Travel Way (FDOT Index No. 607)	EACH DAY	\$450.00
168	Two-Lane, Two Way Temporary Diversion Connection (FDOT Index No. 608)	EACH DAY	\$200.00
169	Multilane, Work On Shoulder (FDOT Index No. 612)	EACH DAY	\$100.00
170	Multilane, Work Within Travel Lane Median or Outside Lane (FDOT Index No. 613)	EACH DAY	\$125.00
171	Multilane, Work Within Travel Way, Center Lane (FDOT Index No. 614)	EACH DAY	\$200.00
172	Multilane, Work In Intersection (FDOT Index No. 615)	EACH DAY	\$100.00
173	Multilane, Work Near Intersection Median Or Outside Lane (FDOT Index No. 616)	EACH DAY	\$225.00
174	Pedestrian Control For Closure Of Sidewalks (FDOT Index No. 660)	EACH DAY	\$300.00
175	Excavator	EA	\$750.00
176	Front End Loader	EA	\$750.00
177	Loader Hoe (Back Hoe)	EA	\$375.00
178	Bull Dozer	EA	\$750.00
179	Motor Grader	EA	\$750.00
180	Roller	EA	\$375.00
181	Mixer	EA	\$750.00
182	700 LBS Plate Tamp	EA	\$250.00
183	Jumping Jack Tamp	EA	\$250.00

**Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance
MASTER CONTRACT # 17-MCC-AWA-08972**

EXHIBIT "B"

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 20, 2017

RE: Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award contracts, after successful negotiations, to A.W.A. Contracting Company, Inc., Constantine Constructors, Inc., G&H Underground Construction, Inc., and VJ Usina Contracting, Inc. as the lowest responsive and responsible bidders under Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance. This notice will remain posted on the St. Johns County Purchasing Department bulletin board until 5:00 P.M., Wednesday, December 27, 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.

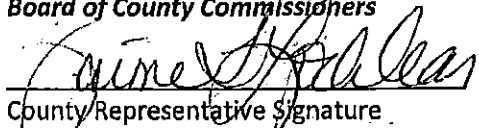
Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award contracts.

Please forward all correspondence, requests or inquiries directly to David Klages, Purchasing Coordinator, at dklages@sjcfl.us.

Sincerely,

St. Johns County

Board of County Commissioners


County Representative Signature

Date: 12/20/17

Jaime T. Locklear, MPA, CPPB, FCCM, Assistant Purchasing Manager
Name & Title (Printed)



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Jay Brawley, County Engineer
FROM: David Klages, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance
DATE: November 16, 2017

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

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

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

Department Head Approval: _____

Date 12-20-17

Budget Amount VARIOUS

Account Funding Title _____

Funding Charge Code

Award to A.W.A. CONTRACTING CO., INC.
CONSTANTINE CONSTRUCTORS INC
GTH UNDERGROUND CONSTRUCTION, INC.
V.J. USINA CONTRACTING, INC.

Award Amount _____

\$ 986,542.09
1,000,907.21
1,718,563.80
1,780,465.98



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Jay Brawley, County Engineer
FROM: David Klages, Procurement Coordinator
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Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

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

Department Head Approval 

Date 12-20-17

Budget Amount VARIOUS

Account Funding Title 1

Funding Charge Code 1

Award to A.W.A. CONTRACTING CO., INC.
CONSTANTINE CONSTRUCTORS INC.
GTH UNDERGROUND CONSTRUCTION, INC.
V.S. USINA CONTRACTING, INC.

\$ 886,542.09
1,000,907.21
1,718,563.80
1,780,465.98

Award Amount _____

ST. JOHNS COUNTY BID TABULATION

BID TITLE

COUNTYWIDE ROADWAY DRAINAGE &
INFRASTRUCTURE MAINTENANCE

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,

OPENED BY David Klages

TABULATED BY Bryan Matus

VERIFIED BY David Klages

BID NUMBER

18-14

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT TO

OPENING DATE/TIME

November 15, 2017 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION.

POSTING DATE/TIME

FROM	UNTIL
11/16/17 3:00 PM	11/21/17 3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

PAGE 1 of 1

BIDDERS	GRAND TOTAL UNIT PRICE BID	ADDENDUM 1	BID BOND	ATTACHMENTS A - H		
A.W.A Contracting Co., Inc	\$886,542.09	YES	YES	YES		
Constantine Constructors, Inc	\$1,000,907.21	YES	YES	YES		
G&H Underground Const. Inc	\$1,718,563.80	YES	YES	YES		
V.J. Usina Contracting, Inc	\$1,780,465.98	YES	YES	YES		
Petticoat-Schmitt Civil Contractors, Inc	\$2,097,740.00	YES	YES	YES		

BID AWARD DATE:

ST. JOHNS COUNTY BID TABULATION

BID TITLE

COUNTYWIDE ROADWAY DRAINAGE &
INFRASTRUCTURE MAINTENANCE

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
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SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
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OPENED BY David Klages
TABULATED BY Bryan Matus
VERIFIED BY David Klages

BID NUMBER

18-14

OPENING DATE/TIME

November 15, 2017 2:00 PM

POSTING DATE/TIME

FROM	UNTIL
11/16/17 3:00 PM	11/21/17 3:00 PM

PAGE 1 of 1

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V.J. Usina Contracting, Inc	\$1,780,465.98	YES	YES	YES		
Petticoat-Schmitt Civil Contractors, Inc	\$2,097,740.00	YES	YES	YES		

BID AWARD DATE:



St. Johns County Board of County Commissioners

Purchasing Division

November 8, 2017

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance

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

Questions:

1. Pricing maintenance contracts requires a price range for the size of the project we are mobilizing to. Can you provide a price range?
Answer: Mobilization of equipment is the price per piece of heavy equipment needed for the project. The installation unit prices shall include the cost of everything needed for the job, including the equipment used for installation.
2. What is the required response time once the Notice To Proceed has been issued?
Answer: Typically ten (10) days, however, this may be negotiated for each project, depending on materials needed and other circumstances.
3. It is our understanding that the Unit Price Schedule is based on the "Quantities" in the proposal. Should the quantity significantly increase or decrease for a project, will the unit price be renegotiated and adjusted accordingly via a Change Order?
Answer: No, the unit prices as submitted will be used for calculating the installed cost for each item based on the quantities for each specific project.
4. Force Majeure – How are adverse weather delays assessed and added into the duration of the project? Inches of rain above the norm for that season?
Answer: Adverse weather delays, based on industry standards, shall be reported to the County project manager as they occur and shall be allowed when either conditions are unsafe or the type of work is unsuitable for the weather conditions. Granting time extensions is at the project manager's discretion based on documentation provided by the Contractor.
5. Force Majeure; Delays (second sentence) states: "Neither shall the Contractor be compensated for delays"
Is it understood that compensation refers to monetary? Additionally, if government regulations such as FDEP dewatering pretreatment requirements change during the contract period, how will the contractor be compensated?
Answer: The Contractor will not be compensated for 'stand by' days when work is not performed. Documented delays may result in a contract time extension as applicable. In the event new regulations are promulgated and take effect during the contract, related unit costs may be reviewed and adjusted at the County's discretion.

6. Public Construction Bonds – Task Orders greater than \$100,000 in value require a Construction Bond. Does the County reimburse the Contractor for the cost of the bond? Suggest adding a line item with a maximum of 3% of the total bid for this item so that unit pricing can be reduced.

Answer: A line item for the Construction Bond for an amount up to 2% of the construction costs may be added to any projects that exceed \$100,000.

7. Project Surveying (second sentence) states: "Construction layout.....under the supervision of a registered land surveyor or engineer authorized to practice in the State of Florida" It is our experience that each project is site specific. How is the contractor compensated for this, e.g., hourly rate? Suggest a line item and a not to exceed allowance for this item to keep unit pricing lower.

Answer: Construction layout is a required part of every project and shall be included in the installed unit prices.

8. Dewatering – Each project will be unique and at various locations throughout the County. Based on CCI's experience working in the area, CCI will assume a predetermined level of groundwater. However, should those locations be greater than the assumptions made, how will the contractor be compensated? Will the County include recent geo tech reports with each task order to better identify the level of the ground water for each site? Suggest a line item and a not to exceed allowance for this item to keep unit pricing lower.

Answer: Assumptions made for dewatering are at the discretion of the contractor with the understanding that typical conditions around the county include groundwater impacts. If a contractor needs additional geotechnical information for a specific project, that cost can be included in the estimate submitted to the county.

9. Testing – It is our experience that depth of excavations, in situ materials or imported materials can vary. Suggest a line item and a not to exceed allowance for this item to keep unit pricing lower. The cost of any retesting shall be borne by the Contractor.

Answer: This is a required part of every project and shall be included in the installed unit prices.

Informational:

1. A reminder that Bidders may not contact anyone regarding this solicitation other than the designated Point of Contact(s) on page 6 of the front end documents. Failure to abide by this shall be cause for disqualification.

THE BID DUE DATE REMAINS NOVEMBER 15, 2017 AT 2:00 P.M.

Acknowledgment

Sincerely,

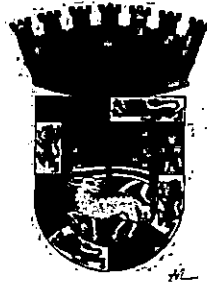
Signature and Date

David Klages
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



**Board of County Commissioners
St. Johns County, Florida**

BID NO: 18-14

**COUNTYWIDE ROADWAY DRAINAGE &
INFRASTRUCTURE MAINTENANCE**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

St. Johns County Purchasing Division

500 San Sebastian View

St. Augustine, FL 32084

904.209.0150

Final: 10/24/17

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

Official County Bid Form

Fully Acknowledged Addenda Applicable to this Bid

Attachment "A" – Affidavit

Attachment "B" – Certificate as to Corporate Principal

Attachment "C" – License / Certification List

Attachment "D" – List of Proposed Sub-Contractors

Attachment "E" – Qualifications Statement

Attachment "F" – Florida Trench Safety Act

Attachment "G" – Bid Bond Form

Attachment "H" – Conflict of Interest Form

PROJECT SPECIFICATIONS

BID NO: 18-14

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, November 15, 2017 by the St. Johns County Purchasing Division, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Division after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

St. Johns County seeks to solicit bids from interested and qualified Contractors for countywide drainage and sidewalk construction projects throughout St. Johns County. The Contractor shall be required to provide any and all labor, materials, testing, shoring, dewatering, surveying, equipment, supervision and transportation necessary to perform the required services as authorized by Task Order. Drainage and sidewalk construction projects may include, but are not limited to, storm sewer installation and repair, pipe installation and repair, box culvert installation and repair, ditch grading, clearing and grubbing, excavation, restoration of right-of-way, pavement marking and signage, maintenance of traffic, and erosion control. Bidders must be fully licensed as a Certified General Contractor (CGC), a Certified Building Contractor (CBC), or a Certified Underground Utility and Excavation Contractor in the State of Florida.

Bid Documents may be obtained from Onvia DemandStar, Inc. at their website www.demandstar.com by requesting Document # 18-14. 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/Purchasing/OpenBids.aspx. Please check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from David Klages, Procurement Coordinator, St. Johns County Purchasing Division, via email to dklages@sjcfl.us or fax to (904) 209-0167.

Any and all questions related to this solicitation shall be directed, *in writing*, to David Klages, Procurement Coordinator, SJC Purchasing Division, via email to dklages@sjcfl.us or fax to (904) 209-0167. Questions must be submitted no later than **five o'clock (5:00 P.M.)** on **Monday, November 6, 2017** so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, 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 Division and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

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

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

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

BID NO: 18-14

INSTRUCTION TO BIDDERS

COUNTY: The Board of County Commissioners of St. Johns County, Florida ("County" or "Owner")
PROJECT: Bid No: 18-14; Countywide Roadway Drainage & Infrastructure Maintenance

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda Written or graphic instruments issued by the Purchasing Division prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid A complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other Contractors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder A firm or individual who submits a Bid to the County for the work described in the proposed Contract Documents.

Bidding Documents Documents which include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a Contractor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price.

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible Contractor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime Contractor to perform all or any part of the prime Contractor's obligations.

Unit Price An amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment, and any other item(s) essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The County, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County at least **twelve (12) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the County or its Representative less than **seven (7) days** prior to Bid receiving date, however, the County reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this Invitation To Bid shall be submitted ***in writing*** by or before close of business (5:00 P.M.) on **Monday, November 6, 2017** to the following Designated Point of Contact:

Contact Information: David Klages, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: dklages@sjcfl.us
Phone: (904) 209-0166
Fax: (904) 209-0167

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh Daniels, CCPB, Procurement Supervisor, at ldaniels@sjcfl.us.

Interested firms may not contact any staff member of St. Johns County, except the Designated Point of Contact, with regard to this bid as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries

will be routed to the appropriate staff member for response.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact, as provided above. Questions must be submitted no later than **five o'clock (5:00 P.M.) on Monday, November 6, 2017** so that any necessary addenda may be issued in a timely manner.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. **Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.**

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. Bidders are required to submit, at a minimum, the Bid Proposal Attachments listed on page 20 of this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Division, with the bidder's return address in top left hand corner and recite: **"BID NO: 18-14 - COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE"**.

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid. Failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner; to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of the Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of **ten thousand dollars (\$10,000.00)**, submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the County on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the

County, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment "B" – Certificate as to Corporate Principal, or Attachment "G" – Bid Bond Form provided herein if submitting a Bid Security in the form of a certified or cashier's check.

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "Instructions to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above.
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the Unit Price totals will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

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

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until

contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

The envelope or container shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount of ten thousand dollars (\$10,000.00) or five percent (5%) of two hundred thousand dollars (\$200,000.00).

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be fully licensed as a Certified General Contractor (CGC), a Certified Building Contractor (CBC), or a Certified Underground Utility and Excavation Contractor in the State of Florida. Each Bidder must complete Attachment "C" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal. Upon award, and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County, and shall be required to maintain a Local Business Tax receipt throughout the duration of the Contract. Each Bidder must also complete Attachment "E" – Qualification Statement and submit with each copy of the submitted bid proposal.

SUB-CONTRACTORS

Each Bidder shall submit to the Owner, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the Owner, the successful Bidder(s) shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the Owner will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at its option, disqualify the Bidder, at no cost to the County.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner.

If the Contractor elects to sub-contract with any firm, for any portion of the work under any Task Order, the Contractor shall be responsible for all work performed by any sub-contractor and the Contractor shall not be relieved of any obligations under this Contract.

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Attachment "F" – Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553.62, Florida Statutes., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR s. 1926.650 Subpart P, as the Standard.

FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return three (3) signed copies of the Contract Agreement to the SJC Purchasing Division within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

CONTRACT DURATION & RENEWAL

If awarded, the initial contract term shall be for an initial period of **one (1) calendar year with four (4) one-year renewal options**, providing satisfactory performance has been maintained by the Contractor, and availability of funding. These contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, 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, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Sub-contractor, 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 Sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the

indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-contractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

FORCE MAJEURE; DELAYS

Force Majeure: Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this agreement due to any one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's work error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

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 of any and all items of non-compliance. The Contractor shall then have five (5) 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 has not been taken within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

The Owner may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

Issuance of more than one (1) Notification of Default shall be cause for termination. If, at any time, the Contract Agreement with the awarded Contractor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that Contractor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

UNIT PRICES

The Unit Prices submitted under this Bid shall include any and all costs, fees, and charges associated with providing labor, materials, equipment, testing, shoring, dewatering, surveying, mark-up, insurance, bond(s), utilities, and any other costs associated with performance of the work. The Unit Prices multiplied by the quantities estimated for the scope of work shall be the final cost to the County. The County shall not be charged for any costs other than the unit price items unless approved via Contract Amendment prior to execution of a Task Order.

PRICING PROPOSALS

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI, unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

TASK ORDERS

The SJC Engineering Department shall be responsible for determining estimated quantities of items for each project/scope of work. Award of a Task Order shall be determined by the Engineering Department based upon cost comparison between vendor(s) under contract, schedule and current workload of the vendor(s), and relative capability of the vendor(s) for the individual Task Order.

Task Orders shall be issued by the SJC Purchasing Department. The Contractor shall be required to have an authorized representative sign all copies of the Task Order and send them back to Purchasing. The Task Order is not considered effective until executed by the SJC Purchasing Manager or Assistant County Administrator. Once the Task Order is fully executed, the Contractor shall receive a copy, which shall serve as Notice to Proceed for the project. There may be some cases where a project requires a formal Notice to Proceed after the Task Order is fully executed. This will be handled on a project by project basis.

Each Task Order shall include all of the following information: Master Contract Name & Number, Contractor Name & Address, Task Order Number, Project Name, Scope of Work, Cost of Project, Schedule for Completion, and any and all terms and conditions associated with the project.

Any and all changes to a project shall be authorized through a Contract Change Order or Amendment as applicable to the change being authorized. Changes must be requested and/or approved by the Project Manager, Department Head and Purchasing Manager. The Contractor shall then submit a proposal for the change to the Purchasing representative. No additional or alternate work shall be performed by the Contractor until receipt of a fully executed Change Order or Amendment.

CHANGE ORDERS

The County shall advise the Contractor of minor changes in the work not involving an adjustment to the Task Order dollar value or completion time. The Contractor shall be required to perform these changes at no additional cost to the County.

The Contractor may request a change by submitting a written request to the County, or Engineer describing the proposed change and its full effect on the work, including a statement describing the reason for the change, and the effect on the Task Order dollar value and completion time with full documentation. The Contractor must provide back-up documentation for any requested substitutions or alterations from the scope of work provided by the County.

Change Orders shall be issued to increase, or decrease the dollar value of a Task Order based on estimated quantity overages and shortages, or on a change in the project determined by the County or Engineer.

All Change Orders shall be accompanied by a revised scope of work, as applicable, added or subtracted quantities of unit price items, explanation for the change (whether County driven or Contractor driven), and shall be signed by the Contractor, the Department Head, and the County Representative. Change Orders shall not be considered fully executed until all three (3) parties have signed. In the event an Engineer is utilized by the County for a project, the Engineer's authorized representative shall also be required to sign any issued Change Orders.

PUBLIC CONSTRUCTION BONDS

The Contractor shall be required to obtain and submit recorded Public Construction Bonds on any Contract Task Order issued greater than one hundred thousand dollars (\$100,000.00) in value 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.

SURETY BOND

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

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. 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;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

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 representative. No work shall commence until the required bond has been delivered to the SJC Purchasing Department.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein.

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.

CONTRACT TIME – LIQUIDATED DAMAGES

The Contract Time shall be determined at the time of issuance of each Task Order. Contract time shall be stipulated in consecutive calendar days for completion of all authorized work.

Any changes to the contract time shall be issued through a Change Order by the SJC Purchasing Department. Changes to the contract time must be requested, justified, and/or approved by the Project Manager.

Conditions under which liquidated damages shall be imposed:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$763
Over: \$50,000 but less than \$250,000.....	\$958
\$250,000 but less than \$500,000.....	\$1,099
\$500,000 but less than \$2,500,000.....	\$1,584
\$2,500,000 but less than \$5,000,000.....	\$2,811
\$5,000,000 but less than \$10,000,000.....	\$3,645
\$10,000,000 but less than \$15,000,000.....	\$4,217
\$15,000,000 but less than \$20,000,000.....	\$4,698
\$20,000,000 and over.....	\$6,323 plus 0.00005 of any amount over \$20 million
(Round to nearest whole dollar)	

INVOICING

The Contractor shall submit an invoice to the appropriate County department contact at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances

shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

SJC Engineering Department
ATTN: Joan Anderson
2740 Industry Center Road
St. Augustine, FL 32084

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Contractor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number, Task Order Number
- Total Price of Invoice
- Description of Services Performed

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

INSURANCE

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

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

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

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

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

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

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.

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

GOVERNING LAWS & REGULATIONS

The Vendor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, are in any manner applicable to this Bid. The services shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the project awarded under this contract relating to an Emergency declaration, the Vendor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise(WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the bidder is not a DBE/MBE/WBE firm the contractor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors **OR**
2. If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

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.] - Vendors 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.

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 Vendor is required to verify that none of the Vendor, 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 Vendor 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 Vendor 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."

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 Vendor 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.

COMPLIANCE WITH THE CLEAN AIR ACT AND CLEAN WATER ACT

Vendor 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).

ENERGY CONSERVATION

The Vendor 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.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should 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. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 18-14

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name _____

Mailing Address _____

Telephone Number _____

Fax Number _____

Bidders: Having become familiar with requirements of the service, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-14: COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BID:

FOR: Countywide Roadway Drainage & Infrastructure Maintenance

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the unit prices submitted below. These prices shall be final cost to the County. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

Grand Total Unit Price Bid: \$ _____
Amount Written in Numerals

\$ _____ **/ 100 Dollars**
Amount Written in Words

Each Bidder shall type or print legibly the Total Unit Price in each designated space provided above. If there is a discrepancy between the amount written in numerals and the amount written in words, the amount written in words shall be considered as the Bidder's correct bid.

The County reserves the right to award multiple vendors based on unit prices submitted.

The "Total Unit Price Bid" is defined as the cumulative price for adding together all unit prices on Unit Price List.

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

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are

interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than ten thousand dollars (\$10,000.00) or five percent (5%) of two hundred thousand dollars (\$200,000.00), payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

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

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(if applicable)

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

Official County Bid Form Including Fully Acknowledged Addenda Applicable to this Bid
Attachment "A" – Affidavit
Attachment "B" – Certificate as to Corporate Principal
Attachment "C" – License / Certification List
Attachment "D" – List of Proposed Sub-Contractors
Attachment "E" – Qualifications Statement
Attachment "F" – Florida Trench Safety Act
Attachment "G" – Bid Bond Form
Attachment "H" – Conflict of Interest Form

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", and "H" must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid, and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Insert Bid Form Here

BID NO: 18-14

ATTACHMENT "A"
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-14; COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE, in St. Johns County, Florida.

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 Bidder has no financial interest in the firm of another bidder 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, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)

Sworn and subscribed to me this _____ day
of _____, 20_____.

By: _____

Notary Public:

(Title)

Signature

Printed

My commission Expires: _____

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

BID NO: 18-14

ATTACHMENT "B"
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

BID NO: 18-14

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

[illegible]

BID NO: 18-14

ATTACHMENT "D"
LIST OF PROPOSED SUB-CONTRACTORS

All Sub-contractors are subject to approval of County. The County reserves the right to reject any proposed Subcontractors as provided herein. The following are Subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

NAME AND ADDRESS OF SUB-CONTRACTORS

BID NO: 18-14

ATTACHMENT "E"
QUALIFICATIONS STATEMENT

I, _____ hereby certify that _____
(Authorized Company Representative Name & Title) (Full Legal Company Name)
has performed and is licensed in the State of Florida as a Certified General Contractor (CGC), a Certified Building Contractor (CBC), or a Certified Underground Utility and Excavation Contractor. I also certify that the above named company is capable of bonding any Task Order in excess of \$100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

Signature

Date

Name & Title of Representative

BID NO: 18-14

ATTACHMENT "F"
CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Unit Price Bid are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

Authorized Bidder Representative:

Signature Date

Name & Title of Representative

BID NO: 18-14

ATTACHMENT "G"
BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$ _____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20__.

For
COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 18-14

BID BOND

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

BID NO: 18-14

ATTACHMENT "H"
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **Bid No. 18-14: COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE**

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

SPECIFICATIONS

BID NO: 18-14; COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE

SCOPE OF WORK

The scope of work requirements for Countywide Roadway Drainage & Infrastructure Maintenance are described below. The Contractor shall be required to provide any and all labor, materials equipment, testing, shoring, dewatering, surveying, supervision and transportation necessary to perform the required services as authorized by Task Order. Drainage and sidewalk construction projects may include, but are not limited to: storm sewer installation and repair, pipe installation and repair, box culvert installation and repair, ditch grading, clearing and grubbing, excavation, restoration of right-of-way, pavement marking and signage, maintenance of traffic, and erosion control. All work shall be governed by the most recent FDOT specifications and/or St. Johns County Land Development codes. If at any time there is a discrepancy between FDOT specifications and St. Johns County Land Development codes, the more stringent of the two shall prevail.

DIVISION 1 – GENERAL REQUIREMENTS

I. ADA Requirements

The Contractor shall be required to comply with any and all of the most recent requirements of the American Disabilities Act (ADA) in the construction of sidewalks and driveways, and any other components that are regulated by the ADA.

II. FDOT Requirements

The Contractor shall be required to comply with the Florida Department of Transportation (FDOT) Standard Indexes and Specifications as set forth below.

III. Utilities

The Contractor shall be responsible for notifying any and all applicable utility companies for on-site verification of any service line locations at least forty eight (48) hours prior to performance of any construction for any project under this Contract.

IV. Permitting

Unless otherwise provided herein, or in the project scope of work, the County shall obtain necessary permits required for each project. The Contractor shall file a Notice of Intent (NOI) to use the NPDES Generic Permit for Storm Water Discharge and pay any applicable fees related to utilizing this permit. The Contractor shall be responsible for complying with any and all applicable provisions of permits issued by various governmental agencies in conjunction with any project under this Contract.

V. Coordination & Meetings

The Contractor shall be responsible for coordinating the scheduling, submittals and work for each project to assure efficient and orderly sequences of installation of interdependent construction elements with provisions for accommodating items installed later at no cost to the County.

- **Pre-Construction Conferences**

The County, or Engineer, shall determine whether or not each project under this Contract warrants a formal Pre-Construction Conference. If so, the County, or Engineer, shall schedule the conference with the Contractor and any applicable sub-contractors or other parties involved with the project.

- **Progress Meetings**

The County, or Engineer, shall be responsible for scheduling and administering any meetings throughout the progress of the work as necessary to address any concerns, problems with the work, and outline future construction activities. The County, or Engineer, shall record minutes from any scheduled meetings, as necessary, and distribute copies to all necessary parties as required to disseminate project information.

VI. Submittals

Prior to commencement of construction for any project under this Contract, the Contractor shall submit five (5) copies of each of the following, as requested by the County, or Engineer:

- Certificate of Compliance

1. Concrete Mixes
 2. Asphalt Mixes
 3. Aggregates & Stabilization Agents
 4. Pipe, Reinforced Concrete
 5. Pipe, Ductile Iron
 6. Pipe, Polyvinyl Chloride
 7. Precast Inlets & Manhole Sections
- Shop Drawings
 - Construction Progress Schedules
 - Upon request by the County, or Engineer, the Contractor shall submit two (2) copies of the initial progress schedule within five (5) days of receipt of the fully executed Task Order for County, or Engineer review. The Contractor shall be required to revise and resubmit the progress schedule as requested by the County, or Engineer.

VII. Quality Control

The Contractor shall be responsible for complying with specified standards as a minimum quality for the authorized work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship. The work performed by the Contractor must be by person(s) qualified to produce workmanship of specified quality. Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession and current project. Upon request, Contractor shall furnish proof thereof.

- References
 - The Contractor shall conform to the most current reference standards in place at date of issue of each Task Order. The County shall notify the Contractor if he shall be required to obtain copies of standards related to a specific project. The Contractor shall be responsible for requesting clarification from the County, or Engineer, in the event the specified reference standards conflict with the issued Task Order, Change Order, or Contract Amendment prior to performing any work for any project.
- Inspection & Testing Laboratory Services
 - The Contractor shall be required to employ the services of an independent firm, acceptable to the County, to perform inspection and testing where applicable as stated by the County, or Engineer. The independent firm shall perform inspections, tests, and other related services as specified in the scope of work for each project, or as required by the County, or Engineer. The independent testing firm shall be a Florida certified Geotechnical Engineering company.
 - Reports shall be submitted by the independent firm to the County, or Engineer, electronically, indicating observations and results of tests and indicating compliance or non-compliance with the specifications provided by the County, or Engineer. Two (2) additional copies of any test reports shall be submitted to the County.
 - The Contractor shall notify the County, or Engineer, and independent firm of any requirement for inspections or testing services at least **twenty four (24)** hours prior to operations. The Contractor shall be required to provide the independent firm with samples of materials, design mix, equipment, tools, storage and assistance as requested by the independent firm in order to accomplish comprehensive test results.
 - Retesting required due to non-compliance with specified requirements shall be performed by the same independent firm upon instruction by the County, or Engineer at no additional cost to the County.

VIII. Construction Facilities & Temporary Controls

Upon receipt of a fully executed Task Order for any project, the Contractor shall be required to determine whether or not temporary power and service is necessary to perform the required services. If temporary power is necessary, the Contractor shall be required to coordinate with Power Company to acquire power service and shall be responsible for paying for any temporary power provided by the Power Company for the project. If temporary water service is necessary to perform the required services, the Contractor shall be required to coordinate with the local Utility provider to acquire water service and shall be responsible for paying for any temporary water services provided by the

Utility provider.

The Contractor shall be responsible for providing and maintaining temporary sanitary facilities and enclosures throughout the duration of any project under this Contract.

- **Protection of Installed Work**
 - The Contractor shall be required to provide temporary and removable protection to protect installed work and provide special protection as specified in the project scope of work. The Contractor shall be responsible for controlling any and all activity in the immediate work area to minimize damage to site, and installed work.
 - Damages caused to installed work, or the work site due to failure by the Contractor to sufficiently protect the installed work and/or work area shall be the responsibility of the Contractor to correct at no additional cost to the County.
 - The Contractor shall prohibit traffic from grassed areas of the work site at all times.
- **Progress Cleaning**
 - The Contractor shall maintain all work areas in a clean and orderly condition, free of waste materials, debris, and rubbish throughout the duration of each project.
 - The Contractor shall remove waste material, debris, and rubbish from the work area on a weekly basis, and dispose of all materials at a certified Solid Waste disposal site. Hazardous waste collected from any work area must be disposed of at an approved facility according to any and all applicable regulations. The Contractor shall be responsible for any and all fees and charges associated with the disposal of any and all materials collected and removed from any work area.
- **Removal of Utilities, Facilities & Controls**
 - The Contractor shall be required to remove any and all temporary above-grade or buried utilities, equipment, facilities, materials, prior to completion inspection by the County, or Engineer. Any and all underground installations must be removed to a minimum depth of two feet (2').
 - The Contractor shall restore areas damaged by installation or use of temporary work and existing facilities used during construction to original condition. Permanent facilities used during construction must be restored to a specified condition as determined by the County, or Engineer.

IX. Products

For the purposes of this Contract, "products" means new material, machinery, components, equipment, fixtures and systems forming the work. Machinery and equipment used for preparation, fabrication, conveying and erection of the work is not included.

The Contractor must provide interchangeable components of the same manufacturer for similar components.

- **Transportation & Handling**
 - The Contractor shall transport and handle products in accordance with the manufacturer's instructions, promptly inspect shipments to assure products comply with requirements, quantities are correct and products are undamaged, and provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
 - Products damaged due to improper transporting and/or handling by the Contractor shall be replaced by the Contractor at no additional cost to the County.
- **Storage & Protection**
 - The Contractor shall store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible, store sensitive products in weather-tight, climate controlled enclosures, place fabricated products on sloped supports above ground for exterior storage, provide off-site storage and protection when work area does not permit on-site storage or protection, cover products subject to deterioration with impervious sheet covering, provide ventilation to avoid condensation, store loose granular materials on solid flat surfaces in well-drained areas to prevent mixing with foreign matter, provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage, arrange storage of products to permit access for inspection, and

periodically inspect to assure products are undamaged and are maintained under specified conditions.

- o Products damaged due to improper storage and/or protection by the Contractor shall be replaced by the Contractor at no additional cost to the County.

X. Erosion Control

The Contractor shall make suitable provisions to minimize siltation and erosion of waterways which may result from, or as a result of, operations during the course of construction of any project. Silt barriers must be utilized at all times during construction in which siltation and/or erosion may occur.

The Contractor must carefully review the Sediment & Erosion Control Details and Storm Water Pollution Prevention Plan included within the Project Drawings, as applicable.

XI. Turbidity Monitoring

The Contractor shall monitor the construction activities to ensure that the minimum requirements for erosion control and pollution prevention are met and shall take action as needed to maintain all erosion control measures implemented.

The Contractor shall be held liable for any fines levied against the County by any regulatory agency for violations of State Water Quality Standards.

Turbidity shall not exceed twenty nine (29) NTU's above background measured within the same watershed.

XII. Protection of Property

The Contractor shall be required to ascertain the location of existing utilities, pipelines, and structures of any type below, on or above ground which may interfere with construction operations for any project.

All existing utilities, pipelines, poles, signs, mailboxes, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, planters, landscaping, traffic signs and signals, and other structures, fixtures or items either public or private, shall be protected from damage by the Contractor.

Wherever the underground installation of utility lines will proceed through surface improvements previously constructed or installed by the County, other governmental bodies, or adjacent property owners, the Contractor shall perform necessary removal and storage of such improvements and subsequent replacement to obtain, to the fullest extent possible, the undisturbed condition.

The Contractor shall be responsible for any damages to existing utilities, improvements, fixtures, or other items caused by construction operations for any project, or failure to provide sufficient protection or preservation. The Contractor shall repair, or replace any existing utilities, improvements, fixtures or other items damaged by construction operations at no additional cost to the County.

XIII. Relocation of Existing Property

Except as may otherwise be specified on the project plans, all mailboxes and property signs shall be relocated to a like position adjacent to the pavement, at the Right-of-Way line, or as prescribed by the U.S. Postal Service, at the first available opportunity of the Contractor once work in the area of the mailbox or property sign has been completed, so as not to unnecessarily inconvenience the affected property owner(s). The Contractor shall maintain property owner(s) access to all mailboxes at all times throughout the duration of the project so mail service is uninterrupted.

Mailboxes and/or property signs damaged by construction operations for any project shall be repaired and/or replaced by the Contractor as needed at no additional cost to the County.

XIV. Unsuitable Material

Any and all unsuitable material located within the limits of the work area where construction is to take place shall be removed and replaced with suitable material by the Contractor. Unsuitable material shall include, but is not limited to muck, clay, pile foundations, concrete railroad and street car tracks, railroad ties, debris, etc., as determined by the County, or Engineer.

All unsuitable material designated for removal shall become the property of the Contractor and shall be removed from the project site and disposed of according to any and all applicable regulations. The Contractor may use muck as a topsoil supplement.

- **Limits of Over Excavation**

- The limits of over excavation to remove organic material (muck) are defined as follows:
 - a. Unsuitable material shall be excavated to a depth of twelve (12) inches below the bottom of the organic material (muck).
 - b. The width of over excavation shall be in accordance with the most current edition of Index 500 of the FDOT Roadway & Traffic Design Standards.
- The Contractor shall select a dewatering system which shall be maintained at least two feet (2') below the proposed depth of excavation required during all de-mucking operations. The Contractor shall also refer to the Dewatering Section of these Specifications.
- Where unsuitable material is encountered during construction operations for any project, but not previously designated for removal, the Contractor shall remove the unsuitable material and replace with suitable material to the satisfaction of the County, or Engineer. The limits of removal shall be to a depth of three feet (3') below the bottom of the roadway base and a width of twelve inches (12") outside the limit of the organic material (muck) or just below all pipe inverts in accordance with the Excavation for Structure Section of these Specifications.

- **Backfill Material & Compaction**

- Backfill shall be in accordance with Index 505 of the FDOT Roadway & Traffic Design Standards, using AASHTO A-3 materials. Compaction shall be in accordance with Section 120-9 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.
- The backfill soils shall be placed in level lifts not to exceed twelve inches (12") and compacted to achieve a density of at least one hundred percent (100%) of the maximum density as determined by the AASHTO T-99, Method C.
- If the replacement of unsuitable material exhausts the supply of stockpiled suitable material obtained from regular roadway excavation, the Contractor shall import Class A-3 sand to the project site to meet the need for fill and backfill.

- **Suitable Soil (A-3 Material)**

- Upon request by the County, or Engineer, the Contractor shall be required to pre-qualify any and all A-3 material brought on site in accordance with the AASHTO Soil Classification System by employing the use of an independent testing laboratory for soil classification.

- **Unsuitable Soil/Utility Conflict**

- In the event the Contractor encounters unsuitable soil conditions and existing utilities are not scheduled for removal or replacement, the Contractor shall support and protect the utilities in place during removal and replacement of any and all unsuitable material.
- For construction of proposed water mains, force mains, or reuse mains, the removal of unsuitable material and backfill requirements shall be in accordance with the Notes and Detail sheets included in any applicable project drawings.

XV. Utility Coordination

The Contractor shall be responsible for the complete coordination of all utility relocation activities on any project. It shall be the Contractor's responsibility to ensure that the relevant utility relocation is scheduled in an appropriate fashion so as to minimize the effect of utility work on the overall project schedule. No contract change orders shall be approved based upon time delays created by the utility relocation efforts on any project.

- **Existing Utilities**

- Known surface and sub-surface utilities shall be shown or noted on the project drawings as accurately as available information will permit. The Contractor shall be responsible for reviewing and checking such information (in the field or by as-built review) for accuracy. The County makes no representative or guarantee concerning the accuracy or completeness of such information shown or

noted, or that utilities other than those indicated do not exist.

- The Contractor shall be responsible for locating all utilities either on or contiguous to the site and taking sufficient precautions to safely protect, support, and maintain such utilities throughout the duration of construction, whether or not such utilities are accurately shown in the project drawings.
- Customer service lines and other utilities that traverse the proposed construction are not normally shown on the project drawings and any damages thereto shall be the sole responsibility of the Contractor to correct at no additional cost to the County.
- The following list of utility companies or agencies with services within the County:

<u>Agency</u>	<u>Phone</u>
St. Johns County (Water & Sewer)	(904) 209-2624
City of St. Augustine (Water & Sewer)	(904) 825-1040
Florida Power & Light	(904) 824-7630
Peoples Gas System (TECO)	(904) 453-0805
Florida Gas Transmission Co.	(407) 838-7114
Comcast Communications	(904) 380-7574
AT&T	(904) 727-1568
Town of Hastings (Water & Wastewater)	(904) 692-1420 ext. 201
Windstream	(386) 462-6528
North Beach Utilities (Vilano Beach)	(904) 824-1806
JEA (Water & Sewer)	(904) 665-8451

- It is the responsibility of the Contractor to notify each of the parties at least forty eight (48) hours prior to construction and request that the location of their respective utility or material be located and staked in the field. Should the Contractor encounter any unidentified utility, work in the immediate area shall promptly cease, and the County, or Engineer shall be notified.
- The Contractor shall be responsible for requesting line rubber protection (when needed) from Utility Companies at least ten (10) working days in advance of any project.
- **Protection of Utilities during Construction**
 - The Contractor shall be responsible for protection of existing and proposed utility systems throughout the duration of construction on any project. Caution shall be used where the required construction will temporarily reduce the minimum cover requirements over existing or proposed utilities regardless of where they are shown on the project drawings.
- **Temporary Utilities**
 - All water, electricity, and other utilities required in accomplishing the work on any project shall be furnished and installed by the Contractor. The Contractor shall be responsible for obtaining water from fire hydrants, existing water main connections or new connections as approved by the County, and shall be the sole responsibility of the Contractor with no additional cost to the County.

XVI. Utility Conflicts

- **Sequence of Construction for Water &/or Sewer**
 - Where shown on the project drawings, or called for within the scope of work for any project, it shall be the Contractor's responsibility to schedule the construction and relocation of the water and/or sewer mains within the limits of construction. This scheduling shall be at the sole discretion of the Contractor. However, failure by the Contractor to review the relationship between component systems or relocate or adjust in conjunction with or prior to the drainage and/or roadway construction will not constitute a direct conflict in regards to any project regardless of where the water or sewer line is shown on the project drawings.
- **Adjustments during Construction**
 - It shall be the Contractor's responsibility to make reasonable investigations of the proposed locations for water and sewer construction. If minor deviations to the proposed locations can be made in accordance with the requirements of the scope of work to avoid conflict with other existing or proposed utilities at no additional cost to the County, then the Contractor shall inform the County, or Engineer, of the proposed remedy. Upon approval by the County, and Engineer, the Contractor shall

make field notes to identify any adjustments and include such deviations on the as-built drawings.

- **Unknown Conflicts**

- Unknown conflicts are defined as being either lateral or vertical in nature.
- In the event the Contractor discovers an unknown conflict that could not have been reasonably avoided as outlined in the Adjustments during Construction section above, he shall contact the County, or Engineer, for verification and approval of the method of resolution. If the resolution causes an increase or decrease to the Task Order amount, such work shall be authorized through a fully executed Change Order.

- **Schedule of Work**

- In the event the Contractor encounters a conflict (known or unknown), the Contractor shall continue his operations elsewhere until such time either the utility company relocates their utility, shop drawings (if needed) have been approved and/or the pre-casting of conflict structures (if any) is complete. The Contractor must schedule or relocate his work so not to artificially create a stoppage in the work. No time delay impacts will be granted due to this scheduling requirement and the Contractor, by entering into this Agreement, acknowledges this condition of the construction.

XVII. Maintenance of Traffic

The Contractor shall review the Traffic Control Plan Sheets for the specific requirements for the maintenance and phasing of traffic during construction of each project. The Contractor shall have a FDOT certified Maintenance of Traffic supervisor on staff however the Contractor may subcontract the Maintenance of Traffic and devices to a FDOT certified Maintenance of Traffic Company but must have someone on their staff who is available 24 hours a day for any MOT issues.

- **Maintenance of Traffic Plan**

- Prior to the beginning of construction for any project, the Contractor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the County, or Engineer. If the Contractor chooses to accept the Traffic Phasing Plans included with the project drawings, he shall notify the County, or Engineer in writing, stating his acceptance.
- If the Contractor chooses not to use the Maintenance of Traffic Plans included with the project drawings, he shall submit an alternative plan for approval by the County or the Engineer. The alternative plan shall be signed and sealed by an engineer registered in the State of Florida.

- **Access**

- The Contractor shall not close any street, road, or private way, unless specifically stated on the project plans and approved by the County prior to any closure. If the County, or Engineer, renders any street or private way unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary measures as shall be acceptable to the County, or Engineer. Streets, roads, private ways, and sidewalks shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.
- The Contractor shall maintain at least one (1) lane of traffic at all times for side streets and business accesses.
- Sidewalks that are impassable or unsafe shall be barricaded and signs shall be posted noting that the sidewalk is closed. Ingress and egress shall be provided at all times for local residents.

- **Limitations of Operations**

- The Contractor shall maintain two (2) lanes of traffic, one (1) lane in each direction, through the peak hour periods identified below:
 - a. Peak hour traffic periods Monday thru Friday: 6:00AM to 9:00AM and 3:00PM to 6:00PM
 - b. Weekends: Saturday – 12:00PM to 6:00PM and Sunday – 9:00AM to 1:00PM
 - c. Major Holidays (to be verified by County):
 - If celebrated on Monday – from 3:00PM the Friday before, to 9:00AM the Tuesday after
 - If celebrated on Friday – from 3:00PM the Thursday before, to 9:00AM the Monday after
 - d. Special Events (each year):

- **Tournament of Players Championship**
The exact dates are set each year and if necessary, the County will suspend the Contract Time on a project when the Contractor is not allowed to work on the job due to the above Special Events only. For time periods during periods of lane closures, the Contractor shall maintain one (1) lane of traffic open and controlled for alternating two (2) direction traffic.
- **Safety**
 - It is the Contractor's responsibility to ensure that work is properly lighted, barricaded, and in all respects safe in regard to public travel, to persons on or about the work, or to public or private property. It is the Contractor's responsibility to ensure that his employees have and wear the appropriate safety gear and use the "Stop/Slow" paddles when under a one lane Traffic operation.
- **Traffic Interference**
 - The Contractor shall plan and coordinate his work with the County so as to minimize traffic interferences. The rules and instructions of the County shall be followed for the public benefit.
 - Construction operations on drainage and sidewalk construction shall be carefully planned and scheduled so that the normal flow of local traffic shall be maintained at all times. It is understandable that providing for such local traffic will require some inconvenience to the users, but such inconvenience must be kept at an absolute minimum.
- **Drainage**
 - The Contractor shall insure positive drainage on all travel lanes as a result of his construction operations.

XVIII. Storage of Equipment & Materials

The Contractor shall use due care in safe operations and shall provide adequate facilities for proper storage of materials, tools, and/or equipment, and it shall be the responsibility of the Contractor to provide locked storage and/or sufficient guards to prevent injury or vandalism.

The Contractor shall not (except after written consents from the property owner) enter or occupy with men, tools or equipment, any land outside the right-of-way or property of the County. **A copy of the written consent must be provided to the County, or Engineer, when provided.**

XIX. Project Surveying

All surveying work must be provided by the Contractor, including construction staking (i.e. grade stakes, lines and levels). Construction layout and staking of the proposed work area shall be done under the supervision of a registered land surveyor or engineer authorized to practice in the State of Florida under the provisions of Chapter 472 or 471, Florida Statutes, respectively.

The Contractor shall provide all surveys necessary to commence and perform all work. All work shall be done to the lines, grades, and elevations shown on the project drawings. Any work done without being properly located will be ordered removed and replaced at the Contractor's expense.

The Contractor shall be responsible for monuments, benchmarks, geometric curve data (if any) and all other boundaries at the conclusion of the project, to allow for future reference.

- **Surveys & Grade Stakes**
 - Any reference points, points of intersection, property corners, or bench marks which are disturbed during construction shall be restored by a land survey or registered to practice in the State of Florida at the Contractor's expense.

XX. Environmental Protection

- **Dust Control**
 - Trucked water shall be used as needed to prevent airborne dust. If the County, or Engineer determines it is necessary to control dust from time to time during the progress of work on any project the Contractor shall do so at no additional cost to the County.

- **Litter**
 - The Contractor shall be required to control, collect, and dispose of all litter excavated or exposed by the work as directed by the County, or Engineer.
- **Burn Control**
 - Burning of clearing and grubbing debris generated on any project may be burned as allowed by the SJC Fire Marshall. The Contractor must receive written permission to burn debris by obtaining a burn permit as required prior to burning any materials.
 - The Contractor is required to haul off and dispose of all debris from burning as required by any and all applicable local, state, and federal regulations.
 - During non-burn conditions, as defined by the County, the Contractor shall be responsible for disposal of all non-burn materials.
- **Water Control**
 - The Contractor shall grade the project site to drain, shall maintain excavations free of water, shall provide operate and maintain pumping equipment, shall protect site from puddling or running water, and shall provide water barriers as required to protect site from soil erosion. The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against weather conditions and for handling all storms, flood and ground water, sewer, or other seepage, that may be encountered during the performance of the contract.
- **Erosion & Sediment Control**
 - The Contractor shall plan and execute construction on any project by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas, prevent erosion and sedimentation, minimize amount of bare soil exposed at one time, provide temporary measures such as berms, dikes and drains to prevent water flow, construction fill and waste areas by selective placement to avoid erosion surface silts or clays, and shall periodically inspect earthwork to detect evidence of erosion and sedimentation and promptly apply corrective measures as necessary.

XXI. Dewatering

The Contractor is responsible for maintaining dry excavations during the performance and inspection of the work, including, but not limited to, storm drainage structures, pipe culverts and storm sewers, and stabilized upgrade. The Contractor shall select a dewatering system suitable to the work being performed and the soils being dewatered.

At no time shall water be permitted to rise into the excavation during construction, and water levels shall be maintained to such a level that will prevent the bottom of the excavation from pumping and/or deteriorating.

If, at any time, the Contractor fails to maintain groundwater at sufficient elevations in the opinion of the County, or Engineer, modifications or changes to the dewatering system shall be made by the Contractor as directed by the County, or Engineer, and shall be at no additional cost to the County.

- **Roadway Construction**
 - If the Contractor encounters high groundwater elevations during the performance of the work for any project, it is the Contractor's responsibility to implement and maintain temporary dewatering measures until the permanent groundwater control systems are constructed.

XXII. Construction Limits

The Construction Limits encompass the entire Right-of-Way, easements and all Temporary Construction Easements as shown on the project drawings. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to the limits shown on the project drawings and shall not encumber the premises with his materials.

- **Encroachments**
 - The Contractor shall not (except upon written consent from the property owner) enter or occupy with men, tools, equipment, or materials, lands outside the easements, right-of-ways or property of the County. A copy of the written consent from the property owner shall be provided to the County, or Engineer.

- o The Contractor shall be responsible for any encroachments on rights or property of the public or adjoining property owners and shall hold the County harmless because of any encroachments which may result due to his lack of proper layout. In the event of any encroachments, the Contractor shall, at no additional cost to the County, remove any work or that portion of any work which encroaches on the property of others, or that is built beyond legal building or setback limits, and shall rebuild the affected work or portion of work at the proper locations and in full compliance with the scope of work.

XXIII. Excess Material

Excess material purchased for the purpose of any project shall remain the property of the contractor and be removed from the site at the Contractor's expense.

Timber, stumps, brush, roots, rubbish and objectionable material resulting from clearing and grubbing shall become the property of the Contractor. The disposal of excavated muck or other materials unsuitable for the construction of the project, including, but not limited to, paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slabs, limerock, sidewalks, curb and gutter, etc, shall be disposed of by the Contractor. Any and all costs for this work shall be included in the Contractor's submitted Unit Prices, and shall be in accordance with all Federal, State, and local laws, ordinances, regulations, and rules.

XXIV. Project Clean-Up

Upon completion of the work on any project, and before Final Acceptance and Payment, the Contractor shall remove from the right-of-ways and adjacent property, all false work, equipment, surpluses, and discarded materials, rubbish, and temporary structures, shall restore in an acceptable manner, all property, both public and private, which has been damaged during the performance of the work, and shall leave the waterways unobstructed and the roadway in a neat and presentable condition.

The placing of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owner(s), shall not constitute satisfactory disposal of materials. However, the Contractor will be allowed to temporarily store equipment, surplus materials, usable forms, etc, on a well-kept site, owned or leased by him, adjacent to the project, but no discarded equipment, materials, or rubbish shall be placed on such site.

Areas adjacent to the project right-of-way, used as a plant site, materials storage area, or equipment yard shall, at such time as they are no longer needed by the Contractor for such purposes, be shaped and dressed in close conformity to their original appearance.

As requested by the County, the Contractor shall be required to mow the sodded and/or seeded and mulched areas seven (7) days prior to Final Inspection and/or Final Acceptance, and this requirement shall be at no additional cost to the County.

DIVISION 2 – SITE WORK

I. Reference Standards

Except as may be otherwise specified on project plans, or herein, the applicable sections of the Florida Department of Transportation (FDOT), Standard Specifications for Road & Bridge Construction, most current edition, referred to hereinafter as the Standard Specifications, shall apply. All references in the Standard Specifications to "the Department", or "Department's State Materials and Research Engineer at Gainesville" shall be deleted, and "The Contract Administrator" inserted. All references to Method of Measurement and Basis of Payment shall be deleted.

Except as may be otherwise shown in the project plans, or specified herein, the applicable details of the State of Florida Department of Transportation, Design Standards, most current edition, shall apply.

All work shall conform to the latest version of State of Florida Accessibility Code.

The Manual of Uniform Traffic Control Devices shall also be applicable standards for roadside signs, striping, pavement markings, and maintenance of traffic.

- **Intent**

- The Contract Documents are complementary, what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall notify the County, or Engineer in writing prior to proceeding with the work affected thereby.
- Any work that may reasonably be inferred from the Specifications of project drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.
- Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the work to be done.
- **Interpretation of Dimensions and Quantities**
 - Any estimate of quantities of work to be done and materials to be furnished under the scope of work for any project is for illustrative purposes only. The County does not assume responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the pricing proposal and the execution of the work on any project.
 - Figure dimensions on project drawings shall govern over scale dimensions, and detailed project drawings shall govern over general project drawings.
 - Existing dimensions and clearances shall be verified by the Contractor prior to laying out the work on any project.
- **Work Not Covered by Specifications**
 - Proposed construction and any contractual requirements not covered by these Specifications may be covered by notes shown on the project plans or by supplemental specifications or special provisions for the contract, and all requirements of such supplemental specifications or special provisions shall be considered as a part of these Specifications.

II. Mobilization/Demobilization

Mobilization shall consist of the preparatory work and operations in mobilizing for beginning work and demobilizing upon completion of work on any project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, as well as any and all applicable Federal, State and Local laws and regulations.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

III. Maintenance of Traffic

Except as may be otherwise specified on the project plans or herein, maintenance of traffic shall be in accordance with Section 102 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, and the FDOT Design Standards Index 600, most current edition, and the Manual of Uniform Traffic Control Devices, Millennium Edition.

The individual responsible for maintaining daily traffic control through the work zone shall be FDOT certified in work zone traffic control. The Contractor shall be required to furnish the names and phone numbers of at least two (2) individuals who may be contacted twenty four (24) hours a day in the event of an emergency. Traffic control devices as required by the maintenance of traffic plan shall be maintained in proper order at all times throughout the duration of the contract. Improper traffic maintenance shall be grounds to stop construction on any project until proper devices and/or controls are implemented by the Contractor.

- **Temporary Pavement**
 - In any applicable maintenance of traffic plans, when reference is made to temporary pavement, this is to be defined as an asphaltic concrete driving surface. The Contractor shall refer to any applicable project plans for the temporary pavement section requirements.

- In accomplishing the work required for construction or any project, no limerock or base course material shall remain exposed to traffic for more than twenty four (24) hours without having an asphalt surface applied. This requirement is applicable to all cuts of existing pavement for any purpose.
- Temporary pavement repair shall conform to the existing profile of the roadway surface so as to provide for drainage and a relatively smooth riding surface under all weather conditions. Repaired surfaces shall be maintained by the Contractor until such time as they are overlaid or replaced by the permanent pavement.

IV. Prevention, Control, & Abatement of Erosion & Water Pollution

At a minimum, erosion protection shall be in accordance with Section 104, FDOT Standard Specifications for Road & Bridge Construction, most current edition, Index Nos. 102 and 103 in the FDOT Design Standards Manual, the notes and details shown on the project drawings and the conditions of the St. Johns River Water Management District Permit.

The Contractor shall implement a Sediment & Erosion Control Plan and a Stormwater Pollution Prevention Plan for the prevention, control, and abatement of erosion and water pollution throughout the duration of any project to comply with local and State of Florida water quality standards and regulations and Federal NPDES regulations.

This includes, but is not limited to temporary grassing, silt screens, turbidity barriers, hay bales, and other such measures which shall prevent the discharge of turbid waters from the construction area and minimize erosion within the limits of construction. Should any erosion occur, the Contractor shall repair eroded areas without delay and shall reimburse the County for any fines, fees, or penalties which may be imposed by regulatory agencies for failure to maintain proper erosion control and Stormwater facilities.

- **Silt Fence & Hay Bales**

- Prior to construction on any project, and as a minimum standard, the Contractor shall install temporary silt fence and hay bales in accordance with the project drawings. The Contractor shall maintain the silt fences, hay bales, and other erosion control measures until final acceptance of the project.
- As a minimum standard, hay bales shall be replaced at regular intervals not exceeding three (3) months.
- As a minimum standard, silt fences shall be replaced at regular intervals not exceeding twelve (12) months.
- Once construction has been completed, a stand of grass has been established and prior to final acceptance, the Contractor shall remove and dispose of the temporary silt fence and hay bales in accordance with any available project drawings.

V. Clearing & Grubbing

Clearing and grubbing shall be in accordance with Section 110 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

- **Requirements**

- Clearing and grubbing shall include the complete removal and disposal of all timber, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the surface of the existing ground or located under the surface of the excavated areas whether or not they are shown on any available project plans.
- Unless otherwise provided, the work shall also include, but not be limited to saw cutting, removal and disposal of existing asphalt or concrete pavement and the removal and disposal of drainage pipe culverts, headwalls, endwalls, etc.

- **Areas Covered**

- Unless otherwise shown on the project plans, or specified herein, clearing and grubbing shall be done within the following areas:
 - a. All areas where necessary to accomplish any project as directed by the project plans and specifications.
 - b. All areas where excavation will be done, including borrow pits, lateral ditches, right-of-way

ditches, etc.

- c. All areas where roadway embankments or roadway base will be constructed.
- d. All areas where structures will be constructed, including pipe culverts and other pipe lines.

- **Depths of Removal of Roots, Stumps & Other Debris**

- In areas where excavation is to be done and where the excavated material is to be used in the construction of roadway embankment or roadway base or pavement, all stumps, roots, and other debris shall be removed to a depth of at least one foot (1') below finished grade or the bottom of the base course or roadway embankment finish grade. Removal of unsuitable material shall be in accordance with the Unsuitable Material section herein.

- **Disposition of Material**

- Title to Materials: Except as otherwise specified, surplus material from excavation, trash, debris, and materials resulting from clearing, grubbing, and other operations shall become the property of the Contractor, and shall be disposed of in accordance with any and all applicable local, state, and federal laws and regulations.

- **Cleanup**

- Debris & Rubbish: the Contractor shall remove and transport debris and rubbish in a manner that shall prevent spillage on streets or adjacent areas. The Contractor shall be responsible for collecting and removing any materials that spill onto streets or adjacent areas during transport. The Contractor shall be responsible for compliance with all applicable federal, state and local hauling and disposal laws, and regulations.

VI. Excavation & Embankment

Excavation and embankment shall be performed in accordance with Section 120 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

- **Disposal**

- Sub-Article 120-5.5 "Disposal Areas" is amended as follows: The disposal of excavated muck and other materials unsuitable for the roadway construction, paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slab, limerock, sidewalks, curb and gutter, etc, shall be disposed of by the Contractor at approved sites within the County in accordance with all Federal, State, and Local laws, ordinances, rules and regulations.

VII. Excavation for Structures

Excavation for structures shall be performed in accordance with Section 125-4.1 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

- **Foundation Preparation**

- The Contractor shall over excavate at least two feet (2') of the clay soils below manhole bases and one foot (1') below pipeline inverts, if needed, and replace and compact with structural backfill to final bearing elevation. Compacted structural fill shall then be placed around and above structures and pipelines to final grade. Compaction shall be in accordance with Section 120 of the FDOT Standard Specifications for Road & Bridge Construction, most current Edition.
- The Contractor shall maintain a dewatering system to sufficiently lower the water table in these areas at least two feet (2') below the proposed depth of excavation. The dewatering system should not be decommissioned until sufficient deadweight exists on the structure to prevent uplift.

VIII. Stabilizing

Stabilization of the roadway sub-grade shall be in accordance with Section 160 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

- **Requirements**

- The work specified in this section consists of the preparation of the firm and unyielding sub-grade having the required bearing value specified in the project drawings and specification. It is intended that the desired bearing value be obtained regardless of the quality of the existing soil or materials available on the site.
- All roadway sub-grade construction in excess of four hundred feet (400') in length shall be tested for

LBR value.

IX. Topsoil

Topsoil shall be placed in accordance with Section 162 of the FDOT Supplemental Specifications for Road & Bridge Construction, most current edition.

In accordance with the FDOT Standard Specifications, the over excavated muck layer (if suitable) removed from a project site shall be used as a supplement and mixed with the existing material in quantities sufficient to achieve the minimum organic level and pH range.

X. Limerock Base

The work specified in this section consists of the construction of a base course composed of limerock. It shall be constructed on a prepared sub-grade in accordance with FDOT Standard Specifications for Road & Bridge Construction, most current edition, Section 911, and in conformity with the lines, grades, notes and typical sections shown in the project plans.

- **Equipment & Materials**

- The limerock material shall meet the requirements stated above, and shall be either Miami or Ocala formation but not both. The limerock shall be spread by mechanical rock spreaders equipped with a device which strikes off the limerock uniformly to laying thickness. For intersections, roadway widths less than twenty feet (20'), or where impractical to use a mechanical spreader, spreading may be done with bulldozers or blade graders.

- **Transporting Limerock**

- The limerock shall be transported to the point where it is to be used, over rock previously placed where practical and dumped on the end of the preceding spread. Hauling over the sub-grade will be permitted; when in the County's, or Engineer's opinion, the hauling will not damage the base.

- **Spreading Limerock**

- The limerock shall be spread uniformly, with equipment as previously specified. All segregated areas of fine or coarse rock shall be removed and replaced with properly graded rock.
- When the specified compacted thickness of the base is greater than six inches (6"), the base shall be constructed in two (2) courses. The thickness of the first course shall be half the total compacted thickness of the finished base or thick enough to bear the weight of construction equipment without disturbing the sub-grade.
- Limerock base for shoulder construction shall be placed before the final course of pavement for the traveled roadway. Any limerock placed on the surface course of the traveled roadway shall be immediately swept off. The placing of limerock for shoulder construction shall not damage or scar the surface course of the adjacent roadway for any reason. The Contractor shall be responsible for correcting any damage or scars caused by the improper placing of limerock at no additional cost to the County.

- **Compacting and Finishing Base**

- For single course base, after spreading is complete the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction.
- For double course base, the first course shall be cleaned of foreign materials, and bladed to a cross section approximately parallel to the finished base. Prior to placement of the second course, the first course shall be compacted as required by the project plans and density tests demonstrating compliance with compaction requirements shall be provided to the County, or Engineer. After spreading limerock for the second course, the surface shall be finished and shaped so as to produce the required grade and cross section after compaction. The second course shall be free of foreign material.
- When the material does not have the proper moisture content to ensure the required density, wetting or drying shall be required. When water is added, it shall be uniformly mixed in by disking to the full depth of the course which is being compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted.
- As soon as proper moisture conditions are attained, the limerock shall be compacted to one hundred percent (100%) of maximum density as determined by AASHTO T180. Limerock base for shoulder areas

shall be compacted to ninety eight percent (98%) density. Limerock for the travel way shall achieve a minimum LBR of one hundred (100). Limerock for shoulder base shall achieve an LBR of one hundred (100).

- A minimum of three (3) density tests shall be performed on each day's final compaction operation on each course and density tests shall be performed more frequently if deemed necessary by the County, or Engineer. During final compaction, operations, if blading is required to obtain the true cross section and true grade, the compacting operations for affected areas shall be completed prior to density testing on the finished base.
- **Correction of Defects**
 - If, at any time, the sub-grade becomes mixed with the limerock base, the Contractor shall remove the mixture, reshape, and compact the sub-grade, and replace the removed limerock which shall be reshaped and compacted according to the specifications above.
 - If cracks or checks appear in the base, either before or after priming, which would damage or impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by scarifying, reshaping, adding base material where necessary and compacting.
 - Where base construction cannot be accomplished with the use of standard compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers or other special equipment which achieves the density requirements.
- **Testing Surface**
 - The finished surface of the base course shall be checked with a templet cut to the required crown and with a fifteen foot (15') straight edge lay parallel to the centerline of the road. All irregularities greater than one quarter inch (1/4") shall be corrected by scarifying and removing or adding limerock as required, after which the entire area shall be compacted as specified before. Tests shall not be taken in small holes caused by small pieces of limerock having been pulled out by the grader.
- **Priming & Maintaining**
 - The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed ninety percent (90%) of the optimum moisture of the base material. At the time of prime coat application, the base shall be firm, unyielding, and in compliance with the project specifications so as to achieve the desired grade and cross slope.
 - The Contractor shall assure that the true crown and templet are maintained with no rutting or distortions and that the base meets all specifications at the time of surface course application.
- **Thickness Requirements**
 - Thickness of the base shall be measured at intervals of not more than two hundred feet (200'). Measurements shall be taken at various points on the cross section through holes a minimum of three inches (3") in diameter.
 - Where the compacted base is deficient by more than a half inch (1/2") from the thickness called for in the project plans, the Contractor shall scarify, place additional material one hundred feet (100') in each direction, and compact to the required thickness, slope, and density as specified.

XI. Prime & Tack Coats for Base Courses

The application of prime and tack coats shall be in accordance with Section 300 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

The work specified in this section consists of the application of bituminous prime coats on previously prepared bases and the application of bituminous tack coats on previously prepared asphalt bases, on existing pavement surfaces and between lifts of an asphaltic base course. All such work shall be accomplished in accordance with the above referenced specifications and in conformity with the lines, dimensions and notes shown in the project plans.

- **Tack Coats Required**
 - Tack coats shall be required on the following surfaces:
 - a. Between successive surface courses

- b. Between successive leveling courses
- c. Between the leveling and surface courses
- d. On old pavements to be patched, leveled or resurfaced

XII. Milling of Existing Asphalt Pavement

The milling of existing asphalt pavement shall be in accordance with Section 327 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

XIII. Type S Asphalt Concrete

Construction of the S-I asphaltic concrete structural course shall be in accordance with Sections 330 and 331 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

Construction of the S-III asphaltic concrete surface course shall be in accordance with Sections 330 and 331 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

All such work shall be accomplished in accordance with the above stated specifications and in conformity with the lines, dimensions, grades and notes shown on the project drawings.

XIV. Portland Cement Concrete

The use of Portland cement concrete shall be in accordance with Section 347 of the FDOT Supplemental Specifications for Road & Bridge Construction, most current edition.

The work included under this section consists of furnishing any and all materials, forms, transportation, equipment and performing all necessary labor to do all the plan and reinforced concrete work shown on the project drawings, or incidental to the proper execution of the work on any project. Delivery tickets for all materials shall be sent to the County Project Manager or Inspector electronically after placement has been performed.

• Strength Requirement

- Unless otherwise specified on the project drawings or herein, all concrete shall have a twenty eight (28) day minimum compressive strength requirement of three thousand (3,000) pounds per square inch.

• Cutting Concrete

- Concrete curb, curb and gutter, sidewalk, and driveway shall be removed to neatly sawed edges with saw cuts to a minimum depth of one and one half inches (1 ½").
- Concrete sidewalks or driveways to be removed shall be neatly sawed in straight lines parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than thirty inches (30") in either length or width. If the saw cut in sidewalk or driveway would fall within thirty inches (30") of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge.
- If a saw cut in concrete curb, curb and gutter, or pavement falls within three feet (3') of a construction joint, contraction joint, expansion joint, edge, or inlet top, the concrete shall be removed to the joint, edge, or inlet top.

XV. Drainage Structures

Except as may be otherwise specified on the project plans, or herein, all drainage structures shall be in accordance with Section 425 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, and the FDOT Design Standards, most current edition.

The work specified under this section shall include the furnishing of all labor, materials, and equipment necessary for the construction and installation of all manholes, inlets, catch basins, junction boxes, endwalls, and other such drainage structures called for on the project drawings.

XVI. Pipe Culverts & Storm Sewers

All reinforced concrete pipe (RCP), elliptical reinforced concrete pipe (ERCP), and corrugated metal pipe (CMP) shall be in accordance with Section 430 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, and the FDOT Design Standards, most current Edition. All RCP and ERCP shall be metal reinforced.

Standard concrete pipe shall meet the design requirements of Class III Wall B of ASTM C76. The process of manufacture and the details of the pipe design, including the strength of the concrete, will be inspected or checked at the County's option.

The work specified under this section consists of furnishing drainage pipe and mitered end sections, conforming to the above stated specifications, and of the particular types, sizes, and dimensions shown in the project plans. This work shall include the installation of the pipe and mitered end sections at the locations called for, in conformity with the lines and grades given, and the furnishing and construction of such joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the project as indicated on the project plans.

- **Filter Fabric Jacket**

- All elliptical and round concrete pipe joints (and lifting holes, if any) shall receive a filter fabric jacket in accordance with Index No 280 of the FDOT Design Standards, most current edition, and the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

XVII. Sidewalks & Driveways

Except as may be otherwise specified on the project plans, or herein, construction of concrete sidewalks and driveways shall be in accordance with Section 522 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, the FDOT Design Standards, most current edition, and the notes and details shown in the project drawings.

The work specified in this section consists of the construction of concrete sidewalk and driveways in accordance with the above stated specifications, and in conformity with the lines, grades, dimensions, and notes shown in the project plans.

Sidewalks – Unless otherwise noted in the project drawings, all concrete sidewalks shall be four (4) inches thick. Foundations for concrete sidewalk shall be graded so the top of the sidewalk is a minimum of six inches (6") above grade. Fill material shall be added, as needed, to slope from the top of sidewalk to existing grade. Where the project plans call for the removal and/or replacement of sidewalk, the sidewalk grades shall match the previous existing grade, except as may be directed by the County to do otherwise. In no cases shall there be a drop-off in excess of one inch (1") along the edge of the sidewalk measured from the top of the sidewalk to the top of sod.

Joints shall be in accordance with Index 310 of the FDOT Design Standards, most current edition.

The Contractor shall make provisions to protect curing concrete including, but not limited to from vandalism, and rain, the covering of concrete with burlap or - plastic sheeting and the placement of temporary fencing.

Driveways – Unless otherwise noted on the project drawings, all concrete driveways shall be six inches (6") thick. Layout and construction of driveway turnouts shall be in accordance with Index 515 of the FDOT Design Standards, most current edition. Foundations for concrete driveways shall be graded to meet the adjacent property at the right-of-way line or the proposed grades shown on the contract drawings.

XVIII. Concrete Ditch Pavement

Construction of concrete ditch pavement shall be in accordance with Section 524 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, Index 281 of the FDOT Design Standards, most current edition, and the notes and details shown on the project drawings.

The work specified in this section consists of the construction of concrete pavement in the flow channel of drainage ditches and on roadway slopes, in accordance with the above stated specifications and the lines, grades, and dimensions shown on the project drawings.

Unless otherwise noted on the project drawings, all concrete ditch pavement (including turndowns) shall be four inches (4") thick with 6x6/10/10 WWF.

Weepholes shall be constructed as shown on the project drawings.

XIV. Sodding

All non-paved, disturbed areas shall be sodded with Argentine Bahia type or like kind sod unless otherwise authorized by the County. Sodding shall be in accordance with Section 570 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

The work specified under this section shall include the furnishing of all labor, materials and equipment necessary to sod grass on slopes, shoulders and all other specified areas called for on the project drawings.

The sod shall be taken up in commercial-size rectangles, or rolls, preferably twelve inches by twenty four inches (12"x24") or larger, except where six inch (6") strip sodding is called for, or as rolled sod at least twelve inches (12") in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of one and one fourth inches (1-1/4") thick including a three quarter inch (3/4") thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable within a period of three months from installation.

The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be planted within forty eight (48) hours after being cut and kept moist from the time it is cut until it is planted. No sod which has been cut for more than forty eight (48) hours may be used unless specifically authorized by the County, or Engineer. A letter of certification from the turf Contractor as to when the sod was cut, and what type, shall be provided to the County, or Engineer upon delivery of the sod to the job site. The source of the sod may be inspected and approved by the County, or Engineer prior to being cut for use in the work.

XX. Seeding/Mulching

The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached stating the date of harvest, LOT number, percent purity, percent germination, noxious weed certification and date of test. Each of the species or varieties of seed shall be furnished and delivered in separate labeled bags. During handling and storing, the seed shall be cared for in such a manner that it will be protected from damage by heat, moisture, rodents and other causes. All permanent and temporary turf seed shall have been tested within a period of six months of the date of planting. All permanent and temporary turf seed shall have a minimum percent of purity and germination as follows:

1. All Bahia seed shall have a minimum pure live seed content of 95% with a minimum germination of 80%.
2. Bermuda seed shall be of common variety with a minimum pure live seed content of 95% with a minimum germination of 85%.
3. Annual Type Ryegrass seed shall have a minimum pure live seed content of 95% with a minimum germination of 90%.

XXI. Mulching

The mulch material shall be compost meeting the requirements of Section 987 of the FDOT Standard Specifications for Road & Bridge Construction, hardwood barks, shavings or chips; or inorganic mulch materials as approved by the Engineer; or hydraulically applied wood fiber mulch or bonded fiber matrix (BFM) for the establishment of turf material.

XXII. Highway Signing

Highway signing shall be in accordance with Section 700 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition with Supplemental Specifications and shall be constructed as shown on the project plans.

Highway signing shall also conform to the current edition, Manual of Uniform Traffic Control Devices, most current edition.

XXIII. Painted Traffic Stripes

The painting of temporary traffic stripes shall be in accordance with the Traffic Control Phasing Plans included within the project drawings. Temporary striping shall also be in accordance with Section 710 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

All yellow pigment used shall not contain any lead or chromium compounds.

XXIV. Thermoplastic Traffic Stripes & Markings

The application of new thermoplastic traffic stripes and markings, or refurbishment of existing thermoplastic traffic stripes and markings shall be in accordance with Section 711 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

- **Thermoplastic**
 - Use only thermoplastic materials listed on the Approve Products List (APL). The County or Engineer shall take random samples of all material in accordance with FDOT's Sampling, Testing & Reporting Guide Schedule.
 - a. **Initial or Recapped Stripes & Markings:** The Contractor shall use only materials meeting the requirements of Sections 971-1 and 971-5 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.
 - b. **Refurbishing Existing Stripes & Markings:** The Contractor shall use only materials meeting the requirements of Sections 971-1 and 971-5 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, or Section 971-6 when specified by the project plans.
 - c. **Preformed Stripes & Markings:** The Contractor shall use only materials meeting the requirements of Sections 971-1 and 971-7 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.
- **Glass Spheres**
 - The Contractor shall use only glass spheres listed on the Approve Product List (APL), meeting the requirements of Sections 971-1 and 971-2 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition. The County, or Engineer, shall take random samples of all glass spheres in accordance with ASTM D 1214 and the FDOT Sampling, Testing & Reporting Guide Schedule.
- **Sand**
 - The Contractor shall use only materials meeting the requirements of Section 971-5.4 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

SEALED BID MAILING LABEL

**Bid No. 18-14
COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed Bid"**

SEALED BID • DO NOT OPEN

**SEALED BID
NO.:**

Bid No. 18-14

BID TITLE:

**Countywide Roadway Drainage &
Infrastructure Maintenance**

**DUE
DATE/TIME:**

**Wednesday November 15, 2017
by 2:00 p.m.**

**SUBMITTED
BY:**

Company Name

Company Address

Company Address

DELIVER TO:

**St. Johns County Purchasing Dept.
Attn: David Klages
500 San Sebastian View St
St. Augustine FL 32084**



END OF BID DOCUMENT