

RESOLUTION NO. 2022 - 297

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-95; ROADWAY AND INFRASTRUCTURE IMPROVEMENTS – HOLMES BOULEVARD AND KING STREET EXTENSION INTERSECTION TO BESCH & SMITH CIVIL GROUP, INC. AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.**

**RECITALS**

**WHEREAS**, the County is progressing with the project to construct roadway, drainage, and utility improvements including, a northbound right-turn lane and a southbound left-turn lane on Holmes Boulevard onto King Street Extension in St. Augustine, St. Johns County, Florida, which generally includes a sidewalk, curb-and-gutter, and paved shoulder on the east side of Holmes Boulevard from Sanitorium Avenue to north of Murray Middle School, and a curb-and-gutter and paved shoulder on the west side of Holmes Boulevard from just south of Sanitorium Avenue to north of Murray Middle School; and

**WHEREAS**, through the County's formal Bid process, Besch & Smith Civil Group, Inc. was the lowest, responsive, responsible bidder; and

**WHEREAS**, the County finds that entering into a contract for completion of the work serves a public purpose, and the contract will be in substantial conformance with the attached draft; and

**WHEREAS**, the project will be funded by the SJC Public Works Department; and

**WHEREAS**, the St. Johns County Engineering Division seeks a transfer of \$1,700,000.00 from Impact Fees Roads Zone C Capital Outlay Reserves to Impact Fees Roads Zone C Improvement Other Than Buildings for the Holmes Boulevard and King Street Extension Intersection Project.

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

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

Section 2. The Board approves the transfer of \$1,700,000.00 from the Impact Fees Roads Zone C Capital Outlay Reserves to Impact Fees Roads Zone C Improvement Other Than Buildings, and authorized its expenditure for the desired objective.

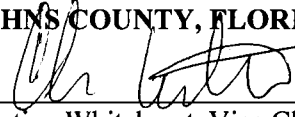
Section 3. The County Administrator, or designee, is hereby authorized to award Bid No. 22-95 to Besch & Smith Civil Group, Inc. as the lowest, responsive, responsible bidder.

Section 4. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for the completion of the project as specifically provided in Bid No: 22-95.

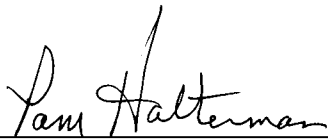
Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

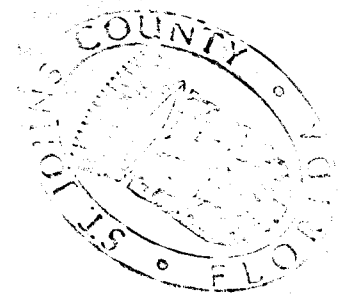
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 10 day of August, 2022.

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

By:   
Christian Whitehurst, Vice Chair

**ATTEST: Brandon J. Patty,**  
**Clerk of the Circuit Court & Comptroller**

By:   
Deputy Clerk



Rendition Date: 8/18/22



MASTER CONSTRUCTION AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 22-MCA-BES-16680

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This Master Construction Agreement (“Contract”) is made this \_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **BESCH AND SMITH CIVIL GROUP, INC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 345 Cumberland Industrial Ct., St. Augustine, FL 32095, Phone: (904) 260-6393 and E-mail: nicky@beschandsmith.com, for **BID NO: 22-95; CONSTRUCTION OF ROADWAY AND INFRASTRUCTURE IMPROVEMENTS – HOLMES BOULEVARD AND KING STREET EXENSION INTERSECTION**, hereinafter referred to as the “Project”.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Master Construction Agreement
- b) Bid Documents and Bid Forms with all addenda thereto for Bid No. 22-95
- c) Notice to Proceed
- d) Specifications and Drawings approved and existing at the time of execution of this Contract
- e) Change Orders and Amendments to this Contract signed by the County
- f) Field Orders signed by the County’s Project Manager
- g) Bonds and Insurance furnished by Contractor

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.3 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

### 1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County’s Project Manager.

1.2.2 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.3 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.4 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

1.2.5 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.6 Change Order: A written order to Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.7 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.8 Contract Time: The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.

1.2.9 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.10 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.11 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.12 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.13 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.14 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.15 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.16 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.17 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.18 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.19 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.20 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the

Work for its intended purpose.

1.2.21 **Work:** Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

### **1.3 Independent Contractor**

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

### **1.4 Contractor's Continuing Duty**

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

1.4.2 In resolving conflicts between any of the Contract Documents, the following priorities shall govern:

- a) Supplementary conditions, if any, shall govern over the terms of this Contract;
- b) The terms of this Contract shall govern over all Bid Documents, Drawings and Specifications;
- c) Specifications shall govern over Drawings;
- d) Numerical dimensions shall govern over dimensions obtained by scaling; and
- e) Larger scale Drawings shall govern over smaller scale Drawings.

1.4.3 Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to Section 1.5 titled "Disputes". Contractor's protest shall state clearly and in detail the basis thereof. The County will consider Contractor's protest and render its decision thereon within twenty-one (21) calendar days. If Contractor does not agree with the County's decision, Contractor shall immediately deliver written notice to that effect to the County.

### **1.5 Disputes**

1.5.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.5.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

## **1.6 Ownership of Contract Documents**

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

## **ARTICLE II THE WORK**

### **2.1 Labor and Materials**

2.1.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.1.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.1.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.1.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

### **2.2 Project Sequencing/Arrangement**

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

### **2.3 Payment of Costs**

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

### **2.4 Cleaning the Jobsite**

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools,

appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

## **2.5 Reporting Requirements**

2.5.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.5.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

## **2.6 Title and Risk of Loss**

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

## **2.7 Access to Work**

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

## **2.8 Utilities**

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

## **2.9 Existing Utility Lines**

2.9.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.9.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

## **2.10 Taxes**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

## **2.11 Publicity and Advertising**

2.11.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.11.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

## **2.12 County Furnished Items**

2.12.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.12.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.12.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the County. Contractor will reimburse the County for the actual costs (or \$25, whichever is greater), of providing such hardcopy set.

## **ARTICLE III CONTRACT TIME**

### **3.1 Schedule**

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **Two Hundred Forty (240)** consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached by or before **Thirty (30)** consecutive calendar days after Substantial Completion.

3.1.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

### **3.2 Time is of the Essence**

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

### **3.3 Liquidated Damages**

3.3.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.3.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the

sum of **\$2,712.00** per day for each and every calendar day of unexcused delay “Liquidated Damages”. The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County’s rights of termination and Contractor’s obligation to complete the Work.

3.3.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor’s progress payments.

### **3.4 Disclaimer of Consequential Damages**

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

## **ARTICLE IV CONTRACT PRICE AND PAYMENT**

### **4.1 Contract Price**

4.1.1 This Contract is a LUMP SUM Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein a total Lump Sum price of **Three Million Eight Hundred Forty-Six Thousand One Hundred Dollars (\$3,846,100.00)**, the “Contract Price”. The cost of any item of Work not covered by a specific Lump Sum shall be included in the Lump Sum price to which the item is most applicable.

4.1.2 If required by the County, Contractor shall have included unit prices in the base Lump Sum. Such unit prices shall apply to revisions to the Work as directed by the County in accordance with Article VIII. Unit prices are “all-inclusive”, including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

### **4.2 Schedule of Values**

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor’s Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor’s Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor’s field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

### **4.3 Measurement and Payment**

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

### **4.4 Progress Payments**

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

### **4.5 Application for Payment**

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

#### **4.6 Withheld Payment**

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;

- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

## **ARTICLE V CONTRACTOR RESPONSIBILITIES**

### **5.1 Performance**

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

### **5.2 Authorized Representative**

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized

Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

### **5.3 Environmental, Safety and Health**

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations  
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally

Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County's Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

#### **5.4 Substantial Completion**

5.4.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

5.4.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

5.4.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

5.4.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

#### **5.5 Final Inspection**

When all the Work is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be

notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

## **5.6 Final Payment**

5.6.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 5.4.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 5.4.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

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

5.6.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

## **ARTICLE VI PROJECT MANAGER**

### **6.1 Project Manager Responsibilities**

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

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

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

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

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

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a

written notice in accordance with the requirements of Article VIII.

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

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

## **6.2 Field Orders**

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

## **ARTICLE VII SUBCONTRACTORS**

### **7.1 Award of Subcontracts**

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

## **ARTICLE VIII CHANGES IN THE WORK**

### **8.1 General**

8.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

8.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

### **8.2 Changes in the Contract Time**

8.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items

due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

8.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

8.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

8.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

### **8.3 Changes in the Contract Price**

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

8.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

8.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

8.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

#### **8.4 Acceptance of Change Orders**

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

#### **8.5 Notice to Sureties**

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

#### **8.6 Differing Site Conditions**

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

### **ARTICLE IX UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK**

#### **9.1 Uncovering Work**

9.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

9.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

#### **9.2 Right to Stop Work**

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

### **9.3 County May Accept Defective or Nonconforming Work**

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

## **ARTICLE X CONTRACT SUSPENSION AND TERMINATION**

### **10.1 Suspension**

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 8.3 above.

### **10.2 Termination**

10.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

10.2.2 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

10.2.3 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

10.2.4 If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid Contractor shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or unperformed work.

10.2.5 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

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

10.2.7 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.4 above.

## **ARTICLE XI WARRANTY AND INDEMNITY**

### **11.1 Warranty**

11.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

11.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

11.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

11.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

11.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

11.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

11.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

### **11.2 Indemnity**

11.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

11.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

11.2.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

11.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

11.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

11.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

11.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

## **ARTICLE XII INSURANCE AND BONDS**

### **12.1 Contractor’s Insurance Requirements**

12.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

12.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

12.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever

Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

### **12.2 Additional Insured Endorsements and Certificate Holder**

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

### **12.3 Workers Compensation**

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

### **12.4 Commercial General Liability**

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

### **12.5 Automobile Liability**

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

### **12.6 Additional Coverages**

**ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.**

#### 12.6.1 Professional Liability.

12.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

12.16.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

#### 12.6.2 Builders Risk.

12.6.2.1 Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

12.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy

shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

12.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

12.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

## **12.7 Other Requirements**

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

## **12.8 Payment and Performance Bonds**

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

# **ARTICLE XIII MISCELLANEOUS**

## **13.1 Examination of Contractor's Records**

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

### **13.2 Backcharges**

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

### **13.3 Applicable Law**

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

### **13.4 Governing Law & Venue**

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

### **13.5 Assignment**

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

### **13.6 Severability**

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **13.7 Section Headings**

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

### **13.8 Disclaimer of Third-Party Beneficiaries**

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

### **13.9 Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other

right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

### **13.10 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

### **13.11 Execution in Counterparts**

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

### **13.12 Entire Contract**

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

### **13.13 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

### **13.14 Employment Eligibility and Mandatory Use of E-Verify**

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors 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. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor 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), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

### **13.15 Equal Employment Opportunity**

During the performance of this Contract, Contractor agrees as follows:

13.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

13.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

13.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

13.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.15.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.15.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.15.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the

event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

### **13.16 Public Records**

13.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

13.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084**

### **13.17 Anti-Bribery**

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

### **13.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies**

13.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

13.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By

execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

**13.19 Written Notice**

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Leigh A. Daniels, Purchasing Manager  
Email Address: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

Besch and Smith Civil Group, Inc.  
345 Cumberland Industrial Ct.  
St. Augustine, FL 32095  
Attn: Nicole Besch, President  
Email Address: [nicky@beschandsmith.com](mailto:nicky@beschandsmith.com)

*With a copy to:*

St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: [jferguson@sjcfl.us](mailto:jferguson@sjcfl.us)

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

\*\*\*\*\*

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

**County**

St. Johns County (Seal)  
(Typed Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB  
(Printed Name)

Purchasing Manager  
(Title)

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

**Contractor**

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

**ATTEST:**

**St. Johns County, FL  
Clerk of Courts**

By: \_\_\_\_\_  
(Deputy Clerk)

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

**Legally Sufficient:**

\_\_\_\_\_  
(Office of County Attorney)

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

FORM 1  
**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Contract No.	22-MCA-BES-16680
Project Title:	Roadway and Infrastructure Improvements – Holmes Boulevard and King Street Extension Intersection

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.

2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated \_\_\_\_\_, 20\_\_

Contractor \_\_\_\_\_

By: \_\_\_\_\_  
 (Signature)

By: \_\_\_\_\_  
 (Name and Title)

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(NOTARY SEAL)

My commission expires:

FORM 2

**CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN**

<b>Owner:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b>
<b>Contract No.:</b> 22-MCA-BES-16680	<b>Contractor Name:</b>
<b>Project:</b> Roadway and Infrastructure Improvements – Holmes Boulevard and King Street Extension Intersection	<b>Contractor Address:</b>
<b>Project Address:</b>	<b>Contractor License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

*None*

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor/Company Name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

July 15, 2022

**RE:** Bid No: 22-95; Roadway and Infrastructure Improvements – Holmes Boulevard and King Street Extension Intersection

Please be advised that the Purchasing Division of the St. Johns County is issuing this notice of its Intent to Award contract to Besch and Smith Civil Group, Inc. as the lowest responsive, responsible bidder for Bid No: 22-95; Roadway and Infrastructure Improvements – Holmes Boulevard and King Street Extension Intersection. This notice will remain posted until 12:00 PM, Wednesday, July 20, 2022.

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

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

As this solicitation remains under the Black Out Period, all questions, inquiries, and communications shall be forwarded directly to Diana M. Fye, BAS, CPPB, Senior Procurement Coordinator at [dfye@sjcfl.us](mailto:dfye@sjcfl.us).

Sincerely,

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

  
County Representative Signature

Date: 

Leigh A. Daniels, CPPB  
Purchasing Manager  
(904) 209-0154 – Direct  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

**ST. JOHNS COUNTY  
BID TABULATION**

REVISED 06/24/2022

**BID TITLE** ROADWAY AND INFRASTRUCTURE IMPROVEMENTS -  
HOLMES BOULEVARD AND KING STREET EXTENSION  
INTERSECTION  
**BID NUMBER** 22-95  
**OPENING DATE/TIME** June 22, 2022 2:00 PM

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

**OPENED BY**  
**TABULATED BY**  
**VERIFIED BY**

*DA*  
DIANA M FYE  
BRYAN MATUS  
*[Signature]*

**POSTING DATE/TIME** 06/22/22 4:00 PM  
 FROM UNTIL  
06/27/22 4:00 PM

PAGE (S) 1 of 1

BIDDERS	TOTAL LUMP SUM BID						
Reeves Construction Company	\$3,846,100.00						
Besch & Smith Civil Group, Inc.	\$3,932,450.38	\$3,846,100.00	SJC Purchasing Policy 302.25 - Local Preference Applied: Besch & Smith Civil Group, Inc. Agrees to Match Low Bid Amount				
Petticoat-Schmitt Civil Contractors, Inc.	\$4,294,770.00						

BID AWARD DATE - \_\_\_\_\_

BID NO: 22-95

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: ROADWAY AND INFRASTRUCTURE IMPROVEMENTS – NORTH HOLMES BOULEVARD AND KING STREET EXTENSION INTERSECTION

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

DATE SUBMITTED: 6/8/22

BID PROPOSAL OF

Besch and Smith Civil Group, Inc.

Full Legal Company Name

345 Cumberland Industrial Ct. (904) 260-6393 (904) 338-0226  
Mailing Address St. Augustine, FL 32095 Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 22-95: Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

TOTAL LUMP SUM BID PRICE: (As per plans and specifications – Exhibit A and Exhibit B)

\$ 3,932,450.38  
Total Lump Sum Bid Price (Numerical)

Three million nine hundred thirty two thousand /100 Dollars thirty eight /100 cent  
Total Lump Sum Bid Price (Amount written or typed in words)

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

The Total Lump Sum Bid Price submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Total Lump Sum Bid Price above shall be the final price charged to the County for work performed.

The Lump Sum Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

**BID NO: 22-95**

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

No.: 1 Date Received: May 23, 2022  
No.: 2 Date Received: May 31, 2022  
No.: 3 Date Received: June 1, 2022

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

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

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

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



## St. Johns County Board of County Commissioners

Purchasing Division

May 23, 2022

### ADDENDUM #1

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: BID No. 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection**

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications and/or supplemental information provided in all issued addenda with the submitted Bid. Addenda must be acknowledged in the Submitted Bid.

### REVISIONS/CLARIFICATIONS:

#### A. CLARIFICATIONS:

1. The majority of the County right-of-way in the project area has already been cleared of vegetation.
2. Exhibit C –Topographic Survey Map of a portion of North Holmes Boulevard and King Street Extension has been uploaded to [www.DemandStar.com](http://www.DemandStar.com) and is attached to this Addendum.

#### B. QUESTIONS:

1. Please advise when VMS boards will be required during the project.  
**Answer: VMS boards are required two weeks in advance of the start of construction, and shall remain in place for the duration of construction.**
2. Please confirm King Street Extension can be closed during reconstruction in Phase 1. Is it the intention of the engineer to reconstruct all in phase 1, meaning the road will be closed?  
**Answer: Yes, it is the engineer's intent that the road be closed.**
3. Will the county compensate the contractor should volatile material prices spike outside the norm?  
**Answer: No. Pricing submitted shall remain firm throughout construction. Bidders are to determine pricing based on the current market trend.**

4. Please be advised that we are unable to secure asphalt paving quotes. We can only get current daily pricing. How will the county handle potential price increases?  
**Answer: Bidders are to determine pricing based on the current market trend. Pricing submitted shall remain firm throughout construction.**
  
5. Will time extensions be given for material procurement delays out of our control?  
**Answer: Yes, however, the Contractor must show proof of delays from suppliers.**
  
6. Are there any working days we would not be able to work? For example, holidays and local events?  
**Answer: Any weekend or holiday work will be at the discretion of St. Johns County. Dates of holidays and local events will be provided to the selected Contractor at a pre-construction meeting.**
  
7. Do you have CAD files we can use? If not, can you provide plans that show the existing roadway on the proposed roadway plans?  
**Answer: The existing roadway is shown on the plan/profile sheets (R2 through R9). The existing roadway edge of pavement is west of the Baseline of Construction and is shown as a thin solid line. Attached is a PDF of the survey for the project. The selected Bidder will be provided the CAD files prior to construction.**

**THE BID DUE DATE REMAINS JUNE 8, 2022 AT 2:00 P.M.**

**Acknowledgment**

*Nicole Besch 6-22-22*  
**Signature and Date**

*Nicole Besch / President*  
**Printed Name/Title**

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

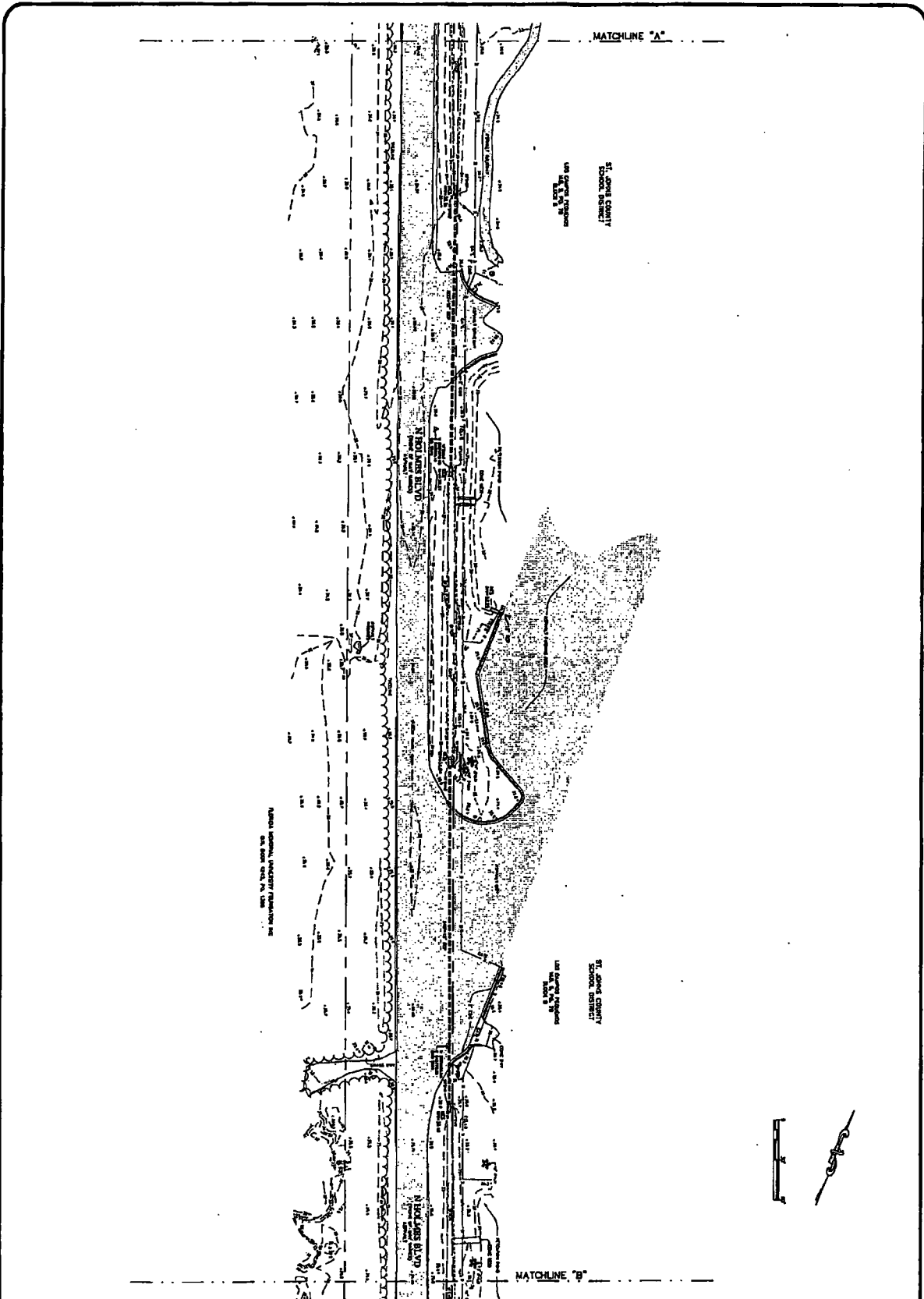
**Sincerely,**

*Diana M. Fye*

**Diana M. Fye, BAS, CPPB  
 Senior Procurement Coordinator**

**END OF ADDENDUM NO. 1**





1. DATE  
 2. BY  
 3. CHECKED  
 4. APPROVED

**NORTH HOLMES BLVD  
 NORTH OF KING STREET**  
 TOPOGRAPHIC SURVEY  
 DATE OF FIELD SURVEY: JANUARY 31, 2020

AMENDMENTS	

SEE SHEET 1 OF 4 FOR  
 CERTIFICATION, LEGEND,  
 AND NOTES

**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
 SURVEYING AND MAPPING DIVISION**  
 900 SAN SEBASTIAN VIEW  
 ST AUGUSTINE, FLORIDA 32084  
 PATRICIA GAIL OLIVER P.S.M. NO. 4864  
 Phone (904) 209-0770 Email: golvere@stjohns.net



This drawing is the property of St. Johns County and is not to be used for any other purpose without the written consent of the Surveying and Mapping Division.

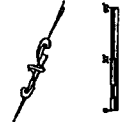
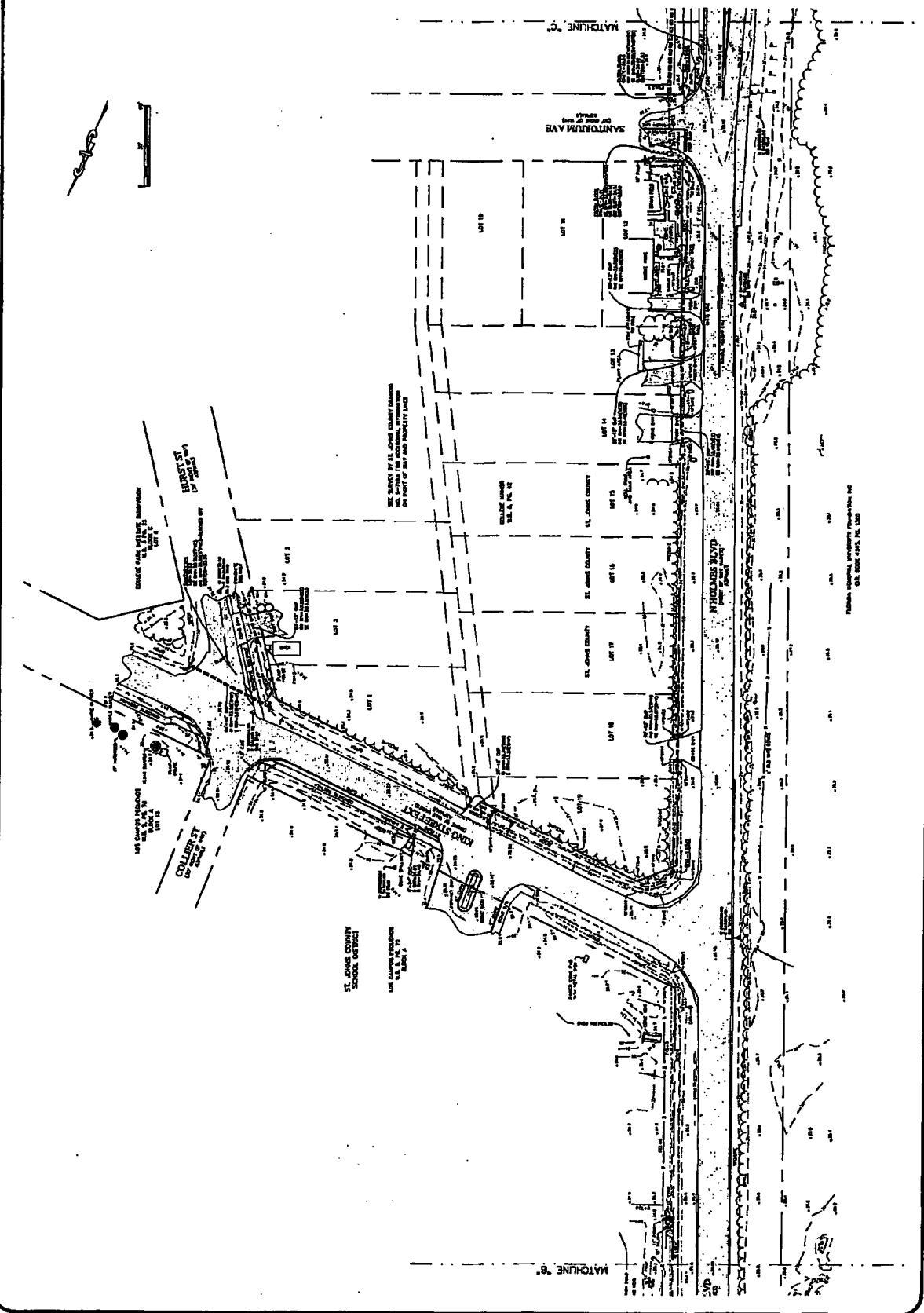


ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
 SURVEYING AND MAPPING DIVISION  
 600 SAN ESTEBAN AVE  
 ST. AUGUSTINE, FLORIDA 32084  
 PATRICK GUN OLIVER P.E. NO. 4584  
 Phone (904) 286-0776 Email: gbo@stjohns.com

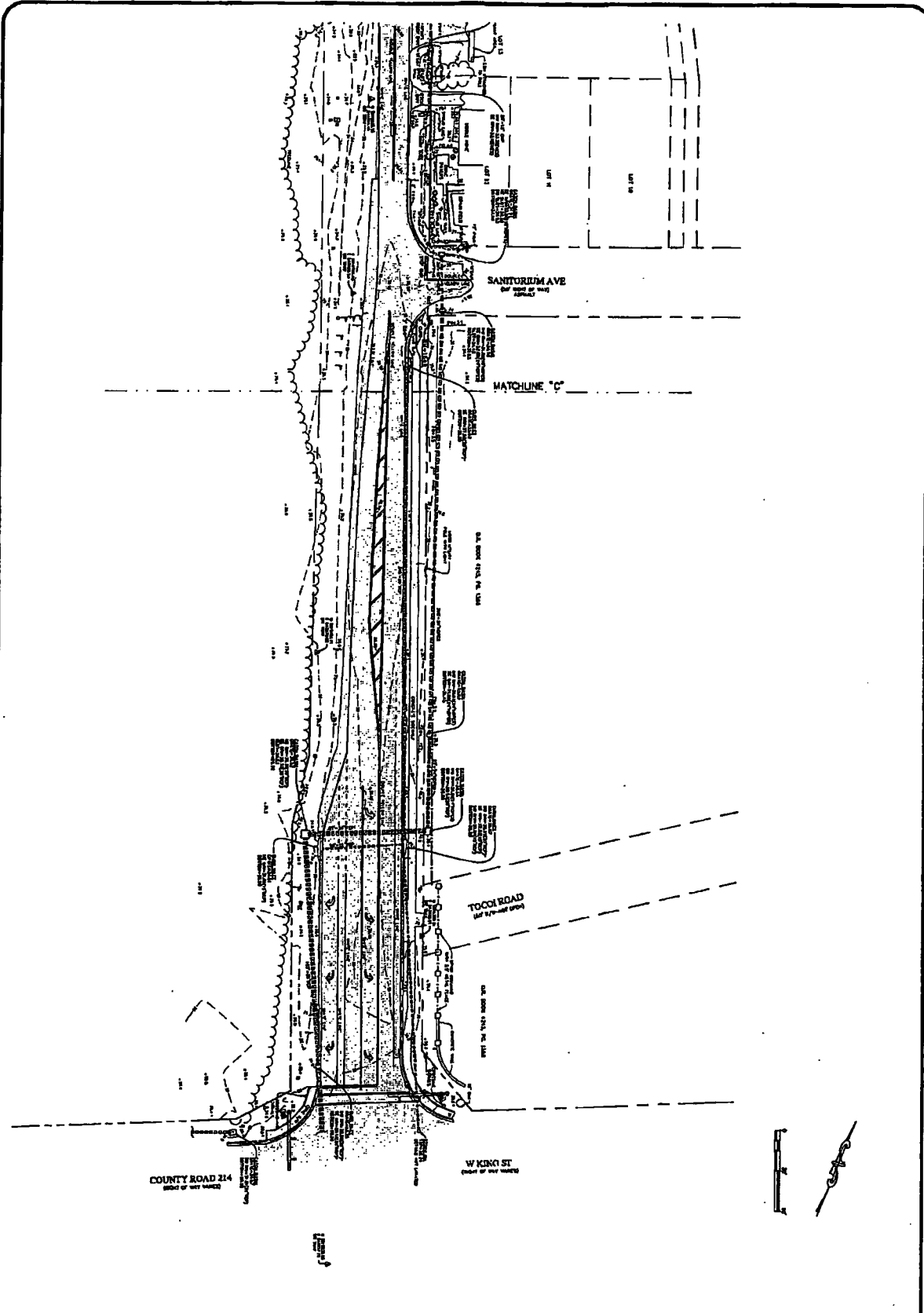
SEE SHEET 1 OF 4 FOR  
 IDENTIFICATION, LEGEND,  
 AND NOTES

ADJUSTMENTS	

NORTH OF KINGS STREET  
 TOPOGRAPHIC SURVEY  
 DATE OF FIELD SURVEY: JANUARY 20, 2009



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION



<p>1 of 4 DATE: 1/24/2020 DRAWN BY: GAO CHECKED BY: GAO APPROVED BY: GAO</p>	<p><b>NORTH HOLMES BLVD NORTH OF KING STREET</b></p> <p><b>TOPOGRAPHIC SURVEY</b> DATE OF FIELD SURVEY: JANUARY 24, 2020</p>	<p>AMENDMENTS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>							<p>SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGEND, AND NOTES</p> <p><b>ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION</b> 500 SAN SEBASTIAN VIEW ST AUGUSTINE, FLORIDA 32084 PATRICIA GAIL OLIVER P.S.M. NO. 4684 Phone (904) 209-0770 Email: goliver@stjohns.com</p>





St. Johns County Board of County Commissioners

Purchasing Division

May 31, 2022

ADDENDUM #2

To: Prospective Bidders  
From: St. Johns County Purchasing Division  
Subject: BID No. 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications and/or supplemental information provided in all issued addenda with the submitted Bid. Addenda must be acknowledged in the Submitted Bid.

REVISIONS/CLARIFICATIONS:

A. QUESTIONS:

- How shall the temporary roadway be built? There is no detail, no base and asphalt thickness given. Please advise.  
Answer: Pursuant to Traffic Control General Notes #7 on DWG No. TC1: "All Temporary pavement shall be a minimum of 6" of Limerock plus 2" of asphalt. The Contractor shall be responsible for maintaining all temporary pavement throughout construction.

THE BID DUE DATE REMAINS JUNE 8, 2022 AT 2:00 P.M. EDST

Acknowledgment

*Arrok Beach*

Signature and Date

*Arrok Beach / President*

Printed Name/Title

*Bechard Smith Civil Group Inc.*

Company Name (Print)

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

June 1, 2022

ADDENDUM #3

To: Prospective Bidders  
From: St. Johns County Purchasing Division  
Subject: BID No. 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications and/or supplemental information provided in all issued addenda with the submitted Bid. Addenda must be acknowledged in the Submitted Bid.

REVISIONS/CLARIFICATIONS:

A. CHANGE TO BID DUE DATE:

The Bid Due Date has been extended as follows:

Submittal Due Date: June 22, 2022 at 2:00 PM EDST

THE BID DUE DATE HAS BEEN CHANGED TO JUNE 22, 2022 AT 2:00 P.M. EDST

Acknowledgment

*Tricole Beach*  
Signature and Date

*Tricole Beach / President*  
Printed Name/Title

*Beach and Smith Civil Group Inc.*  
Company Name (Print)

END OF ADDENDUM NO. 3

BID NO: 22-95

CORPORATE/COMPANY

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

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

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

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

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

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

Federal I.D. Tax Number: 45-3168567 DUNS #: 011513965  
(If applicable)

INDIVIDUAL

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO: 22-95

ATTACHMENT A

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Nicole Besch who being duly sworn, deposes and says he is President (Title) of the firm of Besch and Smith Civil Group Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 20<sup>th</sup> day of June, 2022.

Nicole Besch  
Signature of Affiant

Nicole Besch  
Printed Name of Affiant

President  
Printed Title of Affiant

Nicole Elaine Besch  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 22 day of June, 2022, by Nicole Besch, who is personally known to me or has produced \_\_\_\_\_ as identification.

THOMAS A. HOWARD  
Notary Public, State of Florida  
My Comm. Expires 01/07/24  
Commission No. GG928290

Thomas Howard  
Notary Public  
My Commission Expires: 1/7/24

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

BID NO: 22-95

ATTACHMENT C

LICENSE / CERTIFICATION LIST

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

*The bidder shall attach a copy of each current license, certifications, and FDOT Pre-Qualifications listed below to this form.*

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License	P11000078093	State of Florida Department of State	December 31, 2022
Certified General Contractor (CGC)	N/A	N/A	N/A
Certified Underground Utility and Excavation Contractor (CUC)	CUC1224085	State of Florida Department of Business and Professional Regulation	August 31, 2022
FDOT Pre-Qualification – Flexible Paving	F202325377004	Florida Department of Transportation	June 14, 2023
FDOT Pre-Qualification - Drainage	F453168567002	Florida Department of Transportation	June 30, 2023
FDOT Pre-Qualification – Pavement Markings	F593541899001	Florida Department of Transportation	June 30, 2023



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

6/22/2022 8:12:15 AM EST

[Return to Inquiry Menu](#)

Contractor with Name BESCH AND SMITH CIVIL GROUP INC  
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
BESCH AND SMITH CIVIL GROUP INC F453168567002 EXPIRES: 6/30/2023	345 CUMBERLAND INDUSTRIAL CT. ST. AUGUSTINE, FL 32095 (904)260-6393	345 CUMBERLAND INDUSTRIAL CT. ST. AUGUSTINE, FL 32095 (904)260-6393
<b>WORK CLASSES</b>		
DRAINAGE		GRADING
GRASSING, SEEDING AND SODDING		
* UNDERGROUND UTILITIES (WATER & SEWER)		



FLORIDA DEPARTMENT OF TRANSPORTATION  
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or  
 email: [Service Desk](#)  
 Send Prequalification Questions or Comments to [Contracts](#)  
[Administration Office](#)  
[Internet Privacy Policy, Disclaimers & Credits](#)





### Contractor Pre-Qualification (CPQ)



## Prequalified Contractors Listing

6/22/2022 8:09:41 AM EST

[Return to Inquiry Menu](#)

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

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
KUDZUE 3 TRUCKING INC. F202325377004 EXPIRES: 6/14/2023	P.O. BOX 1799 YULEE, FL 32041 (904)388-7838	P.O. BOX 1799 YULEE, FL 32041 (904)388-7838
<b>WORK CLASSES</b>		
FLEXIBLE PAVING		HOT PLANT-MIXED BITUM. COURSES



FLORIDA DEPARTMENT OF TRANSPORTATION  
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or  
 email: [Service Desk](#)  
 Send Prequalification Questions or Comments to [Contracts](#)  
[Administration Office](#)  
[Internet Privacy Policy, Disclaimers & Credits](#)





Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

6/22/2022 8:10:38 AM EST

[Return to Inquiry Menu](#)

Contractor with Name ACME BARRICADES LC  
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ACME BARRICADES LC F593541899001 EXPIRES: 6/30/2023	9800 NORMANDY BLVD JACKSONVILLE, FL 32221 (904)781-1950	9800 NORMANDY BLVD JACKSONVILLE, FL 32221 (904)781-1950
<b>WORK CLASSES</b>		
GUARDRAIL		PAVEMENT MARKING
ROADWAY SIGNING		



FLORIDA DEPARTMENT OF TRANSPORTATION  
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or  
 email: [Service Desk](#)  
 Send Prequalification Questions or Comments to [Contracts](#)  
[Administration Office](#)  
[Internet Privacy Policy, Disclaimers & Credits](#)





Ron DeSantis, Governor

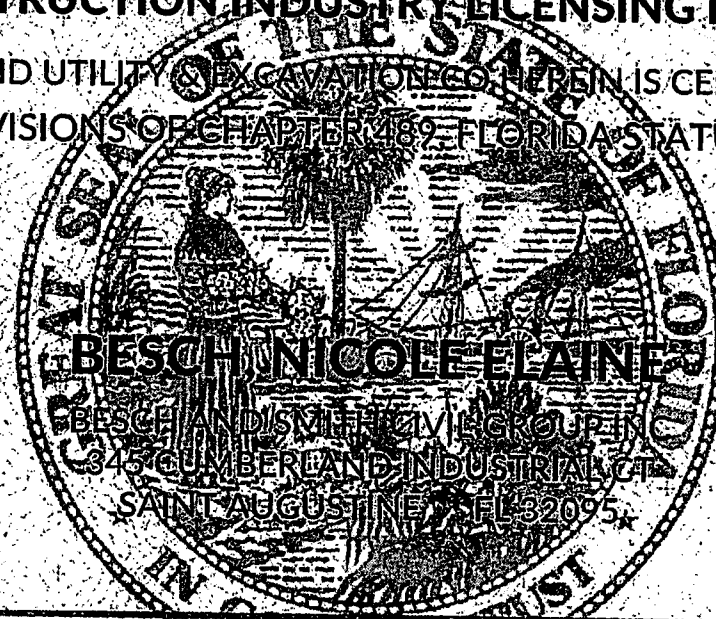
Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



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

LICENSE NUMBER: CUC1224085

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

# *State of Florida*

## *Department of State*

I certify from the records of this office that BESCH AND SMITH CIVIL GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on September 2, 2011, effective September 2, 2011.

The document number of this corporation is P11000078093.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 2, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Second day of February, 2022*



*Randy Bee*  
**Secretary of State**

Tracking Number: 5338535331CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 14, 2022

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

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**

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

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2023.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

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

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

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

Sincerely,

for Alan Autry, Manager  
Contracts Administration Office

AA:cg

This Receipt is issued pursuant to  
County ordinance 87-36

**2021/2022 ST. JOHNS COUNTY  
LOCAL BUSINESS TAX RECEIPT**  
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**Account** 1052993  
**EXPIRES** September 30, 2022

**Business Type** Underground Utilities  
**Location** 345 Cumberland Industrial Ct  
St Augustine FL 32095

**New Business  
Transfer**

**Business Name** **Besch And Smith Civil  
Group Inc**



**Tax** 18.00  
**Penalty** 0.00  
**Cost** 0.00  
**Total** 18.00

**Owner Name** Besch And Smith Civil Group Inc

**Mailing Address** 345 Cumberland Industrial Ct  
St Augustine, FL 32095

**DENNIS W. HOLLINGSWORTH  
ST. JOHNS COUNTY TAX COLLECTOR**

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

**This form becomes a receipt only when validated below**

**Paid by receipt(s) 2020-900146 on 07/14/21 for \$18.00**



Department of State / Division of Corporations / Search Records / Search by Entity Name /

## Detail by Entity Name

Florida Profit Corporation  
BESCH AND SMITH CIVIL GROUP, INC.

### Filing Information

**Document Number** P11000078093  
**FEI/EIN Number** 45-3168567  
**Date Filed** 09/02/2011  
**Effective Date** 09/02/2011  
**State** FL  
**Status** ACTIVE

### Principal Address

345 CUMBERLAND INDUSTRIAL CT  
ST. AUGUSTINE, FL 32095

Changed: 01/22/2013

### Mailing Address

345 Cumberland Industrial Ct.  
St. Augustine, FL 32095

Changed: 01/08/2019

### Registered Agent Name & Address

BESCH, NICOLE  
345 Cumberland Industrial Ct.  
St. Augustine, FL 32095

Address Changed: 01/14/2015

### Officer/Director Detail

#### **Name & Address**

Title President, Treasurer

BESCH, NICOLE  
414 Pleasant Colony Lane  
Elkton, FL 32033

Title VP, Secretary

Besch, Barry Alan

414 Pleasant Colony Lane  
ELKTON, FL 32033

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	01/19/2020
2021	01/17/2021
2022	02/02/2022

**Document Images**

<a href="#"><u>02/02/2022 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/17/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/19/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/08/2019 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/12/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/15/2017 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/09/2016 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/14/2015 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/12/2014 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/22/2013 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/10/2012 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>09/02/2011 -- Domestic Profit</u></a>	<a href="#">View image in PDF format</a>

**ATTACHMENT D**

**LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS**

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

The Bidder shall attach to Bidder's Proposal a copy of the following licenses/permits, and FDOT Pre-Qualifications, as applicable, for each subcontractor listed below:

- State of Florida Business License
- Certified General Contractor (CGC)
- Certified Underground Utility and Excavation Contractor (CUC)
- FDOT Pre-Qualification – Flexible Paving
- FDOT Pre-Qualification – Drainage
- FDOT Pre-Qualification – Pavement Marking

<b>Company Name</b>	<b>Division/Discipline</b>	<b>Primary Contact Name</b>	<b>Contact Number and Email Address</b>
Besch and Smith Civil Group, Inc.	Certified Underground and Excavation Contractor (CUC)	Nicole Besch	904-260-6393 nicky@beschandsmith.com
Kudzue 3 Trucking	Asphalt Paving	Randy Maloy	904-388-7838 Kudzue3@yahoo.com
Acme	Pavement Markings	Neil Rose	nrose@acmebarricades.com

ATTACHMENT E

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection

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

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

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



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

Legal Name of Respondent:

Besch and Smith Civil Group, Inc.

Authorized Representative(s) :

Nicole Besch  
Signature

Nicole Besch - President  
Print Name/Title

Barry Besch  
Signature

Barry Besch - Secretary  
Print Name/Title

BID NO: 22-95

St. Johns County Board of County Commissioners

ATTACHMENT F

DRUG-FREE WORKPLACE FORM

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

Besch and Smith Civil Group, Inc. does:  
Name of Firm

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

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

Ruale Besch

Signature

6/18/22

Date

**BID NO: 22-95**

**ATTACHMENT G**

**CERTIFICATE(S) OF INSURANCE**  
(Attach or insert copy here)

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

*" See Attached "*



BESCAN0-01

SESSER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/13/2021

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

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

<b>PRODUCER</b> Cecil W. Powell & Company 219 N. Newman Street Jacksonville, FL 32202	<b>CONTACT NAME:</b> Sue Esser <b>PHONE (A/C, No, Ext):</b> (904) 353-3181 <b>FAX (A/C, No):</b> (904) 353-5722 <b>E-MAIL ADDRESS:</b> SEsser@cwppowellins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct St. Augustine, FL 32095-8953	<b>INSURER A:</b> National Trust Insurance Co <b>NAIC #</b> 20141	
	<b>INSURER B:</b> FCCI Insurance Company <b>10178</b>	
	<b>INSURER C:</b> Zenith Insurance Co <b>13269</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

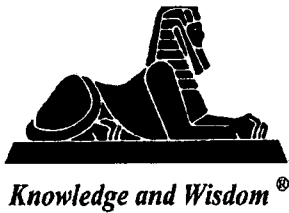
INSR LTR	TYPE OF INSURANCE	ADOL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Contractual <input checked="" type="checkbox"/> Bikt AI & WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		GL10007276200	9/15/2021	9/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 XCU Included \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMM/CONV/DED \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY (exp higher value)	X		CA10007276100	9/15/2021	9/15/2022	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Inc Contractual \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10007276300	9/15/2021	9/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z127431007	10/18/2021	10/18/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Winton Circle Drainage Improvements - Roadway removal/replacement, storm pipe & structures, grading, pond reconstruction, fencing, water line, grassing.

St. Johns County, a Political Subdivision of the State of Florida is an Additional Insured with Respects to General Liability and Automobile Liability when Required by Written Contract or Agreement per the Attached Endorsements.

30 Day Notice of Cancellation Applies, Except 10 Days Notice for Non Payment  
SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b> St Johns County a Political Subdivision of the State of Florida 600 San Sebastian Viow Saint Augustine, FL 32084	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935  
219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490  
PHONE (904) 353-3181 • FAX (904) 353-5722 • www.cwpowellins.com

June 8, 2022

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

RE: Besch and Smith Civil Group Inc.

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for Besch and Smith Civil Group Inc. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to \$15,000,000 single \$30,000,000 aggregate with the provision that we and Merchants Bonding Company reserve the right to review final contractual documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

Besch and Smith Civil Group Inc. is bonded through Merchants Bonding Company. Merchants Bonding Company has an A.M. Best rating of A VII and is licensed to conduct business in the State of Florida.

Besch and Smith Civil Group Inc. is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Robert T. Theus  
Vice President



BID NO: 22-95

**ATTACHMENT H**

**EXPERIENCE OF BIDDER**

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

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** equal to or greater than the scope and dollar value of the project specified herein. The County reserves the right to consider alternate and/or additional projects to demonstrate qualification for this work.

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

By: Besch and Smith Civil  
Bidder Group, Inc.  
Nicole Besch  
Authorized Signature

10/8/22  
Date

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



**BESCH & SMITH**  
CIVIL GROUP INC.

**Similar Projects & References**

OWNER, ADDRESS, PHONE #, CONTACT NAME AND EMAIL	SCOPE OF WORK	CONTRACT DATE	PRIME Y / N	CONTRACT VALUE
<p>CONTRACT NAME: Sawmill</p> <p>OWNER: Hilltop at St. Augustine, LLC. 9210 Cypress Green Drive, Jacksonville, FL 32256</p> <p>JOB LOCATION: St. Augustine, FL</p> <p>CONTACT PERSON: Matt Lahti</p> <p>PHONE: (904) 794-4321 EMAIL: <a href="mailto:matt@eulstreamdesign.com">matt@eulstreamdesign.com</a></p>	<p>Clearing, earthwork, site demolition, erosion control, subgrade, base, street paving, storm drain, force main, domestic water, gravity sewer, lift station, striping, signage, curbs, sidewalks, and grassing.</p>	<p>February 2017 – June 2018</p>	<p>Y</p>	<p>\$3,050,517.81</p>
<p>CONTRACT NAME: Putnam County Dirt to Pave</p> <p>OWNER: Putnam County BOCC P.O. Box 310, East Palatka, FL 32131</p> <p>JOB LOCATION: Palatka, FL</p> <p>CONTACT PERSON: James Cuneo</p> <p>PHONE: (386) 329-0346 ext. 4116 EMAIL: <a href="mailto:jcuneo@csi-eco.com">jcuneo@csi-eco.com</a></p>	<p>Clearing, earthwork, demolition, erosion control, storm drainage, sanitary sewer, water main, sub base, base, asphalt paving, striping &amp; signage, concrete curbs, sidewalks, and grassing.</p>	<p>October 2018 – September 2019</p>	<p>Y</p>	<p>\$1,964,893.13</p>
<p>CONTRACT NAME: Greyhawk</p> <p>OWNER: Armstrong Community Development District 475 West Town Place, Suite 114, St. Augustine, FL 32092</p> <p>JOB LOCATION: Clay County, FL</p> <p>CONTACT PERSON: Zach Brecht</p> <p>PHONE: (904) 265-3223 EMAIL: <a href="mailto:Brechtz@etmine.com">Brechtz@etmine.com</a></p>	<p>Demolition, clearing and grubbing, erosion control, base and paving, curb and sidewalk, storm drain, fencing, striping, signage, and grassing.</p>	<p>August 2019– Current</p>	<p>Y</p>	<p>\$5,975,115.98</p>
<p>CONTRACT NAME: Shearwater Phase 3A Civil Site Construction Services</p> <p>OWNER: Trout Creek Community Development District 2806 N Fifth Street, Unit 403, St. Augustine, FL 32084</p> <p>JOB LOCATION: St. Augustine, FL</p> <p>CONTACT PERSON: Kate O' Farrell</p> <p>PHONE: (617) 686-9794 EMAIL: <a href="mailto:kbo@trucholdcm.com">kbo@trucholdcm.com</a></p>	<p>Demolition, clearing and grubbing, erosion control, storm drain, water main, gravity sewer, base and paving, curb and sidewalk, striping and signage, and grassing.</p>	<p>August 2020– Current</p>	<p>Y</p>	<p>\$7,235,904.19</p>

Besch and Smith Civil Group, Inc.  
345 Cumberland Industrial Court  
St. Augustine, Florida 32095  
Office: (904) 260-6393  
Fax: (904) 338-0226  
[www.beschandsmith.com](http://www.beschandsmith.com)

PROJECT HISTORY OF BESCH AND SMITH CIVIL GROUP, INC.  
2017 COMPLETED PROJECTS

PROJECT NUMBER	PROJECT NAME	GENERAL CONTRACTOR	OWNER	ENGINEER	START/ FINISH	ON TIME	L/D	LIENS	DESCRIPTION OF WORK	CONTRACT AMOUNT	CHANGE ORDERS	FINAL CONTRACT AMOUNT	AMOUNT SUB CONTRACTED TO OTHERS	% BY BESCH & SMITH
2016-04	Woodlawn Roadway Improvements	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	St. Johns County BOCC 2740 Industry Center Road St. Augustine, FL 32084	Mathews Design Group, Inc. 7 Waldo Street P.O. Box 3126 St. Augustine, FL 32084	Jun-16	YES	NO	NO	Clearing, grubbing, earthwork, storm drain, ditch paving, sidewalk, curb, handicap ramps, base, paving, striping, signage, and grassing.	\$2,441,773.21	\$99,239.03	\$2,541,012.24	\$445,627.87	82%
	St. Augustine, Florida	Phone: 904-260-6393	Donnie Tackett Phone: 904-209-0142 dtackett@stcl.us	Scott Knowles Phone: 904-829-1334 scott@mathewsdsgn.net	Mar-17									
2016-11	Noroad/ Limbing Drainage Improvements	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	The City of Jacksonville, Florida 214 North Hogan Street Jacksonville, Florida 32202	Adkinson Engineering 4639 Trevor Creek Drive South Jacksonville, FL 32257	Oct-16	YES	NO	NO	Clearing and grubbing, storm drainage, earthwork, utility adjustment, base, paving, striping, signage, and grassing.	\$880,120.58	\$181,296.60	\$1,011,417.18	\$90,978.55	91%
	Jacksonville, Florida	Phone: 904-260-6393	Tom McKnight Phone: 904-255-6763 MCKnight@coj.net	Phone: 904-881-4208	Dec-17									
2016-16	Amelia Walk Phase 2 Lots	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	5323 Millenia Lakes Blvd. Suite 200 Orlando, Florida 32839	McCranle and Associates, Inc. 212 B Centre Street Fernandina Beach, Florida 32034	Dec-16	YES	NO	NO	Earthwork.	\$119,136.78	\$0.00	\$119,136.78	\$0.00	100%
	Fernandina Beach, Florida	Phone: 904-260-6393	Dan Young Phone: 407-933-5000 ext. 7107 D.Young@avhomesinc.com	Phone: 904-395-8645	Jan-17									
2017-01	Sawmill Landing	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Hilltop at St. Augustine, LLC 9210 Cypress Green Drive Jacksonville, Florida 32256	Gulfstream Design Group 906 Anastasia Blvd. Suite A St. Augustine, Florida 32080	Feb-17	YES	NO	NO	Clearing and grubbing, earthwork, storm drain, water main, gravity sewer, force main, lift station, base, paving, striping, signage, and grassing.	\$3,005,294.50	\$45,218.31	\$3,050,512.81	\$493,487.28	84%
	St. Augustine, Florida	Phone: 904-260-6393	Steven Been Phone: 770-231-6624	Phone: 904-794-4231	Jun-18									
2017-02	Red Robin	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Conboy & Mannion Contracting Inc. 36 Phila Street Saratoga Springs, NY 12866	Prosser Hallock Planners 13901 Sutton Park Drive S Jacksonville, FL 32224	Jan-16	YES	NO	NO	Demolition, earthwork, grading, gravity sewer, storm drainage, water/main, firemain, irrigation, base, paving, striping, and signage.	\$244,500.00	\$0.00	\$244,500.00	\$75,467.42	69%
	Jacksonville, Florida	Phone: 904-260-6393		Greg Will Phone: 904-739-3655	Jun-17									
2017-03	Commonwealth Service Center Paving and Drainage Improvements	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	JEA 21 West Church Street Jacksonville, FL 32202	John R. Bernard & Associates, Inc. 4453 Shirley Avenue Jacksonville, FL 32210	Mar-17	YES	NO	NO	Demolition, storm drainage, pump station, base, paving, electrical, fencing, landscaping, irrigation, striping, signage, seal coating, and grassing.	\$461,774.06	-\$2,046.20	\$459,727.86	\$150,455.63	67%
	Jacksonville, Florida	Phone: 904-260-6393	Matthew Poteet PoteMD@jea.com	Phone: 904-387-2025	Jun-17									
2017-04	Whisper Creek Phase 3 Dolcetto Drive	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Six Mile Creek Community Development District 475 West Town Place Suite 114 St. Augustine, FL 32092	Connelly & Wickar Inc. 10060 Skinner Lake Drive Suite 500 Jacksonville, FL 32246	Apr-17	YES	NO	NO	Clearing and grubbing, water main, gravity sewer, storm drainage, base, paving, striping, and signage.	\$315,141.63	\$75,306.97	\$390,448.60	\$57,748.61	85%
	St. Augustine, Florida	Phone: 904-260-6393	Scott Wild Phone: 904-840-5850	Phone: 904-265-3030	Nov-17									
2017-05	Deerfield Meadows	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Deerfield Holdings, LLC 308 Maffey Street St. Simons Island, GA 31522	Gulfstream Design Group 906 Anastasia Blvd. Suite A St. Augustine, Florida 32080	Mar-17	YES	NO	NO	Clearing and grubbing, earthwork, storm drain, water main, gravity sewer, base, paving, striping, signage, and grassing.	\$2,105,836.55	\$45,580.79	\$2,151,417.34	\$280,525.17	87%
	St. Augustine, Florida	Phone: 904-260-6393	Steven Been Phone: 770-231-6624	Phone: 904-794-4231	Feb-18									
2017-06	Road Paving and Repairs Various Schools, Phase 2	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	The School Board of Duval County, Florida 1701 Prudential Drive, 5th floor Jacksonville, FL 32207	Michele Agee, P.E., P.A., Inc. 1329 Shingley Avenue, Suite C Orange Park, FL 32073	Jun-17	YES	NO	NO	Clearing and grubbing, demolition, storm drainage, base, paving, striping, signage, fencing, landscaping, and grassing.	\$405,176.58	\$16,393.03	\$421,569.61	\$113,590.80	79%
	Jacksonville, Florida	Phone: 904-260-6393	Andrew Eckart Phone: 904-890-2498	Phone: 904-264-9914	Aug-17									



2017-18	Whistling Straits Drive Phase 1	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Mattamy Rivertown, LLC. 39 Riverwalk Blvd. St. Johns, Florida 32259	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32214 Greg Will Phone: 904-739-3655	Nov-17	YES	NO	NO	Clearing and grubbing, earthwork, storm drain, watermain, gravity sewer, lift station, base, paving, striping, signage, and grassing.	\$1,153,765.25	\$73,940.40	\$1,227,705.65	\$216,518.55	82%
	St. Johns, Florida	Phone: 904-260-6393		Sep-18										
2017-17	Trailmark- Phases 7 & 8	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Six Mile Creek Community Development District 475 West Town Place Suite 114 St. Augustine, Florida 32092	England- Thins & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, Florida 32258 Zach Brecht Phone: 904-265-3208	Dec-17	YES	NO	NO	Demolition, water main, gravity sewer, storm drainage, base, paving, curb, gutter, sidewalk, striping, signage, and grassing.	\$3,844,485.20	\$195,894.66	\$4,040,379.86	\$294,911.84	98%
	St. Augustine, Florida	Phone: 904-260-6393		Feb-19										
2017-18	Gate Express Wash- Besch and Hodges	Auld and White Constructors 4168 Southpoint Parkway Suite 101 Jacksonville, FL 32216	Gate Petroleum Company 9840 San Jose Blvd Jacksonville, FL 32257	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32214 Greg Will Phone: 904-739-3655	Nov-17	YES	NO	NO	Demolition, water main, gravity sewer, storm drainage, base, paving, curb, gutter, sidewalk, striping, signage, and grassing.	\$290,000.00	\$873.55	\$290,873.55	\$90,678.85	72%
	Jacksonville, Florida			Jul-18										

PROJECT HISTORY OF BESCH AND SMITH CIVIL GROUP, INC.  
2018 COMPLETED PROJECTS

PROJECT NUMBER	PROJECT NAME	GENERAL CONTRACTOR	OWNER	ENGINEER	START/ FINISH	ON TIME	L/D	LIENS	DESCRIPTION OF WORK	CONTRACT AMOUNT	CHANGE ORDERS	FINAL CONTRACT AMOUNT	AMOUNT SUB CONTRACTED TO OTHERS	% BY BESCH & SMITH
2018-01	Rivertown 2B Entrance	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Mattamy Homes 7800 Bellfort Parkway Suite 1995 Jacksonville, FL 32256 David Provost Phone: 904-279-9500	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224 Greg Will Phone: 904-739-3655	Jan-18	YES	NO	NO	Clearing and grubbing, demolition, storm drainage, base, paving, striping, signage, fencing, landscaping, and grassing.	\$66,800.00	\$0.00	\$66,800.00	\$15,971.13	76%
	St.Johns,FL	Phone: 904-260-6393	Phone: 904-279-9500	Jan-18										
2018-02	Gate Carwash Beach & Leon Rod	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Gate Petroleum Company 9540 San Jose Blvd. Jacksonville, FL 32257 Brian Nix Phone: 904-509-1500	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224 Greg Will Phone: 904-739-3655	Jun-18	YES	NO	NO	Demolition, water main, gravity sewer, storm drainage, base, paving, curb, gutter, sidewalk, striping, signage, and grassing.	\$241,690.30	\$92,257.04	\$333,947.34	\$0.00	100%
	Jacksonville,FL	Phone: 904-260-6393	Phone: 904-509-1500	Sep-18										
2018-04	DCSB project no M-88380 Road Paving and Repairs Various Schools, Phase 4 Landon Middle School	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	The School Board of Duval County, Florida 1701 Prudential Drive, 5th floor Jacksonville, FL 32207	Waltz & Moya 3738 Southside Blvd Suite101 Jacksonville, Florida 32216 John H. Moya Phone: 904-642-8311	Apr-18	YES	NO	NO	Clearing and grubbing, demolition, storm drainage, base, paving, striping, signage, fencing, landscaping, and grassing.	\$168,741.18	\$3,848.88	\$172,590.06	\$38,819.69	78%
	Jacksonville,FL	Phone: 904-260-6393	Phone: 904-390-2498	Sep-18										
2018-05	Village Green	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Twin Creek Development Associates,LLC P.O. Box 812241 Boca Raton,FL 33481	Kimley Horn Associates 12340 Green Bay Parkway W Suite 2350 Jacksonville, FL 32258 Phone: 904-858-3900	Apr-18	YES	NO	NO	Demolition, water main, gravity sewer, storm drainage, base, paving, curb, gutter, sidewalk, striping, signage, and grassing.	\$410,486.35	\$189,860.38	\$800,346.73	\$142,526.45	82%
	St.Augustine,FL	Phone: 904-260-6393	Phone: 904-394-2995	Oct-18										
2018-06	Gate Store # 1232 Durbin	North Coast Construction 3525 Agricultural Center Drive St.Augustine,FL 32092	Gate Petroleum Company 9540 San Jose Blvd. Jacksonville, FL 32257 Brian Nix Phone: 904-509-1500	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224 Greg Will Phone: 904-739-3655	Jun-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$912,147.00	\$17,116.70	\$929,263.70	\$24,015.90	93%
	St.Johns,FL	Phone: 904-730-0400	Phone: 904-509-1500	Jan-19										
2018-07	Gate Express carwash #7009 Durbin	North Coast Construction 3525 Agricultural Center Drive St.Augustine,FL 32092	Gate Petroleum Company 9540 San Jose Blvd. Jacksonville, FL 32257 Brian Nix Phone: 904-509-1500	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224 Greg Will Phone: 904-739-3655	Jun-19	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$168,035.00	\$8,297.69	\$176,332.69	\$22,802.00	87%
	St.Johns,FL	Phone: 904-730-0400	Phone: 904-509-1500	Jan-19										
2018-08	Caleb's Cove	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Caleb's Cove LLC 5711 Richard St Suite 1 Jacksonville,FL 32216 Daniel Blanchard Phone: 904-354-5573	Bater Klein 219 N Newman St Jacksonville,FL 32202 Pone:904-356-8520	May-18	YES	NO	NO	Clearing and grubbing, erosion control, demolition, storm drainage, underground utilities, base, paving, fencing, striping, and signage	\$1,334,620.76	\$33,965.00	\$1,348,585.76	\$531,881.00	61%
	Jacksonville,FL	Phone:904-260-6393	Phone: 904-354-5573	Aug-19										
2018-09	OPMC EP Lab Expansion	Charles Perry Partners, Inc. 12740 Gran Parkway W. Ste 2310 Jacksonville, Florida 32254	Orange Park Medical Center, Inc. 1883 Kingsley Avenue Orange Park, FL 32073 Phone: 904-639-8500	Graham,Smith and Partners 222 Second Avenue,Ste 1400 Nashville,Tn 37201 Phone: 615-770-8100	Jun-18	YES	NO	NO	Demolition, water main, gravity sewer, storm drainage, base, paving, curb, gutter, sidewalk, striping, signage, and grassing.	\$385,907.00	\$148,555.00	\$535,462.00	\$53,668.02	90%
	Orange Park,FL	Phone: 904-886-9902	Phone: 904-639-8500	Oct-19										
2018-10	Gate Store # 1207	North Coast Construction 3525 Agricultural Center Drive St.Augustine,FL 32092	Gate Petroleum Company 9540 San Jose Blvd. Jacksonville, FL 32257 Brian Nix Phone: 904-509-1500	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224 Greg Will Phone: 904-739-3655	Jul-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$300,000.00	\$86,758.59	\$386,758.59	\$23,694.00	94%
	St.Augustine,FL	Phone: 904-730-0400	Phone: 904-509-1500	Dec-19										

2018-11	Gate Osceola & A1A	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Gate Petroleum Company 9540 San Jose Blvd. Jacksonville, FL 32257 Brian Nix Phone: 904-509-1500	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224 Greg Will Phone: 904-739-3655	Nov-18	YES	NO	NO	Demolition, Earthwork, storm drainage, base, paving, striping, and signage.	\$75,375.49	\$0.00	\$75,375.49	\$0.00	100%
	Jacksonville Beach, FL	Phone: 904-260-6393	Phone: 904-509-1500	Phone: 904-739-3655	Dec-19									
2018-12	St. Johns County K-8 School KK	Charles Perry Partners, Inc. 12740 Gran Parkway W. Ste 2310 Jacksonville, Florida 32254	St. Johns County School District 3740 International Golf Parkway Site 200 St. Augustine, FL 32092	Harvard Jelly Architecture 2105 Park Avenue, Suite 5 Orange Park, FL 32073	Aug-18	YES	NO	NO	Demolition, earthwork, storm drainage, base, paving, striping, and signage.			\$43,224.68		100%
	Ponte Vedra, FL	Phone: 904-886-9902	Phone: 904-547-7500	Phone: 904-396-3300	Aug-18									
2018-13	Gate Carwash- #7007 Blanding	Tim Young Construction, Inc. 10752 Deerwood Park Blvd. South Jacksonville, FL 32256	Gate Petroleum Company 9540 San Jose Blvd. Jacksonville, FL 32257 Brian Nix Phone: 904-509-1500	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224 Greg Will Phone: 904-739-3655	Aug-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$478,523.00	\$26,935.00	\$505,458.00	\$33,088.02	93%
	Middleburg, FL	Phone: 904-305-7053	Phone: 904-509-1500	Phone: 904-739-3655	Sep-19									
2018-14	Twin Creeks Drive Extension	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Twin Creek Ventures, LLC 1 Town Center Road, 600 Boca Raton, FL 33481	Prosser Hallock 13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224 Greg Will Phone: 904-739-3655	Nov-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$1,855,863.06	\$109,035.07	\$1,964,898.13	\$410,587.82	79%
	St. Johns, FL	Phone: 904-260-6393	Phone: 561-961-10000	Phone: 904-739-3655	Sep-19									
2018-15	Pine Lakes Unit 4 Phase #3	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	D.R Horton, Inc-Jacksonville 4220 Race Track Road St. Johns, FL 32259	Dunn & Associates, Inc 8375 Dr Ellis Trail Suite 302 Jacksonville, FL 32256	Nov-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$1,163,205.10	\$13,435.52	\$1,176,640.62	\$158,818.70	87%
	St. Johns, FL	Phone: 904-260-6393	Phone: 904-287-0595	Phone: 904-363-8916	Jul-19									
2018-16	Andalusia Phase #3	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	D.R Horton, Inc-Jacksonville 4220 Race Track Road St. Johns, FL 32259	Mathews Design Group, Inc. 7 Waldo Street P.O. Box 9126 St. Augustine, FL 32084 Scott Knowles Phone: 904-829-1334	Nov-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$557,908.10	-\$7,822.15	\$560,085.95	\$77,679.05	86%
	St. Augustine, FL	Phone: 904-260-6393	Phone: 904-287-0595	Phone: 904-829-1334	Jan-19									
2018-17	Putnam County Dirt To Pave	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Putnam County BOCC P.O. Box 310 East Palatka, Florida 32131 James Cuneo Phone: 386-329-0346 ext.4116	Putnam County BOCC P.O. Box 310 East Palatka, Florida 32131 James Cuneo Phone: 386-329-0346 ext.4116	Oct-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$2,370,912.60	\$101,280.58	\$2,472,193.18	\$894,600.74	64%
	Palatka, FL	Phone: 904-260-6393	Phone: 386-329-0346 ext.4116	Phone: 386-329-0346 ext.4116	Oct-19									
2018-18	Branan Field Walk	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Branan Field Walk, LLC 2300 Marsh Point Rd Suite 202 Neptune Beach, FL 32266	Kimley Horn Associates 12740 Gran Parkway Est Suite 2350 Jacksonville, FL 32258	Oct-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$575,238.69	\$38,263.68	\$613,502.37	\$244,700.20	60%
	Middleburg, FL	Phone: 904-260-6393	Phone: 904-223-1650	Phone: 904-828-3900	Jan-20									
2018-18	Branan Field Walk	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	North Florida Land Partnership, LLC 106 Hill Place Neptune Beach, FL 32266	Kimley Horn Associates 12740 Gran Parkway Est Suite 2350 Jacksonville, FL 32258	Oct-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$269,960.05	\$2,064.86	\$266,014.41		100%
	Middleburg, FL	Phone: 904-260-6393	Phone: 904-287-8039	Phone: 904-828-3900	Jan-20									
2018-19	Reconstruction of Ashley Lake Blvd	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St Augustine, FL 32095	Putnam County BOCC P.O. Box 310 East Palatka, Florida 32131 James Cuneo Phone: 386-329-0346 ext.4116	Putnam County BOCC P.O. Box 310 East Palatka, Florida 32131 James Cuneo Phone: 386-329-0346 ext.4116	Oct-18	YES	NO	NO	Clearing and grubbing, demolition, Earthwork, storm drainage, watermain, base, paving, striping, and signage.	\$1,095,404.74	\$93,209.52	\$1,188,614.26	\$0.00	100%
	Putnam County, FL	Phone: 904-260-6393	Phone: 386-329-0346 ext.4116	Phone: 386-329-0346 ext.4116	Oct-19									

PROJECT HISTORY OF BESCH AND SMITH CIVIL GROUP, INC.  
2019 COMPLETED PROJECTS

PROJECT NUMBER	PROJECT NAME	GENERAL CONTRACTOR	OWNER	ENGINEER	START/ FINISH	ON TIME	L/D	LIENS	DESCRIPTION OF WORK	CONTRACT AMOUNT	CHANGE ORDERS	FINAL CONTRACT AMOUNT	AMOUNT SUB CONTRACTED TO OTHERS	% BY BESCH & SMITH
2019-01	Flowers Bakery-Sage	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Jamar Development and Construction, Inc. 1180 Ponce De Leon Blvd, Suite 801A Clearwater, FL 33756	Frontier Engineering, Inc. PO Box 4444 Tampa, FL 33677 Timothy Healey Phone: (813) 251-0169 frontierengineering@yahoo.com	Feb-19	YES	NO	NO	clearing and grubbing, earthwork, storm drain, water main, gravity, sewer, force main, lift station, base, paving, striping, signage, and grassing.	\$333,277.00	\$18,369.66	\$351,646.66	\$62,507.19	82%
	St. Augustine, FL	Office: (904) 260-6393	Phone: (727) 584-6405 craigstevensinc@hotmail.com	Nov-19										
2019-02	Thunder Bolt Road Park	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Clay County Board of County Commissioners PO Box 1386 Green Cove Springs, FL 32043	Eisman and Russo, Inc. 6455 Powers Avenue Jacksonville, FL 32217	Apr-19	YES	NO	NO	demolition, earthwork, grading, gravity sewer, storm drainage, water main, fire main, irrigation, base, paving, striping, and signage.	\$2,395,642.85	\$34,785.17	\$2,430,428.02	\$798,067.00	67%
	St. Augustine, FL	Office: (904) 260-6393	James W. Householder james.householder@claycounty.com	David M. Gile Phone: (904) 807-1345 dgile@eismanrusso.com	Mar-20									
2019-03	Keystone Heights Elementary	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	School Board of Clay County 900 Walnut Street Green Cove Springs, FL 32043	CHW 8563 Argyle Business Loop, St Jacksonville, FL 32244	Jun-19	YES	NO	NO	demolition, storm drainage, base, paving, electrical, fencing, striping, signage, and grassing.	\$475,443.00	\$0.00	\$475,433.00	\$163,815.10	66%
	Clay County, FL	Office: (904) 260-6393	Bryce Ellis bryce.ellis@myoneday.net	Phone: (886) 518-5130 moniqueh@chw-inc.com	Sep-19									
2019-04	Dunkin Donuts	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	East Palatka Donuts, LLC 159 Yellow Hill Lane Ponte Vedra Beach, FL 32082	Donahue Architecture, Inc 1202 SW 17th Street Suite 201-165 Ocala, FL 34471	Jul-19	YES	NO	NO	clearing and grubbing, earthwork, force main, lift station, water main, gravity sewer, storm drainage, base, paving, striping, signage, and grassing.	\$652,152.74	-\$3,882.17	\$648,270.57	\$239,635.15	64%
	Palatka, FL	Office: (904) 260-6393	John Griffey (806) 539-9903 john@pfact.com	Phone: (352) 867-5148 barry@donahue-arch.com	Dec-19									
2019-05	Gate Express #7006, Beach and Leon, Phase 2	FLC Contract, LLC 8940 Western Way, Suite 13 Jacksonville, FL 32256	Gate Petroleum Company 9540 San Jose Blvd Jacksonville, FL 32257	Prosser, Inc. 13901 Sutton Park Drive South, Suite 200 Jacksonville, FL 32224	Jul-19	YES	NO	NO	clearing and grubbing, earthwork, storm drain, underground retention system, water main, gravity sewer, base, paving, striping, signage, and grassing.	\$628,869.00	\$21,571.75	\$650,440.75	\$28,920.80	95%
	Jacksonville, FL	Office: (904) 723-4973	Bryan Nix Phone: (904) 448-7035 Bnix@gatepetro.com	Ryan Wellbacher Office: (904) 739-3655 ryanw@prosserinc.com	Feb-20									
2019-06	Ravenwood Drive Drainage Improvements	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	St. Johns County, FL 500 San Sebastian View St. Augustine, FL 32084	St. Johns County Engineering Department 2750 Industry Center Rd. St. Augustine, FL 32084	Sep-19	YES	NO	NO	clearing and grubbing, demolition, storm drainage, base, paving, striping, and grassing.	\$585,164.93	\$0.00	\$585,164.93	\$49,811.81	91%
	St. Augustine, FL	Office: (904) 260-6393	Phone: (904) 209-0905 publicrecords@sjcfi.us	Phone: (904) 209-0266	Feb-20									
2019-08	Gate Carwash #7011, Clearing and Filling	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Gate Petroleum Company 9540 San Jose Blvd Jacksonville, FL 32257	Prosser, Inc. 13901 Sutton Park Drive South, Suite 200 Jacksonville, FL 32224	Sep-19	YES	No	NO	clearing and grubbing, and earthwork.	\$114,848.00	-\$0.00	\$114,848.00	\$0.00	N/A
	St. Augustine, FL	Office: (904) 260-6393	Bryan Nix Phone: (904) 448-7035 Bnix@gatepetro.com	Ryan Wellbacher Office: (904) 739-3655 ryanw@prosserinc.com	Sep-19									

2019-09	Gate Carwash #7011, Site	Auld & White Constructors, LLC 4168 Southpoint Parkway, Suite 101 Jacksonville, FL 32216	Gate Petroleum Company 9540 San Jose Blvd Jacksonville, FL 32257	Prosser, Inc. 13901 Sutton Park Drive South, Suite 200 Jacksonville, FL 32224	Sep-19	YES	NO	NO	storm drainage, water main, gravity sewer, base, paving, tripping, signage, and grassing.	\$410,887.00	-\$4,621.71	\$406,265.29	\$52,421.00	87%
	St. Augustine, FL	Office: (904) 296-2555	Bryan Nix Phone: (904) 448-7095 Bnix@gatepetro.com	Ryan Wallsbacher Office: (904) 739-3655 ryanw@prosserinc.com	Apr-20									
2019-10	St. Johns County Public Driveway Bid NO. 19-65	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	St. Johns County, FL 500 San Sebastian View St. Augustine, FL 32084	Matthews Design Group, Inc. PO Box 3128 7 Waldo Street St. Augustine, FL 32084	Sep-19	YES	NO	NO	clearing and grubbing, earthwork, storm drainage, base, paving, and grassing.	\$105,500.50	\$282,756.02	\$388,256.52	\$90,978.84	71%
	St. Augustine, FL	Office: (904) 260-6393	Phone: (904) 2090805 publicrecords@sjcfl.us	Jeremy Calloway Phone: (904) 826-1334 Jeremy@MDGinc.com	Feb-20									
2019-11	St. Aug VA, Groundbreaking	Ausley Construction 1521 SE 36th Ave Ocala, FL 34471	Construction Managers Inc. 104 Sycamore St. Fremont, NC 27830	Devis Dinkins Engineering, PA 2201 SE 30th Avenue Suite 302-1 Ocala, FL 34471	Sep-19	YES	NO	NO	clearing and grubbing, and earthwork.	\$102,184.74	\$0.00	\$102,184.74	\$0.00	N/A
	St. Augustine, FL	Office: (352) 629-8177	Matt Spence Phone: (919) 242-4600 matt@constructman.com	Phone: (352) 854-5961	Sep-19									

PROJECT HISTORY OF BESCH AND SMITH CIVIL GROUP, INC.  
2020 COMPLETED PROJECTS

PROJECT NUMBER	PROJECT NAME	GENERAL CONTRACTOR	OWNER	ENGINEER	START/ FINISH	ON TIME	L/D	LIENS	DESCRIPTION OF WORK	CONTRACT AMOUNT	CHANGE ORDERS	FINAL CONTRACT AMOUNT	AMOUNT SUB CONTRACTED TO OTHERS	% BY BESCH & SMITH
2019-13	Lamb Tall Lane West	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Wilay James LLC./Allen Skinner 2245 St. Johns Avenue Jacksonville, FL 32204	Baker Design Build 219 North Newnan Street 2nd Floor Jacksonville, FL 32202 (904) 559-2648	Oct-19	Yes	NO	NO	Clearing, earthwork, storm drain, underground utilities, base, and paving.	\$282,967.65	\$17,761.47	\$300,729.12	\$46,266.17	85%
	Jacksonville, FL	Office: (904) 260-6393	(904) 612-6278 skinner4469@gmail.com	Jun-20										
2019-15	Dunkin Donuts Bartram Market	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Bartram Market Donuts, LLC. 159 Yellow Bill Lane Ponte Vedra Beach, FL 32082	Taylor and White, Inc. 8556 Historic Kings Rd. S Suite 102 Jacksonville, FL 32257 (904) 346-0671	Dec-19	YES	NO	NO	Erosion control, demolition, earthwork, gravity sewer, storm drain, water main, subgrade, base, paving, concrete, striping, and signage.	\$367,860.90	\$0.00	\$367,860.90	\$118,458.96	68%
	Jacksonville, FL	Office: (904) 260-6393	(860) 539-9903 john@pfact.com	Jul-20										
2019-16	Ashley Lakes Blvd., Phase 2	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Putnam County Board of County Commissioners P.O. Box 758 Palatka, FL 32178	Putnam County Board of County Commissioners Engineering Dept. P.O. Box 758 Palatka, FL 32178	Nov-19	YES	NO	NO	Grading, paving and drainage improvements, clearing and grubbing, base.	\$1,067,518.89	\$76,950.92	\$1,144,469.81	\$207,730.74	82%
	Melrose, FL	Office: (904) 260-6393		Jun-20										
2019-18	Trellmark Phase 2A and 4C	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Six Mile Creek Community Development District 475 West Town Place, Suite 114 St. Augustine, FL 32092	England Thims & Miller, Inc. 14775 Old St. Augustine, Rd Jacksonville, FL 32258 Zach Brecht (904)265-3223 BrechtZ@etminc.com	Dec-19	YES	NO	NO	Curb and concrete repairs, asphalt repairs and final lift.	\$186,391.13	\$0.00	\$186,391.13	\$56,182.68	70%
	St. Augustine, FL	Office: (904) 260-6393		Mar-20										
2020-01	OPUS South Clearing	DiMare Construction 3545 US 1 South St. Augustine, FL 32086	OPUS Group, LLC. 2020 Howell Mill Rd., Suite C316 Atlanta, GA 30318	Matthews Design Group 7 Waldo Street St. Augustine, FL 32084	Jan-20	YES	NO	NO	Clearing, silt fence, temporary construction entrance.	\$44,016.07	\$0.00	\$44,016.07	\$0.00	100%
	St. Augustine, FL	Office: (904)797-3328 Fax: (904) 797-4341		Mar-20										
2020-03	(Twin Creeks) Beaches Electrical Easement	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Twin Creeks Ventures, LLC. One Town Center Road, Suite 600 Boca Raton, FL 33486	Prosser, Inc. 13902 Sutton Park Drive S, Suite 200 Jacksonville, FL 32224 Ryan Wellsbacher (904) 739-3655 ryanw@prosserinc.com	Mar-20	YES	NO	NO	Demolition, clearing and grubbing, erosion control, earthwork, storm drain, base and paving, curb, sidewalk, striping and signage, and grassing.	\$77,803.74	\$0.00	\$77,803.74	\$0.00	100%
	St. Johns, FL	Office: (904) 260-6393		Apr-20										
2020-07	Lakeside Jr. High Parking Lot Improvement Project	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Clay County School Board 900 Walnut Street Green Cove Springs, FL 32043 David Kramer (904) 336-6849	Michele M. Agee, P.O., P.A. 1329 C Kingsley Ave. Orange Park, FL 32073 Michele Agee (904) 264-9914	Mar-20	YES	NO	NO	Demolition, clearing and grubbing, erosion control, earthwork, storm drain, base and paving, curb, sidewalk, striping and signage, and grassing.	\$286,166.14	\$2,950.77	\$289,116.91	\$146,081.19	49%
	Orange Park, FL	Office: (904) 260-6393 Fax: (904) 338-0226	david.kramer@myoneclay.net	mmagee@bellsouth.net	Jul-20									

2019-08	Baymeadows Park	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Baymeadows Park, LLC. 2300 Marshpoint Rd., Suite 202 Neptune Beach, FL 32266	Kimley-Horn 12740 Gran Bay Parkway W., Suite 2350 Jacksonville, FL 32258 Thomas Inman (904) 828-3900  <a href="mailto:thomas.inman@kimley-horn.com">thomas.inman@kimley-horn.com</a>	Dec-19	YES	NO	NO	Demolition, clearing and grubbing, erosion control, earthwork, storm drain, gravity sewer, fire main, watermain, base and paving, curb and sidewalk, striping and signage, landscape and irrigation, electrical, and grassing.	\$2,307,050.81	\$71,263.01	\$2,378,313.82	\$998,309.54	58%
	Jacksonville, FL	Office: (904) 260-6393  Fax: (904) 338-0226		Dec-20										
2020-04	Treaty Oaks PH 2 Units 4 & 5	WG Pitts Group, Inc. 9250 Baymeadows Rd., Suite 350 Jacksonville, FL	Double Eagle Development, LLC. 9250 Baymeadows Rd., Suite 350 Jacksonville, FL 32256	Kimley-Horn 12740 Gran Bay Parkway W., Suite 2350 Jacksonville, FL 32258 Chris Reuther (904) 828-3900 <a href="mailto:chris.reuther@kimley-horn.com">chris.reuther@kimley-horn.com</a>	Mar-20	YES	NO	NO	Demolition, clearing and grubbing, erosion control, earthwork, storm drain, gravity sewer, base and paving, curb and sidewalk, striping and signage, and grassing.	\$1,227,343.00	\$64,925.00	\$1,292,268.00	\$175,012.26	86%
	St. Augustine, FL	Office: (904) 260-3499  Fax: (904) 338-0226		Dec-20										
2020-12	CWSC Parking Improvements PH 2	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	JEA 21 W. Church Street Jacksonville, FL 32202 William Breadon (904) 665-4285 <a href="mailto:breaawa@jea.com">breaawa@jea.com</a>	John R. Barnard & Associates, Inc. 4453 Shirley Avenue Jacksonville, FL 32210	Jul-20	YES	NO	NO	Demolition, clearing and grubbing, erosion control, earthwork, potable water, base and paving, curb and sidewalk, striping and signage, electric, and grassing.	\$542,407.98	\$13,759.87	\$556,167.85	\$269,628.96	52%
	Jacksonville, FL	Office: (904) 260-6393 Fax: (904) 338-0226		Dec-20										

PROJECT HISTORY OF BESCH AND SMITH CIVIL GROUP, INC.  
2021 COMPLETED PROJECTS

PROJECT NUMBER	PROJECT NAME	GENERAL CONTRACTOR	OWNER	ENGINEER	START/ FINISH	ON TIME	L/D	LIENS	DESCRIPTION OF WORK	CONTRACT AMOUNT	CHANGE ORDERS	FINAL CONTRACT AMOUNT	AMOUNT SUB CONTRACTED TO OTHERS	% BY BESCH & SMITH
2020-15	St. Johns River State College Pavement Project	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	St. Johns River State College 5001 St. Johns Avenue Palatka, FL 32177	Donald Ellington, P.E. SJRSC Engineer 6973 SW 16th Avenue Gainesville, FL 32607 (352) 838-5654 DornieEllington@sjrstate.edu	Feb-21	Yes	No	No	Removal and Replacement of curb, sidewalk, and asphalt.	\$52,367.00	\$0.00	\$52,367.00	\$3,059.44	94%
	Orange Park, FL.	Office: (904) 260-8383 Fax: (904) 338-0226	Mike Canaday Mikecanaday@sjrstate.edu	Feb-21										
2021-02	Dunkin at The Fountains	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Fountains Donuts, LLC. 159 Yellow Bill Lane Ponte Vedra Beach, FL 32082	Taylor and White 9559 Historic Kings Road Jacksonville, FL 32257 Barry Rohrer (904) 346-0671 Barry.Rohrer@tayloran	Aug-21	Yes	No	No	Earthwork, water main, gravity sewer, storm drainage, base, paving, striping, signage, and grassing.	\$359,196.00	\$4,949.00	\$364,145.00	\$89,535.00	75%
	St. Augustine, FL.	Office: (904) 260-8383 Fax: (904) 338-0226	John Griffey (904) 539-9903 john@pashljohnsdl.com	Oct-21										
2020-08	Shearwater Phase 3A CM@ Site Construction	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	Trout Creek Community Development District/Ashford Mills Owner VII, LLC. 2806 N. Fifth Street Unit 403 St. Augustine, FL 32084 David Roane (904) 438-6270 cdr@troutcreekcommunities.com	Prosser, Inc. 13901 Sutton Park Drive S., Suite 200 Jacksonville, FL 32224 Greg WRI (904) 739-3655 gwri@prosserinc.com	Aug-20	YES	NO	NO	Demolition, clearing and grubbing, earthwork, storm drain, water main, gravity sewer, base and paving, curb, striping and signage, and grassing.	\$7,235,904.19	\$0.00	\$7,235,904.19	\$2,007,121.82	72%
	St. Augustine, FL	Office: (904) 260-8383 Fax: (904) 338-0226		Dec-21										
2020-04	Treaty Oaks PH 2 Units 4 & 5	WG Pitts Group, Inc. 9250 Baymeadows Rd., Suite 350 Jacksonville, FL 32256	Double Eagle Development, LLC. 9250 Baymeadows Rd., Suite 350 Jacksonville, FL 32256 Todd White (772) 219-8933 twhite@inspirednrcconstruction@gmail.com	Kimley-Horn & Associates, Inc. 12740 Gran Bay Parkway W, Suite 235 Jacksonville, FL 32258 Chris Reuther 904 828 3927 Chris.Reuther@kimley-horn.com	Feb-20	YES	NO	NO	Demolition, clearing and grubbing, base and paving, curb, gravity sewer, storm drain, striping and signage, and grassing.	\$1,227,343.00	\$80,957.00	\$1,308,300.00	\$140,280.66	88%
	St. Augustine, FL	Office: (904) 260-3499		Oct-20										
2020-12	CWBC Parking Improvements PH 2	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	JEA 21 W. Church Street Jacksonville, FL 32202 William Breacon (904) 685-4285 wbreacon@jea.com	John R. Barnard & Associates, Inc. 4453 Shibley Avenue Jacksonville, FL 32210	Jul-20	YES	NO	NO	Demolition, clearing and grubbing, erosion control, earthwork, potable water, base and paving, curb and sidewalk, striping and signage, electric, and grassing.	\$542,407.98	\$13,759.87	\$556,167.85	\$269,628.86	52%
	Jacksonville, FL	Office: (904) 260-8383 Fax: (904) 338-0226		Dec-20										
2020-11	Wildwood Drive at US-1 (SR-5) Intersection Improvements	Besch and Smith Civil Group, Inc. 345 Cumberland Industrial Ct. St. Augustine, FL 32095	SJO Purchasing Department 500 Sen Sebastian View St. Augustine, FL 32084 Office: (904) 209-0805 publicrecords@sejcl.us	Element Engineering Group 1713 E. 9th Avenue Tampa, FL 33605 Derek M. Gil, P.E. (813) 385-2101	Aug-20	YES	NO	NO	Earthwork, storm drain, utilities, base, paving, concrete, striping and signage, electrical.	\$1,152,723.70	-\$7,845.62	\$1,144,878.08	\$795,545.06	33%
	St. Augustine, FL.	Office: (904) 260-8383 Fax: (904) 338-0226		Feb. 2021										



June 8, 2022

**To: St. Johns County Purchasing Department**

**Re: Holmes Blvd & King Street**

By corporate resolution, the following individuals are authorized to sign on behalf of Besch and Smith Civil Group, Inc.

Nicole Besch- President  
Barry Besch- Vice President

If you have any questions, please contact our office.

Sincerely,

Nicole Besch- President

Besch & Smith Civil Group Inc.

345 Cumberland Industrial Ct.  
St. Augustine, FL 32095  
P 904-260-6393  
F 904-338-0226

**BESCH AND SMITH CIVIL GROUP, Inc.**

345 Cumberland Industrial Court  
St. Augustine, FL 32095  
[www.beschandsmith.com](http://www.beschandsmith.com)

904-260-6393 phone  
904-338-0226 fax

A Florida Corporation  
Year incorporated: 2011

FEID# 45-3168567

D&B #011513965

Principals	Position	Home Address
Nicole Besch	President	414 Pleasant Colony Lane Elkton, FL. 32033
Barry Besch	Vice President	414 Pleasant Colony Lane Elkton, FL. 32033

Bank References
[REDACTED]

**TRADE REFERENCES**

Name	Address	Phone	Fax
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**BESCH AND SMITH CIVIL GROUP INC**

**LIST OF OWNED EQUIPMENT**

YEAR	MANUFACTURER	MODEL	TYPE	CONDITION	LOCATION
2003	WESTERN STAR	4900EX	SEMI TRAILER	GOOD	HOME OFFICE ST. JOHNS COUNTY
2000	STERLING	L7500	WATER TRUCK	GOOD	HOME OFFICE ST. JOHNS COUNTY
2003	DYNAPAC	CA150	ROLLER	GOOD	HOME OFFICE ST. JOHNS COUNTY
	18' TOWMASTER	T-14D	TRAILER	GOOD	HOME OFFICE ST. JOHNS COUNTY
	18' MAUER DECK		TRAILER	GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	613C	TRACTOR SCRAPER	GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	289D	SKID STEER CTL	GOOD	HOME OFFICE ST. JOHNS COUNTY
	INGERSOL RAND	SD40D	ROLLER	GOOD	HOME OFFICE ST. JOHNS COUNTY
	SAKAI	R2H-4	ROLLER	GOOD	HOME OFFICE ST. JOHNS COUNTY
	MWI	6" SILENT PARTNER	PUMP	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2004	CASE	586G	FORKLIFT	GOOD	HOME OFFICE ST. JOHNS COUNTY
2010	CAT	305C	EXCAVATOR	GOOD	HOME OFFICE ST. JOHNS COUNTY
2011	JOHN DEERE	524K	LOADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
2011	JOHN DEERE	524K	LOADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	JOHN DEERE	544K	LOADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	JOHN DEERE	544K	LOADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	TEREX	RS350	MIXER	GOOD	HOME OFFICE ST. JOHNS COUNTY
2013	CAT	120M	MOTORGRADER	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	TAMPO		TRAFFIC ROLLER	GOOD	HOME OFFICE ST. JOHNS COUNTY
2014	JOHN DEERE	333E	COMPACT TRAFFIC LOADER	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	ROSCO		BROOM	GOOD	HOME OFFICE ST. JOHNS COUNTY
	ROSCO		BROOM	GOOD	HOME OFFICE ST. JOHNS COUNTY
2008	BOMAG	BW124D	SINGLE DRUM VIBRATORY ROLLER	GOOD	HOME OFFICE ST. JOHNS COUNTY
2013	CAT	924K	WHEEL LOADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
2013	CAT	924K	WHEEL LOADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
2008	DYNAPAC	CA144D	SINGLE DRUM VIBRATORY ROLLER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	DYNAPAC	CA2500	ROLLER	GOOD	HOME OFFICE ST. JOHNS COUNTY
	DYNAPAC	CP142 9	WHEEL ROLLER	GOOD	HOME OFFICE ST. JOHNS COUNTY
	DYNAPAC	CS141	ROLLER	GOOD	HOME OFFICE ST. JOHNS COUNTY
	HITACHI	245ZXL-5	EXCAVATOR	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	CAT	305 E	EXCAVATOR	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	CAT	305 D	EXCAVATOR	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	CAT	305 E2	EXCAVATOR	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	CAT	312EL	EXCAVATOR	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	CAT	D5K	DOZER	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	CAT	D5K	DOZER	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2014	JOHN DEERE	550K	DOZER	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2014	JOHN DEERE	550K	DOZER	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	JOHN DEERE	550K	DOZER	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2008	VOLVO	SD45D	VIBRATORY ROLLER	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	CAT	12H	MOTORGRADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	330	EXCAVATOR	GOOD	HOME OFFICE ST. JOHNS COUNTY
	VOLVO	L70H	LOADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	JOHN DEERE	300GLC	EXCAVATOR	GOOD	HOME OFFICE ST. JOHNS COUNTY
	JOHN DEERE	5525	TRACTOR	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	MASSEY FERGUSON	471	TRACTOR	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	HAYBUSTER	2620		VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	938	LOADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	308	EXCAVATOR	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	336	HYDRAULIC EXCAVATOR	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	M5315	WHEELED EXCAVATOR	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	CS44	VIBRATORY COMPACTOR	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	613C	PAN TRACTOR SCRAPER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	938M	WHEEL LOADER	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CAT	D3	DOZER W/ GPS	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	FREIGHTLINER		WATER TRUCK	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	CHALLENGER		AG TRACTOR	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	KOMATSU	290	EXCAVATOR	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	HARROW		ATTACHMENT	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
2012	INTERNATIONAL	4400	WATER TRUCK	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
	FREIGHTLINER		WATER TRUCK	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY

2016	CAT	CT660	TANDEM DUMP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2016	CAT	CT660	TANDEM DUMP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2012	TOYOTA	TACOMA	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2008	CHEVROLET	SILVERADO	PICKUP TRUCK	VERY GOOD	HOME OFFICE ST. JOHNS COUNTY
2014	DODGE	RAM	PIPE TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2014	DODGE	RAM	PIPE TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2013	DODGE	RAM	PIPE TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2015	DODGE	RAM	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2015	DODGE	RAM	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2015	DODGE	RAM 1500	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2016	DODGE	RAM	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2016	DODGE	RAM	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2013	CHEVROLET	SILVERADO	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
	JEEP	WRANGLER	SUV	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2017	FORD	F-150	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2017	FORD	F-350	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2017	DODGE	RAM	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2018	CHEVROLET	SILVERADO	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2019	DODGE	RAM	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2019	DODGE	RAM 5500	PIPE TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2020	INTERNATIONAL		ROLLOFF	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2020	DODGE	RAM 5500	PIPE TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2021	FORD	F-550	PIPE TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2021	FORD	F-550	PIPE TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2022	WESTERN STAR		SEMI TRAILER	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2021	FORD	F-150	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2021	FORD	F-350	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2021	CHEVROLET	SILVERADO	PICK UP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY
2021	CHEVROLET	SILVERADO	PICKUP TRUCK	EXCELLENT	HOME OFFICE ST. JOHNS COUNTY

ATTACHMENT I

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

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

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: \_\_\_\_\_

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

- 2. List all pending litigation and or arbitration.  
litigation pending (automobile) "see attached"

- 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.  
N/A

- 4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.  
N/A

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

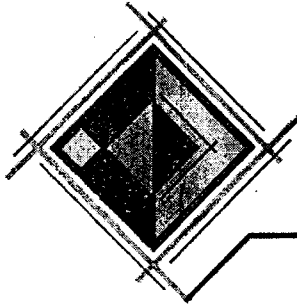
- 6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, please explain why? N/A

- 7. List the status of all pending claims currently filed against your company:  
N/A

**Liquidated Damages**

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

(Use additional or supplemental pages as needed)



# BESCH & SMITH CIVIL GROUP INC.

May 11, 2022

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

**Re: Besch and Smith Civil Group Inc. Contractor Prequalification Certificate Renewal  
Statement of Claims and Litigation**

I, Nicole Besch, am president of Besch and Smith Civil Group Inc. Besch. Besch and Smith Civil Group has no history of construction litigation or claims in the past five years. Besch and Smith has one auto litigation claim which is currently pending. Our driver was not ticketed, and we don't believe the driver was at fault.

Signature: Nicole Besch  
Printed Name: Nicole Besch

Sworn to and subscribed before me this 22 day of June, 20 22.

Personally Known X

Thomas A. Howard  
Notary Public-State of \_\_\_\_\_

Or Produced identification \_\_\_\_\_

**THOMAS A. HOWARD**  
Notary Public, State of Florida  
My Comm. Expires 01/07/24  
Commission No. GG928200

\_\_\_\_\_  
(Type of Identification)

commission expires 1/7/24

\_\_\_\_\_  
(Printed, typed, or stamped commissioned name of Notary Public)

ATTACHMENT J

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

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

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

1. The business address of 345 Cumberland Industrial Ct. St. Augustine, FL. 32095 (name of Offeror or business) is Besch and Smith Civil Group, Inc.
2. My relationship to Besch and Smith Civil Group, Inc. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
- ~~7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

DATED this 22 day of June, 2022.

Nicole Besch  
 Signature of Affiant  
Nicole Besch  
 Printed Name of Affiant  
President  
 Printed Title of Affiant  
Nicole E Besch  
 Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 22 day of June, 2022, by Nicole Besch, who is personally known to me or has produced \_\_\_\_\_ as identification.

THOMAS A. HOWARD  
Notary Public, State of Florida  
My Comm. Expires 01/07/24  
Commission No. GG928290

Thomas A. Howard  
Notary Public  
My Commission Expires: \_\_\_\_\_

ATTACHMENT K

**NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Qualification issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to the Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Nicole Besch

SIGNATURE: Nicole Besch

TITLE: President

DATE: 6/8/22

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Besch and Smith Civil Group, Inc.

ATTACHMENT L

**E-VERIFY AFFIDAVIT**

STATE OF Florida  
COUNTY OF St. Johns

I, Nicole Besch (hereinafter "Affiant"), being duly authorized by and on behalf of Besch and Smith Civil Group, Inc. (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. Bid No 22-95 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Contractor's breach.

DATED this 22<sup>nd</sup> day of June, 2022

Nicole Besch  
Signature of Affiant

Nicole Besch  
Printed Name of Affiant

President  
Printed Title of Affiant

Nicole Elaine Besch  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 22 day of June, 2022 by Nicole Besch, who is personally known to me or has produced \_\_\_\_\_ as identification.

Thomas A. Howard  
Notary Public  
Notary Public, State of Florida  
My Commission Expires: 1/7/24  
Commission No. GG928290

ATTACHMENT M

**LOCAL PREFERENCE**

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "J" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "J".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- Must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

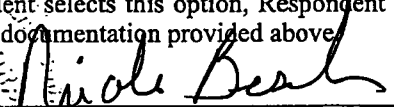
If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual ABX

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.


Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual \_\_\_\_\_

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.


  
 Signature - Authorized Respondent Representative

Nicole Besch - President  
Printed Name & Title


06/08/22  
Date of Signature

-  via I-95 S 23 min  
Fastest route, the usual traffic 17.7 miles

---

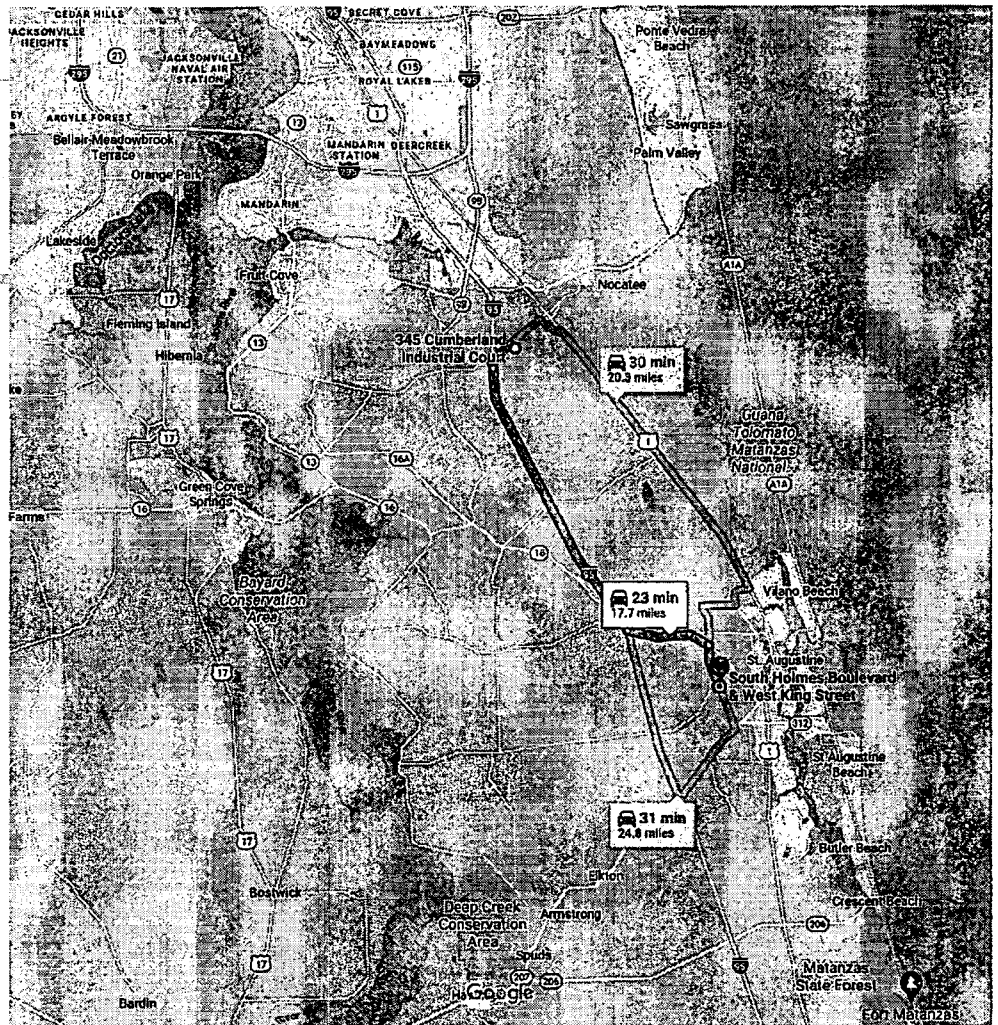
-  via US-1 S 30 min  
20.3 miles

---

-  via I-95 S and State Rd 207 31 min  
24.8 miles

Explore S Holmes Blvd & W King St

Restaurants Hotels Gas stations Parking Lots More



BID NO: 22-95

ATTACHMENT N

**CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT**

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

By: Nicole Besch

Besch and Smith Civil  
Bidder Group Inc.

6/8/22  
Date

Nicole Besch

Authorized Signature

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</b> <b>Besch and Smith Civil Group, Inc.</b>	
<b>2 Business name/disregarded entity name, if different from above</b> 	
<b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b>  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5 Address (number, street, and apt. or suite no.) See instructions.</b> <b>345 Cumberland Industrial Ct.</b>	Requester's name and address (optional)
<b>6 City, state, and ZIP code</b> <b>Saint Augustine, FL. 32095</b>	
<b>7 List account number(s) here (optional)</b>	

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
4	5	-	3	1	6	8	5	6	7

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Audie Besch</i>	Date ▶ <i>5/11/22</i>
------------------	---	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identityTheft](http://www.irs.gov/identityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BID NO: 22-95

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Besch and Smith Civil Group Inc as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Bid Amount Dollars (\$ 5% of bid ) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated June 22, 2022.

For  
**ROADWAY AND INFRASTRUCTURE IMPROVEMENTS -**  
**NORTH HOLMES BOULEVARD AND KING STREET EXTENSION INTERSECTION**  
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this ~~20th~~ day of June A.D., 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 22-95

WITNESSES:

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

WITNESSES:

Nicole Bern  
[Signature]  
[Signature]

PRINCIPAL:

Besch and Smith Civil Group Inc

NAME OF FIRM:

Nicole Bern  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

President  
TITLE

345 Cumberland Industrial Court

BUSINESS ADDRESS

St Augustine FL 32095

CITY

STATE

WITNESS:

[Signature]

SURETY:

Merchants Bonding Company (Mutual)  
CORPORATE SURETY

[Signature]  
ATTORNEY-IN-FACT (AFFIX SEAL)

PO Box 14498

BUSINESS ADDRESS

Des Moines IA 50361

CITY


STATE

Cecil W Powell & Company Inc.

NAME OF LOCAL INSURANCE AGENCY

**ATTACHMENT C**  
**CERTIFICATES AS TO CORPORATE PRINCIPAL**

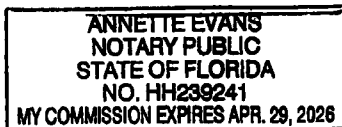
I, Barry Besch, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Nicole Besch who signed the said bond on behalf of the Principal, was then Secretary of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond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

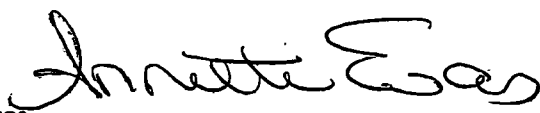
  
Secretary Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this 20th day of June 2022, A.D.



NOTARY PUBLIC   
State of Florida-at-large

My Commission Expires: 4-29-22

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

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

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

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

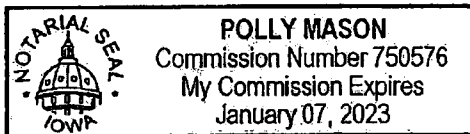


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

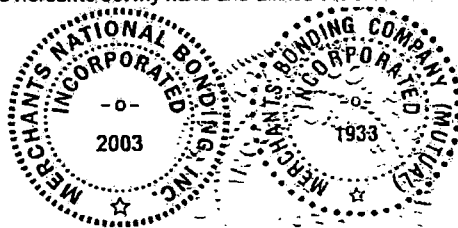


*Polly Mason*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of June, 2022.



*William Warner Jr.*  
Secretary



## St. Johns County Board of County Commissioners

Purchasing Division

June 1, 2022

### ADDENDUM #3

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: BID No. 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection**

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications and/or supplemental information provided in all issued addenda with the submitted Bid. Addenda must be acknowledged in the Submitted Bid.

#### REVISIONS/CLARIFICATIONS:

##### A. CHANGE TO BID DUE DATE:

The Bid Due Date has been extended as follows:

Submittal Due Date: June 22, 2022 at 2:00 PM EDST

**THE BID DUE DATE HAS BEEN CHANGED TO JUNE 22, 2022 AT 2:00 P.M. EDST**

#### **Acknowledgment**

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

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

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

**END OF ADDENDUM NO. 3**



## St. Johns County Board of County Commissioners

Purchasing Division

May 31, 2022

### ADDENDUM #2

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: BID No. 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection**

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications and/or supplemental information provided in all issued addenda with the submitted Bid. Addenda must be acknowledged in the Submitted Bid.

### REVISIONS/CLARIFICATIONS:

#### A. QUESTIONS:

1. How shall the temporary roadway be built? There is no detail, no base and asphalt thickness given. Please advise.

**Answer: Pursuant to Traffic Control General Notes #7 on DWG No. TC1: "All Temporary pavement shall be a minimum of 6" of Limerock plus 2" of asphalt. The Contractor shall be responsible for maintaining all temporary pavement throughout construction.**

**THE BID DUE DATE REMAINS JUNE 8, 2022 AT 2:00 P.M. EDST**

#### **Acknowledgment**

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

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

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

**END OF ADDENDUM NO. 2**



## St. Johns County Board of County Commissioners

Purchasing Division

May 23, 2022

### ADDENDUM #1

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: BID No. 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection**

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications and/or supplemental information provided in all issued addenda with the submitted Bid. Addenda must be acknowledged in the Submitted Bid.

### REVISIONS/CLARIFICATIONS:

#### A. CLARIFICATIONS:

1. The majority of the County right-of-way in the project area has already been cleared of vegetation.
2. Exhibit C –Topographic Survey Map of a portion of North Holmes Boulevard and King Street Extension has been uploaded to [www.DemandStar.com](http://www.DemandStar.com) and is attached to this Addendum.

#### B. QUESTIONS:

1. Please advise when VMS boards will be required during the project.  
**Answer: VMS boards are required two weeks in advance of the start of construction, and shall remain in place for the duration of construction.**
2. Please confirm King Street Extension can be closed during reconstruction in Phase 1. Is it the intention of the engineer to reconstruct all in phase 1, meaning the road will be closed?  
**Answer: Yes, it is the engineer's intent that the road be closed.**
3. Will the county compensate the contractor should volatile material prices spike outside the norm?  
**Answer: No. Pricing submitted shall remain firm throughout construction. Bidders are to determine pricing based on the current market trend.**

4. Please be advised that we are unable to secure asphalt paving quotes. We can only get current daily pricing. How will the county handle potential price increases?  
**Answer: Bidders are to determine pricing based on the current market trend. Pricing submitted shall remain firm throughout construction.**
  
5. Will time extensions be given for material procurement delays out of our control?  
**Answer: Yes, however, the Contractor must show proof of delays from suppliers.**
  
6. Are there any working days we would not be able to work? For example, holidays and local events?  
**Answer: Any weekend or holiday work will be at the discretion of St. Johns County. Dates of holidays and local events will be provided to the selected Contractor at a pre-construction meeting.**
  
7. Do you have CAD files we can use? If not, can you provide plans that show the existing roadway on the proposed roadway plans?  
**Answer: The existing roadway is shown on the plan/profile sheets (R2 through R9). The existing roadway edge of pavement is west of the Baseline of Construction and is shown as a thin solid line. Attached is a PDF of the survey for the project. The selected Bidder will be provided the CAD files prior to construction.**

**THE BID DUE DATE REMAINS JUNE 8, 2022 AT 2:00 P.M.**

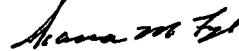
**Acknowledgment**

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

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

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

Sincerely,



Diana M. Fye, BAS, CPPB  
Senior Procurement Coordinator

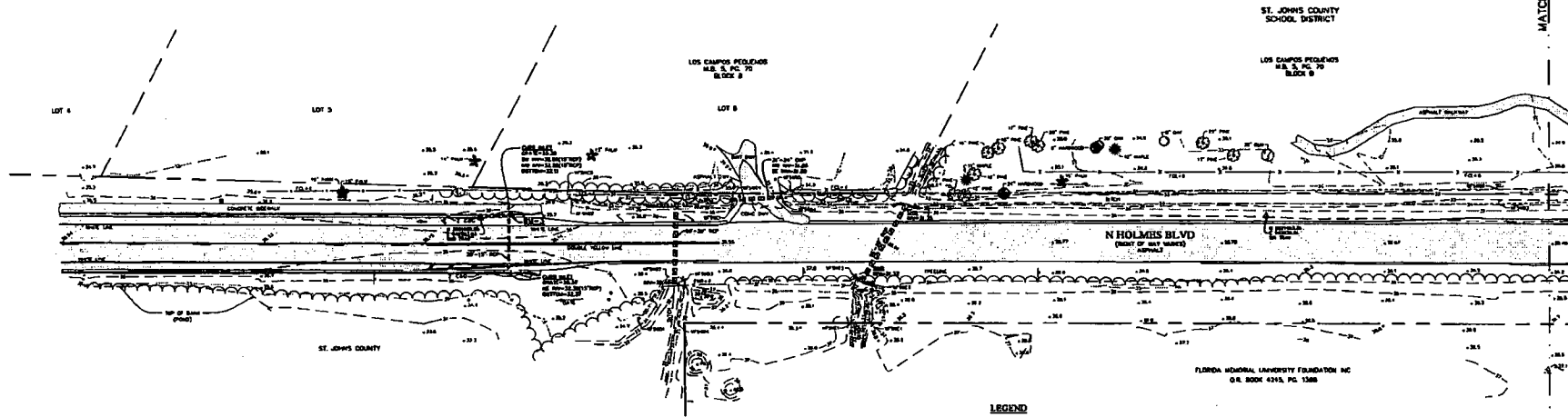
**END OF ADDENDUM NO. 1**

# 22-95 EXHIBIT C

## MAP SHOWING A TOPOGRAPHIC SURVEY OF A PORTION OF NORTH HOLMES BOULEVARD AND KING STREET EXT. LYING IN SECTIONS 14, 42 & 43, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA. FOR: ST. JOHNS COUNTY ENGINEERING DIVISION

### SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011. ST. JOHNS COUNTY GEODETIC NETWORK CONTROL POINTS 13-7 AND 13-12, 803.7873"E.
5. ELEVATIONS BASED ON NAVD 83, FEET, BY APX.
6. BENCHMARK BASIN: NDB BENCHMARK A 322 ELEVATION = 14.83 FEET.
7. PIPE SIZE, MATERIAL AND INVERTS ARE AS BEST ASCERTAINED DUE TO FIELD CONDITIONS.
8. THE HATCHED FEATURES LOCATED AND SHOWN ON THIS SURVEY ARE ALL THOSE WITH ABOVE GROUND INDICATORS.
9. THE PROPERTY LINES AND RIGHT OF WAYS SHOWN ON THIS SURVEY ARE BASED ON SURVEYS BY OTHERS, PLATS, ADJOINING DEEDS, AND FIELD AGUMENTATION.
10. THE WETLAND FLUSH AND LINES SHOWN ON THIS SURVEY WERE FLAGGED BY LAURA CONYER CRAIG, WITH JAMES EDWARDS, AND WERE LOCATED AND LABELED AS FOUND IN THE FIELD. DO NOT USE ELEVATIONS ON WETLAND FLAG POINTS FOR DESIGN.
11. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN JANUARY 2019.
12. ROAD STRIPES LOCATED ONLY IN SPECIFIED AREAS, AS FOR THE ST. JOHNS COUNTY ENGINEERING DIVISION.




**BENCHMARK A**  
2" X 4" SIGN IN THE CENTER OF A CURB PILE: 18 FEET EAST FROM THE CENTERLINE OF N. HOLMES BLVD, 148 FEET NORTH FROM THE CENTERLINE OF A CONCRETE/ASPHALT DRIVEWAY TO RESIDENCE NUMBERS 250, 252, 254. ELEVATION = 35.84 (NAVD 88 FEET)

**BENCHMARK SJC POINT ID: 1858**  
LARGE MAG SIGN WITH DISC "ST. JOHNS COUNTY" FOUND IN THE NORTHWEST FACE OF A WOOD UTILITY POLE; LOCATED AT THE SOUTHWEST CORNER OF N. HOLMES BLVD AND SANATORIUM AVE, 59 FEET EAST FROM THE CENTERLINE OF N. HOLMES BLVD, 36 FEET SOUTH FROM THE CENTERLINE OF SANATORIUM AVE, 12 FEET SOUTHWEST FROM A CATCH BASIN. ELEVATION = 37.25 (NAVD 88 FEET)

**BENCHMARK SJC POINT ID: 1859**  
LARGE MAG SIGN WITH DISC "ST. JOHNS COUNTY" FOUND IN THE WEST FACE OF A WOOD UTILITY POLE AT THE SOUTHWEST CORNER OF N. HOLMES BLVD AND KING STREET EXT, 32 FEET EAST FROM THE CENTERLINE OF N. HOLMES BLVD, 40 FEET SOUTH FROM THE CENTERLINE OF KING STREET EXT, 87 FEET SOUTH FROM THE CORNER OF A 6 FOOT CHAIN LINK FENCE. ELEVATION = 36.32 (NAVD 88 FEET)

### LEGEND

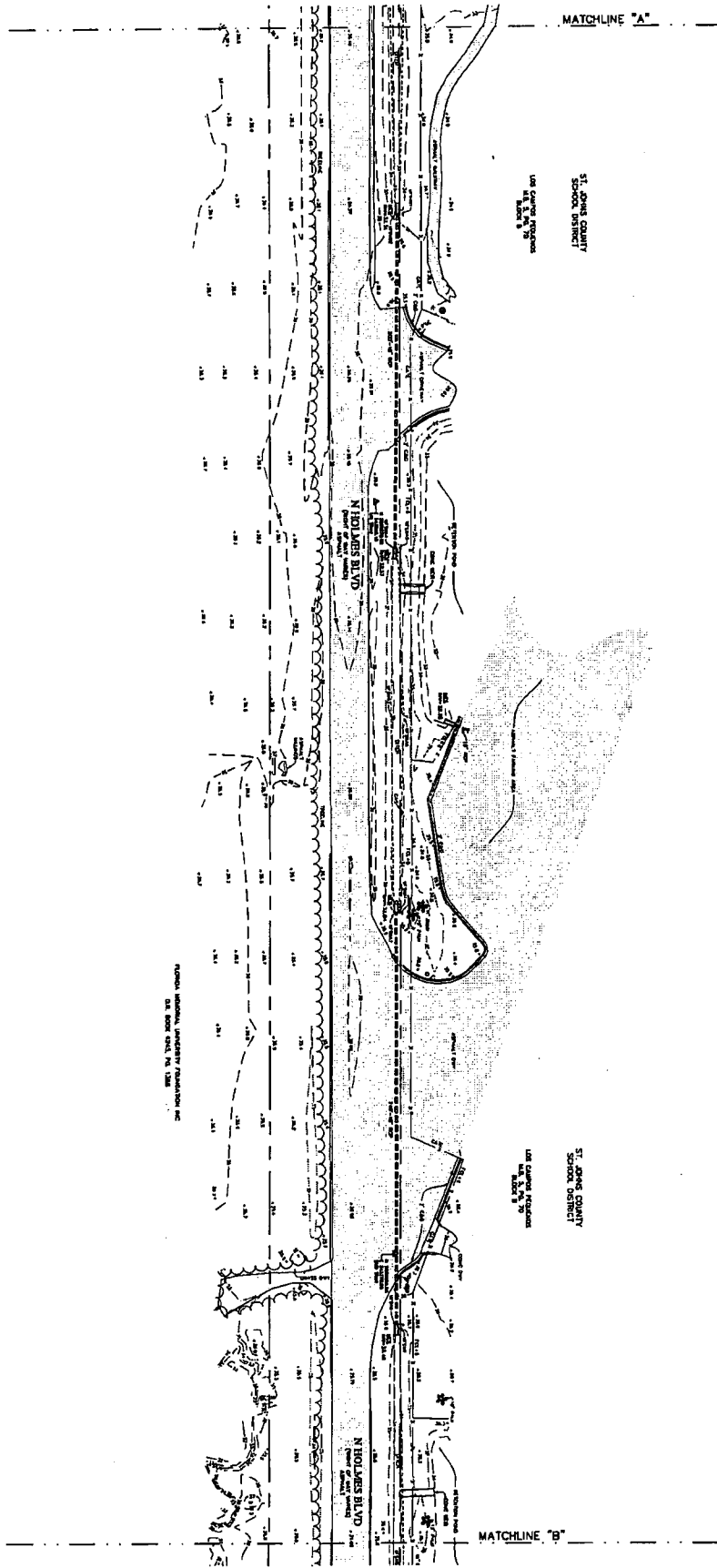
440	ROAD & DRIVE	445	POST FOUND WITH NO MARKETS
441	VERTICAL CURVE/ADJUSTMENT	446	WELL
442	CONCRETE	447	REINFORCED CONCRETE PIPE
443	WETLAND	448	PIPE WITH CHAIN LINK FENCE
444	WOOD UTILITY POLE	449	CONCRETE PIPE
445	WOOD UTILITY POLE WITH SIGN AND/OR	450	CONCRETE PIPE
446	CONCRETE UTILITY POLE	451	CONCRETE UTILITY POLE
447	CONCRETE UTILITY POLE	452	CONCRETE UTILITY POLE
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495	CONCRETE UTILITY POLE	500	CONCRETE UTILITY POLE



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
SURVEYING AND MAPPING DIVISION  
600 SAN SEBASTIAN VUE  
ST. AUGUSTINE, FLORIDA 32084  
PATRICIA GALT, CLUTTER P.E., M.S., No. 4846  
Phone (904) 201-0770 Email: galtw@sjcfla.gov

AUDIT/REVISIONS	TO SHOW ADDITIONAL TOP	TO SHOW WETLAND PLAYS	
	4/7/21	7/8/21	
NORTH HOLMES BLVD NORTH OF KING STREET			DATE OF FIELD SURVEY: JANUARY 30, 2020
TOPOGRAPHIC SURVEY			

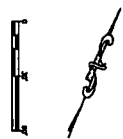
DRAWN BY: J. MARRAS  
FILE NUMBER: S-1857  
SHEET NO. 1  
OF 4



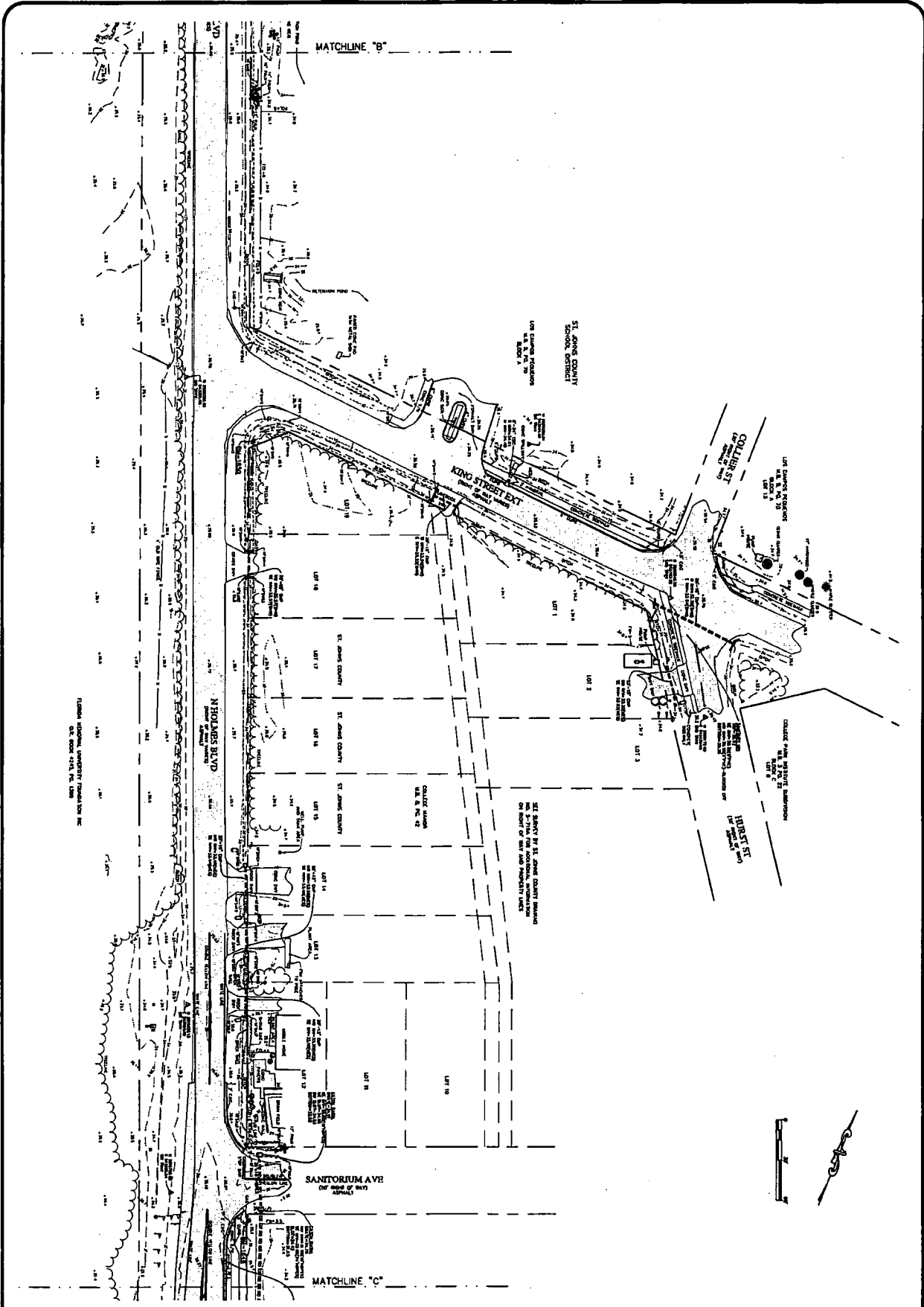
ST. JOHNS COUNTY  
SCHOOL DISTRICT  
DATE SECTION  
BLOCK 9

ST. JOHNS COUNTY  
SCHOOL DISTRICT  
DATE SECTION  
BLOCK 9

FEDERAL NATIONAL AUTOMATIC FUNDING  
DATE FROM STATE FUNDING



P. 4 T. 34 N. 12 W. SECTION 34, T. 34 N., R. 12 W. CORNER 1 - 1/4 SECTION	NORTH HOLMES BLVD NORTH OF KING STREET	AMENDMENTS <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>					SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGEND, AND NOTES	ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION 500 SAN SEBASTIAN VIEW ST AUGUSTINE, FLORIDA 32084 PATRICIA GAIL OLIVER P.S.M. NO. 4564 Phone (904) 208-0770 Email: goliver@stjohns.net	
TOPOGRAPHIC SURVEY DATE OF FIELD SURVEY: JANUARY 30, 2020									



**NORTH HOLMES BLVD  
NORTH OF KING STREET**

TOPOGRAPHIC SURVEY  
DATE OF FIELD SURVEY: JANUARY 30, 2020

AMENDMENTS	

ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
SURVEYING AND MAPPING DIVISION  
500 SAN SEBASTIAN VIEW  
ST AUGUSTINE, FLORIDA 32084  
PATRICIA GAIL OLIVER P.S.M. NO. 4584  
Phone (904) 208-0770 Email: goliver@jcl.us



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

**BID NO: 22-95**

**ROADWAY AND INFRASTRUCTURE IMPROVEMENTS –  
NORTH HOLMES BOULEVARD AND KING STREET  
EXTENSION INTERSECTION**

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

**BID NO: 22-95; ROADWAY AND INFRASTRUCTURE IMPROVEMENTS –  
NORTH HOLMES BOULEVARD AND KING STREET EXTENSION INTERSECTION**

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  - “B” – Certificate as to Corporate Principal
  - “C” – License/Certification/FDOT Work Class Pre-Qualification List
  - “D” – List of Proposed Sub-Contractors/Suppliers
  - “E” – Conflict of Interest Disclosure Form
  - “F” – Drug-Free Workplace Form
  - “G” – Proof of Insurance
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  - “I” – Claims, Liens, Litigation History
  - “J” – Public Entity Crimes Statement
  - “K” – Non-Collusion Certification
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**EXHIBIT B – CONSTRUCTION PLANS**

**END OF TABLE OF CONTENTS**

**BID NO: 22-95**

# **FRONT END BID DOCUMENTS**

## **INSTRUCTION TO BIDDERS**

**OWNER:** The Board of County Commissioners of St. Johns County, Florida (“County”)

**PROJECT:** BID NO.: 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection

## **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **BIDDER'S REPRESENTATION**

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

### **BID DOCUMENTS**

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

### **INTERPRETATION OR CORRECTION OF BID DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

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

### **SUBSTITUTIONS**

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

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

### **PRE-BID MEETING**

There will be a **Non-Mandatory** Pre-Bid Meeting on **Wednesday, May 18, 2022, 2022** at **10:00 AM** in the Public Works Main Conference Room at the St. Johns County Public Works Department, 2750 Industry Center Road, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Meeting in order to be eligible to submit a bid for this project. Interested firms are highly encouraged to visit the site prior to the Pre-Bid Meeting to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

### **DESIGNATED POINT OF CONTACT**

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

**Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning**

Lobbying”. According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

**QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than Four o’clock (4:00PM) EDST on **Wednesday, May 25, 2022**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

**ADDENDA**

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

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

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein by or before **Wednesday, June 08, 2022 at 2:00 PM EDST**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to SJC Purchasing Division, with the bidder’s return address in top left hand corner and recite: **“BID NO: 22-95; ROADWAY AND INFRASTRUCTURE IMPROVEMENTS – NORTH HOLMES BOULEVARD AND KING STREET EXTENSION INTERSECTION”**

*See Example Below:*

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
---	--

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

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

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

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

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

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

### **BID SECURITY**

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of **five percent (5%) of the Total Lump Sum Bid amount** submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

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

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

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

### **BID BOND INSTRUCTIONS**

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

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

### **BID POSTPONEMENT/CANCELLATION**

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

### **MODIFICATION OR WITHDRAWAL OF BID**

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

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

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

### **COSTS INCURRED BY BIDDERS**

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

### **CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Division bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Division and are included in the County's Purchasing Procedure Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

**Rejection of Bids:** The County shall reject any material, supplies, or equipment that do not meet the specifications provided herein. The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bid Documents or a Bid in any way incomplete or irregular.

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

It is the intent of the County to award to the lowest responsive, responsible Bidder(s), or lowest responsive, responsible Local Bidder, provided the submitted bid is responsive to the requirements of this Request for Bids. The County reserves the right to split the award between multiple low bidders, if doing so provides a cost savings, and serves the best interest of the County.

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

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

### **LOCAL PREFERENCE**

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award.

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

### **MINIMUM QUALIFICATIONS**

Prime Bidder must possess current and valid licenses to conduct business in the State of Florida and appropriately registered to do business in St. Johns County as a Certified General Contractor (CGC) or Certified Underground Utility and Excavation Contractor (CUC), or utilize sub-contractors currently licensed as CGC or CUC in the State of Florida and St. Johns County. Proof of qualifications shall be provided by completing and submitting **Attachment "C"** – License/Certification/FDOT Work Class Pre-Qualification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Additionally, the prime or proposed sub-contractor performing any work in the following work classes shall be currently Florida Department of Transportation (FDOT) pre-qualified: (10) Flexible Paving, (7) Drainage, and (28) Pavement Marking. A letter from FDOT confirming pre-qualification, current at the time of bid submittal, in the required work classes must be submitted under **Attachment "C"** – License/Certification/FDOT Work Class Pre-Qualification List.

Prime Bidder must have successfully completed, at least three (3) projects, in the past five (5) years, equal to or greater than the scope and dollar value of the project specified herein. Minimum experience requirement must be met by the Prime Bidder and not the proposed sub-contractor for this project. The County reserves the right to consider additional or alternate projects as proof of qualifications. Each Bidder must submit **Attachment "H"** – Experience of Bidder Form.

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

### **SUB-CONTRACTORS**

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

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

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

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously

documented project problems, either with performance or quality.

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

### **FLORIDA TRENCH SAFETY ACT**

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. A copy of the form, **Attachment "N"**, is provided in the Bidding Documents.

### **PUBLIC CONSTRUCTION BOND**

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

### **SURETY BOND**

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

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

### **Time of Delivery and Form of Bonds**

The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have three (3) business days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Master Construction Agreement.

### **EXECUTION OF CONTRACT DOCUMENTS**

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

copies from the Contractor.

**CONTRACT TIME – LIQUIDATED DAMAGES**

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

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

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Two Hundred Forty (240)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

**Conditions under which Liquidated Damages are Imposed:**

Should the Contractor or, in case of his default, the Surety fail to achieve Substantial Completion or Final Completion of the Work by its applicable date, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County’s rights of termination and Contractor’s obligation to complete the Work. Should Contractor fall behind the approved Work schedule, the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion, the amount so due as determined by the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000.....	\$964
\$250,000 but less than \$500,000.....	\$1,241
\$500,000 but less than \$2,500,000.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 (plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

**INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of the Work.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff,

employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

The indemnification provisions of this Section shall survive expiration or earlier termination of the Contract.

#### **FORCE MAJEURE; DELAYS**

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

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

#### **CONTRACTOR SAFETY AND HEALTH REQUIREMENTS**

The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such

programs in connection with the performance of the Contract and for adequate maintenance of traffic.

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

**A. OSHA Requirements:**

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

**B. Compliance with Occupational Safety and Health Act:**

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

**C. Training and Education:**

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Welding/Cutting/Brazing
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocutation Hazards.

**D. Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations:**

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

**E. Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)**

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way

**TERMINATION**

The County may, by written notice to Contractor, terminate the awarded Contract in whole or in part at any time for the County's convenience or for the default of the Contractor.

If, at any time, the awarded Contract is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for completion of the required Work if it serves the best interest of the County to do so.

**TAXES**

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

**INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be satisfactory to the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the execution of this Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in

at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

### **GOVERNING LAWS & REGULATIONS**

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

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

### **EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors 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. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor 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), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

### **PUBLIC RECORDS**

- A. 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.

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

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

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

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

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

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

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 22-95**

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

**PROJECT: ROADWAY AND INFRASTRUCTURE IMPROVEMENTS – NORTH HOLMES BOULEVARD AND KING STREET EXTENSION INTERSECTION**

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

**TOTAL LUMP SUM BID PRICE:** (As per plans and specifications – Exhibit A and Exhibit B)

\$ \_\_\_\_\_  
Total Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Total Lump Sum Bid Price (Amount written or typed in words)

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

The Total Lump Sum Bid Price submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Total Lump Sum Bid Price above shall be the final price charged to the County for work performed.

The Lump Sum Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

**BID NO: 22-95**

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

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

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

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

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

**BID NO: 22-95**

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_(Seal)

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

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

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

**BID NO: 22-95**

**ATTACHMENT A**

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

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm’s Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

**BID NO: 22-95**

**ATTACHMENT B**

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

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

**ATTACHMENT C**

**LICENSE / CERTIFICATION LIST**

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

*The bidder shall attach a copy of each current license, certifications, and FDOT Pre-Qualifications listed below to this form.*

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
<b>State of Florida Business License</b>			
<b>Certified General Contractor (CGC)</b>			
<b>Certified Underground Utility and Excavation Contractor (CUC)</b>			
<b>FDOT Pre-Qualification – Flexible Paving</b>			
<b>FDOT Pre-Qualification - Drainage</b>			
<b>FDOT Pre-Qualification – Pavement Markings</b>			



**ATTACHMENT E**

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

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: Bid No 22-95; Roadway and Infrastructure Improvements – North Holmes Boulevard and King Street Extension Intersection

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

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

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

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

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

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

**ATTACHMENT F**

**DRUG-FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:  
Name of Firm

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID NO: 22-95**

**ATTACHMENT G**

**CERTIFICATE(S) OF INSURANCE**

(Attach or insert copy here)

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

**BID NO: 22-95**

**ATTACHMENT H**

**EXPERIENCE OF BIDDER**

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

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** equal to or greater than the scope and dollar value of the project specified herein. The County reserves the right to consider alternate and/or additional projects to demonstrate qualification for this work.

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

By: \_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

<b>DATE OF CONTRACT</b>	<b>CLIENT'S NAME, ADDRESS, PHONE AND EMAIL</b>	<b>CONTRACT AMOUNT</b>	<b>PROJECT AND LOCATION</b>

**ATTACHMENT I**

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

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

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: \_\_\_\_\_

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

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

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

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

**Liquidated Damages**

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

(Use additional or supplemental pages as needed)

**ATTACHMENT J**

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_