

RESOLUTION NO. 2018 - 355

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-65 AND TO EXECUTE AN AGREEMENT FOR POST DISASTER SIGNALIZATION SERVICES.

RECITALS

WHEREAS, the County desires to enter into contract with American Lighting and Signalization, LLC to provide post disaster signalization services as needed in accordance with Bid No. 18-65; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, and equipment required in order to provide rapid emergency response repair(s) to and /or replacement of traffic signal systems throughout St. Johns County that may be damaged or destroyed by events resulting from a disaster, either natural or manmade, in accordance with Bid No. 18-65; and

WHEREAS, through the County's formal Bid process, American Lighting and Signalization, LLC was the only, responsive, responsible bidder; and

WHEREAS, the County Traffic Engineer of the Public Works Traffic Operations Division has reviewed the bid submitted by American Lighting and Signalization, LLC and has determined that it is acceptable based on the requirements set forth in the Invitation to Bid; and

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

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 18-65 to American Lighting and Signalization, LLC and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement 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 18-65.

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 11 day of October, 2018.

ATTEST: Hunter S. Conrad, Clerk

By: Ram Haltermann
Deputy Clerk



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

By: Henry Dean
Henry Dean, Chair

RENDITION DATE 10/18/18



**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR**
(2012 EDITION)
MASTER CONTRACT #: 18-MCC-AME-09782

This Contract Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20____, by and between **ST. JOHNS COUNTY, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **American Lighting and Signalization, LLC**, ("Contractor"), a company authorized to do business in the State of Florida, with offices located at 11639 Davis Creek Road East, Jacksonville, FL 32256; Phone: (904) 866-4300; Fax: (904) 886-4422; and Email: Pkaranis@asplundh.com; under seal for **Bid No: 18-65; Post Disaster Signalization Services**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

- 1.1.1** The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.
- 1.1.2** The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all Bid No: 18-65 documents together with all addenda thereto; (3) all Specifications; and (4) 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 three (3) calendar year.
- 1.2.2** The term of the Contract may be renewed for up to one (1) additional two (2) year period, 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: 18-65; Post Disaster Signalization Services. 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 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 completion of the Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars (\$200,000), without prior written authorization by the County Administrator or authorized designee.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

- 5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

5.2 Payment Procedure

- 5.2.1 The County shall pay the Project Price to the Contractor as provided below.
- 5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of ten percent (10%) will be

withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

- 5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

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

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

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

- 5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

- 5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

- 5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the County and all other Authorities having jurisdiction under Florida Laws or regulations.
- 5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Certificate of Substantial Completion, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

- 5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.
- 5.6.4 Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

6.1 Information, Services and Things Required from County

- 6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.
- 6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

- 6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.

6.3 County's Right to Perform Work

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

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

ARTICLE VII – THE CONTRACTOR

- 7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.
- 7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.
- 7.4 Warranty

7.4.1 The Contractor warrants to the County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.

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

7.6 Supervision

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

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

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

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

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

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

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

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

7.13 Safety

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

7.13.2 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

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

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

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

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

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

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

- 8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.
- 8.2 Claims by the Contractor
- 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.
- 8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.
- The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.
- 8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay

to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

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

8.3 Field Orders

- 8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

- 9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within seven (7) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.
- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the County by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

- 10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.
- 10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

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

10.3 Changes in the Project Price

- 10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor’s execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.
- 10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County

or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County's Certificate of Payment.

10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

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

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.

11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

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

11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final

Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

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

11.3 County May Accept Defective or Nonconforming Work

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

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

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

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

12.2 Termination by the County

12.2.1 For Convenience

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

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

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

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

- (b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:
 - (i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - (iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

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

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

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

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

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

- 13.1.1.1 The CONTRACTOR shall maintain 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 or securing, obtaining, acquiring and maintaining at the Contractor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.15. Completion of All Required Forms

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

17.16. No Third Party Beneficiaries

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

17.17. E-Verify

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

17.18. Survival.

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

Bid No: 18-65; Post Disaster Signalization Services

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

COUNTY

St. Johns County, FL (Seal)

By: _____
(Printed Name)

(Title of Signing Representative)

(Signature)

(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

American Lighting and Signalization, LLC (Seal)

By: _____
(Printed Name)

(Signature)

(Title of Signing Representative)

(Date of Execution)

**Bid No: 18-65; Post Disaster Signalization Services
MASTER CONTRACT #: 18-MCC-AME-09782**

**EXHIBIT "A"
PAY ITEMS UNIT PRICE LIST**

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#1	0101 1	MOBILIZATION	LS	\$ 10,000.00
#2	0102 1	MAINTENANCE OF TRAFFIC	DA	\$ 10,000.00
#3	0102 14	TRAFFIC CONTROL OFFICER	HR	\$ 100.00
#4	0102 60	WORK ZONE SIGN	ED	\$ 2.00
#5	0102 61	BUSINESS SIGN	EA	\$ 2.00
#6	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	\$ 30.00
#7	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	\$ 30.00
#8	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	\$ 50.00
#9	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	\$ 50.00
#10	0527 1	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	EA	\$ 20.00
#11	0555 1 1	DIRECTIONAL BORE, LESS THAN 6"	LF	\$ 30.00
#12	0555 1 2	DIRECTIONAL BORE, 6" TO < 12"	LF	\$ 40.00
#13	0630 1 11	CONDUIT - SIGNALS, FURNISH & INSTALL, ABOVEGROUND	LF	\$ 20.00
#14	0630 1 12	CONDUIT - SIGNALS, FURNISH & INSTALL, UNDERGROUND	LF	\$ 9.00
#15	0630 1 13	CONDUIT - SIGNALS, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	\$ 20.00

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#16	0630 1 14	CONDUIT, SIGNALS, F & I, UNDERGROUND -JACKED	LF	\$ 20.00
#17	0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	\$ 15,000.00
#18	0632 7 4	CABLE SIGNAL, ADJUST	PI	\$ 4,500.00
#19	0633 1111	SIGNALS FIBER OPTIC CABLE, F&I, OVERHEAD,2-12 FIBERS	LF	\$ 10.00
#20	0633 1112	SIGNALS FIBER OPTIC CABLE, F&I, OVERHEAD,13-48 FIBERS	LF	\$ 10.00
#21	0633 1410	SIGNALS FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	\$ 4.00
#22	0633 1420	SIGNALS FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	\$ 3.00
#23	0633 2 31	SIGNALS- FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	\$ 120.00
#24	0633 2 32	SIGNALS- FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	\$ 4.00
#25	0633111 1	CABLE FIBER OPTIC, F&I, 1- 25PR, AERIAL, SINGLE	LF	\$ 4.00
#26	0633111 3	CABLE FIBER OPTIC, F&I, 51-100PR, AERIAL, SINGLE MODE	LF	\$ 5.00
#27	0633121 1	CABLE - FIBER OPTIC, F&I, UNDERGROUND, SGL MODE, 1- 25 PR	LF	\$ 3.00
#28	0633121-2	CABLE - FIBER OPTIC, F&I, UNDERGROUND, SGL MODE, 26 - 50PR	LF	\$ 4.00
#29	0633122 1	CABLE - FIBER OPTIC, F&I, UNDERGROUND, MULTI MODE,1- 25 PR	LF	\$ 5.00
#30	0633122 3	CABLE - FIBER OPTIC, F&I, UNDERGROUND, MULTI MODE,51-100 PR	LF	\$ 6.00
#31	0633131 1	CABLE FIBER OPTIC, F&I, 1- 25 PR, DROP, SINGLE MODE	LF	\$ 4.00
#32	0633131 3	CABLE -FIBER OPTIC, F&I, DROP, SINGLE MODE, 51 - 100 PR	LF	\$ 6.00

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#33	0633132 1	CABLE -FIBER OPTIC, F&I, DROP, MULTI MODE, 1 - 25 PR	LF	\$ 4.00
#34	0633313 2	CABLE -FIBER OPTIC, INSTALL, AERIAL, COMPOSITE, 26 - 50 PR	LF	\$ 7.00
#35	0633421 1	CABLE - FIBER OPTIC, RELOCA, UNDERGROUND, SGL MODE, 1-25 PR	LF	\$ 3.00
#36	0633422 1	CABLE - FIBER OPTIC, RELOCA, UNDERGROUND, MULTI MODE, 1-25 PR	LF	\$ 3.00
#37	0633431 1	SIGNALS - FIBER OPTIC CABLE, RELOCA, DROP, SINGLE MODE,1-25 PR	LF	\$ 9.00
#38	0634 4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	\$ 1,500.00
#39	0634 4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	\$ 4,000.00
#40	0634 4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	\$ 2,000.00
#41	0634 4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	\$ 7,000.00
#42	0634 4341	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, PERPENDICULAR	PI	\$ 1,000.00
#43	0634 4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	\$ 1,000.00
#44	0634 4343	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, BOX SPANS	PI	\$ 1,500.00
#45	0634 4344	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, OTHER SPAN TYPE	PI	\$ 1,500.00
#46	0634 4351	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, PERPENDICULAR	PI	\$ 1,000.00
#47	0634 4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	\$ 1,500.00
#48	0634 4353	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, BOX SPANS	PI	\$ 3,000.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#49	0634 4354	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, OTHER SPAN TYPE	PI	\$ 3,000.00
#50	0634 4400	SPAN WIRE ASSEMBLY, ADJUST	PI	\$ 4,500.00
#51	0634 5 1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	\$ 50.00
#52	0634 6 1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	\$ 20.00
#53	0634 7	ADJUST CABLE- SPAN WIRE ASSEMBLY	EA	\$ 2,500.00
#54	0635 1 11	PULL & JUNCTION BOXES, F&I, PULL BOX	EA	\$ 200.00
#55	0635 1 12	PULL & JUNCTION BOXES, F&I, AERIAL	EA	\$ 100.00
#56	0635 1 13	PULL & JUNCTION BOXES, F&I, MOUNTED	EA	\$ 1,000.00
#57	0635 1 15	PULL & JUNCTION BOXES, F&I, FIBER OPTICS	EA	\$ 800.00
#58	0635 1 30	PULL & JUNCTION BOXES, INSTALL	EA	\$ 300.00
#59	0635 1 40	PULL & JUNCTION BOXES, RELOCATE	EA	\$ 300.00
#60	0639 1 12	SIGNALS, ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY CONTRACTOR	AS	\$ 500.00
#61	0639 1 13	SIGNALS, ELECTRICAL POWER SERVICE, OVERHEAD	AS	\$ 500.00
#62	0639 1 22	SIGNALS,ELECTRICAL POWER SERVICE,UNDERGROUND, PURCHASED BYCONTRACTOR FROM POWER COMPANY	AS	\$ 500.00
#63	0639 1 23	SIGNALS, ELECTRICAL POWER SERVICE,UNDERGROUND	AS	\$ 500.00
#64	0639 2 1	SIGNALS, ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	\$ 20.00
#65	0639 3 11	SIGNALS, ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	\$ 100.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#66	0639 3 12	SIGNALS, ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	\$ 100.00
#67	0641 1	STRAIN POLES GUYING, CONCRETE	EA	\$ 200.00
#68	0641 2 11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	\$ 500.00
#69	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	\$ 1,000.00
#70	0641 2 30	PRESTRESSED CONCRETE POLE, INSTALL	EA	\$ 8,000.00
#71	0641 14134	PREST CONC POLE, F&I - WITH FOUNDATION, TYPE N-V, 34'	EA	\$ 10,000.00
#72	0643 1	STRAIN POLES, GUYING, WOOD, GUYING	EA	\$ 250.00
#73	0643125	STRAIN POLE, WOOD, F&I, 25'	EA	\$ 500.00
#74	0643130	STRAIN POLES, WOOD, FURNISH & INSTALL, 30'	EA	\$ 500.00
#75	0643140	STRAIN POLE, WOOD, FURNISH & INSTALL, 40'	EA	\$ 500.00
#76	0643145	STRAIN POLES, WOOD, FURNISH & INSTALL, 45'	EA	\$ 500.00
#77	0643150	STRAIN POLE, WOOD, F&I, 50'	EA	\$ 500.00
#78	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	\$ 5,000.00
#79	0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	\$ 5,000.00
#80	0650 1 19	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS	\$ 5,000.00
#81	0653191	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 1 DIRECTION	AS	\$ 400.00
#82	0653192	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 2 DIRECTIONS	AS	\$ 600.00

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#83	0653193	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 3 DIRECTIONS	AS	\$ 1,200.00
#84	0653300	PEDESTRIAN SIGNAL , INSTALL ONLY	AS	\$ 200.00
#85	0653400	SIGNAL PEDESTRIAN, RELOCATE	AS	\$ 200.00
#86	0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	\$ 300.00
#87	0660 1110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	\$ 350.00
#88	0660 2101	LOOP ASSEMBLY- F&I, TYPE A	AS	\$ 450.00
#89	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	AS	\$ 350.00
#90	0660 2103	LOOP ASSEMBLY, F&I, TYPE C	AS	\$ 800.00
#91	0660 2106	LOOP ASSEMBLY, F&I, TYPE F	AS	\$ 550.00
#92	0663 74 15	VEHICLE DETECTOR ASSEMBLIES, F&I, VIDEO	EA	\$ 45,000.00
#93	0665 11	PEDESTRIAN DETECTOR, F&I, POLE OR CONTROLLER CABINET MOUNTED DETECTOR STATION & SIGN	EA	\$ 100.00
#94	0665 12	PEDESTRIAN DETECTOR, F&I, DETECTOR STATION WITH POST & SIGN	EA	\$ 500.00
#95	0665 30	PEDESTRIAN DETECTOR, INSTALL	EA	\$ 100.00
#96	0665 40	PEDESTRIAN DETECTOR, RELOCATE	EA	\$ 100.00
#97	0670 5110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	\$ 20,000.00
#98	0670 5310	TRAFFIC CONTROLLER ASSEMBLY, INSTALL, NEMA	AS	\$ 2,000.00
#99	0670 5410	TRAFFIC CONTROLLER ASSEMBLY, MODIFY, NEMA	AS	\$ 2,500.00

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#100	0671 2 11	TRAFFIC CONTROLLER WITHOUT CABINET, F&I IN EXISTING CABINET, NEMA	EA	\$ 4,000.00
#101	0671 2 41	TRAFFIC CONTROLLER, MODIFY, NEMA	EA	\$ 2,500.00
#102	0678 1103	CONTROLLER ACCESSORIES, F&I, TYPE 12CONFLICT MONITOR	EA	\$ 1,000.00
#103	0685106	SYSTEM AUXILIARIES, F&I, UNINTERRUPTIBLE POWER SOURCE	EA	\$ 4,500.00
#104	0690 10	SIGNAL HEAD TRAFFIC ASSEMBLY REMOVAL	EA	\$ 500.00
#105	0690 20	SIGNAL PEDESTRIAN ASSEMBLY REMOVAL	EA	\$ 50.00
#106	0690 31	SIGNAL PEDESTAL REMOVAL	EA	\$ 150.00
#107	0690 32 1	POLE REMOVAL, SHALLOW, DIRECT BURIAL	EA	\$ 2,000.00
#108	0690 32 2	POLE REMOVAL, SHALLOW, BOLT ON ATTACHMENT	EA	\$ 2,000.00
#109	0690 34 1	COMPLETE POLE REMOVAL- DEEP, DIRECT BURIAL	EA	\$ 3,500.00
#110	0690 34 2	COMPLETE POLE REMOVAL- DEEP, BOLT ON ATTACHMENT	EA	\$ 3,500.00
#111	0690 50	CONTROLLER ASSEMBLY, REMOVE, COMPLETE ASSEMBLY	EA	\$ 400.00
#112	0690 60	DETECTOR VEHICLE ASSEMBLY REMOVE	EA	\$ 200.00
#113	0690 70	DETECTOR PEDESTRIAN ASSEMBLY REMOVE	EA	\$ 40.00
#114	0690 80	SPAN WIRE ASSEMBLY, REMOVE	EA	\$ 2,500.00
#115	0690 90	CONDUIT & CABLING- WITHIN INTERSECTION, REMOVE	PI	\$ 2,500.00
#116	0690 91	SIGNAL INTERCONNECT CABLE REMOVE	LF	\$ 5.00

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#117	0690100	SIGNAL EQUIPMENT MISCELLANEOUS REMOVE	PI	\$ 2,500.00
#118	0700 20 11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	\$ 600.00
#119	0700 20 12	SINGLE POST SIGN, F&I, 12-20 SF	AS	\$ 2,000.00
#120	0700 20 31	SINGLE POST SIGN, INSTALL, LESS THAN 12 SF	AS	\$ 150.00
#121	0700 20 32	SINGLE POST SIGN, INSTALL, 12-20 SF	AS	\$ 1,000.00
#122	0700 20 40	SINGLE POST SIGN, RELOCATE	AS	\$ 1,000.00
#123	0700 20 60	SINGLE POST SIGN, REMOVE	AS	\$ 200.00
#124	0700 46 15	SIGN EXISTING- REMOVE, SPAN WIRE	AS	\$ 1,000.00
#125	0700 46 16	SIGN EXISTING- REMOVE, BRIDGE MOUNTED	AS	\$ 1,000.00
#126	0700 46 25	SIGN EXISTING- RELOCATE, SPAN WIRE	AS	\$ 500.00
#127	0700 46 26	SIGN EXISTING- RELOCATE, BRIDGE MOUNTED	AS	\$ 1,000.00
#128	0700 48 42	SIGN PANELS, RELOCATE, 101 - 200	EA	\$ 1,000.00
#129	0700 48 43	SIGN PANELS, RELOCATE, 201 - 300	EA	\$ 2,000.00
#130	0700 48 44	SIGN PANELS, RELOCATE, 301 - 400	EA	\$ 2,000.00
#131	0700 48 45	SIGN PANELS, RELOCATE, 401 - 500	EA	\$ 2,000.00
#132	0700 48 46	SIGN PANELS, RELOCATE, 501 - 600	EA	\$ 2,000.00
#133	0700 48 47	SIGN PANELS, RELOCATE, 601 OR GREATER	EA	\$ 3,000.00
#134	0700 48 48	SIGN PANELS RELOCATE, 15 OR <	EA	\$ 200.00

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#135	0700 48 49	SIGN PANELS RELOCATE, 16 - 100	EA	\$ 2,000.00
#136	0700 48 60	SIGN PANELS, REMOVE	EA	\$ 250.00
#137	0700 82	OVERHEAD SIGN, SPAN WIRE MOUNTED	AS	\$ 12,000.00
#138	0700 83	OVERHEAD SIGN, BRIDGE MOUNTED	AS	\$ 5,000.00
#139	0700 90 11	SIGN FLASHING BEACON, F&I GROUND MOUNT	AS	\$ 5,000.00
#140	0700 90 21	SIGN FLASHING BEACON, RELOCATE, GROUND MOUNT	AS	\$ 1,000.00
#141	0700 90 31	SIGN FLASHING BEACON, REMOVE, GROUND MOUNT	AS	\$ 500.00
#142	0700 90 32	SIGN FLASHING BEACON, REMOVE, OVERHEAD MOUNT	AS	\$ 500.00
#143	0700 90 34	SIGN FLASHING BEACON, REMOVE, SPAN WIRE	AS	\$ 1,000.00
#144	0715 1 11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	LF	\$ 5.00
#145	0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	\$ 5.00
#146	0715 1 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	LF	\$ 5.00
#147	0715 1 14	LIGHTING CONDUCTORS, F&I, INSULATED, NO 1 TO NO 0	LF	\$ 5.00
#148	0715 1 15	LIGHTING CONDUCTORS, F&I, NO.1/0 - 3/0 (0 to 000)	LF	\$ 5.00
#149	0715 1 16	LIGHTING CONDUCTORS, F&I, NO.4/0 (0000) OR LARGER	LF	\$ 8.00
#150	0715 1 50	LIGHTING CONDUCTORS, ADJUST/MODIFY	LF	\$ 5.00
#151	0715 1 60	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	LF	\$ 0.25

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#152	0715 2 11	LIGHTING - CONDUIT, F&I, UNDERGROUND	LF	\$ 8.00
#153	0715 2 12	LIGHTING - CONDUIT, F&I, UNDER EXISTING PAVEMENT SAWCUT	LF	\$ 20.00
#154	0715 2 13	LIGHTING CONDUIT, F&I, SURFACE MOUNT	LF	\$ 20.00
#155	0715 4121	LIGHTING FOR PEDESTRIAN BRIDGE, BARRIER WALL MOUNT FIXTURE, PROJECT 433511-2-52-01	EA	\$ 800.00
#156	0715 4300	LIGHT POLE COMPLETE, INSTALL	EA	\$ 2,000.00
#157	0715 4400	LIGHT POLE COMPLETE, RELOCATE	EA	\$ 2,000.00
#158	0715 4600	LIGHT POLE COMPLETE, REMOVE	EA	\$ 1,000.00
#159	0715 5 11	LUMINAIRE & BRACKET ARM, F&I, ALUMINUM	EA	\$ 1,000.00
#160	0715 5 12	LUMINAIRE & BRACKET ARM, F&I, GALVANIZED STEEL	EA	\$ 1,000.00
#161	0715 5 30	LUMINAIRE & BRACKET ARM, INSTALL	EA	\$ 300.00
#162	0715 5 50	LUMINAIRE & BRACKET ARM, REMOVE	EA	\$ 100.00
#163	0715 7 21	LOAD CENTER, REWORK, SECONDARY VOLTAGE	EA	\$ 2,500.00
#164	0715 7 31	LOAD CENTER, RELOCATE, SECONDARY VOLTAGE	EA	\$ 1,000.00
#165	0715 7 41	LOAD CENTER, REMOVE, SECONDARY VOLTAGE	EA	\$ 500.00
#166	0715 11111	LUMINAIRE, F&I, ROADWAY, COBRA HEAD	EA	\$ 1,300.00
#167	0715 11113	LUMINAIRE, F&I, ROADWAY, POLE TOP	EA	\$ 1,300.00
#168	0715 11114	LUMINAIRE, F&I, ROADWAY, SHOE BOX	EA	\$ 1,300.00

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#169	0715 11115	LUMINAIRE, F&I, ROADWAY, WALL MOUNT	EA	\$ 1,300.00
#170	0715 11116	LUMINAIRE, F&I, ROADWAY, PENDANT HUNG	EA	\$ 1,800.00
#171	0715 11125	LUMINAIRE, F&I, UNDER DECK, WALL MOUNT	EA	\$ 1,000.00
#172	0715 11126	LUMINAIRE, F&I, UNDER DECK, PENDANT HUNG	EA	\$ 1,600.00
#173	0715 11500	LUMINAIRE, REMOVE	EA	\$ 500.00
#174	0715 11600	LUMINAIRE, REPAIR & REINSTALL	EA	\$ 500.00
#175	0715 14 11	LIGHTING - PULL BOX, F&I, ROADSIDE-MOULDED	EA	\$ 200.00
#176	0715 14 12	LIGHTING - PULL BOX, F&I, SIDEWALK	EA	\$ 200.00
#177	0715 14 14	LIGHTING - PULL BOX, F&I, SURFACE MOUNT	EA	\$ 150.00
#178	0715 19 1	LIGHTING - SURGE PROTECTOR, POLE BASE	EA	\$ 500.00
#179	0715 26 1	QUICK DISCONNECT PLUG, SWITCH BOXING FOR SIGN	EA	\$ 350.00
#180	0715 36 12	LIGHT POLE, FRANGIBLE BASE, F&I, TRANSFORMER BASE	EA	\$ 600.00
#181	0715 36 14	LIGHT POLE, FRANGIBLE BASE, F&I, DOOR ASSEMBLY	EA	\$ 300.00
#182	0715 36 42	LIGHT POLE, FRANGIBLE BASE, REMOVE, TRANSFORMER BASE	EA	\$ 200.00

**Bid No: 18-65; Post Disaster Signalization Services
MASTER CONTRACT #: 18-MCC-AME-09782**

**EXHIBIT "B"
SCOPE OF WORK**

SECTION I – GENERAL REQUIREMENTS

1. Purpose

The purpose of this contract is to enable St. Johns County Traffic Division to provide rapid emergency response repair and/or replacement to traffic signal systems throughout St. Johns County that may be damaged or destroyed by events of a disaster, either natural or manmade. The contractor shall be required provide all labor, materials, equipment and any other resources necessary to restore or replace all traffic signals and/or signal systems to a pre-event condition. The services performed shall include services for events, either an officially declared State of Emergency or non-declared emergency.

2. Performance Period

An initial contract for the performance of the scope of services will be issued for a one (1) year period from the date of execution by St. Johns County. The contract issued shall contain provisions for four (4) one (1) year renewal options contingent upon satisfactory performance by the contractor and mutual agreement by both parties. Work will be issued on a Task Order by Task Order basis with each Task Order schedule being a stand-alone schedule.

No guarantee of minimum or maximum work per bid item is made by the County under contract(s) awarded under this bid.

3. Authorization & Implementation of Services

A. Officially Declared State of Emergency

When time permits, the contractor shall activate a "stand by" status upon notification by an authorized County representative of a declaration of a State of Emergency or major disaster warning. The Contractor shall be required to dedicate a minimum of three (3) fully equipped signal crews with each crew consisting of a minimum of two (2) men and equipment capable of the completing overhead, ground, and underground work. These crews are to be dedicated to signal restoration in St Johns County.

Upon notification of an "all-clear" status issued by local authorities, the County will provide the Contractor a priority list of signals/signal systems in need of services. The Contractor will submit a tabulation of quantities identifying the intersection, proposed work items with columns for unit description, contract unit price, estimated and final quantities and schedule for completion for each signal on the priority list.

A task order and the required bond form will be sent to the Contractor with reference to the official unit prices in the contract and limiting dollar amount for work to be completed by the Contractor. 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 act in the best interest of the County when assessing the selection, estimate and accuracy of final tabulation of materials and equipment that has been authorized for purchase and installation.

If repairs are of an unusual nature requiring over twenty-four (24) hours to complete, the Contractor will provide Temporary Equipment to place said signals in operation until permanent repairs are completed on the Owner's equipment.

Before restoration begins, a representative of the Contractor and an authorized County Representative shall initial each column of estimated quantities indicating that he or she has reviewed the estimated quantities and finds them to be reasonable for the proposed work.

After work is completed, the Contractor and an authorized County Representative shall initial the final quantities column indicating that final quantities shown are an accurate representation of materials and labor used to complete the work.

A description of completed work shall be logged in the traffic signal maintenance log in each controller cabinet.

The Contractor may submit an invoice for work that has been completed in conformance with the contract. Each invoice shall have an attached tabulation of quantities initialed by the Contractor and Traffic Representative.

When time does not permit, an authorized County representative shall notify the Contractor of the need for services in the event of an officially declared State of Emergency or major disaster. The County will provide the Contractor a priority list of damaged signals/signal systems and upon notification of an "all-clear" status issued by local authorities, the Contractor will assess the damage and submit an estimated tabulation of quantities identifying the intersection, proposed work items with columns for unit description, contract unit price, estimated and final quantities, and schedule for completion for each signal on the priority list.

Upon notification of an "all-clear" status issued by local authorities, the County will provide the Contractor a priority list of signals/signal systems in need of services. The Contractor will submit a tabulation of quantities identifying the intersection, proposed work items with columns for unit description, contract unit price, estimated and final quantities and schedule for completion for each signal on the priority list.

A task order and the required bond form will be sent to the Contractor with reference to the official unit prices in the contract and limiting dollar amount for work to be completed by the Contractor.

The Contractor shall act in the best interest of the County when assessing the selection, estimate and accuracy of final tabulation of materials and equipment that has been authorized for purchase and installation.

If repairs are of an unusual nature requiring over twenty-four (24) hours to complete, the Contractor will provide Temporary Equipment to place said signals in operation until permanent repairs are completed on the Owner's equipment.

Before restoration begins, a representative of the Contractor and an authorized County Representative shall initial each column of estimated quantities indicating that he or she has reviewed the estimated quantities and finds them to be reasonable for the proposed work.

After work is completed, the Contractor and an authorized County Representative shall initial the final quantities column indicating that final quantities shown are an accurate representation of materials and labor used to complete the work.

A description of completed work shall be logged in the traffic signal maintenance log in each controller cabinet.

The Contractor may submit an invoice for work that has been completed in conformance with the contract. Each invoice shall have an attached tabulation of quantities initialed by the Contractor and Traffic Representative.

B. Non-Declared Emergency

Emergency services shall go in effect when a non-declared emergency goes into effect by any Federal, State, or Local Emergency Management Office. Under the terms and conditions of the contract the Contractor must dedicate at least three (3) fully equipped signal crews with each crew consisting of a minimum of two (2) men and equipment capable of the completing overhead, ground, and underground work. These crews are to be dedicated to signal restoration in St Johns County.

The contractor shall be on "stand by" for an all clear notification by local officials and shall respond immediately

upon notification and direction by authorized County officials.

After an emergency warning is issued, a task order and the required bond form for post disaster services will be sent to the Contractor with reference to the official unit prices in the contract and limiting dollar amount for work to be completed by the Contractor.

After an all-clear is issued by local authorities, the County will provide the Contractor a priority list of signals for which the County needs post disaster services. The Contractor will submit a tabulation of quantities identifying the intersection, proposed work items with columns for unit description, contract unit price, estimated and final quantities and schedule for completion for each signal on the priority list.

The Contractor shall act in the best interest of the County when assessing the selection, estimate and accuracy of final tabulation of materials and equipment that has been authorized for purchase and installation.

If repairs are of an unusual nature requiring over twenty-four (24) hours to complete, the Contractor will provide Temporary Equipment "to place said signals in operation until permanent repairs are completed on the Owner's equipment.

Before restoration begins, a representative of the Contractor and an authorized County Representative shall initial each column of estimated quantities indicating that he or she has reviewed the estimated quantities and finds them to be reasonable for the proposed work.

After work is completed, the Contractor and an authorized County Representative shall initial the final quantities column indicating that final quantities shown are an accurate representation of materials and labor used to complete the work.

A description of completed work shall be logged in the traffic signal maintenance log in each controller cabinet.

The Contractor may submit an invoice for work that has been completed in conformance with the contract. Each invoice shall have an attached tabulation of quantities initialed by the Contractor and Traffic Representative.

4. Services To Be Provided by the Contractor

The signal repair/replacement services shall be performed by the Contractor directed by and in coordination with an authorized County representative as follows:

- Level 1 – The repairs/replacement will include returning the signalized intersection to a minimum of one functioning overhead signal per approach including removing signal debris from the intersection.
- Level 2 – The repairs/replacement will include returning the signalized intersection to pre-event conditions and functionality.

Provide maintenance of traffic per current FDOT Design Standards.

Provide a means to measure and certify all work to authorized County representative i.e. Date and time stamped digital photos (before and after) the work, daily logs, etc.

5. Services To Be Provided by the County

The County shall identify and prioritize the work and provide Contractor clear direction of the work to be performed.

The County shall inspect and accept all work. It shall be the contractor's responsibility to ensure acceptance by the County. Failure of the County to detect discrepancies and poor workmanship and materials shall not relieve the Contractor of the responsibility for completion of the work and successful operation as required. The Contractor shall warranty all work for a period of one (1) year for workmanship and for a period equal to the manufacturer's warranty period for materials or until such time as the repaired signal is replaced whichever is less.

6. Required Specifications and Standards

All work shall be in accordance with the latest applicable Florida Department of Transportation specifications as required by the pay item designation; the latest Roadway and Traffic Design Standards, and St. Johns County Land Development Code. Special St. Johns County specifications not found in the Land Development Code are included with this document. Please refer to the FDOT's Basis of Estimates Manual for additional item descriptions.

All materials shall be in accordance with the latest St. Johns County Standard Equipment List (**Exhibit "C"**) or approved equivalent or applicable Florida Department of Transportation specifications.

7. Project Billing

The Contractor may submit an invoice for work that has been completed and accepted by authorized County officials on a reasonable periodic basis. Each invoice shall have an attached tabulation of quantities initialed by the Contractor and an authorization County Representative of Pay Items, quantities, unit prices in accordance with the approved Unit Price List and dollar value extensions. The invoice shall be submitted to the Traffic Section and must be signed by authorized representatives of both the Contractor and St. Johns County.

8. Work Schedules & Maintenance of Traffic

Contractor shall schedule and stage the work to minimize impact on public safety and flows of traffic during the peak traffic periods as specified by the County. No lane closures shall be permitted without prior approval by St. Johns County.

The Contractor shall provide maintenance of traffic in accordance with latest FDOT Standards 600 Series for the project. Failure to comply with this requirement will result in complete shutdown by the County Traffic Operations Manager with no additional compensation to the contractor.

SECTION 2 – GOVERNING REGULATIONS

All services performed by the Contractor shall be in compliance with all applicable Manuals and Guidelines including St. Johns County, Florida Department of Transportation (FDOT) and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place at the date of advertisement of this contract. It shall be the Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. Services shall include preparation of all reports and/or documents necessary to complete the project/s as assigned.

1. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/July2018/Files/718eBook.pdf>
2. FHWA – 1273 Contract Provisions for Federal-Aid Construction Contracts (**Exhibit "D"**)
3. Davis Bacon Wage Decision FL 20120238 (**Exhibit "E"**)
4. St. Johns County Land Development Code <http://www.sjcfl.us/LongRangePlanning/LandDevCode.aspx>

Additionally, services performed under an officially declared State of Emergency or major disaster shall comply with all Local, State and Federal regulations governing emergency events. Regulations governing disaster recovery shall include but may not be limited to:

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act <https://www.fema.gov/media-library/assets/documents/15271>
2. State and Local laws, ordinances and procedures

In the event of conflict between governing regulations the more stringent regulation shall apply.

**Bid No: 18-65; Post Disaster Signalization Services
MASTER CONTRACT #: 18-MCC-AME-09782**

**EXHIBIT "C"
ST. JOHNS COUNTY STANDARD EQUIPMENT LIST**

Items used by SJC Traffic Operations	Manufacturer	Model #
Cabinet	Naztec	p-44 cabinet assembly
Cabinet Drawer w/ Ball Bearings	Naztec	
Controller	Naztec	980 series controller model : A0300-1 w/ ethernet
MMU (TSU 2)	Naztec	516L w/ ethernet
Conflict Monitor (TS1)	Peek	
Cabinet Power Supply	Naztec	TS2/CAB/PS
Ethernet Switch	ITS Express	ITS-8040
SFP for Multi Mode Fiber	ITS Express	
Load Switch	NEMA	meet NEMA spec (1 Load Switch for each Bay)
Flash Relay	NEMA	meet NEMA spec (include 5 with each new cabinet)
Pre-empt Panel 2 Channel minimum	Naztec	
16 Channel Detector Rack	Naztec	
2 channel Detector's	Naztec	722L Time Delay Detector (TS2) QTY: 12
16 Channel Loop Detector Panel	Naztec	16 SRA-6LC Surge Arrestors mounted on front of panel
4 channel PED Isolation Card	Naztec	

Items used by SJC Traffic Operations	Manufacturer	Model #
2 Channel Opticom Rack and Field panel	Opticom	
UPS	Alpha	FXM2000
Batteries for UPS (Must be in Separate Cabinet)	Alpha	220GXL QTY: 4
Battery Maintainer	Alpha	Alpha Guard Battery Charge Mgt. System
Generator Hook-up on side of cabinet	Naztec	
Luminaire Interface on Power Panel (Factory Installed)	Naztec	
Photo cell to control Luminaire (Factory Installed)	Naztec	
Radio / Antenna / wireless interconnect	Ubiquiti	
Signal Head		Meet FDOT SPEC
Ped Button	Pelco	
Ped Button Conformation type	Campbell	4ever-120 RND
Ped Indicator Count Down		Meet FDOT SPEC
Transformer Base	Pelco	
Brushed Aluminum Ped Pole 4.5" x 7'		
Pull Box Standard	quazite	13 x 24
Pull Box Fiber	quazite	24 x 36
School Timers	RTC	AP22

**Bid No: 18-65; Post Disaster Signalization Services
MASTER CONTRACT #: 18-MCC-AME-09782**

**EXHIBIT "D"
FHWA-1273**

CONTRACT PROVISIONS – FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans

with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to

referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract

performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The

failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of

Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with

the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes

waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages.

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs

which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the

contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued

payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to

include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for

submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the

wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract

Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. 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.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) 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 (1.) 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 (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in

paragraph (1.) through (4.) 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 (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of

compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other

needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever,

whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal

funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

10

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is

substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Bid No: 18-65; Post Disaster Signalization Services
MASTER CONTRACT #: 18-MCC-AME-09782

EXHIBIT "E"
DAVIS BACON WAGE DECISION FL20170001
(*current available edition shall be used at time of issued Task Orders)

General Decision Number: FL180232 01/05/2018 FL232

Superseded General Decision Number: FL20170232

State: Florida

Construction Types: Highway

County: St. Johns County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually.

Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/05/2018

* SUFL2013-050 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work.....	\$ 14.14	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 14.35	0.00
ELECTRICIAN.....	\$ 21.87	0.00
FENCE ERECTOR.....	\$ 11.41	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.37	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94	0.00

IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.77	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
	Rates	Fringes
LABORER (Traffic Control Specialist).....	\$ 10.94	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.61	0.00
LABORER: Common or General.....	\$ 10.29	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.04	0.00
LABORER: Flagger.....	\$ 12.02	0.00
LABORER: Grade Checker.....	\$ 13.64	0.00
LABORER: Landscape & Irrigation.....	\$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 14.42	0.00
OPERATOR: Auger.....	\$ 12.43	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.86	0.00
OPERATOR: Boom.....	\$ 16.50	0.00
OPERATOR: Boring Machine.....	\$ 17.18	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.60	0.00
OPERATOR: Bulldozer.....	\$ 15.76	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.57	0.00
OPERATOR: Concrete Saw.....	\$ 15.09	0.00
OPERATOR: Crane.....	\$ 20.62	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Distributor.....	\$ 15.01	0.00
OPERATOR: Drill.....	\$ 14.71	0.00

OPERATOR: Forklift.....	\$ 12.02	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.21	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 16.07	0.00
	Rates	Fringes
OPERATOR: Loader.....	\$ 14.07	0.00
OPERATOR: Mechanic.....	\$ 18.20	0.00
OPERATOR: Milling Machine.....	\$ 15.27	0.00
OPERATOR: Oiler.....	\$ 14.92	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.32	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 12.61	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.97	0.00
OPERATOR: Tractor.....	\$ 12.91	0.00
OPERATOR: Trencher.....	\$ 20.17	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 16.36	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.47	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.85	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 13.70	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.23	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

September 12, 2018

RE: Bid No: 18-65; Post Disaster Signalization Services

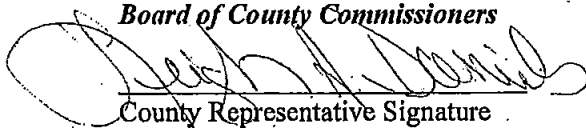
Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to American Lighting and Signalization, LLC as the lowest responsive, responsible bidder for Bid No: 18-65; Post Disaster Signalization Services. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 9:00 AM, Monday, September 17, 2018.

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

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

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at dfye@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 9/12/18

Leigh Daniels, CPPB
Procurement Supervisor/Acting Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**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: Hank Mein, Signal System Network Supervisor
Rodney Cooper, County Traffic Engineer

FROM: Diana M. Fye, AS, CPPB, Procurement Coordinator

SUBJECT: Bid # 18-65; Post Disaster Signalization Services

DATE: September 5, 2018

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.

Dept. Approval Rodney Cooper

Date 9-7-2018

Budget Amount \$345,000

Account Funding Title Traffic Signal Maintenance

Funding Charge Code 1125-54605

Award to American Lighting Signalization, LLC

Award Amount \$ 298,408²⁵

ST. JOHNS COUNTY BID TABULATION

BID TITLE POST DISASTER SIGNALIZATION SERVICES

BID NUMBER 18-65

OPENING DATE/TIME September 5, 2018 2:00 PM

POSTING DATE/TIME 09/05/18 3:00 PM

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

OPENED BY
TABULATED BY
VERIFIED BY

DIANA M. FYE
DAVID PYLE
[Signature]

PAGE (S) 1 of 1

BIDDERS	TOTAL UNIT PRICE	BID BOND	Addendum I				
American Lighting and Signalization, LLC	\$298,408.25	Yes	Yes				

BID AWARD DATE - _____

BID NO: 18-65

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: POST DISASTER SIGNALIZATION SERVICES

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

DATE SUBMITTED: 09/05/2018

BID PROPOSAL OF

American Lighting and Signalization, LLC

Full Legal Company Name

11639 Davis Creek Rd East, Jacksonville, FL 32256 904-866-4300 904-886-4422
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-65 Post Disaster Signalization Services 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 to submit the following Bid Proposal summarized as follows:

TOTAL UNIT PRICE BID: (As per plans and specifications)

\$ 298,408.25

Total Unit Price Bid (Numerical)

(Enter Total Unit Price from the "Unit Price List" table provided below)

Two hundred ninety eight thousand four hundred eight & twenty five cents /100 Dollars

Total Unit Price Lump Sum Bid Price (Amount written or typed in words)

Bidder shall insert the Total Unit Price Bid in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

PAY ITEMS UNIT PRICE LIST: Each Bidder shall complete and submit Unit Prices for each pay item listed in the table provided below. Pay Items are based on the Basis of Estimates (BOE) List from Florida Department of Transportation (FDOT) as of July 2, 2018.

All proposed Unit Prices shall include all labor, materials, equipment, transportation, insurance, bonds, direct costs and any other items necessary to complete the required services.

In the event of a conflict between Item Number and Description, the FDOT BOE manual shall take precedence.

Any materials or equipment furnished by the County shall be replaced by the Contractor within four (4) months of final acceptance of the project.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

BID 18-67

PAY ITEMS UNIT PRICE LIST

Company Name: American Lighting and Signalization, LLC

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#1	0101 1	MOBILIZATION	LS	10,000.00
#2	0102 1	MAINTENANCE OF TRAFFIC	DA	10,000.00
#3	0102 14	TRAFFIC CONTROL OFFICER	HR	100.00
#4	0102 60	WORK ZONE SIGN	ED	2.00
#5	0102 61	BUSINESS SIGN	EA	2.00
#6	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	30.00
#7	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	30.00
#8	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	50.00
#9	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	50.00
#10	0527 1	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	BA	20.00
#11	0555 1 1	DIRECTIONAL BORE, LESS THAN 6"	LF	30.00
#12	0555 1 2	DIRECTIONAL BORE, 6" TO < 12"	LF	40.00
#13	0630 1 11	CONDUIT - SIGNALS, FURNISH & INSTALL, ABOVEGROUND	LF	20.00
#14	0630 1 12	CONDUIT - SIGNALS, FURNISH & INSTALL, UNDERGROUND	LF	9.00
#15	0630 1 13	CONDUIT - SIGNALS, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	20.00
#16	0630 1 14	CONDUIT, SIGNALS, F & I, UNDERGROUND -JACKED	LF	20.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#17	0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	15,000.00
#18	0632 7 4	CABLE SIGNAL, ADJUST	PI	4,500.00
#19	0633 1111	SIGNALS FIBER OPTIC CABLE, F&I, OVERHEAD, 2-12 FIBERS	LF	10.00
#20	0633 1112	SIGNALS FIBER OPTIC CABLE, F&I, OVERHEAD, 13-48 FIBERS	LF	10.00
#21	0633 1410	SIGNALS FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	4.00
#22	0633 1420	SIGNALS FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	3.00
#23	0633 2 31	SIGNALS- FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	120.00
#24	0633 2 32	SIGNALS- FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	4.00
#25	0633111 1	CABLE FIBER OPTIC, F&I, 1- 25PR, AERIAL, SINGLE	LF	4.00
#26	0633111 3	CABLE FIBER OPTIC, F&I, 51-100PR, AERIAL, SINGLE MODE	LF	5.00
#27	0633121 1	CABLE - FIBER OPTIC, F&I, UNDERGROUND, SGL MODE, 1- 25 PR	LF	3.00
#28	0633121 2	CABLE - FIBER OPTIC, F&I, UNDERGROUND, SGL MODE, 26 - 50PR	LF	4.00
#29	0633122 1	CABLE - FIBER OPTIC, F&I, UNDERGROUND, MULTI MODE, 1- 25 PR	LF	5.00
#30	0633122 3	CABLE - FIBER OPTIC, F&I, UNDERGROUND, MULTI MODE, 51-100 PR	LF	6.00
#31	0633131 1	CABLE FIBER OPTIC, F&I, 1- 25 PR, DROP, SINGLE MODE	LF	4.00
#32	0633131 3	CABLE -FIBER OPTIC, F&I, DROP, SINGLE MODE, 51 - 100 PR	LF	6.00
#33	0633132 1	CABLE -FIBER OPTIC, F&I, DROP, MULTI MODE, 1 - 25 PR	LF	4.00
#34	0633132 2	CABLE -FIBER OPTIC, INSTALL, AERIAL, COMPOSITE, 26 - 50 PR	LF	7.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#35	0633421 1	CABLE - FIBER OPTIC, RELOCA, UNDERGROUND, SGL MODE, 1-25 PR	LF	3.00
#36	0633422 1	CABLE - FIBER OPTIC, RELOCA, UNDERGROUND, MULTI MODE, 1-25 PR	LF	3.00
#37	0633431 1	SIGNALS - FIBER OPTIC CABLE, RELOCA, DROP, SINGLE MODE, 1-25 PR	LF	9.00
#38	0634 4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	1,500.00
#39	0634 4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	4,000.00
#40	0634 4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	2,000.00
#41	0634 4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	7,000.00
#42	0634 4341	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, PERPENDICULAR	PI	1,000.00
#43	0634 4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	1,000.00
#44	0634 4343	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, BOX SPANS	PI	1,500.00
#45	0634 4344	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, OTHER SPAN TYPE	PI	1,500.00
#46	0634 4351	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, PERPENDICULAR	PI	1,000.00
#47	0634 4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	1,500.00
#48	0634 4353	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, BOX SPANS	PI	3,000.00
#49	0634 4354	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, OTHER SPAN TYPE	PI	3,000.00
#50	0634 4400	SPAN WIRE ASSEMBLY, ADJUST	PI	4,500.00
#51	0634 5 1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	50.00
#52	0634 6 1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	20.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#53	0634 7	ADJUST CABLE- SPAN WIRE ASSEMBLY	EA	2,500.00
#54	0635 1 11	PULL & JUNCTION BOXES, F&I, PULL BOX	EA	200.00
#55	0635 1 12	PULL & JUNCTION BOXES, F&I, AERIAL	EA	100.00
#56	0635 1 13	PULL & JUNCTION BOXES, F&I, MOUNTED	EA	1,000.00
#57	0635 1 15	PULL & JUNCTION BOXES, F&I, FIBER OPTICS	EA	800.00
#58	0635 1 30	PULL & JUNCTION BOXES, INSTALL	EA	300.00
#59	0635 1 40	PULL & JUNCTION BOXES, RELOCATE	EA	300.00
#60	0639 1 12	SIGNALS, ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY CONTRACTOR	AS	500.00
#61	0639 1 13	SIGNALS, ELECTRICAL POWER SERVICE, OVERHEAD	AS	500.00
#62	0639 1 22	SIGNALS, ELECTRICAL POWER SERVICE, UNDERGROUND, PURCHASED BY CONTRACTOR FROM POWER COMPANY	AS	500.00
#63	0639 1 23	SIGNALS, ELECTRICAL POWER SERVICE, UNDERGROUND	AS	500.00
#64	0639 2 1	SIGNALS, ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	20.00
#65	0639 3 11	SIGNALS, ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	100.00
#66	0639 3 12	SIGNALS, ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	100.00
#67	0641 1	STRAIN POLES GUYING, CONCRETE	EA	200.00
#68	0641 2 11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	500.00
#69	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	1,000.00
#70	0641 2 30	PRESTRESSED CONCRETE POLE, INSTALL	EA	8,000.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#71	0641 14134	PREST CONC POLE, F&I - WITH FOUNDATION, TYPE N-V, 34'	EA	10,000.00
#72	0643 1	STRAIN POLES, GUYING, WOOD, GUYING	EA	250.00
#73	0643125	STRAIN POLE, WOOD, F&I, 25'	EA	500.00
#74	0643130	STRAIN POLES, WOOD, FURNISH & INSTALL, 30'	EA	500.00
#75	0643140	STRAIN POLE, WOOD, FURNISH & INSTALL, 40'	EA	500.00
#76	0643145	STRAIN POLES, WOOD, FURNISH & INSTALL, 45'	EA	500.00
#77	0643150	STRAIN POLE, WOOD, F&I, 50'	EA	500.00
#78	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	5,000.00
#79	0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	5,000.00
#80	0650 1 19	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS	5,000.00
#81	0653191	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 1 DIRECTION	AS	400.00
#82	0653192	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 2 DIRECTIONS	AS	600.00
#83	0653193	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 3 DIRECTIONS	AS	1,200.00
#84	0653300	PEDESTRIAN SIGNAL, INSTALL ONLY	AS	200.00
#85	0653400	SIGNAL PEDESTRIAN, RELOCATE	AS	200.00
#86	0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	300.00
#87	0660 1110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	350.00
#88	0660 2101	LOOP ASSEMBLY- F&I, TYPE A	AS	450.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#89	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	AS	350.00
#90	0660 2103	LOOP ASSEMBLY, F&I, TYPE C	AS	800.00
#91	0660 2106	LOOP ASSEMBLY, F&I, TYPE F	AS	550.00
#92	0663 74 15	VEHICLE DETECTOR ASSEMBLIES, F&I, VIDEO	EA	45,000.00
#93	0665 11	PEDESTRIAN DETECTOR, F&I, POLE OR CONTROLLER CABINET MOUNTED DETECTOR STATION & SIGN	EA	100.00
#94	0665 12	PEDESTRIAN DETECTOR, F&I, DETECTOR STATION WITH POST & SIGN	EA	500.00
#95	0665 30	PEDESTRIAN DETECTOR, INSTALL	EA	100.00
#96	0665 40	PEDESTRIAN DETECTOR, RELOCATE	EA	100.00
#97	0670 5110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	20,000.00
#98	0670 5310	TRAFFIC CONTROLLER ASSEMBLY, INSTALL, NEMA	AS	2,000.00
#99	0670 5410	TRAFFIC CONTROLLER ASSEMBLY, MODIFY, NEMA	AS	2,500.00
#100	0671 2 11	TRAFFIC CONTROLLER WITHOUT CABINET, F&I IN EXISTING CABINET, NEMA	EA	4,000.00
#101	0671 2 41	TRAFFIC CONTROLLER, MODIFY, NEMA	EA	2,500.00
#102	0678 1103	CONTROLLER ACCESSORIES, F&I, TYPE 12 CONFLICT MONITOR	EA	1,000.00
#103	0685106	SYSTEM AUXILIARIES, F&I, UNINTERRUPTIBLE POWER SOURCE	EA	4,500.00
#104	0690 10	SIGNAL HEAD TRAFFIC ASSEMBLY REMOVAL	EA	500.00
#105	0690 20	SIGNAL PEDESTRIAN ASSEMBLY REMOVAL	EA	50.00
#106	0690 31	SIGNAL PEDESTAL REMOVAL	EA	150.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#107	0690 32 1	POLE REMOVAL, SHALLOW, DIRECT BURIAL	EA	2,000.00
#108	0690 32 2	POLE REMOVAL, SHALLOW, BOLT ON ATTACHMENT	EA	2,000.00
#109	0690 34 1	COMPLETE POLE REMOVAL- DEEP, DIRECT BURIAL	EA	3,500.00
#110	0690 34 2	COMPLETE POLE REMOVAL- DEEP, BOLT ON ATTACHMENT	EA	3,500.00
#111	0690 50	CONTROLLER ASSEMBLY, REMOVE, COMPLETE ASSEMBLY	EA	400.00
#112	0690 60	DETECTOR VEHICLE ASSEMBLY REMOVE	EA	200.00
#113	0690 70	DETECTOR PEDESTRIAN ASSEMBLY REMOVE	EA	40.00
#114	0690 80	SPAN WIRE ASSEMBLY, REMOVE	EA	2,500.00
#115	0690 90	CONDUIT & CABLING- WITHIN INTERSECTION, REMOVE	PI	2,500.00
#116	0690 91	SIGNAL INTERCONNECT CABLE REMOVE	LF	5.00
#117	0690100	SIGNAL EQUIPMENT MISCELLANEOUS REMOVE	PI	2,500.00
#118	0700 20 11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	600.00
#119	0700 20 12	SINGLE POST SIGN, F&I, 12-20 SF	AS	2,000.00
#120	0700 20 31	SINGLE POST SIGN, INSTALL, LESS THAN 12 SF	AS	150.00
#121	0700 20 32	SINGLE POST SIGN, INSTALL, 12-20 SF	AS	1,000.00
#122	0700 20 40	SINGLE POST SIGN, RELOCATE	AS	1,000.00
#123	0700 20 60	SINGLE POST SIGN, REMOVE	AS	200.00
#124	0700 46 15	SIGN EXISTING- REMOVE, SPAN WIRE	AS	1,000.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#125	0700 46 16	SIGN EXISTING- REMOVE, BRIDGE MOUNTED	AS	1,000.00
#126	0700 46 25	SIGN EXISTING- RELOCATE, SPAN WIRE	AS	500.00
#127	0700 46 26	SIGN EXISTING- RELOCATE, BRIDGE MOUNTED	AS	1,000.00
#128	0700 48 42	SIGN PANELS, RELOCATE, 101 - 200	EA	1,000.00
#129	0700 48 43	SIGN PANELS, RELOCATE, 201 - 300	EA	2,000.00
#130	0700 48 44	SIGN PANELS, RELOCATE, 301 - 400	EA	2,000.00
#131	0700 48 45	SIGN PANELS, RELOCATE, 401 - 500	EA	2,000.00
#132	0700 48 46	SIGN PANELS, RELOCATE, 501 - 600	EA	2,000.00
#133	0700 48 47	SIGN PANELS, RELOCATE, 601 OR GREATER	EA	3,000.00
#134	0700 48 48	SIGN PANELS RELOCATE, 15 OR <	EA	200.00
#135	0700 48 49	SIGN PANELS RELOCATE, 16 - 100	EA	2,000.00
#136	0700 48 60	SIGN PANELS, REMOVE	EA	250.00
#137	0700 82	OVERHEAD SIGN, SPAN WIRE MOUNTED	AS	12,000.00
#138	0700 83	OVERHEAD SIGN, BRIDGE MOUNTED	AS	5,000.00
#139	0700 90 11	SIGN FLASHING BEACON, F&I GROUND MOUNT	AS	5,000.00
#140	0700 90 21	SIGN FLASHING BEACON, RELOCATE, GROUND MOUNT	AS	1,000.00
#141	0700 90 31	SIGN FLASHING BEACON, REMOVE, GROUND MOUNT	AS	500.00
#142	0700 90 32	SIGN FLASHING BEACON, REMOVE, OVERHEAD MOUNT	AS	500.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#143	0700 90 34	SIGN FLASHING BEACON, REMOVE, SPAN WIRE	AS	1,000.00
#144	0715 1 11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	LF	5.00
#145	0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LF	5.00
#146	0715 1 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	LF	5.00
#147	0715 1 14	LIGHTING CONDUCTORS, F&I, INSULATED, NO 1 TO NO 0	LF	5.00
#148	0715 1 15	LIGHTING CONDUCTORS, F&I, NO. 1/0 - 3/0 (0 to 000)	LF	5.00
#149	0715 1 16	LIGHTING CONDUCTORS, F&I, NO. 4/0 (0000) OR LARGER	LF	8.00
#150	0715 1 50	LIGHTING CONDUCTORS, ADJUST/MODIFY	LF	5.00
#151	0715 1 60	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	LF	0.25
#152	0715 2 11	LIGHTING - CONDUIT, F&I, UNDERGROUND	LF	8.00
#153	0715 2 12	LIGHTING - CONDUIT, F&I, UNDER EXISTING PAVEMENT SAWCUT	LF	20.00
#154	0715 2 13	LIGHTING CONDUIT, F&I, SURFACE MOUNT	LF	20.00
#155	0715 4121	LIGHTING FOR PEDESTRIAN BRIDGE, BARRIER WALL MOUNT FIXTURE, PROJECT 433511-2-52-01	EA	800.00
#156	0715 4300	LIGHT POLE COMPLETE, INSTALL	EA	2,000.00
#157	0715 4400	LIGHT POLE COMPLETE, RELOCATE	EA	2,000.00
#158	0715 4600	LIGHT POLE COMPLETE, REMOVE	EA	1,000.00
#159	0715 5 11	LUMINAIRE & BRACKET ARM, F&I, ALUMINUM	EA	1,000.00
#160	0715 5 12	LUMINAIRE & BRACKET ARM, F&I, GALVANIZED STEEL	EA	1,000.00

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#161	0715 5 30	LUMINAIRE & BRACKET ARM, INSTALL	EA	300.00
#162	0715 5 50	LUMINAIRE & BRACKET ARM, REMOVE	EA	100.00
#163	0715 7 21	LOAD CENTER, REWORK, SECONDARY VOLTAGE	EA	2,500.00
#164	0715 7 31	LOAD CENTER, RELOCATE, SECONDARY VOLTAGE	EA	1,000.00
#165	0715 7 41	LOAD CENTER, REMOVE, SECONDARY VOLTAGE	EA	500.00
#166	0715 11111	LUMINAIRE, F&I, ROADWAY, COBRA HEAD	EA	1,300.00
#167	0715 11113	LUMINAIRE, F&I, ROADWAY, POLE TOP	EA	1,300.00
#168	0715 11114	LUMINAIRE, F&I, ROADWAY, SHOE BOX	EA	1,300.00
#169	0715 11115	LUMINAIRE, F&I, ROADWAY, WALL MOUNT	EA	1,300.00
#170	0715 11116	LUMINAIRE, F&I, ROADWAY, PENDANT HUNG	EA	1,800.00
#171	0715 11125	LUMINAIRE, F&I, UNDER DECK, WALL MOUNT	EA	1,000.00
#172	0715 11126	LUMINAIRE, F&I, UNDER DECK, PENDANT HUNG	EA	1,600.00
#173	0715 11500	LUMINAIRE, REMOVE	EA	500.00
#174	0715 11600	LUMINAIRE, REPAIR & REINSTALL	EA	500.00
#175	0715 14 11	LIGHTING - PULL BOX, F&I, ROADSIDE-MOULDED	EA	200.00
#176	0715 14 12	LIGHTING - PULL BOX, F&I, SIDEWALK	EA	200.00
#177	0715 14 14	LIGHTING - PULL BOX, F&I, SURFACE MOUNT	EA	150.00
#178	0715 19 1	LIGHTING - SURGE PROTECTOR, POLE BASE	EA	500.00

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#179	0715 26 1	QUICK DISCONNECT PLUG, SWITCH BOXING FOR SIGN	EA	350.00
#180	0715 36 12	LIGHT POLE, FRANGIBLE BASE, F&I, TRANSFORMER BASE	EA	600.00
#181	0715 36 14	LIGHT POLE, FRANGIBLE BASE, F&I, DOOR ASSEMBLY	EA	300.00
#182	0715 36 42	LIGHT POLE, FRANGIBLE BASE, REMOVE, TRANSFORMER BASE	EA	200.00
TOTAL UNIT PRICE				298,408.25

NOTE:

1. Pay Items based on Basis of Estimates from Florida Dept. of Transportation as of July 2, 2018.
2. All proposed Unit Prices shall include all labor, materials, equipment, transportation, insurance, bonds, direct costs and any other items necessary to complete the required services.
3. In the event of a conflict between Item Number and Description, the FDOT BOE manual shall take precedence.
4. Any materials or equipment furnished by the County shall be replaced by the Contractor within four (4) months of final acceptance of the project.

BID NO: 18-65

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

No.: 1 Date Received: 8.24.2018

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 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 Owner, 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 Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total Unit Price Lump Sum Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within 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.

BID NO: 18-65

CORPORATE/COMPANY

Full Legal Company Name: American Lighting and Signalization, LLC (Seal)

By: [Signature] James R. Hardiman / Senior Vice President
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 11639 Davis Creek Rd East, Jacksonville FL 32256

Telephone No.: (904) 886-4300

Fax No.: (904) 886-4422

Email Address for Authorized Company Representative: Pkaraganis@asplundh.com

Federal I.D. Tax Number: 59-2554039

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 Unit Price Bid Form
- Attachment "A" – St Johns County Board of County Commissioners Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License / Certification List
- Attachment "D" – List of Proposed Sub-Contractors/Suppliers
- Attachment "E" – Conflict of Interest Disclosure Form
- Attachment "F" – Drug-Free Workplace Form
- Attachment "G" – Proof of Insurance
- Attachment "H" – Experience of Bidder Form
- Attachment "I" – Claims, Liens, Litigation History
- "J" – Certificate of Compliance with Florida Trench Safety Act
- "K" – Public Entity Crimes Statement
- "L" – Debarment, Suspension, Ineligibility, Voluntary Exclusion Form
- "M" – Certification for Disclosure of Lobbying Activities
- "N" – Certification of Compliance with Federal Labor Standards Provisions
- Bid Bond Form
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" and Bid Bond 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.

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

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 James R. Hardiman who being duly sworn, deposes and says he is Senior Vice President (Title) of the firm of American Lighting and Signalization, LLC Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-65; Post Disaster Signalization Services, 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.

American Lighting and Signalization, LLC
(Bidder)

By: James R. Hardiman
Senior Vice President
(Title)

Sworn and subscribed to me this 4 day
of September 20 18.

Notary Public

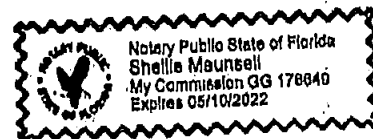
Signature

Printed

My commission Expires:

5/10/22

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



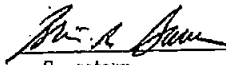
BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Brian R. Bauer, 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 Senior Vice President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.


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)

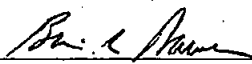
BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Brian R. Bauer, 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 Senior Vice President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.



Secretary

Corporate Seal



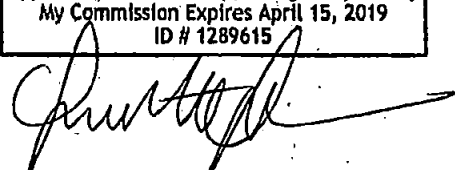
(STATE OF ~~FLORIDA~~ Pennsylvania)
(COUNTY OF ~~ST. JOHNS~~ Montgomery)

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 Brian R. Bauer 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 10th day of September, 2018, A.D.

NOTARY PUBLIC
State of ~~Florida~~ Pennsylvania
My Commission Expires: 4/15/19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LAURA ANN LOCKYER, Notary Public
Upper Merland Township, Montgomery County
My Commission Expires April 15, 2019
ID # 1289615



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

ST. JOHNS COUNTY
SEP 11 '18
PURCHASING

POST DISASTER SIGNALIZATION SERVICES

LICENSE / CERTIFICATION LIST

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

[illegible]

POST DISASTER SIGNALIZATION SERVICES

LIST OF PROPOSED SUBCONTRACTORS/SUPPLIER LIST

[illegible]

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 18-65; Post Disaster Signalization Services

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.

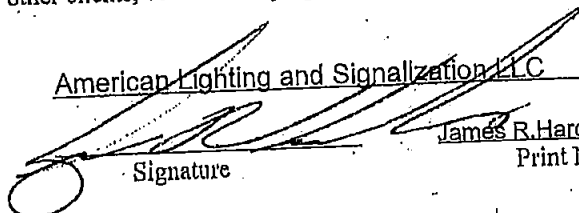


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

American Lighting and Signalization LLC

Authorized Representative(s) :



Signature

James R. Hardiman/Senior Vice President

Print Name/Title

Signature

Print Name/Title

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

St. Johns County Board of County Commissioners

ATTACHMENT "F"

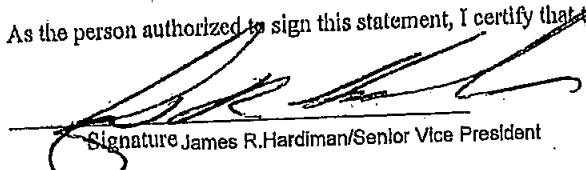
DRUG-FREE WORKPLACE FORM

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

American Lighting and Signalization, LLC does:
Name of Firm

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

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


Signature James R. Hardiman/Senior Vice President

08/24/2018

Date

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "G"

CERTIFICATE OF INSURANCE

(Attach or insert copy here)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place, Suite 1000
Philadelphia, PA 19103

Aon Risk Services Central, Inc.
4 Overlook Point
Lincolnshire, IL 60069

CONTACT
NAME:
PHONE
(A/C No. Ext): 215-255-2000
FAX
(A/C No.):
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Greenwich Insurance Company

22322

INSURER B: XL Insurance America, Inc.

24554

INSURER C: XL Catlin Lloyd's Syndicate XLC 2003

INSURER D:

INSURER E:

INSURER F:

INSURED
American Lighting and Signalization, LLC
703 Blair Mill Road
Willow Grove, PA 19080

COVERAGES

CERTIFICATE NUMBER: 2145040552

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		RGD300136201	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ \$10,000 Med Pay		RAD943783701 (AOS) RAD943786801 (VI)	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Each accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		GSUSA1801704	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	RWD300135801 (AOS) RWR300135801	8/1/2018	8/1/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached Additional Remarks Schedule

CERTIFICATE HOLDER

St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: _____

LOC #: _____

2145040552

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED American Lighting and Signalization, LLC 708 Blair Mill Road Willow Grove, PA 19090
POLICY NUMBER RGD300136201		
CARRIER	NAIC CODE	EFFECTIVE DATE: 9/4/2018

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord 25 FORM TITLE: Certificate of Liability Insurance

Re: Bld No. 18-65
Post Disaster Signalization Services

St. Johns County is listed as additional insured as required by written agreement but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "H"

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past three (3) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: American Lighting and Signalization, LLC

08/24/2018

Bidder

Date

Authorized Signature James R. Hardman/Senior Vice President

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
9-9-17 thru 9-18-17	FDOT - District 1 Sody Mansell 239-707-0702 Smansell@Aimengr.com	\$9,845,450.00	21042 District 1
9-11-17 thru 9-16-17	FDOT - District 7 Sill Wehle 813-975-6241 Elizabeth.Wehle@dot.state.fl.us	\$219,036,085.00	27052-R0 District 7
5-11-16 thru 5-11-17	Jason Trujillo 945-474-3005 Jason.trujillo@rsandh.com	\$170,367.00	25021 District 5 Eng. Traffic Signal Generators

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "T"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: _____ Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: _____
Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
Yes _____ No X If yes, please explain in detail: _____

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No X
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "J"

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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

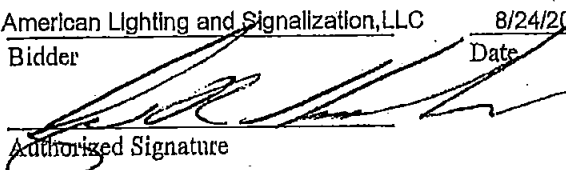
By: James R. Hardiman/Senior Vice President

American Lighting and Signalization, LLC

8/24/2018

Bidder

Date


Authorized Signature

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "K"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant James R. Hardiman, who, being by me first duly sworn, made the following statement:

1. The business address of 11639 Davis Creek Rd East, Jacksonville FL 32256. (name of Offeror or business) is _____
2. My relationship to American Lighting and Signalization, LLC (name of Offeror or business) is Senior Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

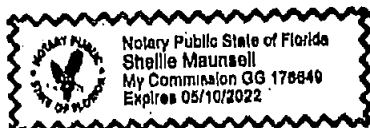
American Lighting and Signalization, LLC
Name of Business

By: _____
Printed Name: James R. Hardiman
Title: Senior Vice President

STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 4 day of September, 2018, by
James R. Hardiman as Senior Vice President of
American Lighting and Signalization, LLC and who:

[Notary: Please select one]
☒ is personally known to me; or
☐ has produced _____ as identification.



Shelle Maunsel
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "L"

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions for Federal Aid Contracts
(Compliance with 2 CFR Parts 190 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: American Lighting and Signalization, LLC

By: James R. Hardiman

Date: 8/24/2018

Title: Senior Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it

knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "M"

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (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 any federal 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

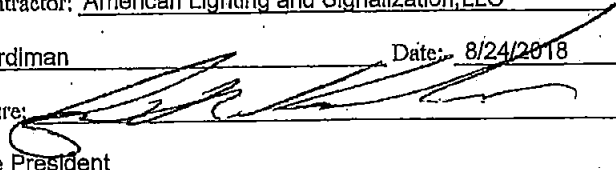
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: American Lighting and Signalization, LLC

By: James R. Hardiman

Date: 8/24/2018

Authorized Signature: 

Title: Senior Vice President

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

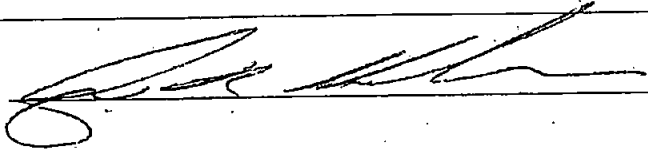
ATTACHMENT "N"

CERTIFICATION OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

On behalf of himself and his subcontractors, Bidder acknowledges that he is solely responsible for complying with all requirements of the Federal Labor Standards Provisions (Davis-Bacon Act, Copeland Act, and Contract Works Hours and Safety Standards Act) set forth in Form FHWA-1273 (Required Contract Provisions Federal-Aid Construction Contracts) and per the Davis-Bacon General Wage Decision provided in Exhibits "B" and "C".

By: American Lighting and Signalization, LLC
Company Name

Date: 8/24/2018

Authorized Signature: 

Print Name of Authorized Representative: James R. Hardiman/Senior Vice President



St. Johns County Board of County Commissioners

Purchasing Division

August 24, 2018

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 18-65, Post Disaster Signalization Services

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 bid proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Correction to Page 48 Section I #2 Performance Period:

A typo was discovered on page 48 of the above referenced Bid document regarding the term of the initial contract and renewal options. The contract term will be as stated on page 12 under "Contract Duration & Renewal." On Page 48, "Scope of Work: Section I – General Requirements, #2 – Performance Period" the first paragraph is revised as follows:

"An initial contract for the performance of the scope of services will be issued for a three (3) year period from the date of execution by St. Johns County. The contract issued shall contain provisions for one (1) two (2) year renewal option contingent upon satisfactory performance by the contractor and mutual agreement by both parties. Work will be issued on a Task Order by Task Order basis with each Task Order schedule being a stand-alone schedule."

THE BID DUE DATE REMAINS SEPTEMBER 5, 2018 AT 2:00 P.M.

Acknowledgment

Signature and Date

8/27/2018

James R. Hardiman/Senior Vice President
Printed Name/Title

American Lighting and Signalization, LLC
Company Name (Print)

Sincerely,

Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1



August 27, 2018

Kam Lui
Asplundh Tree Expert LLC
708 Blair Mill Road
Willow Grove, PA 19090

Re: ST. JOHNS COUNTY
Project: Post Disaster Signalization Services
Estimated Contract Price: \$ 300,000.00
Bid Date: 9/5/2018
Surety: TRAVELERS PROPERTY CASUALTY GROUP

Dear Kam Lui:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

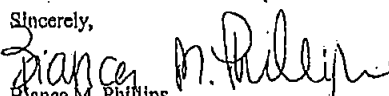
If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,


Bianca M. Phillips
Record #2680527

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name	Contract Price
1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes ☐ No ☐

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that American Lighting and Signalization, LLC as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent (5%) of Amount Bid Dollars (\$ -----5%-----) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated September 3, 2018.

For

POST DISASTER SIGNALIZATION SERVICES

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 August 27 A.D., 2018, 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.: 18-65

WITNESSES:

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

WITNESSES:

Kam H. Lui
Kam H. Lui

WITNESS:

Bianca M. Phillips
Bianca M. Phillips

American Lighting and Signallization, LLC

PRINCIPAL:

NAME OF FIRM:

Gregory E. Staton
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Gregory E. Staton
Asst. Secretary
TITLE

BUSINESS ADDRESS

CITY

STATE

Travelers Casualty and Surety Company of America

SURETY:

Wayne G. McVaugh
CORPORATE SURETY

Wayne G. McVaugh

ATTORNEY-IN-FACT (AFFIX SEAL)

One Tower Square

BUSINESS ADDRESS

Hartford, CT 06183

CITY

STATE

Aon Risk Services, Inc.

NAME OF LOCAL INSURANCE AGENCY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Wayne G. McVaugh of Philadelphia, Pennsylvania their true and lawful Attorney-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof; and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of August, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-In-Fact and the details of the bond to which the power is attached.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DORER, TODD ANDREW

AMERICAN LIGHTING AND SIGNALIZATION, LLC
11639 DAVIS CREEK ROAD EAST
JACKSONVILLE FL 32256

LICENSE NUMBER: EC13003542

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

April 26, 2018

AMERICAN LIGHTING AND SIGNALIZATION, LLC.
708 BLAIR MILL ROAD
WILLOW GROVE, PENNSYLVANIA 19090

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2019. However, the new application is due 4/30/2019.

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.dot.state.fl.us/ContractorPreQualification/)

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

FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, DRAINAGE, ELECTRICAL WORK, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL.

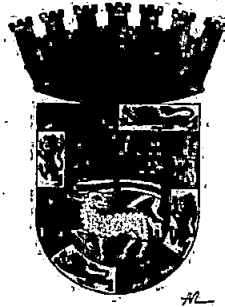
You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View."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

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

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj



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

BID NO: 18-65

POST DISASTER SIGNALIZATION SERVICES

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/index.aspx**

FINAL: 07/25/18

Bid No: 18-65; Post Disaster Signalization Services

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – St Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors/Suppliers

“E” – Conflict of Interest Disclosure Form

“F” – Drug-Free Workplace Form

“G” – Proof of Insurance

“H” – Experience of Bidder Form

“I” – Claims, Liens, Litigation History

“J” – Certificate of Compliance with Florida Trench Safety Act

“K” – Public Entity Crimes Statement

“L” – Debarment, Suspension, Ineligibility, Voluntary Exclusion Form

“M” – Certification for Disclosure of Lobbying Activities

“N” – Certification of Compliance with Federal Labor Standards Provisions

Bid Bond

SPECIFICATIONS

EXHIBIT “A” – ST. JOHNS COUNTY STANDARD EQUIPMENT LIST

EXHIBIT “B” – FHWA-1273 – CONTRACT PROVISIONS – FEDERAL-AID CONSTRUCTION CONTRACTS

EXHIBIT “C” – DAVIS-BACON ACT WAGE DETERMINATION: HIGHWAY

SEALED BID MAILING LABEL

END OF TABLE OF CONTENTS

BID NO: 18-65**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, September 5, 2018 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-65; Post Disaster Signalization Services**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work:

The Contractor shall be responsible for providing any and all labor, materials, and equipment required in order to provide rapid emergency response repair(s) to and/or replacement of traffic signal systems throughout St. Johns County that may be damaged or destroyed by events resulting from a disaster, either natural or manmade. The Contractor shall be required to restore or replace all damaged or destroyed traffic signals and/or signal systems to a pre-event condition. The services performed shall include services for events, either officially declared State of Emergencies or non-declared emergencies.

Minimum Qualifications

Prime Bidder must be fully licensed to do business in the State of Florida, and must be Pre-Qualified with the Florida Department of Transportation (FDOT) in Computerized Traffic Control, Traffic Signal, and Electrical Services at the time the bid is submitted. Prime Bidders must have been in business under the bidding company name for a minimum of five (5) years and have the ability to provide bonds as required. Copies of current licenses and certifications for the Prime Bidder must be provided with the submitted Bid Proposal.

Bid Documents, Project Specifications and Drawings

Bid Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # 18-65. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing, via email to dfye@sjcfl.us or fax to (904) 209-0163.

Designated Point of Contact

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, **in writing**, via email at dfye@sjcfl.us or fax to (904) 209-0163. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at ldaniels@sjcfl.us.

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.

Questions

Any and all questions related to this project shall be directed, **in writing**, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on **Wednesday, August 22, 2018**, 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 Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and

are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

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: 18-65

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida ("County")

PROJECT: BID NO.: 18-65; Post Disaster Signalization Services

DEFINITIONS

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

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

Base Bid is 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 vendors

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 of 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 is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bidding Documents 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 vendor. 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 vendor 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 is 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 Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner 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 Owner, to reach him at least **fourteen (14) 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 Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner 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 Owner 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 director'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

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, ***in writing***, via email at dfye@sjcfl.us or fax to (904) 209-0163. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on **Wednesday, August 22, 2018**, 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.

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 a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

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. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in 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 Department, with the bidder's return address in top left hand corner and recite: "**BID NO: 18-65: Post Disaster Signalization Services**"

See Example Below:

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

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

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

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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 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.

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.

BID SECURITY

Each submitted 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 five percent (5%) of the Total Unit Price Lump Sum Bid Price amount submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the 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 Owner, 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 submitting a certified or cashier's check as the bid security are not required to submit **Attachment "B"** – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond 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 herein under "Surety Bond". 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.

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.

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 bid amounts of the Base Bids and major Alternates, if any, 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 a 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 County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

Rejection of Bids: The County 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 County 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.

It is the intent of the County to award a contract to the vendor who submits the lowest responsive, responsible Bid on the basis of the sum of the annual price, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications:

Prime Bidder must be fully licensed to do business in the State of Florida, and must be Pre-Qualified with the Florida Department of Transportation (FDOT) in Computerized Traffic Control, Traffic Signal, and Electrical Services at the time the bid is submitted. Prime Bidders must have been in business under the bidding company name for a minimum of five (5) years and have the ability to provide bonds as required.

Proof of qualifications shall be provided by completing and submitting **Attachment "C"** – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

SUB-CONTRACTORS

Each Bidder shall submit to the County, 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 County, the successful Bidder 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 County 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 his option, disqualify the Bidder, at no cost to the County.

The County 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 County, 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 County.

PUBLIC CONSTRUCTION BOND

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, and 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. **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. The Contractor shall have the Public Construction Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Contractor is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered 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.

FORM OF AGREEMENT BETWEEN OWNER 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 Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department 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

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of three (3) years, **providing satisfactory performance is maintained**. The Contract may be extended in one (1) two (2) year extension if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the SJC Purchasing Director and SJC Traffic and Transportation Manager, or their designees, and availability of funds for the fiscal year of the renewal period, **providing satisfactory performance is maintained**. The Contract price will remain fixed for the Contract Term.

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 are Imposed:

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the Task Order, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

<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)

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, 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 Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, 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 Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

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, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, 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. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

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

If, at any time, the Contract Agreement with the awarded vendor 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, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

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 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

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.

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.

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

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general

liability and business auto liability with minimum limits of liability of \$1,000,000.

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

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

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

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.

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 18-65

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

PROJECT: POST DISASTER SIGNALIZATION SERVICES

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 project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-65 Post Disaster Signalization Services 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 to submit the following Bid Proposal summarized as follows:

TOTAL UNIT PRICE BID: (As per plans and specifications)

\$ _____

Total Unit Price Bid (Numerical)

(Enter Total Unit Price from the "Unit Price List" table provided below)

_____/100 Dollars

Total Unit Price Lump Sum Bid Price (Amount written or typed in words)

Bidder shall insert the Total Unit Price Bid in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

PAY ITEMS UNIT PRICE LIST: Each Bidder shall complete and submit Unit Prices for each pay item listed in the table provided below. Pay Items are based on the Basis of Estimates (BOE) List from Florida Department of Transportation (FDOT) as of July 2, 2018.

All proposed Unit Prices shall include all labor, materials, equipment, transportation, insurance, bonds, direct costs and any other items necessary to complete the required services.

In the event of a conflict between Item Number and Description, the FDOT BOE manual shall take precedence.

Any materials or equipment furnished by the County shall be replaced by the Contractor within four (4) months of final acceptance of the project.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

BID 18-67

PAY ITEMS UNIT PRICE LIST

Company Name: _____

Line #	Item Number	Item Long Description	Unit of Measure	Unit Cost
#1	0101 1	MOBILIZATION	LS	
#2	0102 1	MAINTENANCE OF TRAFFIC	DA	
#3	0102 14	TRAFFIC CONTROL OFFICER	HR	
#4	0102 60	WORK ZONE SIGN	ED	
#5	0102 61	BUSINESS SIGN	EA	
#6	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	
#7	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	
#8	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	
#9	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	
#10	0527 1	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	EA	
#11	0555 1 1	DIRECTIONAL BORE, LESS THAN 6"	LF	
#12	0555 1 2	DIRECTIONAL BORE, 6" TO < 12"	LF	
#13	0630 1 11	CONDUIT - SIGNALS, FURNISH & INSTALL, ABOVEGROUND	LF	
#14	0630 1 12	CONDUIT - SIGNALS, FURNISH & INSTALL, UNDERGROUND	LF	
#15	0630 1 13	CONDUIT - SIGNALS, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	
#16	0630 1 14	CONDUIT, SIGNALS, F & I, UNDERGROUND -JACKED	LF	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#17	0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	
#18	0632 7 4	CABLE SIGNAL, ADJUST	PI	
#19	0633 1111	SIGNALS FIBER OPTIC CABLE, F&I, OVERHEAD,2-12 FIBERS	LF	
#20	0633 1112	SIGNALS FIBER OPTIC CABLE, F&I, OVERHEAD,13-48 FIBERS	LF	
#21	0633 1410	SIGNALS FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	
#22	0633 1420	SIGNALS FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	
#23	0633 2 31	SIGNALS- FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	
#24	0633 2 32	SIGNALS- FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	
#25	0633111 1	CABLE FIBER OPTIC, F&I, 1- 25PR, AERIAL, SINGLE	LF	
#26	0633111 3	CABLE FIBER OPTIC, F&I, 51-100PR, AERIAL, SINGLE MODE	LF	
#27	0633121 1	CABLE - FIBER OPTIC, F&I, UNDERGROUND, SGL MODE, 1- 25 PR	LF	
#28	0633121 2	CABLE - FIBER OPTIC, F&I, UNDERGROUND, SGL MODE, 26 - 50PR	LF	
#29	0633122 1	CABLE - FIBER OPTIC, F&I, UNDERGROUND, MULTI MODE,1- 25 PR	LF	
#30	0633122 3	CABLE - FIBER OPTIC, F&I, UNDERGROUND, MULTI MODE,51-100 PR	LF	
#31	0633131 1	CABLE FIBER OPTIC, F&I, 1- 25 PR, DROP, SINGLE MODE	LF	
#32	0633131 3	CABLE -FIBER OPTIC, F&I, DROP, SINGLE MODE, 51 - 100 PR	LF	
#33	0633132 1	CABLE -FIBER OPTIC, F&I, DROP, MULTI MODE, 1 - 25 PR	LF	
#34	0633313 2	CABLE -FIBER OPTIC, INSTALL, AERIAL, COMPOSITE, 26 - 50 PR	LF	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#35	0633421 1	CABLE - FIBER OPTIC, RELOCA, UNDERGROUND, SGL MODE, 1-25 PR	LF	
#36	0633422 1	CABLE - FIBER OPTIC, RELOCA, UNDERGROUND, MULTI MODE, 1-25 PR	LF	
#37	0633431 1	SIGNALS - FIBER OPTIC CABLE, RELOCA, DROP, SINGLE MODE, 1-25 PR	LF	
#38	0634 4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	
#39	0634 4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	
#40	0634 4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	
#41	0634 4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	
#42	0634 4341	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, PERPENDICULAR	PI	
#43	0634 4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	
#44	0634 4343	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, BOX SPANS	PI	
#45	0634 4344	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, OTHER SPAN TYPE	PI	
#46	0634 4351	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, PERPENDICULAR	PI	
#47	0634 4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	
#48	0634 4353	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, BOX SPANS	PI	
#49	0634 4354	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, OTHER SPAN TYPE	PI	
#50	0634 4400	SPAN WIRE ASSEMBLY, ADJUST	PI	
#51	0634 5 1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	
#52	0634 6 1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#53	0634 7	ADJUST CABLE- SPAN WIRE ASSEMBLY	EA	
#54	0635 1 11	PULL & JUNCTION BOXES, F&I, PULL BOX	EA	
#55	0635 1 12	PULL & JUNCTION BOXES, F&I, AERIAL	EA	
#56	0635 1 13	PULL & JUNCTION BOXES, F&I, MOUNTED	EA	
#57	0635 1 15	PULL & JUNCTION BOXES, F&I, FIBER OPTICS	EA	
#58	0635 1 30	PULL & JUNCTION BOXES, INSTALL	EA	
#59	0635 1 40	PULL & JUNCTION BOXES, RELOCATE	EA	
#60	0639 1 12	SIGNALS, ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY CONTRACTOR	AS	
#61	0639 1 13	SIGNALS, ELECTRICAL POWER SERVICE, OVERHEAD	AS	
#62	0639 1 22	SIGNALS,ELECTRICAL POWER SERVICE,UNDERGROUND, PURCHASED BYCONTRACTOR FROM POWER COMPANY	AS	
#63	0639 1 23	SIGNALS, ELECTRICAL POWER SERVICE,UNDERGROUND	AS	
#64	0639 2 1	SIGNALS, ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	
#65	0639 3 11	SIGNALS, ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	
#66	0639 3 12	SIGNALS, ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	
#67	0641 1	STRAIN POLES GUYING, CONCRETE	EA	
#68	0641 2 11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	
#69	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	
#70	0641 2 30	PRESTRESSED CONCRETE POLE, INSTALL	EA	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#71	0641 14134	PREST CONC POLE, F&I - WITH FOUNDATION, TYPE N-V, 34'	EA	
#72	0643 1	STRAIN POLES, GUYING, WOOD, GUYING	EA	
#73	0643125	STRAIN POLE, WOOD, F&I, 25'	EA	
#74	0643130	STRAIN POLES, WOOD, FURNISH & INSTALL, 30'	EA	
#75	0643140	STRAIN POLE, WOOD, FURNISH & INSTALL, 40'	EA	
#76	0643145	STRAIN POLES, WOOD, FURNISH & INSTALL, 45'	EA	
#77	0643150	STRAIN POLE, WOOD, F&I, 50'	EA	
#78	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	
#79	0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	
#80	0650 1 19	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS	
#81	0653191	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 1 DIRECTION	AS	
#82	0653192	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 2 DIRECTIONS	AS	
#83	0653193	PEDESTRIAN SIGNAL, F&I, LED - COUNT DOWN, 3 DIRECTIONS	AS	
#84	0653300	PEDESTRIAN SIGNAL , INSTALL ONLY	AS	
#85	0653400	SIGNAL PEDESTRIAN, RELOCATE	AS	
#86	0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	
#87	0660 1110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	
#88	0660 2101	LOOP ASSEMBLY- F&I, TYPE A	AS	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#89	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	AS	
#90	0660 2103	LOOP ASSEMBLY, F&I, TYPE C	AS	
#91	0660 2106	LOOP ASSEMBLY, F&I, TYPE F	AS	
#92	0663 74 15	VEHICLE DETECTOR ASSEMBLIES, F&I, VIDEO	EA	
#93	0665 11	PEDESTRIAN DETECTOR, F&I, POLE OR CONTROLLER CABINET MOUNTED DETECTOR STATION & SIGN	EA	
#94	0665 12	PEDESTRIAN DETECTOR, F&I, DETECTOR STATION WITH POST & SIGN	EA	
#95	0665 30	PEDESTRIAN DETECTOR, INSTALL	EA	
#96	0665 40	PEDESTRIAN DETECTOR, RELOCATE	EA	
#97	0670 5110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	
#98	0670 5310	TRAFFIC CONTROLLER ASSEMBLY, INSTALL, NEMA	AS	
#99	0670 5410	TRAFFIC CONTROLLER ASSEMBLY, MODIFY, NEMA	AS	
#100	0671 2 11	TRAFFIC CONTROLLER WITHOUT CABINET, F&I IN EXISTING CABINET, NEMA	EA	
#101	0671 2 41	TRAFFIC CONTROLLER, MODIFY, NEMA	EA	
#102	0678 1103	CONTROLLER ACCESSORIES, F&I, TYPE 12CONFLICT MONITOR	EA	
#103	0685106	SYSTEM AUXILIARIES, F&I, UNINTERRUPTIBLE POWER SOURCE	EA	
#104	0690 10	SIGNAL HEAD TRAFFIC ASSEMBLY REMOVAL	EA	
#105	0690 20	SIGNAL PEDESTRIAN ASSEMBLY REMOVAL	EA	
#106	0690 31	SIGNAL PEDESTAL REMOVAL	EA	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#107	0690 32 1	POLE REMOVAL, SHALLOW, DIRECT BURIAL	EA	
#108	0690 32 2	POLE REMOVAL, SHALLOW, BOLT ON ATTACHMENT	EA	
#109	0690 34 1	COMPLETE POLE REMOVAL- DEEP, DIRECT BURIAL	EA	
#110	0690 34 2	COMPLETE POLE REMOVAL- DEEP, BOLT ON ATTACHMENT	EA	
#111	0690 50	CONTROLLER ASSEMBLY, REMOVE, COMPLETE ASSEMBLY	EA	
#112	0690 60	DETECTOR VEHICLE ASSEMBLY REMOVE	EA	
#113	0690 70	DETECTOR PEDESTRIAN ASSEMBLY REMOVE	EA	
#114	0690 80	SPAN WIRE ASSEMBLY, REMOVE	EA	
#115	0690 90	CONDUIT & CABLING- WITHIN INTERSECTION, REMOVE	PI	
#116	0690 91	SIGNAL INTERCONNECT CABLE REMOVE	LF	
#117	0690100	SIGNAL EQUIPMENT MISCELLANOUS REMOVE	PI	
#118	0700 20 11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	
#119	0700 20 12	SINGLE POST SIGN, F&I, 12-20 SF	AS	
#120	0700 20 31	SINGLE POST SIGN, INSTALL, LESS THAN 12 SF	AS	
#121	0700 20 32	SINGLE POST SIGN, INSTALL, 12-20 SF	AS	
#122	0700 20 40	SINGLE POST SIGN, RELOCATE	AS	
#123	0700 20 60	SINGLE POST SIGN, REMOVE	AS	
#124	0700 46 15	SIGN EXISTING- REMOVE, SPAN WIRE	AS	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#125	0700 46 16	SIGN EXISTING- REMOVE, BRIDGE MOUNTED	AS	
#126	0700 46 25	SIGN EXISTING- RELOCATE, SPAN WIRE	AS	
#127	0700 46 26	SIGN EXISTING- RELOCATE, BRIDGE MOUNTED	AS	
#128	0700 48 42	SIGN PANELS, RELOCATE, 101 - 200	EA	
#129	0700 48 43	SIGN PANELS, RELOCATE, 201 - 300	EA	
#130	0700 48 44	SIGN PANELS, RELOCATE, 301 - 400	EA	
#131	0700 48 45	SIGN PANELS, RELOCATE, 401 - 500	EA	
#132	0700 48 46	SIGN PANELS, RELOCATE, 501 - 600	EA	
#133	0700 48 47	SIGN PANELS, RELOCATE, 601 OR GREATER	EA	
#134	0700 48 48	SIGN PANELS RELOCATE, 15 OR <	EA	
#135	0700 48 49	SIGN PANELS RELOCATE, 16 - 100	EA	
#136	0700 48 60	SIGN PANELS, REMOVE	EA	
#137	0700 82	OVERHEAD SIGN, SPAN WIRE MOUNTED	AS	
#138	0700 83	OVERHEAD SIGN, BRIDGE MOUNTED	AS	
#139	0700 90 11	SIGN FLASHING BEACON, F&I GROUND MOUNT	AS	
#140	0700 90 21	SIGN FLASHING BEACON, RELOCATE, GROUND MOUNT	AS	
#141	0700 90 31	SIGN FLASHING BEACON, REMOVE, GROUND MOUNT	AS	
#142	0700 90 32	SIGN FLASHING BEACON, REMOVE, OVERHEAD MOUNT	AS	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#143	0700 90 34	SIGN FLASHING BEACON, REMOVE, SPAN WIRE	AS	
#144	0715 1 11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <	LF	
#145	0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	
#146	0715 1 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	LF	
#147	0715 1 14	LIGHTING CONDUCTORS, F&I, INSULATED, NO 1 TO NO 0	LF	
#148	0715 1 15	LIGHTING CONDUCTORS, F&I, NO.1/0 - 3/0 (0 to 000)	LF	
#149	0715 1 16	LIGHTING CONDUCTORS, F&I, NO.4/0 (0000) OR LARGER	LF	
#150	0715 1 50	LIGHTING CONDUCTORS, ADJUST/MODIFY	LF	
#151	0715 1 60	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	LF	
#152	0715 2 11	LIGHTING - CONDUIT, F&I, UNDERGROUND	LF	
#153	0715 2 12	LIGHTING - CONDUIT, F&I, UNDER EXISTING PAVEMENT SAWCUT	LF	
#154	0715 2 13	LIGHTING CONDUIT, F&I, SURFACE MOUNT	LF	
#155	0715 4121	LIGHTING FOR PEDESTRIAN BRIDGE, BARRIER WALL MOUNT FIXTURE, PROJECT 433511-2-52-01	EA	
#156	0715 4300	LIGHT POLE COMPLETE, INSTALL	EA	
#157	0715 4400	LIGHT POLE COMPLETE, RELOCATE	EA	
#158	0715 4600	LIGHT POLE COMPLETE, REMOVE	EA	
#159	0715 5 11	LUMINAIRE & BRACKET ARM, F&I, ALUMINUM	EA	
#160	0715 5 12	LUMINAIRE & BRACKET ARM, F&I, GALVANIZED STEEL	EA	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#161	0715 5 30	LUMINAIRE & BRACKET ARM, INSTALL	EA	
#162	0715 5 50	LUMINAIRE & BRACKET ARM, REMOVE	EA	
#163	0715 7 21	LOAD CENTER, REWORK, SECONDARY VOLTAGE	EA	
#164	0715 7 31	LOAD CENTER, RELOCATE, SECONDARY VOLTAGE	EA	
#165	0715 7 41	LOAD CENTER, REMOVE, SECONDARY VOLTAGE	EA	
#166	0715 11111	LUMINAIRE, F&I, ROADWAY, COBRA HEAD	EA	
#167	0715 11113	LUMINAIRE, F&I, ROADWAY, POLE TOP	EA	
#168	0715 11114	LUMINAIRE, F&I, ROADWAY, SHOE BOX	EA	
#169	0715 11115	LUMINAIRE, F&I, ROADWAY, WALL MOUNT	EA	
#170	0715 11116	LUMINAIRE, F&I, ROADWAY, PENDANT HUNG	EA	
#171	0715 11125	LUMINAIRE, F&I, UNDER DECK, WALL MOUNT	EA	
#172	0715 11126	LUMINAIRE, F&I, UNDER DECK, PENDANT HUNG	EA	
#173	0715 11500	LUMINAIRE, REMOVE	EA	
#174	0715 11600	LUMINAIRE, REPAIR & REINSTALL	EA	
#175	0715 14 11	LIGHTING - PULL BOX, F&I, ROADSIDE-MOULDED	EA	
#176	0715 14 12	LIGHTING - PULL BOX, F&I, SIDEWALK	EA	
#177	0715 14 14	LIGHTING - PULL BOX, F&I, SURFACE MOUNT	EA	
#178	0715 19 1	LIGHTING - SURGE PROTECTOR, POLE BASE	EA	

<i>Line #</i>	<i>Item Number</i>	<i>Item Long Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
#179	0715 26 1	QUICK DISCONNECT PLUG, SWITCH BOXING FOR SIGN	EA	
#180	0715 36 12	LIGHT POLE, FRANGIBLE BASE, F&I, TRANSFORMER BASE	EA	
#181	0715 36 14	LIGHT POLE, FRANGIBLE BASE, F&I, DOOR ASSEMBLY	EA	
#182	0715 36 42	LIGHT POLE, FRANGIBLE BASE, REMOVE, TRANSFORMER BASE	EA	
<i>TOTAL UNIT PRICE</i>				

NOTE:

1. Pay Items based on Basis of Estimates from Florida Dept. of Transportation as of July 2, 2018.
2. All proposed Unit Prices shall include all labor, materials, equipment, transportation, insurance, bonds, direct costs and any other items necessary to complete the required services.
3. In the event of a conflict between Item Number and Description, the FDOT BOE manual shall take precedence.
4. Any materials or equipment furnished by the County shall be replaced by the Contractor within four (4) months of final acceptance of the project.

BID NO: 18-65

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 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 Owner, 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 Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total Unit Price Lump Sum Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within 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.

BID NO: 18-65

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 Unit Price Bid Form
- Attachment "A" – St Johns County Board of County Commissioners Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License / Certification List
- Attachment "D" – List of Proposed Sub-Contractors/Suppliers
- Attachment "E" – Conflict of Interest Disclosure Form
- Attachment "F" – Drug-Free Workplace Form
- Attachment "G" – Proof of Insurance
- Attachment "H" – Experience of Bidder Form
- Attachment "I" – Claims, Liens, Litigation History
- "J" – Certificate of Compliance with Florida Trench Safety Act
- "K" – Public Entity Crimes Statement
- "L" – Debarment, Suspension, Ineligibility, Voluntary Exclusion Form
- "M" – Certification for Disclosure of Lobbying Activities
- "N" – Certification of Compliance with Federal Labor Standards Provisions
- Bid Bond Form
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" and Bid Bond 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.

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

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: 18-65; Post Disaster Signalization Services, 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)

By: _____

(Title)

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

Notary Public:

Signature

Printed

My commission Expires: _____

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

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "B"

CERTIFICATES 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 it's 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)

POST DISASTER SIGNALIZATION SERVICES

LICENSE / CERTIFICATION LIST

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

[illegible]

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "D"

LIST OF PROPOSED SUBCONTRACTORS/SUPPLIER LIST

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

[illegible]

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 18-65; Post Disaster Signalization Services

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

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

St. Johns County Board of County Commissioners

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

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

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

Signature

Date

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "G"

CERTIFICATE OF INSURANCE

(Attach or insert copy here)

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "H"

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the **past three (3) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: _____
Bidder

Authorized Signature

Date

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "I"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "J"

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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

By: _____

Bidder

Date

Authorized Signature

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "K"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "L"

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions for Federal Aid Contracts
(Compliance with 2 CFR Parts 190 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it

knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "M"

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (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 any federal 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

ATTACHMENT "N"

CERTIFICATION OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

On behalf of himself and his subcontractors, Bidder acknowledges that he is solely responsible for complying with all requirements of the Federal Labor Standards Provisions (Davis-Bacon Act, Copeland Act, and Contract Works Hours and Safety Standards Act) set forth in Form FHWA-1273 (Required Contract Provisions Federal-Aid Construction Contracts) and per the Davis-Bacon General Wage Decision provided in Exhibits "B" and "C".

By: _____
Company Name

Date: _____

Authorized Signature: _____

Print Name of Authorized Representative: _____

BID NO.: 18-65

POST DISASTER SIGNALIZATION SERVICES

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

POST DISASTER SIGNALIZATION SERVICES

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.: 18-65

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

SPECIFICATIONS

BID NO.: 18-65; POST DISASTER SIGNALIZATION SERVICES

SCOPE OF WORK:

SECTION I – GENERAL REQUIREMENTS

1. Purpose

The purpose of this contract is to enable St. Johns County Traffic Division to provide rapid emergency response repair and/or replacement to traffic signal systems throughout St. Johns County that may be damaged or destroyed by events of a disaster, either natural or manmade. The contractor shall be required provide all labor, materials, equipment and any other resources necessary to restore or replace all traffic signals and/or signal systems to a pre-event condition. The services performed shall include services for events, either an officially declared State of Emergency or non-declared emergency.

2. Performance Period

An initial contract for the performance of the scope of services will be issued for a one (1) year period from the date of execution by St. Johns County. The contract issued shall contain provisions for four (4) one (1) year renewal options contingent upon satisfactory performance by the contractor and mutual agreement by both parties. Work will be issued on a Task Order by Task Order basis with each Task Order schedule being a stand-alone schedule.

No guarantee of minimum or maximum work per bid item is made by the County under contract(s) awarded under this bid.

3. Authorization & Implementation of Services

A. Officially Declared State of Emergency

When time permits, the contractor shall activate a "stand by" status upon notification by an authorized County representative of a declaration of a State of Emergency or major disaster warning. The Contractor shall be required to dedicate a minimum of three (3) fully equipped signal crews with each crew consisting of a minimum of two (2) men and equipment capable of the completing overhead, ground, and underground work. These crews are to be dedicated to signal restoration in St Johns County.

Upon notification of an "all-clear" status issued by local authorities, the County will provide the Contractor a priority list of signals/signal systems in need of services. The Contractor will submit a tabulation of quantities identifying the intersection, proposed work items with columns for unit description, contract unit price, estimated and final quantities and schedule for completion for each signal on the priority list.

A task order and the required bond form will be sent to the Contractor with reference to the official unit prices in the contract and limiting dollar amount for work to be completed by the Contractor. 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 act in the best interest of the County when assessing the selection, estimate, and accuracy of final tabulation of materials and equipment that has been authorized for purchase and installation.

If repairs are of an unusual nature requiring over twenty-four (24) hours to complete, the Contractor will provide Temporary Equipment to place said signals in operation until permanent repairs are completed on the Owner's equipment.

Before restoration begins, a representative of the Contractor and an authorized County Representative shall initial each column of estimated quantities indicating that he or she has reviewed the estimated quantities and finds them to be reasonable for the proposed work.

After work is completed, the Contractor and an authorized County Representative shall initial the final quantities

column indicating that final quantities shown are an accurate representation of materials and labor used to complete the work.

A description of completed work shall be logged in the traffic signal maintenance log in each controller cabinet.

The Contractor may submit an invoice for work that has been completed in conformance with the contract. Each invoice shall have an attached tabulation of quantities initialed by the Contractor and Traffic Representative.

When time does not permit, an authorized County representative shall notify the Contractor of the need for services in the event of an officially declared State of Emergency or major disaster. The County will provide the Contractor a priority list of damaged signals/signal systems and upon notification of an "all-clear" status issued by local authorities, the Contractor will assess the damage and submit an estimated tabulation of quantities identifying the intersection, proposed work items with columns for unit description, contract unit price, estimated and final quantities, and schedule for completion for each signal on the priority list.

Upon notification of an "all-clear" status issued by local authorities, the County will provide the Contractor a priority list of signals/signal systems in need of services. The Contractor will submit a tabulation of quantities identifying the intersection, proposed work items with columns for unit description, contract unit price, estimated and final quantities and schedule for completion for each signal on the priority list.

A task order and the required bond form will be sent to the Contractor with reference to the official unit prices in the contract and limiting dollar amount for work to be completed by the Contractor.

The Contractor shall act in the best interest of the County when assessing the selection, estimate and accuracy of final tabulation of materials and equipment that has been authorized for purchase and installation.

If repairs are of an unusual nature requiring over twenty-four (24) hours to complete, the Contractor will provide Temporary Equipment to place said signals in operation until permanent repairs are completed on the Owner's equipment.

Before restoration begins, a representative of the Contractor and an authorized County Representative shall initial each column of estimated quantities indicating that he or she has reviewed the estimated quantities and finds them to be reasonable for the proposed work.

After work is completed, the Contractor and an authorized County Representative shall initial the final quantities column indicating that final quantities shown are an accurate representation of materials and labor used to complete the work.

A description of completed work shall be logged in the traffic signal maintenance log in each controller cabinet.

The Contractor may submit an invoice for work that has been completed in conformance with the contract. Each invoice shall have an attached tabulation of quantities initialed by the Contractor and Traffic Representative.

B. Non-Declared Emergency

Emergency services shall go in effect when a non-declared emergency goes into effect by any Federal, State, or Local Emergency Management Office. Under the terms and conditions of the contract the Contractor must dedicate at least three (3) fully equipped signal crews with each crew consisting of a minimum of two (2) men and equipment capable of the completing overhead, ground, and underground work. These crews are to be dedicated to signal restoration in St Johns County.

The contractor shall be on "stand by" for an all clear notification by local officials and shall respond immediately upon notification and direction by authorized County officials.

After an emergency warning is issued, a task order and the required bond form for post disaster services will be sent to the Contractor with reference to the official unit prices in the contract and limiting dollar amount for work to be

completed by the Contractor.

After an all-clear is issued by local authorities, the County will provide the Contractor a priority list of signals for which the County needs post disaster services. The Contractor will submit a tabulation of quantities identifying the intersection, proposed work items with columns for unit description, contract unit price, estimated and final quantities and schedule for completion for each signal on the priority list.

The Contractor shall act in the best interest of the County when assessing the selection, estimate and accuracy of final tabulation of materials and equipment that has been authorized for purchase and installation.

If repairs are of an unusual nature requiring over twenty-four (24) hours to complete, the Contractor will provide Temporary Equipment "to place said signals in operation until permanent repairs are completed on the Owner's equipment.

Before restoration begins, a representative of the Contractor and an authorized County Representative shall initial each column of estimated quantities indicating that he or she has reviewed the estimated quantities and finds them to be reasonable for the proposed work.

After work is completed, the Contractor and an authorized County Representative shall initial the final quantities column indicating that final quantities shown are an accurate representation of materials and labor used to complete the work.

A description of completed work shall be logged in the traffic signal maintenance log in each controller cabinet.

The Contractor may submit an invoice for work that has been completed in conformance with the contract. Each invoice shall have an attached tabulation of quantities initialed by the Contractor and Traffic Representative.

4. Services To Be Provided by the Contractor

The signal repair/replacement services shall be performed by the Contractor directed by and in coordination with an authorized County representative as follows:

- Level 1 – The repairs/replacement will include returning the signalized intersection to a minimum of one functioning overhead signal per approach including removing signal debris from the intersection.
- Level 2 – The repairs/replacement will include returning the signalized intersection to pre-event conditions and functionality.

Provide maintenance of traffic per current FDOT Design Standards.

Provide a means to measure and certify all work to authorized County representative ie. Date and time stamped digital photos (before and after) the work, daily logs, etc.

5. Services To Be Provided by the County

The County shall identify and prioritize the work and provide Contractor clear direction of the work to be performed.

The County shall inspect and accept all work. It shall be the contractor's responsibility to ensure acceptance by the County. Failure of the County to detect discrepancies and poor workmanship and materials shall not relieve the Contractor of the responsibility for completion of the work and successful operation as required. The Contractor shall warranty all work for a period of one (1) year for workmanship and for a period equal to the manufacturer's warranty period for materials or until such time as the repaired signal is replaced whichever is less.

6. Required Specifications and Standards

All work shall be in accordance with the latest applicable Florida Department of Transportation specifications as required by the pay item designation; the latest Roadway and Traffic Design Standards, and St. Johns County Land Development Code. Special St. Johns County specifications not found in the Land Development Code are included with this document. Please refer to the FDOT's Basis of Estimates Manual for additional item descriptions.

All materials shall be in accordance with the latest St. Johns County Standard Equipment List (**Exhibit "A"**) or approved

equivalent or applicable Florida Department of Transportation specifications.

7. Project Billing

The Contractor may submit an invoice for work that has been completed and accepted by authorized County officials on a reasonable periodic basis. Each invoice shall have an attached tabulation of quantities initialed by the Contractor and an authorization County Representative of Pay Items, quantities, unit prices in accordance with the approved Unit Price List and dollar value extensions. The invoice shall be submitted to the Traffic Section and must be signed by authorized representatives of both the Contractor and St. Johns County.

8. Work Schedules & Maintenance of Traffic

Contractor shall schedule and stage the work to minimize impact on public safety and flows of traffic during the peak traffic periods as specified by the County. No lane closures shall be permitted without prior approval by St. Johns County.

The Contractor shall provide maintenance of traffic in accordance with latest FDOT Standards 600 Series for the project. Failure to comply with this requirement will result in complete shutdown by the County Traffic Operations Manager with no additional compensation to the contractor.

SECTION 2 – GOVERNING REGULATIONS

All services performed by the Contractor shall be in compliance with all applicable Manuals and Guidelines including St. Johns County, Florida Department of Transportation (FDOT) and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place at the date of advertisement of this contract. It shall be the Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. Services shall include preparation of all reports and/or documents necessary to complete the project/s as assigned.

1. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/July2018/Files/718eBook.pdf>
2. FHWA – 1273 Contract Provisions for Federal-Aid Construction Contracts (**Exhibit "B"**)
3. Davis Bacon Wage Decision FL 20120238 (**Exhibit "C"**)
4. St. Johns County Land Development Code <http://www.sjcfl.us/LongRangePlanning/LandDevCode.aspx>

Additionally, services performed under an officially declared State of Emergency or major disaster shall comply with all Local, State and Federal regulations governing emergency events. Regulations governing disaster recovery shall include but may not be limited to:

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act <https://www.fema.gov/media-library/assets/documents/15271>
2. State and Local laws, ordinances and procedures

In the event of conflict between governing regulations the more stringent regulation shall apply.

END OF SECTION

EXHIBIT “A”

St. Johns County Standard Equipment List

BID NO.: 18-65

EXHIBIT "A"

ST. JOHNS COUNTY STANDARD EQUIPMENT LIST

Items used by SJC Traffic Operations	Manufacturer	Model #
Cabinet	Naztec	p-44 cabinet assembly
Cabinet Drawer w/ Ball Bearings	Naztec	
Controller	Naztec	980 series controller model : A0300-1 w/ ethernet
MMU (TSU 2)	Naztec	516L w/ ethernet
Conflict Monitor (TS1)	Peek	
Cabinet Power Supply	Naztec	TS2/CAB/PS
Ethernet Switch	ITS Express	ITS-8040
SFP for Multi Mode Fiber	ITS Express	
Load Switch	NEMA	meet NEMA spec (1 Load Switch for each Bay)
Flash Relay	NEMA	meet NEMA spec (include 5 with each new cabinet)
Pre-empt Panel 2 Channel minimum	Naztec	
16 Channel Detector Rack	Naztec	
2 channel Detector's	Naztec	722L Time Delay Detector (TS2) QTY: 12
16 Channel Loop Detector Panel	Naztec	16 SRA-6LC Surge Arrestors mounted on front of panel
4 channel PED Isolation Card	Naztec	
2 Channel Opticom Rack and Field panel	Opticom	
UPS	Alpha	FXM2000
Batteries for UPS (Must be in Separate Cabinet)	Alpha	220GXL QTY: 4
Battery-Maintainer	Alpha	Alpha Guard Battery Charge Mgt. System
Generator Hook-up on side of cabinet	Naztec	
Luminaire Interface on Power Panel (Factory Installed)	Naztec	
Photo cell to control Luminaire.(Factory Installed)	Naztec	
Radio / Antenna / wireless interconnect	Ubiquiti	
Signal Head		Meet FDOT SPEC
Ped Button	Pelco	
Ped Button Conformation type	Campbell	4ever-120 RND
Ped Indicator Count Down		Meet FDOT SPEC
Transformer Base	Pelco	
Brushed Aluminum Ped Pole 4.5" x 7'		

Items used by SJC Traffic Operations	Manufacturer	Model #
Pull Box Standard	quazite	13 x 24
Pull Box Fiber	quazite	24 x 36
School Timers	RTC	AP22

EXHIBIT “B”

FHWA-1273
Contract Provisions – Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. 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.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) 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 (1.) 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 (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency 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 (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) 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 (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract): "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT “C”

Davis Bacon Wage Decision FL20170001

**DAVIS-BACON ACT
GENERAL DECISION FL180001
CONSTRUCTION TYPE: HIGHWAY**

General Decision Number: FL180232 01/05/2018 FL232

Superseded General Decision Number: FL20170232

State: Florida

Construction Types: Highway

County: St. Johns County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually.

Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/05/2018

* SUFL2013-050 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work.....	\$ 14.14	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 14.35	0.00
ELECTRICIAN.....	\$ 21.87	0.00
FENCE ERECTOR.....	\$ 11.41	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.37	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.77	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00

	Rates	Fringes
LABORER (Traffic Control Specialist).....	\$ 10.94	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.61	0.00
LABORER: Common or General.....	\$ 10.29	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.04	0.00
LABORER: Flagger.....	\$ 12.02	0.00
LABORER: Grade Checker.....	\$ 13.64	0.00
LABORER: Landscape & Irrigation.....	\$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 14.42	0.00
OPERATOR: Auger.....	\$ 12.43	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.86	0.00
OPERATOR: Boom.....	\$ 16.50	0.00
OPERATOR: Boring Machine.....	\$ 17.18	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.60	0.00
OPERATOR: Bulldozer.....	\$ 15.76	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.57	0.00
OPERATOR: Concrete Saw.....	\$ 15.09	0.00
OPERATOR: Crane.....	\$ 20.62	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Distributor.....	\$ 15.01	0.00
OPERATOR: Drill.....	\$ 14.71	0.00
OPERATOR: Forklift.....	\$ 12.02	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.21	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 16.07	0.00

	Rates	Fringes
OPERATOR: Loader.....	\$ 14.07	0.00
OPERATOR: Mechanic.....	\$ 18.20	0.00
OPERATOR: Milling Machine.....	\$ 15.27	0.00
OPERATOR: Oiler.....	\$ 14.92	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.32	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 12.61	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.97	0.00
OPERATOR: Tractor.....	\$ 12.91	0.00
OPERATOR: Trencher.....	\$ 20.17	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.36	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.47	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.85	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 13.70	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.23	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual

assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SEALED BID MAILING LABEL

BID NO: 18-65
Post Disaster Signalization Services

**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: 18-65

BID TITLE:

Post Disaster Signalization Services

DUE
DATE/TIME:

By 2:00PM – September 5, 2018

SUBMITTED
BY:

Company Name

Company Address

Company Address

DELIVER TO:

St. Johns County Purchasing Dept.
ATTN: Diana M. Fye, AS, CPPB
Procurement Coordinator
500 San Sebastian View St
St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

August 24, 2018

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 18-65, Post Disaster Signalization Services

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 bid proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Correction to Page 48 Section I #2 Performance Period:

A typo was discovered on page 48 of the above referenced Bid document regarding the term of the initial contract and renewal options. The contract term will be as stated on page 12 under "Contract Duration & Renewal." On Page 48, "Scope of Work: Section I – General Requirements, #2 – Performance Period" the first paragraph is revised as follows:

"An initial contract for the performance of the scope of services will be issued for a three (3) year period from the date of execution by St. Johns County. The contract issued shall contain provisions for one (1) two (2) year renewal option contingent upon satisfactory performance by the contractor and mutual agreement by both parties. Work will be issued on a Task Order by Task Order basis with each Task Order schedule being a stand-alone schedule."

THE BID DUE DATE REMAINS SEPTEMBER 5, 2018 AT 2:00 P.M.

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,

A handwritten signature in black ink, appearing to read "Diana M. Fye".

Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1