

RESOLUTION NO. 2019 - 193

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE TRANSFER OF FUNDING FROM THE IMPACT FEES ROADS ZONE C CAPITAL OUTLAY RESERVES TO IMPACT FEES RAODS ZONE C IMPROVEMENT OTHER THAN BUILDINGS TO FUND THE RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-15 AND TO EXECUTE AN AGREEMENT FOR RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS.

RECITALS

WHEREAS, the County desires to enter into contracts with Besch and Smith Civil Group, Inc. to provide services for Drainage Improvements on Ravenswood Drive for St. Johns County in accordance with Bid No. 19-15; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, tools, transportation, and supplies required in order to construct a pipe network along Ravenswood Drive, in St. Johns County, Florida to replace the existing ditch system on the south side of the roadway, in accordance with Bid No. 19-15; and

WHEREAS, through the County's formal Bid process, Besch and Smith Civil Group, Inc. was selected as the lowest, responsive, responsible bidder to enter into contract with the County to perform the work referenced above; and

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

WHEREAS, the St. Johns County Engineering Department seeks a transfer of \$185,000.00 from Impact Fees Roads Zone C Capital Outlay Reserves to Impact Fees Roads Zone C Improvement Other Than Buildings for the Ravenswood Improvements Project; and

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

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

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

Section 2. The Board approves the transfer of \$185,000.00 from the Impact Fees Roads Zone C Capital Outlay Reserves to Impact Fees Roads Zone C Improvement Other Than Buildings, and authorized its expenditure for the desired objective.

Section 3. The County Administrator, or designee, is hereby authorized, contingent upon the approval of transfer of funds, to award Bid No. 19-15 to Besch and Smith Civil Group, Inc. and to execute a contract for the services set forth therein.

Section 4. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further 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 No: 19-15.

Section 5. 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.

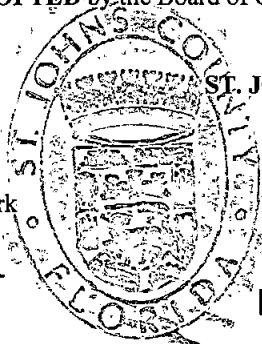
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4 day of June, 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

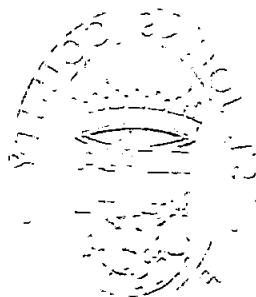
By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk



RENDITION DATE 6/6/19





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

This Contract Agreement ("Agreement") is made as of _____, 2019 by and between **ST. JOHNS COUNTY, FL** ("Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **BESCH AND SMITH CIVIL GROUP, INC.** ("Contractor"), with offices located at: 345 Cumberland Industrial Ct., St. Augustine, FL 32095, Phone: (904) 260-6393, Fax: (904) 338-0226, and E-mail: nicky@beschandsmith.com, under seal for Construction of **BID NO: 19-15; RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS**, hereinafter referred to as the "Project".

The Owner and the Contractor hereby agree as follows:

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

1.1 The Contract

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

1.2 The Contract Documents

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

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

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

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

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event,

occurrence, or condition shall be deemed not to constitute a material breach of this Agreement.

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

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

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

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

1.6 Ownership of Contract Documents

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

ARTICLE II THE WORK

2.1 Scope of Work

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

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

The Contractor shall be responsible for providing any and all labor, materials, equipment, tools, transportation, and supplies required in order to construct a pipe network along Ravenswood Drive to replace the existing ditch system on the south side of the roadway. Work also includes cross drain replacement, erosion control measures, pavement cut/repair, maintenance of traffic, signing, pavement marking, and utility adjustments. The intent is to provide for the construction and completion in every detail of the work described in the Contract Documents. Construction shall be completed in accordance with the Construction Plans, St. Johns County Utility Department (SJCUD) Manual of Water, Wastewater and Reuse Design Standards, Specifications, permit requirements and terms of the Contract. Within the same Bid but funded separately by the City of St. Augustine are utility relocations. Relocation of adjacent private utilities by others shall be accommodated. All work shall be performed in accordance with the plans and specifications.

All work shall be performed in accordance with the plans and specifications under Bid No. 19-15.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **one hundred twenty (120)** consecutive calendar days. Final Completion shall be reached by or before **thirty (30)** consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of **\$1,665.00 (based on FDOT Table in Bid Doc. *Ensure table used is most current)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a total Lump Sum price of **five hundred twenty-nine thousand one hundred fifty-four dollars and fifty-two cents (\$529,154.52)**.

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

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

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

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

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

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

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

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

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

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

5.3 Withheld Payment

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

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

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

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

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated

damages.

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

ARTICLE VII THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings,

Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

Name	Function

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

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

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

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with

the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Submittals shall belong to Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

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

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

7.13 Safety

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

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

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

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

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

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

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

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements

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

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

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

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

8.2 Claims by the Contractor

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

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

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

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

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

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

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse

weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

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

between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

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

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

10.4 Minor Changes

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

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

and expenses made necessary thereby.

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

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

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

12.2 Termination by the Owner

12.2.1 For Convenience

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

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

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

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director.

If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

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

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

12.2.2 For Cause

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

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

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

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

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

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

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

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

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

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

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

ARTICLE XIV MISCELLANEOUS

14.1 Governing Law & Venue

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

14.2 Successors and Assigns

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

14.3 Surety Bonds

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

14.4 Safety of Persons and Property

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

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

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

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

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

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

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

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

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

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

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

ARTICLE XVII PUBLIC RECORDS

17.1 Public Records

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

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

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

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

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

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

BID NO: 19-15; RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS
Master Contract # 19-MAS-BES-10702

Owner

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

By: _____
Signature of Authorized Representative

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM
Printed Name

Purchasing Manager
Title

Date of Execution

Contractor

Besch and Smith Civil Group, Inc. (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Deputy County Attorney

Date of Execution



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

May 13, 2019

RE: Bid No: 19-15; Ravenswood Drive Drainage Improvements

Please be advised that the Purchasing Department of the St. Johns County is issuing this notice of its Intent to Award a contract to Besch and Smith Civil Group, Inc. as the lowest responsive, responsible bidder for Bid No: 19-15; Ravenswood Drive Drainage Improvements. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 9:00 AM, Thursday, May 16, 2019.

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.

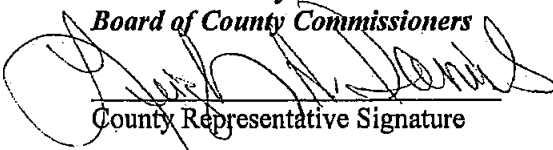
Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

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: 5/13/19

Leigh Daniels, CPPB
Procurement Supervisor
(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: John Burnham, CIP Program Manager
Donnie Tackett, Project Manager

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

SUBJECT: Bid # 19-15; Ravenswood Drive Drainage Improvements

DATE: April 17, 2019

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

John P. Burnham
5/7/19

Date

Budget Amount

\$589,000.⁰⁰ (CONTINGENT UPON BCC APPROVAL OF \$185,000)

Account/Funding Title

IMPACT FEES - ZONE C

Funding Charge Code

1191-56301-5254-56301

Award to

Besch and Smith Civil Group Inc.

Award Amount

\$529,154.52

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

BID NUMBER

19-15

OPENING DATE/TIME

April 17, 2019 2:00 PM

POSTING DATE/TIME

FROM
04/17/19
4:00 PM

UNTIL
04/22/19
4:00 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

DIANA M. FYE *DF*

TABULATED BY

SHELLY VONGCHANTA *SV*

VERIFIED BY

DIANA M. FYE *DF*

PAGE(S) 1 of 1

BIDDERS	BASE BID "A" (ST. JOHNS COUNTY)	BASE BID "B" (CITY OF ST AUGUSTINE UTILITY)	PROJECT TOTAL LUMP SUM BID PROPOSAL (BASE BID "A" + BASE BID "B")	BID BOND	Addendum #1		
Besch and Smith Civil Group, Inc.	\$529,154.52	\$56,010.41	\$585,164.93	Yes	Yes		
J.B. Coxwell Contracting, Inc.	\$620,281.00	\$31,224.00	\$651,505.00	Yes	Yes		
CGC, Inc.	\$635,335.00	\$50,785.00	\$686,120.00	Yes	Yes		
G & H Underground Construction, Inc.	\$634,839.20	\$69,000.00	\$703,839.20	Yes	Yes		

BID AWARD DATE - _____

BID NO: 19-15

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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

DATE SUBMITTED: 4-17-19

BID PROPOSAL OF

Besch and Smith Civil Group, Inc.
Full Legal Company Name

345 Cumberland Ind. CT. St. Augustine FL 32095
Mailing Address

Telephone Number

904-260-6393

Fax Number

904-338-0226

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-15; Ravenswood Drive Drainage Improvements in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

BASE BID "A" (ST. JOHNS COUNTY):

For: St. Johns County Construction of Drainage Improvements on Ravenswood Drive as per plans and specifications.

\$ 529,154.52

Base Bid "A" Total Lump Sum Bid Amount (Numerical)

Five hundred twenty nine thousand one hundred fifty
Base Bid "A" Total Lump Sum Bid Amount (Amount written or typed in words) /100 Dollars

four

Dollars
and fifty
two cents

BASE BID "B" (CITY OF ST. AUGUSTINE UTILITY):

FOR: City of St. Augustine WATER & SEWER UTILITY Construction of Drainage Improvements on Ravenswood Drive as per plans and specifications.

\$ 56,010.41

Base Bid "B" Total Lump Sum Bid Amount (Numerical)

Fifty Six Thousand Ten Dollars and forty one
Base Bid "B" Total Lump Sum Bid Amount (Amount written or typed in words) /100 Dollars cents

BID NO: 19-15

PROJECT TOTAL LUMP SUM BID PROPOSAL

BASE BID "A" + BASE BID "B"

\$ 585,164.93
Project Total Lump Sum Bid Amount (Numerical)

Five hundred Eighty Five Thousand
(Amount written or typed in words)

One hundred sixty
/100 Dollars
Four Dollars
and ninety three
cents

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

Time of Substantial Completion to be eighty (80) consecutive calendar days from receipt of Notice to Proceed from Owner. Final completion shall be attained Thirty (30) consecutive calendar days from the date of substantial completion.

The proposed Total Lump Sum Bid Amounts submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Total Lump Sum Bid Prices above shall be the final price charged to the County and the City of St. Augustine for work performed.

It is the intent of the County to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project. **The basis of award for this bid shall be the lowest responsible Project Total Lump Sum Bid Amount (Base Bid "A" + Base Bid "B").**

It is intended that a contract will be awarded to the successful bidder by St. Johns County for the Base Bid "A" amount, and that the successful bidder shall be required to contract separately with the City of St. Augustine for the work specified for the bid amount shown as Base Bid "B".

BID NO: 19-15

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

No.: 1 Date Received: 4-5-19

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 the Project Total 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: 19-15

CORPORATE/COMPANY

Full Legal Company Name: Besch and Smith Civil Group, Inc. (Seal)

By: Nicole Besch Nicole Besch President
Signature of Authorized Representative (Name & Title typed or printed)

By: Eddie Smith Eddie Smith Vice President
Signature of Authorized Representative (Name & Title typed or printed)

Address: 345 Cumberland Industrial CT., St. Augustine FL 32095

Telephone No.: 904 260-6393 Fax No.: 904 338-0226

Email Address for Authorized Company Representative: nicky@beschandsmith.com

Federal I.D. Tax Number: 433168567 DUNS #: 0115113965
(If applicable)

INDIVIDUAL

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

Address: N/A

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-1" – St. Johns County List of Proposed Sub-Contractors/Suppliers
Attachment "D-2" – City of St. Augustine 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
Attachment "J" – Certificate of Compliance with Florida Trench Safety Act
Attachment "K" – Sworn Statement on Public Entity Crimes
Attachment "L" – Schedule of Values
Bid Bond Form
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D-1", "D-2", "E", "F", "G", "H", "I", "J", "K", "L", 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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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 Nicole Besch who being duly sworn, deposes and says he is President (Title) of the firm of Besch and Smith Civil Group, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-15; Ravenswood Drive Drainage Improvements, 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.

Besch and Smith Civil
(Bidder)
Group, Inc.
By: Nicole Besch
President
(Title)

Sworn and subscribed to me this 17 day
of April, 2019.

Notary Public:

Thomas A Howard

Signature

Thomas A Howard

Printed

THOMAS A. HOWARD
Notary Public, State of Florida
My Comm. Expires Jan. 07, 2020
Commission No. FF930715

My commission Expires: 1/7/20

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

©

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

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

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

C

①

Jimmy Patronis
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



Casia Sisco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT:

Nicole E Besch
345 Cumberland Industrial Ct.
St. Augustine FL 32095

BUSINESS ORGANIZATION: Besch and Smith Civil Group Inc

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2018
Type: 09
Class: 14
County: St. Johns
License/Permit #: FPC11-000042
Expiration Date: 06/30/2020



Jimmy Patronis
Chief Financial Officer

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE

2018/2019 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN CONSPICUOUS PLACE

ACCOUNT 52993

EXPIRES September 30, 2019

TYPE OF

BUSINESS 000532

UNDERGROUND UTILITIES

BUSINESS 2148 WATERPLANT RD

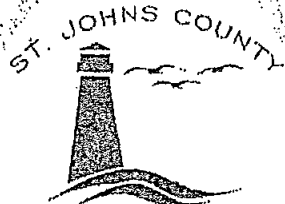
ADDRESS ST AUGUSTINE FL 32092

BUSINESS BESCH AND SMITH CIVIL GROUP INC

NAME OWNER BESCH AND SMITH CIVIL GROUP INC

MAILING 2148 WATERPLANT RD

ADDRESS ST AUGUSTINE FL 32092



TAX COLLECTOR

CUC1224085

X NEW BUSINESS
TRANSFER

ORIGINAL TAX 18.00

AMOUNT 18.00

PENALTY .00

COLLECTION COST

TOTAL 18.00

DENNIS W. HOLLINGSWORTH

ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise agreement, or county commission, state or federal permission or authority is required by county, state or federal law.

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-8145034-0001-0001 501 08/24/2018 18.00



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BESCH, NICOLE ELAINE

BESCH AND SMITH CIVIL GROUP INC
345 GUMBERLAND INDUSTRIAL CT
SAINT AUGUSTINE FL 32095

LICENSE NUMBER: CUC1224085

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.

**2018-2019 BUSINESS TAX RECEIPT****DUVAL COUNTY TAX COLLECTOR**

231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370

Phone: (904) 630-1916, option 3; Fax: (904) 630-1432

Website: www.coj.net/tc; Email: taxcollector@coj.net

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.

This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2018 through September 30, 2019.

BESCH, NICOLE ELAINE
BESCH AND SMITH CIVIL GROUP INC
345 CUMBERLAND INDUSTRIAL CT
ST AUGUSTINE, FL 32095

ACCOUNT NUMBER: 200531**LOCATION ADDRESS:** 345 CUMBERLAND INDUSTRIAL CT
ST AUGUSTINE, FL 32095**DESCRIPTION:** QUALIFYING AGENT, CONTRACTORS**STATE LICENSE NO.:** CUC1224084**COUNTY RECEIPT DESC:** QUALIFYING AGENT, CONTRACTORS**COUNTY TAX:** 0.00**MUNICIPAL RECEIPT DESC:** MC 772.325**MUNICIPAL TAX:** 100.00**TOTAL TAX PAID:** 100.00**VALID UNTIL September 30, 2019******* ATTENTION *******THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.****CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

DUVAL COUNTY TAX COLLECTOR**THIS BECOMES A RECEIPT AFTER VALIDATION.****PAID-4123907.0001-0001 Y02 07/23/2018 100.00**



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

April 23, 2018

BESCH AND SMITH CIVIL GROUP INC
345 CUMBERLAND INDUSTRIAL CT.
ST. AUGUSTINE, FLORIDA 32095

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:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, UNDERGROUND UTILITIES (WATER & SEWER)

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

C

ATTACHMENT "D-1"

ST. JOHNS COUNTY - LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

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]

Listing of Prequalified Contractors

Contractor with Name KUDZUE 3 TRUCKING INC.
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
KUDZUE 3 TRUCKING INC. F202325377004 EXPIRES: 6/30/2019	P.O. BOX 1799 YULEE, FL 32041 (904)388-7838	P.O. BOX 1799 YULEE, FL 32041 (904)388-7838
WORK CLASSES		
FLEXIBLE PAVING	HOT PLANT-MIXED BITUM. COURSES	

ATTACHMENT "D-2"

CITY OF ST. AUGUSTINE - LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

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:

C.

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 19-15; Ravenswood Drive Drainage Improvements

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

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

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and 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:

Bosch and Smith Civil Group, Inc.

Authorized Representative(s) :

Nicole Besch

Signature

Nicole Besch/President

Print Name/Title

Eddie Smith

Signature

Eddie Smith/Vice President

Print Name/Title

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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

Besch and Smith Civil Group, Inc. 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.

Nicole Beech

Signature

4-17-19

Date

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "G"

PROOF OF INSURANCE

(Attach or insert copy of "Certificate of Insurance" here)



CERTIFICATE OF LIABILITY INSURANCE

BESCAND-01

SESSER

DATE (MM/DD/YYYY)

4/15/2019

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 Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Sue Esser		
	PHONE (A/C, No, Ext): (904) 353-3181	FAX (A/C, No): (904) 353-5722	
	E-MAIL ADDRESS: SEsser@cwppowellins.com		
INSURED Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct St. Augustine, FL 32095-8953	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Ins Co		24112
	INSURER B: Zenith Insurance Co		13269
	INSURER C: Axis Surplus Insurance Co		
	INSURER D: XL Specialty Insurance Co		37885
	INSURER E:		
INSURER F:			

COVERAGES		CERTIFICATE NUMBER:		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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes Contractual ☒ Bkt AI & WOS GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	X	CMM7174895	9/15/2018	9/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 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 ☒ Incl: Contractual	X	X	CMM7174895	9/15/2018	9/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X	X	CMM7174895	9/15/2018	9/15/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	Z127431004	10/18/2018	10/18/2019	☒ 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
C	Pollution Liability			EMP18000100-01	11/24/2018	11/24/2019	Each Incident 2,000,000
D	L/R Eq - \$1000 Ded			UM00022802MA19A	2/3/2019	2/3/2020	\$5000 Theft Ded 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As respects all policies except Workers Compensation St. Johns County Board of County Commissioners are included as additional insured as required by written agreement. 30 Days notice of cancellation applies.

CERTIFICATE HOLDER	CANCELLATION
St. Johns County Board of County Commissioners 500 San Sebastian View Saint Augustine, FL 32084	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance;

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. ~~We will not enforce our right against any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.~~ (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) The charge for this endorsement shall be 2.0 percent of the policy premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/18/2017
Insured BESCH AND SMITH CIVIL GROUP, INC.
Policy No. Z127431003
Policy Period 10/18/2017 To 10/18/2018
Issued On 10/19/2017

ZENITH INSURANCE COMPANY - 13145


PRESIDENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
 - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
 - Increased to 80 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments**
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status**
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under SECTION 1, COVERAGES, COVERAGE
A. BODILY INJURY AND PROPERTY DAMAGE
 exclusion a. is replaced with the following:

- a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a) is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft, the following is added:

- (b) An aircraft you do not own provided that:
- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- (b) It is rented with a trained, paid crew; and
- (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j. is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION 1 - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

G. PERSONAL AND ADVERTISING INJURY

Under SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2, Exclusions e. Contractual Liability is deleted.

Under SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Item 1.b. is replaced with the following:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSURED - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

- (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations; new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a, through f, above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.a.(1)(d) is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED, 3.a. is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim; or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A,
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under SECTION V - DEFINITIONS, item 3: is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under SECTION V - DEFINITIONS, item 9. is deleted and replaced with the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item 14, the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

POLICY NUMBER: CMM 7174895

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Automatic status when required by contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right or recovery we may have against the person or organization shown in the Schedule because of payments we make under the Coverage Form. The waiver applies only to the person or organization shown in the Schedule.

CA 70 22 07 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- D. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- E. Airbag Coverage - Accidental Discharge**
- F. Knowledge and Notice of an Accident, Claim or Suit**
- G. Unintentional Failure To Disclose Hazards**
- H. Worldwide Coverage**
- I. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- **Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 70 22**

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, item A:
Coverage, 1: Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "Insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "Insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

E. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. Duties In The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, B. General Conditions, 7. Policy Period, Coverage Territory, subparagraph (5) is deleted and replaced with the following:

- (5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

I. DEFINITIONS

Under **SECTION V - DEFINITIONS**, Item C. is replaced by the following:

- C. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "H"

EXPERIENCE OF BIDDER

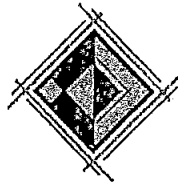
Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past five (5) 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: Besch and Smith Civil Group Inc. 4-17-19
Bidder Nicole Besch Date
Authorized Signature

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



BESCH & SMITH CIVIL GROUP INC.

List of References

CONTRACT NAME AND LOCATION	PROJECT SCOPE	CONTRACT DATE	CONTRACT AMOUNT
CONTRACT NAME: Oakleaf Ballfield Parking Lot Phase I LOCATION: Orange park, Florida CONTACT PERSON: Shawn Thomas PHONE: (904)-541-3815 EMAIL: Shawn.Thomas@claycountygov.com Besch and Smith Staff Members: Nicole Besch, Barry Besch, Eddie Smith, Kris Campbell, Chris Ley, Duane Moore, John Geores, Charles Hitchcock	clearing, earthwork, storm, watermain, sewer, fire main, lift station, base, paving, striping, and signage	June 2017 November 2017	\$732,452.78
CONTRACT NAME: Road Paving and Repairs Various Schools, Phase 2 LOCATION: Jacksonville, Florida CONTACT PERSON: Paul Soares PHONE: (904)-390-2498 EMAIL: SoaresP@duvalschools.org Besch and Smith Staff Members: Nicole Besch, Barry Besch, Eddie Smith, Kris Campbell, Chris Ley, Duane Moore, John Geores, Charles Hitchcock	Clearing and grubbing, demolition, storm drainage, base, paving, striping, signage, fencing, landscaping, and grassing.	June 2017 August 2017	\$421,569.61
CONTRACT NAME: Road Construction of Holloway road from SR 100 to Nichols Road LOCATION: Flora home, Florida CONTACT PERSON: James Cuneo PHONE: (386)-329-0346 ext.4116 EMAIL: james.cuneo@putnam-fl.com Besch and Smith Staff Members: Nicole Besch, Barry Besch, Eddie Smith, Kris Campbell, Chris Ley, Duane Moore, John Geores, Charles Hitchcock	Clearing and grubbing, earthwork, storm drain, concrete ditch paving, base, striping, and grassing.	November 2017 May 2018	\$757,684.91
CONTRACT NAME: Brightman Boulevard Access Road Extension LOCATION: Jacksonville, Florida CONTACT PERSON: Greg Will PHONE: (904)-739-3655 EMAIL: GWill@prosserinc.com Besch and Smith Staff Members: Nicole Besch, Barry Besch, Eddie Smith, Kris Campbell, Chris Ley, Duane Moore, John Geores, Charles Hitchcock	Clearing and grubbing, Earthwork, storm drainage, watermain, sewer, base, paving, striping, signage, and grassing.	November 2017 May 2018	\$640,000.00
CONTRACT NAME: Trailmark- Phases 7 & 8 LOCATION: St. Augustine, Florida CONTACT PERSON: Zach Brecht PHONE: (904)-265-3206 EMAIL: BrechtZ@etmnc.com Besch and Smith Staff Members: Nicole Besch, Barry Besch, Eddie Smith, Kris Campbell, Chris Ley, Duane Moore, John Geores, Charles Hitchcock	Demolition, water main, gravity sewer, storm drainage, base, paving, curb, gutter, sidewalk, striping, signage, and grassing.	November 2017 November 2018	\$3,844,485.20

Besch and Smith Civil Group, Inc.
 345 Cumberland Industrial Court St. Augustine, Florida • 32095
 Telephone - (904) 260-6393 Fax - (904) 338-0226
 www.beschandsmith.com

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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. none
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. none
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.

none

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:

none

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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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: Nicole Besch

Besch and Smith Civil Group Inc.
Bidder

4-17-19
Date

Nicole Besch
Authorized Signature

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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 Nicole Besch, who, being by me first duly sworn, made the following statement:

1. The business address of Besch and Smith Civil Group, Inc. (name of Offeror or business) is 345 Cumberland Industrial Ct, St. Augustine, FL 32095
2. My relationship to Besch and Smith Civil Group, Inc. (name of Offeror or business) is 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 Nicole Besch. 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.)

Besch and Smith Civil Group, Inc.

Name of Business

By: Nicole Besch

Printed Name: Nicole Besch

Title: President

STATE OF Florida
COUNTY OF St. Johns

Sworn to (or affirmed) and subscribed before me this 17 day of April, 2019, by
Nicole Besch, as President of
Besch & Smith Civil Group Inc and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Thomas A. Howard
Notary Public, State of Florida

Printed, typed THOMAS A. HOWARD Commission and expiration:

Notary Public, State of Florida

My Comm. Expires Jan. 07, 2020

Commission No. FF930715

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "L"

SCHEDULE OF VALUES

[Insert schedule of values after this page.]

[Break out "County Costs" (including separate sub-section for County Utilities) vs. City Costs.]

(See attached)

4. At road crossings with the deep 30" pipes, specifically on Ravenswood between West Jayce Way and East Jayce Way intersections, will the Contractor be able to close the road down and detour traffic?

Answer: The County may allow a detour due to the limited space at this location. The awarded Contractor will be required to submit the detour plan to the County for review and approval.

5. There are crossings identified in the plans that are in the same vicinity of another active project. Is the work for these crossings covered under the other project or this one?

Answer: The crossings identified in the construction plans for Bid 19-15 are covered under this project.

6. What is the engineer's estimate for this project?

Answer: St. Johns County Road and Drainage portion, the estimate is \$444,691. The City of St. Augustine Utilities portion, the estimate is \$36,402.

7. Would the water main shutdown be performed with linestops or would existing valves be used to shut down the main to perform the work?

Answer: Existing valves will be used to perform the shutdowns necessary to perform the work. Only a small number of residences will be affected during the shutdowns.

8. Would the water main shutdowns need to be performed at night?

Answer: No.

9. How would the City's 4-inch force main be bypassed/shut down during the work?

Answer: The City's 4-inch force main is served with a single pump station that can be shut down during the work.

THE BID DUE DATE REMAINS April 17, 2019 AT 2:00 P.M.

Acknowledgment

Sincerely,

Nicole Besch 4-17-19
Signature and Date

Diana M. Fye, AS, CPPB
Procurement Coordinator

Nicole Besch / President
Printed Name/Title

Besch and Smith Civil Group Inc.
Company Name (Print)

END OF ADDENDUM NO. 1

COPY

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Besch and Smith Civil Group, Inc. Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Bid Amount 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 April 17, 2019.

For

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS
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.

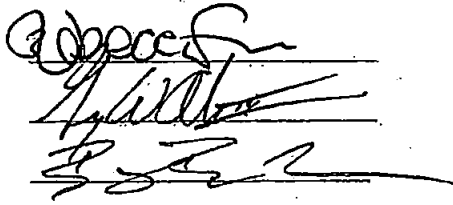
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of April 17 A.D., 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 19-15

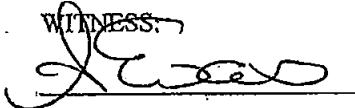
WITNESSES:

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

WITNESSES:



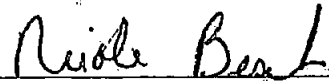
WITNESS:



PRINCIPAL:

Besch and Smith Civil Group Inc

NAME OF FIRM:



SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)



TITLE

345 Cumberland Industrial Court

BUSINESS ADDRESS

St Augustine FL 32095

CITY

STATE

SURETY:

Merchants Bonding Company

CORPORATE SURETY



ATTORNEY-IN-FACT (AFFIX SEAL)

PO Box 14498

BUSINESS ADDRESS

Des Moines IA 50361

CITY

STATE

Cecil W Powell & Company Inc.

NAME OF LOCAL INSURANCE AGENCY

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Eddie Smith, 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 Nicole Besch of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Eddie Smith
Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Robert T. Theus 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 Merchants Bonding Company to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 17th day of April, 2019, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires: 4/29/2022

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

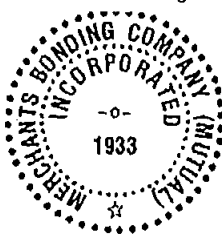
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 27th day of April, 2017



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

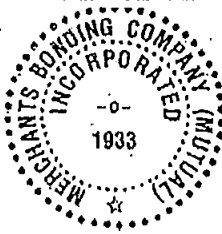
Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of April, 2019



William Warner Jr.
Secretary



St. Johns County Board of County Commissioners

Purchasing Division

April 5, 2019

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 19-15; Ravenswood Drive Drainage Improvements

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, 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.

A. QUESTIONS:

1. The substantial completion date of eighty (80) days is pretty tight. Would you consider revising this time-frame? Are there any restrictions with this project that requires the eighty (80) day schedule for completion?

Answer: The intention with the schedule was to have the project completed as quickly as possible to avoid impact on school bus routing. The contract duration will be revised to one hundred twenty (120) consecutive calendar days.

2. Could the school bus traffic be detoured?

Answer: A detour plan would have to be submitted by the Contractor for the School Board's review and approval.

3. Regarding Maintenance of Traffic (MOT) the construction plans (Sheet 26) indicate use of a message board regarding dates of traffic shift. Is a traffic shift necessary, and is there room to do so? Please clarify.

Answer: "Traffic shift" should be interpreted as a generic term for a change in conditions such as barricades on shoulders, temporary detours, etc. Portable Changeable Message Sign (PCMS) text can be altered to reflect the actual change in conditions. This note was not intended to dictate a temporary pavement diversion.

4. At road crossings with the deep 30" pipes, specifically on Ravenswood between West Jayce Way and East Jayce Way intersections, will the Contractor be able to close the road down and detour traffic?

Answer: The County may allow a detour due to the limited space at this location. The awarded Contractor will be required to submit the detour plan to the County for review and approval.

5. There are crossings identified in the plans that are in the same vicinity of another active project. Is the work for these crossings covered under the other project or this one?

Answer: The crossings identified in the construction plans for Bid 19-15 are covered under this project.

6. What is the engineer's estimate for this project?

Answer: St. Johns County Road and Drainage portion, the estimate is \$444,691. The City of St. Augustine Utilities portion, the estimate is \$36,402.

7. Would the water main shutdown be performed with linestops or would existing valves be used to shut down the main to perform the work?

Answer: Existing valves will be used to perform the shutdowns necessary to perform the work. Only a small number of residences will be affected during the shutdowns.

8. Would the water main shutdowns need to be performed at night?

Answer: No.

9. How would the City's 4-inch force main be bypassed/shut down during the work?

Answer: The City's 4-inch force main is served with a single pump station that can be shut down during the work.

THE BID DUE DATE REMAINS April 17, 2019 AT 2:00 P.M.

Acknowledgment

Sincerely,

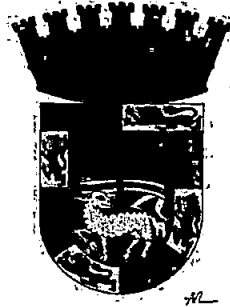
Signature and Date

Diana M. Fye, AS, CPPB
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



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

BID NO: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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

FINAL: 03/5/19

Bid No: 19-15; Ravenswood Drive Drainage Improvements

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BID NO: 19-15**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, April 17, 2019 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 19-15; Ravenswood Drive Drainage Improvements**. 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, equipment, tools, transportation, and supplies required in order to construct a pipe network along Ravenswood Drive to replace the existing ditch system on the south side of the roadway. Work also includes cross drain replacement, erosion control measures, pavement cut/repair, maintenance of traffic, signing, pavement marking, and utility adjustments. The intent is to provide for the construction and completion in every detail of the work described in the Contract Documents. Construction shall be completed in accordance with the Construction Plans, St. Johns County Utility Department (SJCUD) Manual of Water, Wastewater and Reuse Design Standards, Specifications, permit requirements and terms of the Contract. Within the same Bid but funded separately by the City of St. Augustine are utility relocations. Relocation of adjacent private utilities by others shall be accommodated. All work shall be performed in accordance with the plans and specifications.

Minimum Qualifications

Prime Bidder must be fully licensed to do business in the State of Florida, and must have successfully constructed, as a prime contractor or subcontractor, at least three (3) projects of the type, size, and dollar value of the construction proposed for this project, within the past five (5) years. Additionally, the prime or sub-contractor performing the work in the following work classes shall be currently Florida Department of Transportation (FDOT) pre-qualified: (1) Flexible Paving, and (2) Drainage. The prime or subcontractor performing any utility work shall hold a current State of Florida Certified General Contractor or Underground Utility Contractor license.

Copies of current licenses and certifications for the Prime Bidder, and Sub-Contractors must be provided with the submitted Bid Proposal.

Pre-Bid Conference

There will be a Non-Mandatory Pre-Bid Conference on Wednesday, March 27, 2019 at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Conference in order to be eligible to submit a bid for this project. Interested firms are highly encouraged to visit the site prior to the Pre-Bid Conference to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

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 # 19-15. 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, April 3, 2019**, 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 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: 19-15

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 19-15; Ravenswood Drive Drainage Improvements

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.

PRE-BID CONFERENCE

There will be a Non-Mandatory Pre-Bid Conference on Wednesday, March 27, 2019 at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Conference in order to be eligible to submit a bid for this project. Interested firms are highly encouraged to visit the site prior to the Pre-Bid Conference to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

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, April 3, 2019**, 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 **TRIPPLICATE** (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: 19-15; Ravenswood Drive Drainage Improvements**"

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 Project Total Lump Sum Bid amount (Base Bid "A" + Base Bid "B") 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 an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the 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 Total Lump Sum Bid for Base Bid "A", 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.

It is the intent of the County to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project. **The basis of award for this bid shall be the lowest responsible Project Total Lump Sum Bid Amount (Base Bid "A" + Base Bid "B").**

It is intended that a contract will be awarded to the successful bidder by St. Johns County for the Base Bid "A" amount, and that the successful bidder shall be required to contract separately with the City of St. Augustine for the work specified for the bid amount shown as Base Bid "B".

CITY OF ST. AUGUSTINE AWARD

All water and sewer construction owned by the City of St. Augustine ("COSA") shown in the project plans and specifications shall be funded separately by COSA. COSA will issue a separate contract for this work. When submitting monthly invoices, the contractor shall submit separate invoices for "county" and "COSA" work. All COSA-funded work shall be subject to COSA's standard contracting practices, and funding authorization. The contractor shall be fully responsible for coordinating all COSA work with all other project work and that of private utilities working on the project.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications:

Prime Bidder must be fully licensed to do business in the State of Florida, and must have successfully constructed, as a prime contractor or subcontractor, at least three (3) projects of the type, size, and dollar value of the construction proposed for this project, within the past five (5) years. Additionally, the prime or sub-contractor performing the work in the following work classes shall be currently Florida Department of Transportation (FDOT) pre-qualified: (1) Flexible Paving, and (2) Drainage. The prime or subcontractor performing any utility work shall hold a current State of Florida Certified General Contractor or Underground Utility Contractor license.

Copies of current licenses and certifications for the Prime Bidder, and Sub-Contractors must be provided with the submitted Bid Proposal.

Proof of qualifications shall be provided by completing and submitting **Attachment "H"**- Experience of Bidder Form and **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.

Bidders to whom award of a contract is under consideration shall submit to the County, upon request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

Bidders who are debarred or suspended at the time of Bid opening are not eligible and will be deemed unresponsive and unresponsive for this federally funded project. Bidders who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid proposal for this Bid. Bidders must provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" as the prospective Sub-Contractor of the Grant Recipient (St. Johns County) performing services for this project, by completing and submitting Attachment "L" with the submitted bid proposal.

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 forms, **Attachment "D-1"** and **Attachment "D-2"**, 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.

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, **Attachment "J"**, 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.

PUBLIC CONSTRUCTION BOND

The Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. 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.

BOND REQUIREMENTS

County Required Bonds: The successful Bidder shall furnish the required bond, in the form provided herein, covering the faithful performance of the Contract and the payment of all obligations arising thereunder for the full amount of the bid amount plus the amount of any or all alternates that may be awarded in the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties.

Time of Delivery and Form of Bonds

The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder 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 Bidder 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 Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

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

City of St. Augustine Required Bonds: The successful Bidder shall furnish, to the City, a separate bond for 125% of the Base Bid "C" Amount in the form, format, and timeframe, with such acceptable surety as may be agreeable to the City and the Bidder.

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 TIME – LIQUIDATED DAMAGES

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". St. Johns County will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder.

The work to be performed under this Agreement shall be commenced within ten (10) days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within Eighty (80) consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained Thirty (30) consecutive calendar days from the date of substantial completion.

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 contract, 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.....	\$956
Over \$50,000 but less than \$250,000.....	\$964
\$250,000 but less than \$500,000.....	\$1,241
\$500,000 but less than \$2,500,000.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 (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.

TAXES

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

INSURANCE

The Contractor shall not commence work under this 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.

St. Johns County:

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

The Contractor shall maintain during the life of the 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 \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this 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.

City of St. Augustine:

All COSA-funded work on this project shall be fully bonded and insured in accordance with COSA's standard contracting requirements. (See COSA's form of contract). COSA shall be named as an additional insured on all project-related insurance policies covering COSA-funded work.

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.

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

PUBLIC RECORDS

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

END OF SECTION

BID NO: 19-15

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS

BID NO: 19-15

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

PROJECT: RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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: 19-15: Ravenswood Drive Drainage Improvements in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

BASE BID "A" (ST. JOHNS COUNTY):

For: St. Johns County Construction of Drainage Improvements on Ravenswood Drive as per plans and specifications.

\$ _____
Base Bid "A" Total Lump Sum Bid Amount (Numerical)

_____/100 Dollars
Base Bid "A" Total Lump Sum Bid Amount (Amount written or typed in words)

BASE BID "B" (CITY OF ST. AUGUSTINE UTILITY):

FOR: City of St. Augustine WATER & SEWER UTILITY Construction of Drainage Improvements on Ravenswood Drive as per plans and specifications.

\$ _____
Base Bid "B" Total Lump Sum Bid Amount (Numerical)

_____/100 Dollars
Base Bid "B" Total Lump Sum Bid Amount (Amount written or typed in words)

BID NO: 19-15

PROJECT TOTAL LUMP SUM BID PROPOSAL

BASE BID "A" + BASE BID "B"

\$ _____
Project Total Lump Sum Bid Amount (Numerical)

(Amount written or typed in words)

/100 Dollars

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

Time of Substantial Completion to be eighty (80) consecutive calendar days from receipt of Notice to Proceed from Owner. Final completion shall be attained Thirty (30) consecutive calendar days from the date of substantial completion.

The proposed Total Lump Sum Bid Amounts submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Total Lump Sum Bid Prices above shall be the final price charged to the County and the City of St. Augustine for work performed.

It is the intent of the County to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project. **The basis of award for this bid shall be the lowest responsible Project Total Lump Sum Bid Amount (Base Bid "A" + Base Bid "B").**

It is intended that a contract will be awarded to the successful bidder by St. Johns County for the Base Bid "A" amount, and that the successful bidder shall be required to contract separately with the City of St. Augustine for the work specified for the bid amount shown as Base Bid "B".

BID NO: 19-15

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 the Project Total 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: 19-15

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-1" – St. Johns County List of Proposed Sub-Contractors/Suppliers
- Attachment "D-2" – City of St. Augustine 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
- Attachment "J" – Certificate of Compliance with Florida Trench Safety Act
- Attachment "K" – Sworn Statement on Public Entity Crimes
- Attachment "L" – Schedule of Values
- Bid Bond Form
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D-1", "D-2", "E", "F", "G", "H", "I", "J", "K", "L", 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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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: 19-15; Ravenswood Drive Drainage Improvements, 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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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 its governing body.

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

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

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

LICENSE / CERTIFICATION LIST

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

[illegible]

[illegible]

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "D-2"

CITY OF ST. AUGUSTINE – LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 19-15; Ravenswood Drive Drainage Improvements

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

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

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and 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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "G"

PROOF OF INSURANCE

(Attach or insert copy of "Certificate of Insurance" here)

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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 five (5) 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

Date

Authorized Signature

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

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ATTACHMENT "L"

SCHEDULE OF VALUES

[Insert schedule of values after this page.]

[Break out "County Costs" (including separate sub-section for County Utilities) vs. City Costs.]

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

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.: 19-15

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

**SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)**

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY

BID NO: 19-15

SPECIFICATIONS

BID NO.: 19-15; RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

PROJECT DESCRIPTION

The purpose of this project is to construct a pipe network along Ravenswood Drive to replace the existing ditch system on the south side of the roadway. Work also includes cross drain replacement, erosion control measures, pavement cut/repair, maintenance of traffic, signing, pavement marking, and utility adjustments. The intent is to provide for the construction and completion in every detail of the work described in the Contract Documents. Construction shall be completed in accordance with the Construction Plans, St. Johns County Utility Department (SJCUD) Manual of Water, Wastewater and Reuse Design Standards, Specifications, permit requirements and terms of the Contract. Within the same Bid but funded separately by the City of St. Augustine are utility relocations. Relocation of adjacent private utilities by others shall be accommodated. All work shall be performed in accordance with the plans and specifications.

PERMITS

In addition to the requirements of the drawings and specifications, all work shall comply with the requirements and conditions of the above listed permits.

St. Johns County has been issued St. Johns River Water Management District Storm Water Permit No. 155421-1 and is included in this Bid document as **Exhibit "C"**.

The Contractor shall obtain and pay all fees and charges for the permits required by authorities having jurisdiction. Such permits include, but are not limited to: National Pollutant Discharge Elimination System (NPDES), disposal, and dewatering.

SCOPE OF WORK:

For detailed scope of work, refer to **Exhibit "A"** – Technical Specifications and **Exhibit "B"** – Construction Plans of this Bid document.

BID NO: 19-15

EXHIBIT “A”

TECHNICAL SPECIFICATIONS

(Separate Attachment)

BID NO: 19-15

EXHIBIT “B”

CONSTRUCTION PLANS

(Separate Attachment)

BID NO: 19-15

EXHIBIT “C”

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT
155421-1 PERMIT**

(Separate Attachment)

BID NO: 19-15

EXHIBIT “D”

**SAMPLE OF
CITY OF ST. AUGUSTINE
CONSTRUCTION SERVICES
AGREEMENT**

“FOR INFORMATIONAL PURPOSES ONLY”

(Separate Attachment)

SEALED BID MAILING LABEL

BID NO.: 19-15

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

**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: 19-15
BID TITLE:	Ravenswood Drive Drainage Improvements
DUE DATE/TIME:	By 2:00PM – April 17, 2019
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

BID NO: 19-15

EXHIBIT “A”

TECHNICAL SPECIFICATIONS

PROJECT SPECIFICATIONS

01010 – Summary of Work	00
01019 – Contract Considerations	00
01039 – Coordination and Meetings	00
01300 – Submittals	00
01381 – Audio-Video Recording	00
01400 – Quality Control	00
01500 – Construction Facilities and Temporary Controls	00
01560 – Temporary Controls	00
01571 – NPDES Permit Conformance	00
01600 – Material and Equipment	00
01700 – Contract Closeout	00
St. Johns County As-Built Survey Certification	00
100 – Reference Standards	00
101 – Site Preparation and Earthwork, General	00
102 - Maintenance of Traffic	00
104 – Prevention, Control and Abatement of Erosion and Water Pollution	00
110 – Clearing and Grubbing	00
120 – Excavation and Embankment	00
121 – Flowable Fill	00
125 – Excavation for Structures and Pipe	00
160 – Stabilizing	00
285 – Optional Base Course	00
300 – Prime and Tack Coats	00
320 - Hot Mix Asphalt – Plant Methods and Equipment	00
327 – Milling of Existing Asphalt Pavement	00
334 – Superpave Asphalt Concrete	00
339 – Miscellaneous Asphalt Pavement	00
347 - Portland Cement Concrete – Class 1 (Non-structural)	00
425 – Storm Drainage System	00
520 – Concrete Gutter, Curb Elements and Traffic Separator	00
522 – Concrete Sidewalks	00
524 – Concrete Ditch and Slope Pavement	00
536 – Guardrail	00
570 – Performance Turf	00
600 – Traffic Signal System	00
700 – Highway Signing	00
706 – Reflective Pavement Markers	00
710 – Painted Traffic Stripes and Markings	00
711 – Thermoplastic Traffic Stripes and Markings	00
02530 – Dewatering	00

APPENDIX

000

“A” Sample Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity

“B” City of St. Augustine Public Works Department Utility Construction and Dedication Requirements

PROJECT SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Intent of Contract.
- B. Work by Owner.

1.02 INTENT OF CONTRACT

- A. The purpose of this project is to construct a pipe network along Ravenswood Drive to replace the existing ditch system on the south side of the roadway. Work also includes cross drain replacement, erosion control measures, pavement cut/repair, maintenance of traffic, signing, pavement marking, and utility adjustments. The intent is to provide for the construction and completion in every detail of the work described in the Contract Documents. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies, required to complete the work in accordance with the Plans, SJCUD Manual of Water, Wastewater and Reuse Design Standards, Specifications, permit requirements and terms of the Contract.

1.03 WORK BY OWNER

- A. The Owner or the Owner's Representative has received or has applied for and expects to receive, prior to construction, permits from the following agencies:
 - 1. St. Johns River Water Management District Storm Water Permit.
- B. In addition to the requirements of the drawings and specifications, all work shall comply with the requirements and conditions of the above listed permit.

1.04 WORK BY CONTRACTOR

- A. The Contractor shall obtain and pay all fees and charges for the permits required by authorities having jurisdiction. Such permits include, but are not limited to:
 - 1. NPDES.
 - 2. Disposal.
 - 3. Dewatering.
- B. In addition to the requirements of the drawings and specifications, all work shall comply with the requirements and conditions of the above listed permits.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedule of Values.
- B. Application for Payment.
- C. Change Procedures.
- D. Unit Prices.

1.02 RELATED SECTIONS

- A. Standard Fixed Price Agreement-Owner/Contractor Agreement: Contract Sum/Price including Allowances.
- B. Section 01300 - Submittals: Schedule of Values.
- C. Section 01600 - Material and Equipment: Product Substitutions and Alternates.

1.03 SCHEDULE OF VALUES

- A. Submit Schedule of Values in duplicate within ten (10) days after date of Owner-Contractor Agreement
- B. Format: Identify each line item with number and title of the major specification section.
- C. Revise schedule to list approved Change Orders with each Application for Payment.

1.04 APPLICATIONS FOR PAYMENT

- A. Submit four (4) copies of each application on the Form provided by the Owner, Application and/or Certificate for Payment, and attach Schedule of Values. Each application for payment shall be numbered consecutively.
- B. Content and Format: Utilize the Unit Price Schedule in the Bid Form for listing items in Application for Payment.
- C. Payment Period: 30 days.
- D. Include lien release and partial consent of surety forms required by Owner.

1.05 CHANGE PROCEDURES

- A. The Engineer shall advise of minor changes in the work not involving an adjustment to Contract Sum/Price or Contract Time.
- B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, and change in Contract Time for executing the change. Contractor shall prepare and submit quotation within ten (10) days.
- C. The Contractor may propose a change by submitting request for change to the Engineer, describing the proposed change and its full effect on the work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600.
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.
- E. Unit Price Change Order: For predetermined unit prices and quantities, the Change Order shall be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute work under a Construction Change Authorization. Change in Contract Sum or Contract Time shall be computed as specified for Change Orders.
- F. Construction Change Directive: Engineer may issue a directive, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order. The document shall describe changes in the work, and designate the method of determining any change in the Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Execution of Change Orders: Engineer shall issue Change Orders for signature of parties as provided in the Conditions of the Contract.

1.06 UNIT PRICES

- A. Authority: Measurement methods are delineated in the individual specification sections.
- B. The Engineer or his designee shall take measurements and compute quantities accordingly.
- C. Unit Quantities and measurements indicated in the Bid Form are for contract change order purposed only. Actual quantities provided shall determine payment.
- D. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- E. Defect Assessment: The Work, or portions of the Work, not conforming to specified requirements, shall be replaced. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer shall direct an appropriate remedy or adjust payment.

1.07 WARRANTY

- A. In accordance with Standard Fixed Price Agreement Article VII, Section 7.4 and Article XI, Section 11.2.2 the Work shall be warranted for a period of one (1) year from the date of Substantial Completion.
- B. The warranted Work shall include all workmanship and materials/equipment used to accomplish the scope of the work.
- C. All materials and/or equipment provided in accomplishing the Work shall be warranted for a period one (1) year from Substantial Completion or as provided by the manufacturer, which is greater.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Preconstruction conference.
- D. Progress meetings.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- B. Coordinate and notify the City of St. Augustine, Public Works Department concerning any utility construction or adjustments.
- B. Notify utility companies for an on-site verification of service line locations at least 48 hours prior to construction.
- C. Comply with all applicable provisions of permits issued by various governmental agencies in conjunction with the work.
- D. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.
- E. The Contractor shall closely coordinate the removal and replacement of existing overhead and underground facilities (if required).

1.03 FIELD ENGINEERING

- A. The Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to the Engineer.
- B. The Contractor shall establish elevations, lines and levels, utilizing recognized engineering survey.
- C. Upon final completion, the Contractor shall submit as built drawing prepared by a Florida registered Land Surveyor or Professional Engineer certifying that the elevations and locations of the work are in conformance with the Contract Documents. The requirements for As-Built surveys are located after Section 01700 Contract Close-out, in Section 02556 Water and Sewer Transmission/Distribution Mains Installation and in the plans.

1.04 PRECONSTRUCTION CONFERENCE

- A. Owner shall schedule a conference after Notice of Award.
- B. Attendance Required: Owner, Engineer, and Contractor Job Superintendent.
- C. The Contractor will be instructed to contact the City of St. Augustine and schedule a Pre-Construction Meeting as indicated in the Appendix "B" Utility Construction and Dedication Requirements.
- C. Agenda:
 - 1. Distribution of Contract Documents
 - 2. Submission of list of Subcontractors, list of products, Schedule of Values
 - 3. Designation of personnel representing the parties in Contract, and the Engineer.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 5. Scheduling of Construction Activities.

1.05 PROGRESS MEETINGS

- A. Owner shall schedule and administer meetings throughout progress of the work as needed.
- B. Owner shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to participants, and those affected by decisions made.
- C. Attendance Required: Owner to stipulate, Job superintendent, major Subcontractors and suppliers, Engineer or as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measure to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to work.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Shop Drawings and Product Data.
- B. Certificates of Compliance.
- C. Construction Progress Schedule.

1.02 RELATED SECTIONS

- A. Section 01019 - Contract Considerations: Schedule of Values.
- B. Section 01700 - Contract Closeout: Contract warranty and manufacturer's certificates, closeout submittals.

1.03 SHOP DRAWINGS, PRODUCT DATA AND CERTIFICATES OF COMPLIANCE

- A. Prior to commencement of construction, submit five (5) copies each of:
 - 1. Shop Drawings and Product Data:
 - a. Submit Shop Drawings and Approved Materials List to City of St. Augustine as specified in Construction and Dedication Requirements.
 - b. Concrete structures, metal castings and fabrications, and accessories.
 - c. Pipe, fittings, gaskets and accessories.
 - d. Mast Arm Foundation.
 - e. Traffic Signal Equipment.
 - f. Asphaltic Concrete Mix Design.
 - g. Portland Cement Concrete Mix Design.
 - 2. Certificates of Compliance:
 - a. Pipe, fittings, gaskets and accessories.
 - b. Concrete Structures.
 - c. Asphaltic Concrete.
 - d. Portland Cement Concrete.
 - e. Reinforcing Steel.
 - f. Limerock material.
 - g. Traffic Signal Equipment.
 - h. Signing Materials.
 - i. Pavement Marking Materials.
- B. Engineer will return marked copies of shop drawings, product data and certificates of compliance to Contractor within 10 working days of receipt.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 10 days after date of Owner- Contractor Agreement for Engineer review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of work or operation identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01381

AUDIO-VIDEO RECORDING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Furnish all labor, materials and equipment to provide color audio-video recording of all construction areas prior to commencing construction.
- B. Marking the construction/survey base line and stations on the pavement adjacent to the construction area.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work.
- B. Supplementary Conditions: Modifications to the Land Development Code requiring the televising of all drainage pipes installed within roadway right-of-ways/easements (public or private).

1.03 QUALITY ASSURANCE

- A. Audio-video recording shall be performed by a qualified, established audio-video recording firm knowledgeable in construction practices and experienced in the implementation of established inspection procedures.
- B. The Owner reserves the right to reject the audio-video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any recording rejected by the Owner shall be re-recorded at no cost to the Owner.
- C. Under no circumstances shall construction commence until the Owner has received and accepted the audio-video recording.

1.04 COST OF AUDIO-VIDEO RECORDING

- A. Contractor shall pay all costs for specified audio-video recording.
- B. Parties requiring additional audio-video recording will pay the photographer directly.

1.05 MARKING BASELINE STATIONS

- A. Prior to commencing audio-video recording, mark the construction/survey baseline stations on the pavement adjacent to the construction area.
- B. Mark station numbers at 100 foot intervals.
- C. Mark with fluorescent orange paint suitable for use on pavement.

PART 2 - PRODUCTS

2.01 AUDIO-VIDEO DVD'S

- A. Audio-video DVD's shall be professional grade, standard format.
- B. Each DVD shall begin with the Owner's name, project name and number, Contractor's name, date, and location information such as street name direction of travel, viewing side, etc.
- C. Information appearing on the DVD shall be continuous and run simultaneously by computer generated transparent digital information. Editing or overlaying of information at a later date is not acceptable.
- D. Digital information shall include:
 - 1. Upper left corner:
 - a. Contractor's name.
 - b. Day, date and time.
 - c. Project name.
 - 2. Lower left corner:
 - a. Route of travel.
 - b. Viewing side.
 - c. Direction of travel.
 - d. Stationing.
- E. Time shall be accurate to within 1/10 of a second and continuously generated.
- F. Engineering station numbers shall be continuous, accurate and correspond to project stationing. The symbols shall be standard engineering symbols (i.e. 16+64).
- G. Written documentation shall coincide with the information on the DVD so as to make easy retrieval of locations sought for at a later time.
- H. The video system shall have the capability to electronically transfer individual frames of video into hard copy prints or photographic negatives.
- I. Audio shall be recorded simultaneously with the video recording and shall have the same information as on the viewing screen. Special commentary shall be given for unusual conditions of buildings, sidewalks, and curbing, foundations, trees and shrubbery, etc.
- J. All DVD's and DVD boxes shall bear labels containing the following information:
 - 1. DVD number.
 - 2. Owner's name.
 - 3. Date of recording.
 - 4. Project name and number.
 - 5. Location and standing limit of recording.

PART 3 - EXECUTION

3.01 AUDIO-VIDEO RECORDING

- A. Furnish a continuous color audio-video recording along the entire route of the proposed project.
- B. Coverage shall include, but not be limited to, all existing roadways, pavement, sidewalks, curbs, driveways, buildings and structures, aboveground utilities, landscaping, trees, signage and other physical features located within the zone of influence of the construction. The coverage may be expanded if directed by the Engineer.
- C. All audio-video recording shall be done during daylight hours. No recording shall be performed if weather is not acceptable, such as rain, fog, etc.

3.02 DELIVERY OF AUDIO-VIDEO DVD'S

- A. Submit one (1) original and one (1) copy of the completed audio-video DVD to the Engineer.
- B. Engineer will keep the DVD's and will submit to the Owner with project closeout documents.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Inspection and testing laboratory services.

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of Manufacturers Instructions and Certificates.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 INSPECTION AND TESTING LABORATORY SERVICES

- A. The Contractor shall employ services of an independent firm to perform inspection and testing services and shall pay all costs for inspection and testing services.
- B. The testing firm will perform inspections, tests and other services specified in individual specification sections and as required by the Engineer.
- C. The testing firm will submit reports to the Engineer indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Two copies of all test reports will be submitted to the Contractor.
- D. Cooperate with testing firm. Furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Engineer and testing firm 24 hours prior to expected time for operations requiring inspection and testing services.
- E. Retesting required because of non-conformance to specified requirements will be performed by the same testing firm on instruction by the Engineer. Costs for retesting shall be paid by Contractor.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, water, and sanitary facilities.
- B. Construction Facilities: Progress cleaning, protection of installed work, and removal and restoration.

1.02 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Final cleaning.

1.03 TEMPORARY ELECTRICITY

- A. Provide and pay for power service if required from Florida Power and Light.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.

1.05 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specifications Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic from grassed areas.

1.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site weekly and dispose of at county-operated landfill; dispose of hazardous waste at an approved landfill. Pay all fees and charges for disposal of materials at landfills and disposal facilities.

1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above-grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

- B. Remove underground installations to a minimum depth of 2 feet.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01560
TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Water Control.
- B. Dust Control.
- C. Erosion and Sediment Control.
- D. Prevention, Control and Abatement of Erosion and Water Pollution.
- E. Contractor's Responsibilities.

1.02 RELATED SECTIONS

- A. Section 01039 - Coordination and Meetings.
- B. Section 01500 - Construction Facilities and Temporary Controls.
- C. Section 01571 - NPDES Permit Conformance.
- D. Section 104 - Prevention, Control and Abatement of Erosion and Water Pollution.
- E. Section 110 - Clearing and Grubbing.
- F. Section 120 - Excavation and Embankment.
- G. Section 125 - Excavation for Structures.
- H. Section 02530 - Dewatering.

1.03 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.04 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.05 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.06 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

- A. Contractor is cautioned that execution or maintenance of the subject project, which creates turbidity and which directly or indirectly affects the water quality of any waterway to which storm water is discharged in such a manner as to exceed the limitations prescribed in Chapter 17-3 and 17-25, Florida Administrative code, is a violation of the Water Quality Standards of the State of Florida.
- B. Install and maintain silt barriers at all times during construction that siltation or erosion may occur. Remove only after all permanent construction is in place, complete and accepted.
- C. Provide turbidity control devices and practices to control siltation and erosion of waterways. Suggested turbidity control devices and practices are shown on the construction and permit drawings.
- D. Prior to construction, institute a turbidity monitoring program to ensure that state water quality criteria are maintained. This monitoring program must fulfill all relevant permit conditions of the St. Johns River Water Management District Wetland Resource and MSSW permits.
- E. Contractor shall be held liable for any fines levied against the Owner by any regulatory agency for violations of State Water Quality Standards.
- F. Prior to commencing work submit the Notice of Intent (NOI) and upon completion of the work submit the Notice of Termination (NOT) as required by the FDEP NPDES Generic Permit. These requirements are further described in Section 01571 - NPDES PERMIT CONFORMANCE.

1.07 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall comply with all laws, ordinances, rules, regulations and permit requirements bearing on the performance of the work and shall obtain all permits and licenses necessary for the prosecution of the work.
- B. Contractor shall pay all fees and charges required for permits and licenses.
- C. Contractor shall pay all fines, fees, charges and assessments resulting from Contractor's failure to comply with laws, ordinances, rules, regulations and permit requirements whether such fines, fees, charges and assessments are imposed on the Contractor or the Owner.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01571

NPDES PERMIT CONFORMANCE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section specifies requirements for this contract associated with the National Pollutant Discharge Elimination System (NPDES) program of the United States Environmental Protection Agency (EPA).

1.02 GENERAL INFORMATION

- A. The EPA has delegated authority to the Florida Department of Environmental Protection (Department) to administer the federal NPDES stormwater program in all areas of the State of Florida except Indian country lands.
- C. The Department's implementing rules for the NPDES stormwater program are effective October 23, 2000. These rules include amendments to chapters 62-4 Permits, 62-620 Wastewater Facility and Activities Permitting, and 62-621 Generic Permits of the Florida Administrative Code (FAC), as well as a new chapter 62-624 Municipal Separate Storm Sewer Systems. Rules and forms for the NPDES stormwater program are available on the Department's rules website below.
[:http://www.dep.state.fl.us/water/stormwater/npdes/index.htm](http://www.dep.state.fl.us/water/stormwater/npdes/index.htm)
- C. The Department's authority to assume delegation of the NPDES program is set forth in section 403.0885, Florida Statutes (F.S.) and is undertaken pursuant to a Memorandum of Agreement with EPA. Under section 403.0885, F.S., the state-run NPDES program is required to collect permitting fees in an amount sufficient to pay the full cost of operating the program. Permitting fees, including both application fees and annual fees, are set forth in chapter 62-4, F.A.C.
- D. The NPDES stormwater program regulates point source discharges of stormwater from certain municipal and industrial sources, including certain construction activities. Designated large and medium municipal separate storm sewer systems, or MS4s, were previously required by EPA to obtain NPDES permits. Additionally, point source discharges of stormwater from industrial activities identified in 40 CFR 122.26(b)(14) are required to be covered under an NPDES permit, including both defined industrial activities and construction activities that disturb five or more acres of land. The Department has assumed authority for all MS4 permits as well as NPDES stormwater permits for industrial activities within the State of Florida.
- E. Effective May 1, 2003 the Department has adopted a construction generic permit (CGP) under Chapter 62-621, F.A.C., for stormwater discharges from construction activities that disturb one or more acres of land.

1. New and existing construction activities may obtain coverage under the CGP by meeting the qualification requirements of the permit and by submitting an NOI and appropriate permit fee to the Department's Notices Processing Center.
 2. Permit coverage may be terminated by meeting the eligibility requirements for termination specified in the CGP and by submitting a Notice of Termination (NOT) to the Notices Processing Center.
- F. Construction activities currently covered under the federal NPDES General Permit for Storm Water Discharges from Construction Activities will be required to obtain coverage under the state CGP unless construction at the site has been completed and eligibility requirements to terminate coverage are met.

1.03 SPECIFIC REQUIREMENTS

- A. Specific requirements of the NPDES stormwater program are contained in the CGP.
- B. Rules, forms and other information, including the following, are available at the Department's website noted in Paragraph 1.02 B.
1. The CGP entitled Generic Permit for Stormwater Discharge from Large and Small Construction Activities, May 2003.
 2. Sample Storm Water Pollution Prevention Plan with suggested formats for certain of the certifications, notifications and inspection records required to be kept under the CGP requirements.
 3. The Notice of Intent and Notice of Termination forms.
- C. When the construction activity has ceased and all areas affected by the Work are stabilized, the Contractor shall prepare, certify and submit the required Notice of Termination to the Department, the local authority having jurisdiction, and to the St. Johns River Water Management District. Final Payment Application will not be processed in the absence of the required submissions.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 RELATED SECTIONS

- A. Instructions to Bidders: Product options and substitution procedures.
- B. Section 01400 - Quality Control: Product quality monitoring.

1.03 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter:
 - 1: Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
 - 2. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.06 PRODUCT OPTIONS

- A. Products specified by reference standards or by description only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.07 SUBSTITUTIONS

- A. Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

- D. A request constitutes a representation that the Contractor:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the Substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit three (3) copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 3. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final restoration of right-of-way.
- C. Adjusting.
- D. Project record documents.

1.02 RELATED SECTIONS

- A. St. Johns County Development Services As-Built Survey Requirements and Acceptance Procedures.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Engineer shall make inspection with reasonable promptness. If work is incomplete or defective, Engineer shall notify Owner and Contractor to remedy deficiencies.
- C. Upon renotification of completion, Engineer shall reinspect work and, when acceptable, issue Certification of Substantial Completion.
- D. Provide submittals to Engineer that are required by governing or other authorities.
- E. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and remaining sum due.

1.04 FINAL RESTORATION OF RIGHT-OF-WAY

- A. Upon completion of the work, and before acceptance and final payment, the Contractor shall remove from the right-of-way and adjacent property all false work, equipment, surpluses, and discarded materials, rubbish, and temporary structures; shall restore in a acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the work under contract. The placing of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal; however, the Contractor shall be allowed to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by him, adjacent to the project, but no discarded equipment or materials, or rubbish shall be placed on such site.

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

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revision to the Work:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings & product data.
 - 6. Permits.
- B. The Contractor shall furnish a complete set of certified as-builts on Mylar. As-built requirements are included after the end of this section. The cost of furnishing as-builts shall not be a separate bid item. As-builts shall be prepared and sealed by a Florida registered Land Surveyor or Engineer.

1.06 CLOSEOUT SUBMITTALS

- A. When the Engineer has determined that the work is acceptable under the Contract Documents and the Contract fully performed, the Contractor shall prepare and submit his final Application for Payment to the Engineer together with the following:
 - 1. Contractor's lien waiver in the full amount of the Contract Sum.
 - 2. Lien waivers from all Subcontractors and major material suppliers who have furnished material for the work under contract with the Contractor or Subcontractor. The lien waivers shall be in the full amount of the contract involved.
 - 3. Consent of surety to final payment.
 - 4. Evidence of compliance with requirements of governing authorities: Certificates of Inspection from all required agencies and departments.
 - 5. Warranties and Bonds
 - 6. Two (2) sets of signed and sealed as-built drawings, which are to be certified by a Professional Land Surveyor or Engineer registered in the State of Florida. A copy of all pertinent electronic AutoCAD drawings and files on a CD with a completed St. Johns County Utility Department Electronic Drawing File Submittal Form. The As-built drawings should reference the City of St Augustine requirements for the utility relocates. The As-Built submittals for the water and sewer adjustments will be in accordance with the City of St. Augustine's Construction and Dedication Requirements. Note that electronic drawings created in MicroStation or submitted in a version of AutoCAD earlier than v.2000 will not be accepted. Also note that electronic drawings submitted should be saved in a ".dwg" format. Additional submittal and technical requirements are detailed in the "As-built Survey and Acceptance Procedures" and the "Electronic Drawing File Standards and Submittal Form" documents, which are attached directly after this section. Paragraph 1.6 in Section 02556 "Water and Sewer Transmission/Distribution Main Installation" also details technical requirements regarding as-builts.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

**AS-BUILT CERTIFICATION BY REGISTERED PROFESSIONAL
ENGINEER OF RECORD**

Project Name:

Development Permit Number:

I hereby certify that all improvements to the above referenced project and all components of the storm water management system have been built in accordance with the approved plans and specifications on file at St. Johns County and the project is ready for final inspection. Any deviations will not place the site out of compliance with the St. Johns County Land Development Code and furthermore will not prevent the storm water management system from functioning in compliance with the requirements of St. Johns County when properly maintained and operated.

These determinations have been based upon onsite inspection(s) by me or by my designee under my direct supervision and my review of the As-Built drawings accompanying this certification.

Attach a list of all Deviations from the Approved Plans and Specifications. As-builts will not be accepted/approved if substantial deviations are not listed or if the as-built does not coincide with the approved construction plan. Deviations may be approved with proper documentation from the Engineer of Record.

Confirm the Following Approvals:

N/A	Y	N	
_____	_____	_____	DEP Wastewater Acceptance Letter
_____	_____	_____	DEP Water Acceptance Letter
_____	_____	_____	SJRWMD As-Built Notification

_____ Name (Please Print)	_____ Signature
_____ Company Name	_____ Florida Registration Number
_____ Company Address	_____ Date and Seal
_____ City, State, Zip Code	
_____ Telephone Number	

END OF ST. JOHNS COUNTY AS-BUILT REQUIREMENTS

SECTION 100

REFERENCE STANDARDS

1. ROADWAY CONSTRUCTION

1.1 Except as may be otherwise shown on the plans or specified herein, the applicable sections of the Florida Department of Transportation (FDOT), *Standard Specifications for Road and Bridge Construction*, January 2019 edition, as amended, referred to hereinafter as the FDOT Standard Specifications, shall apply. All references in the FDOT Standard Specifications to “the Department” or “Department’s State Materials and Research Engineer at Gainesville” shall be deleted and “The Contract Administrator” inserted. All references to Method of Measurement and Basis of Payment shall be deleted.

1.2 Except as may be otherwise shown on the plans or specified herein, the applicable details of the Florida Department of Transportation (FDOT), *Standard Plans for Road and Bridge Construction* FY2019-20 edition, as amended, referred to hereinafter as the FDOT Standard Plans, shall apply.

1.3 Where a Section Number of the FDOT Standard Specifications or Index Number of the FDOT Standard Plans is referenced, then all other related Section Numbers and Index Numbers shall also apply.

1.4 Where a particular item of Work is not referenced to a specific Section Number of the FDOT Standard Specifications and/or Index Number of the FDOT Standard Plans then the appropriate Section Number of the FDOT Standard Specifications and/or Index Number of the FDOT Standard Plans shall apply.

1.5 The Work covered by the referenced sections of the FDOT Standard Specifications includes all laboratory and field testing specified in the sections.

1.6 Except as may be otherwise shown on the plans or specified herein, The City of St. Augustine Standards and Specifications Design Manual and Details, Issue Date Feb, 2017 shall apply.

2. CONSTRUCTION IN ST. JOHNS COUNTY RIGHT-OF-WAY:

2.1 Except as may be otherwise shown on the plans or specified herein, the applicable sections of the *St. Johns County Land Development Code and Standards and Details*, latest edition, as amended, referred to hereinafter as the LDC, shall apply.

2.2 Where a Part, Section, Article or Paragraph Number of the LDC is referenced, then all other related Part, Section, Article and Paragraph Numbers shall also apply.

2.3 Where a particular item of Work is not referenced to a specific Part, Section, Article or Paragraph Number of the LDC then the appropriate Part, Section, Article or Paragraph Number of the LDC shall apply.

2.4 The Work covered by the referenced Part, Section, Article or Paragraph of the LDC includes all laboratory and field-testing specified in the Part, Section, Article or Paragraph.

END OF SECTION

SECTION 101

SITE PREPARATION AND EARTHWORK, GENERAL

1. GENERAL

1.1 Requirements: Perform all clearing, grubbing and earthwork, including excavating, filling, backfilling and grading indicated and necessary to accomplish the work.

1.2 Shoring and Sheeting: Provide all shoring, sheeting and bracing necessary to properly and safely accomplish the work.

1.3 Dewatering: Provide all dewatering necessary to properly and safely accomplish the work.. See Section 02530 Dewatering.

1.4 Protection of In-Place Structures: Excavations likely to dislocate, misalign, alter, damage, or impair the strength of structures already in place shall be done only after adequate protection has been provided for the in-place structures.

1.5 Protection of Existing Utilities: Exercise caution while proceeding with the work. Locate and protect all utilities from damage. Determine whether other underground utilities such as piping, conduit and cable exist. Should any utilities be found that are not indicated, notify the utility company and the Engineer immediately, and await the instructions of the Engineer before proceeding further with the work in such locations. See Article 4 of this section.

2. DISPOSITION OF MATERIAL

2.1 Title to Materials: Except as otherwise specified, surplus material from excavations, trash, debris, and materials resulting from clearing, grubbing, and other operations shall become the property of the Contractor and shall be disposed of by moving from the site.

3. CLEANUP

3.1 Debris and Rubbish: Remove and transport debris and rubbish in a manner that shall prevent spillage on streets or adjacent areas. Clean up spillage from street and adjacent areas.

3.2 Regulations: Comply with federal, state, and local hauling and disposal regulations.

4. EXISTING UTILITIES - NOTIFICATIONS AND COORDINATION

4.1 Known overhead (OH) and underground (UG) utilities are shown or noted on the drawings, as accurately as available information will permit. Neither the Owner nor Engineer guarantees the information shown or noted nor do they guarantee that utilities other than those indicated do not exist. The following is a list of utility owners/operators that may have utilities within or adjacent to the job site:

Florida Power & Light – OH and UG Electric
AT&T (f/k/a BellSouth) Telephone – OH and UG Telephone
Time Warner Cablevision – OH and UG Cable Television
City of St. Augustine. – UG Water and Sewer
JEA – UG Water and Sewer
JEA – OH and UG Electric
TECO/Peoples Gas System – UG Gas
Comcast Cable

4.2 Not less than two (2) working days and not more than five (5) working days prior to beginning any excavation or demolition, contact Sunshine State One-Call of Florida, Inc. (SSOCOF) at 1-800-432-4770 to request locates of underground facilities. Failure of the Contractor to call SSOCOF prior to digging and failure to conform to all requirements of SSOCOF shall subject the Contractor to all penalties and fines imposed by Florida Statutes.

4.3 Notify each utility owner/operator not less than five (5) working days prior to commencing construction and request that the location of their respective utility or material be located and marked in the field. Should any unidentified utility be encountered, the Contractor shall immediately cease work in the immediate area and notify the Engineer. The Engineer will investigate the condition and propose remedial action. The Contractor is reminded that the laws of the State of Florida require him to notify any gas company which may have underground facilities in the work area at least 48 hours in advance of any digging operation.

4.4 Request line rubber protection (when needed) from Florida Power & Light and JEA at least ten (10) working days in advance.

4.5 Coordination:

4.5.1 The Contractor shall establish liaison with, and coordinate work with, the above noted utility owner/operators to prevent interference with existing overhead and underground utilities.

4.5.2 The Contractor shall at all times conduct his operation so as to minimize interference with the existing utilities. The Contractor shall develop a program in cooperation with the Engineer and interested officials which shall provide for the construction of, and putting into service, the new works in the most orderly manner possible. This program shall be adhered to, except as deviations there from are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes and structures shall be planned so as not to interfere with the operation of the existing utility.

END OF SECTION

SECTION 102

MAINTENANCE OF TRAFFIC

1. GENERAL

1.1 Maintenance of traffic shall be in accordance with Section 102 of the FDOT Standard Specifications, the Series 102-600 Indexes of the FDOT Standard Plans, and the Maintenance of Traffic Plan included in the Contract Drawings.

The individual in charge of maintaining daily traffic control through the work zone shall be FDOT certified in work zone traffic control. The Contractor shall be required to furnish the names and phone numbers of at least two (2) individuals who may be contacted 24 hours a day in the event of an emergency. Traffic control devices as required by the maintenance of traffic plan shall be maintained in proper order at all times throughout the duration of the contract.

Improper traffic maintenance shall be grounds to stop construction until the proper devices and/or controls are implemented.

1.2 Construction on the project shall be accomplished in such a manner as to provide ingress and egress for businesses and residences that do not have access to this property via other public or private streets.

1.3 Should it become necessary to close a travel lane to traffic, the Contractor shall furnish Advance Warning Arrow Panels (Series 102-600 Indexes of the FDOT Standard Plans) until traffic flow can resume.

2. RELATED SECTIONS

2.1 Section 105 - Work in FDOT Right-of-Way.

END OF SECTION

SECTION 104

PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

1. GENERAL

1.1 Prevention, control and abatement of erosion and water pollution shall be in accordance with Section 104 of the FDOT Standard Specifications and Index Nos. 570-001 and 1570-010 in the FDOT Standard Plans.

1.2 Install erosion control and protection devices at the locations and to the dimensions shown on the Contract Drawings

1.3 At the Pre-construction Conference, submit an Erosion Control Plan as a part of the Storm Water Pollution Prevention Plan.

2. RELATED SECTIONS

2.1 Section 01571 - NPDES Permit Conformance.

2.2 Section 110 - Clearing and Grubbing.

2.3 Section 120 - Excavation and Embankment.

2.4 Section 125 - Excavation for Structures.

2.5 Section 02530 - Dewatering.

2.6 Section 02556 - Water and Sewer Transmission/Distribution Mains Installation.

END OF SECTION

SECTION 110

CLEARING AND GRUBBING

1. GENERAL

1.1 Clearing and grubbing shall be in accordance with Section 110 of the FDOT Standard Specifications.

1.2 Clearing and grubbing shall include demolition and removal of existing asphalt pavement, concrete pavement, driveways, sidewalk and curbs, drainage pipe and structures, junction and pull boxes, and miscellaneous concrete items as shown on the Contract Drawings.

1.3 Clearing and grubbing in the designated project easements shall be selective in accordance with Section 110 of the FDOT Standard Specifications.

1.4 Existing lawn irrigation systems may be encountered during construction. Temporary capping and relocation of lines and sprinkler heads may be required prior to final restoration of the systems.

1.4.1 Repair or replace irrigation systems damaged during construction.

1.4.2 Repair and relocation work shall be performed by a qualified irrigation contractor approved by the Engineer or Project Director.

END OF SECTION

SECTION 120

EXCAVATION AND EMBANKMENT

1. GENERAL

1.1 Excavation and embankment shall be in accordance with Section 120 of the FDOT Standard Specifications.

1.2 Excavation and embankment includes shoring, sheeting, bracing and dewatering.

1.3 Perform excavation and embankment to the lines, grades and dimensions shown on the Contract Drawings.

2. RELATED SECTIONS

2.1 Section 01571- NPDES Permit Conformance.

2.2 Section 02530 - Dewatering.

3. DISPOSAL

3.1 Subarticle 120-5.5 Disposal Areas is amended to read as follows:

The disposal of excavated muck, other materials unsuitable for the roadway construction, paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slab, limerock, sidewalks, curb and gutter, etc., shall be disposed of by the Contractor at approved sites within St. Johns County in accordance with all Federal, State and Local laws, ordinances, regulations and rules.

END OF SECTION

SECTION 121

FLOWABLE FILL

1. GENERAL

1.1 Flowable fill as an alternative to compacted soil shall be in accordance with Section 121 of the FDOT Standard Specifications.

1.2 Place flowable fill to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 125

EXCAVATION FOR STRUCTURES AND PIPE

1. GENERAL

1.1 Excavation for structures (including foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures) shall be in accordance with Section 125 of the FDOT Standard Specifications.

1.2 Excavation for structures includes shoring, sheeting, bracing and dewatering.

1.3 Perform excavation to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 160

STABILIZING

1. GENERAL

1.1 Stabilizing the existing subgrade shall be in accordance with Section 160 of the FDOT Standard Specifications.

1.2 Construct stabilized subgrade to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 285

OPTIONAL BASE COURSE

1. GENERAL

1.1 Optional base course shall be in accordance with Section 285 of the FDOT Standard Specifications.

1.2 Construct base course to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 300

PRIME AND TACK COATS

1. GENERAL

1.1 Prime and tack coats shall be in accordance with Section 300 of the FDOT Standard Specifications.

1.2 Apply prime and tack coats to the lines, grades and dimensions shown on the Contract Drawings and at the rates specified.

END OF SECTION

SECTION 320

HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT

1. GENERAL

1.1 Hot Mix Asphalt – Plant Methods and Equipment shall be in accordance with Section 320 of the FDOT Standard Specifications.

END OF SECTION

SECTION 327

MILLING OF EXISTING ASPHALT PAVEMENT

1. GENERAL

1.1 Milling of existing asphalt pavement shall be in accordance with Section 327 of the FDOT Standard Specifications.

1.2 Mill existing asphalt pavement to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 334

SUPERPAVE ASPHALT CONCRETE

1. GENERAL

1.1 Superpave Asphalt Concrete shall be in accordance with Section 334 of the FDOT Standard Specifications.

1.2 Construct Superpave Asphalt Concrete to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 339

MISCELLANEOUS ASPHALT PAVEMENT

1. GENERAL

1.1 Miscellaneous asphalt pavement shall be in accordance with Section 339 of the FDOT Standard Specifications.

1.2 Construct miscellaneous asphalt pavement to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 347

PORTLAND CEMENT CONCRETE - CLASS I (NONSTRUCTURAL)

1. GENERAL

1.1 Portland Cement Concrete - Class I (Nonstructural) for curbs, sidewalks, driveways, endwalls and gravity walls shall be in accordance with Section 347 of the FDOT Standard Specifications.

1.2 Place Class I (Non-structural) concrete to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 425

STORM DRAINAGE SYSTEM

1. GENERAL

1.1 Storm drainage system shall be in accordance with Sections 425 through 450 of the FDOT Standard Specifications.

1.2 Construct storm drainage system to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 520

CONCRETE GUTTER, CURB ELEMENTS AND TRAFFIC SEPARATOR

1. GENERAL

1.1 Concrete gutter, curb elements and traffic separator shall be constructed of Class I concrete, 2500 psi, in accordance with Section 520 of the FDOT Standard Specifications.

1.2 Construct concrete gutter, curb elements and traffic separator to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 522

CONCRETE SIDEWALKS

1. GENERAL

1.1 Concrete sidewalks shall be constructed of Class I concrete, 2500 psi, in accordance with Section 522 of the FDOT Standard Specifications.

1.2 Construct concrete sidewalks to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 524

CONCRETE DITCH AND SLOPE PAVEMENT

1. GENERAL

1.1 Concrete ditch and slope pavement shall be constructed of Class I concrete, 2500 psi, in accordance with Section 524 of the FDOT Standard Specifications.

1.2 Construct concrete ditch and slope pavement to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 536

GUARDRAIL

1. GENERAL

- 1.1 Guardrail shall be in accordance with Section 536 of the FDOT Standard Specifications.
- 1.2 Construct guardrail to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 570

PERFORMANCE TURF

1. GENERAL

1.1 Performance turf including turf materials, fertilizer, water and maintenance shall be in accordance with Section 570 of the FDOT Standard Specifications.

1.2 Establish and maintain performance turf at the locations and to the dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 600

TRAFFIC SIGNAL SYSTEM

1. GENERAL

1.1 Traffic signal system shall be in accordance with Sections 603 through 695 of the FDOT Standard Specifications.

1.2 Install traffic signal system at the locations and to the dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 700

HIGHWAY SIGNING

1. GENERAL

1.1 Highway signing shall be in accordance with Section 700 of the FDOT Standard Specifications.

1.2 Install highway signs at the locations and to the dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 706

REFLECTIVE PAVEMENT MARKERS

1. REFLECTIVE PAVEMENT MARKERS

1.1 Reflective pavement markers shall be in accordance with Section 706 of the FDOT Standard Specifications.

1.2 Install reflective pavement markers at the locations shown on the Contract Drawings.

2. REFLECTIVE FIRE HYDRANT SPOTTERS

2.1 Install a reflective fire hydrant spotter on the pavement in the centerline of the road at each fire hydrant.

2.2 Markers shall be "Fire-Life Hydrant Spotter" (blue color) and adhesive shall be "MarkerGrip" as manufactured by Stimsonite or approved equal.

END OF SECTION

SECTION 710

PAINTED TRAFFIC STRIPES AND MARKINGS

1. GENERAL

1.1 Painted traffic stripes and markings shall be in accordance with Section 710 of the FDOT Standard Specifications.

1.2 Apply painted traffic stripes and markings at the locations and to the dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 711

THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

1. GENERAL

1.1 Thermoplastic traffic stripes and markings shall be in accordance with Section 711 of the FDOT Standard Specifications.

1.2 Apply thermoplastic traffic stripes and markings at the locations and to the dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 02530

DEWATERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Furnishing all labor, materials and equipment, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

1.2 RELATED SECTIONS

- A. Section 01571 - NPDES Permit Conformance (when construction activities disturb one or more acres of land).
- B. Division 2 - Site Work.

1.3 REFERENCE DOCUMENTS

- A. "Sample Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity", FDEP Document No. 62-621.300(2), effective February 14, 2000, as issued and administered by the Florida Department of Environmental Protection and referred to hereinafter as the Generic Permit. A copy of this sample permit is included as an appendix to the Project Manual.

1.4 REGULATORY REQUIREMENTS

- A. The Contractor shall employ services of an independent firm to perform geotechnical exploration in conformance with the Generic Permit parameters for produced ground water.
- B. Discharge of produced ground water from this site shall conform to the requirements of the Generic Permit. These requirements include:
 - 1. Effluent sampling.
 - 2. Effluent testing.
 - 3. Submitting reports of the sampling and testing.
 - 4. Submitting a Notice of Intent (NOI).
 - 5. Submitting a Notice of Termination (NOT).

1.5 EXAMINATION OF THE SITE

- A. The Contractor shall familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner, Owner's Representative nor Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 METHODS AND EQUIPMENT

- A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and stable soils conditions.
- B. The Contractor shall be solely responsible for the layout, location and depths of the dewatering system necessary to accomplish the work described under this specification section.
 - 1. Provide a dewatering system capable of lowering and controlling the groundwater to permit excavation, construction of the structures and the placement of fill and backfill materials, all to be performed under dry conditions.
 - 2. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometer water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.
 - 3. The dewatering system shall be adequate to pre-drain the water bearing strata above and below the bottom of the foundations, storm and sanitary sewer lines, water lines and all other excavations.
- C. An adequate weight of fill material shall be in place prior to discontinuing dewatering operations to prevent buoyance of any structure or pipe.
- D. All dewatering operations shall be in accordance with applicable requirements of all authorities having jurisdiction, including, but not limited to, the Florida Department of Environmental Protection, the St. Johns River Water Management District and county and city agencies.
- E. Remove the system when all ground water control operations are complete.

3.2 DISPOSAL OF WATER

- A. Promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by this or any other Contractor.
- B. Apply for and secure from all authorities having jurisdiction, all permits required for disposal of water resulting from dewatering operations. Pay all fees.
- C. Obtain written permission from the Owner of any property involved before digging ditches or constructing watercourses for the removal of water.
- D. Where excavation and dewatering occur in soils containing clay, silt or other materials produces turbidity in excess of 29 NTU above background at the point of discharge, provide for settling, filtering or other treatment to lower turbidity to this level.
 - 1. If the project contains storm water retention and/or detention systems, these areas may be temporarily used for treatment by capping the bleed-down pipe, pumping discharge in the pond and allowing it to settle prior to discharge.
 - 2. Temporary detention/treatment ponds may also be constructed. Alum and polymeric coagulation agents may be used to aid in settling, provided that pH is adjusted prior to discharge. If such additives are used, submit a dewatering plan to the Engineer for approval and submit pH test data to the Engineer showing that the pH of the effluent conforms to the requirements of the Generic Permit.

3.3 RESTORATION AND REPAIR OF DAMAGED FACILITIES

- A. If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the soil strata, instability of the slopes or damage to the foundations, structures or pipe may occur.
- B. Furnish all labor, materials and equipment required to restore and repair the soil strata, slopes, foundations, structures or pipe damaged as a result of such dewatering system inadequacy or failure.
- C. All restoration and repair work shall be approved by the Engineer and shall be performed at no additional cost to the Owner.

END OF SECTION

APPENDIX A

Sample Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site
Activity (DEP Document 62-621.300(2))

APPENDIX A

(to Section 02530 – Dewatering)

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SAMPLE GENERIC PERMIT

FOR THE

DISCHARGE OF PRODUCED GROUND WATER

FROM ANY NON-CONTAMINATED SITE ACTIVITY

Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity

(1) The facility is authorized to discharge produced ground water from any non-contaminated site activity which discharges by a point source to surface waters of the State, as defined in Chapter 62-620, F.A.C., only if the reported values for the parameters listed in Table 1 do not exceed any of the listed screening values.

Before discharge of produced ground water can occur from such sites, analytical tests on samples of the proposed untreated discharge water shall be performed to determine if contamination exists.

(2) Minimum reporting requirements for all produced ground water dischargers. The effluent shall be sampled before the commencement of discharge, again within thirty (30) days after commencement of discharge, and then once every six (6) months for the life of the project to maintain continued coverage under this generic permit. Samples taken in compliance with the provisions of this permit shall be taken prior to actual discharge or mixing with the receiving waters. The effluent shall be sampled for the parameters listed in Table 1.

Table 1

Parameter	Screening Values for Discharges into:	
	Fresh Waters	Coastal Waters
Total Organic Carbon (TOC)	10.0 mg/l	10.0 mg/l
pH, standard units	6.0-8.5	6.5-8.5
Total Recoverable Mercury	0.012 µg/l	0.025 µg/l
Total Recoverable Cadmium	9.3 µg/l	9.3 µg/l
Total Recoverable Copper	2.9 µg/l	2.9 µg/l
Total Recoverable Lead	0.03 mg/l	5.6 µg/l
Total Recoverable Zinc	86.0 µg/l	86.0 µg/l
Total Recoverable Chromium (Hex.)	11.0 µg/l	50.0 µg/l
Benzene	1.0 µg/l	1.0 µg/l
Naphthalene	100.0 µg/l	100.0 µg/l

(3) If any of the analytical test results exceed the screening values listed in Table 1, except TOC, the discharge is not authorized by this permit.

(a) For initial TOC values that exceed the screening values listed in Table 1, which may be caused by naturally-occurring, high molecular weight organic compounds, the permittee may request to be exempted from the TOC requirement. To request this exemption, the permittee shall submit additional information with a Notice of Intent (NOI), described below, which describes the method used to determine that these compounds are naturally occurring. The Department shall grant the exemption if the permittee affirmatively demonstrates that the TOC values are caused by naturally-occurring, high molecular weight organic compounds.

(b) The NOI shall be submitted to the appropriate Department district office thirty (30) days prior to discharge, and contain the following information:

1. the name and address of the person that the permit coverage will be issued to;
2. the name and address of the facility, including county location;
3. any applicable individual wastewater permit number(s);
4. a map showing the facility and discharge location (including latitude and longitude);
5. the name of the receiving water; and
6. the additional information required by paragraph (3)(a) of this permit.

(c) Discharge shall not commence until notification of coverage is received from the Department.

(4) For fresh waters and coastal waters, the pH of the effluent shall not be lowered to less than 6.0 units for fresh waters, or less than 6.5 units for coastal waters, or raised above 8.5 units, unless the permittee submits natural background data confirming a natural background pH outside of this range. If natural background of the receiving water is determined to be less than 6.0 units for fresh waters, or less than 6.5 units in coastal waters, the pH shall not vary below natural background or vary more than one (1) unit above natural background for fresh and coastal waters. If natural background of the receiving water is determined to be higher than 8.5 units, the pH shall not vary above natural background or vary more than one (1) unit below natural background of fresh and coastal waters. The permittee shall include the natural background pH of the receiving waters with the results of the analyses required under paragraph (2) of this permit. For purposes of this section only, fresh waters are those having a chloride concentration of less than 1500 mg/l, and coastal waters are those having a chloride concentration equal to or greater than 1500 mg/l.

(5) In accordance with Rule 62-302.500(1)(a-c), F.A.C., the discharge shall at all times be free from floating solids, visible foam, turbidity, or visible oil in such amounts as to form nuisances on surface waters.

(6) If contamination exists, as indicated by the results of the analytical tests required by paragraph (2), the discharge cannot be covered by this generic permit. The facility shall apply for an individual wastewater permit at least ninety (90) days prior to the date discharge to surface waters of the State is expected, or, if applicable, the facility may seek coverage under any other applicable Department generic permit. No discharge is permissible without an effective permit.

(7) If the analytical tests required by paragraph (2) reveal that no contamination exists from any source, the facility can begin discharge immediately and is covered by this permit without having to submit an NOI request for coverage to the Department. A short summary of the proposed activity and copy of the analytical tests shall be sent to the applicable Department district office within one (1) week after discharge begins. These analytical tests shall be kept on site during discharge and made available to the Department if requested. Additionally, no Discharge Monitoring Report forms are required to be submitted to the Department.

(8) All of the general conditions listed in Rule 62-621.250, F.A.C., are applicable to this generic permit.

(9) There are no annual fees associated with the use of this generic permit.

End of Appendix to Section 02530

APPENDIX B

City of St. Augustine Public Works Department Utility Construction and Dedication Requirements



Utility Construction and Dedication Requirements (City-Funded Projects)

Read this document carefully, and refer to it throughout the project.

This document, either in its entirety or any individual part, is subject to the project contract documents. In the event of a conflict between this document and the project contract documents, the contract documents shall preside.

PLAN AHEAD. City acceptance of constructed utilities includes completion of all items listed in this document (and applicable to the project). Be advised, the City has a maximum 15-day Review Period for submitted items, and it is your responsibility to plan accordingly. City staff cannot necessarily direct *how* to meet City requirements in all cases. This responsibility rests with the professional consultants and contractors hired for the project. Providing submittals accurately, diligently and on-time is your responsibility. City staff will not be responsible for requesting or managing submittals, or for coordinating or managing construction activities. City staff will make efforts as necessary to work with the professional consultants and contractors hired for the project.

This document is not intended to be all inclusive with respect to all possible requirements specific to each project, but is intended as a checklist to be used before, during and after construction. All utility construction must follow all pertinent sections of the City of St. Augustine Code of Ordinances, and all specifications and details in the City's Standards and Specifications Design Manual and Details (latest edition).

All utility materials must be in strict accordance with any City-approved shop drawings and the City-approved Appendix A - List of Approved Materials and Manufacturer's checklist for the project.

All utility construction must be performed in strict accordance with the contract documents, approved project plans, permits, specifications, materials checklist and shop drawings.

Should conditions vary from those shown on the plans, the contractor shall immediately notify the Project Engineer and the City. City approval of any proposed changes shall be obtained prior to continuing construction.

All plans, forms and other documents must be submitted to the Public Works Department—City Hall—75 King Street—Lobby B—4th Floor – OR be mailed to Public Works—PO Box 210—St. Augustine, Florida 32085-0210, with a cover page clearly identifying the contents and purpose of the submittal and project name. Electronic submittals will not be accepted, unless specifically stated herein or as requested by City staff.

General questions related to the City permitting, review, approval, construction, dedication and acceptance process should be directed to (904) 825-1040. Technical questions related to utility standards or record drawings should be addressed to William G. Mendez, P.E., Engineering Manager at (904) 209-4274 or bmendez@citystaug.com.



City of St. Augustine

Public Works Department

Project: Ravenswood Drive Drainage Improvements - Utility Adjustments

Bid #:
PW Proj #:

NTP Date:

The following is required for the City of St. Augustine to accept dedication of water or sewer improvements. Each of these requirements applies to each project phase.

Items and processes listed herein are intended to follow a diligent and orderly schedule. If significant work stoppage occurs, if significant time lapses between completion of these items, or if consultants, contractors or the project design changes during this process, then additional requirements may be enacted to ensure City standards are met, subject to the project contract documents.

Requirements for City Pre-Construction Meeting:

Pre-Construction Meeting

Pre-Construction Checklist and all required documents must be submitted and approved **prior to scheduling** the Meeting. The Pre-Con Meeting shall be scheduled prior to the start of any construction. Meetings will be

held in the City Public Works Conference Room, subject to City staff member availability. Contact (904) 825-1040 to schedule.

At a minimum, Pre-Con Meeting must be attended by all of the following:

- General Contractor's project superintendent (on-site person responsible for project);
- Utility Contractor's project superintendent (on-site person responsible for project);
- Project Engineer;
- Construction Inspection staff;
- City staff members, as appropriate to the project.

Pre-Construction Checklist (items required prior to scheduling meeting):

☒ **City-approved** – List of Approved Materials and Manufacturers Checklist (Appendix A).

Email your completed Checklist for City courtesy review, prior to submitting required hard copies for final City approval.
(Blank copy available at: <http://www.staugustinegovernment.com/the-city/documents/PubWrks/UtilityManual.cfm>)

☒ **If applicable, City-approved** – Shop Drawings for items **not** listed on above Checklist (**see instructions on Checklist**). (*Email shops for City courtesy review, prior to submitting required hard copies for final approval.*)

☐ **If applicable to project, Backflow Preventer specs and/or Grease Interceptor specs and calculations for City review and approval prior to scheduling pre-construction meeting.** (Email)

☐ **Copies of all permits required from other City departments and/or other government agencies.** (Email)

☐ **FDEP Generic Permit for Discharge of Produced Ground Water from any Non-Contaminated Site Activity.** (Email)

☐ **If applicable to project, approval of City Right-of-Way permit.** (Email)

☒ **List of all contractors and subcontractors (with contact info.) who will perform work on the project.** (Email)

☒ **Proposed list of Pre-Construction Meeting attendees with company and contact information (mailing address, phone number and email address).** (Email)

☒ **State licenses for all contractors and subcontractors who will perform work on the project, as directed by City Purchasing Department.**

☒ **Certificates of Insurance coverage, as directed by City Purchasing Department.**

☒ **Bonds, as directed by City Purchasing Department.**

☐ **If applicable to project, required submittals for Directional Drills per Section 33 of Design Manual.** (Hard-copy)

Work must be performed by the contractors present at Pre-Construction Meeting. No work on City utility systems or within City rights-of-way may be contracted to others, unless approved in advance by the City.



City of St. Augustine

Public Works Department

Project: Ravenswood Drive Drainage Improvements Utility
Adjustments

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Inspections=Flushing=Testing=Connections=Scheduling:

City Inspector must be present for all inspections, utility construction, main flushing, testing and connections, and any other work that occurs over, under or around City utilities. It is the Contractor's sole responsibility to provide proper notification, schedule with the City Inspector, and plan work accordingly. If backfilling occurs prior to City inspection, the City Inspector will require excavation, at Contractor's sole cost, to inspect the work. The City Inspector will not be responsible for managing the Contractor's work methods or work schedule.

CITY INSPECTOR:

Brett Brown Office: (904) 209-4278 Cell: (904) 669-7232 bbrown@citystaug.com

Note, If CEI services are contracted by the City, then "City Inspector" shall mean any Construction Inspector hired by the City and assigned to this project, as an employee and/or on a contractual basis.

Inspections, Testing, Flushing & Connections

Contact City Inspector minimum three (3) working days prior, to schedule utility construction, water/sewer inspections, connections to City utility system, main flushing, directional drills, jack & bores, pressure tests, chlorinating and Bac-T sampling, CCTV inspections, walk-throughs, pump station start-ups, etc. (See Work Scheduling below.)

Shutdowns

Contact City Inspector minimum five (5) working days prior, to schedule shutdowns (see Work Scheduling below).

Locate Wire Continuity Testing and Locator Peg Testing (Email)

Locate wire installation shall be in accordance with City details. Entire locate system shall be inspected by the City Inspector prior to backfilling. After backfilling but prior to paving, test entire locate system by a certified utility locator or licensed electrical contractor, with City Inspector present.

Submit successful continuity test report to the City. Following the test, in the event that earth work or utility work occurs in any area covering the locate wire, then the continuity test will be re-performed.

WORK SCHEDULING

A regular work day is defined as no more than eight (8) working hours, plus time for lunch and work breaks, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. A regular work week is defined as five (5) consecutive calendar days, Monday through Friday, exclusive of holidays. Any work to be performed in excess of or beyond the time limits defined above must have prior approval by the City Engineer no less than 72 hours in advance of the work to be performed. The City shall have 24 hours to review and approve the notification before the work may be started.

If the Contractor desires to carry on work at night, or outside the regular hours defined above, or in excess of eight (8) hours daily, or on Saturdays, Sundays or legal holidays, he must make advance application to the City Engineer (normally allowing at least 72 hours prior to the time of such work), to enable satisfactory arrangements to be made for inspecting the work in progress. If granted permission for such work outside the regular hours, the Contractor shall light the different parts of the work in a manner satisfactory to the City Engineer and shall comply with all regulations.

Connections are generally not allowed on Fridays, weekends and City-recognized Holidays. Shutdowns are preferred on Tuesdays and Wednesdays. Shutdowns are generally not allowed on Fridays, weekends, Holidays and immediately before or after City-recognized Holidays. Shutdowns must be scheduled and approved by the City a minimum of five (5) working days in advance. The City reserves the right to adjust the dates and times of shutdowns to be during non-peak hours. The Contractor is solely responsible for all design, planning, personnel, materials, equipment and contingency plans for shutdowns and connections. The City will review the Contractor's plans for shutdowns and connections prior to granting approval, and the City may request additional information; and alternate plans or schedules as it sees fit.



City of St. Augustine

Public Works Department

Project: Ravenswood Drive Drainage Improvements - Utility Adjustments

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Florida Department of Environmental Protection (FDEP) Clearances:

FDEP Water Clearance

If a FDEP Water Permit was issued for the project, then FDEP Clearance must be obtained prior to connection to the City system and prior to connecting any water services. **Needed for Clearance Request:**

- ☐ Three (3) paper copies of the "Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation" form to the City for signature.
- ☐ Two (2) paper copies of the Preliminary As-builts with BAC-T sample points clearly shown, and labeled to match the BAC-T test reports (City will keep these As-built paper copies for review);
- ☐ Three (3) paper copies of the successful BAC-T test results (City will return 2 copies and keep one);
- ☐ Three (3) paper copies of the successful Pressure Test results (City will return 2 copies and keep one).

City will sign and return two copies of the Clearance Request form along with other documents as noted. It is the Project Engineer's responsibility to transmit the package to FDEP, obtain clearance, and provide a copy of the clearance letter to the City.

FDEP Sewer Clearance

If a FDEP Wastewater Permit was issued for the project, then FDEP Clearance must be obtained prior to placing the new or modified wastewater facilities in service. **Needed for Clearance Request:**

- ☐ Three (3) paper copies of the "Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation" form to the City for review and signature
- ☐ Two (2) paper copies of the Preliminary As-builts (City will keep these As-built paper copies for review);
- ☐ If applicable to the project, three (3) paper copies of the successful Pump Station and/or Force Main Test results, (City will return 2 copies and keep one).
- ☐ If applicable to the project, CCTV reports and video of gravity sewer mains.

The City will sign and return two copies of the Clearance Request form along with other documents as noted. It is the Project Engineer's responsibility to transmit the package to FDEP, obtain clearance, and provide a copy of the clearance letter to the City.

Bill of Sale—Schedule of Values—Warranty—Certifications:

Bill of Sale

(Original – hard-copy)

An original completed, signed, witnessed and notarized Bill of Sale is required to transfer ownership of utilities to be dedicated to the City. A **copy of the Bill of Sale form is available upon request.** Legal or technical questions should be directed to the City Attorney's office, (904) 825-1052.

Final Schedule of Values

(Email)

A final Schedule of Values is required with the Bill of Sale. The Schedule of Values should be provided by the utility contractor, and should contain an itemized list of only the utilities and appurtenances with associated dollar values that are to be transferred to the City with the Bill of Sale.

An example of this document is available upon request.

Warranty Letter

(Original – hard-copy)

An original Letter of Warranty to the City, signed by an authorized Officer of the Contracting company, on the Contractor's letterhead, guaranteeing workmanship, materials and equipment for a period of one year from the date of the letter on all infrastructure and utilities constructed to be dedicated to the City with the project. Letter should be dated within five (5) days following the successful Final Walk-Thru inspection (see below.)

Certifications of Work

(Email)

Certifications of Work from other agencies as appropriate to the project (COE, FDEP, FDOT, SJC, etc.) stating that all work has been completed in accordance with their requirements.



City of St. Augustine

Public Works Department

Project: Ravenswood Drive Drainage Improvements - Utility
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Walk-Thru Inspections—Delivery of Required Spare Parts—Operation & Maintenance Manuals:

Walk-Thru Inspections

A Preliminary Walk-Thru Inspection must be requested by the Contractor, and should be scheduled *after* receipt of Preliminary As-Builts (see below).

Following this walk-thru, if necessary, a memo will be written by the City stating remaining punch list items to be completed by the Contractor prior to the Final Walk-Thru. Additional walk-thru inspections and punch lists will be generated as needed. The Final Walk-Thru Inspection must be requested by the Contractor. Following the successful Final Walk-Thru, a memo will be written by the City stating that a Final Walk-Thru Inspection has been made, and all construction has been completed to City standards with no construction punch list items remaining.

Delivery of all Required Spare Parts for Valves, Hydrants, Pump Stations and Generators; O&M Equipment Manuals

Valves: Contractor shall provide one valve wrench of appropriate length to the City for each project based on depth of deepest valve actuating nut.

Fire Hydrants: The Contractor shall supply one hydrant wrench to the City for every three new hydrants installed. In the event there are less than three hydrants, a minimum of one hydrant wrench shall be supplied.

Pump Stations: One set of all special tools required for normal operation and maintenance shall be provided for each new pumping station. All such tools shall be delivered to the City at or prior to the time of the station start-up test. If secondary sealing systems utilizing epoxy potting compounds are used, then the manufacturer shall supply a cable cap as part of the spare parts for each pump. A spare phase monitor, alternator, motor starter contacts, two pump impellers and wear rings shall be provided.

Generators: Oil Sample Kit – One sample gun kit, Five bottles, Five mailers, Written instructions. The Generator Supplier shall furnish any special tools required for normal operation and maintenance of the equipment being furnished. The Generator Supplier shall furnish two complete spare replacement sets of all filter elements supplied with the generator unit.

O&M Equipment Manuals: Six (6) hard-copy sets of Operation & Maintenance Manuals for all equipment.

Other Close-Out Documentations:

Other Close-Out Documentation (Per Project Contract Documents) (Original – hard-copy)

- ☐ Notification of Completion by the Contractor to the City stating that all claims have been paid, discharged or waived;
- ☐ Warranty of Title, Lien Release, whereby the Contractor warrants and guarantees that title to all work, materials and equipment covered by the Application for Payment shall have passed to the City free and clear of all liens, claims, security interests, and encumbrances;
- ☐ Letter of consent from Surety as to final payment. This in no way relieves obligation to provide performance and payment bonds during the guarantee period;
- ☐ Post-construction photographs and/or video (as required by contract documents.)



City of St. Augustine

Public Works Department

Project: Ravenswood Drive Drainage Improvements - Utility
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As-built Record Drawings

Utility As-builts are expected immediately following utility construction completion. In the event that a deficiency is exposed on the As-builts that was not apparent during the course of normal construction activities, then the City may require that changes be made to the utilities to meet City standards. Any unanticipated costs and time while corrections are made, will not be the responsibility of the City.

City staff will not be responsible for red-lining or marking up As-builts, or for providing As-built data.

The Contractor is solely responsible for proper and correct documentation of all work, and for meeting the As-built requirements listed below. The Contractor shall plan ahead and have their surveyor on-site to record information and data during construction. The City will not accept As-builts that do not clearly and accurately reflect the construction, utilities and materials that were installed, and that do not meet all of the requirements listed below. Any unanticipated costs and time due to inaccurate or incomplete As-builts will not be the responsibility of the City.

Contractor shall provide complete As-builts to the City in accordance with all of the following:

☐ Contractor shall maintain a full-sized set of approved design plans onsite, and shall accurately mark these plans with record information. All as-built information shall be recorded and kept current during the progress of the Work. On a monthly basis, Contractor shall furnish to the City a photocopy "redline" set of drawings identifying those field changes made to the Work to date, along with a photocopy set of associated field notes and photos. Revisions and recording of information on the photocopy drawing set shall be done to scale in red ink clearly and accurately. The City may review and comment on the drawings which shall be incorporated into the next month "redline" as-built submittal. Failure to incorporate changes the following month may result in the rejection of any payment application to the City, denial of certification of completion or denial of acceptance by the City. The field-managed record drawings shall be provided to the City Inspector at any time upon request.

☐ Contractor shall provide access to buried utilities in order to allow for accurate horizontal and vertical measurements by the Surveyor or Engineer as needed. At no time shall the Surveyor or Engineer accept the Contractor's word or sketch to replace onsite survey methods to record as-built data. Should discrepancies exist, at the discretion of the City and at no cost to the City the Contractor shall verify buried utilities.

☐ As-built drawings shall be prepared by revisions to the original, approved design plans. At no time will the design data be accepted as As-built data. As-built drawings shall be based on the engineering design drawings as released for construction and shall include all detail sheets and depict any deviations. The design drawings electronic file shall be furnished to the Contractor by the project Engineer. The as-built drawings electronic file shall remain intact per the design drawings electronic file and be re-drawn/revised to indicate final as-built data (true to scale) and separated from the design features by individual layers as indicated on the City's electronic drawing file standards and submittal form (see Appendix C of the City's Manual). The design drawing layers shall be lightened and/or grayed as to not distract from the as-built layers. Simply changing the coordinates note or just adding notes is not acceptable. Separate as-built drawings are required for water, sewer and stormwater. No as-built drawings will be accepted which contain a combination of the above construction types, unless prior approval by the City is granted.

☐ As-built drawings shall be prepared in Autocad format, and be signed and sealed by a Professional Land Surveyor licensed in the State of Florida. Contractor "red-lines" or "certifications" of the construction plans are not acceptable for the official As-built Drawings.



City of St. Augustine

Public Works Department

Project: Ravenswood Drive Drainage Improvements - Utility
Adjustments

Bid #:
PW Proj #:

NTP Date:

☐ Each sheet of the as-built drawings shall be labeled AS-BUILT in 1" high or larger printed letters and bear the name of the signed as-built certification of the Contractor and the signed and sealed as-built certification of the registered professional Surveyor and Mapper (PSM) and/or registered professional Engineer (PE) who provided the horizontal and vertical dimensions and elevations on the as-built drawings. The signatures shall certify that the as-built drawings do, in fact, reflect true as-built conditions as located under the direct supervision of the registered PSM and/or PE. The drawings shall be certified using the forms provided by the City (see Appendix C of the City's Manual).

☐ As-built record drawings shall, at a minimum, meet current Florida Minimum Technical Standards.

☐ Record drawings shall be provided in [horizontal] NAD 83 State Plane Florida East Coordinate System (US Feet), and [vertical] NAVD 88 Vertical Datum.

☐ The NAVD 88 Vertical Datum and Benchmark information shall be clearly and boldly labeled on each sheet. In the event that the original design plans are on a different vertical datum, then the conversion factor from the design plans to NAVD 88 shall be clearly depicted on each sheet.

☐ Show a minimum of two (2) benchmarks on or adjacent to the project site.

☐ Show minimum of four (4) GPS acquired location points, with northings and eastings, of property corners or existing, prominent site features within or adjacent to the site.

☐ BAC-T sample points shall be clearly shown, and labeled to match the BAC-T test reports.

☐ Provide horizontal and vertical locations of all pipes, lines, valves, appurtenances, fittings, taps, manholes, structures, etc., and all deviations from the design plans. Provide size, material, top of pipe elevations, invert elevations, slope percentages, length and type of all pipes, vertical clearances at each utility crossing. Details shall be furnished for parallel pipe runs where horizontal separation is less than 10 feet.

☐ Provide special detail drawings where installations were not exactly as shown on design plans due to field conditions, or where special detail drawings are required for clarity.

☐ Where design drawings and/or specifications allow options, only the option actually used in the construction shall be indicated as As-built information.

☐ If profiles or cross-sections are part of the design plans, then As-built data shall be shown on each profile or cross-section on the As-built drawings.

Directional Drill Submittals shall follow all requirements in Section 33 of the City's Standards and Specifications Design Manual and Details (latest edition).

☐ For Directional Drills, an As-built Plan & Profile must be provided, showing the design baseline stationing that is tied to existing, fixed, visible sight features, and all recorded locations on the Bore Log, with northings and eastings on Horizontal Datum NAD 83 State Plane Florida East Coordinate System (US Feet). Show all information recorded during the work, including all identified subsurface anomalies.

☐ Directional Drill Bore Log shall be on Vertical Datum NAVD88 and Horizontal Datum NAD 83 State Plane Florida East Coordinate System (US Feet), and be relative to the established surface survey bench mark and baseline stationing that is tied to existing, fixed and visible sight features.

☐ Directional Drill Bore Log shall show recorded X/Y/Z locations of the drill head at minimum every ten (10) feet under State Roads, Railroads, or other significant crossings, or minimum every twenty-five (25) feet in other locations and as specified by the City Inspector.



City of St. Augustine

Public Works Department

Project: Ravenswood Drive Drainage Improvements - Utility Adjustments

Bid #:
PW Proj #:

NTP Date:

PRELIMINARY As-built Submittal consists of:

- ☐ As-built drawings in AutoCAD format (dwg), on NAD 83 State Plane Florida East Coordinate System (US Feet); [Note that drawings are to be located on the State Plane Coordinate system in the Autocad file; City staff will not "move" linework to SPC in the drawing file];
- ☐ Adobe Acrobat (PDF) file of the As-built drawings.
- ☐ Two (2) 24" x 36" paper copies of the As-Built Record Drawings.
- ☐ Plus two (2) paper copies of the Bore Log, for Directional Drills.

(Following City approval of the Preliminary Asbuilts)

FINAL As-built Submittal consists of:

- ☐ One (1) electronic set (CD) containing:
 - ☐ As-built drawings in AutoCAD format (dwg), on NAD 83 State Plane Florida East Coordinate System (US Feet); [Note that drawings are to be located on the State Plane Coordinate system in the Autocad file; City staff will not "move" linework to SPC in the drawing file];
 - ☐ CD shall include all files utilized or referenced by the Autocad drawings, including shape files, fonts, base files, external reference (xref) files, image files, etc.
 - ☐ Excel spreadsheet file containing all surveyed points with Northing, Easting, Elevation, Description;
 - ☐ Adobe Acrobat (PDF) file of the As-built drawings.
- ☐ Plus four (4) paper copies of the Bore Log, for Directional Drills.
- ☐ Four (4) 24" x 36" signed and sealed paper sets of the As-Built Record Drawings.

BID NO: 19-15

EXHIBIT “B”

CONSTRUCTION PLANS

COMPONENTS OF CONTRACT PLANS SET
ROADWAY PLANS

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

ST. JOHNS COUNTY ENGINEERING

CONTRACT PLANS

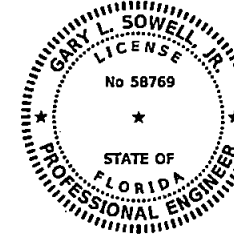
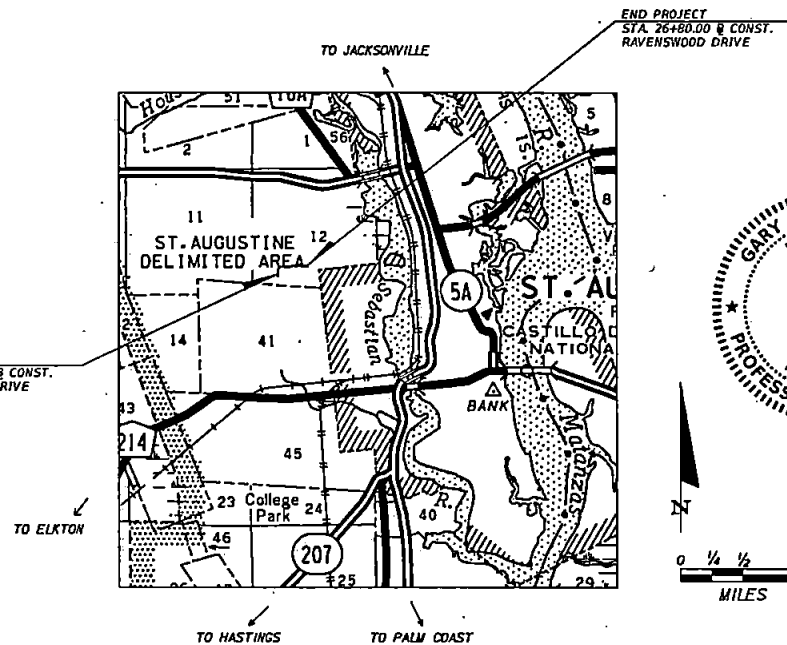
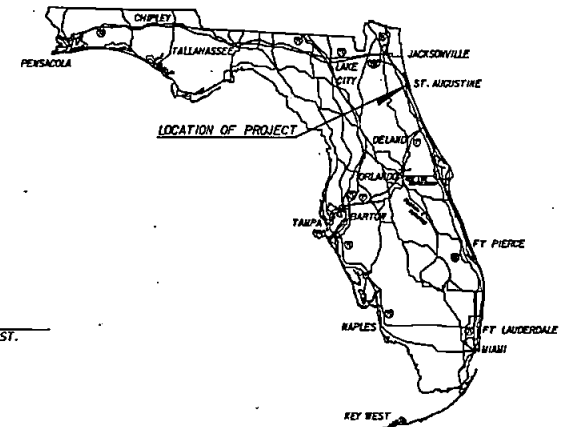
CONTRACT #: RFQ NO: 17-17-03, TO #3
ST. JOHNS COUNTY

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	DRAINAGE MAP
3	TYPICAL SECTIONS
4	SUMMARY OF DRAINAGE STRUCTURES
5	GENERAL NOTES
6	PROJECT LAYOUT
7-10	PLAN/PROFILE SHEETS
11	OPEN ROAD CUT DETAIL
12-23	ROADWAY CROSS SECTIONS
24	SWPPP
25-29	MAINTENANCE OF TRAFFIC
30-32	MAINTENANCE OF TRAFFIC DETAILS
33	SIGNING AND PAVEMENT MARKING PLAN
34-37	UTILITY ADJUSTMENTS
38-41	COSA STANDARD DETAILS AND NOTES

GOVERNING STANDARDS AND SPECIFICATIONS:
ST. JOHNS COUNTY LAND DEVELOPMENT CODE, ST. JOHNS COUNTY
STANDARDS & DETAILS MANUAL, FOOT STANDARD PLANS DATED FY
2008-09, MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2009, AND
FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION DATED JANUARY 2009, AS AMENDED BY CONTRACT
DOCUMENTS.

For Standard Plans modifications go to the following Web site:
<http://www.fdot.gov/design/standardplans/>



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

Gary L Sowell Jr
2019.02.01 08:15:21 -05'00'

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

GARY L. SOWELL, JR., P.E.
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FLORIDA 32207

PLANS PREPARED BY:

ARCADIS

1650 Prudential Drive, Suite 400
Jacksonville, Florida 32207
Phone (904) 721-3991 Fax (904) 861-2450
Certificate of Authorization 7917

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.



ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

2750 INDUSTRY CENTER RD.
ST. AUGUSTINE, FLORIDA 32084
PHONE (904) 209 - 0266

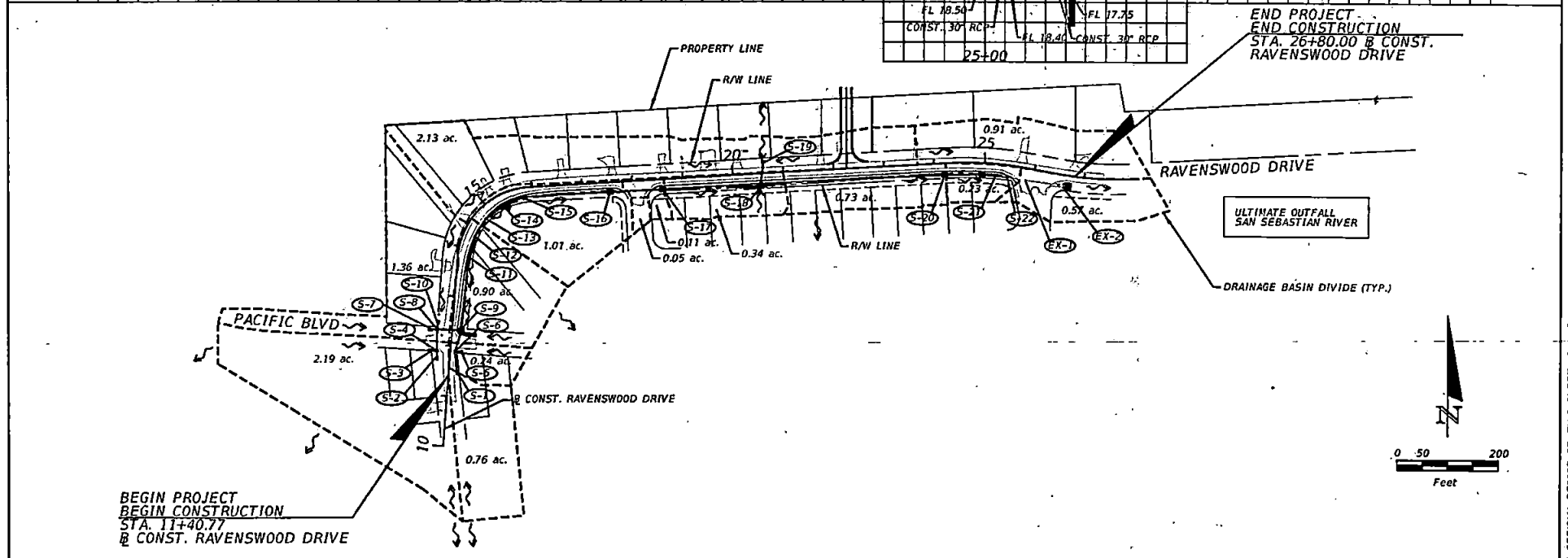
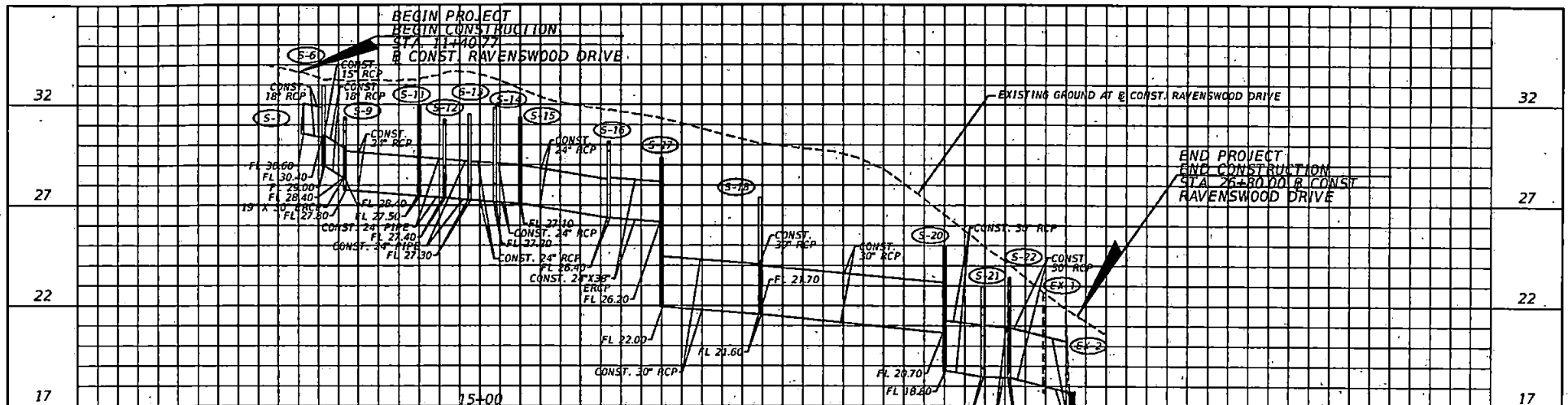
PROJECT MANAGER: DONNIE TACKETT

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

SHEET
NO.

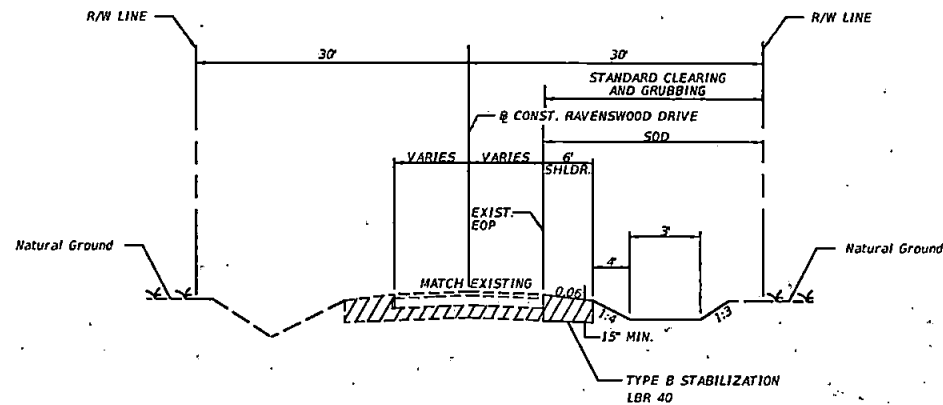
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6005-23.004 F.A.C.



REVISIONS		RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS	GARY L. SOWELL, JR., P.E. P.E. LICENSE NUMBER 58769 ARCADIS U.S., INC. 1650 PRUDENTIAL DRIVE, SUITE 400 JACKSONVILLE, FL 32207 T: 904 721 2991 F: 904 861 2450 CERTIFICATE OF AUTHORIZATION NO.: 7917		COUNTY ST. JOHNS COUNTY PROJECT # RFQ IT-17-03, TO 3		DRAINAGE MAP	SHEET NO. 2
DATE	DESCRIPTION							

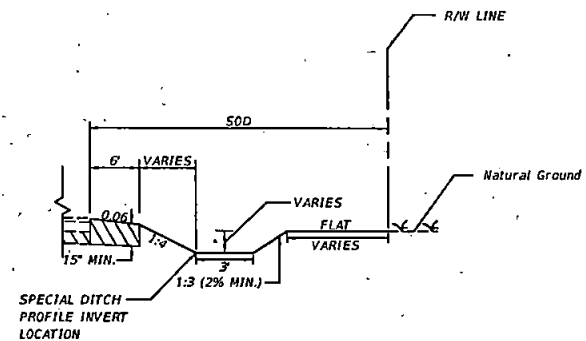
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 68G05-23.004 F.A.C.



TYPICAL SECTION
RAVENSWOOD DRIVE
STA. 12+30.00 - STA. 25+60.00
N.T.S.

INCIDENTAL RECONSTRUCTION

REFER TO OPEN ROAD CUT DETAIL FOR PAVEMENT DESIGN



SPECIAL DITCH - RT
STA. 12+30.00 - STA. 20+00.00
STA. 25+00.00 - STA. 25+45.00
N.T.S.

REVISIONS		
DATE	BY	DESCRIPTION

RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
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1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917



COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ IT-17-03, TO 3

TYPICAL SECTION

SHEET
NO.
3

GENERAL

1. THE LOCATION OF THE UTILITIES SHOWN ON PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY COORDINATION WITH THE UTILITY COMPANY PRIOR TO CONSTRUCTION.
2. UTILITIES ARE TO BE ADJUSTED BY THE OWNER OF THE UTILITIES, AS NECESSARY.
3. ALL EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
4. ANY PORTION OF EXISTING R/W DISTURBED SHALL BE REDRESSED AND SODDED TO MATCH EXISTING. IF GRASS IS NOT CURRENTLY ESTABLISHED, INSTALL BERMUDA SOD.
5. TREE REMOVAL IS TO BE INCLUDED IN THE COST FOR CLEARING AND GRUBBING.
6. ANY SIGN OR SIGN POST DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.
7. MAILBOXES TO BE RELOCATED AND MAINTAINED PER POSTMASTER INSTRUCTIONS. REGULATORY SIGNAGE TO BE MAINTAINED PER MUTCD.
8. COORDINATE ALL FENCE AND MAILBOX RELOCATIONS WITH PROPERTY OWNERS & U.S.P.S..
9. DENSITY TESTING WILL BE REQUIRED ACCORDING TO ST. JOHNS COUNTY STANDARDS.
10. ACCESS TO EXISTING DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES.
11. REPORT ANY UNFORESEEN CONDITIONS TO THE ENGINEER. DEVIATIONS FROM PLANS MUST BE PRE-APPROVED BY ENGINEER.
12. NPDES PERMIT TO BE FILED TO FDEP 48 HOURS PRIOR TO CONSTRUCTION.
13. WMD PERMIT IS ON FILE WITH THE SJC ENGINEERING DIVISION.
14. PERMITS MUST BE CLOSED OUT BY THE ENGINEER AFTER FINAL INSPECTION.
15. ALL DISTURBED FENCING MUST BE REPLACED IN KIND TO THE ORIGINAL CONDITION OR BETTER.
16. THE CONTRACTOR SHALL GIVE THE PROPERTY OWNERS WRITTEN NOTIFICATION OF ANY RELOCATION OR REPLACEMENT OF ANY FENCES, SHRUBS OR OTHER PERSONAL ITEMS OUT OF THE CONSTRUCTION LIMITS ONE MONTH PRIOR TO CONSTRUCTION ACTIVITIES BEGINNING. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE COMPENSATED BY REPLACEMENT OF THE FEATURE(S).
17. THE CONSTRUCTION AND PLACEMENT OF ANY CURB CUT RAMPS OR LANDING PADS WITHIN ST. JOHNS COUNTY RIGHT OF WAYS SHALL AT A MINIMUM ADHERE TO THE STANDARDS AS SET FORTH BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX 522-002, SHEETS 1 THROUGH 8, AND 28 CODE OF FEDERAL REGULATIONS (CFR) PART 36, APPENDIX A LATEST REVISION, FLORIDA ACCESSIBILITY CODE, AS WELL AS APPLICABLE COUNTY REQUIREMENTS; LDC SECTION 6.04.02.C. DETECTABLE WARNING SURFACES SHALL MEET ST. JOHNS COUNTY STANDARDS. CONTACT THE ENGINEERING DIVISION FOR FURTHER INFORMATION AT 904-209-0110.
18. CONTRACTOR SHALL PROVIDE A HIGH RESOLUTION COLOR VIDEO OF PROPOSED STORM SYSTEM UPON COMPLETION.
19. CONTRACTOR SHALL PROVIDE A PRE-CONSTRUCTION VIDEO FOR PROJECT LIMITS AND ADJACENT PROPERTIES TO THE ST. JOHNS COUNTY PROJECT MANAGER PRIOR TO CONSTRUCTION.
20. CONTRACTOR TO EMPLOY A QUALIFIED GEOTECHNICAL TESTING FIRM FOR MATERIAL TESTING INCLUDING CONCRETE, ASPHALT, EMBANKMENTS, ETC.
21. CONCRETE DRIVEWAYS TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 000-515.
22. SIDEWALKS TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 522-001.
23. ALL OPEN ROAD CUTS WILL COMPLY WITH SJC STANDARD DETAIL NO. 201 (OPEN ROAD CUTS/COMPACTED FILL). MINIMUM ASPHALT THICKNESS SHALL BE 3".
24. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

SIGNING AND MARKING

1. PAY ITEM NUMBERS ARE PROVIDED ONLY FOR THE PURPOSE OF DESCRIBING THE WORK TO BE PERFORMED. PAY ITEM DESCRIPTIONS ARE FOUND IN THE FDOT BASIS OF ESTIMATES HANDBOOK AND THE PROJECT SPECIFICATIONS PACKAGE.
2. ALIGNMENT OF PROPOSED PAVEMENT MARKINGS SHALL MATCH EXISTING PAVEMENT MARKINGS AT PAVEMENT MARKING LIMITS OF CONSTRUCTION.
3. ALL EXISTING SIGNS SHALL REMAIN, UNLESS OTHERWISE NOTED.
4. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC.

ABBREVIATIONS

DPI DITCH PROFILE INVERT.

LEGEND

 SEDIMENT BARRIER

REVISIONS

DATE	BY	DESCRIPTION

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917



COUNTY
ST. JOHNS
COUNTY PROJECT
RFQ IT-17-03, TO 3

GENERAL NOTES

SHEET
NO.
5

CURVE DATA RAVEN1

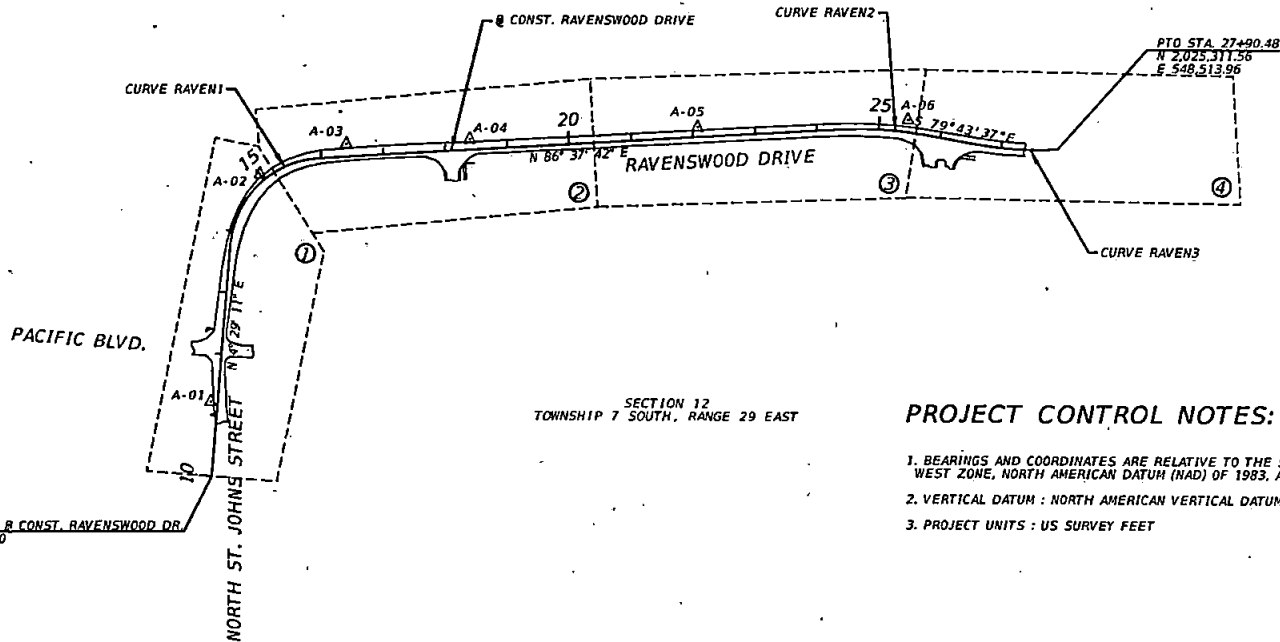
PI STA. = 15+10.76
 Δ = 82° 08' 31" (RT)
D = 38° 11' 50"
T = 130.72
L = 215.05
R = 150.00
PC STA. = 13+80.04
PT STA. = 15+95.09

CURVE DATA RAVEN2

PI STA. = 25+05.44
 Δ = 13° 38' 41" (RT)
D = 9° 59' 14"
T = 68.63
L = 136.62
R = 576.69
PC STA. = 24+36.81
PT STA. = 25+73.43

CURVE DATA RAVEN3

PI STA. = 27+22.88
 Δ = 13° 33' 58" (LT)
D = 9° 59' 14"
T = 68.24
L = 135.83
R = 573.69
PC STA. = 26+54.65
PT STA. = 27+90.48



PROPOSED CHAIN R CONST. RAVENWOOD DR
PTO STA. 10+00.00
N 2,024,776.11
E 547,152.02

SECTION 12
TOWNSHIP 7 SOUTH, RANGE 29 EAST

PROJECT CONTROL NOTES:

1. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983, ADJUSTMENT OF 2011 (NAD 83/2011)
2. VERTICAL DATUM : NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88)
3. PROJECT UNITS : US SURVEY FEET

HORIZONTAL PROJECT CONTROL POINTS

CONTROL POINT	(Y) NORTHING	(X) EASTING	LATITUDE	LONGITUDE	CHAIN NAME	STATION	OFFSET	DESCRIPTION
A-01	2024898.04	547150.40	29°54'11.61"	-81°20'38.65"	RAVENWOOD	11+21.43	-11.16	SET 1/2" IRON ROD WITH RED CAP
A-02	2025267.26	547228.99	29°54'15.26"	-81°20'37.77"	RAVENWOOD	15+00.45	-10.75	SET 1/2" IRON ROD WITH RED CAP
A-03	2025316.37	547368.10	29°54'15.75"	-81°20'36.19"	RAVENWOOD	16+42.02	-20.65	SET 1/2" IRON ROD WITH RED CAP
A-04	2025324.43	547566.89	29°54'15.84"	-81°20'33.93"	RAVENWOOD	18+40.94	-17.00	SET 1/2" IRON ROD WITH RED CAP
A-05	2025344.64	547933.98	29°54'16.05"	-81°20'29.76"	RAVENWOOD	22+08.58	-15.59	SET 1/2" IRON ROD WITH RED CAP
A-06	2025358.45	548272.98	29°54'16.20"	-81°20'25.91"	RAVENWOOD	25+44.72	-19.91	SET 1/2" IRON ROD WITH RED CAP

LEGEND

B : BASELINE
E : EAST
LT : LEFT
OFF. : OFFSET
N : NORTH
POT : POINT OF TANGENT
RT : RIGHT
S.R. : STATE ROAD
STA : STATION
SIR TR : SET 1/2" IRON ROD WITH RED CAP

REVISIONS

DATE	BY	DESCRIPTION

RAVENWOOD DRIVE DRAINAGE IMPROVEMENTS

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COUNTY

ST. JOHNS

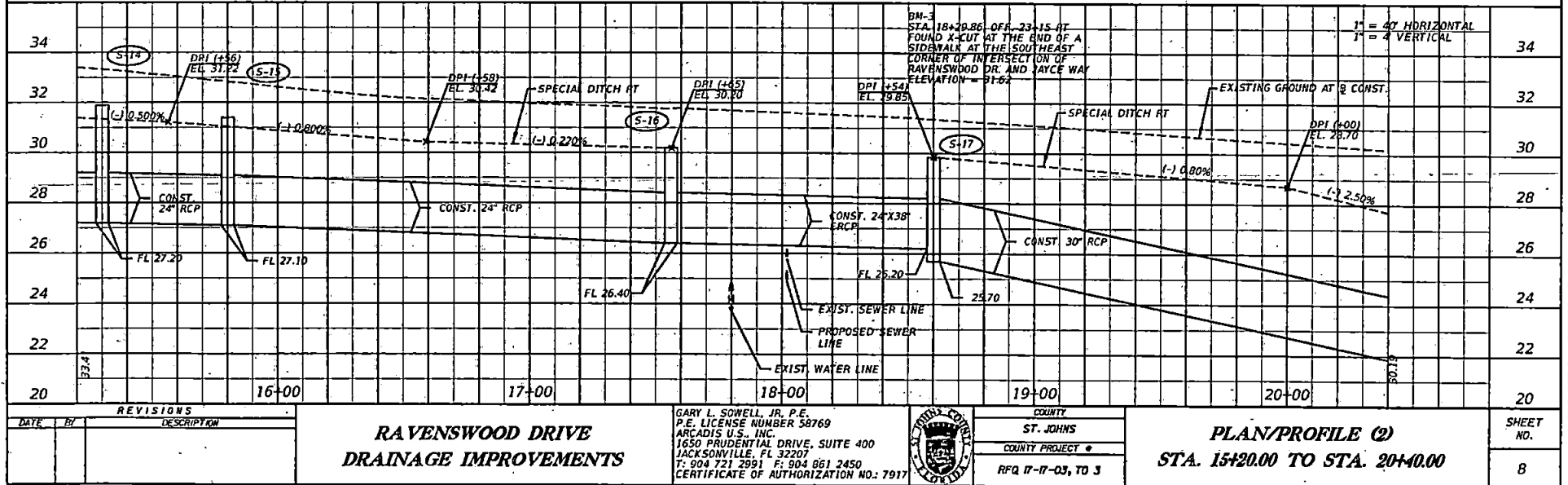
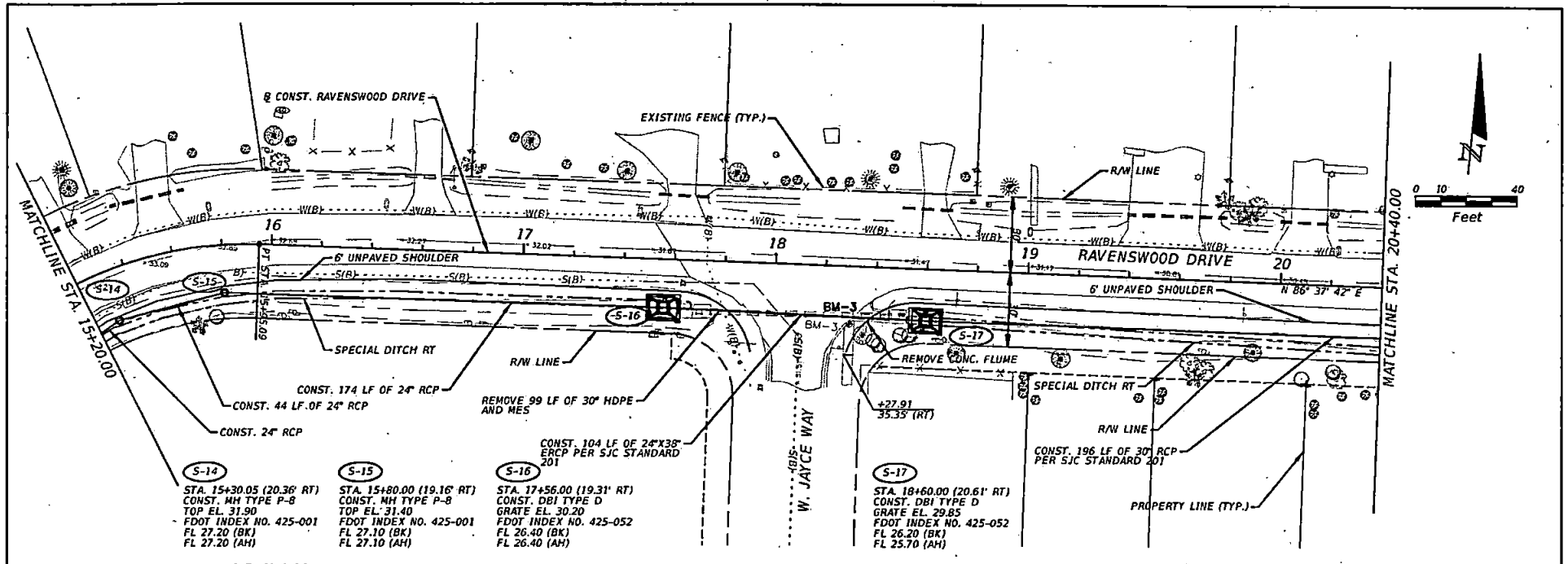
COUNTY PROJECT #

RFQ IT-R-03, TO 3

PROJECT LAYOUT

SHEET NO.

6



REVISIONS	
DATE	DESCRIPTION

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

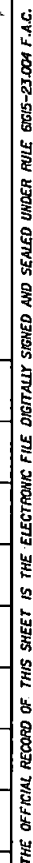
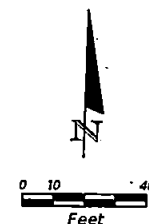
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ARCADIS U.S., INC.
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JACKSONVILLE, FL 32207
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CERTIFICATE OF AUTHORIZATION NO.: 7917



COUNTY
ST. JOHNS
COUNTY PROJECT
RFQ IT-IT-03, TO 3

PLAN/PROFILE (2)
STA. 15+20.00 TO STA. 20+40.00

SHEET
NO.
8



**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

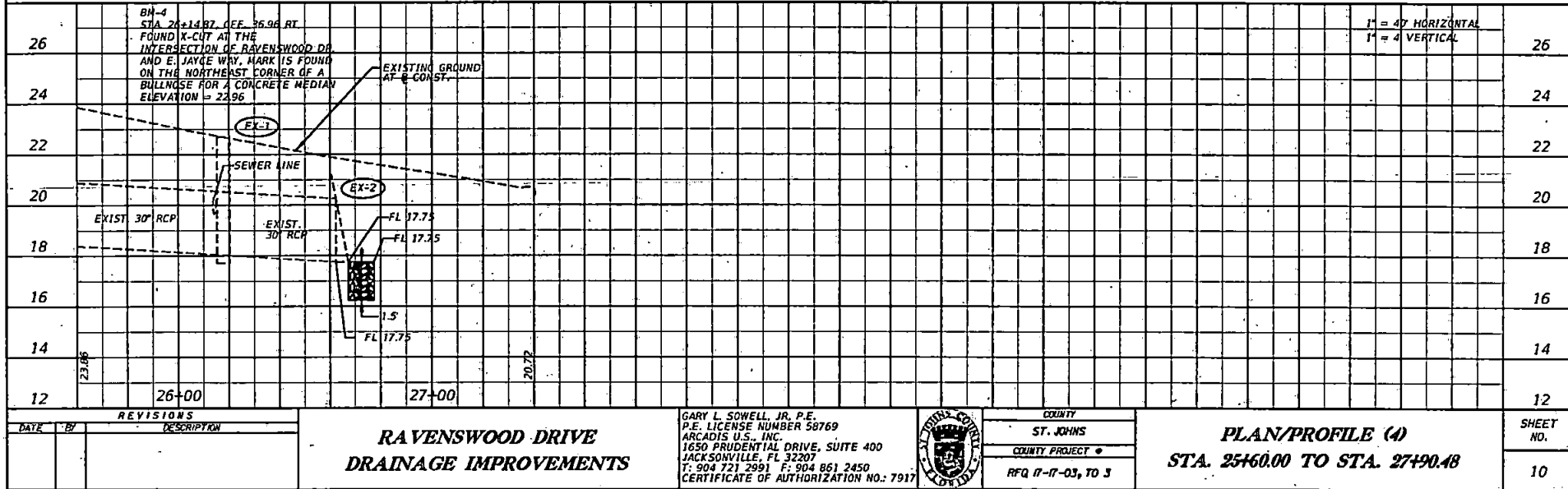
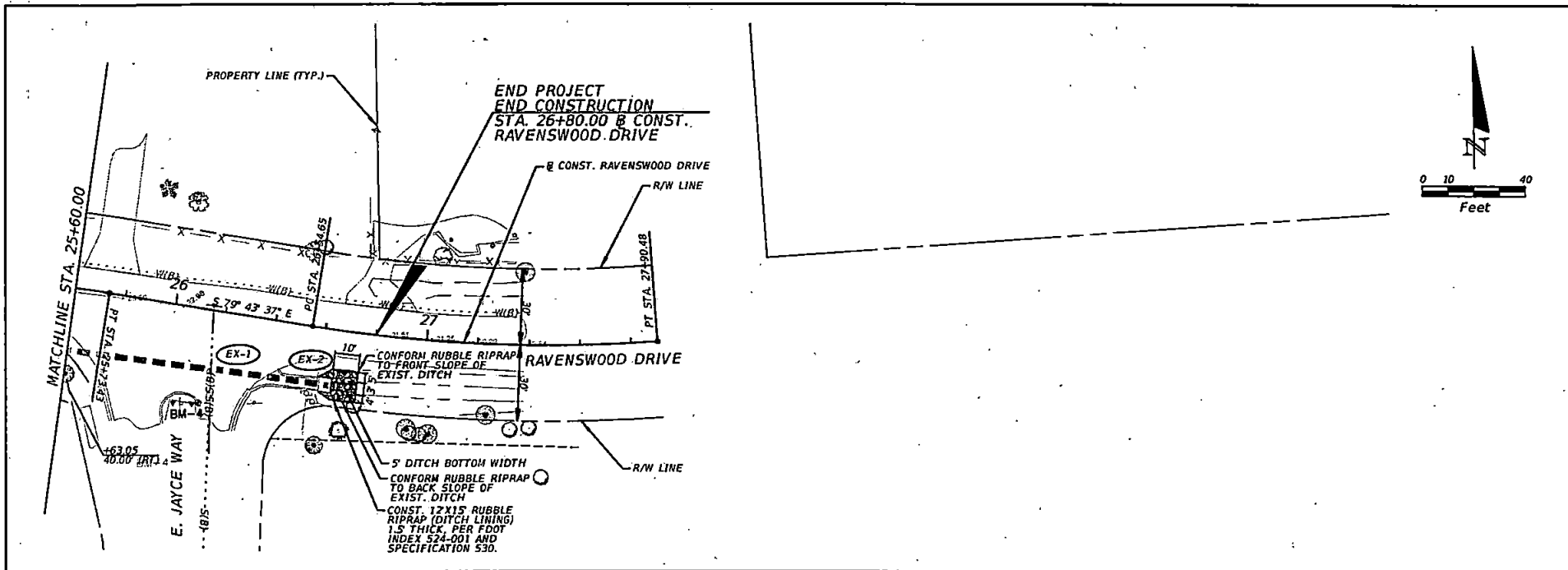
GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 851 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917



COUNTY
ST. JOHNS
COUNTY PROJECT •
RFQ 17-17-03, TO J

PLAN/PROFILE (3)
STA. 20+40.00 TO STA. 25+60.00

SHEET NO.



REVISIONS	
DATE	DESCRIPTION

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
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COUNTY
ST. JOHNS
COUNTY PROJECT
RFQ 17-17-03, TO 3

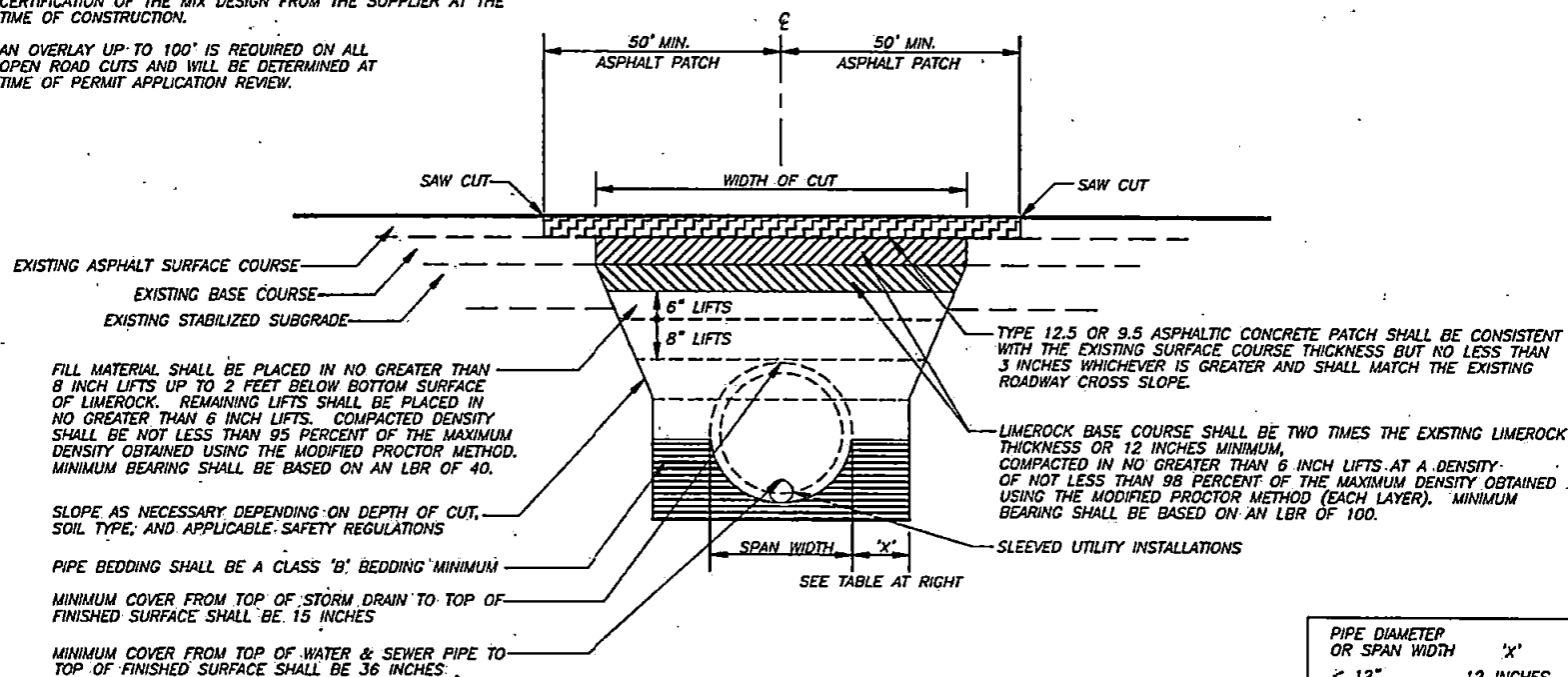
PLAN/PROFILE (4)
STA. 25+60.00 TO STA. 27+90.48

SHEET
NO.
10

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NOTES:

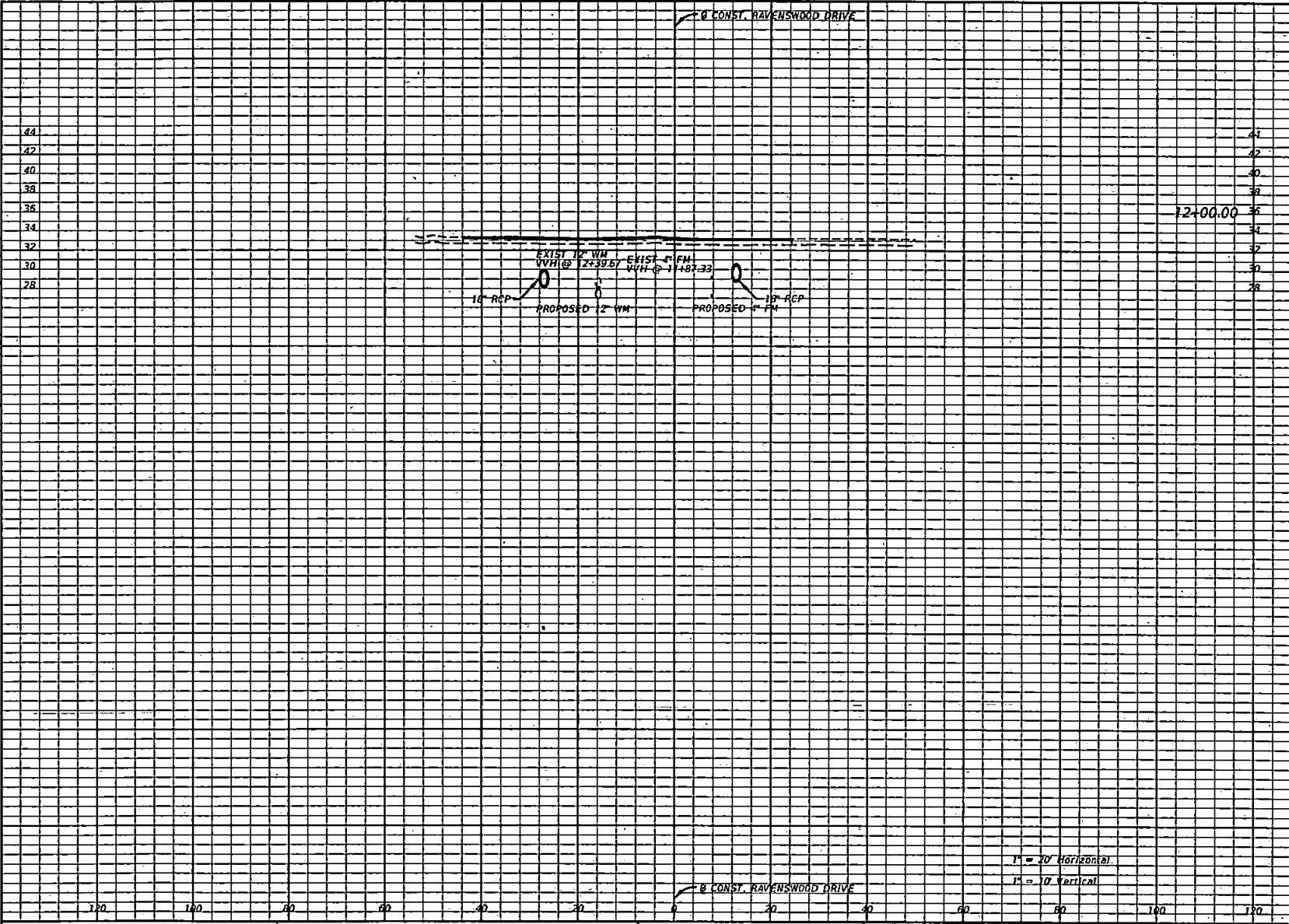
1. OPEN ROAD CUTS ARE GENERALLY NOT AN ACCEPTABLE MEANS OF CONSTRUCTION UNLESS APPROVED IN ADVANCE BY THE ENGINEERING RIGHT OF WAY DIVISION. SEE NOTE #3
2. MATERIALS, MIX PROPORTIONS, PRODUCTION, PLACING, CONSTRUCTION REQUIREMENTS, AND ACCEPTANCE OF FLOWABLE FILL SHALL BE IN ACCORDANCE WITH THIS MANUAL.
3. ALL OPEN CUTS SHALL REQUIRE A PERMIT AND 48 HOUR ADVANCE NOTICE TO THE INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE ENGINEERING R.O.W. DIV. STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY.
4. PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROVISIONS OF PART 6, WORK ZONE TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
5. THE CONTRACTOR SHALL PROVIDE TO THE INSPECTOR CERTIFICATION OF THE MIX DESIGN FROM THE SUPPLIER AT THE TIME OF CONSTRUCTION.
6. AN OVERLAY UP TO 100' IS REQUIRED ON ALL OPEN ROAD CUTS AND WILL BE DETERMINED AT TIME OF PERMIT APPLICATION REVIEW.



PIPE DIAMETER OR SPAN WIDTH	'X'
≤ 12"	12 INCHES
≤ 30"	24 INCHES
≤ 42"	30 INCHES
≤ 48"	36 INCHES
≤ 60"	42 INCHES
> 60"	48 INCHES

REVISIONS			RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS	GARY L. SOWELL, JR., P.E. P.E. LICENSE NUMBER 58769 ARCADIS U.S., INC. 1650 PRUDENTIAL DRIVE, SUITE 400 JACKSONVILLE, FL 32207 T: 904 721 2991 F: 904 861 2450 CERTIFICATE OF AUTHORIZATION NO.: 7917	COUNTY ST. JOHNS COUNTY PROJECT	OPEN ROAD CUT DETAIL	SHEET NO. 11
DATE	BY	DESCRIPTION					

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Regular Exc.		Embankment	
A	V	A	V
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REVISIONS	
DATE	BY

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917

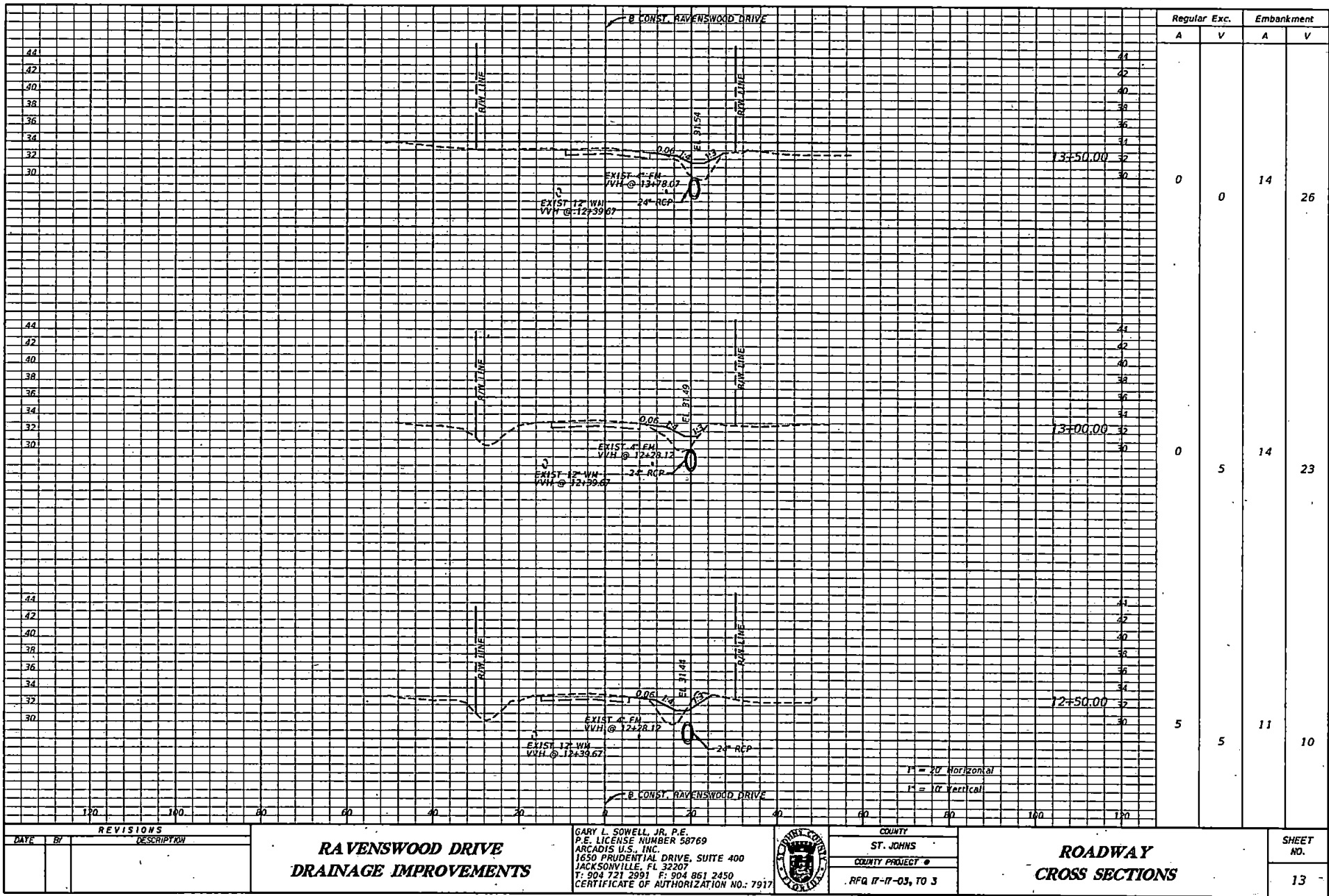


COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-17-03, TO 3

**ROADWAY
CROSS SECTIONS.**

SHEET
NO.
12

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RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS

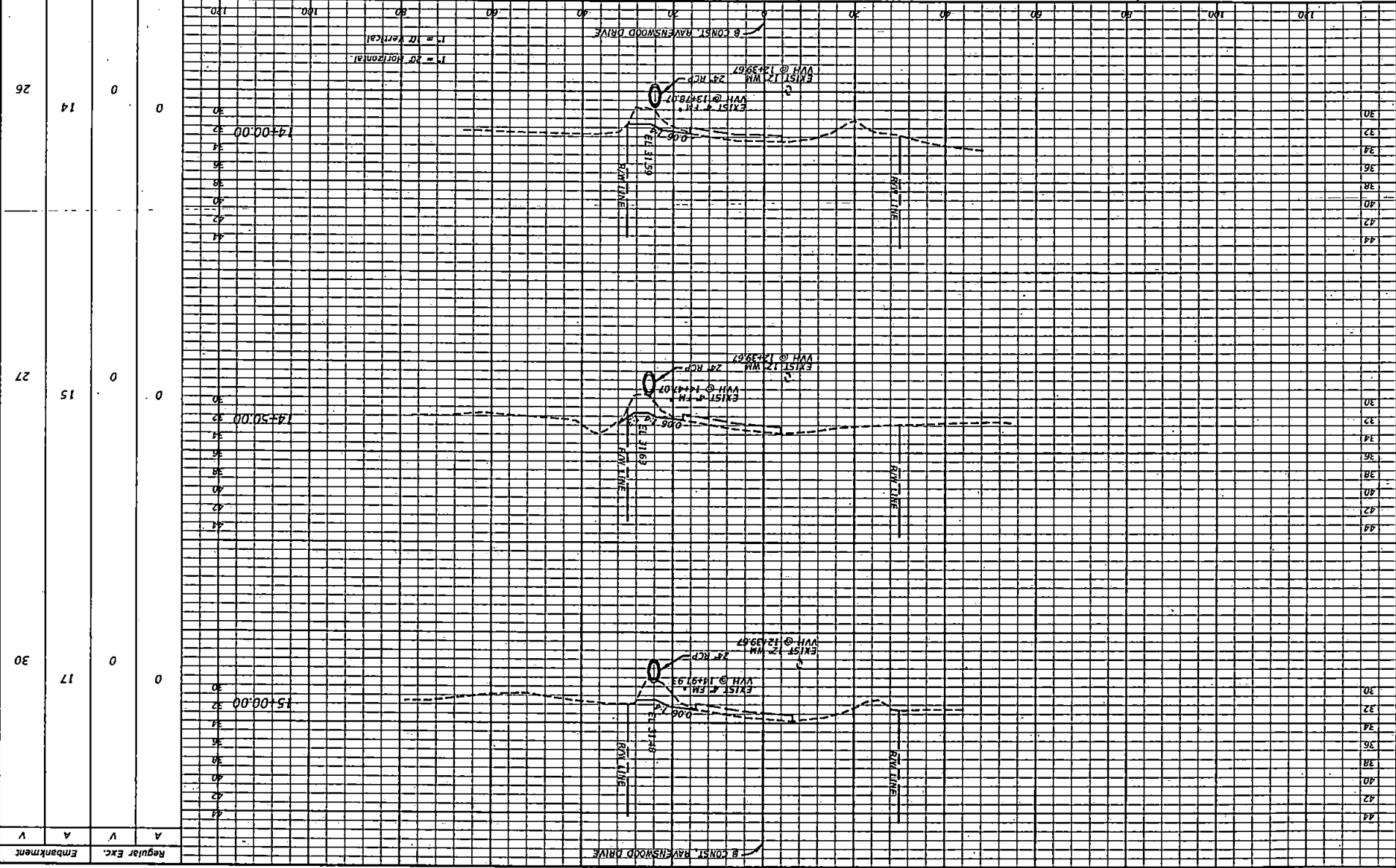
GARY L. SOWELL, JR. P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PINEHURST DRIVE, SUITE 400
JACKSONVILLE, FL 32205
TEL: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO. 7917



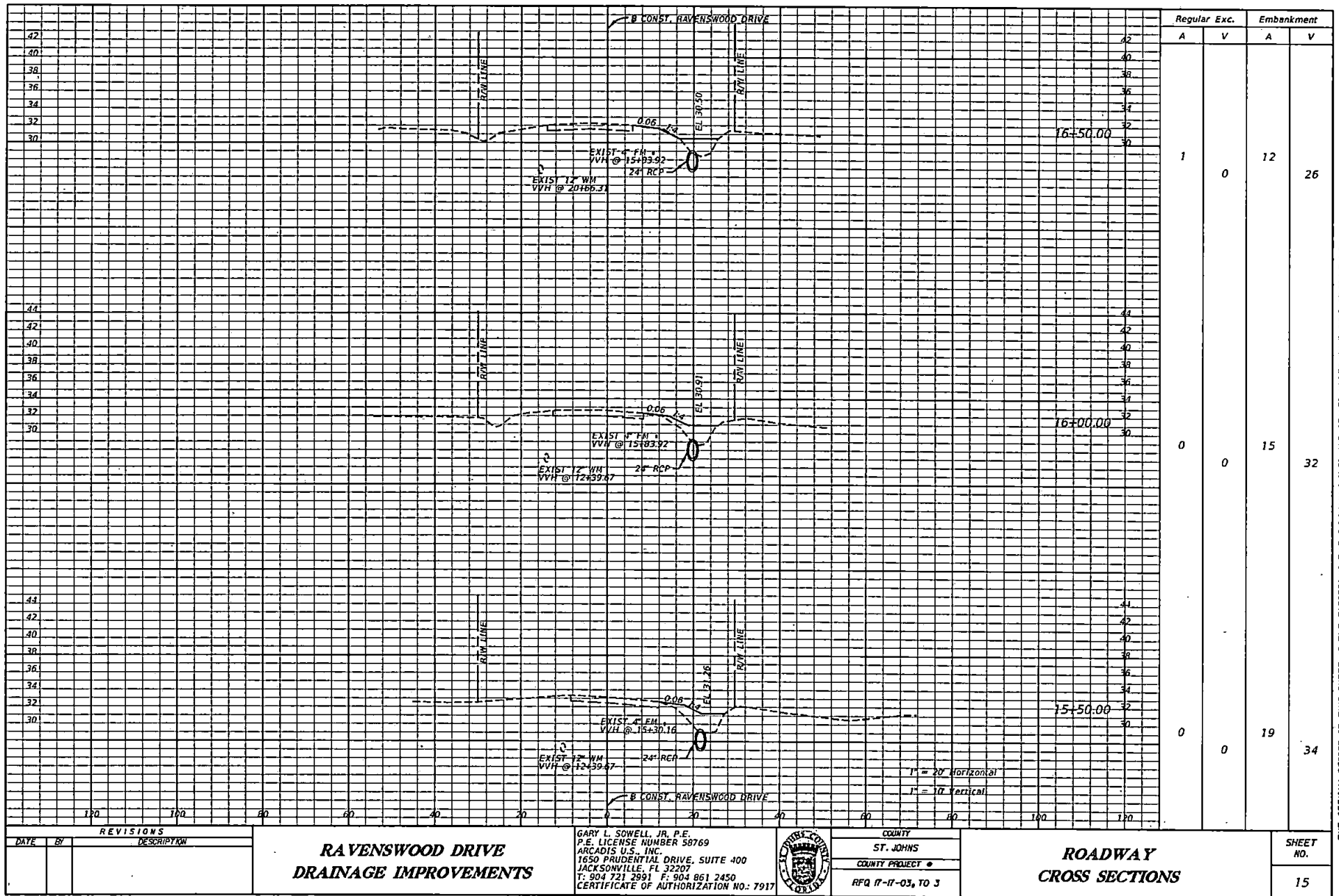
ST. JOHNS COUNTY PROJECT
RFD #7-05, TO 3

ROADWAY CROSS SECTIONS

SHEET NO. 14



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REVISIONS	
DATE	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

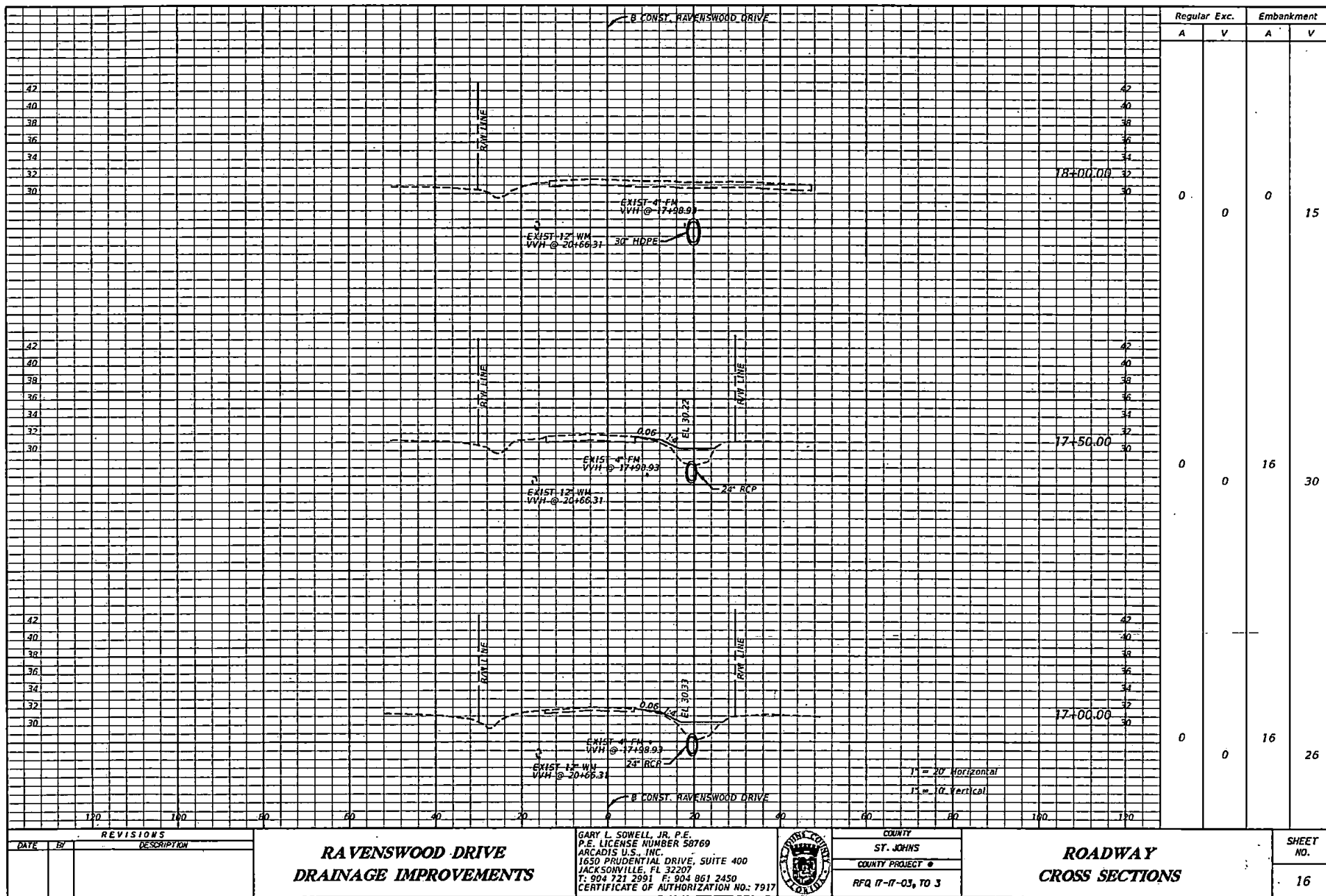
GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917

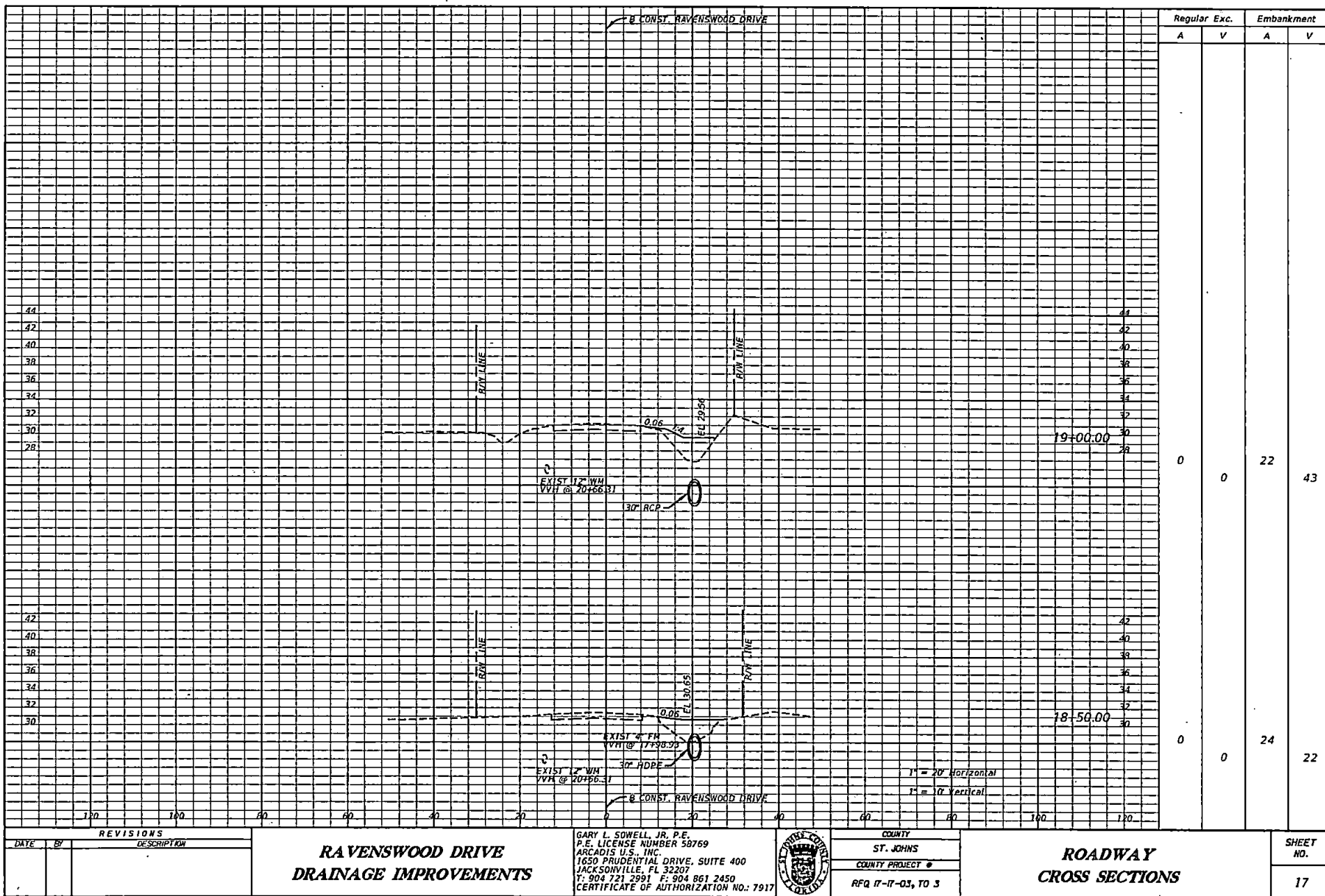


COUNTY
ST. JOHNS
COUNTY PROJECT •
RFQ 17-17-03, TO 3

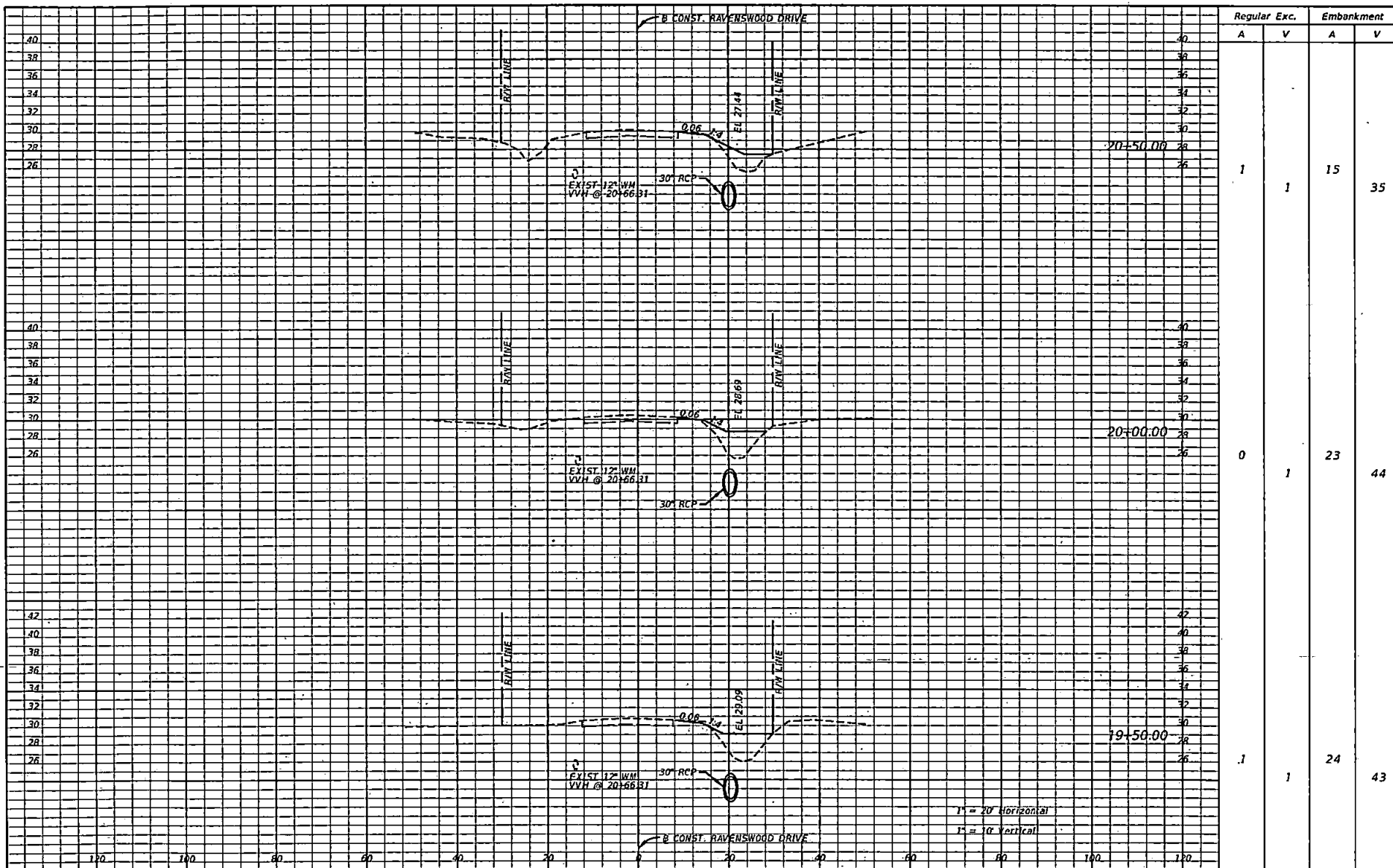
**ROADWAY
CROSS SECTIONS**

SHEET
NO.
15





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REVISIONS	
DATE	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

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ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917



COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-03, TO 3

**ROADWAY
CROSS SECTIONS**

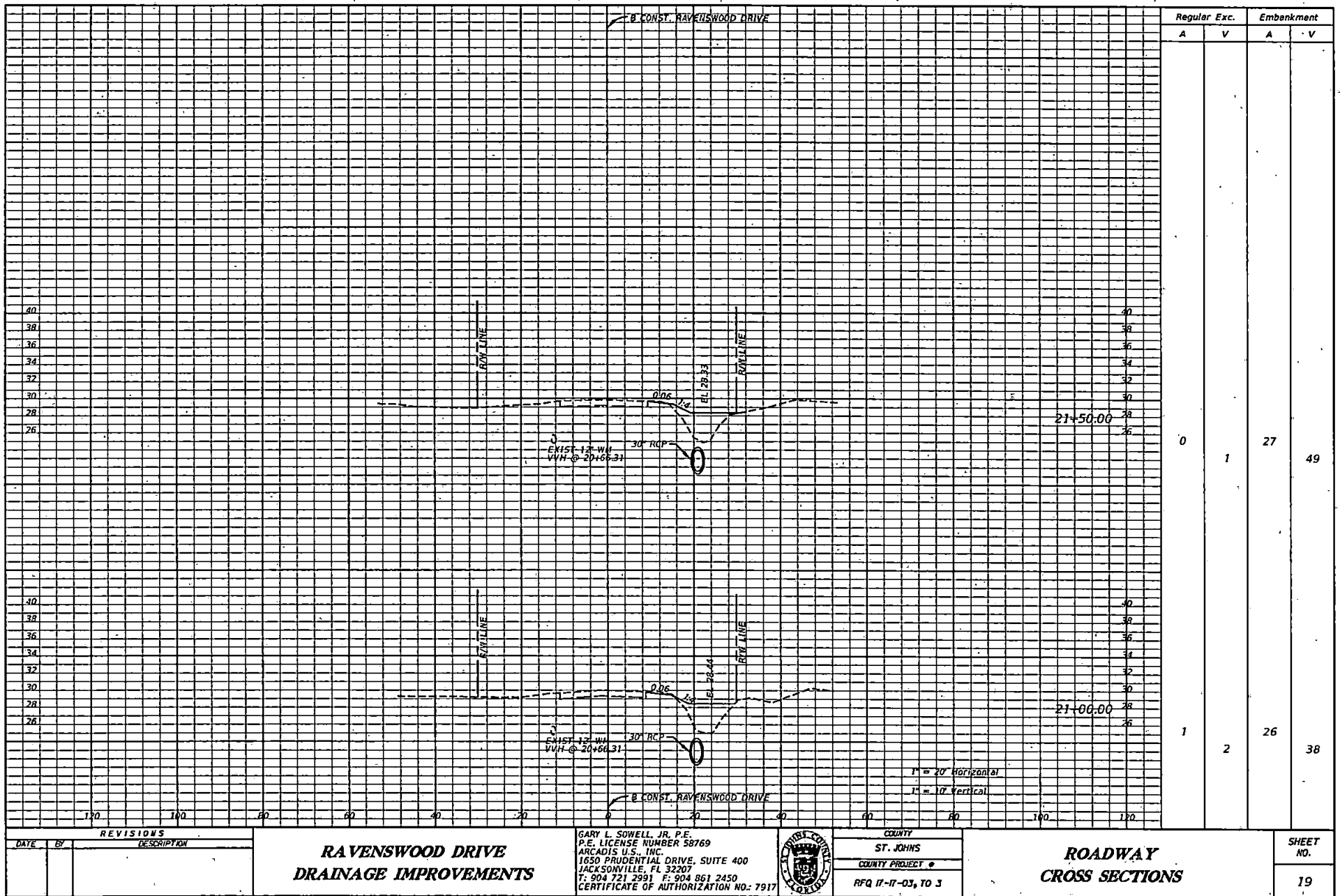
SHEET
NO.
18

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Regular Exc.		Embankment	
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0	0	32	59
0	0	32	54

REVISIONS	
DATE	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917

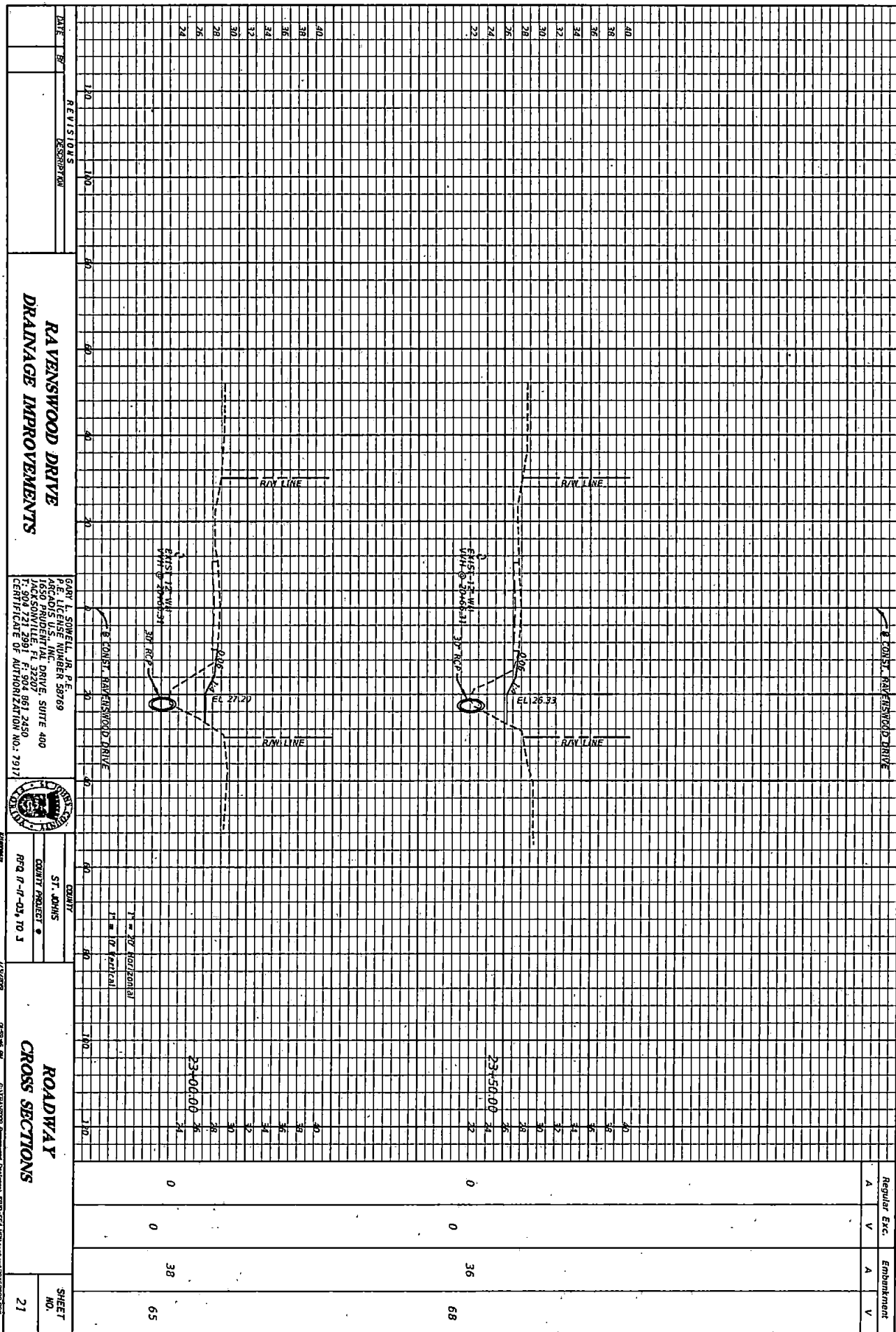


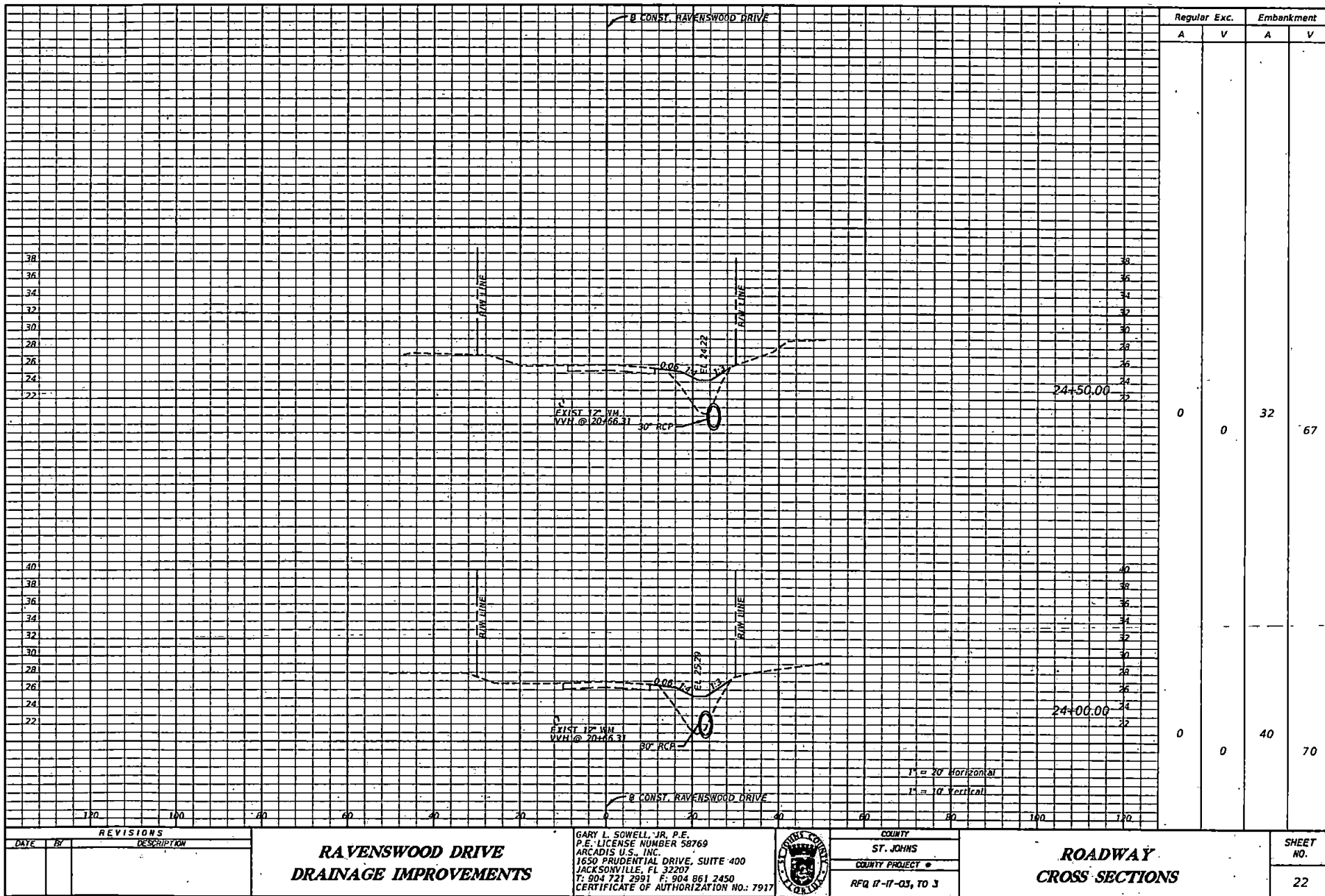
COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-17-03, TO 3

**ROADWAY
CROSS SECTIONS**

SHEET
NO.
20

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Regular		Exc.		Embankment	
A	V	A	V	A	V
0	0	32	67		
0	0	40	70		

REVISIONS	
DATE	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
P: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917

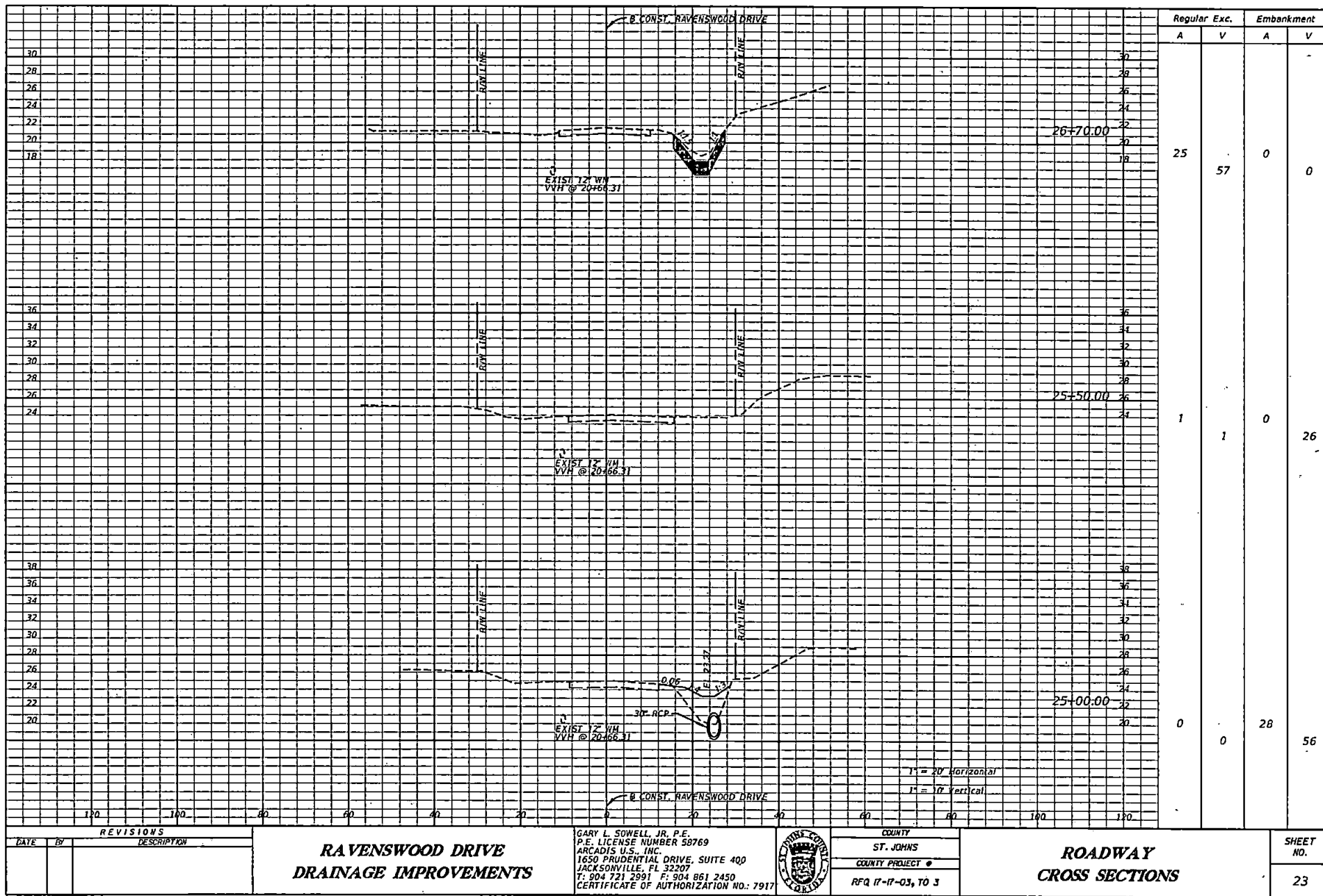


COUNTY
ST. JOHNS
COUNTY PROJECT
RFQ 17-17-03, TO 3

**ROADWAY
CROSS SECTIONS**

SHEET NO.
22

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MAINTENANCE OF TRAFFIC REQUIREMENTS

1. ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO ST. JOHNS COUNTY, TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
2. FOLLOW ALL APPLICABLE GUIDELINES SET FORTH IN FDOT INDEX 102-SERIES FOR TTC METHODS AND DEVICES.
3. PROJECT WORK HOURS ARE BETWEEN 8 AM AND 6 PM.
4. MAINTAIN EXISTING SIGNING. IF SIGNS ARE DAMAGED DUE TO WORK ACTIVITY, REPLACE THEN IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.
5. THIRTY FOOT RADII ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REBUILT UNLESS SHOWN OTHERWISE ON THESE PLANS.
6. LOCAL ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
7. IF SIDEWALKS ARE DISTURBED AND HAVE TO BE REPLACED, ADA RAMP ARE TO BE INSTALLED, WHERE NECESSARY.
8. DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
9. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF THE PHASING SHOWN IS ALTERED, SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
10. PROPERLY EQUIPPED FLAGMEN SHALL CONTROL THE TRAFFIC BY-PASSING ANY ONE LANE WORK ZONE AT ALL TIMES. WHEN TWO WAY TRAFFIC IS RESTORED THE FLAGMEN WILL NOT BE NECESSARY.
11. ARROWS SHOWN IN THE TRAFFIC CONTROL PLAN SHEETS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS, UNLESS OTHERWISE NOTED.
12. EXISTING PAVEMENT MARKINGS AND SIGNING THAT CONFLICT WITH THE TRAFFIC CONTROL PHASING SHALL BE REMOVED OR COVERED AS NOT TO CONFLICT WITH TRAFFIC FLOW THROUGH CONSTRUCTION.
13. ALL DRIVEWAYS SHALL BE MAINTAINED AT A MAXIMUM OF 10% GRADE DURING CONSTRUCTION.
14. TEMPORARY PAVEMENT SHALL BE A MINIMUM OF 1.75" OF ASPHALTIC CONCRETE OR 6" OF LIME ROCK BASE OR EQUIVALENT. TEMPORARY PAVEMENT SHALL BE MAINTAINED TO THE SATISFACTION OF ST. JOHNS COUNTY. APPROVAL IS TO BE BY VISUAL INSPECTION.
15. NO LANE CLOSURES WITHIN THE HOURS OF 8 AM - 9 AM AND 4 PM - 6 PM.
16. MINIMUM LANE WIDTH OF 10' MUST BE MAINTAINED IN ALL HOT PHASES.
17. BARRIER DEVICES FOR DROP OFF PROTECTION MUST FOLLOW FDOT INDEX 102. ADDITIONAL TEMPORARY PAVEMENT MAY BE NECESSARY FOR PLACEMENT OF BARRIER DEVICE.
18. ALL VARIABLE MESSAGE SIGN MESSAGES MUST BE APPROVED BY ST. JOHNS COUNTY PRIOR TO DEVICE SETUP.

NOTES

1. THE EXISTING REGULATORY POSTED SPEEDS ARE AS FOLLOWS:
 RAVENSWOOD DR. 25 MPH
 PACIFIC BLVD. 25 MPH
 THE EXISTING REGULATORY POSTED SPEED SHALL BE MAINTAINED DURING ALL TEMPORARY TRAFFIC CONTROL PHASES EXCEPT WHERE OTHERWISE SHOWN IN THE TEMPORARY TRAFFIC CONTROL PLANS.
2. PORTABLE CHANGEABLE MESSAGE SIGNS SHALL BE USED FOR THE ADVANCED NOTICE OF ALL WORK SPECIFICALLY LANE SHIFTS AND CLOSURES.
3. EXISTING, TEMPORARY, OR PROPOSED INLETS SHALL BE UTILIZED TO MAINTAIN POSITIVE DRAINAGE AT ALL TIMES.

PHASE 1

1. CONSTRUCTION OPERATIONS INCLUDE WORK ON THE ROADWAY SHOULDER ALONG RAVENSWOOD DRIVE, AND CONSTRUCTION AT THE INTERSECTION OF RAVENSWOOD DR. AND PACIFIC BLVD. APPLICABLE INDEXES INCLUDE 102-603 AND 102-604.

LEGEND	
	WORK ZONE
	APPROVED WORK ZONE, REFER TO INDEX 102-603
	DIRECTION OF TRAVEL
	PORTABLE CHANGEABLE MESSAGE SIGN

REVISIONS			GARY L. SOWELL, JR., P.E. P.E. LICENSE NUMBER 58769 ARCADIS U.S., INC. 1650 PRUDENTIAL DRIVE, SUITE 400 JACKSONVILLE, FL 32207 T: 904 721 2991 F: 904 861 2450 CERTIFICATE OF AUTHORIZATION NO.: 7917		COUNTY	MAINTENANCE OF TRAFFIC GENERAL NOTES	SHEET NO.
DATE	BY	DESCRIPTION			ST. JOHNS		
					COUNTY PROJECT •		
					RFQ 17-17-03, TO J		25

GARY L. SOWELL, JR., P.E.
 P.E. LICENSE NUMBER 58769
 ARCADIS U.S., INC.
 1650 PRUDENTIAL DRIVE, SUITE 400
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 T: 904 721 2991 F: 904 861 2450
 CERTIFICATE OF AUTHORIZATION NO.: 7917



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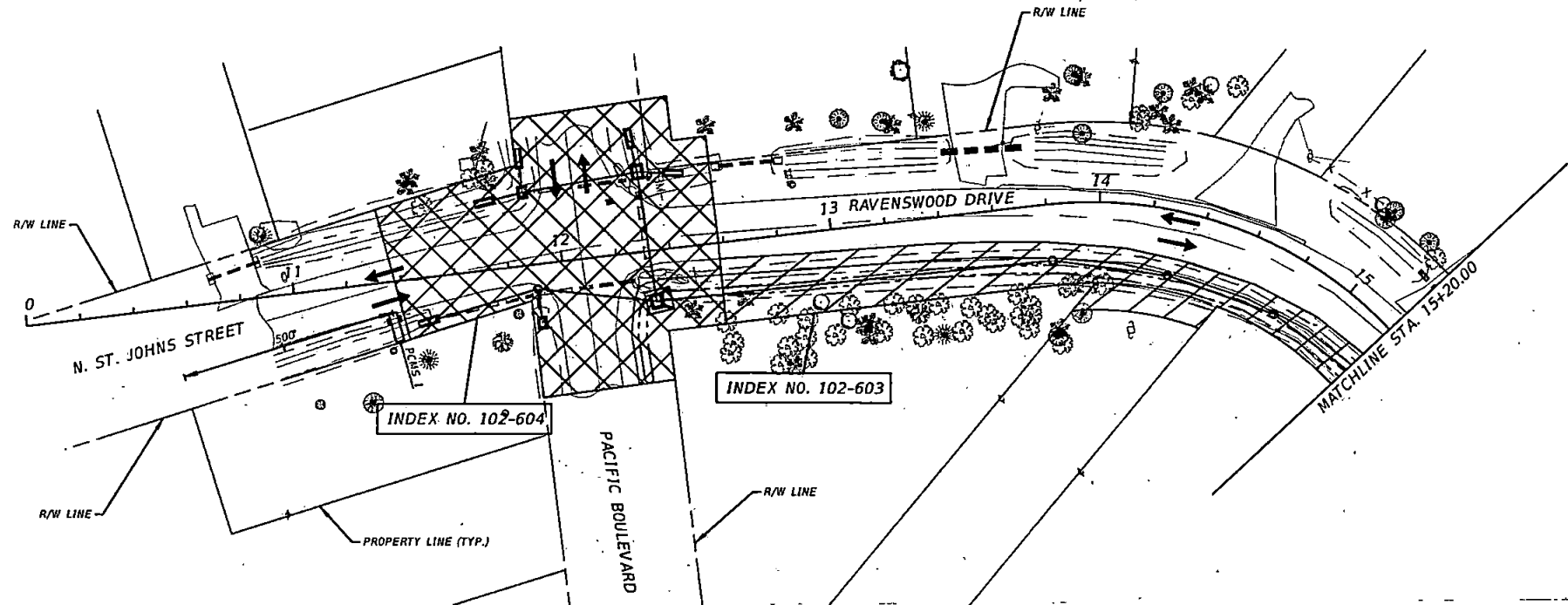
Message 1

NEW
TRAFFIC
PATTERN

Message 2

STARTING
ON
XX-XX-XX

MESSAGE TO BE DISPLAYED TWO WEEKS
PRIOR TO THE TRAFFIC SHIFT, WHERE
"XX-XX-XX" IS THE BEGINNING DATE OF
THE TRAFFIC SHIFT.



REVISIONS		
DATE	BY	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
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COUNTY
ST. JOHNS
COUNTY PROJECT
RFQ IT-IT-03, TO 3

**MAINTENANCE OF TRAFFIC
PHASE 1**

SHEET
NO.
26

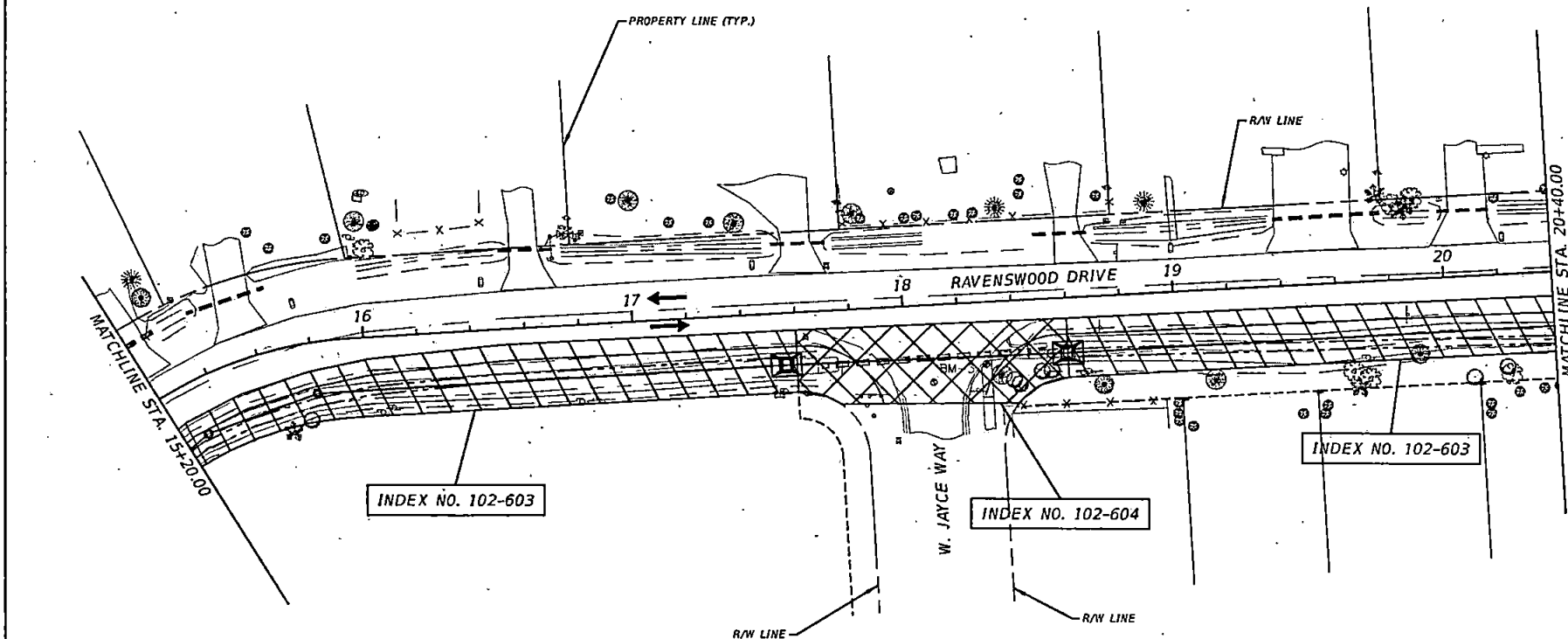
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REVISIONS	
DATE	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917



COUNTY
ST. JOHNS
COUNTY PROJECT
RFQ 17-17-03, TO 3

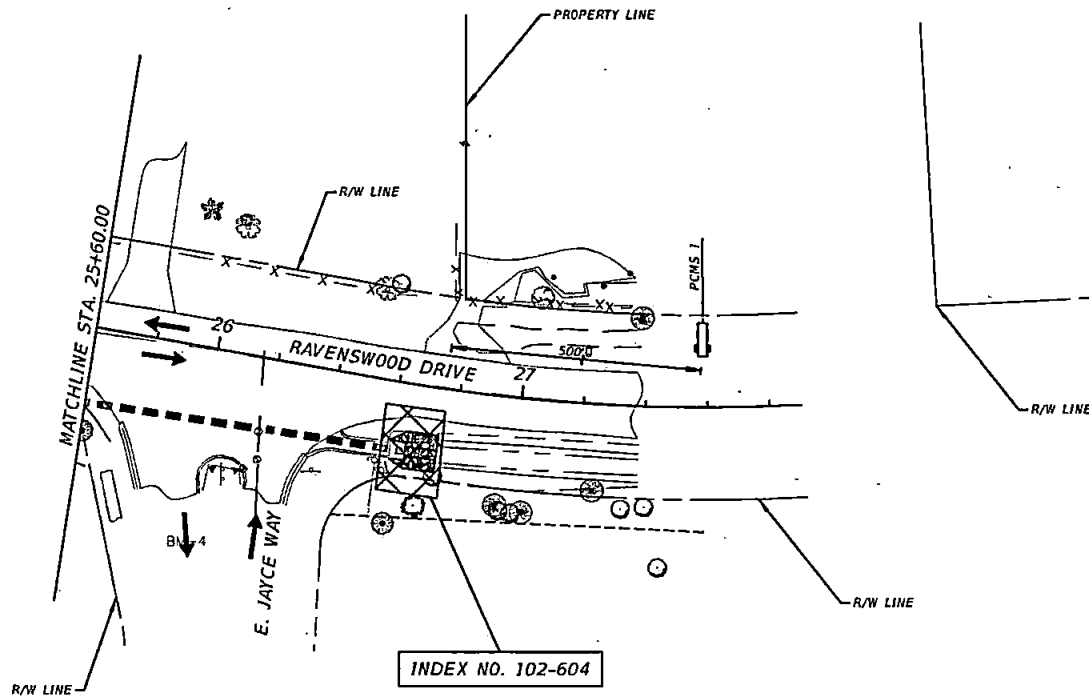
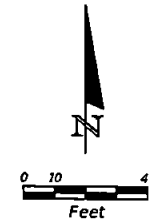
**MAINTENANCE OF TRAFFIC
PHASE 1**

SHEET NO.
27

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PCMS 1
 Message 1
 NEW
 TRAFFIC
 PATTERN
 Message 2
 STARTING
 ON
 XX-XX-XX

MESSAGE TO BE DISPLAYED TWO WEEKS
 PRIOR TO THE TRAFFIC SHIFT, WHERE
 "XX-XX-XX" IS THE BEGINNING DATE OF
 THE TRAFFIC SHIFT.



REVISIONS		
DATE	BY	DESCRIPTION

**RAVENSWOOD DRIVE
 DRAINAGE IMPROVEMENTS**

GARY L. SOWELL, JR., P.E.
 P.E. LICENSE NUMBER 58769
 ARCADIS U.S., INC.
 1650 PRUDENTIAL DRIVE, SUITE 400
 JACKSONVILLE, FL 32207
 T: 904 721 2991 F: 904 861 2450
 CERTIFICATE OF AUTHORIZATION NO.: 7917



COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-17-03, TO 3

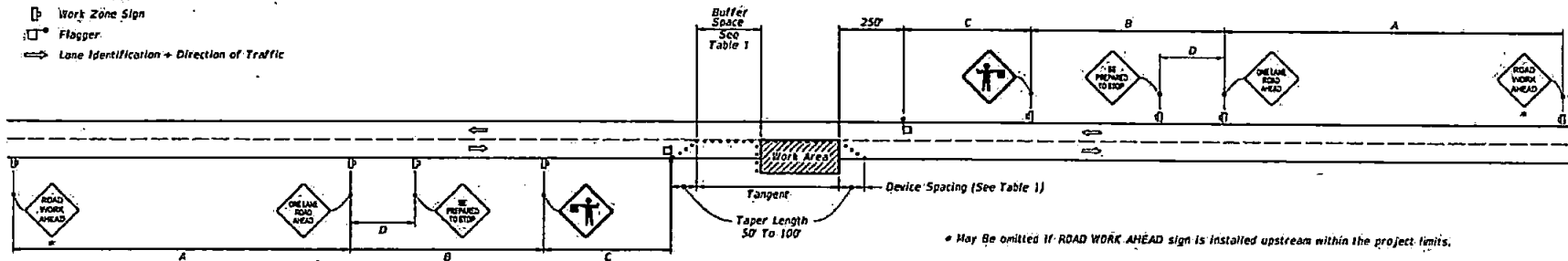
**MAINTENANCE OF TRAFFIC
 PHASE 1**

SHEET
 NO.
 29

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SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic



* May Be omitted if ROAD WORK AHEAD sign is installed upstream within the project limits.

WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:

1. Special Conditions may be required in accordance with these notes and the following sheets:

A. Railroad Crossings:

- If an active railroad crossing is located closer to the Work Area than the queue length plus 300 Feet, extend the Buffer Space as shown on Sheet 3.
- If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
- If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.

2. Temporary Raised Rumble Strips:

- Use when both of the following conditions are met concurrently:
 - Existing Posted Speed is 55 mph or greater;
 - Work duration is greater than 60 minutes.
- Use a consistent Strip color throughout the work zone.
- Place each Rumble Strip Set transversely across the lane at locations shown.
- Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.

3. Additional one-way control may be provided by the following means:

- Flag-carrying vehicle;
- Official vehicles;
- Pilot vehicles;
- Traffic signals.

When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ indexes.

5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.

6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft. for posted speeds greater than 25 mph.

7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:

- Work operations are 60 minutes or less.
- Speed limit is 45 mph or less.
- There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
- Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
- Volume and complexity of the roadway has been considered.
- If a railroad crossing is present, vehicles will not queue across rail tracks.
- AFADs are not in use.

8. See Index 102-600 for general TCZ requirements and additional information.

9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102.990 and the APL vendor drawings.

TABLE 1									
Posted Speed	DEVICE SPACING				Distance Between Signs				Buffer Space
	Maximum Spacing of Cones or Tubular Markers		Maximum Spacing of Type I or Type II Barricades/Panels/Drums						
	On a Taper	On a Tangent	On a Taper	On a Tangent	A	B	C	D	
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350'	350'	350'	175'	360'
50	20'	50'	20'	100'	500'	500'	500'	250'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRDACH THE AREA BETWEEN THE CENTERLINE AND A LINE 7' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION
11/01/17

DESCRIPTION:



FY 2018-19
STANDARD PLANS.

TWO-LANE, TWO-WAY,
WORK WITHIN THE TRAVEL WAY

INDEX
102-603

SHEET
1 of 3

REVISIONS

DATE	BY	DESCRIPTION

RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS



COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-03, TO 3

MAINTENANCE OF TRAFFIC
DETAILS

SHEET NO.
30

Highway

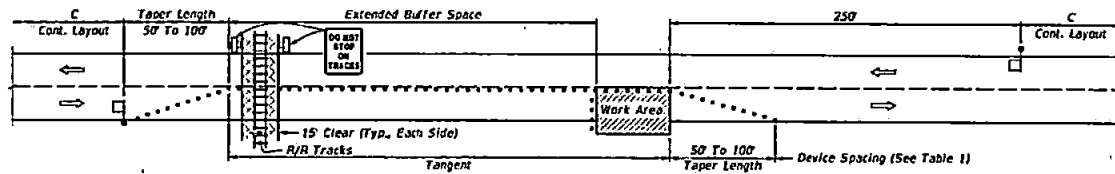
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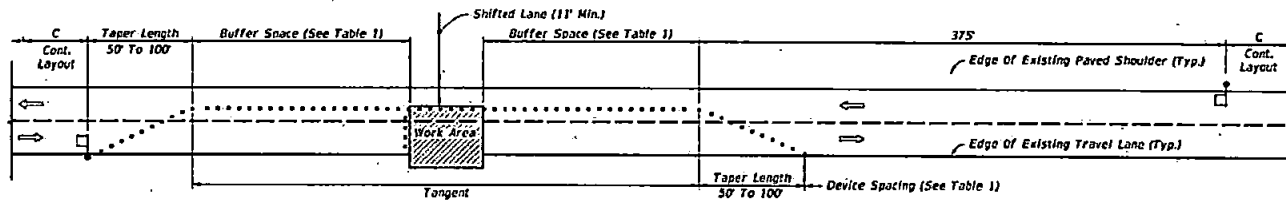
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SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Flagger
-  Lane Identification + Direction of Traffic



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



**TEMPORARY LANE SHIFT TO SHOULDER WHEN
WORK AREA ENCROACHES ON THE CENTERLINE**

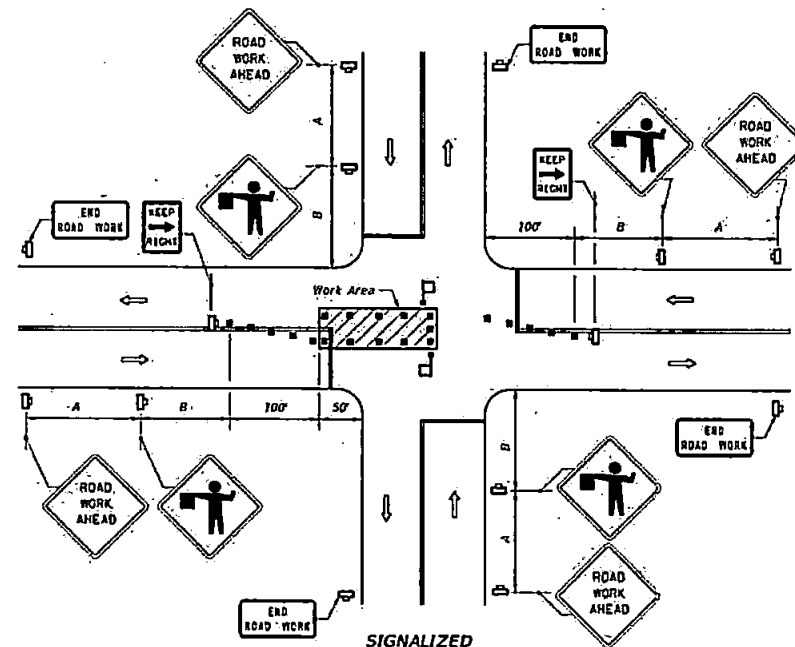
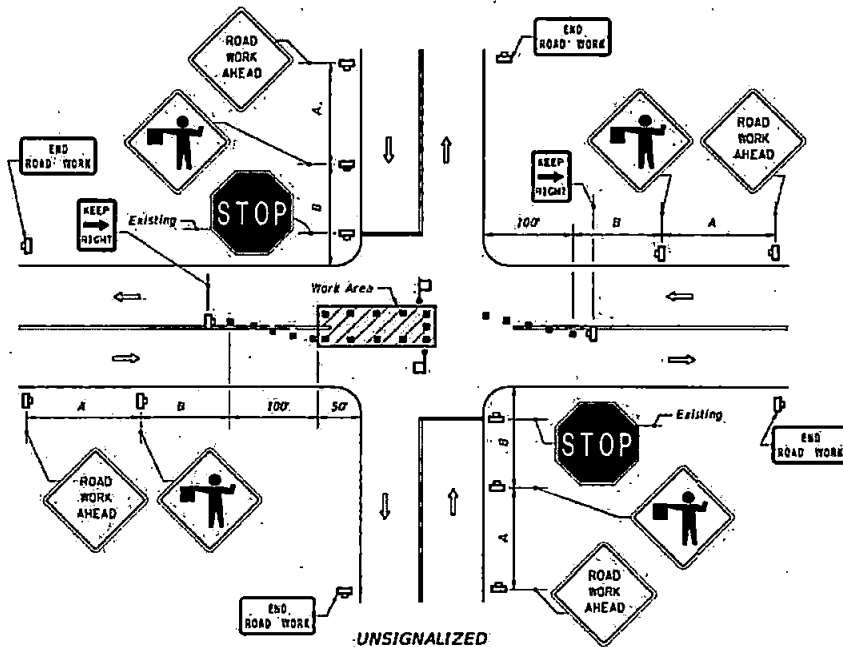
SPECIAL CONDITIONS

Cross Reference:
1. See General Note #1, Sheet 1 for more information.

SPECIAL CONDITIONS

LAST REVISION 11/01/17	DESCRIPTION:	 FY 2018-19 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 3 of 3
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REVISIONS			RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS		COUNTY	MAINTENANCE OF TRAFFIC DETAILS	SHEET NO.
DATE	BY	DESCRIPTION			ST. JOHNS		
					COUNTY PROJECT #		
					RFQ 17-17-03, TO 3		31



SYMBOLS

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Stop Bar
- Lane Identification + Direction of Traffic

GENERAL NOTES

- The FLAGGER legend sign may be substituted for the symbol sign.
- When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index 700-101.
- If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index 102-660.
- Flaggers shall be located where they can control more than one direction of traffic.
- Flaggers shall be in sight of each other or in direct communication at all times.
- Maximum spacing between channelizing devices shall be not greater than 20'.
- Temporary signal phasing modifications are to be approved by the District Traffic Operations Engineer prior to the beginning of work.
- For general TCZ requirements and additional information, refer to Index 102-600.
- For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.

DURATION NOTES

- ROAD WORK AHEAD AND END ROAD WORK sign may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Speed is 45 mph or less.
 - No sight obstructions to vehicles approaching the work area for a distance equal to A plus B.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
 - Volume and complexity of the roadway has been considered.

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRoACH ON THE PAVEMENT REQUIRING THE CLOSURE OF A PORTION OF ONE OR MORE TRAFFIC LANES IN AN INTERSECTION.

LAST REVISION
11/01/17

DESCRIPTION:



FY 2018-19
STANDARD PLANS.

TWO-LANE, TWO-WAY, WORK IN INTERSECTION

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102-604

SHEET
1 of 1

REVISIONS

DATE	BY	DESCRIPTION

RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS



COUNTY
ST. JOHN'S
COUNTY PROJECT #
RFQ 17-17-03, TO 3

MAINTENANCE OF TRAFFIC
DETAILS

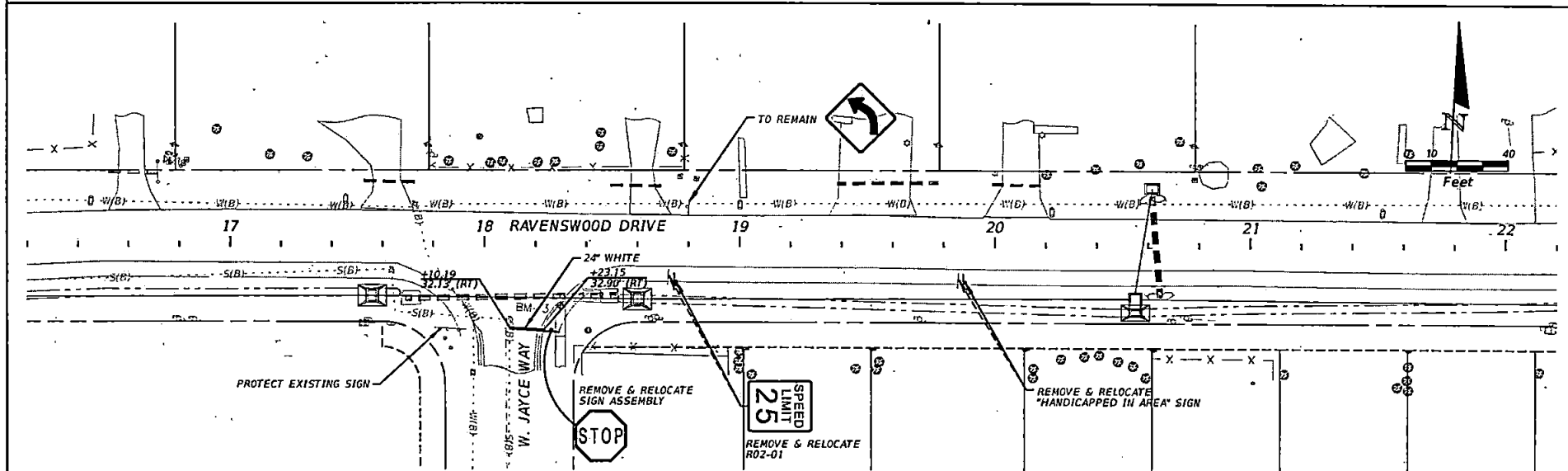
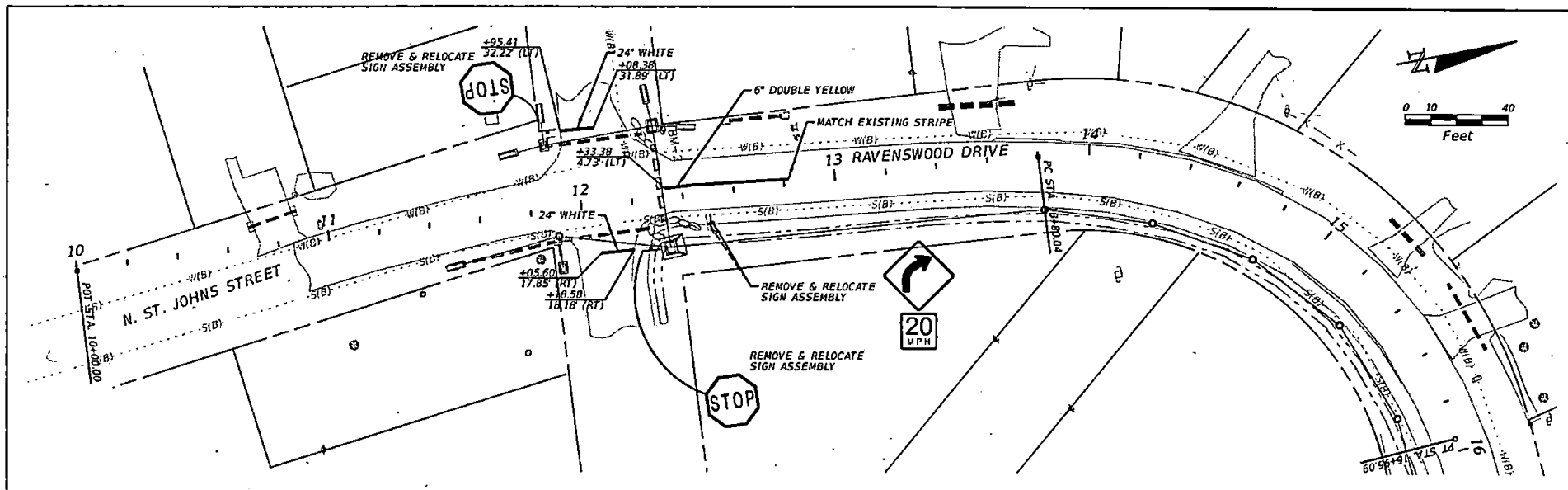
SHEET
NO.
32

01/31/2019

02/01/2019

02/01/2019

01/31/2019



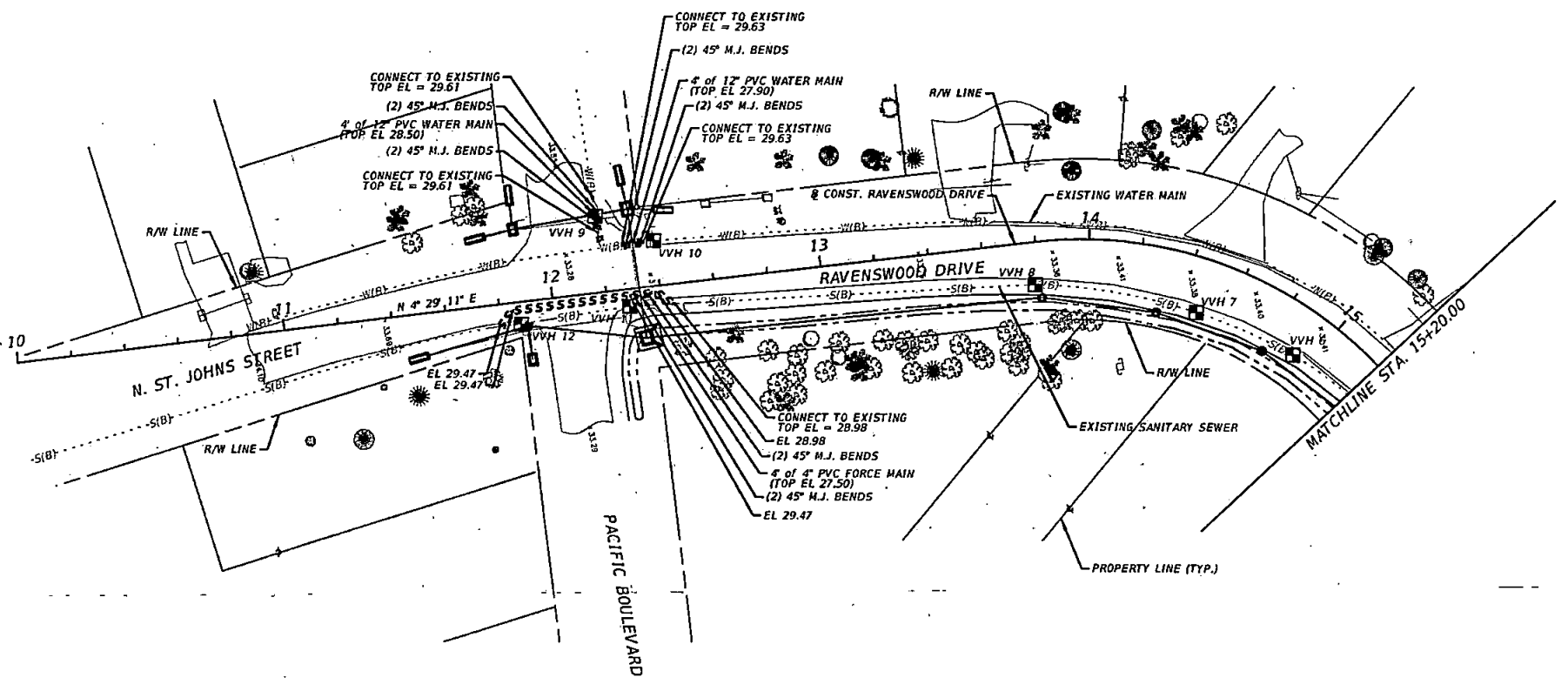
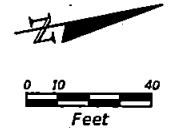
REVISIONS			DATE	BY	DESCRIPTION	GARY L. SOWELL, JR., P.E. P.E. LICENSE NUMBER 58769 ARCADIS U.S., INC. 1650 PRUDENTIAL DRIVE, SUITE 400 JACKSONVILLE, FL 32207 T: 904 721 2991 F: 904 861 2450 CERTIFICATE OF AUTHORIZATION NO.: 7917		COUNTY	SIGNING AND PAVEMENT MARKING PLAN	SHEET NO.
								ST. JOHNS		33
								COUNTY PROJECT #	RFQ 17-17-03, TO 3	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6C05-23.004 F.A.C.

1/21/2003

02:00:33 PM

G:\TRANSPORT\RAVENSWOOD Drainage\FPD-SSA\JLP\signing\PLANSP03.DWG



Vvh	TYPE	ROAD NAME	STATION	OFFSET	SIDE	GROUND ELEV.	DEPTH	ELEV.
6	4" FM	RAVENSWOOD	14+91.93	17.92	RT	32.07	2.00	30.07
7	4" FM	RAVENSWOOD	14+47.07	20.42	RT	32.34	2.30	30.04
8	4" FM	RAVENSWOOD	13+78.07	15.96	RT	32.39	2.62	29.77
9	12" WATER	RAVENSWOOD	12+19.35	28.52	RT	33.30	3.69	29.61
10	12" WATER	RAVENSWOOD	12+39.67	16.90	LT	33.16	3.53	29.63
11	4" FM	RAVENSWOOD	12+28.12	6.52	RT	33.30	4.32	28.98
12	4" FM	RAVENSWOOD	11+87.33	8.29	RT	33.11	3.69	29.42

REVISIONS		
DATE	BY	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

GARY L. SOWELL JR. P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917

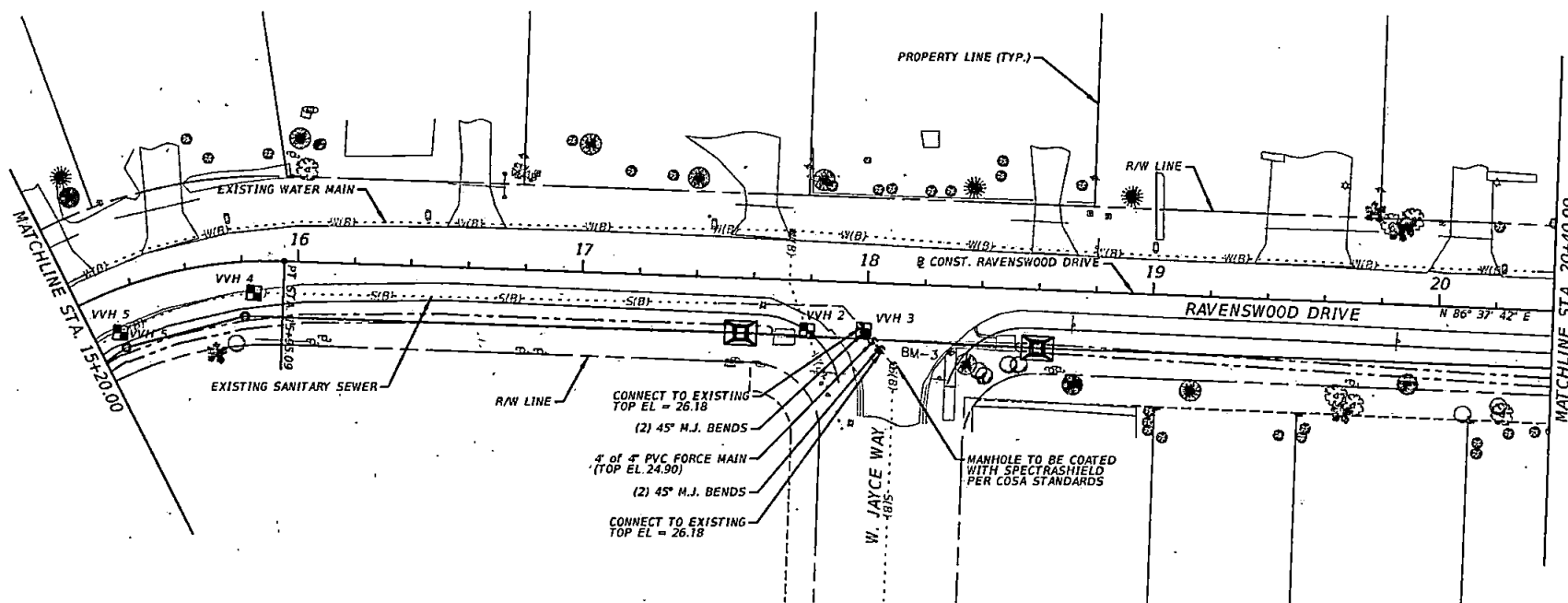


COUNTY
ST. JOHNS
COUNTY PROJECT
RFQ 17-17-03, TO 3

**UTILITY ADJUSTMENTS (D)
STA. 10+00.00 TO STA. 15+20.00**

SHEET NO.
34

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6805-23.004 F.A.C.



Vvh	TYPE	ROAD NAME	STATION	OFFSET	SIDE	GROUND ELEV.	DEPTH	ELEV.
2	13" WATER	RAVENSWOOD	17+79.16	17.68	RT	31.37	6.56	24.81
3	4" FM	RAVENSWOOD	17+98.93	20.42	RT	31.41	5.23	26.18
4	4" FM	RAVENSWOOD	17+29.78	103.16	RT	32.32	2.60	29.72
5	12" WATER	RAVENSWOOD	15+30.16	14.80	RT	32.08	2.05	30.03

REVISIONS		
DATE	BY	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 7991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917



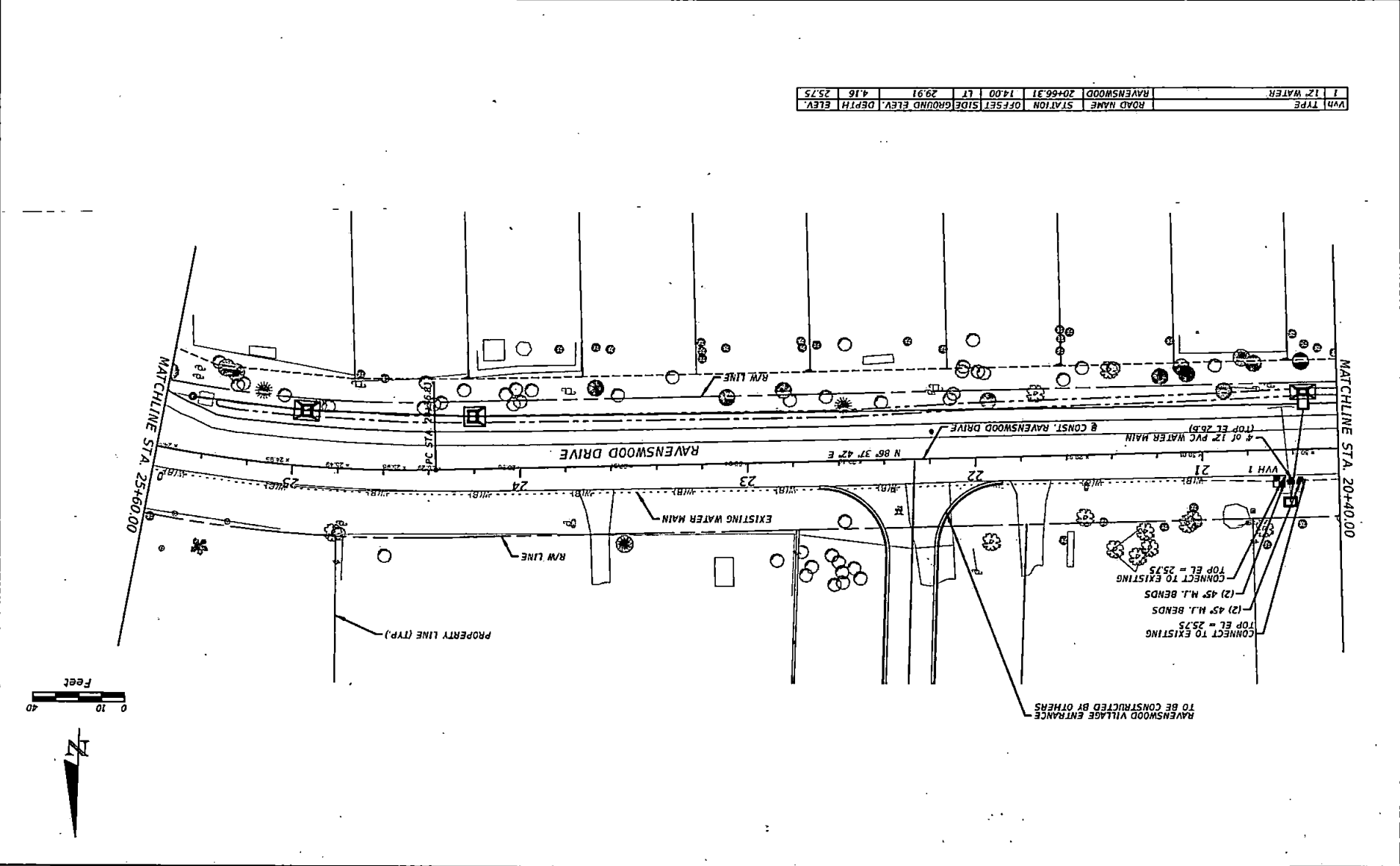
COUNTY
ST. JOHNS
COUNTY PROJECT
RFQ 17-17-03, TO 3

**UTILITY ADJUSTMENTS (2)
STA. 15+20.00 TO STA. 20+40.00**

SHEET
NO.
35

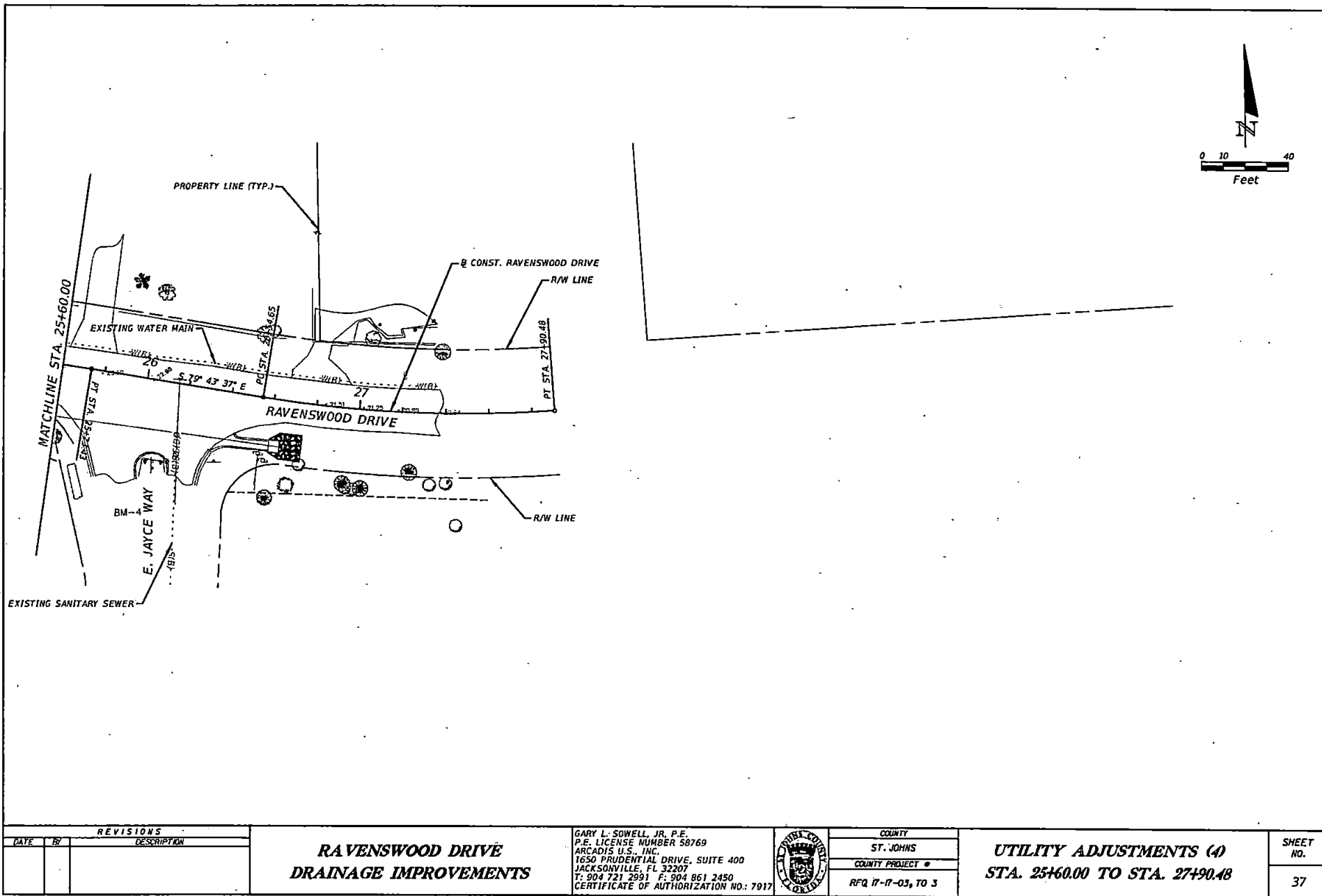
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 68G5-23.004 F.A.C.

DATE		BY		REVISIONS	
RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS GARY L. SOWELL, JR., P.E. P.E. LICENSE NUMBER 58769 ARCADIS U.S., INC. 1650 PRUDENTIAL DRIVE, SUITE 400 JACKSONVILLE, FL 32207 T: 904 721 7991 F: 904 861 2450 CERTIFICATE OF AUTHORIZATION NO.: 7917					
COUNTY		ST. JOHNS		COUNTY PROJECT	
PROJECT NO.		RFA 17-17-03, TO 3		DATE	
SHEET NO.		36		DATE	



Veh	Type	Station	Offset	Side	Ground Elev.	Depth	Elev.
1	12" WATER	20+66.31	14.00	LT	29.91	4.16	25.75

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6905-23.004 F.A.C.



REVISIONS		
DATE	BY	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

GARY L. SOWELL, JR., P.E.
P.E. LICENSE NUMBER 58769
ARCADIS U.S., INC.
1650 PRUDENTIAL DRIVE, SUITE 400
JACKSONVILLE, FL 32207
T: 904 721 2991 F: 904 861 2450
CERTIFICATE OF AUTHORIZATION NO.: 7917

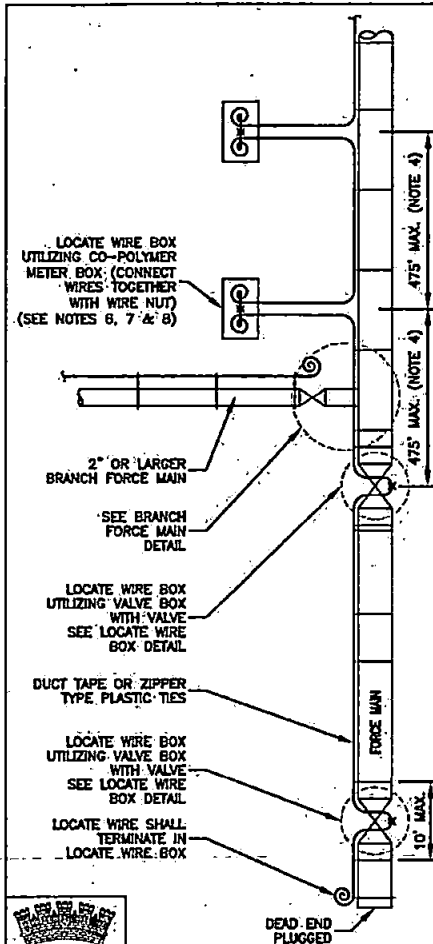


COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-17-03, TO 3

**UTILITY ADJUSTMENTS (4)
STA. 25+60.00 TO STA. 27+90.48**

SHEET NO.
37

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 68G5-23.004 F.A.C.



NOTES:

1. LOCATING WIRE TO BE INSTALLED IN EITHER THE ONE OR ELEVEN O'CLOCK POSITION ON ALL DUCTILE IRON OR PVC (PRESSURE MAINS). LOCATE WIRE SHALL ALSO BE INSTALLED ON ALL (HDPE) POLY MAIN PIPING (1:00 OR 11:00 POSITION, IF POSSIBLE).

2. SECURE LOCATING WIRE TO PVC & D.I.P. FORCE MAIN BY USE OF DUCT TAPE OR ZIPPER TYPE PLASTIC TIE STRAPS SPACED AT A MAXIMUM DISTANCE OF TEN (10') AND AT EACH SIDE OF BELL JOINT OR FITTING.

3. THE ENTIRE LOCATING SYSTEM SHALL BE INSPECTED BY THE COSA PRIOR TO BACKFILLING. AFTER BACKFILLING, THE ENTIRE LOCATING SYSTEM SHALL BE TESTED BY A CERTIFIED UTILITY LOCATOR OR BY A LICENSED ELECTRICAL CONTRACTOR TO DETERMINE ITS RELIABILITY AND CONTINUITY. WITH THE TEST REPORT SUBMITTED TO THE COSA, THE COSA SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF ANY LOCATE WIRE TESTING. WHERE INSTALLED UNDER PAVEMENT AREAS, TESTING SHALL BE DONE PRIOR TO THE PLACEMENT OF PAVEMENT. IF ANY LOCATION IS IDENTIFIED WHERE THE TRACER WIRE IS NOT CONTINUOUS, THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER, SHALL MAKE NECESSARY REPAIRS.

4. LOCATING WIRE SHALL TERMINATE WITHIN AN ACTIVE VALVE BOX (WITH A VALVE) OR A METER BOX (IF NO VALVE) AT MAXIMUM 475' INTERVALS. SEE DETAIL LOCATE WIRE BOX. WIRE CONNECTIONS BELOW GROUND (OUTSIDE OF A BOX) SHALL BE AVOIDED.

5. LOCATING WIRE SHALL BE 10 GAUGE, SINGLE STRAND, UF RATED (DIRECT BURIAL); COPPER WIRE WITH 30 MIL (MIN.) INSULATION WITH EITHER WHITE OR YELLOW COLOR. FOR HDD INSTALLATIONS, THE LOCATE WIRE SHALL BE 12' AWG COPPER-CLAD CARBON STEEL WITH 30 MILS (MIN) INSULATION, AS SPECIFIED IN SECTION 33 - DIRECTIONAL DRILLING - OF THE COSA STANDARDS AND SPECIFICATIONS DESIGN MANUAL, LATEST EDITION.

6. *** INDICATES THAT THE WIRES ARE CONNECTED TOGETHER.

7. @- INDICATES A WIRE PIG-TAIL (12" LONG).

8. AN "X" CUT SHALL BE CARVED IN THE CONCRETE CURB AND PAINTED AT ALL LOCATE WIRE BOXES.

LOCATE WIRE CONSTRUCTION FOR FORCE MAINS

REVISION
DATE: FEB 2017

NOT TO
SCALE SS-56

MINIMUM RESTRAINED LENGTH (L) IN FEET																								
NOMINAL PIPE SIZE	SAND (SP)					DEAD END	SAND-CLAY MIX. (SC)					DEAD END	CLAY (CL)					DEAD END	SILT (ML)					DEAD END
	ELBOWS (DEG.)				ELBOWS (DEG.)				ELBOWS (DEG.)				ELBOWS (DEG.)											
	11	22	45	90	11		22	45	90	11	22		45	90	11	22	45		90					
4"	2	4	9	22	49	2	3	7	16	36	2	3	7	17	29	3	6	12	28	69				
6"	3	6	12	30	69	2	5	10	23	50	2	5	10	24	41	4	8	16	39	96				
8"	4	8	16	39	90	3	6	12	30	66	3	6	13	31	55	5	10	21	50	125				
10"	5	9	19	46	107	4	7	15	36	80	4	7	15	37	66	6	12	24	59	148				
12"	5	11	22	54	126	4	8	17	42	84	4	9	18	44	79	7	14	28	68	174				

NOTE: BASED ON THE THRUST FORCE IN TABLE ABOVE.

NOTES:

1. CONTRACTOR TO USE PROPER NUMBER OF RESTRAINERS.
2. ALSO SEE DETAILS SS-38A&W31A, AND SS-38B&W31B.
3. ALL VALVES SHALL BE TREATED AS DEAD ENDS.
4. ALL CROSSES AND TEE'S SHALL BE RESTRAINED AS DIRECTED BY CITY INSPECTOR.
5. ALL UTILITY UPGRADES SHALL REQUIRE VISUAL VERIFICATION OF RESTRAINT PER THIS DETAIL.

MECHANICAL RESTRAINT DETAILS

REVISION
DATE: FEB 2017

NOT TO
SCALE SS-38&W-31

REVISIONS		DESCRIPTION
DATE	BY	

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS



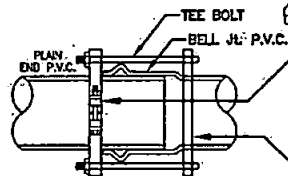
COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-17-03, TO 3

UTILITY ADJUSTMENT DETAILS

SHEET
NO.

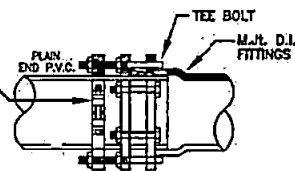
38

TYPICAL PROFILE •
BELL JT. TO PLAIN END
w/MECHANICAL RESTRAINERS



**RESTRAINED
BELL JOINT**

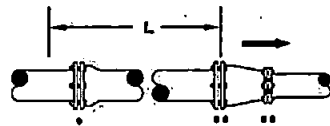
TYPICAL PROFILE ••
MECHANICAL JT. TO PLAIN END
w/MECHANICAL RESTRAINERS



**RESTRAINED
MECHANICAL JOINT**

SECTIONS

NOTE:
L = MIN. LENGTH OF PIPE TO BE
RESTRAINED ON EACH SIDE OF FITTING
(SEE DETAIL SS-38&W-31).



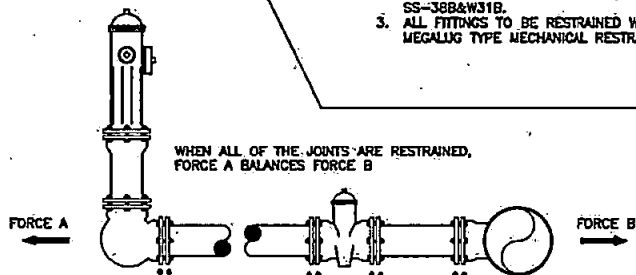
REDUCER



MECHANICAL JOINT SLEEVES

NOTES:

1. CONTRACTOR TO USE PROPER NUMBER OF RESTRAINTS.
2. ALSO SEE DETAILS SS-38&W31; AND SS-38&W31B.
3. ALL FITTINGS TO BE RESTRAINED WITH MEGALUG TYPE MECHANICAL RESTRAINT.



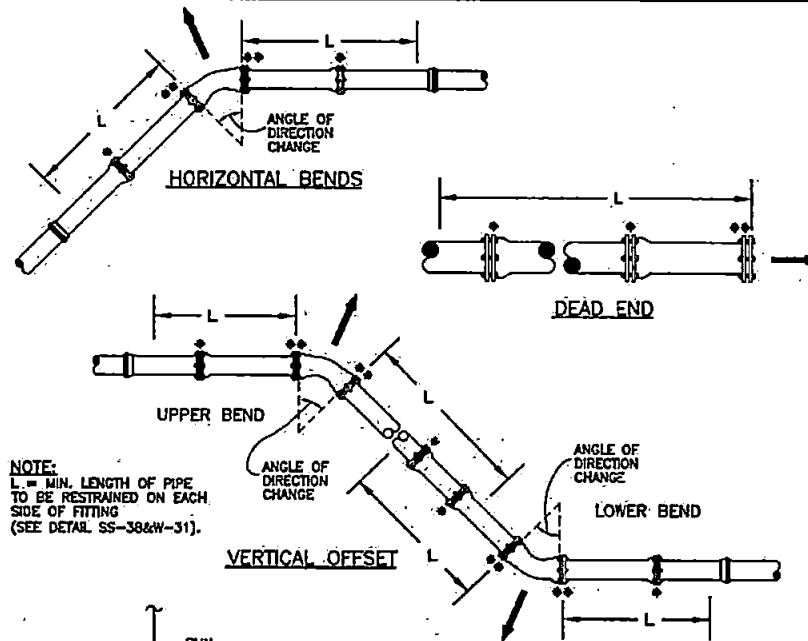
**FIRE HYDRANT LATERAL
(FOR WATER ONLY)**



MECHANICAL RESTRAINT DETAILS

REVISION
DATE: FEB 2017

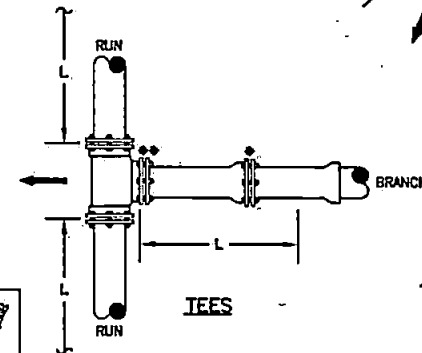
NOT TO
SCALE SS-38&W-31A



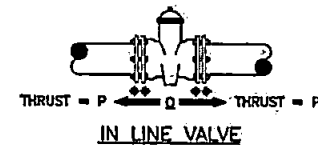
NOTE:
L = MIN. LENGTH OF PIPE
TO BE RESTRAINED ON EACH
SIDE OF FITTING
(SEE DETAIL SS-38&W-31).

NOTES:

1. CONTRACTOR TO USE PROPER NUMBER OF RESTRAINTS.
2. ALSO SEE DETAILS SS-38&W31, AND SS-38&W31A.



TEES



IN LINE VALVE



MECHANICAL RESTRAINT DETAILS

REVISION
DATE: FEB 2017

NOT TO
SCALE SS-38&W-31B

REVISIONS		
DATE	BY	DESCRIPTION

**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**

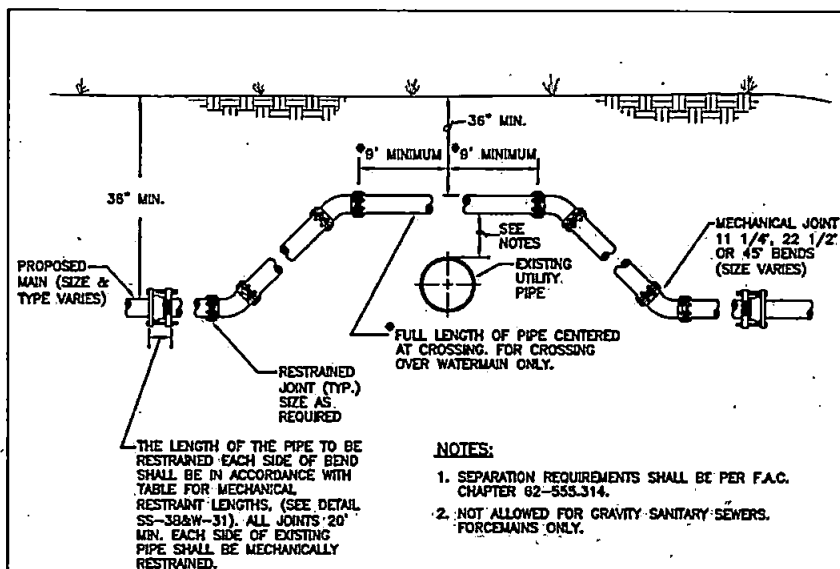


COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-17-03, TO 3

**UTILITY ADJUSTMENT
DETAILS**

SHEET
NO.
39

1/3/2017 02:00:49 PM C:\R\17003 Ravenswood Drainage\FPD-SSA\JRF\utils\UTD17003.dwg



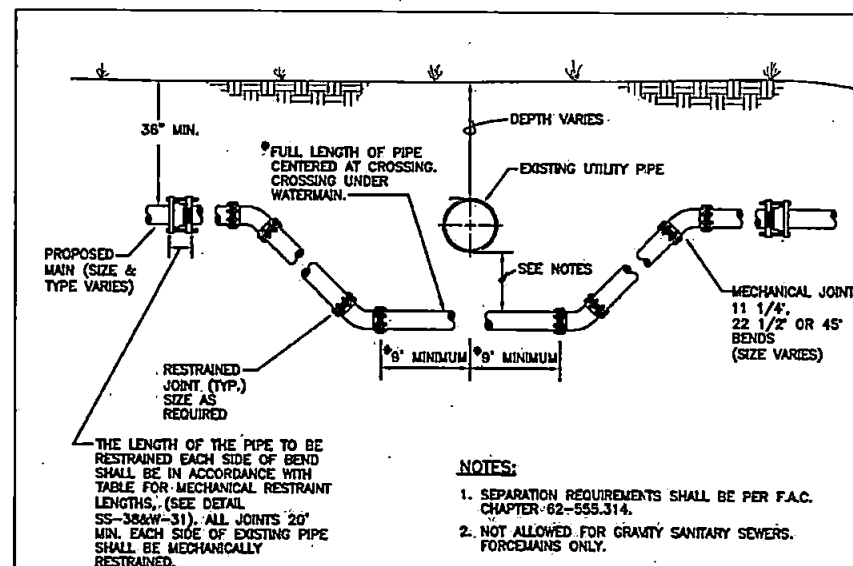
NOTES:

1. SEPARATION REQUIREMENTS SHALL BE PER F.A.C. CHAPTER 62-555.314.
2. NOT ALLOWED FOR GRAVITY SANITARY SEWERS. FORCEMAINS ONLY.



**ADJUSTMENT OVER EXISTING
UTILITIES – MECHANICAL
RESTRAINT DEVICES (CASE A)**

REVISION DATE:	FEB 2017
NOT TO SCALE	SS-39&W-32



NOTES:

1. SEPARATION REQUIREMENTS SHALL BE PER F.A.C. CHAPTER 62-555.314.
2. NOT ALLOWED FOR GRAVITY SANITARY SEWERS. FORCEMAINS ONLY.



**ADJUSTMENT UNDER EXISTING
UTILITIES – MECHANICAL
RESTRAINT DEVICES (CASE B)**

REVISION DATE:	FEB 2017
NOT TO SCALE	SS-41&W-34

REVISIONS	
DATE	DESCRIPTION

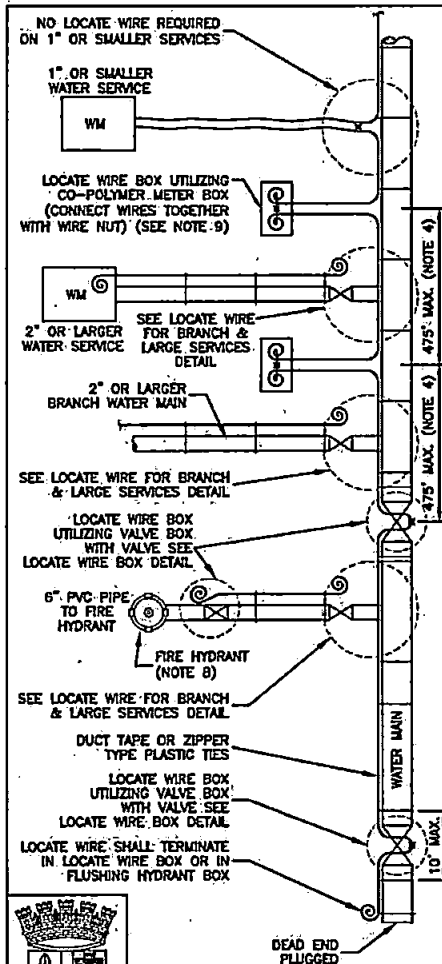
**RAVENSWOOD DRIVE
DRAINAGE IMPROVEMENTS**



COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-17-03, TO 3

**UTILITY ADJUSTMENT
DETAILS**

SHEET NO.
40



NOTES:

1. LOCATING WIRE TO BE INSTALLED IN EITHER THE ONE OR ELEVEN O'CLOCK POSITION ON ALL DUCTILE IRON OR PVC (PRESSURE MAINS). LOCATE WIRE SHALL ALSO BE INSTALLED ON ALL (HDPE) POLY MAIN PIPING (1:00 OR 11:00 POSITION, IF POSSIBLE).

2. SECURE LOCATING WIRE TO PVC & D.I.P. WATER MAIN BY USE OF DUCT TAPE OR ZIPPER TYPE PLASTIC TIE STRAPS SPACED AT A MAXIMUM DISTANCE OF TEN (10') AND AT EACH SIDE OF BELL JOINT OR FITTING.

3. THE ENTIRE LOCATING SYSTEM SHALL BE INSPECTED BY THE COSA PRIOR TO BACKFILLING. AFTER BACKFILLING, THE ENTIRE LOCATING SYSTEM SHALL BE TESTED BY A CERTIFIED UTILITY LOCATOR OR BY A LICENSED ELECTRICAL CONTRACTOR TO DETERMINE ITS RELIABILITY AND CONTINUITY. WITH THE TEST REPORT SUBMITTED TO THE COSA. THE COSA SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF ANY LOCATE WIRE TESTING. WHERE INSTALLED UNDER PAVEMENT AREAS, TESTING SHALL BE DONE PRIOR TO THE PLACEMENT OF PAVEMENT. IF ANY LOCATION IS IDENTIFIED WHERE THE TRACER WIRE IS NOT CONTINUOUS, THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER, SHALL MAKE NECESSARY REPAIRS.

4. LOCATING WIRE SHALL TERMINATE WITHIN AN ACTIVE VALVE BOX (WITH A VALVE) OR A METER BOX (IF NO VALVE) AT MAXIMUM 475' INTERVALS. SEE DETAIL LOCATE WIRE BOX. WIRE CONNECTIONS BELOW GROUND (OUTSIDE OF A BOX) SHALL BE AVOIDED.

5. LOCATING WIRE SHALL BE 10 GAUGE, SINGLE STRAND, UF RATED (DIRECT BURIAL), COPPER WIRE WITH 30 MIL (MIN.) INSULATION WITH EITHER WHITE OR YELLOW COLOR. FOR HDD INSTALLATIONS, THE LOCATE WIRE SHALL BE 12 AWG COPPER-CLAD CARBON STEEL WITH 30 MILS (MIN) INSULATION, AS SPECIFIED IN SECTION 33 OF THE COSA STANDARDS AND SPECIFICATIONS DESIGN MANUAL, LATEST EDITION.

6. "X" INDICATES THAT THE WIRES ARE CONNECTED TOGETHER.

7. "@ " INDICATES A WIRE PIG-TAIL (12" LONG).

8. FOR FIRE HYDRANT LOCATE WIRE IS ONLY REQUIRED IF THE DISTANCE BETWEEN TAPPING VALVE AND HYDRANT IS OVER 15 LINEAR FEET. IF LOCATE IS REQUIRED, THE WIRE SHALL BE ROUTED FROM THE TAPPING VALVE TO A LOCATE WIRE BOX (LOCATE NEXT TO HYDRANT).

9. AN "LW" CUT SHALL BE CARVED IN THE CONCRETE CURB AND PAINTED AT ALL LOCATE WIRE BOXES.

LOCATE WIRE CONSTRUCTION FOR WATER MAINS

REVISION DATE:	FEB 2017
NOT TO SCALE	W-56



REVISIONS		
DATE	BY	DESCRIPTION

RAVENSWOOD DRIVE DRAINAGE IMPROVEMENTS



COUNTY
ST. JOHNS
COUNTY PROJECT #
RFQ 17-17-03, TO 3

UTILITY ADJUSTMENT DETAILS

SHEET NO.
41

BID NO: 19-15

EXHIBIT “C”

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT 155421-1 PERMIT



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

October 18, 2018

Donnie Tackett
St Johns County Public Works
2740 Industry Center Rd
St Augustine, FL 32084-0529

SUBJECT: 155421-1
Ravenswood Drive Drainage Improvements

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on October 18, 2018. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

John A. Miklos, CHAIRMAN
ORLANDO
Douglas C. Bournique
VERO BEACH

Fred N. Roberts Jr., VICE CHAIRMAN
OCALA
Douglas Burnett
ST. AUGUSTINE

Chuck Drake, SECRETARY
ORLANDO
Susan Dolan
SANFORD
Janet Price
FERNANDINA BEACH

Ron Howse, TREASURER
COCOA
Allan Roberts
ST. AUGUSTINE

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

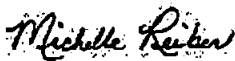
Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit

cc: District Permit File

David Jeff
Carter Environmental
Ste C
7 Waldo St
St Augustine, FL 32084-2788

Clint Capps
Arcadis
1650 Prudential Dr
Jacksonville, FL 32207-8147

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 155421-1

DATE ISSUED: October 18, 2018

PROJECT NAME: Ravenswood Drive Drainage Improvements

A PERMIT AUTHORIZING:

Authorization of a Stormwater Management System for Ravenswood Drive Drainage Improvements, a 2.0 - acre project to be constructed and operated as per plans received by the District on October 10, 2018.

LOCATION:

Section(s): 12

Township(s): 7S

Range(s): 29E

St. Johns County

Receiving Water Body:

Name	Class
San Sebastian River	III Marine

ISSUED TO:

St Johns County Public Works

2740 Industry Center Rd

St Augustine, FL 32084-0529

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated October 18, 2018

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By:



David Miracle
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 155421-1
Ravenswood Drive Drainage Improvements
DATED October 18, 2018

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities; DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
 14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
 19. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
 20. This permit for construction will expire five years from the date of issuance.
 21. The improvements must be constructed and operated in accordance with the plans received by the District on October 10, 2018.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Donnie Tackett
St Johns County Public Works
2740 Industry Center Rd
St Augustine, FL 32084-0529

This 18th day of October, 2018.

M. Daniels

Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 155421-1

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for
_____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
MacLennan, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

BID NO: 19-15

EXHIBIT “D”

SAMPLE OF CITY OF ST. AUGUSTINE CONSTRUCTION SERVICES AGREEMENT “FOR INFORMATIONAL PURPOSES ONLY”

(Separate Attachment)

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE
CITY OF ST. AUGUSTINE
AND XXXXX FOR THE
RAVENSWOOD DRAINAGE IMPROVEMENTS – UTILITIES PROJECT**

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE ("the City", whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and ("Contractor"), whose address is XXXXX, . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"). In accordance with St. Johns County's Request for Bid #19-15, Contractor shall complete the City's portion of Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid submittals; and (5) this Agreement including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

- (a) The term of this Agreement shall run from the Effective Date to the Final Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.
- (b) Effective Date. The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) Completion Date. The Substantial Completion Date is XXX calendar days from issuance of the Notice to Proceed. Final Completion Date of this Agreement is xxxx from Substantial Completion Date, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

2. COMMENCEMENT OF WORK

- (a) Contractor shall commence the Work upon the issuance of a Notice to Proceed by the City.

This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and

approved.

3. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each calendar day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The amount of liquidated damages shall be \$500.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the City for non-performance.
- (b) Contractor shall not be charged with liquidated damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

4. DELIVERABLES

- (a) The Work is specified in the Scope of Work, Exhibit A, Construction Drawings, Attachment #1. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

5. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of

the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

6. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the City agrees to pay Contractor [a sum not to exceed] [\$] (the "Total Compensation").

7. PAYMENT OF INVOICES

- (a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to purchasing@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

8. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT

- (a) Each month, the Contractor shall submit an application for payment for work performed to that point. The Owner will process and issue payment in compliance with the requirements of the Florida Local Government Prompt Payment Act as described below. Final payment in the amount of ten percent (10%) of the total project amount will be retained pending final inspection and acceptance of the project by the Owner and proof of complete payment to all subcontractors and suppliers.
- (b) All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include home address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; for work-orders, see special requirements under **WORK ORDERS**); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

As conditions precedent to final payment under this Contract, the Contractor shall furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; shall have performed all other requirements pursuant to the Contract Documents; shall warrant all workmanship for a period of one (1) year after the date of final acceptance of the Work by the Owner and shall furnish signed copies of the Contractor's Warranty Guarantees signed by Contractor, subcontractors, materialsmen, suppliers, laborers or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work. The City shall be the expressly designated beneficiary of any and all Warranty Guarantees. Acceptance of any Work or any possession taken by Owner shall not operate as a waiver of any provision of the Contract Documents or any

right or power reserved to Owner, including any right to damages provided in the Contract Documents.

- (d) In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:

1. Jonathan Foster, P.E.
Public Works Department
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
904-209-4273 (Office)
904-209-4286 (fax)
Email: jfoster@citystaug.com

2. The City's Agent is required to review invoices or payment requests prior to processing for payment.

3. The due date for payment of construction services by the City shall be determined as follows:

a) If the City's agent must approve the payment request or invoice submitted by the Contractor before the payment request or invoice is submitted to the City, payment shall be due twenty-five (25) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The Contractor may send the City an overdue notice. If the payment request or invoice is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

b) If the City's agent need not approve the payment request or invoice submitted by the Contractor, payment is due twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.

c) If a payment request or invoice submitted by the Contractor does not meet the contract requirements, the City must reject the payment request or invoice within twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.

d) If a payment request or invoice is rejected and the Contractor submits a payment request or invoice which corrects the deficiency, the corrected payment request or invoice must be paid or rejected ten (10) business days after the date the corrected payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.

e) If a dispute between the City and the Contractor cannot be resolved by the

procedure described above, the dispute shall be resolved in accordance with the dispute resolution procedure described in Section 217.76(2), F.S.

- f) If the City disputes only a portion of a payment request or invoice submitted by the Contractor, the City shall pay the undisputed portion in a timely manner in accordance with subsections (a) and (b) above.

4. Punch List

- a) For projects less than \$10,000,000.00.

Within thirty (30) calendar days of reaching Substantial Completion of the Work as defined in the Contract or, if not defined in the Contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the work, note any deficiencies and develop a single list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the

Contractor no later than five (5) calendar days after it has been developed and reviewed.

- b) For projects more than \$10,000,000.00.

Within thirty (30) calendar days or, if extended by Contract, up to sixty (60) calendar days, of reaching Substantial Completion of the Work or, if not defined in the contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the Work, note any deficiencies and generate a list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the Contractor no later than five (5) days after it has been developed and reviewed.

- c) The Final Contract Completion Date shall be no fewer than thirty (30) days after delivery of the list of items. If the list is not provided to the Contractor by the agreed upon date for delivery of the list, the Contract Term for completion shall be extended by the number of days the City exceeded the delivery date.

- (e) **Payments Withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (f) **Retainage.** The City shall pay Contractor (ninety percent (90%) of each approved invoice and retain ten percent (10%) as retainage), to be paid upon completion of the Work. For Work Order contracts, completion occurs at the completion of the punch list for each Work Order. For phased projects, completion occurs at the completion of the punch list for each phase. Contractor may present the City with a payment request for part or all of the retainage as provided by Section 218.735(7)(e), F.S.

9. **PAYMENT AND RELEASE** Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
10. **INDEMNIFICATION** Contractor shall indemnify and hold harmless, release, and forever discharge the City, its public officers, employees, agents, representatives, successors, and assigns from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.
11. **INSURANCE AND PERMITS.** Contractor shall acquire and maintain, at its own expense, all permits and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

12. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

13. **PROJECT MANAGEMENT AND PERSONNEL**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY

Jonathan Foster, P.E., Project Manager
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085-0210
904-209-4273 (Office)
904-209-4286 (Fax)
E-mail: jfoster@citystaug.com

CONTRACTOR

, Project Manager

E-mail:

- (b) The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the City. The superintendent shall not be changed except with the City's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the City produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the City's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

14. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten (10) days after execution of this Agreement, Contractor shall schedule a pre-work conference with the City's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the City's approval not fewer than five (5) days prior to the pre-work conference. The City shall have ten (10) days to review the work plan. Not less than five (5) days prior to the pre-work conference, Contractor shall provide the City a list of each subcontract exceeding

ten percent (10%) of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.

- (b) **Progress Reports.** Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.
- (c) **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (d) **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (e) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

15. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in

writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

16. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City. The presence or absence of a City inspector shall not relieve Contractor from any requirements of this Agreement.
- (b) **Change Orders**
 - (i) The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) cost and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
 - (ii) For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five

(5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

17. TERMINATION AND SUSPENSION

- (a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.

- (d) **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

(e) **Contractor's Right to Stop Work or Terminate Agreement**

- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

18. **PROTECTION OF WORK.** Contractor shall protect and prevent damage to all finished and unfinished portions of the Work including, but not limited to, the protection of the same from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in the Contract Consideration nor any extension of the Term.

19. **TRENCH SAFETY.** In the performance of this contract, Contractor may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. Section 553.62, F.S., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR s. 1926.650 Subpart P, as the standard. Contractor shall separately estimate the cost of compliance with those standards as required by Section 553.63, F.S. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements.

20. **NO ASSIGNMENT.** The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

21. **COMPLIANCE WITH PUBLIC RECORDS ACT**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (904) 825-1007
Email: recordsrequest@citystaug.com
Mailing Address: City of St. Augustine
Darlene Galambos, City Clerk
Public Records Custodian
P.O. Box 210
St. Augustine, Florida 32085-0910

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, 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 the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and

shall seek such remedies for such default as provided in the contract or at law.

7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

22. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, F.S., nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, F.S.

23. **ACCESS; WORK AREA; GATES**

- (a) **Access.** The City will provide sufficient access to accomplish Work performed on City property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the City, and shall, upon conclusion of the Work, return said roadways to City in their original condition. Land access to construction sites is restricted to the route designated by the City. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the City.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the City before making any adjustments.

25. **ASSIGNMENT AND SUBCONTRACTS**

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontract nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

26. **AUDIT; ACCESS TO RECORDS.** Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based

upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

27. BONDS

Pursuant to Chapter 255.05 F.S., prior to commencing the work, the Selected Contractor shall execute and record in the public records of St. Johns County a payment and performance bond with a surety insurer authorized to do business in the State of Florida. A certified copy of the recorded bond shall be provided to the City prior to commencement of the work.

- (a) **Payment Bond.** A payment bond equal to the Total Compensation is required for fixed price contracts and fixed price Work Orders greater than \$100,000; provided, however, that the bond may be reduced by the City, in its sole judgment and discretion, to that amount necessary to ensure payment of all subcontractors and materialmen. The City may require, in its sole judgment and discretion, a payment bond for fixed price contracts and Work Orders of \$100,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
- (b) **Performance Bond.** A performance bond equal to one hundred twenty-five percent (125%) of the Total Compensation is required for fixed price contracts and Work Orders greater than \$200,000. The City may require, in its sole judgment and discretion, a performance bond for fixed price contracts and Work Orders of \$200,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
- (c) Completed bonds shall be delivered to and accepted by the City prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be (1) either in the reproduced form provided in the Bid Documents or in a form approved by the City, and (2) written through a licensed agency that fulfills the requirements of Section 287.0935, F.S.
- (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s rating and analysis web site.
- (e) In lieu of the bond, a Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, irrevocable letter of credit, or other security acceptable to the City.

28. **CIVIL RIGHTS.** Pursuant to Chapter 760, F.S., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

29. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from City property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After

twenty (20) days, the City may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the City, with excess revenues paid to Contractor.

30. COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS

- (a) The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City contractors, as may be directed by the City. Contractor shall afford other City contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other City contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractor's work after execution of the Work.**

31. CORRELATION AND INTERPRETATION OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

32. DISPUTE RESOLUTION.

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating

event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

- (b) **Invoices.** In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the Office of the City Manager. The matter shall then proceed as described in subsection (a), above.

33. DIVERSITY REPORTING. The City is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

34. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or

decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the City in writing, which shall be promptly verified by the City. Any Work done after such discovery, unless authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

35. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court in the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

36. INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING. Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

37. INDEPENDENT CONTRACTOR. Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an

affirmative obligation to provide any employee benefits not required by law.

38. INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION

- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The City's intent is to obtain a high quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Materials and Equipment Schedules.** The City shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten (10) days after the date of contract award and before any material or equipment is purchased, Contractor shall submit to the City's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the City at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the City. The City's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the City upon request.
- (d) **Re-examination of Work.** The City may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with specifications, the City will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.
- (e) **Testing.**
- (i) The City may require that materials be tested prior to incorporation in the Work. In some instances it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the City with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two (2) copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph

does not obligate the City to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.

- (ii) If the specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the City's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the City's Project Manager, Contractor's Project Manager shall supply the City's Project Manager with 72 hours prior notice of such inspection. Inspections by the City's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the City's Project Manager, it shall, if required by the City, be uncovered for examination at Contractor's expense.
- (f) **Rejection of Work and Materials.** Contractor shall promptly notify the City of any defective material and shall not incorporate such material into the Work. The City may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the City. If the City deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the City. If disputed, Contract may submit a Change Order, subject to the dispute resolution procedure.
- (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the City to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the City may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the City to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.
- (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the City's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the City to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The City will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
39. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches,

or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in Section 403.031, F.S., is dumped or spilled in unauthorized areas, Contractor shall notify the City thereof within one (1) workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the City and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

40. **LIENS.** Acknowledging that the City's property is not subject to liens, neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the City releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the City a bond satisfactory to the City, indemnifying the City against any such potential lien. If any lien or potential lien remains unsatisfied, the City may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the City all monies that the City paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the City shall not constitute a waiver of any claims or defenses that Contractor may have against the lienor.

41. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.

42. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to wages, health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:

- (a) The City shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
- (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
- (c) Contractor shall: (i) give to the proper authorities all required notices relative to the Work; (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility; and (iii) furnish any bonds, security, or deposits required to permit performance of the Work; (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and (v) resolve any issues resulting from a finding of noncompliance by any

governmental agencies, including all costs for delays, litigation, fines, or other costs.

43. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto City property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.

44. **PROTECTION OF THE WORK, CITY EQUIPMENT, AND PROPERTY.**

Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the City, whether or not the same has been covered by partial payment. Contractor is solely responsible for all City-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the City shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the City's satisfaction. Should Contractor fail to perform these obligations, the City may make good any such damage and deduct the cost thereof from Contractor's final payment.

45. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services for a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

46. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance on this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

47. **REMEDIES FOR NON-PERFORMANCE**

City Remedies. The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.

- (b) **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an

opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.

- (c) **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

48. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

49. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to City property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

50. **SUBSTANTIAL COMPLETION; PUNCH LIST.** Contractor shall notify the City in writing when it considers the Work to be substantially complete. "Substantially complete" is the point when the City can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete. Within thirty (30) days of receipt of such notice, the City shall review the Work and determine whether the Work is substantially complete. If the City agrees that the Work is substantially complete, the City shall within said 30-day period, develop a list of items ("Punch List") required to render the Work complete, satisfactory, and acceptable in all respects. The Punch List shall be delivered to Contractor not later than five (5) days after it is developed. Contractor shall complete the Punch List items by the Completion Date; provided, however, that if the Completion Date is less than thirty (30) days after the date of delivery of the Punch List, the Completion Date shall be extended to thirty (30) days after delivery of the Punch List. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Contractor's responsibility to complete all construction services required by the Agreement. Upon completion of all Punch List items, Contractor may request payment of any remaining retainage. If the City disputes the completion of any items on the Punch List, it may withhold 150 percent of the estimated cost of completing any such items, and shall return the remainder of the retainage to Contractor. Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.

51. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS**

(a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the City will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The City will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the City. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the City's Project Manager as to the quantities estimated.

(b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the City. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the City. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.

Points and Instructions. Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the City for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

52. **USE OF COMPLETED PORTIONS OF THE WORK.** The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not

have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

53. WARRANTY

- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

54. WORK SCHEDULE. As per General Conditions.

55. CONTRACT INTERPRETATION. In the event of a conflict between the terms of this Agreement and the General Conditions, the term of the General Conditions shall prevail.

56. ENTIRE AGREEMENT. The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

ADDITIONAL PROVISIONS
(In Alphabetical Order)

DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR'S PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR'S SUPERINTENDENT: Contractor's representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor's Project Manager or the City.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

CITY'S SUPPLEMENTAL INSTRUCTION: Instructions issued by the City's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and

consistent with the purpose of the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERFORMANCE AND PAYMENT BOND: The security furnished by Contractor and surety in either the form provided or in a form approved by the City as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

REQUEST FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

RESPONDENT: Any person who submits a Bid in response to a Request for Bids or a proposal in response to a Request for Proposals.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

****To be used for corporations**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

OWNER:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Corporate Secretary
(SEAL)

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Isabelle Lopez, City Attorney

Exhibit A: Scope of Work

Exhibit B: Insurance Requirements

Attachment #1 - General Conditions

Attachment #2 - Engineering Plans

Attachment #3 - COSA Public Works Department Standards and Specifications Design Manual and Detail

http://www.staugustinegovernment.com/the-city/documents/PubWrks/documents/COSAUtilManMar2014webB_000.pdf

Attachment #4 - Protection of Archaeological and Historical Sites

Attachment #5 - Unexpected Discoveries

Attachment #6 - COSA As-Built Requirements

Attachment #7 - Electronic Drawing File Standards

****To be used for LLC and Individual**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

OWNER: CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name: _____
Darlene Galambos, City Clerk

By: _____

Printed Name: John P. Regan

(SEAL)_

Title: City Manager

Date: _____

CONTRACTOR:

Signed, sealed and delivered
in the presence of:

By: _____

Witness

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____

Witness

Printed Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work

Exhibit B: Insurance Requirements

Attachment #1 - General Conditions

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Attachment #6 - COSA As-Built Requirements

Attachment #7 - Electronic Drawing File Standards

EXHIBIT A – SCOPE OF WORK

For Informational Purposes Only

EXHIBIT B - INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A- or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

**If applicable, the following additional coverage may be required, depending upon the nature of the Work.

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits..

ATTACHMENT #1 – GENERAL CONDITIONS
(under separate cover – FTP Site)

For Informational Purposes Only

ATTACHMENT #2 – ENGINEERING PLANS/SPECIFICATIONS
(under separate cover – FTP Site)

For Informational Purposes Only

ATTACHMENT #3
STANDARDS AND SPECIFICATIONS DESIGN MANUAL AND DETAILS
(on the City website)

http://www.citystaug.com/document_center/Publicworks/Development/UtilityConstruction/COSAUtilityManual.pdf

For Informational Purposes Only

ATTACHMENT #4
PROTECTION OF ARCHAEOLOGICAL AND HISTORICAL SITES

Where historical remains, antiquity or any other object of cultural or archaeological importance are discovered during construction the following procedures shall be applied:

- 1) Stop construction activities;
- 2) Delineate the discovered site area;
- 3) Secure the site to prevent any damage or loss of removable objects;
- 4) Notify the City Archaeologist within one (1) business day who in turn shall notify the responsible authorities of the State if necessary.
- 5) The City Archaeologist is responsible for protecting and preserving the site before deciding on the proper procedures to be carried out;
- 6) An evaluation of the finding will be performed by the City Archaeologist where the significance and importance of the findings will be assessed according to various criteria relevant to cultural heritage including aesthetic, historic, scientific or research, social and economic values;
- 7) Decision on how to handle the findings will be reached based on the above assessment and could include changes in the project layout, conservation, preservation, restoration or salvage; and
- 8) Construction work may resume only when permission is given from the City Archaeologist or the responsible authorities of the State (if necessary).

In case of delay incurred in direct relation to the Archaeological findings not stipulated in the contract (and affecting the overall schedule of works), the Contractor may apply for an extension of time. However, the Contractor will not be entitled for any kind of compensation or claim other than what is directly related to the execution of the archaeological findings, works and protections.

For Informational Purposes Only

ATTACHMENT #5 – UNEXPECTED DISCOVERIES

A. General Procedures

The Selected Contractor shall notify the City within one (1) business day if it appears that the project will affect a previously unidentified property which may be an historic property, including human remains, or affect a known historic property in an unanticipated manner.

If any archaeological deposits are identified that contain human remains the City Archaeologist shall notify the State Historic Preservation Officer (SHPO). The Selected Contractor shall ensure work immediately stops in the vicinity of such a discovery and will take all reasonable measures to avoid, minimize harm and protect the discovery until the City Archaeologist concludes the consultation with all appropriate parties. For non-human remain discoveries, decisions will be determined by City Archaeologist for other significant archaeological deposits (e.g., trash pits, wells, building remnants, etc.).

If human remains are discovered, the City Archaeologist shall inform SHPO who will then notify the parties of any time constraints and all parties will mutually agree upon timeframes for consultation on the discovery. Following consultation, SHPO will provide all consulting parties with written recommendations which take into account the effects of the undertaking. If the consulting parties do not object to SHPO's recommendations for the treatment of the discovery within the agreed upon timeframe, SHPO will require the City to modify the project scope of work to implement SHPO's recommended action. If there is a timely objection to SHPO's recommended action, SHPO will consult further with the objecting party.

B. Human Remains

If human remains are discovered during construction, all project construction activities shall cease immediately. The City shall notify the local Police Department and the Medical Examiner's Office via telephone within one (1) business hour of the stop work and SHPO via email within one (1) business day. Construction activities shall not resume until the disposition of the human remains has been resolved in accordance with all applicable local, state and Federal laws.

1. If the human remains are determined by the Medical Examiner's Office to be of recent, non-Native American origin, then the City shall ensure that the remains are removed and the discovery area is treated in accordance with all applicable local, state and Federal Laws. Construction may resume upon notification from the City.
2. If the human remains are of archaeological interest or Native American, SHPO shall take the lead in working with all parties to ensure compliance with the applicable local, state and Federal laws. Construction may resume upon notification from SHPO to the City.
 - a. SHPO shall follow policy presented in the Advisory Council on Historic Preservation (ACHP)'s *Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects* (February 23, 2007).
 - b. SHPO will conduct an in-person meeting in St. Augustine with representatives of the appropriate Indian Tribes, ACHP and other consulting parties as needed to determine the disposition of the remains. This meeting will include a site visit if requested by any Indian Tribe, SHPO or ACHP.

ATTACHMENT #6
CITY OF ST. AUGUSTINE AS-BUILT REQUIREMENTS

PRELIMINARY AS-BUILT DRAWINGS

All as-built information shall be recorded and kept current during the progress of the construction Work. On a monthly basis, the CONTRACTOR or DEVELOPER's authorized agent shall furnish to the CITY a photocopy "redline" set of drawings identifying those field changes made to the Work to date, along with a photocopy set of the associated field notes and photographs. Revisions and recording of information on the photocopy set of drawings shall be done to scale in red ink clearly and accurately. The CITY may review and comment on the drawings which shall be incorporated into the next month "redline" as-built submittal. Failure to incorporate changes the following month may result in the rejection of any application for payment submittal to the CITY, denial of certification of completion, or denial of acceptance by the CITY.

Upon completion of the Work and prior to dedication of utilities to the CITY, the CONTRACTOR shall furnish electronic files in AutoCAD DWG and Acrobat PDF formats that are in the State Plane Coordinate System using the Florida East Zone (US Feet) with reference to the North American Datum (NAD) 1983 for horizontal data and the North American Vertical Datum (NAVD) 1988 Datum for elevation data and two (2) 24"x36" paper copies for the purposes of RDEP Clearance Requests, CITY review and CITY walk-thru inspections. Preliminary as-built drawings shall be based on the engineering design drawings as released for construction and shall include all detail sheets and depict any deviations. The engineering design drawings electronic file shall be furnished to the CONTRACTOR by the project ENGINEER. The preliminary as-built drawings electronic file shall remain intact per the engineering design drawings electronic file and be re-drawn/revise to indicate final as-built data (true to scale) and separated from the engineering design drawing features by individual layers as indicated on the CITY's electronic drawing file standards and submittal form (see Appendix C) in accordance with all addenda and change orders. The engineering design drawing layers shall be lightened and/or grayed as to not distract from the as-built layers. Simply changing the coordinates note or just adding notes is not acceptable. Separate preliminary as-built drawings are required for water, sewer and stormwater. No preliminary as-built drawings will be accepted which contain a combination of the above construction types, unless prior approval by the CITY is granted.

The CONTRACTOR shall provide access to buried utilities in order to allow for accurate horizontal and vertical measurements to be acquired by the SURVEYOR or ENGINEER as needed. At no time shall the SURVEYOR or ENGINEER accept the CONTRACTOR's word or sketch to replace onsite survey methods to record as-built data. Should discrepancies exist, at the discretion of the CITY and at no cost to the CITY the CONTRACTOR shall verify buried utilities.

Each sheet of the as-built drawings shall be labeled AS-BUILT in 1" high or larger printed letters and bear the name of the signed as-built certification of the CONTRACTOR and the signed and sealed as-built certification of the registered professional SURVEYOR and MAPPER (PSM) and/or registered professional ENGINEER (PE) who provided the horizontal and vertical dimensions and elevations on the as-built drawings. The signatures shall certify that the as-built drawings do, in fact, reflect true as-built conditions as located under the direct supervision of the registered PSM and/or PE. The drawings shall be certified using the forms provided by the CITY (see Appendix C).

At a minimum, as-built drawings shall clearly indicate horizontal and vertical locations of all pipes, valves, appurtenances, taps, manholes, structures, etc... Clearly show Bac-T sample points numbered and matching the Bac-T test reports. Datum and benchmark information shall be boldly displayed in large print on each drawing sheet. A minimum of two (2) benchmarks on or adjacent to the site shall be shown along with four (4) GPS acquired location points of property corners or existing permanent site features on or adjacent to the site are required.

Failure to comply with the CITY's preliminary as-built drawings standards herein or failure to field verify as-built drawings as required shall result in the CONTRACTOR being ineligible to bid on future CITY projects or install underground utilities within the CITY service area.

FINAL AS-BUILT DRAWINGS

After the preliminary as-built drawings have been reviewed and approved by the CITY, after all punch list items have been successfully completed and after the final walk-thru inspection of the project has been conducted the CONTRACTOR may submit the final as-built drawings. Submittal to the CITY shall consist of the following items:

- ☐ One (1) electronic set (CD)
- ☐ Three (3) signed and sealed paper sets
- ☐ One (1) 24" x 36" signed and sealed reproducible Mylar

Failure to comply with the CITY final as-built drawings standards herein or failure to submit final as-built drawings in a timely matter shall result in the CONTRACTOR being ineligible to bid on future CITY projects or install underground utilities within the CITY service area.

For Informational Purposes Only

ATTACHMENT #7
ELECTRONIC DRAWING FILE STANDARDS

All As-Built drawings submitted to the City of St. Augustine Public Works Department shall be accompanied by an electronic file in AutoCAD and PDF format. The electronic files must meet the following requirements:

File Format

The acceptable file formats are as follows:

CAD Drawings _____ DWG (AutoCAD drawing file)

GIS Data Set(s)/Layer(s) _____ ESRI Geodatabase files
ESRI Shape files

Coordinate System

All CAD drawings and GIS data set(s)/layer(s) shall be submitted in the following projected coordinate system:

State Plane Feet
NAD 83
Florida East Zone (901)

Layering Format

As-Built utility features must be separated from the engineering design drawing features and placed on individual layers as defined by the City. A list provided by the City defining the layers descriptions shall be used.

A completed **Electronic Data Submittal** form must accompany all as-built drawings submitted to the Public Works Department.

Include a completed copy of this form with ALL electronic files submitted.

Project: _____

Company Name: _____

File Name(s): _____

Contact Person: _____ Phone No.: _____

Title: _____ Email: _____

Format: _____ DWG (AutoCAD drawing file)-
 _____ Version: _____
 _____ GDB (ESRI Geodatabase)
 _____ SHP (ESRI Shape file)
 Include all files (.shp, .shx, .dbf, .prj, etc.)

Engineering Design Drawings: _____ Lightened and/or grayed (required)
 _____ Intact (required)

As-built Drawings: _____ City defined layers used (required)
 _____ Attach list of layers with descriptions used (required)

For **technical** questions regarding this request please contact:

Jeremy Berg, GIS Coordinator
Engineering Division, Public Works Department
(904) 825-1040 / jberg@citystaug.com

AS-BUILT – PROFESSIONAL ENGINEER CERTIFICATION

INFORMATION PROVIDED BY:

Date: _____
Name: _____
Address: _____
Phone No.: _____

I HEREBY CERTIFY THAT THE

_____ Pavement
_____ Curb & Gutter
_____ Storm & Drainage System
_____ Lake or Pond
_____ Underdrain Connections
_____ Fire Water Main

_____ Chilled Water
_____ Water Main
_____ Reclaimed Water Main
_____ Force Main
_____ Sanitary Gravity System
_____ Lift Station

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS AND THE ACCOMPANYING ELECTRONIC FILE HAVE BEEN LOCATED AND MAPPED IN ACCORDANCE WITH CHAPTER 471 OF FLORIDA STATUTES, CHAPTER 615-23 OF THE FLORIDA BOARD OF PROFESSIONAL ENGINEERS AND THE CITY OF ST. AUGUSTINE STANDARDS FOR AS-BUILT DRAWINGS.

ELECTRONIC DRAWING FILE NAME: _____

FILE
DATE: _____

DATE OF FIELD SURVEY: _____

SIGNATURE: _____
NAME: _____

FLORIDA PROFESSIONAL ENGINEER
No. _____
DATE: _____

• AFFIX SEAL •

AS-BUILT – PROFESSIONAL SURVEYOR AND MAPPER CERTIFICATION

INFORMATION PROVIDED BY:

Date: _____
Name: _____
Address: _____
Phone No.: _____

I HEREBY CERTIFY THAT THE

____ Pavement
____ Curb & Gutter
____ Storm & Drainage System
____ Lake or Pond
____ Underdrain Connections
____ Fire Water Main

____ Chilled Water
____ Water Main
____ Reclaimed Water Main
____ Force Main
____ Sanitary Gravity System
____ Lift Station

ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS AND THE ACCOMPANYING ELECTRONIC FILE HAVE BEEN LOCATED AND MAPPED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS PER CHAPTER 5J-17.051 AND 5J-17.052, F.A.C. AND THE CITY OF ST. AUGUSTINE STANDARDS FOR AS-BUILT DRAWINGS.

ELECTRONIC DRAWING FILE NAME: _____

FILE
DATE: _____

DATE OF FIELD SURVEY: _____

SIGNATURE: _____

NAME: _____

PSM No.: _____

DATE: _____

• AFFIX SEAL •

THIS REPORT AND ELECTRONIC FILE ARE NOT FULL AND COMPLETE WITHOUT THE OTHER AND ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

AS-BUILT – CONTRACTOR CERTIFICATION

INFORMATION PROVIDED BY:

Date: _____
Name: _____
Address: _____
Phone No.: _____

I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF:

_____ Pavement	_____ Chilled Water
_____ Curb & Gutter	_____ Water Main
_____ Storm & Drainage System	_____ Reclaimed Water Main
_____ Lake or Pond	_____ Force Main
_____ Underdrain Connections	_____ Sanitary Gravity System
_____ Fire Water Main	_____ Lift Station

ARE IN ACCORDANCE WITH THE APPROVED PLANS AND CITY STANDARDS, UNLESS OTHERWISE APPROVED BY THE CITY.

CONTRACTOR'S SIGNATURE: _____ DATE: _____

CONTRACTOR'S NAME: _____
STATE UTILITIES LICENSE
No.: _____

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