

RESOLUTION NO. 2021 - 265

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO FINALIZE NEGOTIATIONS, AND EXECUTE AN AGREEMENT WITH CONTINENTAL HEAVY CIVIL CORP TO COMPLETE THE DESIGN AND CONSTRUCTION OF THE HURRICANE MATTHEW AND IRMA FEMA CAT B EMERGENCY BERM RESTORATION IN ACCORDANCE WITH RFQ NO. 20-77 AND THE CONTRACT DOCUMENTS AS NEGOTIATED.

RECITALS

WHEREAS, in February 2021, the County entered into an agreement with Continental Heavy Civil Corp ("CHC") for the preliminary services for the Design-Build of the Hurricane Matthew FEMA CAT B Emergency Berm Restoration, and subsequently received a conditionally approved appeal from FEMA to include the Hurricane Irma project, provided the projects were completed together before December 31, 2021; and

WHEREAS, the County and CHC reached agreement to include the Hurricane Irma scope into the project, and moved forward with the design and construction for both the Hurricane Matthew and Hurricane Irma scope of work; and

WHEREAS, County Staff and CHC have negotiated the proposal and terms and conditions of the secondary services, to include the finalization of the design services, permitting, and construction of the combined Hurricane Matthew and Irma projects within the timeframe provided by FEMA, as negotiated and directed by the Board; and

WHEREAS, the County must recognize and appropriate a Department of Homeland Security FEMA and a State of Florida Division of Emergency Management grant within the Fiscal Year 2021 General Fund; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary to complete Design-Build Services for Hurricane Matthew and Irma FEMA Cat. B Emergency Berm Restoration, in accordance with RFQ No. 20-77, and the Contract Documents, as negotiated and BOCC directed; and

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

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to finalize negotiations with Continental Heavy Civil Corp, and execute an agreement in substantially the same form and format as attached to complete the work in accordance with RFQ No: 20-77, and the Contract Documents as negotiated.

Section 3. 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 15th day of June, 2021.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker  
Jeremiah R. Blocker Chair

ATTEST: CLERK OF THE CIRCUIT COURT & COMPTROLLER: Brandon J. Patty

By: Robin L. Platt  
Deputy Clerk

RENDITION DATE JUN 17 2021



Standard Form of  
Agreement Between  
Owner and  
Design-Builder

**Document No. 530**

Second Edition, 2010

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Washington, D.C.



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## Standard Form of Agreement Between Owner and Design-Builder

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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This **AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**

St. Johns County, FL, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084  
**ATTN: Purchasing Manager**

**DESIGN-BUILDER:**

Continental Heavy Civil Corp  
13131 SW 132<sup>nd</sup> Street, Suite 102  
Miami, FL 33186  
**ATTN: Mark Zanardi, Vice President**

**PROJECT:** Design-Build Services for Hurricane Matthew and Irma FEMA. Cat. B Emergency Berm Restoration

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

### **Article 1** **Scope of Work**

**1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

## **Article 2**

### **Contract Documents**

**2.1** The Contract Documents are comprised of the following:

- 2.1.1** All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract") as modified by the Parties;
- 2.1.2** The NTE Phase 2 Proposal Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the NTE Phase 2 Proposal accepted by Owner in accordance with Section 6.6.2 herein;
- 2.1.3** This Agreement, including all exhibits (List for example, performance standard requirements, allowances, unit prices) but excluding, if applicable, the NTE Phase 2 Exhibit;
- 2.1.4** DBIA Document No: 520; *Standard Form of Preliminary Agreement Between Owner and Design-Builder*, as modified by the parties, together with all exhibits, addenda, amendments thereto, and change orders or other modifications executed by the Parties; and
- 2.1.5** DBIA Document No: 535 (as modified by the Parties) *Standard Form of General Conditions of Contract Between Owner and Design-Builder*;
- 2.1.6** Owner Request for Qualifications (RFQ) No: 20-77, inclusive of all exhibits and attachments, and all issued Addenda;
- 2.1.7** All Public Construction Bonds required in accordance with the Contract Documents;
- 2.1.8** All Insurance Certificates required in accordance with Exhibit "A" of the Contract Documents attached hereto and incorporated herein; and
- 2.1.9** Federal Emergency Management Agency (FEMA) Required Contract Clauses;
- 2.1.10** Davis-Bacon and Related Acts Wage Determination; and
- 2.1.11** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

## **Article 3**

### **Interpretation and Intent**

- 3.1** Design-Builder and Owner, prior to execution of the Agreement shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents and the NTE Phase 2 Proposal, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to Owner's acceptance of the NTE Phase 2 Proposal, and precedent to execution of this Agreement.
- 3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract

Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 of this Agreement.

- 3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.
- 3.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.
- 3.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

#### **Article 4** **Ownership of Work Product**

- 4.1 Work Product.** All drawings, specifications and other documents and electronic data, including but not limited to such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") is and shall be the property of the Owner. All ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents are and at all times shall be vested in Owner. If Owner uses the Work Product for any purpose other than the Project or alters the Work Product without the involvement of the Design-Builder, such use or alteration shall be at the Owner's sole risk, and, to the extent permissible by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall defend, indemnify and hold harmless the Design-Builder or any person or entity retained by Design-Builder from and against all claims, liabilities, losses, damages and expenses arising out of or resulting from Owner's use or alteration of the Work Product.

#### **Article 5** **Contract Time**

- 5.1 Date of Commencement.** The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

**5.2 Substantial Completion and Final Completion.**

- 5.2.1** Substantial Completion of the entire Work shall be achieved no later than December 1, 2021, unless otherwise modified and agreed to by the Parties ("Scheduled Substantial Completion Date").

**5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved by or before December 31, 2021, unless otherwise modified and agreed to by the Parties, as permissible by an extension through FEMA. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

**5.2.4** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.3 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.4 Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by or before the Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner Five Thousand Dollars (\$5,000.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

Design-Builder understands that if Final Completion is not achieved within thirty (30) days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within thirty (30) days of Substantial Completion, Design-Builder shall pay to Owner five thousand Dollars (\$5,000.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

**5.5** Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay.

**5.7** In addition to the Parties' consideration of a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to a reasonable adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed fifteen (15) cumulative days. Such additional compensation shall be limited to the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

## **Article 6** **Contract Price**

### **6.1 Contract Price.**

**6.1.1** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Not-to-Exceed Amount of the Phase 2 Proposal established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

### **6.2 Not-To-Exceed Amount.**

**6.2.1** The Not-to-Exceed Amount that shall be paid to the Design-Builder in exchange for satisfactorily completion of the Project is an amount equal to Thirty Five Million Six Hundred Fifty Three Thousand Five Hundred Forty Five Dollars and Fifty Cents (\$35,653,545.50). This amount is not guaranteed to the Design-Builder, and payments to the Design-Builder shall correspond to Work satisfactorily completed by the Design-Builder and accepted by the Owner. Unutilized line items and/or unit prices for portions of work that are not executed, as directed by the Owner, shall not be billed to the Owner for payment. The amounts paid to the Design-Builder shall coincide with the percentage of easements obtained, unless otherwise agreed to by the Parties.

**6.2.2** The Not-to-Exceed Amount shall be adjusted as follows for changes in the Work:

**6.2.2.2** For deductive Change Orders, the unit prices for line items included in the Not-To-Exceed Phase 2 Proposal shall remain firm for the deduction, and remaining unit prices for line items not deducted shall also remain firm. Unit Prices shall not fluctuate based on reduction/removal of any portion of the Work.

**6.3 Cost of the Work.** The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall be incorporated into the calculation of the Not-to-Exceed Amount and shall include only the following:

**6.3.1** Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

**6.3.2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

**6.3.3** Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in the Contract Documents and performing the function set forth in the Contract Documents.

**6.3.4 DELETED.**

**6.3.6** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

**6.3.7** Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or

Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

- 6.3.8** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.
- 6.3.9** Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
- 6.3.10** Costs of removal of debris and waste from the Site.
- 6.3.11** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- 6.3.12** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.
- 6.3.13** Premiums for insurance and bonds required by this Agreement or the performance of the Work.
- 6.3.14** All fuel and utility costs incurred in the performance of the Work.
- 6.3.15** Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- 6.3.16** DELETED.
- 6.3.17** Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- 6.3.18** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- 6.3.19** DELETED.
- 6.3.20** Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 6.3.21** Accounting and data processing costs related to the Work.
- 6.3.22** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

#### **6.4 Allowance Items and Allowance Values.**

- 6.4.1** Any and all Optional or Allowance Items, as well as their corresponding Allowance Values, are set forth in the Not-to-Exceed Phase 2 Proposal and are included within the Not-to-Exceed Amount. These items shall not be billed if unnecessary and unutilized in the performance of the Work.
- 6.4.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values.
- 6.4.3** No work shall be performed on any Optional or Allowance Items without Design-Builder first obtaining in writing advanced authorization to proceed from Owner.
- 6.4.4** DELETED.
- 6.4.5** DELETED.

#### **6.5 Non-Reimbursable Costs.**

**6.5.1** The following shall not be deemed as costs of the Work:

- 6.5.1.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.
- 6.5.1.2** Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.
- 6.5.1.3** The cost of Design-Builder's capital used in the performance of the Work.
- 6.5.1.4** If the parties have agreed on a Not-to-Exceed Amount, costs that would cause the Not-to-Exceed Amount, as adjusted in accordance with the Contract Documents, to be exceeded.

#### **6.6 The Not-to-Exceed Amount.**

##### **6.6.1 Not-to-Exceed Amount Established Upon Execution of this Agreement.**

- 6.6.1.1** Design-Builder guarantees that it shall not exceed the Not-to-Exceed Amount set forth in Section 6.2.1 herein. Documents used as a basis for the Not-to-Exceed Amount shall be identified in an exhibit to this Agreement ("NTE Phase 2 Exhibit"). Design-Builder guarantees that unit and line item pricing shall not increase after execution of this Agreement. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the Not-to-Exceed Amount, as adjusted in accordance with the Contract Documents.
- 6.6.1.2** The unit pricing included in the Not-to-Exceed Amount is inclusive of amounts which are available for Design-Builder's exclusive use for unanticipated costs it

has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. These amounts are not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the Not-to-Exceed Amount under the Contract Documents. Design-Builder agrees that with respect to any expenditure relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company.

**6.6.2 DELETED**

**6.6.3 DELETED**

**Article 7**  
**Procedure for Payment**

**7.1 Progress Payments.**

7.1.1 Design-Builder shall submit to Owner on the thirtieth ~~(30th)~~ day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within twenty (20) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, provided that the Owner's third-party surveyor has certified and validated the Design-Builder's compliance with the prescribed template for the completed Work.

**7.2 Retainage on Progress Payments.**

7.2.1 Owner will retain five percent (5%) of each Application for Payment provided. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within twenty (20) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one and one half percent (1 1/2%) per month until paid.

**7.5 Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of four (4) years after the date FEMA issues the final closeout of the Public Assistance grant awards for Hurricanes Matthew and Irma (Final Closeout), Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of four (4) years after Final Closeout. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

## **Article 8**

### **Termination for Convenience**

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;

**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

### **8.2 DELETED**

**8.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof.

**Article 9**  
**Representatives of the Parties**

**9.1 Owner's Representatives.**

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Hunter S. Conrad**  
**County Administrator**  
**500 San Sebastian View**  
**St. Augustine, FL 32084**  
**Phone: (904) 209-0500**

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

(1) For Project oversight:

**Damon Douglas, Coastal Manager**  
**SJC Disaster Recovery**  
**500 San Sebastian View**  
**St. Augustine, FL 32084**  
**Phone: (904) 209-0794**  
**ddouglas@sicfl.us**

(2) For Contractual issues:

**Jaime Locklear, Assistant Director, Purchasing & Contracts**  
**500 San Sebastian View**  
**St. Augustine, FL 32084**  
**Phone: (904) 209-0158**  
**jlocklear@sicfl.us**

**9.2 Design-Builder's Representatives.**

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Mark Zanardi, Vice President**  
**13131 SW 132<sup>nd</sup> Street, Suite 102**  
**Miami, FL 33186**  
**(786) 602-2711**  
**mzanardi@chcivil.com**

**Article 10**  
**Bonds and Insurance**

**10.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in Article 5 of the General Conditions of Contract and Exhibit "A" attached hereto and incorporated herein.

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

**Performance Bond.**

***[Check one box only. If no box is checked, then no bond is required.]***

Required       Not Required

**Payment Bond.**

***[Check one box only. If no box is checked, then no bond is required.]***

Required       Not Required

**10.2.1** The Performance Bond shall set forth a penal sum in an amount not less than the portion of the Not-to-Exceed Amount that constitutes the full cost for construction of the Work. The Payment Bond shall set forth a penal sum in an amount not less than the Not-to-Exceed Amount. Each bond furnished by the Design-Builder shall incorporate by reference the terms of the Agreement as fully as though they were set forth verbatim in such bonds. Each bond shall provide that in the event the respective Not-to-Exceed Amount is adjusted by Change Order executed by the Parties, the Design-Builder shall obtain either an amended bond or new bond that reflects the adjusted Not-to-Exceed Amount. Each bond furnished by the Design-Builder shall be in a form and format suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

**10.2.2** If the Design-Builder refuses or fails to prosecute the Work or any separable part thereof, with the diligence that will insure its timely completion as specified in the Contract Documents including any extension, or fails to complete the Work within this time, Owner may, by written notice to the Design-Builder, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed. In this event, the Owner may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the Project Site necessary for completing the Work. The Design-Builder and its sureties shall be liable for any damage to Owner resulting from the Design-Builder's refusal or failure to timely complete the Work as provided in the Contract Documents, whether or not the Design-Builder's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the Owner in completing the Work.

**Article 11**  
**Additional Provisions**

**11.1 Public Records.**

11.1.1 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.

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the Work;
- (2) Upon request from Owner's custodian of public records, provide Owner 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 Design-Builder does not transfer the records to Owner; and
- (4) Upon completion of this Agreement, transfer, at no cost, to Owner all public records in possession of the Design-Builder or keep and maintain public records required by Owner to perform the Work.

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

11.1.4 Failure by the Design-Builder to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by Owner.

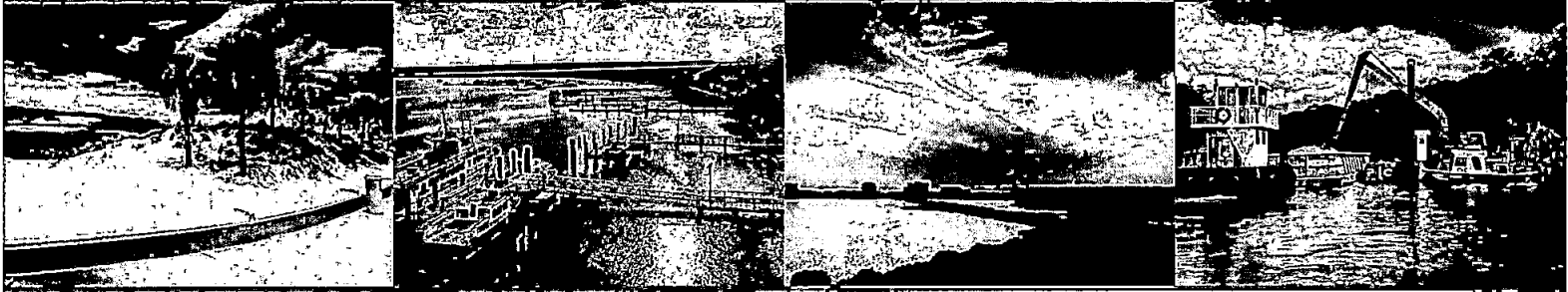
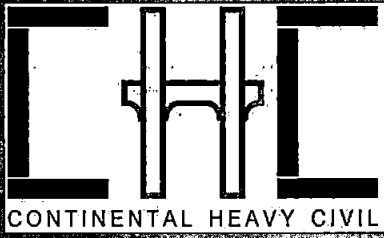
**IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, DESIGN-BUILDER SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**SJC OFFICE OF THE COUNTY ATTORNEY**  
**ATTN: Public Records Manager**  
**500 San Sebastian View**  
**St. Augustine, FL 32084**  
**PH: (904) 209-0805**  
**EMAIL: publicrecords@sicfl.us**

**11.2 Employment Eligibility and Mandatory Use of E-Verify.** As a condition precedent to entering into this Agreement, and in accordance with Section 448.095, Florida Statutes, Design-Builder and its sub-contractors and sub-consultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Design-Builder shall require each of its sub-contractors and sub-consultants to provide Design-Builder with an affidavit stating that the sub-contractor or sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. Design-Builder shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The Owner, Design-Builder, or any sub-contractor or sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The Owner, upon good faith belief that a sub-contractor or sub-consultant knowingly violated these provisions regarding employment eligibility, but Design-Builder otherwise complied, shall promptly notify the Design-Builder and Design-Builder shall immediately terminate the contract with the sub-contractor or sub-consultant.
- d. The Owner and Design-Builder hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
- e. Design-Builder acknowledges that, in the event the Owner terminates this Agreement for Design-Builder's breach of these provisions regarding employment eligibility, then Design-Builder may not be awarded a public contract for at least one (1) year after such termination. Design-Builder further acknowledges that Design-Builder is liable for any additional costs incurred by the Owner as a result of the Owner's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f. Design-Builder shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

**11.3** Any claims, disputes, or controversies between the Parties arising out of or related to this Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Article 10 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in St. Johns County, Florida.



20-77 Phase 2 Not  
To Exceed Proposal

For St. Johns County  
Board of County  
Commissioners

20-77 Phase 2 Not to exceed: Proposal

Design-Build Services for  
Hurricane Matthew and  
Irma FEMA CAT. B  
Emergency Berm  
Restoration

# 01. Cover Letter

June 7th, 2021

Jamie Locklear, Assistant Director of Purchasing  
and Contracts  
St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**Re:** CHC Itemized 20-77 Phase 2 Not to Exceed Cost Proposal for Design Development and Construction Phase Services for the Hurricane Matthew FEMA Category B Emergency Berm Restoration (20-77) Rev.4

Dear Ms. Locklear,

Continental Heavy Civil Corp (CHC) in partnership with GHD Inc. (GHD) was retained by St. Johns County (SJC) on 10th February 2021 to provide Preliminary Services for the Hurricane Matthew FEMA Category B Emergency Berm Restoration (20-77). SJC has requested the CHC Team provide an itemized 20-77 phase 2 not-to-exceed cost proposal for the Hurricane Matthew Project Worksheet (PW) and the additional scope of work for the Hurricane Irma Project Worksheet (PW) into this project, with the requirement that the work be completed by December 31, 2021.

CHC is a marine construction company based in Florida with offices in Miami and Jacksonville, and with offices in Brunswick and Savannah, Georgia. Our Team's experience in highly sensitive and logistically challenging projects spans the entire East Coast of the United States. CHC has performed marine related projects for multiple U.S. Army Corps of Engineers districts that include Savannah, Jacksonville, Norfolk, and Mobile. Our Team offers marine construction and heavy civil services from the Ohio River to the Atlantic Coast and into the Caribbean. Our company was established in March 2016 and has since grown to offer a platform of marine construction and shoreline protection services throughout our geographical coverage.

Our company and affiliate experience will provide St. Johns County with the required design-build, customized maintenance and pedestrian traffic plans that are unique to this team. CHC and GHD have rounded out our quality Team with key services to ensure that we will be able to provide the entire suite of specialized services and thereby deliver exemplary service to St. Johns County.

CHC and its partners will provide St. Johns County a partnership based on capabilities that will ultimately lead to a successful project.

Sincerely,  
David Juelle  
President, CHC  
Djuelle@chcivil.com  
(305) 299-915



## 02. Cost Proposal

### Itemized 20-77 Phase 2 Not to Exceed Cost Proposal

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
<b>1. GENERAL CONDITIONS</b>					
1050	TEMP FACILITES & CONTRACTOR OFFICE	7.000	MO	\$22,470.00	\$157,290.00
1090	PERMITS	1.000	LS	\$6,330.00	\$6,330.00
1100	PROJECT MANAGEMENT	7.000	MO	\$49,940.00	\$349,580.00
1130	PROJECT CLOSE OUT	1.000	MO	\$50,600.00	\$50,600.00
1131	PROJECT DEMOBILIZATION	1.000	LS	\$123,600.00	\$123,600.00
1200	PERFORMANCE BOND	1.000	LS	\$251,400.00	\$251,400.00
1400	ENGINEERING-90% DESIGN SUBMITTAL & 100% IFC	1.000	LS	\$371,000.00	\$371,000.00
	<b>Subtotal General Conditions</b>				<b>\$1,309,800.00</b>
<b>2. PONTEVEDRA BEACH I (R01- R23)</b>					
	Mathew 42% / Irma 58%				
2025	PV1- ENGINEERING - ENVIRONMENTAL / CONSTRUCTION / POST- CONSTRUCTION	1.000	LS	\$204,821.40	\$204,821.40
2050	PV1 MOBILIZATION & SETUP	1.000	LS	\$111,700.00	\$111,700.00
2051	PV1-FIELD SUPERVISION/QUALITY CONTROL	1.000	LS	\$160,800.00	\$160,800.00
2052	PV1-SITE SAFETY AND HEALTH OFFICER	1.000	LS	\$44,600.00	\$44,600.00
2090	PV1 - MAINTENACE OF TRAFFIC / ACCESS POINTS	1.000	LS	\$263,183.00	\$263,183.00
2200	PV1- SURVEY AND ASBUILTS	1.000	LS	\$142,085.00	\$142,085.00
2500	PV1 - SAND SUPPLY & PLACEMENT (8.2 CY/LF)	187,539.000	NCY	\$54.40	\$10,202,121.60
2550	PV1 - VIBRATION MONITORING	162.000	LOC	\$536.00	\$86,832.00
2700	PV1- ENDANGERED SPECIES MONITORING	1.000	LS	\$99,593.50	\$99,593.50
	<b>SUBTOTAL PVI</b>				<b>\$11,315,736.50</b>



<b>3. PONTEVEDRA BEACH 2 (R23- R46)</b>					
	Mathew 52% / Irma 48%				
3025	PV2- ENGINEERING - ENVIRONMENTAL / CONSTRUCTION / POST-CONSTRUCTION	1.000	LS	\$214,989.10	\$214,989.10
3050	PV2 MOBILIZATION & SETUP	1.000	LS	\$79,350.00	\$79,350.00
3051	PV2-FIELD SUPERVISION/QUALITY CONTROL	1.000	LS	\$146,000.00	\$146,000.00
3052	PV2-SITE SAFETY AND HEALTH OFFICER	1.000	LS	\$40,490.00	\$40,490.00
3090	PV2 - MAINTENACE OF TRAFFIC / ACCESS POINTS	1.000	LS	\$867,505.00	\$867,505.00
3200	PV2- SURVEY AND ASBUILTS	1.000	LS	\$149,507.00	\$149,507.00
3500	PV2 - SAND SUPPLY & PLACEMENT (8.1 CY/LF)	194,490.000	NCY	\$53.15	\$10,337,143.50
3550	PV2 - VIBRATION MONITORING	111.000	LOC	\$536.00	\$59,496.00
3700	PV2- ENDANGERED SPECIES MONITORING	1.000	LS	\$159,961.50	\$159,961.50
	<b>SUBTOTAL PV2</b>				<b>\$12,054,442.10</b>
<b>4. SOUTH PONTEVEDRA BEACH (R67 - R76)</b>					
	Mathew 73% / Irma 27%				
4025	SPV- ENGINEERING - ENVIRONMENTAL / CONSTRUCTION / POST-CONSTRUCTION	1.000	LS	\$80,693.00	\$80,693.00
4050	SPV MOBILIZATION & SETUP	1.000	LS	\$26,260.00	\$26,260.00
4051	SPV-FIELD SUPERVISION/QUALITY CONTROL	1.000	LS	\$101,600.00	\$101,600.00
4052	SPV-SITE SAFETY AND HEALTH OFFICER	1.000	LS	\$28,170.00	\$28,170.00
4090	SPV - MAINTENACE OF TRAFFIC / ACCESS POINTS	1.000	LS	\$250,761.00	\$250,761.00
4091	SPV- ALTERNATE ACCESS POINT RENTAL	1.000	LS	\$146,000.00	\$146,000.00



4200	SPV - SURVEY AND ASBUILTS	1.000	LS	\$58,687.50	\$58,687.50
4500	SPV - SAND SUPPLY & PLACEMENT (7.3 CY/LF)	68,032.000	NCY	\$58.65	\$3,990,076.80
4550	SPV - VIBRATION MONITORING	82.000	LOC	\$536.00	\$43,952.00
4700	SPV- ENDANGERED SPECIES MONITORING	1.000	LS	\$67,302.00	\$67,302.00
	<b>SUBTOTAL SPVB</b>				<b>\$4,793,502.30</b>
<b>6. BUTLER BEACH (R 153.5 -R159.5)</b>					
	Mathew 73% / Irma 27%				
6025	BB- ENGINEERING - ENVIRONMENTAL / CONSTRUCTION / POST-CONSTRUCTION	1.000	LS	\$78,943.80	\$78,943.80
6050	BB MOBILIZATION & SETUP	1.000	LS	\$96,327.30	\$96,327.30
6051	BB-FIELD SUPERVISION/QUALITY CONTROL	1.000	LS	\$33,819.10	\$33,819.10
6052	BB-SITE SAFETY AND HEALTH OFFICER	1.000	LS	\$9,376.50	\$9,376.50
6090	BB - MAINTENACE OF TRAFFIC / ACCESS POINTS	1.000	LS	\$150,340.70	\$150,340.70
6200	BB- SURVEY AND ASBUILTS	1.000	LS	\$41,807.70	\$41,807.70
6500	BB - SAND SUPPLY & PLACEMENT (4.0 CY/LF)	24,164.000	NCY	\$58.70	\$1,418,426.80
6550	BB - VIBRATION MONITORING	2.000	LOC	\$536.00	\$1,072.00
6700	BB- ENDANGERED SPECIES MONITORING	1.000	LS	\$56,865.00	\$56,865.00
	<b>SUBTOTAL BUTLER BEACH</b>				<b>\$1,886,978.90</b>
<b>7. CRESCENT BEACH (R189.65 -R193.65)</b>					
	Mathew 61% / Irma 39%				
7025	CB- ENGINEERING - ENVIRONMENTAL / CONSTRUCTION / POST-CONSTRUCTION	1.000	LS	\$55,089.70	\$55,089.70
7050	CB- MOBILIZATION & SET UP	1.000	LS	\$117,419.60	\$117,419.60
7051	CB-FIELD SUPERVISION/QUALITY CONTROL	1.000	LS	\$46,182.90	\$46,182.90



7052	CB-SITE SAFETY AND HEALTH OFFICER	1.000	LS	\$12,811.00	\$12,811.00
7090	CB - MAINTENACE OF TRAFFIC / ACCESS POINTS	1.000	LS	\$216,652.80	\$216,652.80
7200	CB - SURVEY AND ASBUILTS	1.000	LS	\$29,370.30	\$29,370.30
7500	CB - SAND SUPPLY & PLACEMENT (7.5 CY/LF)	30,174.000	NCY	\$61.10	\$1,843,631.40
7550	CB - VIBRATION MONITORING	26.000	LOC	\$706.60	\$18,371.60
7700	CB- ENDANGERED SPECIES MONITORING	1.000	LS	\$93,288.50	\$93,288.50
	<b>SUBTOTAL CB</b>				<b>\$2,432,817.80</b>
	<b>BASE BID</b>				<b>\$33,793,277.60</b>
<b>9. Options</b>					
9150	TRAFFIC CONTROL OFFICER	3,440.000	HR	\$45.00	\$154,800.00
9400	ENGINEERING - AGENCY MEETING	1.000	LS	\$17,667.90	\$17,667.90
9600	PLANTING	1,400,000.000	EA	\$1.03	\$1,442,000.00
9700	ACCESS REPAIRS PUBLIC AREAS	1.000	LS	\$127,000.00	\$127,000.00
9800	3RD PARTY DISPUTES - ALLOWANCE	1.000	LS	\$118,800.00	\$118,800.00
	<b>Subtotal Options</b>				<b>\$1,860,267.90</b>
	<b>Bid Total</b>				<b>\$35,653,545.50</b>



## Bid Item Descriptions

### 1. General Conditions

- **Bid Item: 1050 Temp Facilities & Contractor Office**
  - 7 months of housing rental for lodging of 4 specialized equipment operators.
  - 1000 LF of temporary fence for enclosure of temporary staging, access and office areas. Assume fence will be relocated during project phases.
  - 7 months of temporary facilities on temporary staging, access and office areas including 8 portable toilets and 4 storage containers across multiple sites and relocated during project phases.
  - 7 months of Contractor field office and equipment including utility service hookup, furniture, electronics, telecommunications equipment & software.
- **Bid Item: 1090 Permits**
  - Any required local or state permits for construction, transportation, environmental, and or stormwater.
- **Bid Item: 1100 Project Management**
  - 7 months of project management staff consisting of 1 Project Manager, 1 Project Engineer, 1 Office Clerk and 25% time of a Project Scheduler. This includes pickup trucks & utility vehicles for field staff transportation and beach access during pre-construction and construction phase. This also includes the operation costs of these vehicles.
- **Bid Item: 1130 Project Close Out**
  - 1 months of project management staff consisting of 1 Project Manager, 1 Project Engineer, 1 Office Clerk and 25% time of a Project Scheduler. This includes pickup trucks & utility vehicles for field staff transportation and beach access during post-construction and project closeout.
- **Bid Item: 1131 Project Demobilization**
  - Transportation cost for 19 large pieces of equipment from project site to contractor's equipment yard.
  - Transportation of 6 Flatbed trailer loads of miscellaneous materials such as Temporary Fence, Generators, Mats, Conveyors, and Equipment Attachments.
  - Transportation of 6 Lowboy loads of small equipment including Utility Vehicles, ATV, Sweeper, and Skid Steer.
- **Bid Item: 1200 Performance Bond**
  - Performance and Payment bond for 100% of contract value.
- **Bid Item: 1400 Engineering – 90% Design Submittal & 100% IFC Submittal**
  - GHD - 90% Design Submittal Drawings and Specifications requires updates to 60% submittal incorporating stakeholder comments and individual requests. Incorporate permit conditions and confirmation on access and staging areas along with other new information. Add sections for every R-monument as 60% submit has sections every 3<sup>rd</sup> R-monument.
  - GHD – 100% Issued for Construction Submittal Drawings and Specifications requires updates to 90% submittal incorporating stakeholder comments and individual requests.



Incorporate permit conditions and confirmation on access and staging areas along with other new information.

- 6 Maintenance of Traffic design plans from a specialty engineer.

## 2. Ponte Vedra Beach Segment I: R1 – R23

- **Bid Item: 2025 PV1 - Engineering – Environmental Compliance and Report / Construction Support and Report / Post-Construction and Report**
  - GHD – Turtle Nest Monitoring / Relocation Support including contacting FWC permit holders directly to coordinate segment alignment, monitoring schedule, and other coordination.
  - GHD – Migratory Bird Surveys including coordination and GIS with environmental contractor, The NDN Companies, for 4 survey dates spaced bi-monthly, optimal foraging habitat survey, and FWC coordination for berm placements.
  - GHD – Gopher Tortoise Surveys / Relocation coordination with environmental contractor, The NDN Companies, for staging areas and for Gopher Tortoise habitat impacted by sand berm placement across 22,822 LF.
  - GHD – Post Permit Issuance / Pre-Construction Compliance agency coordination and documentation required as per permit conditions.
  - GHD – Construction management support including responding to construction RFIs, participation in weekly meeting, and other support as required.
  - GHD – Environmental Management & Permit Compliance including reconnaissance survey ahead of crew and within work area for environmental concerns. Office support from GHD personnel for GIS, agency coordination and environmental reporting.
  - GHD – Dune Planting Coordination management and coordination to ensure compliance with dune planting contractor, EarthBalance.
  - GHD – Sediment Sample Collection & Analysis required post-construction for every 1,000 cubic yards, approximately 188 samples. Sample analysis by lab technician plus report and expenses.
  - GHD – Environmental reporting as required by permit condition based on similar permits issued for previous projects.
  - GHD – As-built Drawings sections to be provided for every R-monument, or 1,000 ft.
  - GHD – Site restoration plans expected to be permit condition of modifications to properties and access.
  - Post-Project Monitoring for 15-year permit including two-year, post storm, compaction and escarpment monitoring is excluded from task. Additional cost for these tasks can be provided upon request.
- **Bid Item: 2050 PV1 - Mobilization & Setup**
  - 3<sup>rd</sup> party transportation of Contractor's equipment and additional flatbed and lowboy loads of support equipment and materials.
  - Internal transportation of Contractor's equipment and support materials to and from access and staging areas during construction phases.
  - Emergency transport of broken-down trucks or equipment



- **Bid Item: 2051 PV1 - Field Supervision / Quality Control**
  - 76 workdays of Contractor's Field Supervision and Quality Control staff including 50% of the Site Superintendent, 1 Quality Control Manager, 1 Trucking Foreman & 25% of a Maintenance of Traffic Foreman. Assume Site Superintendent and Maintenance of Traffic Foreman can be shared across 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 2052 PV1 - Site Safety and Health Officer**
  - 76 workdays of Contractor's Site Safety and Health Officer at 50% with assumption they can cover 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 2090 PV1 - Maintenance of Traffic / Access Points**
  - 76 workdays of Contractor's maintenance of traffic crew at 50% with assumption they can cover 2 active operation sites. This includes setting up and taking down maintenance of traffic devices daily pre and post working day. This includes Isuzu NPR maintenance of traffic vehicle for field staff & device transportation.
  - Daily Rental of Construction Signs, Type II Vehicle Barricades, Pedestrian Barricades & Variable Messages board as required by Maintenance of Traffic Plan.
  - 76 workdays of Contractor's Dust Control & Street Sweeping crew including Water Truck and Street Sweeper with Operators to clean streets, sidewalks, and other public areas near active operations sites.
  - 76 workdays of 2 dedicated flaggers to manage material dump truck traffic into and out of beach access staging areas.
  - 76 workdays of 2 dedicated flaggers to manage pedestrian foot traffic through active operation sites.
- **Bid Item: 2200 PV1 - Survey and As-builts**
  - Pre-condition survey of Ponte Vedra Beach Segment I from R1 – R23 in advance of commencement of beach fill operation.
  - As-built surveys of 230 cross sections at 100 LF intervals for material template compliance and quantity calculations. This includes the calculation of quantities for payment and marking property boundaries for easement holdouts.
  - Surveyor to be 3<sup>rd</sup> party and licensed.
- **Bid Item: 2500 PV1 - Sand Supply & Placement (8.2 CY/LF)**
  - Purchase, Delivery, and Stockpile of 187,539 CY of Beach Quality Sand Fill from Vulcan Materials into staging area at 965 PVB Blvd @ 2,500 cy per day.
  - Transfer and Stockpile 187,539 CY of Beach Fill from staging area over existing dune onto beach at R-27.3.
  - Load and Transport 187,539 CY of Beach Fill from material stockpile at R-27 on beach onto 40-ton off-road trucks and transport between 4,000 LF and 27,000 LF to final placement area.
  - Grade 187,539 CY of Beach Fill to match design template within tolerances including around and over walkways.



- 76 workdays of Contractor's internal quality control survey crew to monitor and maintain survey control points, GPS equipment and Equipment machine controls.
- 76 workdays of Contractor's tilling crew including Tractor and Box Blade and Tiller with Operator to maintain off-road truck haul routes on beach.
- 76 workdays of Contractor's hand tools and safety equipment required for construction crew including hand tools, personal protective equipment, safety signs, eye wash stations & fuel transfer safety devices.
- **Bid Item: 2550 PV1 - Vibration Monitoring**
  - Pre-Construction structural survey for 162 identified locations within 200 feet of active operations. This includes documentation, evaluation, and recording of structural conditions.
  - Post-Construction structural survey for 162 identified locations within 200 feet of active operations. This involves the re-evaluation of structures in comparison to pre-survey data.
  - 76 workdays of Vibration Monitoring Subcontractor staff to install device, take daily readings, and remove devices.
- **Bid Item: 2700 PV1 - Endangered Species Monitoring**
  - 109 calendar days of environmental monitoring subcontractor, The NDN Companies, environmental staff to survey, monitor, and report as required by environmental permits for migratory birds, gopher tortoise, and other endangered species. Included in this is the relocation of gopher tortoise.
  - 112 calendar days of marine turtle nest monitoring and relocation.
  - Daily rate for FWC permit holder to monitor segment.
  - Relocation fee per turtle.

### 3. Ponte Vedra Beach Segment II: R23 – R46.2

- **Bid Item: 3025 PV2 - Engineering – Environmental Compliance and Report / Construction Support and Report / Post-Construction and Report**
  - GHD – Turtle Nest Monitoring / Relocation Support including contacting FWC permit holders directly to coordinate segment alignment, monitoring schedule, and other coordination:
  - GHD – Migratory Bird Surveys including coordination and GIS with environmental contractor, The NDN Companies, for 4 survey dates spaced bi-monthly, optimal foraging habitat survey, and FWC coordination for berm placements.
  - GHD – Gopher Tortoise Surveys / Relocation coordination with environmental contractor, The NDN Companies, for staging areas and for Gopher Tortoise habitat impacted by sand berm placement across 24,106 LF.
  - GHD – Post Permit Issuance / Pre-Construction Compliance agency coordination and documentation required as per permit conditions.
  - GHD – Construction management support including responding to construction RFIs, participation in weekly meeting, and other support as required.
  - GHD – Environmental Management & Permit Compliance including reconnaissance survey ahead of crew and within work area for environmental concerns. Office support from GHD personnel for GIS, agency coordination and environmental reporting.
  - GHD – Dune Planting Coordination management and coordination to ensure compliance with dune planting contractor, EarthBalance.
  - GHD – Sediment Sample Collection & Analysis required post-construction for every 1,000 cubic yards, approximately 195 samples. Sample analysis by lab technician plus report and expenses.

- GHD – Environmental reporting as required by permit condition based on similar permits issued for previous projects.
- GHD – As-built Drawings sections to be provided for every R-monument, or 1,000 ft.
- GHD – Site restoration plans expected to be permit condition of modifications to properties and access.
- Post-Project Monitoring for 15-year permit including two-year, post storm, compaction and escarpment monitoring is excluded from task. Additional cost for these tasks can be provided upon request.
- **Bid Item: 3050 PV2 - Mobilization & Setup**
  - 3rd party transportation of Contractor's equipment and additional flatbed and lowboy loads of support equipment and materials.
  - Internal transportation of Contractor's equipment and support materials to and from access and staging areas during contractions phases.
  - Emergency transport of broken-down trucks or equipment.
- **Bid Item: 3051 PV2 - Field Supervision / Quality Control**
  - 69 workdays of Contractor's Field Supervision and Quality Control staff including 50% of the Site Superintendent, 1 Quality Control Manager, 1 Trucking Foreman & 25% of a Maintenance of Traffic Foreman. Assume Site Superintendent and Maintenance of Traffic Foreman can be shared across 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 3052 PV2 - Site Safety and Health Officer**
  - 69 workdays of Contractor's Site Safety and Health Officer at 50% with assumption they can cover 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 3090 PV2 - Maintenance of Traffic / Access Points**
  - 69 workdays of Contractor's maintenance of traffic crew at 50% with assumption they can cover 2 active operation sites. This includes setting up and taking down maintenance of traffic devices daily pre and post working day. This includes Isuzu NPR maintenance of traffic vehicle for field staff & device transportation.
  - Daily Rental of Construction Signs, Type II Vehicle Barricades, Pedestrian Barricades & Variable Messages board as required by Maintenance of Traffic Plan
  - 69 workdays of Contractor's Dust Control & Street Sweeping crew including Water Truck and Street Sweeper with Operators to clean streets, sidewalks and other public areas near active operations sites.
  - 69 workdays of 2 dedicated flaggers to manage material dump truck traffic into and out of beach access staging areas.
  - 69 workdays of 2 dedicated flaggers to manage pedestrian foot traffic through active operation sites.
  - Lease property at 945 Ponte Vedra (pending approval from owners) to provide office facilities, supervisor parking & storage containers. This will provide centralized parking for 7-10 vehicles and minimize disturbance to local traffic. This item includes clearing and leveling of lot, import of fill for vehicle access, erosion control at property during use, rental cost and utilities connections. This lot is being used in lieu of Mickler's Park.
  - Lease property at 965 Ponte Vedra to receive, handle and transfer the beach sand fill to the beach. This lot requires fill and grading improvements to handle truck traffic required for this segment. This item includes clearing and leveling of lot, import of fill for vehicle access, erosion control at property during use, installation and removal of 3,500 sf of HDPE mats, rental cost and utilities connections. This lot is being used in lieu of Mickler's Park.

- Lease property at 1141 Ponte Vedra (pending approval from owners) to receive, handle and transfer the beach sand fill to the beach. This lot requires fill and grading improvements to handle truck traffic required for this segment. This item includes clearing and leveling of lot, import of fill for vehicle access, erosion control at property during use, installation and removal of 3,500 sf of HDPE mats, rental cost and utilities connections. This lot is being used in lieu of Mickler's Park.
- Lease property at 1041 A1A Cornerstone Park to stage the material delivery dump trucks before entering Ponte Vedra Blvd. This will allow trucks to be distributed at even intervals into each staging site minimizing disruption to local roads and traffic. This item includes import of fill to stabilize truck parking, erosion control, flaggers and ticket collection personnel. This lot is being used in lieu of Mickler's Park.
- **Bid Item: 3200 PV2 - Survey and As-builts**
  - Pre-condition survey in advance of commencement of beach fill operation.
  - As-built surveys of 242 cross sections at 100 LF intervals for material template compliance and quantity calculations. This includes the calculation of quantities for payment and marking property boundaries for easement holdouts.
  - Surveyor to be 3rd party and licensed.
- **Bid Item: 3500 PV2 - Sand Supply & Placement (8.1 CY/LF)**
  - Purchase, Delivery and Stockpile of 194,490 CY of Beach Quality Sand Fill from Vulcan Materials into staging area at 965 PVB Blvd & 1141 PVB Blvd. @ 2,800 CY per day.
  - Transfer and Stockpile 97,500 CY of Beach Fill from 965 PVB Blvd. staging area over existing dune onto beach at R-27.
  - Transfer and Stockpile 97,500 CY of Beach Fill from 1141 PBB Blvd. staging area over existing dune onto beach at R-36. Material will be transferred via conveyor system to not damage the existing dune. This is in lieu of impacting Mickler's Park beach entrance with off-road trucks on the beach from 965 PVB Blvd. access area to the Southern portion of PV2.
  - Load and Transport 194,490 CY of Beach Fill from material stockpile at R-27 & R-36 on beach onto 40-ton off-road trucks and transport up to 10,000 LF to final placement area.
  - Grade 194,490 CY of Beach Fill to match design template within tolerances including around and over walkways.
  - 69 workdays of Contractor's internal quality control survey crew to monitor and maintain survey control points, GPS equipment and Equipment machine controls.
  - 69 workdays of Contractor's tilling crew including Tractor and Box Blade and Tiller with Operator to maintain off-road truck haul routes on beach.
  - 69 workdays of Contractor's hand tools and safety equipment required for construction crew including hand tools, personal protective equipment, safety signs, eye wash stations & fuel transfer safety devices.

- **Bid Item: 3550 PV2 - Vibration Monitoring**
  - Pre-Construction structural survey for 111 identified locations within 200 feet of active operations. This includes documentation, evaluation, and recording of structural conditions.
  - Post-Construction structural survey for 111 identified locations within 200 feet of active operations. This involves the re-evaluation of structures in comparison to pre-survey data.
  - 76 workdays of Vibration Monitoring Subcontractor staff to install device, take daily readings and remove devices.
- **Bid Item: 3700 PV2 - Endangered Species Monitoring**
  - 165 calendar days of environmental monitoring subcontractor, The NDN Companies, environmental staff to survey, monitor and report as required by environmental permits for migratory birds, gopher tortoise and other endangered species. Included in this is the relocation of gopher tortoise.
  - 168 calendar days of marine turtle nest monitoring and relocation.
  - Daily rate of for FWC permit holder to monitor segment.
  - Relocation fee of per turtle.

#### 4. South Ponte Vedra Beach: R67 – R76

- **Bid Item: 4025 SPV - Engineering – Environmental Compliance and Report / Construction Support and Report / Post-Construction and Report**

- GHD – Turtle Nest Monitoring / Relocation Support including contacting FWC permit holders directly to coordinate segment alignment, monitoring schedule, and other coordination.
- GHD – Migratory Bird Surveys including coordination and GIS with environmental contractor, The NDN Companies, for 2 survey dates spaced bi-monthly, optimal foraging habitat survey, and FWC coordination for berm placements.
- GHD – Gopher Tortoise Surveys / Relocation coordination with environmental contractor, The NDN Companies, for staging areas and for Gopher Tortoise habitat impacted by sand berm placement across 9,504 LF.
- GHD – Post Permit Issuance / Pre-Construction Compliance agency coordination and documentation required as per permit conditions.
- GHD – Construction management support including responding to construction RFIs, participation in weekly meeting, and other support as required.
- GHD – Environmental Management & Permit Compliance including reconnaissance survey ahead of crew and within work area for environmental concerns. Office support from GHD personnel for GIS, agency coordination and environmental reporting.
- GHD – Dune Planting Coordination management and coordination to ensure compliance with dune planting contractor, EarthBalance.
- GHD – Sediment Sample Collection & Analysis required post-construction for every 1,000 cubic yards, approximately 68 samples. Sample analysis by lab technician plus report and expenses.
- GHD – Environmental reporting as required by permit condition based on similar permits issued for previous projects.

- GHD – As-built Drawings sections to be provided for every R-monument, or 1,000 ft.
- GHD – Site restoration plans expected to be permit condition of modifications to properties and access.
- Post-Project Monitoring for 15-year permit including two-year, post storm, compaction and escarpment monitoring is excluded from task. Additional cost for these tasks can be provided upon request.
- **Bid Item: 4050 SPV - Mobilization & Setup**
  - 3rd party transportation of Contractor's equipment and additional flatbed and lowboy loads of support equipment and materials.
  - Internal transportation of Contractor's equipment and support materials to and from access and staging areas during contractions phases.
  - Emergency transport of broken-down trucks or equipment.
- **Bid Item: 4051 SPV - Field Supervision / Quality Control**
  - 48 workdays of Contractor's Field Supervision and Quality Control staff including 50% of the Site Superintendent, 1 Quality Control Manager, 1 Trucking Foreman & 25% of a Maintenance of Traffic Foreman. Assume Site Superintendent and Maintenance of Traffic Foreman can be shared across 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 4052 SPV - Site Safety and Health Officer**
  - 48 workdays of Contractor's Site Safety and Health Officer at 50% with assumption they can cover 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 4090 SPV - Maintenance of Traffic / Access Points**
  - 48 workdays of Contractor's maintenance of traffic crew at 50% with assumption they can cover 2 active operation sites. This includes setting up and taking down maintenance of traffic devices daily pre and post working day. This includes Isuzu NPR maintenance of traffic vehicle for field staff & device transportation.
  - Daily Rental of Construction Signs, Type II Vehicle Barricades, Pedestrian Barricades & Variable Messages board as required by Maintenance of Traffic Plan.
  - 48 workdays of Contractor's Dust Control & Street Sweeping crew including Water Truck and Street Sweeper with Operators to clean streets, sidewalks, and other public areas near active operations sites.
  - 48 workdays of 2 dedicated flaggers to manage material dump truck traffic into and out of beach access staging areas.



- 48 workdays of 2 dedicated flaggers to manage pedestrian foot traffic through active operation sites.
- This lot beside the Chevron will be used to queue trucks and transfer each load to the opposite side of the street. The access point across from this lot will serve as an access to the beach. This item could be replaced, and the cost transferred if an alternate site is located. This lot requires fill and grading improvements to handle truck traffic required for this segment. This item includes clearing and leveling of lot, import of fill for vehicle access, erosion control at property during use, installation, and removal of 7,000 sf of HDPE mats, rental cost, dune planting repairs and utilities connections.
- **Bid Item: 4091 SPV - Alternate Access Point Rental**
  - In the circumstance that an alternate site is located along the reaches, operations will be shifted from 2700 S Ponte Vedra Blvd. and this allowance will be applied to the costs of the alternate site.
- **Bid Item: 4200 SPV - Survey and As-Builts**
  - Pre-condition survey in advance of commencement of beach fill operation.
  - As-built surveys of 94 cross sections at 100 LF intervals for material template compliance and quantity calculations. This includes the calculation of quantities for payment and marking property boundaries for easement holdouts.
  - Surveyor to be 3rd party and licensed.
- **Bid Item: 4500 SPV - Sand Supply & Placement (7.3 CY/LF)**
  - Purchase, Delivery and Stockpile of 68,032 CY of Beach Quality Sand Fill from Vulcan Materials into staging area at 2700 S Ponte Vedra Blvd (or alternate site), @ 1,400 CY per day.
  - Transfer and Stockpile 68,032 CY of Beach Fill from 2700 S Ponte Vedra Blvd. (or alternate) staging area over existing dune onto beach at R-84. Material will be transferred via conveyor system to not damage the existing dune.
  - Load and Transport 68,032 CY of Beach Fill from material stockpile at R-84 on beach onto 40-ton off-road trucks and transport between 8,000 LF and 17,000 LF to final placement area.
  - Grade 68,032 CY of Beach Fill to match design template within tolerances including around and over walkways.
  - 48 workdays of Contractor's internal quality control survey crew to monitor and maintain survey control points, GPS equipment and Equipment machine controls.
  - 48 workdays of Contractor's tilling crew including Tractor and Box Blade and Tiller with Operator to maintain off-road truck haul routes on beach.
  - 48 workdays of Contractor's hand tools and safety equipment required for construction crew including hand tools, personal protective equipment, safety signs, eye wash stations & fuel transfer safety devices.



- **Bid Item: 4550 SPV - Vibration Monitoring**
  - Pre-Construction structural survey for 82 identified locations within 200 feet of active operations. This includes documentation, evaluation, and recording of structural conditions.
  - Post-Construction structural survey for 82 identified locations within 200 feet of active operations. This involves the re-evaluation of structures in comparison to pre-survey data.
  - 48 workdays of Vibration Monitoring Subcontractor staff to install device, take daily readings and remove devices.
  
- **Bid Item: 4700 SPV - Endangered Species Monitoring**
  - 66 calendar days of environmental monitoring subcontractor, The NDN Companies, environmental staff to survey, monitor and report as required by environmental permits for migratory birds, gopher tortoise and other endangered species. Included in this is the relocation of gopher tortoise.
  - 102 calendar days of marine turtle nest monitoring and relocation.
  - Daily rate for FWC permit holder to monitor segment.
  - Relocation fee per turtle.

## 6. Butler Beach: R153.5 - R159.5

- **Bid Item: 6025 BB - Engineering – Environmental Compliance and Report / Construction Support and Report / Post-Construction and Report**

- GHD – Turtle Nest Monitoring / Relocation Support including contacting FWC permit holders directly to coordinate segment alignment, monitoring schedule, and other coordination.
- GHD – Migratory Bird Surveys including coordination and GIS with environmental contractor, The NDN Companies, for 2 survey dates spaced bi-monthly, optimal foraging habitat survey, and FWC coordination for berm placements.
- GHD – Gopher Tortoise Surveys / Relocation coordination with environmental contractor, The NDN Companies, for staging areas and for Gopher Tortoise habitat impacted by sand berm placement across 6,000 LF.
- GHD – Post Permit Issuance / Pre-Construction Compliance agency coordination and documentation required as per permit conditions.
- GHD – Construction management support including responding to construction RFIs, participation in weekly meeting, and other support as required.
- GHD – Environmental Management & Permit Compliance including reconnaissance survey ahead of crew and within work area for environmental concerns. Office support from GHD personnel for GIS, agency coordination and environmental reporting.
- GHD – Dune Planting Coordination management and coordination to ensure compliance with dune planting contractor, EarthBalance.
- GHD – Sediment Sample Collection & Analysis required post-construction for every 1,000 cubic yards, approximately 25 samples. Sample analysis by lab technician plus report and expenses.
- GHD – Environmental reporting as required by permit condition based on similar permits issued for previous projects.
- GHD – As-built Drawings sections to be provided for every R-monument, or 1,000 ft.
- GHD – Site restoration plans expected to be permit condition of modifications to properties and access.
- Post-Project Monitoring for 15-year permit including two-year, post storm, compaction and escarpment monitoring is excluded from task. Additional cost for these tasks can be provided upon request.

- **Bid Item: 6050 BB - Mobilization & Setup**

- 3rd party transportation of Contractor's equipment and additional flatbed and lowboy loads of support equipment and materials.
- Internal transportation of Contractor's equipment and support materials to and from access and staging areas during contractions phases.
- Emergency transport of broken-down trucks or equipment.

- **Bid Item: 6051 BB - Field Supervision / Quality Control**
  - 15 workdays of Contractor's Field Supervision and Quality Control staff including 50% of the Site Superintendent, 1 Quality Control Manager, 1 Trucking Foreman & 25% of a Maintenance of Traffic Foreman. Assume Site Superintendent and Maintenance of Traffic Foreman can be shared across 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 6052 BB - Site Safety and Health Officer**
  - 15 workdays of Contractor's Site Safety and Health Officer at 50% with assumption they can cover 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 6090 Maintenance of Traffic / Access Points**
  - 15 workdays of Contractor's maintenance of traffic crew at 50% with assumption they can cover 2 active operation sites. This includes setting up and taking down maintenance of traffic devices daily pre and post working day. This includes Isuzu NPR maintenance of traffic vehicle for field staff & device transportation.
  - Daily Rental of Construction Signs, Type II Vehicle Barricades, Pedestrian Barricades & Variable Messages board as required by Maintenance of Traffic Plan.
  - 15 workdays of Contractor's Dust Control & Street Sweeping crew including Water Truck and Street Sweeper with Operators to clean streets, sidewalks and other public areas near active operations sites.
  - 15 workdays of 2 dedicated flaggers to manage material dump truck traffic into and out of beach access staging areas.
  - 15 workdays of 2 dedicated flaggers to manage pedestrian foot traffic through active operation sites.
  - The access point on Dondanville St. will be used for beach access. This item includes import of fill to stabilize truck parking, erosion control, flagger, and ticket collection personnel. This item includes clearing and leveling of lot, import of fill for vehicle access, erosion control at property during use, installation and removal of 3,000 sf of HDPE mats, rental cost, dune planting repairs and utilities connections.
- **Bid Item: 6200 BB - Survey and As-Builts**
  - Pre-condition survey in advance of commencement of beach fill operation.
  - As-built surveys of 61 cross sections at 100 LF intervals for material template compliance and quantity calculations. This includes the calculation of quantities for payment and marking property boundaries for easement holdouts.
  - Surveyor to be 3rd party and licensed.



- **Bid Item: 6500 BB - Sand Supply & Placement (4.0 CY/LF)**
  - Purchase, Delivery and Stockpile of 24,164 CY of Beach Quality Sand Fill from Vulcan Materials into access point at Dondanville at 1,600 CY per day.
  - Stockpile 24,164 CY of Beach Fill at Dondanville
  - Load and Transport 24,164 CY of Beach Fill from material stockpiles at R-157 on beach onto 40-ton off-road trucks and transport up to 3,500 LF to final placement area.
  - Grade 24,164 CY of Beach Fill to match design template within tolerances including around and over walkways.
  - 15 workdays of Contractor's internal quality control survey crew to monitor and maintain survey control points, GPS equipment and Equipment machine controls.
  - 15 workdays of Contractor's tilling crew including Tractor and Box Blade and Tiller with Operator to maintain off-road truck haul routes on beach.
  - 15 workdays of Contractor's hand tools and safety equipment required for construction crew including hand tools, personal protective equipment, safety signs, eye wash stations & fuel transfer safety devices.
  
- **Bid Item: 6550 BB - Vibration Monitoring**
  - Pre-Construction structural survey for 2 identified locations within 200 feet of active operations. This includes documentation, evaluation, and recording of structural conditions.
  - Post-Construction structural survey for 2 identified locations within 200 feet of active operations. This involves the re-evaluation of structures in comparison to pre-survey data.
  - 15 workdays of Vibration Monitoring Subcontractor staff to install device, take daily readings and remove devices.
  
- **Bid Item: 6700 BB - Endangered Species Monitoring**
  - 21 calendar days of environmental monitoring subcontractor; The NDN Companies, environmental staff to survey, monitor and report as required by environmental permits for migratory birds, gopher tortoise and other endangered species. Included in this is the relocation of gopher tortoise.
  - 115 calendar days of marine turtle nest monitoring and relocation.
  - Daily rate for FWC permit holder to monitor segment.
  - Relocation fee per turtle.

## 7. Crescent Beach: R189.65 – R193.65

- **Bid Item: 7025 CB - Engineering – Environmental Compliance and Report / Construction Support and Report / Post-Construction and Report**
  - GHD – Turtle Nest Monitoring / Relocation Support including contacting FWC permit holders directly to coordinate segment alignment, monitoring schedule, and other coordination.
  - GHD – Migratory Bird Surveys including coordination and GIS with environmental contractor, The NDN Companies, for 2 survey dates spaced bi-monthly, optimal foraging habitat survey, and FWC coordination for berm placements.
  - GHD – Gopher Tortoise Surveys / Relocation coordination with environmental contractor, The NDN Companies, for staging areas and for Gopher Tortoise habitat impacted by sand berm placement across 4,000 LF.
  - GHD – Post Permit Issuance / Pre-Construction Compliance agency coordination and documentation required as per permit conditions.
  - GHD – Construction management support including responding to construction RFIs, participation in weekly meeting, and other support as required.
  - GHD – Environmental Management & Permit Compliance including reconnaissance survey ahead of crew and within work area for environmental concerns. Office support from GHD personnel for GIS, agency coordination and environmental reporting.
  - GHD – Dune Planting Coordination management and coordination to ensure compliance with dune planting contractor, EarthBalance.
  - GHD – Sediment Sample Collection & Analysis required post-construction for every 1,000 cubic yards, approximately 31 samples. Sample analysis by lab technician plus report and expenses.
  - GHD – Environmental reporting as required by permit condition based on similar permits issued for previous projects.
  - GHD – As-built Drawings sections to be provided for every R-monument, or 1,000 ft.
  - GHD – Site restoration plans expected to be permit condition of modifications to properties and access.
  - Post-Project Monitoring for 15-year permit including two-year, post storm, compaction and escarpment monitoring is excluded from task. Additional cost for these tasks can be provided upon request.
- **Bid Item: 7050 CB - Mobilization & Setup**
  - 3rd party transportation of Contractor's equipment and additional flatbed and lowboy loads of support equipment and materials.
  - Internal transportation of Contractor's equipment and support materials to and from access and staging areas during contractions phases.
  - Emergency transport of broken-down trucks or equipment.



- **Bid Item: 7051 CB - Field Supervision / Quality Control**
  - 12 workdays of Contractor's Field Supervision and Quality Control staff including 50% of the Site Superintendent, 1 Quality Control Manager, 1 Trucking Foreman & 25% of a Maintenance of Traffic Foreman. Assume Site Superintendent and Maintenance of Traffic Foreman can be shared across 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 7052 CB - Site Safety and Health Officer**
  - 12 workdays of Contractor's Site Safety and Health Officer at 50% with assumption they can cover 2 active operation sites. This includes pickup trucks & utility vehicles for field staff transportation and beach access during construction phase.
- **Bid Item: 7090 CB - Maintenance of Traffic / Access Points**
  - 12 workdays of Contractor's maintenance of traffic crew at 50% with assumption they can cover 2 active operation sites. This includes setting up and taking down maintenance of traffic devices daily pre and post working day. This includes Isuzu NPR maintenance of traffic vehicle for field staff & device transportation.
  - Daily Rental of Construction Signs, Type II Vehicle Barricades, Pedestrian Barricades & Variable Messages board as required by Maintenance of Traffic Plan.
  - 12 workdays of Contractor's Dust Control & Street Sweeping crew including Water Truck and Street Sweeper with Operators to clean streets, sidewalks and other public areas near active operations sites.
  - 12 workdays of 2 dedicated flaggers to manage material dump truck traffic into and out of beach access staging areas.
  - 12 workdays of 2 dedicated flaggers to manage pedestrian foot traffic through active operation sites.
  - Matanzas Ramp will be used for truck staging and beach access. This item includes erosion control, flagger, ticket collection personnel, installation and removal of 3,820 sf of HDPE mats, and dune planting repairs
  - Includes the costs associated with a truck staging site.



- **Bid Item: 7200 CB - Survey and As-Builts**

- Pre-condition survey in advance of commencement of beach fill operation.
- As-built surveys of 41 cross sections at 100 LF intervals for material template compliance and quantity calculations. This includes the calculation of quantities for payment and marking property boundaries for easement holdouts.
- Surveyor to be 3rd party and licensed.

- **Bid Item: 7500 CB - Sand Supply & Placement (7.5 CY/LF)**

- Purchase, Delivery and Stockpile of 30,174 CY of Beach Quality Sand Fill from Vulcan Materials into access point at Matanzas at 2,500 CY per day.
- Stockpile 30,174 CY of Beach Fill at Matanzas Access Point.
- Load and Transport 30,174 CY of Beach Fill from material stockpile at R-193.6 on beach onto 40-ton off-road trucks and transport up to 4,000 LF to final placement area.
- Grade 30,174 CY of Beach Fill to match design template within tolerances including around and over walkways.
- 12 workdays of Contractor's internal quality control survey crew to monitor and maintain survey control points, GPS equipment and Equipment machine controls.
- 12 workdays of Contractor's tilling crew including Tractor and Box Blade and Tiller with Operator to maintain off-road truck haul routes on beach.
- 12 workdays of Contractor's hand tools and safety equipment required for construction crew including hand tools, personal protective equipment, safety signs, eye wash stations & fuel transfer safety devices.

- **Bid Item: 7550 CB - Vibration Monitoring**

- Pre-Construction structural survey for 26 identified locations within 200 feet of active operations. This includes documentation, evaluation, and recording of structural conditions.
- Post-Construction structural survey for 26 identified locations within 200 feet of active operations. This involves the re-evaluation of structures in comparison to pre-survey data.
- 12 workdays of Vibration Monitoring Subcontractor staff to install device, take daily readings and remove devices.

- **Bid Item: 7700 CB - Endangered Species Monitoring**

- 17 calendar days of environmental monitoring subcontractor, The NDN Companies, environmental staff to survey, monitor and report as required by environmental permits for migratory birds, gopher tortoise and other endangered species. Included in this is the relocation of gopher tortoise.
- 143 calendar days of marine turtle nest monitoring and relocation.
- Daily rate for FWC permit holder to monitor segment.
- Relocation fee per turtle.

## 9. Optional Items

- **Bid Item: 9150 Traffic Control Officer**
  - Allowance for 3,440 hours of two off duty traffic control officers during the work schedule. This is the typical amount of traffic control officer support required for similar projects.
- **Bid Item: 9400 Engineering – Post-Construction Compliance and Report**
  - GHD – Agency meeting for present results of post-project environmental report.
- **Bid Item: 9600 Dune Planting**
  - Installation of 1,400,000 sea oat onto completed beach fill segments by Subcontractor, EarthBalance.
  - Price includes a performance bond.
  - This item requires a \$164,500 deposit for 25% of the plant material cost to secure and grow the plants.
  - Dune planting must start as soon as possible after beach fill in order to maximize the amount of planting before 12/31/2021.
- **Bid Item: 9700 Access Repairs for Public Areas**
  - This cost item includes repairs to any staging areas being used as part of truck staging, transferring, or queuing operations. The repairs are estimated and consider restoring the properties to their existing conditions. These repair estimates are in kind replacements.
  - Repair of Ponte Vedra Beach Blvd sod up to 2000 SF along 945 Ponte Vedra Beach Blvd.
  - Repair of Ponte Vedra Beach Blvd asphalt road up to 350 SY and sod up to 5,000 SF along 965 Ponte Vedra Beach Blvd.
  - Repair of Ponte Vedra asphalt road up to 350 SY and sod up to 5,000 SF along 1141 Ponte Vedra.
  - Repair of A1A asphalt road up to 550 SY and sod along 1041 A1A Cornerstone Park. Sodding of maximum 33,000 SF within park staging.
  - Repair of A1A asphalt road up to 500 SY and sod up to 1,000 SF along 2700 S. Ponte Vedra Blvd (or alternate site).
  - Repair of Dondanville asphalt entry up to 800 SY, pavement markings, sodding up to 8,000 SF and concrete sidewalk up to 600 SF.
  - Repair of Matanzas asphalt entry up to 1,200 SY, pavement markings and sodding up to 1,000 SF.



- **Bid Item: 9800 3rd Party Dispute - Allowance**
  - This cost item includes investigations, communications and settlements of any 3rd party disputes due to Contractor operations. This cost item will be billed on an allowance as needed basis.

The work described herein would be subject to the terms and conditions of the standard agreement between owner and design-builder and the general conditions of contract between owner and design-builder. We look forward to continuing our relationship with SJC. Please do not hesitate to contact me at 305-299-9159, or Mark Zanardi at 786-602-2771 if you have any questions.

Sincerely,

David Juelle  
President  
Continental Heavy Civil

A handwritten signature in cursive script that reads 'David Juelle'.

### 03. Project Delivery Approach

St. Johns County (County) seeks to create a sand berm feature along specific segments of the County's coastline fronting the Atlantic Ocean. A total of 12.58 miles of shoreline within five distinct and identified segments (Reaches) are to receive sand placement in the form of a berm. The berm feature will be constructed along the upper portion of the beach between the dune and the Mean High Water Line (MHWL). Sand will be sourced from an upland mine and delivered to the Project placement areas using dump trucks and other earthmoving equipment necessary to timely and efficiently construct the berms. The total volume of sand to be placed (as determined by the County) is approximately 505,000 cubic yards.

The berm configurations will be determined by the required volumes and the current levels of sand will be designed to maximize durability. The Florida Department of Environmental Protection (FDEP) reference monument locations provide an established tie-in for a survey baseline, which will be established within each Reach. Average unit volume per Reach are expected to vary between 3.5 and 8.2 cy/ft. The layout will be designed to produce a constructed platform that minimizes abrupt discontinuities while meeting the volumetric requirements intended to offset measured storm damages.

The following design service tasks will be performed in the execution of this Project:

- Establish a Project Construction Baseline (specific to each identified Reach) to serve as the basis for placement and payment;
- Perform compatibility analyses of native beach sediments with proposed upland mine sand sources, and coordinate with FDEP staff on review and approval of sources (if not currently authorized);
- Layout a berm feature to meet the volumetric and planform coverage requirements within the Reaches described above;
- Establish Project staging and access areas;
- Prepare, submit and subsequently process and acquire a Joint Coastal Permit(JCP);
- Development of Project technical and environmental specifications and construction drawings;
- Preparation of a construction schedule for the Project; and,
- Construction phase services (inspections and reporting) to ensure that the requirements of the Project plans and specifications are properly executed, and that all work is conducted in compliance with both the issued JCP permit and County/FEMA requirements.

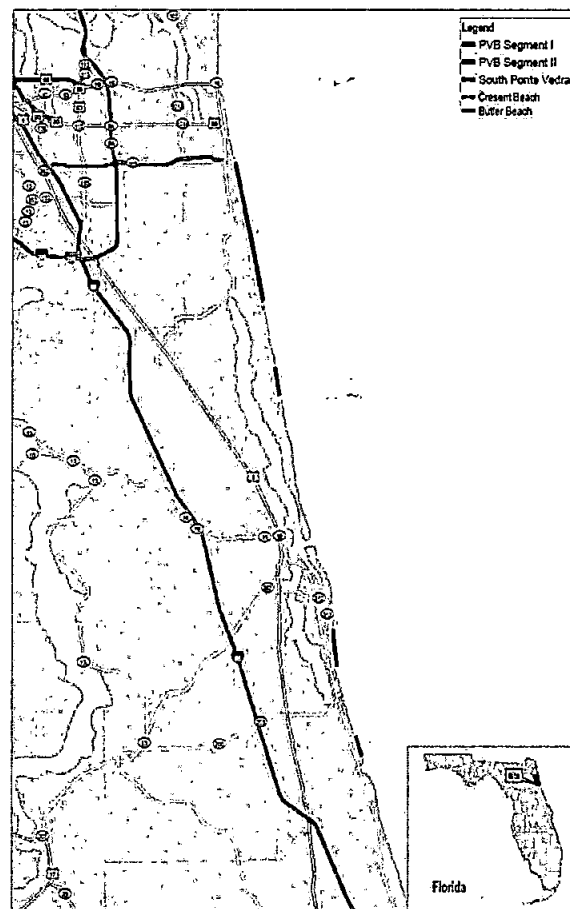


Figure 1. BERM RESTORATION LOCATIONS

## CONSTRUCTION SCHEDULE SUMMARY

The team plans to use three beach placement crews in order to meet the December 31st deadline. Below we have provided a summary of the beach placement crew schedule and sequence. A full construction schedule is provided as Appendix B.

Crew	Segment	Access Point	Work Days	Start Date	Finish Date
#1	Ponte Vedra I	965 PONTE VEDRA	74	7/6/2021	10/19/2021
#1	Ponte Vedra II	965 PONTE VEDRA	38	10/20/2021	12/15/2021
#2	South Ponte Vedra	2700 S PONTE VEDRA OR ALT	48	7/12/2021	9/16/2021
#2	Ponte Vedra II	1141 PONTE VEDRA	31	9/17/2021	11/1/2021
#2	Butler Beach	DONDANVILLE	15	11/2/2021	11/23/2021
#2	Crescent Beach	MATANZAS	12	11/24/2021	12/13/2021

# DETAILED WORK PLAN

## General approach

CHC is contracting the sand supply with Vulcan Materials out of its Goldhead and Keyuka Sand Mines approximately 70-80 miles from the St. Johns County Project. The sand will be transported to approximately (6) potential beach access and (2) truck staging-sites. The access sites consist of public beach access location and privately owned lots located throughout the project reaches. Each site will require site-specific approaches; although they may have similarities, they will require independent work plans to assure the public's safety and adequate traffic controls are in place and implemented. With all sites, CHC will provide access for County staff and representatives so that they may observe, test, survey, etc.

## Staging and Transfer Sites

CHC has established multiple transfer sites along various reaches of the project and two truck queuing sites that will reduce the truck traffic along Ponte Vedra and A1A.

The private and public sites include:

- 945 Ponte Vedra Blvd (This site will serve PV1 only as an office storage, and backup sand transfer site)
- 965 Ponte Vedra Blvd (This site will serve PV1 and PV2 from North of Mickler's Park)
- 1141 Ponte Vedra Blvd (This site will serve PV2 from South of Mickler's Park)
- 2700 S. Ponte Vedra Blvd (or alternate site) (This site will serve R67-76 as a truck queuing and sand transfer site)
- Dondanville Beach access (Butler Beach) (This site will serve R153.5-R159.5 as a truck access)
- Matanzas Ramp (This ramp will serve as a truck queuing site and beach access point for R189.65-193.65)

## PV1 and PV2(R01-R46)

CHC has entered into a preliminary agreement with three private lots to use as sand transfer sites. Based on location and site specifics, CHC will either use a large excavator to side cast the sand over the sand dune or a conveyor system to transfer the sand over the dune.

- **945 PV** will be used as an office, equipment staging area, and as a backup sand transfer site. This site will require clearing and preparation to be used as an equipment staging and potential sand transfer site. In addition, the site will require building a truck access point, HDPE mats for truck turnaround and restoration after completion.
- **965 PV** will be used as a sand transfer site. The sand will be transferred using an excavator and will not require a conveyor. The site will feed sand from the northside of Mickler's towards PV1; no trucks or equipment will traverse Mickler's Park or beach. In addition, the site will require building a truck access point, HDPE mats for truck turnaround, and restoration after completion.

- **1141 PV** will be used as a sand transfer site. The sand transfer will require a conveyor and wheel loader to convey the sand over the existing dune. The site will feed sand from the southside of Mickler's towards PV1. During this process, no trucks or equipment will traverse Mickler's Park or beach. An exception to this rule is that we anticipate one mobilization across Mickler's Park from PV2 to South Ponte Vedra Beach. This movement is planned to occur at non-peak hours and will involve a police escort to ensure a safe and rapid transfer. The county will be notified 10 working days prior to this occurrence. This site will require vegetation clearing, backfilling, and preparation to receive sand for PV2. In addition, the site will require building a truck access point, HDPE mats for truck turnaround, and restoration after completion.

### **South Ponte Vedra Beach (R67-R76)**

- **2700 S. PV** this lot is located adjacent to the Exxon gas station. This lot will be used to stage trucks before they can bring the material across A1A and into the beach to unload the sand. This area across from 2700 is a narrow strip along A1A and will require rehandling of the sand. If an alternate lot is located by CHC along the reaches, this budget will be used at the alternate site. In addition, the site will require building a truck access point and HDPE mats for truck turnaround and rehandling of sand. The lot will be restored after completion. This lot will not require a conveyor.

### **Butler Beach(R153.5-R159.5)**

- **Dondanville Road** this beach access will be used to stage trucks along both sides of the road. The truck access to the beach will be reinforced with HDPE mats that will be placed at the end of Dondanville Rd. The site will require building a truck access point with HDPE mats for truck turnaround and restoration after completion. This lot will not require a conveyor.

### **Crescent Beach(189.65-193.65)**

- **Matanzas Ramp** as directed by county, contractor will coordinate with county for approval to utilize Matanzas Ramp as an access point for Crescent Beach segment from R-189.65-193.65. This ramp will be used to stage the loaded trucks that will be dispersed into the beach access point. The truck access will be reinforced with HDPE mats that will be placed at the end of Matanzas Ramp. The site will require building a truck access point, HDPE mats for truck turnaround, and restoration of dune vegetation that may be impacted after completion. This site will not require a conveyor.

## Surveying

The pre surveying will be performed at 100' intervals along the new dune construction sections. This will record the existing contour of the area to receive the sand as well as the landward limit of fill. The surveying will be performed by a third-party Florida Licensed Surveyor (FLS) hired by CHC. The pre-survey data will be collected ahead of the sand dune construction by the (FLS). This data will be used to generate a layer-to-layer survey that will provide contours and volume calculations required to confirm satisfactory completion of the dune template.

The Post-survey data will be collected at 100' intervals along the newly constructed dunes. The post-survey data will be collected after the sand dune has been constructed. The third-party surveying crew will take cross-sections to confirm that the template has been achieved and ready for plantings. The post survey data will be used to generate the asbuilt surveys required for the project closeout.

Staking for construction, including stationing and fill limits, will be staked at 100' intervals. In addition, upland fill limit will be staked between the 100' stationing if the field survey team determines the fill limit is not clearly depicted in the field. Holdout lots will not be encroached upon by any means of staking or marking. The necessary markings needed to indicate holdout lots will be located on the neighboring properties that are adjacent to the holdout boundaries.

## Basis of Payment – Dune Fill

Payment will be made for all costs associated with or incidental to, acquisition of beach-compatible sand material, transportation of dune fill, constructing the dune profile and final dressing. In addition, payment will be based upon the total sand volume placed up to the maximum authorized volume as specified in the table below, and not by template or tolerance. Monthly partial payments will be based on approximate quantities determined by measurement of the in-place beach fill.

Measurement of quantity placed for pay purposes will be based on the differences between pre- and post-construction surveys. Quality Control Surveys shall be the responsibility of the Contractor. A third-party Professional Land Surveyor licensed in the state of Florida will perform pre- and post-construction topographic surveys at 100-foot stations with elevations taken at 10-foot range intervals and at visible breaks or transitions in the profile, from the baseline to an elevation at least equal to the IFC-stipulated toe of slope elevation. Alongshore survey spacing may be less than 100-ft in selected areas where conditions vary significantly. Once the post-construction survey is performed, no measurements will be revised except on suspicion of fraud or obvious error. The Contractor shall coordinate with the County to maintain the scheduled work in beach fill placement segments to provide a 2500-foot long pre-construction section and a 2500-foot long post-construction (final acceptance) section to be surveyed. The Contractor shall request in writing if longer or shorter acceptance sections are requested due to weather or site conditions. Beach fill satisfactorily placed and therefore payment quantities will be determined by the third-party Professional Land Surveyor using the Digital Terrain Model (DTM) surface-to-surface method. The DTMs will be created using the AutoCAD Civil3D program (preferred) or Microstation. Once quantities within a specified reach or section have been determined using in-place measurement, they will not be reopened except on evidence of collusion, fraud, or obvious error.

## As-built drawings

Sections to be provided every R-monument (which are spaced at approximately 1,000ft intervals), to allow for direct comparison to the issued for Construction (IFC) drawings. These as-builts will also serve as a consistency and compliance check against the permitted design, undertaken at every 3,000 ft. As-built drawings should be consistent with the IFC drawings with the inclusion of any redlines and/or project scope changes or variances. Once the project is complete, profiles will be generated at the R-Monuments (showing pre-conditions and as-built conditions) and included as part of the As-Built set of plans consistent with the IFC plans.

## Post Construction

Upon completion of the project, the engineer of record will provide certification that the project was built according to project plans, permits, and FEMA guidelines.

## Site specific MOT and pedestrian traffic control based on transfer/ staging site layouts

CHC will comply with the FDOT Index to provide safe ingress/egress for the trucks. In addition, CHC will provide additional flaggers to manage the trucking activity independent from the traffic control flaggers. The crews will communicate via 2-way radio and will release trucks from a nearby truck staging site as the foreman sees fit to minimize traffic impacts. As part of this work plan, you will find a preliminary traffic control plan for 2 or 3 typical conditions as per FDOT index. Plan view of the transfer sites and two truck staging sites.

### MOT 1



MOT 2



## **Sand Delivery and placement methodology**

CHC has considered various sand transfer and placement methodologies and has determined that it will use three options. Each option will offer the same result, a completed sand dune within the allotted contract time. Two of the options are of higher production and the third is a slower production using a sand conveying system. To meet the project deadline CHC will activate various transfer sites at once. Below is a general detail of the typical operating options used to transfer and place the sand at each project reach.

**The first option is a side casting operation over the existing dune. This option will be used at the following lots:**

- 945 Ponte Vedra Blvd
- 965 Ponte Vedra Blvd

This option will require the dump trucks transporting sand from the Vulcan sites to first enter our truck staging site located at Cornerstone Park. The truck staging site will minimize traffic impacts to Ponte Vedra Blvd reducing traffic buildup along the road outside of the sand transfer site at 965 PV. Once the truck is dispatched to the sand transfer site, it will unload at the upland area of the private lot. Staging and stockpiling of the sand will be achieved using a wheel loader as the trucks unload. After the sand is stockpiled, the sand will be side casted with an excavator over the existing sand dune onto the beach.

After the sand is on the beach, a second excavator will load the articulated trucks, and the trucks will be escorted by an ATV along the beach. The loaded truck will be led down the beach to the placement template working from North to South along this area up to the 965 lot. Special care will be taken to not cause any disruptions to Mickler's Park. This area will require a change in direction to not disrupt the park or its beach areas. The dune will be built in two general directions, first from R01 South to 965 PV and then from North of Mickler's to 965 PV. At no time will Mickler's be shut down or traversed. The placed sand will be spread with a dozer within the template using the GPS guided dozer. Once the truck is unloaded the ATV will escort the truck back to the loading area.

**Second option is using a conveyor to transfer over the existing dune. This option will be used at the following lots:**

- 1141 Ponte Vedra Blvd

This option will require the dump trucks transporting sand from the Vulcan site to first enter our truck staging site located at Cornerstone Park or alternate truck staging site. The truck staging site will minimize traffic impacts to the main roads. This area will reduce traffic buildup along the roads outside of the transfer site. Once the truck is dispatched to the transfer site, it will unload at the upland portion of the private or public lot. The staging and stockpiling of the sand will be achieved by using a wheel loader. The Sand will then be placed onto a 36" track mounted conveyor system that will transfer the sand over the existing sand dune.

After the sand is on the beach, a second excavator will load the articulated trucks and the trucks will be escorted by an ATV along the beach. The loaded truck will be led down the beach to the placement template working from North to South along this area. When working from 1141 towards Mickler's Park, special care will be taken not to cause any disruptions. The dune will be built in two general directions, first from South of Mickler's to 1141 PV and then from the southern reaches to 1141 PV. At no time, other than the single mobilization, will Mickler's be shut down or traversed. The sand will be spread with a dozer within the template using the GPS guided dozer. Once the truck is unloaded the ATV will escort the truck back to the loading area.

**Third option entails direct unloading onto the beach with dump trucks. This option will be used at the following lots:**

- Dondanville Beach access
- Matanzas Ramp
- 2700 S Ponte Vedra Blvd

This option will require the dump trucks transporting sand from the Vulcan sites to first enter our truck staging site. For this option, the truck staging is located either along the beach access road or a parking lot located adjacent to the access point. The truck staging will minimize traffic impacts to the main roads located near the beach access areas. Once the truck is dispatched to the unloading beach access point, it will unload at the turnaround built with HDPE mats. This will prevent tracking of sand onto the roads. Once unloaded, the staging and stockpiling of the sand will be achieved by using a crawler excavator located at the end of the HDPE matted area.

After the sand is on the beach, a second excavator will load the articulated trucks and the trucks will be escorted by an ATV along the beach. The loaded truck will be led down the beach to the placement template working from North to South along this area. The sand will be dumped/placed within the dune template area. The sand will be spread with dozer within the template using the GPS guided dozer. Once the truck is unloaded, the ATV will escort the truck back to the loading area.

**2700 S PV** will use a similar approach as the ones above, although at a much slower pace due to the limited space. This site will require the rehandling of sand to due to the limited space in the transfer area (across from 2700 on the beachside). The difficulties related to rehandling and managing the stockpile area will slow the production therefore increasing the cost.

## **Structures along the beach and within the fill templates**

Based on the current dune profiles, it is understood by all stake-holders that the dune crossovers within the fill areas will require alternative placement options. These structures will include seawall and Timber Beach Crossover located throughout the project reaches. To keep the project on pace, CHC and its design team will provide few options for working around typical structures that will be encountered along the project reaches. Based on the design and construction team observations, the following options will minimize the timeline needed to decide workarounds at each location.

- Seawalls drawings can be found at the end of Appendix A
  1. If the contractor and its engineer feel the structural stability of the wall, based on a visual inspection, is not suitable to withstand the sand, the contractor will reduce the sand placement along the face of the seawalls and maintain a 3:1 slope from the exposed bottom face of the wall.
  2. If the contractor and its engineers feel the wall can tolerate the sand, based on a visual inspection, the contractor will place the sand to the limits shown on the template sections without covering the seawall.
- Timber Beach Crossovers drawings can be found at the end of Appendix A
  1. If the contractor and its engineer feel the structural stability of the timber crossover is not suitable to withstand the sand, based on a visual inspection, the contractor will reduce the sand placement along the crossover boundaries and maintain a 3:1 slope or natural angle of repose of the sand from the exposed bottom face of the pile or foundations.
  2. If the contractor and its engineers feel the timber crossover can tolerate the sand, based on a visual inspection, the contractor will place the sand to the limits shown on the template by either side casting the sand or carefully pushing it underneath the crossover. The sand elevation will meet the adjacent grades of newly built sand dunes or achieve an elevation one foot below the substructure of the crossover.
  3. Terminal end of the crossover in either scenario will be tapered to allow the homeowner access to the crossover. Sand will not be placed over the steps unless the contractor feels it will not hinder or damage the structure.

The options provided in the attachments will offer the county scenarios to supply the homeowner. In any case, the contractor will not place sand over any part of the structure unless it is specifically requested by the homeowner. In scenarios where the homeowner requests to have sand on a portion of their structure, the contractor will only do so if the structure is deemed suitable to withstand the sand.

## Dune Plantings

Supply, deliver, and install a total of 1,400,000 2-inch nursery-grown containerized sea oat (*Uniola paniculata*) plugs along the newly constructed dune. The 2-inch sea oat plug refers to a containerized, nursery-grown plant grown in 2-inch liner trays with an approximate cell width and depth of 2 inches. The 2-inch measurement refers to the root ball. All plants will be installed at an approximate depth of 6 to 8 inches with fertilizer and hydrogel. All work is planned to be completed by December 31, 2021; The plantings will be performed in a steady progression following the dune construction at a rate of 600 to 800 feet. We agree to provide a minimum of 80% sea oats with the remaining plants composed of native dune diversity species. Furthermore, we agree to plant specifications 1-6 detailed below.

1. All plantings must be of native species. The source material for all planting units delivered shall be limited to seeds and propagated plants collected from the Atlantic Coast of Florida. All plants must be entirely suitable for the site.
2. For sea oats and bitter panicgrass, each delivered planting unit shall have at least four (4) emergent stems that are no less than eight (8) inches in height, as measured from the top of the root ball to the apical meristem.
3. Plant Age – delivered planting units shall be 90 days to 120 days old, as measured from the approximate time of germination.
4. Plantings in any area will occur only after the Owner approves as-built emergency berm fill survey for that area.
5. Locations and limits of planting will be field-determined and agreed upon by the Contractor and the County prior to installation of the plants along any given length of the work in order to ensure common understanding and agreement of the areas for planting (and non-planting) before the plants are installed.
6. The Contractor shall be responsible for all aspects of initial and maintenance irrigation and fertilization.

It is understood by all parties that plantings may not occur during the optimal planting seasons, therefore a lower than usual survivorship rate should be expected. Based on the aggressive schedule of the project dune plantings material will require a substantial deposit that will be due upon signing of the contract with supplier. CHC will invoice St. Johns County the full cost of the plant material deposit immediately upon receipt. This sum is due to the material supplier to commence the growing contract and meet the project schedule and planting milestones.

**Material Warranty.** All plants provided and installed under the terms of this agreement are guaranteed to be of good quality and free of disease or defects at the time of installation. A warranty is provided for a **90%** survivorship of all plants for **30** days following installation, followed by a **70%** survivorship of all plants at **90** days. **Contractor** will perform replanting to meet the **70%** survival rate, at no cost to the client, if survivorship falls below **70%** of the initial plants installed. The plant survivorship warranty does not include the loss or damage of installed plants due to acts of God such as frost, flood, fire, drought, shoreline erosion, or other catastrophic events, nor does it include loss or damage due to theft, vandalism, fish, animal, or chemical treatment.

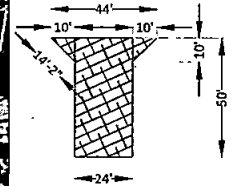
## Appendix A - Attachments



**LEGEND:**

- CCCL Line
- Construction fence
- Silt fence (turbidity fence)
- Road
- ▨ Soil tracking prevention device per FDEP manual
- ▧ Clearing Area

**DRIVEWAY DETAIL**



**NOTES:**

1. Existing lot access to be used for trucks access / deliveries.
2. Selective clearing to be performed at this location.
3. Temporary facilities to be installed at this location.
4. FDOT Index 102-600 for all MOT operations.
5. Site active from Sept 17 2021 through Nov 22 2021.
6. Operation hours 7:00 am - 7:00 pm Monday through Saturday.
7. Dates and hours subject to change depending on project schedule.
8. Sand Transport Options - Side Casting or Truck Transport. Mats to be utilized as necessary



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
5/03/21	J.V.	MOT notes, data, added dimensions and graphic scale			

**CONTINENTAL HEAVY CIVIL CORP**

	DRAWN J.V.	REVIEWED R.P.	DATE 4-28-21
	CITY Ponte Vedra	COUNTY ST Johns	

SHEET TITLE  
**965 Ponte Vedra Blvd  
Site Layout Plan / Access Point**

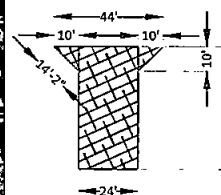
PROJECT NAME  
**St Johns FEMA Dune Enhancement Project**



**LEGEND:**

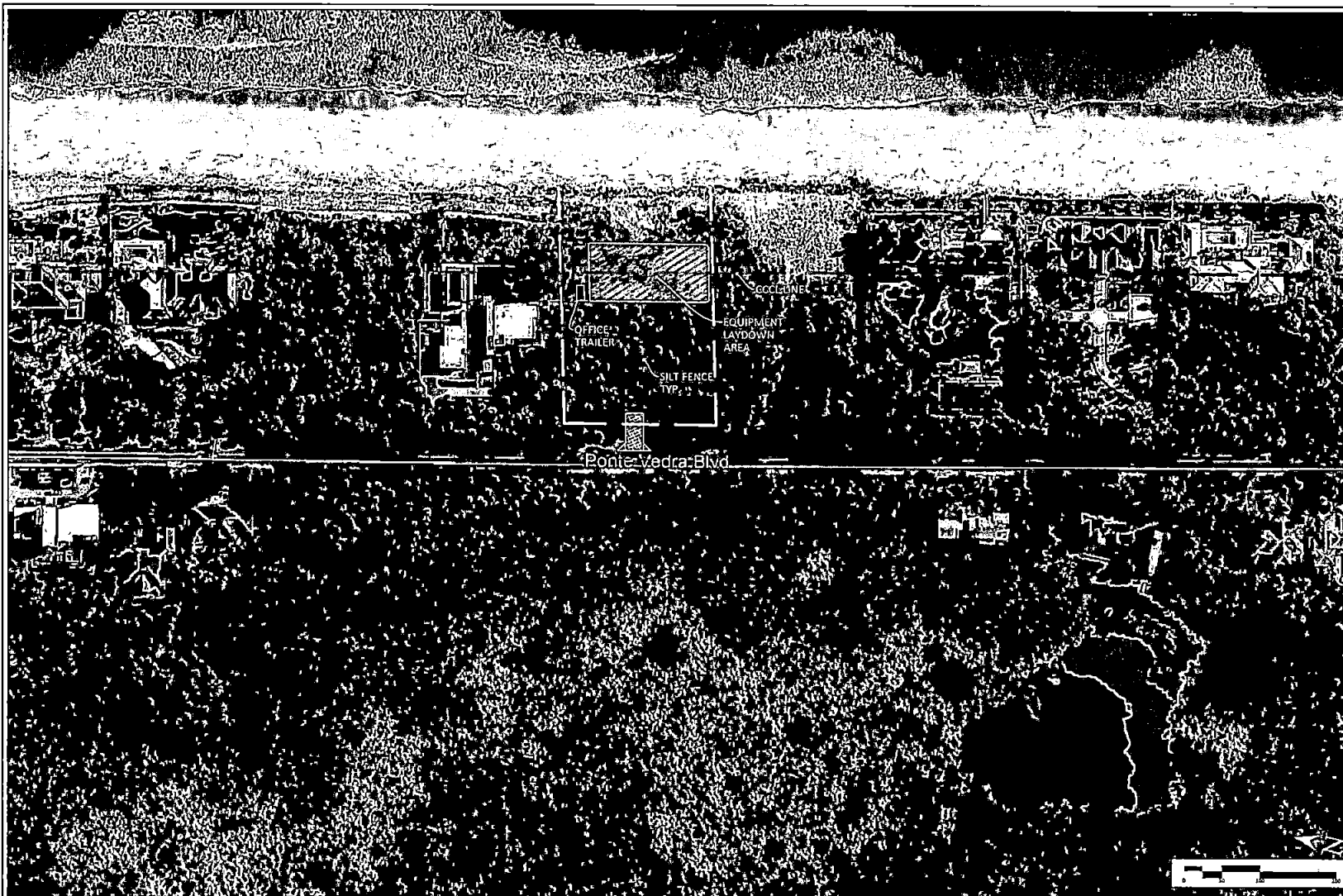
- CCCL Line
- Construction fence
- Silt fence (turbidity fence)
- ▨ Equipment Laydown area
- ☐ Soil tracking prevention device per FDEP manual

**DRIVEWAY DETAIL**



**NOTES:**

1. Existing lot access to be used for trucks access / deliveries.
2. Selective clearing to be performed at this location.
3. Temporary facilities and/or utilities to be installed at this location.
4. FDOT Index 102-600 for all MOT operations.
5. Site active from May 19 2021 - December 30 2021
6. Operation hours 7:00 am-7:00 pm Monday through Saturday
7. Dates and hours are subject to change depending on project schedule.
8. Office trailer 20 ft setback from adjacent lot.



**REVISIONS**

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
5/03/21	J.V.	MOT notes, dates, added dimensions and graphic scale			

**CONTINENTAL HEAVY CIVIL CORP**



DRAWN J.V.	REVIEWED R.P.	DATE 4-28-21
CITY Ponte Vedra	COUNTY ST Johns	



**SHEET TITLE**

945 Ponte Vedra Blvd  
Site Layout Plan / Access point

**PROJECT NAME**

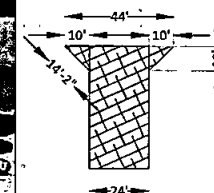
St Johns FEMA Dune Enhancement Project



**LEGEND:**

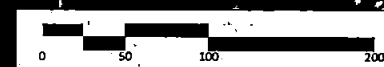
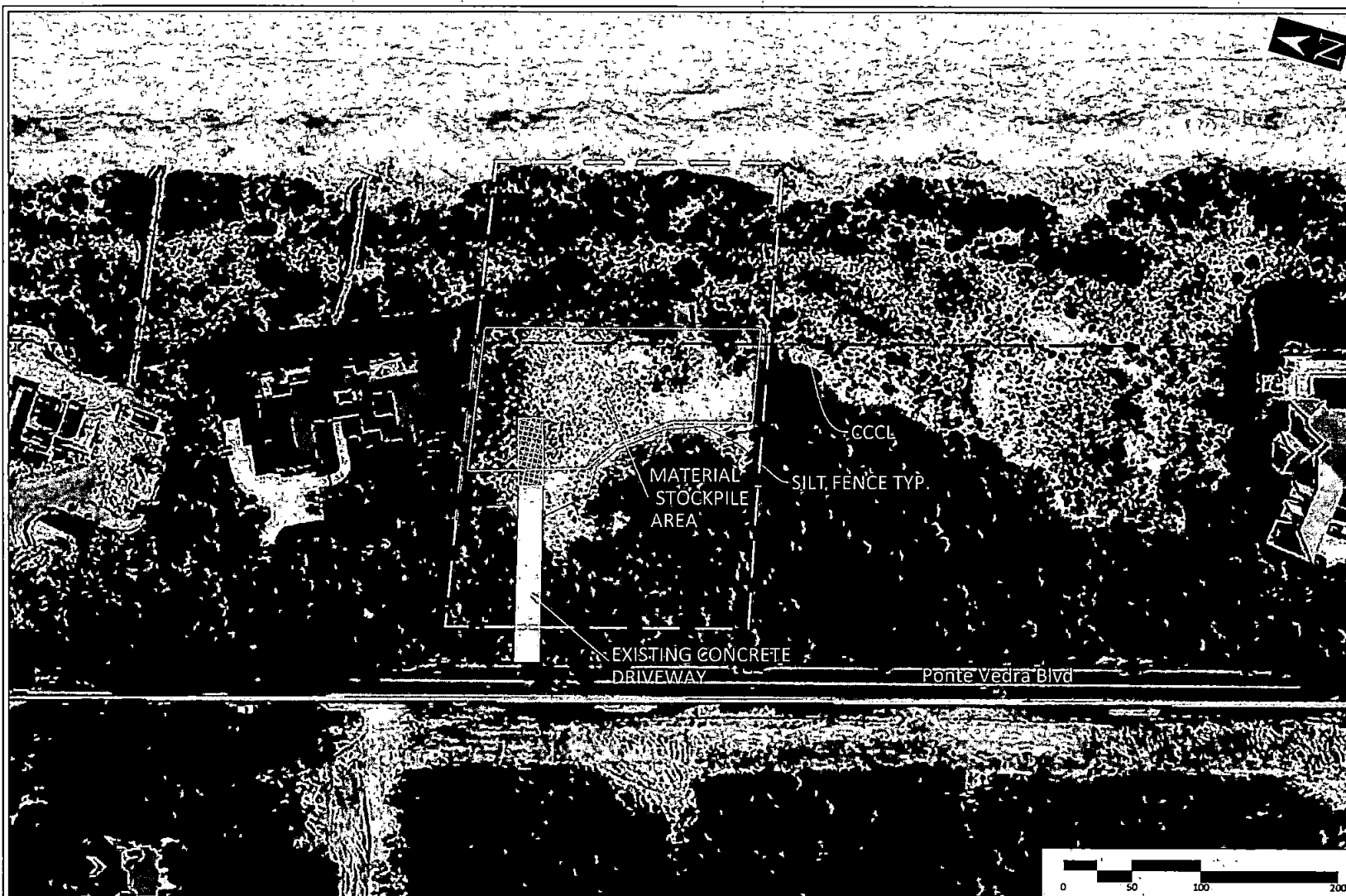
- CCCL Line
- Construction fence
- Silt fence (turbidity fence)
- Road (Driveway)
- ▨ Soil tracking prevention device per FDEP manual

**DRIVEWAY DETAIL**



**NOTES:**

1. Existing lot access to be used for trucks access / deliveries.
2. Stockpile area for sand placing onto beach.
3. Potential beach access from this location.
4. FDOT index 102-600 for all MDT operations.
5. Site active from May 19 2021- July 23 2021.
6. Operation hours 7:00 am - 5:00 pm Monday through Friday.
7. Hours and dates are subject to change depending on project schedule.
8. Sand Transport Options - Side Casting, truck Transport or Conveyor System. Mats to be utilized as necessary.



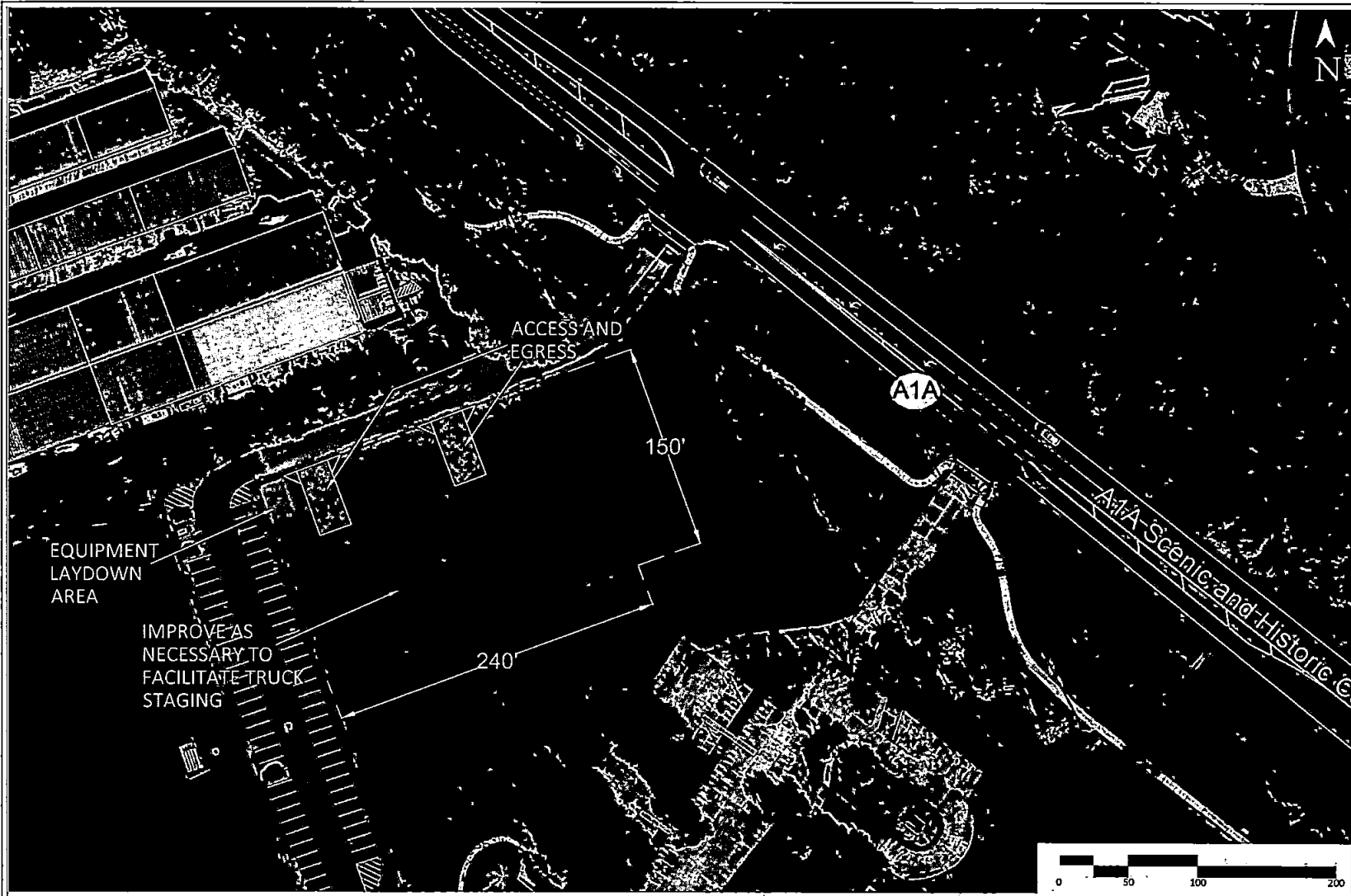
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
5/05/21	J.V.	MDT notes, dates added dimensions and graphic scale			

**CONTINENTAL HEAVY CIVIL CORP**

	DRAWN J.V.	REVIEWED R.P.	DATE 4-28-21
CITY Ponte Vedra	COUNTY ST Johns		

SHEET TITLE  
**1141 Ponte Vedra Blvd  
Site Layout Plan / Access Point**

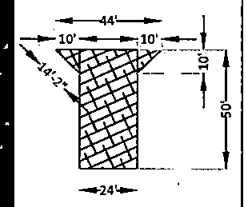
PROJECT NAME  
**St Johns FEMA Dune Enhancement Project**



**LEGEND:**

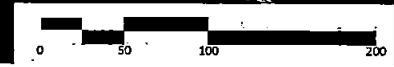
- Construction fence
- ▨ Soil tracking prevention device per FDEP manual

**DRIVEWAY DETAIL**



**NOTES:**

1. Existing lot to be used for trucks staging/queuing prior sand delivery to project access points.
2. Site to be improved for constructions activities and then restored to equal or better preconstruction conditions.
3. FDOT Index 102-600 for all MOT operations.
4. Site active from May 19 2021 - Sept 30 2021.
5. Operation hours 6:00 am - 6:00 pm Monday through Saturday.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**CONTINENTAL HEAVY CIVIL CORP**

<b>CHC</b> CONTINENTAL HEAVY CIVIL	DRAWN J.V.	REVIEWED R.P.	DATE 4-28-21
	CITY Ponte Vedra	COUNTY ST Johns	<b>GHD</b>

**SHEET TITLE:** Cornerstone Park  
Proposed Truck Staging Area

**PROJECT NAME:** St Johns FEMA Dune Enhancement Project



**LEGEND:**

- CCCL Line
- Construction fence
- Silt fence ( turbidity fence)
- Matted area ( beach access)
- Soil tracking prevention device per FDEP manual

**NOTES:**

1. Existing road shoulders to be improved for truck staging/queuing.
2. Beach access point to sand stockpile location.
3. FDOT Index 102-600 for all MOT operations.
4. Site active dates TBD.
5. Operation hours 7:00 am - 5:00 pm Monday through Friday.
6. Hours and dates are subject to change depending on project schedule.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
5/03/21	J.V.	MOT notes, dates, added dimensions and graphic scale			

**CONTINENTAL HEAVY CIVIL CORP**

	DRAWN	REVIEWED	DATE
	J.V.	R.P.	5-13-21
CITY		COUNTY	
Ponte Vedra		ST Johns	

SHEET TITLE  
Dondanville Rd  
Site layout Plan / Access point

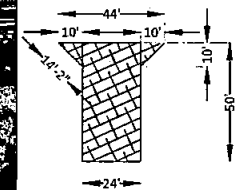
PROJECT NAME  
St Johns FEMA Dune Enhancement Project



**LEGEND:**

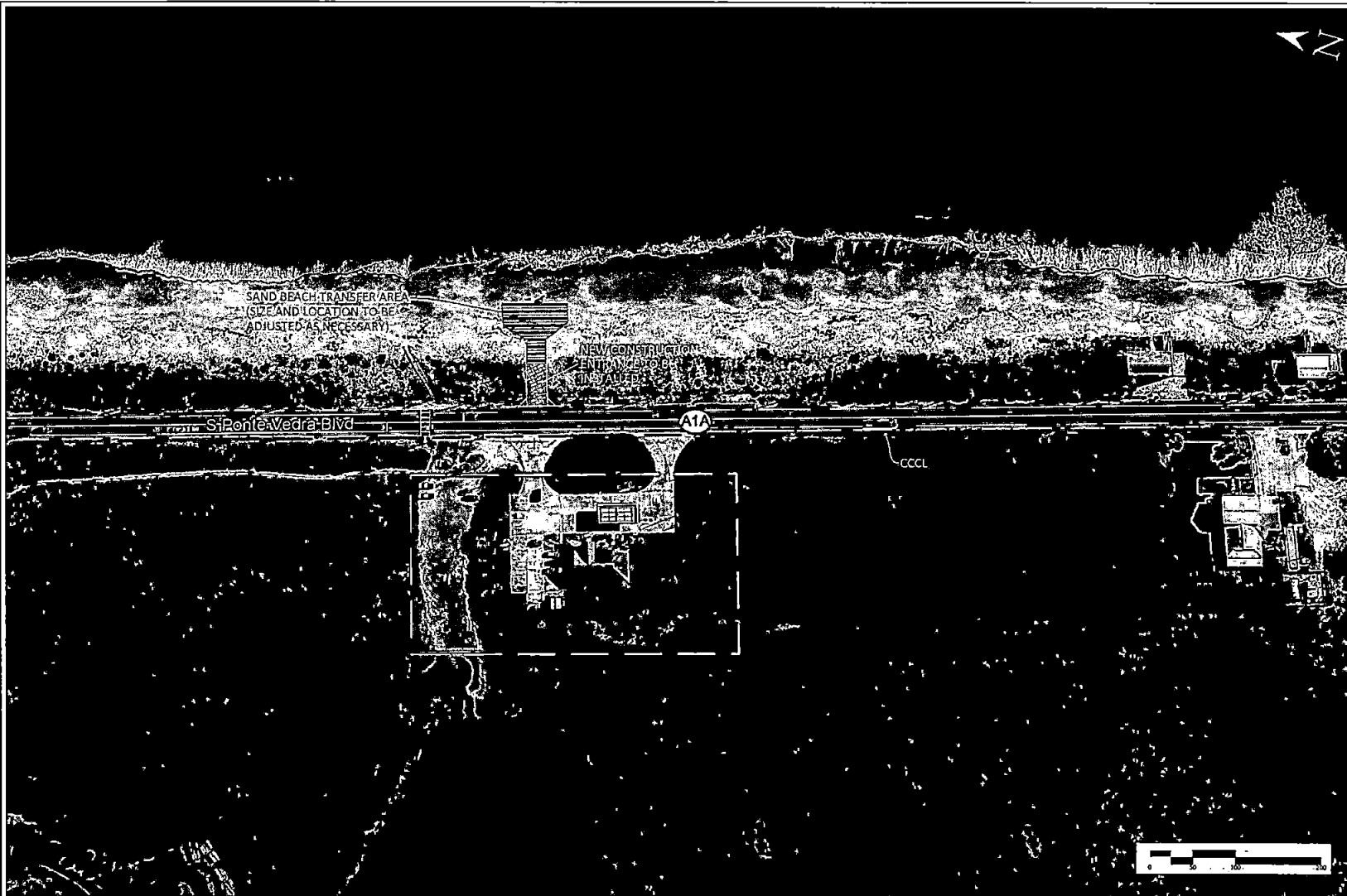
- CCCL Line
- Construction fence
- Silt fence ( turbidity fence)
- Matted area ( beach access)
- Soil tracking prevention device per FDEP manual

**DRIVEWAY DETAIL**



**NOTES:**

1. Existing lot access to be used for trucks access / deliveries.
2. Potential beach access from this location.
3. FDOT index 102-600 for all MOT operations.
4. Site active from July 6 2021 - Sep 28 2021.
5. Operation hours 7:00 am - 5:00 pm Monday through Friday.
6. Hours and dates are subject to change depending on project schedule
7. Sand Transport Options - Side Casting, truck Transport., Mats to be utilized as necessary



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
5/03/21	J.V.	MOT notes, dates, added dimensions and graphic scale			

**CONTINENTAL HEAVY CIVIL CORP**



DRAWN: J.V.  
 REVIEWED: R.P.  
 DATE: 4-28-21  
 CITY: Ponte Vedra  
 COUNTY: ST Johns



SHEET TITLE: 2700 South Ponte Vedra Blvd  
 Site Layout Plan / Access Point

PROJECT NAME: St Johns FEMA Dune Enhancement Project

**GENERAL NOTES:**

1. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 1988)
2. ALL COORDINATES REFERENCE STATE PLANE FLORIDA EAST (NAD 83)
3. AERIAL PHOTOGRAPHY OBTAINED FROM ST. JOHNS COUNTY GIS DIVISION, DATED 2019. THE LOCATION OF OBJECTS IN THE AERIAL REFERENCES ARE APPROXIMATE AND MAY NOT REPRESENT CURRENT CONDITIONS.
4. DUNE RESTORATION INCLUDES EIGHT REACHES, AS DEFINED BELOW:

BEACH NAME	FDEP R-MONUMENT LIMITS
PONTE VEDRA BEACH I	R-01 TO R-23
PONTE VEDRA BEACH II	R-23 TO R-46.2
SOUTH PONTE VEDRA BEACH	R-67 TO R-76
VILANO BEACH I	R-117.5 TO R-122
VILANO BEACH II	R-122 TO R-122.37
BUTLER BEACH	R-151 TO R-173
CRESCENT BEACH	R-173 TO R-193.65
SUMMER HAVEN	R-197 TO R-198.4

5. EXISTING BEACH GRADE SURVEYED BY:

R- MONUMENT RANGE	SURVEYOR	DATE
R-01 TO R-46	DRMP, INC.	DECEMBER 2020
R-66 TO R-77	DRMP, INC.	DECEMBER 2020
R-117 TO R-122	DRMP, INC.	DECEMBER 2020
R-150 TO T-194	DRMP, INC.	DECEMBER 2020
R-197 TO T-198.4	MORGAN & EKLUND, INC	MARCH 2021

A. SURVEY DATA NOT AVAILABLE FOR VILANO BEACH II (R-122 TO R-122.370). ADJACENT CONSISTENT TOPOGRAPHY UTILIZED FOR REQUIRED FILL VOLUME DESIGN AND TIE-IN TO EXISTING BEACH GRADES

6. BERM RESTORATION INCLUDES THE PLANTING OF SEA OATS, SEE "DUNE VEGETATION AND PLANTING DETAILS" SHEET FOR MORE INFORMATION.
7. CONSTRUCTION TEMPLATE DESIGNED WITH THE CRITERIA OUTLINED BY THE FEMA ENVIRONMENTAL ASSESSMENT REPORT, DATED SEPTEMBER 2019.
8. CONTRACTOR SHALL CLEARLY IDENTIFY THREE SEPARATE EXISTING GEOTUBES LOCATED IN THE PONTE VEDRA BEACH II DUNE RESTORATION SEGMENT. PER GEOTUBE PERMIT REQUIREMENTS, GEOTUBES ARE TO HAVE BEEN IDENTIFIED WITH MONUMENTS OR MARKERS NOTING SAND DEPTH ON THE SEAWARD FACE OF THE DUNE. MARKERS ARE LOCATED AT 50-FT INTERVALS ALONG THE SEAWARD EDGE OF THE DUNE CORE.
9. THE RESTORATION OF THE COASTAL DUNE SYSTEM PROJECT RECEIVED CONCURRENCE FROM THE SHPO WITH THE DETERMINATION OF NO ADVERSE EFFECT TO HISTORIC PROPERTIES (21 MAY 2019). ONE ITEM OF CULTURAL SIGNIFICANCE WAS DISCOVERED AFTER THIS LETTER OF CONCURRENCE FROM SHPO IN MAY 2019. A SHIPWRECK WAS DISCOVERED IN CRESCENT BEACH, AS IDENTIFIED ON CRESCENT BEACH - PLAN VIEW 3 SHEET, IN THE VICINITY OF R193. SHPO HAS YET TO MAKE A DETERMINATION OF THE STATUS OF THIS SHIPWRECK. A SUITABLE DESIGN WILL BE CONFIRMED ONCE SHPO HAS MADE THEIR DECISION.
10. CONTRACTOR SHALL REFERENCE PROJECT TECHNICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION.

11. AREA TIDAL DATUMS (NAVD 88),  
STATION 8720291, JACKSONVILLE BEACH, FL:  
(PONTE VEDRA BEACH 1, PONTE VEDRA BEACH 2, SOUTH PONTE VEDRA BEACH)
- |         |       |
|---------|-------|
| MHHW    | +2.48 |
| MHW     | +2.10 |
| NAVD 88 | 0.00  |
| MLW     | -2.87 |
| MLLW    | -3.14 |

- STATION 8720587, ST. AUGUSTINE BEACH, FL:  
(VILANO BEACH I, VILANO BEACH II, BUTLER BEACH, CRESCENT BEACH)
- |         |       |
|---------|-------|
| MHHW    | +2.01 |
| MHW     | +1.64 |
| NAVD 88 | 0.00  |
| MLW     | -2.97 |
| MLLW    | -3.13 |

- STATION 8720692, STATE ROAD A1A BRIDGE, FL:  
(SUMMER HAVEN)
- |         |       |
|---------|-------|
| MHHW    | +1.83 |
| MHW     | +1.52 |
| NAVD 88 | 0.00  |
| MLW     | -2.12 |
| MLLW    | -2.28 |

**ABBREVIATIONS:**

ELEV	- ELEVATION
FDEP	- FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BSM	- BUREAU OF SURVEYING AND MAPPING
MHHW	- MEAN HIGHER HIGH WATER
MHW	- MEAN HIGH WATER
MLLW	- MEAN LOWER LOW WATER
MLW	- MEAN LOW WATER
R-001	- FDEP REFERENCE MONUMENT R-001

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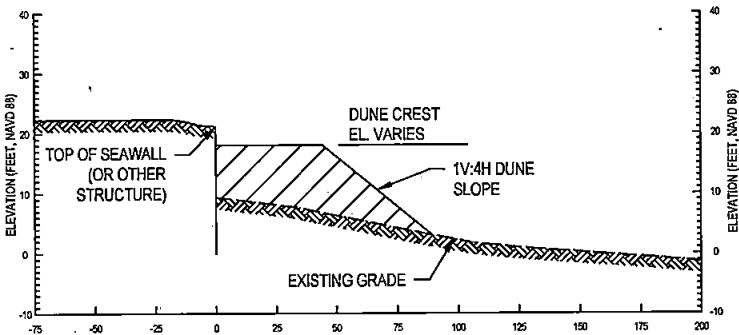
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APPROVED BY:

St. Johns County Facilities  
2116 Debbis Road  
St. Augustine, Florida 32084  
PHONE: (904) 238-0152 (904) 209-0101

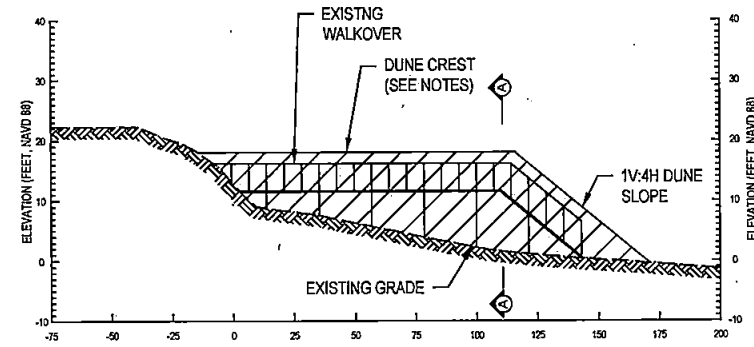


HURRICANES MATTHEW & IRMA  
FEMA BERM RESTORATION  
GENERAL NOTES 1



**DUNE INTERSECTS SEAWALL**

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**DUNE PLACEMENT AT WALKOVER**

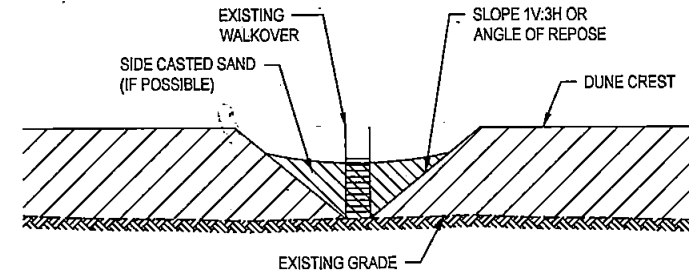
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**FILL AT SEAWALL NOTES:**

1. SEAWALLS WILL BE VISUALLY INSPECTED PRIOR TO SAND PLACEMENT. IF IT IS DETERMINED THAT THE STRUCTURAL STABILITY OF THE WALL IS INSUFFICIENT, THE CONTRACTOR MAY CHOOSE TO REDUCE THE SAND PLACEMENT ALONG THE FACE OF THE WALL.
2. IF IT IS DETERMINED THAT THE WALL IS STRUCTURALLY SUFFICIENT, BASED ON THE VISUAL INSPECTION, SAND WILL BE PLACED TO THE LIMITS SHOWN ON THE DESIGN TEMPLATE.

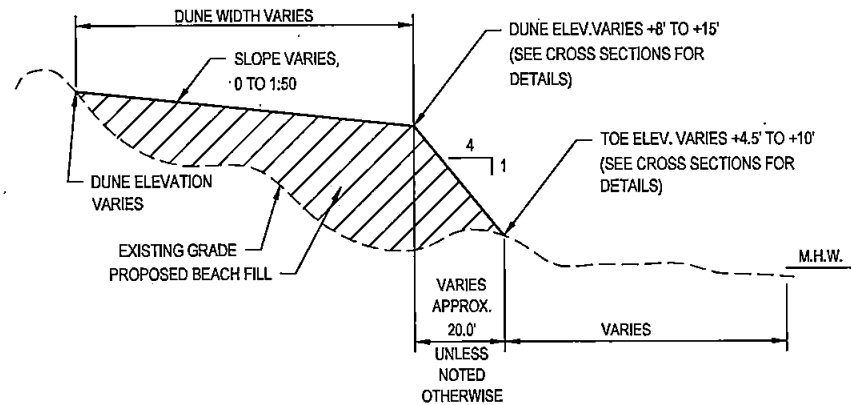
**FILL AT DUNE WALKOVER NOTES:**

1. DUNE WALKOVERS WILL BE VISUALLY INSPECTED PRIOR TO SAND PLACEMENT. IF IT IS DETERMINED THAT THE TIMBER DUNE WALKOVER IS NOT SUITABLE TO WITHSTAND SAND PLACEMENT, THE CONTRACTOR WILL REDUCE THE SAND PLACEMENT VOLUME ALONG THE WALKOVER BOUNDARIES AND MAINTAIN A 3:1 SLOPE OR NATURAL ANGLE OF REPOSE OF THE SAND FROM THE EXPOSED BOTTOM FACE OF PILE OR FOUNDATIONS.
2. IF IT IS DETERMINED THAT THE DUNE WALKOVER STRUCTURE IS SUFFICIENT, BASED ON VISUAL INSPECTION, SAND WILL BE PLACED TO THE LIMITS SHOWN ON THE DESIGN TEMPLATE BY EITHER SIDE CASTING THE SAND OR CAREFULLY PUSHING IT UNDER THE WALKOVER. THE SAND ELEVATION WILL MEET THE ADJACENT GRADES OF NEW SAND PLACEMENT OR ACHIEVE AN ELEVATION OF ONE FOOT BELOW THE SUBSTRUCTURE OF THE WALKOVER.
3. TERMINAL END OF THE WALKOVER IN EITHER SCENARIO WILL BE TAPERED TO ALLOW OWNER ACCESS TO THE ENTIRE WALKOVER.
4. CONTRACTOR WILL NOT PLACE SAND OVER ANY PART OF THE STRUCTURE UNLESS STRUCTURE OWNER SPECIFICALLY REQUESTS IT IN WRITING. PRIOR TO SAND PLACEMENT, VISUAL INSPECTION BY CONTRACTOR MUST CONCLUDE THAT STRUCTURE WILL NOT BE DAMAGED BY CONSTRUCTION ACTIVITIES.



**DUNE PLACEMENT AT WALKOVER SECTION A-A**

SCALE: NTS



**TYPICAL DUNE RESTORATION FILL SECTION**

SCALE: NTS

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<b>HURRICANES MATTHEW &amp; IRMA          FEMA BERM RESTORATION</b>			
GENERAL NOTES 2			

## Appendix B - Construction Schedule





## Appendix C - Quality Control Plan (Vulcan)

### PRODUCTION FLOW

1. PRODUCTION FLOW DESCRIPTION (Step by Step)
  - a) Planned mine area is stripped of vegetation and prepared for resource recovery.
  - b) Raw sand materials are recovered from the deposit and entrained into a slurry by a hydraulic dredge. The sand slurry is pumped from the dredge to the sand finishing plant for processing into a classified sand product.
  - c) Sand slurry received from the dredge is passed through a shaker screen where oversize and foreign materials are removed from the plant feed.
  - d) Screened sand slurry is discharged into a scalping tank where it is processed into graded sand products.
  - e) Sand products from the scalping tank are discharged into dewatering screws for dewatering to finished products.
  - f) Dewatered finished products are discharged onto stacking conveyors for placement into stockpiles.
  - g) Stacking conveyors consist of: radial inclined stacking conveyors, stationary inclined stacking conveyors, and overhead horizontal conveyors. Any or all of these stacker types may be used to create stockpiles from the material discharged from the plant.
  - h) By product sand materials are pumped to storage areas separate from the plant site.
  - i) In the event that stockpiles reach the conveyors stockpiling capacity, individual products are moved from beneath the stackers and placed in a separate reserve stockpile.
  - j) Certain sand products have a limited demand and are not produced on a continuing basis. When these products are produced they are removed from beneath the stacking conveyors and placed in a designated stockpile area.
  - k) Overflow and limited demand stockpiles will be created by moving the material with a loader and haul truck (if available) and placed on like material. This material will be pushed up as high as possible with a loader to minimize the footprint.

### PREVENTION OF CONTAMINATION AND SEGREGATION

1. All materials will be stockpiled in clean areas, well away from incompatible materials.
2. Stockpiles will be placed on a pad of like materials to prevent contamination.
3. Stockpiles of different grade materials will be separated by sufficient width as to allow sampling and loading of trucks at 90 degrees to the creation of the stockpile.
4. Daily visual inspections will be made by the QC technician to ensure stockpiles are not segregated or contaminated. This inspection will be performed a minimum of once per day.

### LOADING AND SHIPPING CONTROLS

#### 1. LOADING CONTROLS

- a) Stockpiles of aggregate are labeled according to the grade of product contained in the stockpile.
- b) Personnel responsible for loading will be knowledgeable of stockpile methods, location of individual product stockpiles and stockpile labeling.
- c) Each loader operator responsible for loading finished products will have completed loader task training for loader operation in accordance with MSHA and VMC safety requirements.
- d) Material loading and transfer from radial stacker stockpiles will be done 90 degrees to the flow of material into stockpile and across the face of the stockpile to recombine material segregated during stockpiling.
- e) Haul trucks to be loaded with materials will be inspected for contamination by the loader operator and/or scale operator prior to loading, either by the truck crossing the scales for a visual or the loader operator pulling along side of the truck for a visual. Contaminated haul beds will not be loaded.

Vulcan Materials Company  
BEACH SAND QUALITY CONTROL PROGRAM

2. SHIPPING CONTROLS

- a) Products to be shipped to customers are identified by the scale operator from preset computer orders or directly from the commercial carrier.
- b) Scale operators direct the carrier to the location of the desired product and advise the loader operator of the product, carrier and weight to load.
- c) Scale operators verify the product loaded and scales the carrier to legal weight.
- d) If available, the scale operator will add or remove like material to the loaded truck with a "clam bucket" from a designated bin containing the same material or a loader bucket from the same pile to adjust the load to legal weight.
- e) Tickets are printed with the relevant information and given to the carrier for confirmation and signature.

3. LOADING OF IMPROPER AGGREGATE SAFEGUARDS

- a) Finished product stockpiles are labeled by signs identifying the materials in the stockpile.
- b) All personnel associated with the loading and shipping of material will be familiar with individual product stockpile locations and labeling.
- c) All loading personnel are in constant radio contact concerning the load out process.

4. CONTAMINATION, DEGRADATION, AND SEGREGATION SAFEGUARDS

- a) Loading and shipping personnel will avoid contamination of specific products by foreign material, digging into the stockpile pad, or mixing different products.
- b) Material will be loaded with clean loader buckets. Contaminated loader buckets will be washed with high-pressure water hose before loading graded materials.
- c) End loader operators will load from stockpiles at 90 degrees to the flow of material in the stockpile and across the face of the stockpile to reduce segregation.
- d) Individual product will be stockpiled on pads of like materials to prevent contamination.
- e) Stockpiles of different aggregate products will be separated by sufficient width as to allow sampling and loading of trucks at 90 degrees to the creation of the stockpile.

5. IDENTIFICATION OF PRODUCTS

a) Truck Shipments

Each individual shipment from a VMC source as produced under an approved Quality Control Program and meeting all applicable project specifications will be shipped with a ticket or bill of lading. Each Ticket or BOL will show the following:

- 1) Address of shipment source:
- 2) FDOT Mine #:
- 3) DATE:
- 4) TICKET NO. (#):
- 5) Entity SOLD TO: (Name) & SHIPPED TO: (Name)
- 8) PROJECT: (Shipped To)
- 9) PRODUCT: (Aggregate Description)
- 10) Weight of Material Shipped:
- 13) Name of Certified Weigher:
- 14) Carrier name & truck #:

**SAMPLING PLAN**

1. QUALITY CONTROL SAMPLES

a) Sampling Description

- 1) Quality control sampling will be performed in accordance with the approved ASTM, AASHTO or other specific project specification.
- 2) Stockpiled material will be sampled according to the tube sampling method. Samples will be taken by sticking the pile with a 6' long x 1.25" or larger tube in three locations at the lower 1/3 of the stockpile, two locations in the middle 1/3 of the stockpile, and one location in the upper 1/3 of the stockpile. The six samples will be combined into a composite sample and reduced to sample size.

b) Sampling Points or Locations

- 1) Sampling is conducted at six locations from the production side of the stockpile at 90 degrees to the flow of material into the stockpile.

Vulcan Materials Company  
BEACH SAND QUALITY CONTROL PROGRAM

2. PROCESS CONTROL SAMPLES

- a) Process control samples are taken from production, between Quality Control samples, and tested to identify production trends and ensure production processes are under control. Grab samples are taken from the top, middle, and bottom of the production face and tested using quick result processes. Samples are quickly dried and graded in a sieve shaker for at least 5 minutes to provide quick results. Process control data parameters are set by statistical evaluation of acceptable QC data representing the process control data collection period. Process control parameters are based on a gradation target with upper and lower control limits. If process control sample results fall outside of these parameters a check sample is taken to verify the results of the first test. If the verification test indicates no problem, production continues as normal. If results show a problem with the material, adjustments are made to the scalping tank settings to bring the gradation within process control parameters and two samples are taken to verify the adjustment. This process continues until the product is determined to be within specifications. Out of Spec material produced during this interval will not be shipped to the project.

**MINIMUM QUALITY CONTROL**

The minimum sampling and testing frequencies are set by the project specification.

**ANALYSIS AND RECORDING OF DATA**

1. The quality control laboratory will have the necessary equipment (statistical calculators and/or computer) to perform statistical analyses of test results of samples.
2. Adequate records will be maintained at the QC lab of all samples, tests, and other actions to verify the effectiveness of the QCP and substantiate aggregate compliance to Department specifications.
3. Records will indicate the nature and number of tests made, statistical analysis, the number and types of deficiencies found, the quantities approved and rejected, and the nature of corrective actions, as appropriate.
4. VMC will monitor its own QCP. When there is an indication the process is not being adequately controlled, necessary steps will be taken immediately to adjust the process.
5. The Stonemont QC program is being used as the computer program for internal reporting and tracking.
6. The Bentley gINT program will be used to create final reports on each sample to be sent to project.

20-77; Design-Build Services for Hurricane and Irma FEMA Cat. B Emergency Berm Restoration – DBIA  
Document No: 530 – Standard Form of Agreement Between Owner and Design-Builder

EXHIBIT "A" – Insurance Requirements

The Design-Builder shall not commence work under the awarded Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the Owner. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Design-Builder shall furnish proof of insurance to the Owner prior to the commencement of operations. The Certificate(s) shall clearly indicate the Design-Builder 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 Owner. The Owner shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

Certificate Holder Address: St. Johns Owner, FL  
500 San Sebastian View  
St. Augustine, FL 32084

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

The Design-Builder 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 Design-Builder shall maintain throughout the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Design-Builder 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 Design-Builder or by anyone directly or indirectly employed by the Design-Builder.

The Design-Builder shall maintain throughout the life of the awarded Agreement, 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 Design-Builder shall maintain throughout the life of the awarded 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.

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



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# STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

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**Document No. 535**

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



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## Article 1 General

### 1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

### 1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder* - (2010 Edition), as modified, and all Contract Documents referenced in the executed Agreement(s) between Owner and Design-Builder.

1.2.2 *Basis of Design Documents* are as follows: are those documents specifically listed in, as applicable, the Preliminary Agreement, the RFQ Document, the NTE Phase 2 Exhibit or NTE Phase 2 Proposal as being the "Basis of Design Documents."

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified.

1.2.10 *NTE Phase 2 Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder*, which shall be agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *NTE Phase 2 Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder*, as modified.

**1.2.12 Hazardous Conditions** are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.13 Legal Requirements** are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.14 Owner's Project Criteria** are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

**1.2.15 Site** is the land or premises on which the Project is located.

**1.2.16 Subcontractor** is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

**1.2.17 Sub-Subcontractor** is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

**1.2.18 Substantial Completion or Substantially Complete** means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

**1.2.19 Work** is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

## **Article 2**

### **Design-Builder's Services and Responsibilities**

#### **2.1 General Services.**

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Design-Builder shall provide Owner, with a copy provided to the Owner's Representative, as provided in Section 9.1.2 of DBIA Document No: 530; Standard Form of Agreement Between Owner and Design-Builder, as modified, with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

**2.1.3** Unless a schedule for the execution of the Work has been attached to the Agreement as

an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

## **2.2 Design Professional Services.**

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

## **2.3 Standard of Care for Design Professional Services.**

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

## **2.4 Design Development Services.**

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the

approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## **2.5 Legal Requirements.**

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

## **2.6 Government Approvals and Permits.**

**2.6.1** Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

## **2.7 Design-Builder's Construction Phase Services.**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship

between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

## **2.8 Design-Builder's Responsibility for Project Safety.**

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

## **2.9 Design-Builder's Warranty.**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

## **2.10 Correction of Defective Work.**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

**2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

## **Article 3**

### **Owner's Services and Responsibilities**

#### **3.1 Duty to Cooperate.**

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

**3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

#### **3.2 Furnishing of Services and Information.**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

**3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.2.1.2** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

**3.2.1.3** A legal description of the Site;

**3.2.1.4** To the extent available, record drawings of any existing structures at the Site; and

**3.2.1.5** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

**3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements. Design-Builder is responsible for securing and executing all necessary agreements with private property owners to serve as access and/or material storage sites to perform the Work. The Owner is in no way a party to, or in any way obligated by the terms of the agreements reached between the Design-Builder and private property owners.

### **3.3 Financial Information.**

**3.3.1** At Owner's request, Design-Builder shall promptly furnish reasonable evidence satisfactory to Owner that Design-Builder has adequate funds and resources available to fulfill all of Design-Builder's obligations under the Contract Documents. If Design-Builder fails to furnish such financial information in a timely manner, Owner may stop Work under Section 11.2.1 hereof or exercise any other right permitted under the Contract Documents.

**3.3.2** At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

**3.3.2** Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

### **3.4 Owner's Representative.**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

### **3.5 Government Approvals and Permits.**

**3.5.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

### **3.6 Owner's Separate Contractors.**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

## **Article 4**

### **Hazardous Conditions and Differing Site Conditions**

#### **4.1 Hazardous Conditions.**

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

**4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

#### **4.2 Differing Site Conditions.**

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or

altered.

## **Article 5**

### **Insurance and Bonds**

#### **5.1 Design-Builder's Insurance Requirements.**

**5.1.1** Design-Builder is responsible for procuring and maintaining all insurance for the coverage amounts all as set forth in the Contract Documents. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and, with a minimum rating set forth in the Contract Documents.

**5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.3** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will be maintained in full force and effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, a certificate evidencing coverage will be supplied upon each renewal. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

#### **5.2 Owner's Liability Insurance.**

**5.2.1** Owner shall maintain adequate liability insurance from a provider authorized to do business in the State of Florida as set forth in the Contract Documents to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

#### **5.3 Owner's Property Insurance.**

**5.3.1** Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles and uninsured risk under the insurance required by this Section 5.3.1.

**5.3.2** Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

**5.3.3** Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has

completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

**5.3.4** Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

**5.3.5** Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

#### **5.4 Bonds and Other Performance Security.**

**5.4.1** Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions set forth in the Contract Documents.

**5.4.2** All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the State of Florida.

### **Article 6** **Payment**

#### **6.1 Schedule of Values.**

**6.1.1** Upon execution of this Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

**6.1.2** The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

#### **6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials

are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment..

**6.2.4** The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

### **6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

### **6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Contract Documents.

### **6.5 Design-Builder's Payment Obligations.**

**6.5.1** Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

### **6.6 Substantial Completion.**

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties

commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

## **6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

**6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;

**6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and

**6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

**6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

## **6.8 Procedure for Change of Payment**

**6.8.1** Upon execution of the Agreement, Design-Builder shall provide Owner with written

payment instructions and all necessary forms required by Owner to effectuate payments to Design-Builder by wire transfer (the "Payment Information". Contractor shall submit the initial Payment Information to Owner by certified mail or hand delivery only. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make a change to this Payment Information without oral confirmation, followed by written confirmation, from Design-Builder's Chief Financial Officer or Design-Builder's VP of Finance. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Design-Builder as required under the terms of the Contract Documents.

## **6.9 Escalation**

6.9.1 Following negotiation and upon mutual consent of the Parties, the Contract Price for this project has been calculated based on the current prices for all items and components necessary to complete the Work. The Contract Price may be adjusted in the event extraordinary or highly inflationary increases in the costs of the specified materials occur during the Project, through no fault of Contractor, and would result in a substantial inequity to Contractor without such adjustment. The Owner and Design-Builder shall mutually agree on instances of extraordinary or highly inflationary increases in order for an adjustment to the Contract Price to be considered.

## **Article 7** **Indemnification**

### **7.1 Patent and Copyright Infringement.**

7.1.1 Design-Builder shall defend any action or proceeding brought against the Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall, to the extent permissible by law, defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

### **7.2 Tax Claim Indemnification.**

7.2.1 If, in accordance with Owner's written authorization, an exemption for all or part of the Work is claimed for taxes, Owner shall, to the extent permissible by law, indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's written directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

### **7.3 Payment Claim Indemnification.**

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless DEO and Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

### **7.4 Design-Builder's General Indemnification.**

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, Subconsultants, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, Subconsultants, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

### **7.5 Owner's General Indemnification.**

7.5.1 Owner, to the fullest extent permitted by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

7.5.2 If an employee of Owner, Owner's separate contractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Owner's indemnity obligation set forth in Section 7.5.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Owner, Owner's separate contractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

## **Article 8**

### **Time**

#### **8.1 Obligation to Achieve the Contract Times.**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents.

#### **8.2 Delays to the Work.**

**8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance may be reasonably extended by Change Order, upon agreement by both parties. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. In the event events reasonably beyond the Design-Builder's control and without its fault or negligence cause a delay in the Design-Builder's performance of the project, Design-Builder shall submit documentation of such delay to Owner within 7 days of the event causing the delay.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price. However, the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

## **Article 9**

### **Changes to the Contract Price and Time**

#### **9.1 Change Orders.**

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

#### **9.2 Work Change Directives.**

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the

agreement.

### **9.3 Minor Changes in the Work.**

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

### **9.4 Contract Price Adjustments.**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**9.4.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

**9.4.1.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**9.4.1.3** Costs, fees and any other markups set forth in the Agreement; or

**9.4.1.4** If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

**9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**9.4.3** If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

### **9.5 Emergencies.**

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

## Article 10

### Contract Adjustments and Disputes

#### 10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

#### 10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

#### 10.3 DELETED.

#### 10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and

Owner.

## **10.5 CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY.**

**10.5.1** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

**10.5.2** The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

**10.5.3** Limitation of Liability. Owner and Design-Builder agree that the maximum aggregate liability Design-Builder and anyone claiming by, through, or under Design-Builder, for any claims, losses, costs, or damages whatsoever, including without limitation, liquidated damages, arising out of this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, or breach of contract of Design-Builder or anyone for whom Design-Builder may be liable shall not exceed one hundred percent (100%) of the overall project cost. For the purposes of this section the overall project cost is defined as the sum of the Contract Price set forth in Section 6.1 of the Preliminary Agreement between Owner and Design-Builder (DBIA Document No. 520) and the Contract Price established under Article 6 of the Standard Form of Agreement between Owner and Design-Builder (DBIA Document No. 530) (as may be adjusted in accordance with the Contract Documents).

## **Article 11**

### **Stop Work and Termination for Cause**

#### **11.1 Owner's Right to Stop Work.**

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed thirty (30) consecutive days or aggregate more than sixty (60) days during the duration of the Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

#### **11.2 Owner's Right to Perform and Terminate for Cause.**

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, or (v) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any qualified person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprourement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

**11.2.4** If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

### **11.3 Design-Builder's Right to Stop Work.**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

**11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

**11.3.1.2** Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

### **11.4 Design-Builder's Right to Terminate for Cause.**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

**11.4.1.1** The Work has been stopped for thirty (30) consecutive days, or more than sixty (60) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

**11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

## **11.5 Bankruptcy of Owner or Design-Builder.**

**11.5.1** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

## **Article 12** **Electronic Data**

### **12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

### **12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the

functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

### **12.3 Electronic Data Protocol.**

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## **Article 13** **Miscellaneous**

### **13.1 Confidential Information.**

**13.1.1** Subject to applicable state and federal law, Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary at the time the information is transmitted to the receiving party; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

### **13.2 Assignment.**

**13.2.1** Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract

Documents.

**13.3 Successorship.**

**13.3.1** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties; their employees, agents, heirs, successors and assigns.

**13.4 Governing Law.**

**13.4.1** The Agreement and all Contract Documents shall be governed by the laws of the State of Florida. Venue for any dispute stemming from the Agreement shall be in St. Johns County.

**13.5 Severability.**

**13.5.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**13.6 No Waiver.**

**13.6.1** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

**13.7 Headings.**

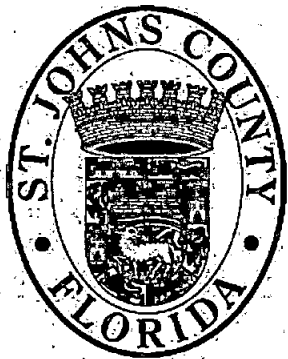
**13.7.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**13.8 Notice.**

**13.8.1** Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

**13.9 Amendments.**

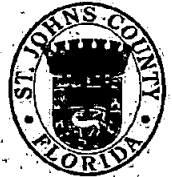
**13.9.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.



**HURRICANES MATTHEW AND IRMA – FEMA  
CATEGORY B EMERGENCY BEACH BERMS**  
BOARD OF COUNTY COMMISSIONERS

JUNE 15, 2021

# Current Options



## Matthew + Irma

Location	R-Monument	Easement % (as of 6/2/21)	NTE Cost Per Section (based on 100% easements)	NTE County Share (based on 100% easements)
Ponte Vedra Beach I	1-23	75.5%	\$ 11,315,736.50	\$ 922,232.52
Ponte Vedra Beach II	23-46	84.7%	\$ 12,054,442.10	\$ 1,072,845.35
South Ponte Vedra Beach I	67-76	59.3%	\$ 4,647,502.30	\$ 486,825.87
Vilano Beach	117.5-122.37	47.5%	\$ 1,916,213.80	\$ 154,734.26
Butler Beach	151-173	33.2%	\$ 5,305,287.90	\$ 555,728.91
Crescent Beach	173-193.65	40.9%	\$ 9,152,530.00	\$ 876,354.75
Summer Haven Beach	197-198.4	29.4%	\$ 961,049.20	\$ 84,091.81
Contractor General Cost			\$ 4,017,167.90	\$ 2,231,252.19
Additional Project Cost			\$ 600,000.00	\$ 52,500.00
<b>Total</b>			<b>\$ 49,969,929.70</b>	<b>\$ 6,436,565.65</b>

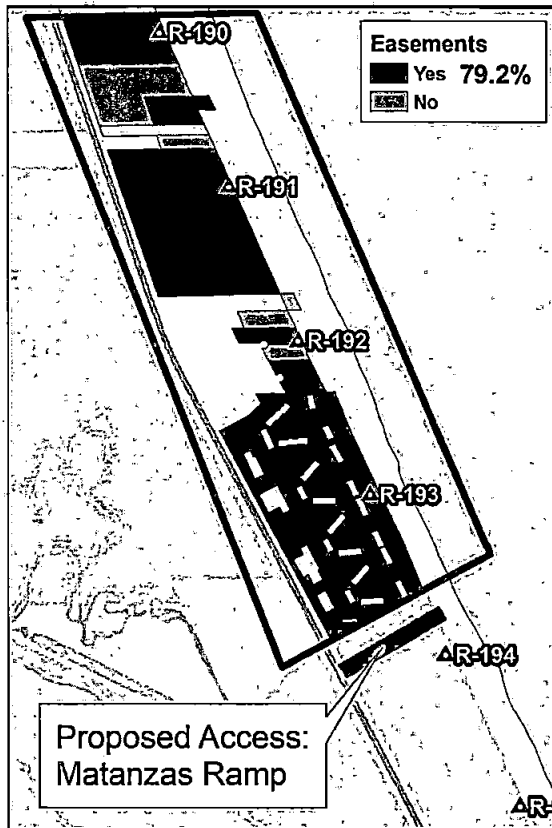
# Options



<b>Matthew + Irma</b>						
Location	R-Monument	Easement %		NTE Cost Per Section		NTE County Share
Ponte Vedra Beach I	1-23	75.5%	\$	11,315,736.50	\$	922,232.52
Ponte Vedra Beach II	23-46	84.7%	\$	12,054,442.10	\$	1,072,845.35
South Ponte Vedra Beach I	67-76	59.3%	\$	4,793,502.30	\$	502,119.37
Contractor General Cost			\$	3,170,067.90	\$	1,593,205.94
Additional Project Cost			\$	600,000.00	\$	52,500.00

<b>Matthew + Irma (conditional)</b>						
Location	R-Monument	Easement %		NTE Cost		NTE County Share
Crescent Beach						
South Section of Beach	190-193.6	79.0%	\$	2,432,817.80	\$	232,942.30

# Conditional Option for Crescent Beach



Matthew + Irma (conditional)				
Location	R-Monument	Easement %	NTE Cost	NTE County Share
Crescent Beach				
South Section of Beach	190-193.6	79.0%	\$ 2,432,817.80	\$ 232,942.30

- Conditional on being granted by the National Park Service for the use of Matanzas access point.

# Motion



- Motion to approve Resolution 2021- \_\_\_\_, authorizing the County Administrator, or designee, to finalize negotiations and execute an agreement with Continental Heavy Civil Corp, for the completion of design and construction of the Hurricane Matthew and Irma FEMA CAT B Emergency Berm Restoration in substantially similar form and format as the attached; and, recognizing and appropriating a Department of Homeland Security FEMA Grant in an amount not to exceed \$27,056,876 and a State of Florida Division of Emergency Management Grant in an amount not to exceed \$2,933,846 within the Fiscal Year 2021; and Motion to approve the transfer of \$4,375,846 from the appropriate Fund Reserves.

