

RESOLUTION NO. 2011 - 117

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 11-22 AND TO EXECUTE AN AGREEMENT FOR THE COMPLETION OF IMPROVEMENTS RELATED TO THE DISASTER RECOVERY INITIATIVE (DRI) INFRASTRUCTURE IMPROVEMENT PROJECT

RECITALS

WHEREAS, the County desires to enter into a contract with Progressive Contractors, Inc. to provide services for the Disaster Recovery Initiative (DRI) Infrastructure Improvements Project.; and

WHEREAS, the scope of the project shall consist of multiple improvement projects including Ravenswood Area Drainage Improvements for St. Johns County; Flagler Estates Intersection Improvements; and Town of Hastings Sanitary Sewer Improvements; and

WHEREAS, through the County's formal bid process, Progressive Contractors, Inc. was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project is being funded as part of a Community Development Block Grant (CDBG) Disaster Recovery Initiative (DRI) grant through the Department of Community Affairs (DCA); and

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

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

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

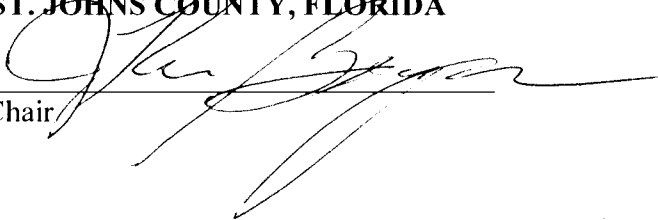
Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 11-22 to Progressive Contractors, Inc. ("Progressive").

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Progressive on behalf of the County for the completion of improvements related to the Disaster Recovery Initiative (DRI) Infrastructure Improvement Project as specifically provided in Bid No 11-22.

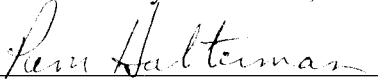
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of May, 2011.

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

By: 
Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 5/5/11

Approved: Initial & Date
Prepared By: _____
Approved By: _____

**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**

1992 EDITION
(REVISED 4/15/10)

These Contract Documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate in order to address contractual concerns.

This Agreement is made _____, 2011 by and between:

St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 (hereafter referred to as the "Owner") and **Progressive Contractors, Inc., 3702 Olson Drive, Daytona Beach, FL 32124 (386) 258-3807 (phone), (386) 258-3788 (fax)** hereinafter referred to as the "Contractor") under seal for Construction of **Bid No. 11-22 Disaster Recovery Initiative (DRI) Infrastructure Improvements** hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any): Progressive Contractors, Inc.'s Bid Proposal dated 3/30/11; Addendums 1 and 2 and Insurances and Bond/s.

(Here list any additional Contract Documents such as addenda special conditions, supplemental conditions, etc.)

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction

industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

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

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

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

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

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

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

1.6 Ownership of Contract Documents

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

ARTICLE II THE WORK

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

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

The general scope of work for these projects shall be as described below:

Ravenswood Area Drainage Improvements: Includes furnishing all labor, material and equipment necessary for the replacement of existing stormwater drainage pipes and installation of a hydrodynamic stormwater treatment system in St. Johns County, Florida. Included in this project are drainage culvert construction, drainage pipe removal, sodding, asphalt pavement construction, restoring and armoring ditches, televising pipes, maintenance of traffic, utility coordination, erosion control, and grant compliance.

Flagler Estates Intersection Improvements: The scope of this project is to furnish all labor, materials, and equipment necessary for the replacement of pipes and addition/repair of sand cement bag headwalls in Flagler Estates, St. Johns County, Florida. Included in this project are drainage culvert construction, drainage pipe removal, sodding, maintenance of traffic, erosion control, and grant compliance.

Town of Hastings Sanitary Sewer Improvements: The scope of this project is to furnish all labor, materials, and equipment necessary for the rehabilitation of sanitary sewer gravity mains in the Town of Hastings, Florida. Included in this project are sliplining of sanitary lines, televising pipes, maintenance of traffic, and grant compliance.

All work shall be bid and performed specifically in accordance with the specifications and drawings.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days of the date of the Notice to Proceed and shall Substantially Complete all Work within **One Hundred & Fifty (150) consecutive calendar days**. Final Completion shall be within **Sixty (60) consecutive calendar days from the date of Substantial Completion**.

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

3.1.2 The Contractor shall pay the Owner the sum of \$ **1,423.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by

the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a **Lump Sum Amount of One Million Two Hundred Thirteen Thousand Four Hundred & Thirty-Three Dollars and XX/Cents (\$1,213,433.00)**. The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

5.2.2 Progress Payments - Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, the Owner shall make progress payments to the Contractor on account of the Contract Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until Owner has issued Final Acceptance.

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

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

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

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

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

5.3 Withheld Payment

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

- a) defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
- b) claims of third parties against the Owner or the Owner's property;
- c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

- d) evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
- e) evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
- f) persistent failure to carry out the Work in accordance with the Contract;
- g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

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

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the

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

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

ARTICLE VII THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

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

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

7.4 Warranty

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

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

7.6 Supervision

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

accept any and all communications from the Owner or Assignees.

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

Name	Function
_____	_____
_____	_____
_____	_____

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

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

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director

the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

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

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

7.13 Safety

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

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

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Project Director

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

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

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

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

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

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

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

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

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

8.2 Claims by the Contractor

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

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

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, wherein the Contract

Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

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

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

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

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

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

(a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

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

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

10.4 Minor Changes

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

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

compensation for accepting defective or nonconforming Work.

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

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

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

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

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

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

- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;

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

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

12.2.2 For Cause

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

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

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

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

13.1.1 The successful Bidder shall indemnify and hold the Owner harmless against all loss, damage, or expense by reason of injury to person or damage to property arising out of the use of or activities on any said premises by the successful Bidder, its agents, representatives, Contractors, Subcontractors, or employees. Prior to commencement of

services under this Contract the successful Bidder's insurance coverage shall comply with the following insurance requirements:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit. Longshoreman's insurance, if applicable, must meet statutory limits.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
 - e. Broad form property damage
 - f. X, C, U and personal injury with employment exclusion deleted
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owned autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$3,000,000.

Builder's Risk Insurance in the form of Property Insurance

- a) Property Insurance shall be in an amount equal to the full replacement cost of the project.
- b) Property Insurance is to insure against the perils of fire and extended coverage and is to include "all risk" insurance to insure for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability, umbrella or excess liability and the builder's risk policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

Insurance companies providing the required insurance coverage's for the successful Bidder must be rated into the current issue of "Bests" Insurance Key Rating Guide at "A" for the policyholder's category and XIII for the financial category to be specifically approved by the Owner.

13.2 Insurance Certificate

A Certificate of Insurance, ***naming the St. Johns County Board of County Commissioners as additional insured on all commercial general liability, business auto liability policies and umbrella/excess liability policies and showing Bid No 11-22 Disaster Recovery Initiative (DRI) Infrastructure Improvements*** shall be required at the signing of the Contract by the Contractor. Certificates of Insurance are to be authorized in writing by an officer of the insurance company or companies, identifying their agent and executed by the agent with a copy of the agent's license by the insurance company attached. The Certificate must reflect the coverage's required by paragraphs 13.1 and 13.2. Certified copies of all policies must accompany the Certificate of Insurance when requested by the County.

The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

ARTICLE XIV MISCELLANEOUS

14.1 GOVERNING LAW

14.1.1 The Contract shall be governed by the law of the place where the Project is located. Venue for any administrative and/or legal action arising under this agreement shall be St. Johns County, Florida.

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in

respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.3 Surety Bonds

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

14.4. Safety of Persons and Property

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

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

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

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

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

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

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

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

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

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

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

ARTICLE XVII **ACCESS TO RECORDS**

17.1 Access To Records (Chapter 119, Florida Statues

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

ARTICLE XVIII **REVIEW OF RECORDS**

18.1 Review of Records

As a conditions of entering into this Agreement/Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the (insert name of other party) authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that (insert name of party) is under no duty to provide access to documentation not related to this Agreement, and/or is otherwise protected by County, State, or Federal law.

Contract No.: Bid No.: 11-22 Disaster Recovery Initiative (DRI) Infrastructure Improvements

Owner

St. Johns County (Seal)

(Typed Name)

By: _____

Signature

Joe Burch, Purchasing Director

Printed Name & Title

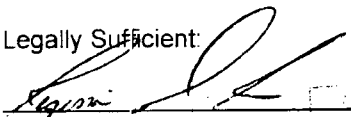
Date of Execution

Cheryl Strickland, Clerk of Courts

By:
Deputy Clerk

Date of Execution

Legally Sufficient:



Assistant County Attorney

Date: 4/14/11 **APR 18 2011**

Contractor

Progressive Contractors, Inc. (Seal)

(Typed Name)

By: _____

Signature

Printed Name & Title

Date of Execution

ADVERTISEMENT BID NO.: 11-22

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, March 30, 2011, by Sharon Haluska, Contract Administrator, (904)209-0156, St. Johns County Purchasing Department located at 2446 Dobbs Road, St. Augustine, Florida 32086 for Disaster Recovery Initiative (DRI) Infrastructure Improvements. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work:

This bid will cover multiple improvement projects as part of a Community Development Block Grant (CDBG) Disaster Recovery Initiative (DRI) grant and as such is subject to all grant requirements for construction contracts as contained in the bid documents including Davis Bacon requirements. These projects include: Ravenswood Area Drainage Improvements for St. Johns County; Flagler Estates Intersection Improvements; and Town of Hastings Sanitary Sewer Improvements. Following is a breakdown of tasks included in each project:

Ravenswood Area Drainage Improvements: Includes furnishing all labor, material and equipment necessary for the replacement of existing stormwater drainage pipes and installation of a hydrodynamic stormwater treatment system in St. Johns County, Florida. Included in this project are drainage culvert construction, drainage pipe removal, sodding, asphalt pavement construction, restoring and armoring ditches, televising pipes, maintenance of traffic, utility coordination, erosion control, and grant compliance.

Flagler Estates Intersection Improvements: The scope of this project is to furnish all labor, materials, and equipment necessary for the replacement of pipes and addition/repair of sand cement bag headwalls in Flagler Estates, St. Johns County, Florida. Included in this project are drainage culvert construction, drainage pipe removal, sodding, maintenance of traffic, erosion control, and grant compliance.

Town of Hastings Sanitary Sewer Improvements: The scope of this project is to furnish all labor, materials, and equipment necessary for the rehabilitation of sanitary sewer gravity mains in the Town of Hastings, Florida. Included in this project are sliplining of sanitary lines, televising pipes, maintenance of traffic, and grant compliance.

The goals for minority and female participation for this project are: Minority participation – 6.9% and Female participation – 21.8%. A list of CDBG recognized or acceptable programs are shown in the Supplemental Conditions contained in the bid documents.

There will be a **Mandatory** Pre-Bid Conference on Monday, March 7, 2011, at 9:00 A.M. at the St. Johns County Purchasing Department located at 2446 Dobbs Road, St. Augustine, Florida 32086. **“Anyone arriving after the scheduled time will not be allowed admittance. Any company not in attendance and signed in at this meeting will not be allowed to submit a bid.”** The deadline for questions for this bid shall be **Thursday, March 17, 2011 at 4:00 P.M.** It is recommended that potential bidders complete a thorough plan review prior to the Pre-Bid Conference.

Copies of Bidding Documents may be obtained from Matthews Design Group, Inc, c/o Scott A. Knowles, P.E., 7 Waldo Street, St. Augustine, FL 32084 (904)826-1334, sknowles@matthewsdesign.net, for the sum of ~~\$100.00~~ per set, which is non-refundable. Make checks payable to Matthews Design Group. Electronic copies of the bid documents will be made available to purchasers of the hardcopy documents.

Any and all technical questions relative to this project shall be directed to Scott A. Knowles, P.E., Matthews Design Group, Inc, 7 Waldo Street, St. Augustine, FL 32084 (904)826-1334, sknowles@matthewsdesign.net. Any and all procurement or bid process questions shall be directed to Sharon Haluska, Contract Administrator, St. Johns County Purchasing Department, (904) 209-0157, shaluska@sjcfl.us. The deadline for all questions shall be Thursday March 17, 2011 at 4:00 P.M.

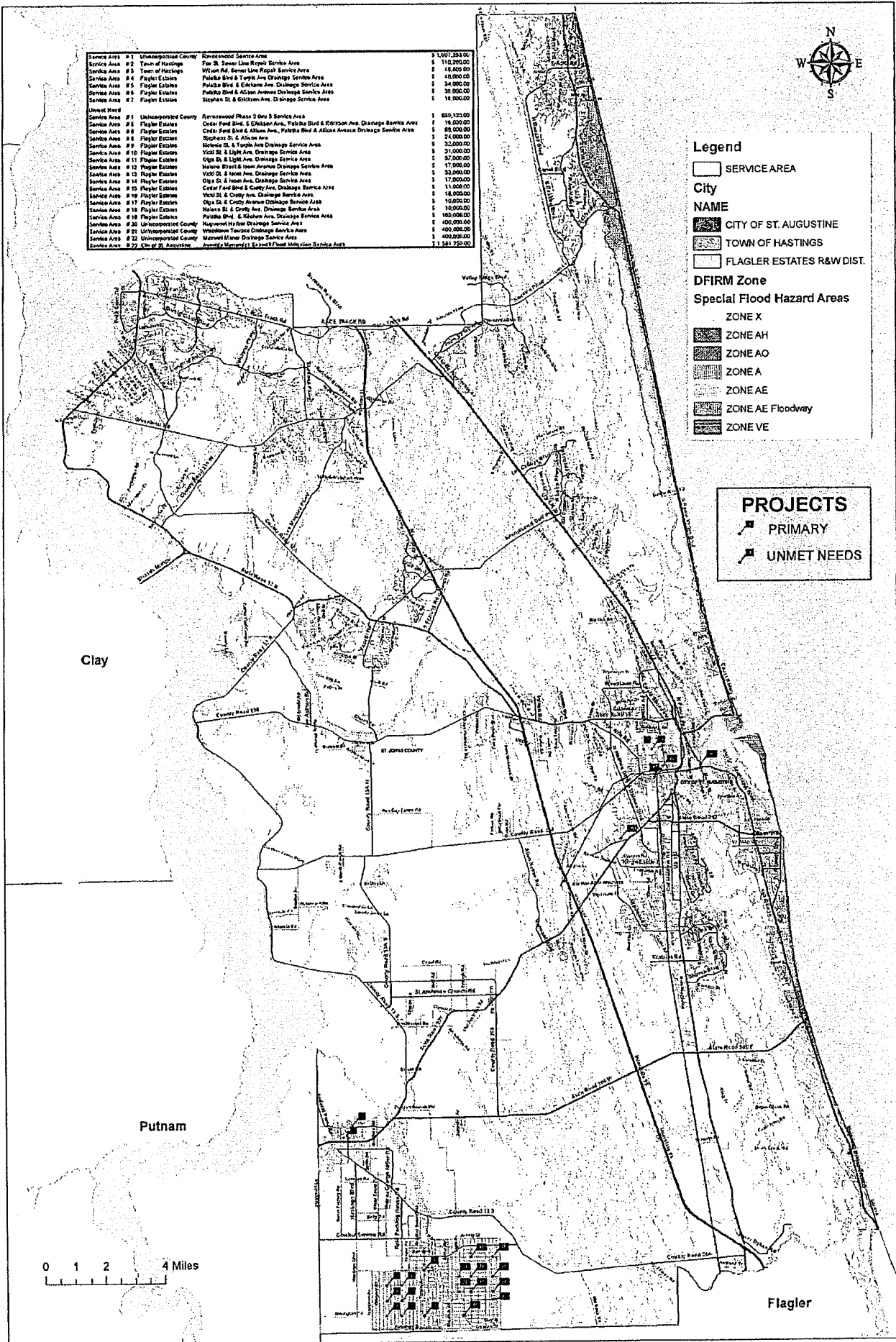
Additionally, document orders may be facilitated through Onvia DemandStar, Inc. These requests will be forwarded to the party responsible for bid document distribution via email. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk



Service Area	County	Service Area Name	Value
Service Area #1	Unincorporated County	Remenwood Service Area	\$ 1,007,253.00
Service Area #2	Town of Hastings	Palmer Road Service Area	\$ 112,000.00
Service Area #3	Town of Hastings	Wilson Rd. Service Area	\$ 48,800.00
Service Area #4	Flagler Estates	Palmer Blvd & Taylor Ave. Drainage Service Area	\$ 46,000.00
Service Area #5	Flagler Estates	Palmer Blvd & Clinton Ave. Drainage Service Area	\$ 34,800.00
Service Area #6	Flagler Estates	Palmer Blvd & Alton Ave. Drainage Service Area	\$ 38,000.00
Service Area #7	Flagler Estates	Stephen St. & Clinton Ave. Drainage Service Area	\$ 16,500.00
Service Area #8	Unincorporated County	Remenwood Phase 2 One S Service Area	\$ 850,122.00
Service Area #9	Flagler Estates	Order Ford Blvd. & Clinton Ave. Drainage Service Area	\$ 16,000.00
Service Area #10	Flagler Estates	Order Ford Blvd. & Alton Ave. Drainage Service Area	\$ 61,500.00
Service Area #11	Flagler Estates	Stephen St. & Alton Ave.	\$ 24,000.00
Service Area #12	Flagler Estates	Palmer St. & Taylor Ave. Drainage Service Area	\$ 32,000.00
Service Area #13	Flagler Estates	Yacht St. & Light Ave. Drainage Service Area	\$ 21,000.00
Service Area #14	Flagler Estates	Olga St. & Light Ave. Drainage Service Area	\$ 37,000.00
Service Area #15	Flagler Estates	Palmer Blvd & Union Ave. Drainage Service Area	\$ 17,000.00
Service Area #16	Flagler Estates	Order Ford Blvd. & County Ave. Drainage Service Area	\$ 33,000.00
Service Area #17	Flagler Estates	Olga St. & County Ave. Drainage Service Area	\$ 17,000.00
Service Area #18	Flagler Estates	Palmer Blvd. & County Ave. Drainage Service Area	\$ 16,000.00
Service Area #19	Flagler Estates	Olga St. & County Ave. Drainage Service Area	\$ 16,000.00
Service Area #20	Flagler Estates	Palmer Blvd. & Highway Ave. Drainage Service Area	\$ 160,000.00
Service Area #21	Unincorporated County	Highway 170 Drainage Service Area	\$ 400,000.00
Service Area #22	Unincorporated County	Woodward Terrace Drainage Service Area	\$ 400,000.00
Service Area #23	Unincorporated County	Marwell Manor Drainage Service Area	\$ 400,000.00
Service Area #24	Unincorporated County	Remenwood Phase 2 One S Drainage Service Area	\$ 1,541,750.00

Legend

- SERVICE AREA
- City NAME
- CITY OF ST. AUGUSTINE
- TOWN OF HASTINGS
- FLAGLER ESTATES R&W DIST.
- DFIRM Zone
- Special Flood Hazard Areas
- ZONE X
- ZONE AH
- ZONE AO
- ZONE A
- ZONE AE
- ZONE AE Floodway
- ZONE VE

PROJECTS

- PRIMARY
- UNMET NEEDS



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

2446 Dobbs Road
St. Augustine, Florida 32086

INTEROFFICE MEMORANDUM

TO: Press Tompkins, P.E., County Engineer
FROM: Sharon Haluska, Contract Administrator *SH*
SUBJECT: Transmittal of Bids Received for Bid No. 11-22; Disaster Recovery Initiative (DRI)
Infrastructure Improvements
DATE: March 30, 2011

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

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

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

Dept. Approval *[Signature]* *BASE BID #1, #2, #3*
Date 4-4-11
Budget Amount \$1,300,328
Account Funding Title TTF-FED GRANT EXP.
Funding Charge Code 1114-55304-5205-56301
Award to PROGRESSIVE CONTRACTORS, INC.
Award Amount \$1,213,433.00

APR - 6 2011

PRE-BID SIGN-IN SHEET

Bid No.: 11-22

Project Name: Disaster Recovery Initiative (DRI) Infrastructure Improvements

Date: Tuesday, March 8, 2011 1:30 p.m.

XX Mandatory

Non-Mandatory



89 yvel

NAME	COMPANY NAME	ADDRESS	PHONE/FAX/EMAIL
<p>United Brothers Development Corp. 6924 Distribution Ave S Jacksonville, FL 32256 904-262-3227 / Fax 904-262-5505 Contact: Charles Blevins e-mail Charles@UBDI.com</p>			
JOE WEBER	J.D. WEBER CONSTRUCTION	1444 N. HWY. US1 ORMOND BEACH, FL 32174	386-671-2727 386-671-2471 jgweber@bellsouth.net
CHRIS LEY	Jacksonville Eighteen Cont.	345 Cumberlund Ct. St. Augustine, FL 32095	904 910-1925 P 904 339-0226 F. NICKY@SAXI8.COM
Jerry Pranday	Progressive Contractors Inc	5702 Olson Dr Daytona Beach, FL 32022	386-258-3807 386-258-3788
Rick Rush	R.A Scott Construction	PO Box 9667 DAYTONA BEACH FL 32100	386-238-1294 386-238-7877 (FAX)
Ken Jenkins	J B Coxwell Contracting Inc.		J.B. Coxwell Contracting, Inc. 6741 Lloyd Rd West, Jax., FL 32254 Contact: Mary Robinson maryr@jbcxwell. Ph: 904 786 1120 Fax: 904 783 1778

**ST. JOHNS COUNTY
BID TABULATION**

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
Barbara Beauchamp

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 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.

BID TITLE
DISASTER RECOVERY INITIATIVE (DRI) INFRASTRUCTURE
IMPROVEMENTS

BID NUMBER
11-22

OPENING DATE/TIME
March 30, 2011 2:00 PM

POSTING DATE/TIME
03/30/11 3:00 PM


FROM
03/30/11 3:00 PM

UNTIL
04/04/11 3:00 PM

BIDDERS	BASE BID # 1 RAVENSWOODS SERVICE AREA TOTAL LUMP SUM PRICE	BASE BID # 2 TOWN OF HASTINGS TOTAL LUMP SUM PRICE	BASE BID # 3 FLAGLER ESTATES TOTAL LUMP SUM PRICE	TOTAL LUMP SUM BID PRICE	ALTERNATE # 1 TOTAL LUMP SUM BID PRICE	ALTERNATE # 2 TOTAL LUMP SUM BID PRICE	ALTERNATE # 3 TOTAL LUMP SUM BID PRICE
J.B. COXWELL CONTRACTING	\$1,483,200.00	\$40,300.00	\$252,300.00	\$1,775,800.00	\$165,700.00	\$129,900.00	\$198,300.00
PROGRESSIVE CONTRACTORS, INC.	\$975,674.00	\$75,725.00	\$162,034.00	\$1,213,433.00	\$130,509.50	\$89,804.00	\$138,393.00
CALLAWAY CONTRACTING, INC.	\$1,346,000.00	\$73,554.00	\$89,810.00	\$1,501,664.00	\$142,000.00	\$137,000.00	\$135,000.00
V.J. USINA CONTRACTING, INC.	\$1,136,374.00	\$52,625.00	\$219,541.00	\$1,408,540.00	\$184,083.00	\$185,304.00	\$205,412.00

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**


LEIGH DANIELS
Barbara Beachamp

OPENED BY
TABULATED BY
VERIFIED BY

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 OF INTENT

DIASSTER RECOVERY INITIATIVE (DRI) INFRASTRUCTURE
IMPROVEMENTS

BID NUMBER 11-22
OPENING DATE/TIME March 30, 2011 2:00 PM

POSTING DATE/TIME FROM 03/30/11 3:00 PM UNTIL 04/04/11 3:00 PM
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

BIDDERS	ALTERNATE # 4 TOTAL LUMP SUM BID PRICE	BID BOND	ADDENDUM # 1	ADDENDUM # 2	ATTENDED MANDATORY PRE-BID MEETING
J.B. COXWELL CONTRACTING	\$165,700.00	YES	YES	YES	YES
PROGRESSIVE CONTRACTORS, INC.	\$121,775.00	YES	YES	YES	YES
CALLAWAY CONTRACTING, INC.	\$131,000.00	YES	YES	YES	YES
V.J. USINA CONTRACTING, INC.	\$148,456.00	YES	YES	YES	YES

BID AWARD DATE - _____



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

BID NO.: 11-22

**DISASTER RECOVERY INITIATIVE (DRI) INFRASTRUCTURE
IMPROVEMENTS**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086
(904) 209-0150**

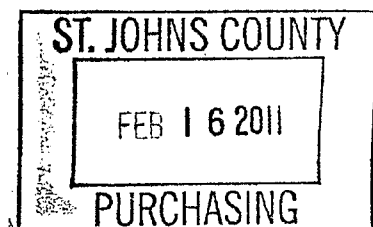


TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders – Construction

Project Scope

Section 00100 Instruction to Bidders

Official County Bid Form with Attachments:

Attachment A - Affidavit

Attachment B - List of Proposed Subcontractors

Attachment C - Certificate as to Corporate Principal

Attachment D - Florida Trench Safety Act

Attachment E – License/Certification List

Attachment F – Certification By Bidder

Attachment G – Certification of Bidder Regarding Section 3

Attachment H – Section 3 Plan

Attachment I – Bidders Experience List

CDBG Supplemental Conditions

CONTRACT FORMS AND CONDITIONS (SAMPLE, FOR REFERENCE ONLY)

00500 - Standard Fixed Price Agreement Between Owner and Contractor

00600 - Public Construction Bond

CERTIFIED MBE/WBE VENDORS LISTS

St. Johns County

Duval County

Putnam County

Clay County

Flagler County

PROJECT SPECIFICATIONS

FRONT END BID DOCUMENTS

BID NO.: 11-22

PROJECT DESCRIPTION

The Disaster Recovery Initiative (DRI) Infrastructure Improvements project includes multiple drainage and wastewater improvement projects throughout St. Johns County. These projects include: Ravenswood Area Drainage Improvements for St. Johns County; Flagler Estates Intersection Improvements; and Town of Hastings Sanitary Sewer Improvements. Following is a breakdown of tasks included in each project:

Ravenswood Area Drainage Improvements:

This task includes 5 phases of stormwater system improvements within the Ravenswood Drive Drainage Area. The Phase 1 improvement is included as Base Bid #1; Phases 2-5 are included as Bid Alternates #1.

Base Bid:

Phase 1 (Base Bid #1) includes replacement of the existing stormwater drainage system along Ravenswood Drive from North Whitney Street to the outfall into the San Sebastian River at Nesmith Avenue (Sta 14+00 to Sta 24-50). Work will include installation of a hydrodynamic stormwater treatment system, removal of existing stormwater pipes, re-routing of existing utilities, and installation of larger stormwater pipes and structures within the Ravenswood Drive right-of-way. Also included in Phase 1 is installation of a concrete box culvert across Masters Drive north of Josiah Street to replace an existing corrugated metal arch pipe.

Bid Alternates:

Phase 2 includes continuation of the pipeline installed as part of Phase 1 down Ravenswood Drive from Spring Street to Whitney Street.

Phase 3 includes replacement of the existing canal crossing at Spring Street north of Josiah Street with a larger concrete box culvert. Re-routing of existing utilities will be required at this crossing.

Phase 4 includes removal of an existing metal pipe within the canal north of Josiah Street and midway between Spring Street and Whitney Street. Concrete ditch paving will be installed in this section instead of the pipe. Also included in this phase is replacement of the metal pipe in the canal crossing at Whitney Street north of Josiah Street with a concrete box culvert. Utility re-routing will be required at the Whitney Street crossing.

Phase 5 includes replacement of the existing canal crossing at Francis Street north of Josiah Street with a larger concrete box culvert. Re-routing of existing utilities will be required at this crossing

Flagler Estates Intersection Improvements:

The Flagler Estates Intersection improvements portion of this project includes replacement of pipes and addition/repair of sand cement bag headwalls at four (4) intersections in the Flagler Estates development in southern St. Johns County. All four project areas are included in Base Bid #2. Following is a list of

the intersections and the work to be performed:

Palatka Boulevard and Allison Avenue – replacement of 2 – 42 inch pipes, installation of a concrete control structure, extension of 2 existing 28” PVC pipes, and installation of sand cement headwalls at 2 intersection corners.

Palatka Boulevard and Ericson Avenue – replacement of 3 – 42 inch pipes, installation of a concrete control structure, and installation of sand cement headwalls at 2 intersection corners.

Palatka Boulevard and Turpin Avenue – Installation of sand cement headwalls at 2 intersection corners.

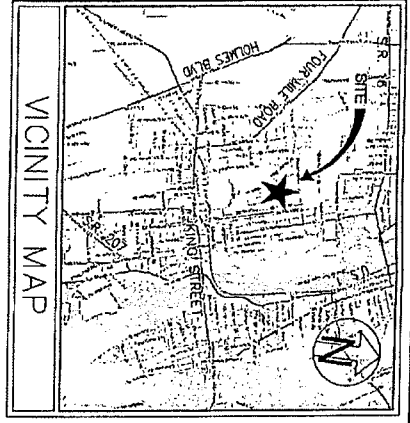
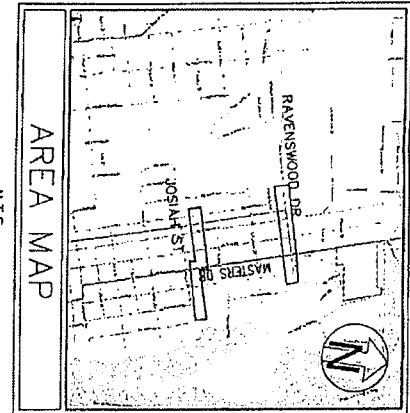
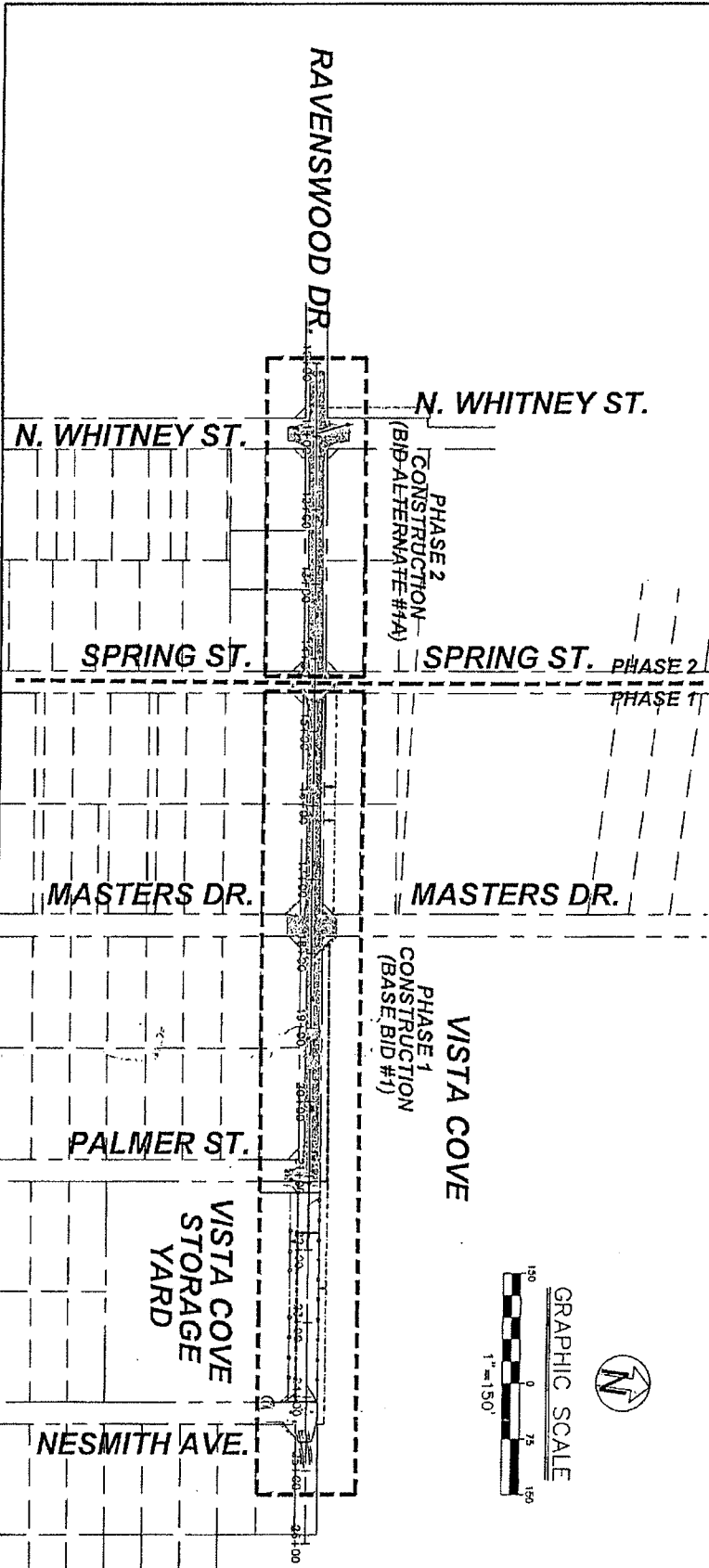
Stephen Street and Ericson Avenue – Installation of sand cement headwalls and rip rap at 4 intersection corners.


Town of Hastings Sanitary Sewer Improvements:

Project 1: Fox Street – Between Main Street and McClung Avenue – This task includes jet cleaning of 8 inch clay main 625' from manhole to manhole, video inspection and location of existing connections, installation of 665 foot of 8" cured in place pipe lining from manhole to manhole, re-instating existing connections with robotic cutter, and televising and recording onto DVD.

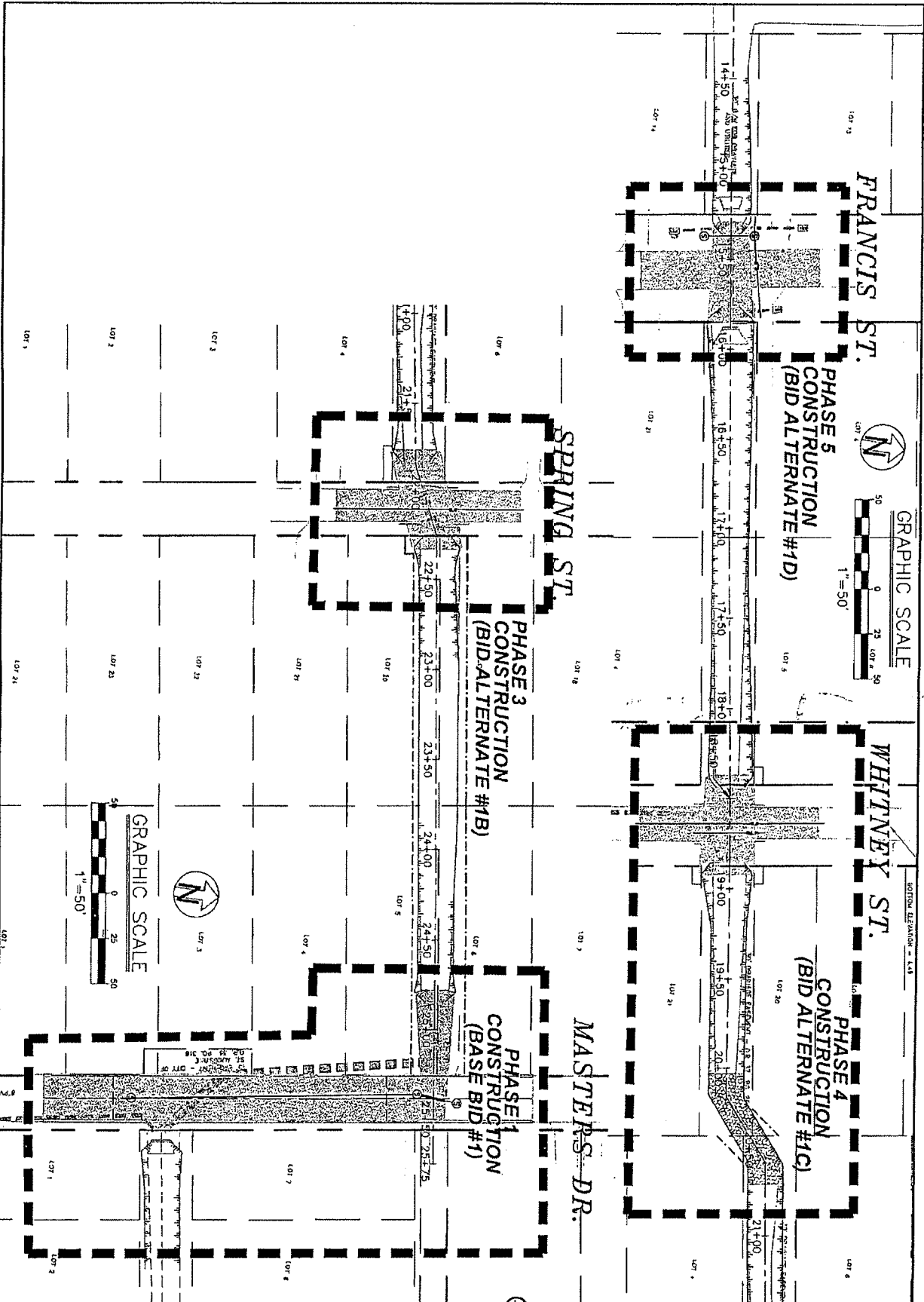
Project 2: Wilson Street – Between Holtz Street and Ashland Avenue – This task includes jet cleaning of 8 inch clay main 500' from manhole to manhole, video inspection and location of existing connections, installation of 500 foot of 8" cured in place pipe lining from manhole to manhole, re-instating existing connections with robotic cutter, and televising and recording onto DVD.


Location maps with the project phases identified follow:



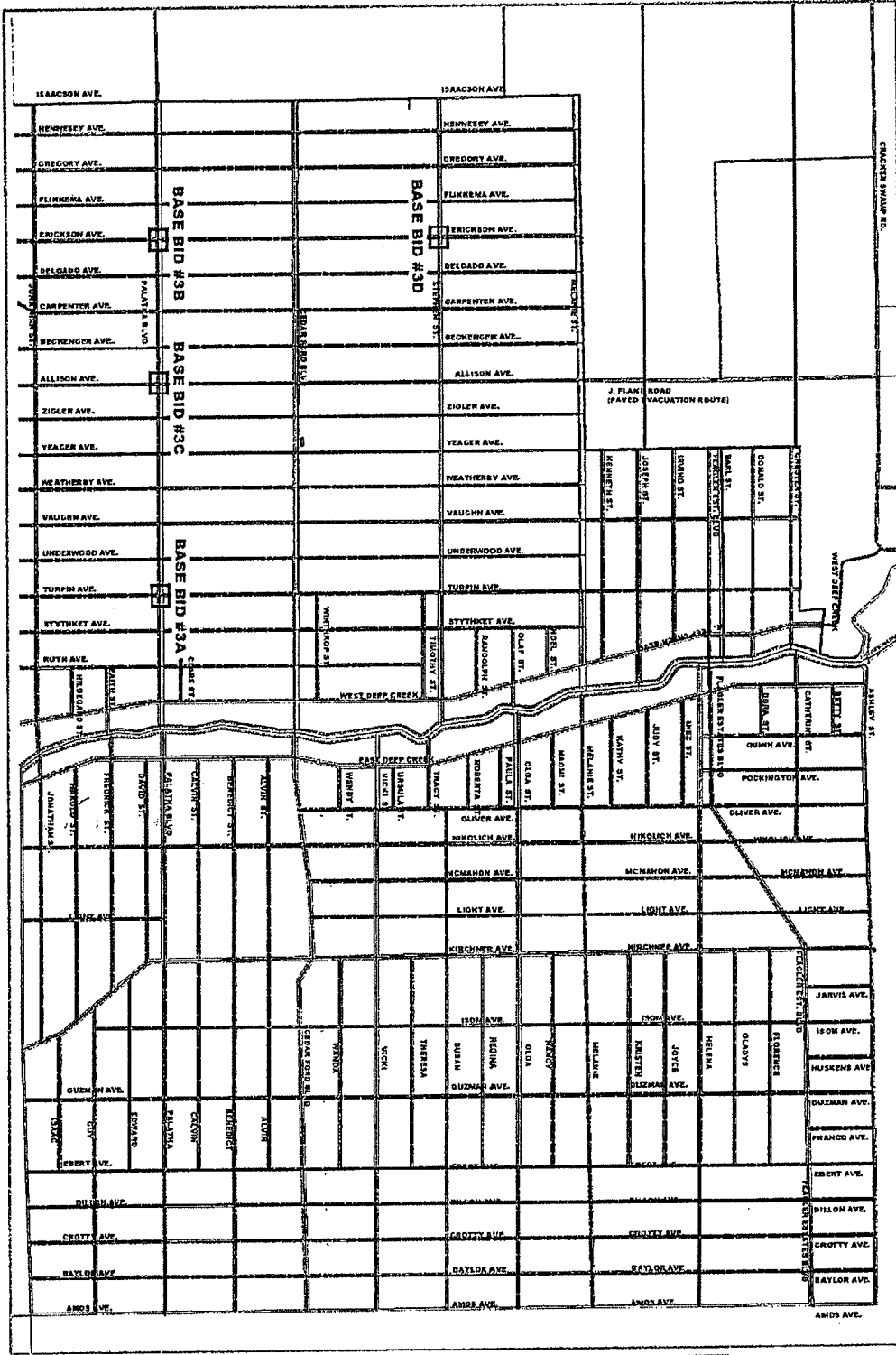
 <p>MATTHEW'S DESIGN GROUP, INC. P.O. BOX 5124, 7 WILD STREET ST. AUGUSTINE, FLORIDA 32084 PHONE 888.846.1234 FAX 386.885.5127 DPG@MATTHEWSDSIGN.NET</p>	<p>CONSTRUCTION PHASE PLAN</p> <p>PREPARED FOR ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT</p>	<p>NO. DATE</p>		<p>REVISIONS</p> <p>DESCRIPTION</p>
		<p>RAVENSWOOD SERVICE AREA IMPROVEMENTS</p> <p>ST. JOHNS COUNTY, FLORIDA</p>		<p>11/01/2011</p>

11/01/2011
 SCOTT A. JOHNSON, P.E.



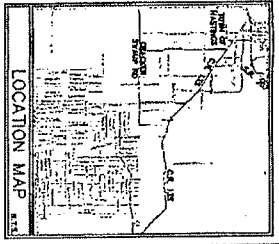
 <p>MATTHEWS DESIGN GROUP, INC. P.O. BOX 5188 • 78100 WYLLIET ST. AUGUSTINE, FLORIDA 32084 PHONE: 386.810.1234 FAX: 386.810.4447 WWW.MATTHEWSDSG.COM</p>	<p>CONSTRUCTION PHASE PLAN</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	REVISIONS DESCRIPTION																															<p>ENGINEER IN CHARGE SCOTT A. KNOWLES, P.E. CA#26535 FL#55391</p>
			NO.	DATE	REVISIONS DESCRIPTION																															
<p>RAVENSWOOD SERVICE AREA IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA</p>	<p>PREPARED FOR ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT</p>																																			

DATE: 11-20-13 DRAWN BY: RWD CHECKED BY: RWD PROJECT NO.: 2 OF 2	DESIGN: SAE ENGINEER: SAE CHECKER: RWD
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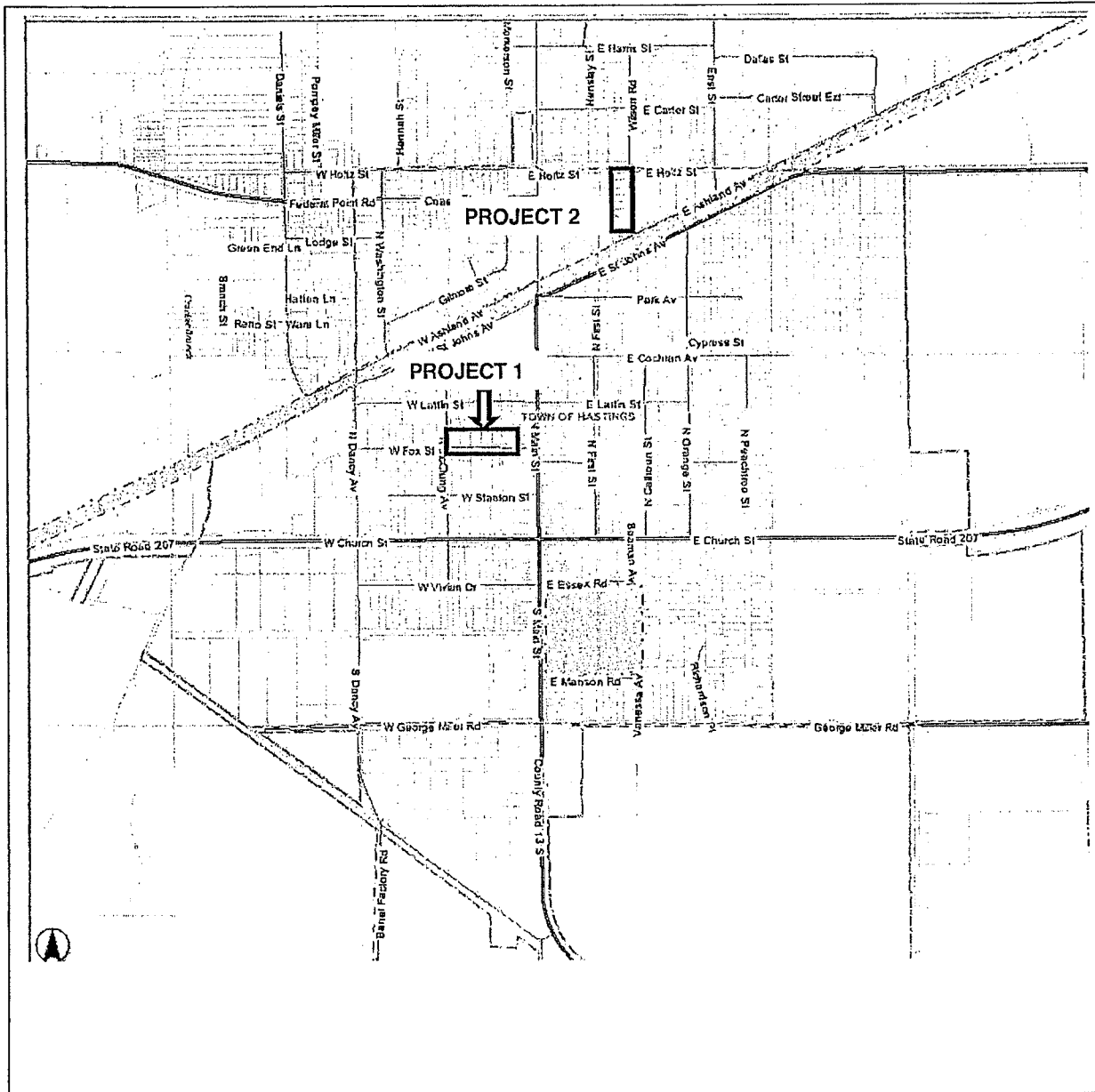
□ Intersection Repairs

SCOTT A. BROWNE, P.E.
CAPITALS FL 00333



<p>CONSTRUCTION PHASE PLAN FLAGLER ESTATES IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION										<p>MATTHEWS DESIGN GROUP, INC. P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FLORIDA 32084 PHONE: 904.826.1934 FAX: 904.826.4547 INFO@MATTHEWSDESIGN.NET</p>
NO.	DATE	DESCRIPTION													

LOCATION MAP



LOCATION MAP

**TOWN OF HASTINGS
SANITARY SEWER IMPROVEMENTS
HASTINGS, FLORIDA**

SECTION 00100

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 11-22 DISASTER RECOVERY INITIATIVE (DRI)
INFRASTRUCTURE IMPROVEMENTS

DEFINITIONS

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

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

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

Architect is an assignee of the Owner and is responsible for all field inspections (excluding code compliance) and assurance that the Contractor is conforming to the terms of the Contract. Code compliance is performed by the local building jurisdiction.

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.

A 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 and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that:

He has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith:

- A. He has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed.
- B. His Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Copies: Bidding documents may be obtained from Matthews Design Group, Inc, c/o Scott A. Knowles, P.E., 7 Waldo Street, St. Augustine, FL 32084 (904)826-1334, sknowles@matthewsdesign.net in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least 13 days prior to the date for receipt of Bids.

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

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect at least 13 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 the Architect or Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

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

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

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO.: 11-22 - SEALED BID FOR DISASTER RECOVERY INITIATIVE (DR) INFRASTRUCTURE IMPROVEMENTS**". *See Example Below:*

<p>ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084</p> <p style="text-align: right;">St. Johns County Purchasing Department 2446 Dobbs Road St. Augustine, FL 32086 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</p>
--

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

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

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

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of amount bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond or certified cashiers check made payable to the Board of County Commissioners of St. Johns County.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "A Instruction to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

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

Prepare and submit one (1) original and two (2) copies of the required Bid Bond as shown above.

Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.

The Corporate seal must be affixed. Type or print the name of the Surety on the line provided and affix it's corporate seal.

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.

SUBMISSION OF BIDS

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

The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted.

The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

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

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

MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

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

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

any way incomplete or irregular.

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

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be a Contractor, fully licensed to do business in the State of Florida and must have successfully constructed, as a prime contractor or subcontractor, projects of the type, size, and dollar value of the construction proposed for this project, and must have been in business as a contractor for at least 5 years. Bidder's must complete Attachment "E" – License/Certification List AND Attachment "H" – Bidders Experience List.

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

LIST OF SUBCONTRACTORS

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

Upon request by the Architect, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Architect and Owner, 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 Architect will notify the Bidder in writing if either the Owner or the Architect, 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 Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier

due to previously documented project problems, either with performance or quality.

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

PAYMENT AND PERFORMANCE BONDS

Required Bonds: The Bidder shall furnish both a Payment and Performance Bond for 100% of the contract value, 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.

SURETY BOND

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

Surety must be licensed to do business in Florida.

Surety must have been in business and have a record of successful continuous operations for at least three years.

Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent of its surplus to policyholders.

Surety must have fulfilled all of its obligations on all other bonds given to the Owner.

Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds: The Payment and Performance Bonds shall be obtained by the successful bidder only after receipt of a fully executed contract. **The Payment and Performance Bonds must be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Payment and Performance Bonds recorded. The bidder shall have the Payment and Performance Bonds recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page numbers have been assigned to the bonds by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bonds, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bonds and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bonds, the Owner may issue a Notice to Proceed.

The Payment and Performance Bonds shall be written in the form of the issuing Surety.

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.

Surety must be an acceptable surety under the Department of Treasury. Listing of acceptable sureties is available at <http://fms.treas.gov/c570/c570.html>.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. (Sample agreement attached for reference purposes only).

CONTRACT TIME - LIQUIDATED DAMAGES

The following will be made a part of the Contract:

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

The Contractor will furnish a recorded original of the Payment and Performance Bonds three (3) business days after receipt of the fully executed Contract (the Payment and Performance Bonds must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Payment and Performance Bonds, 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 the Payment and Performance Bonds, the County may elect at it's option to consider the Contractor non-responsive and Contract with the next best Bidder.

"The work to be performed per under this Agreement shall be commenced within ten (10) days of the date of the Notice to Proceed, in writing. Construction of the TOTAL project shall be substantially complete within one-hundred-fifty (150) consecutive calendar days from the date of the Notice to Proceed. Final completion shall be attained sixty (60) consecutive calendar days from the date of substantial completion".

Conditions under which Liquidated Damages are Imposed:

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

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$ 313.00
Over \$50,000 but less than \$250,000	\$ 580.00
\$250,000 or more but less than \$500,000	\$ 715.00
\$500,000 or more but less than \$2,500,000	\$1,423.00
\$2,500,000 but less than \$5,000,000	\$2,121.00
\$5,000,000 but less than \$10,000,000	\$3,057.00
\$10,000,000 but less than \$15,000,000	\$3,598.00
\$15,000,000 but less than \$20,000,000	\$4,544.00
\$20,000,000 and over	\$8,537.00
.....	0.00027 of any amount over \$20 Million

INSURANCE

Liability Insurance, Workmen’s Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period (See Article XIII in Standard Fixed Price Agreement Between Owner & Contractor). An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing “Notice to Proceed.”

TAXES

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

FLORIDA TRENCH SAFETY ACT

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

END OF SECTION

ORIGINAL
Copy #2

BID NO.: 11-22

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL

PROJECT: ~~DISASTER RECOVERY INITIATIVE (DRI) INFRASTRUCTURE IMPROVEMENTS~~

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

DATE SUBMITTED: 3-30-2011

PROGRESSIVE
CONTRACTORS, INC.
FULL LEGAL Company Name

BID PROPOSAL OF
3702 OLSON DR.
DAYTONA BEACH, FL
Address

(386) 258-3807
Telephone No.

Gentlemen: Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for ~~Disaster Recovery Initiative (DRI) Infrastructure Improvements~~ in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

BIDDERS MUST PROVIDE A LUMP SUM PRICE FOR EACH BASE BID AND FOR EACH ALTERNATE

BASE BID #1 - RAVENSWOOD SERVICE AREA:

FOR: Construction of ~~Disaster Recovery Initiative (DRI) Infrastructure Improvements~~ for the St. Johns County Ravenswood Service Area as per plans and specifications.

1. Phase 1 - Ravenswood Drive improvements from Spring St. to outfall (STA 14+00 to STA 24+50) and Josiah Street improvements at Masters Dr. as identified on the construction plans:

\$ 975,674.-
BASE BID #1 - Total Lump Sum Price (Numerical)

NINE HUNDRED SEVENTY FIVE THOUSAND
SIX HUNDRED SEVENTY FOUR DOLLARS /100 Dollars
(Amount written or typed in words)

BASE BID #2 - TOWN OF HASTINGS:

FOR: Construction of ~~Disaster Recovery Initiative (DRI) Infrastructure Improvements~~ for the Town of Hastings as per plans and specifications.

2a. Fox Street slipline: \$ 43,225. -
Total Lump Sum Price (Numerical)

2b. Wilson Road slipline: \$ 32,500. -
Total Lump Sum Price (Numerical)

\$ 75,725. -
BASE BID #2 - Total Lump Sum Price (Numerical)

SEVENTY FIVE THOUSAND SEVEN HUNDRED
TWENTY FIVE DOLLAR

/100 Dollars
(Amount written or typed in words)

BASE BID #3 - FLAGLER ESTATES:

FOR: Construction of ~~Disaster Recovery Initiative (DRI) Infrastructure Improvements~~ for Flagler Estates as per plans and specifications.

3a. Palatka Blvd. & Turpin Ave Intersection: \$ 22,540. -
Total Lump Sum Price (Numerical)

3b. Palatka Blvd. & Erickson Ave Intersection: \$ 56,982. -
Total Lump Sum Price (Numerical)

3c. Palatka Blvd. & Allison Ave Intersection: \$ 53,504. -
Total Lump Sum Price (Numerical)

3d. Stephen St. & Erickson Ave Intersection: \$ 29,008. -
Total Lump Sum Price (Numerical)

\$ 162,034. -
BASE BID #3 - Total Lump Sum Price (Numerical)

ONE HUNDRED SIXTY TWO THOUSAND,
THIRTY FOUR DOLLARS

/100 Dollars
(Amount written or typed in words)

TOTAL LUMP SUM BASE BID (Base Bid #1 + #2 + #3):

\$ 1,213,433. -
Total Lump Sum Price (Numerical)
ONE MILLION TWO HUNDRED THIRTEEN THOUSAND
FOUR HUNDRED THIRTY THREE DOLLARS /100 Dollars
(Amount written or typed in words)

NOTE: The basis of award shall be determined on the lowest responsive, responsible bid of the Total Lump Sum value of Base Bid #1 + Base Bid #2 + Base Bid #3.

BID ALTERNATES #1 through #4 – RAVENSWOOD SERVICE AREA:

FOR: Construction of ~~Disaster Recovery Initiative (DRI) Infrastructure Improvements~~ for the St. Johns County Ravenswood Service Area as per plans and specifications.

Alternate #1 - Phase 2 – Ravenswood Drive improvements from N. Whitney St. to Spring St. (STA 10+00 to STA 14+00):

\$ 130,509.50
Total Lump Sum Price (Numerical)
ONE HUNDRED THIRTY THOUSAND, FIVE HUNDRED
NINE DOLLARS + FIFTY CENTS /100 Dollars
(Amount written or typed in words)

Alternate #2 - Phase 3 – Josiah Street improvements system at Spring St (STA 22+00):

\$ 89,804. -
Total Lump Sum Price (Numerical)
EIGHTY NINE THOUSAND, EIGHT HUNDRED +
FOUR DOLLARS /100 Dollars
(Amount written or typed in words)

Alternate #3 - Phase 4 – Josiah Street drainage improvements, Whitney St. to Spring St. (STA 18+50 to STA 21+00):

\$ 138,393. -
Total Lump Sum Price (Numerical)
ONE HUNDRED THIRTY EIGHT THOUSAND, THREE
HUNDRED NINETY THREE DOLLARS /100 Dollars
(Amount written or typed in words)

Alternate #4 - Phase 5 – Josiah Street drainage improvements at Francis St (STA 15+50):

\$ 121,775. -
Total Lump Sum Price (Numerical)
ONE HUNDRED TWENTY ONE THOUSAND, SEVEN
HUNDRED SEVENTY FIVE DOLLARS /100 Dollars
(Amount written or typed in words)

NOTE: The basis for award of the Alternates shown above shall be based upon availability of funding and may be awarded in any order or combination as funds permit.

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid.

Time of Substantial Completion for the TOTAL contract to be 150 consecutive calendar days from receipt of Notice to Proceed from Owner.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

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

No.: 1 Date Received: 2/24/11

No.: 2 Date Received: 3/23/11

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 Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

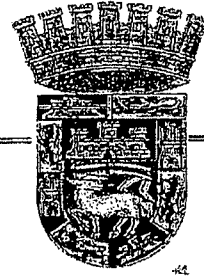
We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) 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 agrees, if awarded the Contract, to Substantially Complete all work for the TOTAL contract within ~~one hundred fifty (150)~~ consecutive calendar within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

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%) total 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

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

2740 INDUSTRY CENTER ROAD
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

February 24, 2011

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 11-22 DISASTER RECOVERY INITIATIVE (DRI) INFRASTRUCTURE IMPROVEMENTS

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Changes:

The Mandatory Pre-Bid meeting is hereby changed

FROM: Monday, March 7, 2011 at 9:00 A.M. at the St. Johns County Purchasing Department

TO: Tuesday, March 8, 2011 at 1:30 P.M. at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL 32084

All other information remains unchanged at this time.

THE BID DUE DATE IS: Wednesday, March 30, 2011 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Gerald / Ready

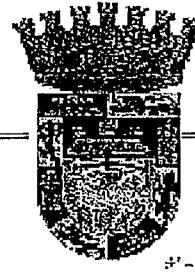
Printed Name and Title

Progressive Contractors Inc

Company Name (Print)

END OF ADDENDUM #1

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

2740 INDUSTRY CENTER ROAD
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

March 23, 2011

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 11-22 DISASTER RECOVERY INITIATIVE (DRI) INFRASTRUCTURE IMPROVEMENTS

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Questions & Responses:

Following are questions received from contractors regarding the construction plans for the DRI Infrastructure Improvements. Responses to the questions are in bold text.

1. Will precast box culvert per 2010 FDOT Index 292 tables be approved?

Box culverts should be cast-in-place. St. Johns County will not accept precast box culverts under roadways.

2. What steel cover are you requiring for the precast box culvert? 2" or 3"

Steel cover should be 3" for all box culverts. Precast box culverts will not be accepted.

3. You have two small box culverts on the project. A 4' span x 3' rise and a 4' span x 2' rise. Would you consider Elliptical Reinforced Concrete Pipe (ERCP) as an alternate to these boxes?

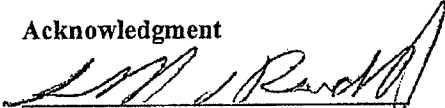
Elliptical pipe may be substituted for the box culverts provided that the pipes and structures remain within the right-of-ways. Multiple runs of parallel pipes will require that the annular space be filled with flowable fill up to the springline due to compaction concerns. Due to the increased width of multiple run pipes, the structures associated with the pipes may require adjustment. This adjustment shall become part of the bid.

Changes:

1. Attachment "B" – Proposed List of Subcontractors and Major Material Suppliers is being re-issued with this addendum. Complete and submit this attachment with the Bid Proposal and indicate with a "✓" if the subcontractor or supplier is an M/WBE firm. Please refer to CDBG Supplemental Conditions (Page 52) Paragraph 9 – Utilization of Minority and Women Firms (M/WBE) for a list of acceptable programs.

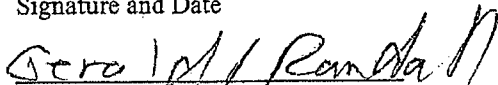
THE BID DUE DATE IS: Wednesday, March 30, 2011 at 2:00 P.M.

Acknowledgment


Signature and Date

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department


Printed Name and Title

PROGRESSIVE CONTRACTORS, INC.

Company Name (Print)

Attachments to Addendum #2 being issued under separate cover:

1. Summary of Design Plan Changes (PDF – 1 Pg)
2. Supplementary City of St. Augustine Construction Details (PDF – 1 sheet)
3. Utility Plan and Profile (PDF – 4 sheets)
4. Revised Attachment "B" – List of Proposed Subcontractors (PDF – 1 Pg)

END OF ADDENDUM #2

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 sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Company Name: PROGRESSIVE CONTRACTORS, INC. (Seal)

By: [Signature] GERALD O. RANDALL
(Name typed or printed)

By: _____
(Name typed or printed)

Address: 3702 OLSON DR., DAYTONA BEACH, FL 32124

Telephone No.: (386) 258-3807 Fax No.: (386) 258-3788

Florida State Registration Number: CUC048356

Federal I.D. Tax Number: 59-2630389

INDIVIDUAL

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

Address: _____

Telephone No.: () _____

St. Johns County Registration Number:

Federal I.D. Tax Number:

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - Certificate of Compliance with Florida Trench Safety Act
 - "E" - License/Certification List
 - "F" - Certification By Bidder
 - "G" - Certification By Bidder Regarding Section 3
 - "H" - Section 3 Plan
 - "T" - Bidders Experience List
- Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", "F", "G", "H", "T", and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

Bid No.: 11-22

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 GERALD O. RANDALL who being duly sworn, deposes and says he is PRESIDENT (Title) of the firm of PROGRESSIVE CONTRACTORS INC Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 11-22, for Disaster Recovery Initiative (DRI) Infrastructure Improvements, in St. Johns County, Florida.

The affiant further states that no more that 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 he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or 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.

PROGRESSIVE CONTRACTORS, INC.
(Bidder)

By: [Signature]

PRESIDENT
(Title)

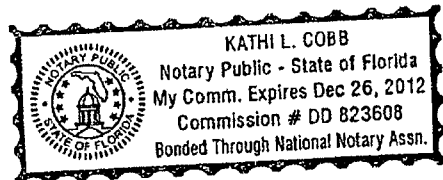
Sworn and subscribed to me this 30th day of March, 20 11.

Notary Public:
[Signature]
Signature
KATHI L. COBB

Printed

My commission Expires: 12-26-2012

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



Bid No.: 11-22


ATTACHMENT B – REVISED 3/11/11
LIST OF PROPOSED SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS

All subcontractors and major material suppliers are subject to approval by St. Johns County after verification by the Department of Community Affairs. The following are subcontractors and manufacturers of materials and equipment to be utilized by the Contractor in the performance of this work:

<u>DIVISION OF WORK/MATERIAL OR EQUIPMENT</u>	<u>NAME OF SUBCONTRACTORS/ MANUFACTURER OR MATERIAL SUPPLIER</u>	<u>CHECK (✓) IF M/WBE</u>
<u>Paving</u>	<u>Per S Paving</u>	<u>_____</u>
<u>Precast Pipe</u>	<u>Hanson Precast</u>	<u>_____</u>
<u>Water main</u>	<u>Ferguson Underground</u>	<u>_____</u>
<u>Sanitary Pipe Fitting</u>	<u>Smith & Sons</u>	<u>✓</u>
<u>Soil</u>	<u>_____</u>	<u>_____</u>
<u>Fencing</u>	<u>AAA Fence</u>	<u>_____</u>
<u>Trunk Control</u>	<u>Flash-Rite</u>	<u>✓</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

ATTACHMENT C
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, COLLEEN J. RANDAU certify that I am the Secretary of the Corporation named as Principal in the attached bond; that GERALD O. RANDAU who signed the said bond on behalf of the Principal, was then PRESIDENT of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

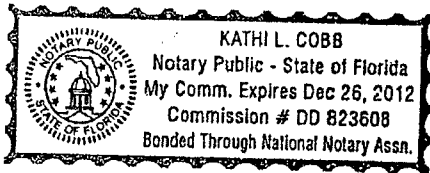



Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared COLLEEN J. RANDAU 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 PROGRESSIVE CONTRACTORS, INC. 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 30th day of March, 2011, A.D.




NOTARY PUBLIC
State of Florida-at-large

My Commission Expires: 12-26-2012

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

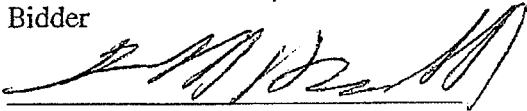
ATTACHMENT "D"

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: GERALD O. RANDALL
PROGRESSIVE
CONTRACTORS, INC.

Bidder



Authorized Signature

3-30-2011

Date

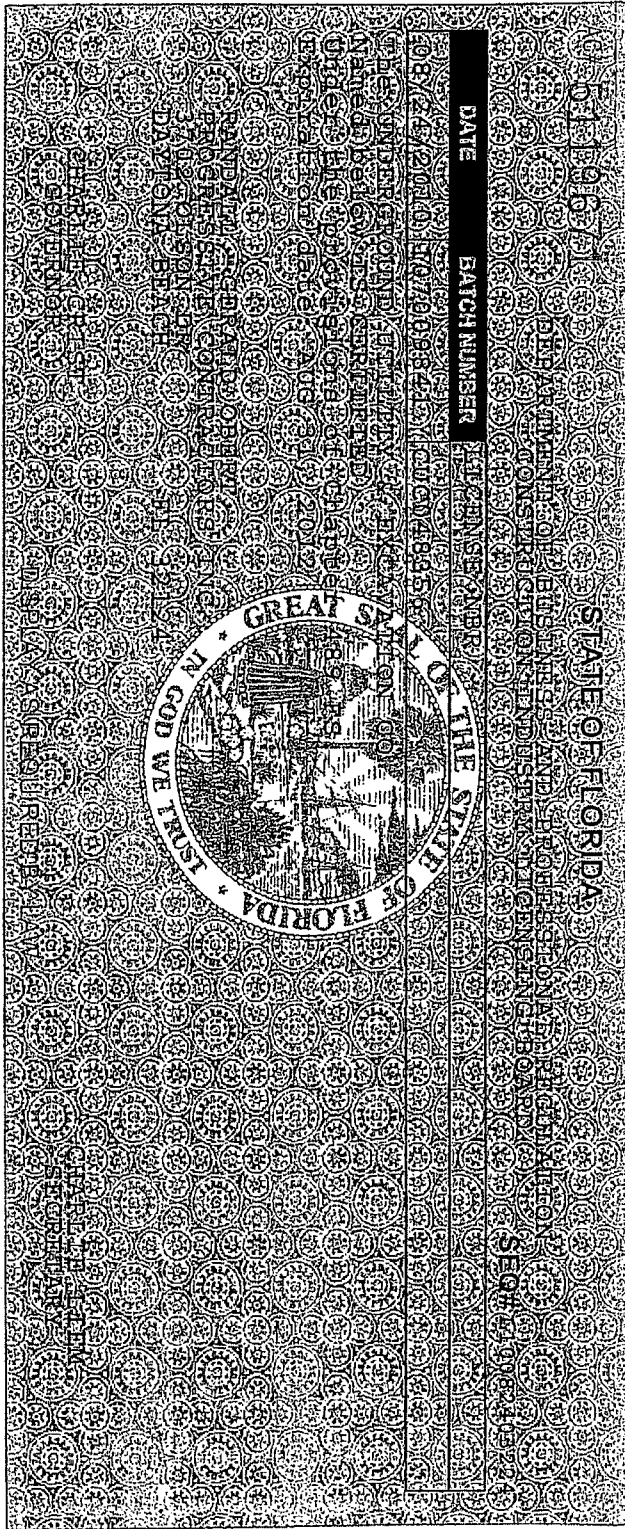
ATTACHMENT "E"

License/Certification List

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

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

License Name	License #	Issuing Agency	Expiration Date
UNDERGROUND UTILITY CONTRACTOR	CUC048356	STATE OF FL DBP	AUG. 31, 2012



Bid No.: 11-22

ATTACHMENT "F"

CERTIFICATION BY BIDDER

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes No
3. Bidder has filed all compliance reports due under applicable instructions. Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes No

NAME AND TITLE OF SIGNER (Please type):

GERALD O. RANDALL

SIGNATURE

3-30-2011
DATE

ATTACHMENT "G"

CERTIFICATION OF BIDDER REGARDING SECTION 3

PROGRESSIVE
CONTRACTORS, INC.

DISASTER RECOVERY INITIATIVE
(DRI) INFRASTRUCTURE
BID NO. 11-22

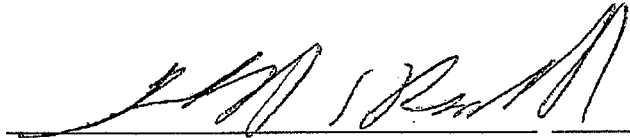
Name of Prime Contractor

Project Name & Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name and Title of Signer:

 3-30-2011

Signature Date

BID NO.:11-22

ATTACHMENT "H"

Section 3 Plan

CONTRACTOR

Section 3 Plan Format

PROGRESSIVE CONTRACTORS, INC. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within St. Johns County.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

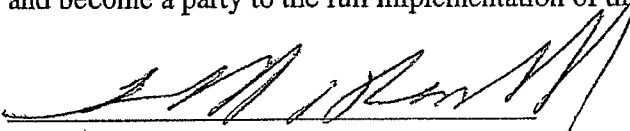
* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of PROGRESSIVE CONTRACTORS, INC.
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.



Signature

PRESIDENT

Title

3-30-2011

Date

Signature

Title

Date

TABLE A.

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING June 2011 THROUGH Jan 2012

(DURATION OF THE CDBG-ASSISTED PROJECT)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS AREA	ESTIMATED DOLLAR AMT PROJECT AREA BUSINESSES*
<u>Paving</u>	<u>1</u>	<u>300,000</u>	<u>2</u>	<u>250,000</u> <u>50,000</u>
<u>Sud</u>	<u>1</u>	<u>10,000</u>	<u>2</u>	<u>20,000</u>

*The Project Area is coextensive with the physical boundaries of St. Johns County, Florida

Progressive Contractors
 Company
DR Infrastructure Imp 11-27
 Project Name Project Number
[Signature] 3/30/11
 EEO Officer (Signature) Date

Form 1422

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1 Job Category	Column 2 Total Estimated Positions	Column 3 # Positions Currently Occupied By Permanent Employees	Column 4 # Positions Not Currently Occupied	Column 5 # Positions To Be Filled With L.I.P.A.R.*
Officers Supervisors	1			
Professionals	1			
Technicians				
Housing/Sale s Rental/Mgmt				
Office Clerical				
Service Workers				
Others				

TRADES: *Equipment operators*

Journeyman	5			
Helpers				
Apprentices				
Maximum # Trainees				
Others				
Totals	5			

*Lower Income Project Areas Residents:
Individuals residing within St. Johns County whose family income does not exceed 80% of the median income in the State.

BID NO.:11-22

ATTACHMENT "T"
BIDDERS EXPERIENCE LIST

The following are contracts successfully completed similar in scope to this project which the Contractor has performed within the past five (5) years:

PROJECT NAME	DESCRIPTION OF WORK	DATE COMPLETED
<i>SEE ATTACHED</i>		

(USE ADDITIONAL LINES IF NECESSARY)



Progressive Contractors, Inc.

3702 Olson Drive • Daytona Beach, Florida 32124

Sewer, Water, Storm Drainage

386 - 258-3807

Fax 386 - 258-3788

WORK HISTORY

Project: Linda Mar Subdivision
5,545 l.f. – 8" PVC Sewer & 1 lift station
Contract Amount: \$ 715,812.00 – completed August 2010
Owner: St. Johns County Board of Commissioners
Contact Person: Matt Diamond – CDM Engineers
Phone: (904) 527-6756

Project: DeBary Ave Bypass
15,000 l.f. 18-48" storm drain
12,000 l.f. 4-8" water main
Contract Amount: \$2,437,328.40 – completed July 2010
Owner: County of Volusia
Contact Person: Jim Davis, Halifax Paving, Inc.
Phone: (386) 676-0200

Project: Palmetto Park
3,350 l.f. – 12" sewer
4,200 l.f. – 6-8" water main
Contract Amount: \$1,133,293.00 – completed May 2010
Owner: Putnam County
Contact Person: Rachel Haeseler, Jones Edmunds
Phone: (352) 377-5821

Project: CDBG NR Water Main
8,725 l.f. – 6-12" water main
Contract Amount: \$ 565,800.00 – completed March 2010
Owner: City of Crescent City
Contact Person: Joesph Mittauer, Mittauer & Assoc.
Phone: (904) 278-0030

Project: Central Beach Phase II Flood Mitigation
6,000 l.f. 15"-42" RCP
Contract Amount: \$1,189,350.00 – completed Dec. 2009
Owner: City of New Smyrna Beach
Contact Person: Kyle Fegley, P.E., City Engineer
Phone: (386) 424-2168



Progressive Contractors, Inc.

3702 Olson Drive • Daytona Beach, Florida 32124

WORK HISTORY

Project: East Putnam County Force Main
8,000 l.f. – 6" PVC force main
Contract Amount: \$1,133,293.00 – completed June 2009
Owner: Putnam County
Contact Person: Rachel Haeseler, Jones Edmunds
Phone: (352) 377-5821

Project: Victor Posner Business Center
8,000 l.f. storm drain, 7,000 l.f. sanitary
10,000 l.f. reuse main & 8,000 l.f. water main
Contract Amount: \$ 3,916,730.00 – completed April 2009
Owner: Boardwalk Land Dev, Kitson & Partners
Contact Person: Jim Davis, Halifax Paving, Inc.
Phone: (386) 676-0200

Project: CDBG Neighborhood Revitalization
5,000 l.f. of 15" – 36" storm drain pipe
Contract Amount: \$ 656,639.59 – completed Feb. 2008
Owner: City of Palatka
Contact Person: Woody Boynton Jr.
Phone: (386) 329-0100

Project: COSA Northwest Forcemain
36,000 l.f. of 12" & 16" forcemain
Contract Amount: \$ 6,209,570.85 – completed Oct. 2007
Owner: City of St. Augustine
Contact Person: Quoc Mai, P & A Consulting Engineers
Phone: (904) 824-3755

Project: St. Augustine Beach Drainage Improvements – Parts A & D
3,000 l.f. of 15" – 54" storm drain pipe
Contract Amount: \$ 548,780.00 – completed March 2007
Owner: City of St. Augustine Beach
Contact Person: Steve Joca, Stone, Joca & Mahoney, Inc
Phone: (904) 448-5300



Progressive Contractors, Inc.

3702 Olson Drive • Daytona Beach, Florida 32124

WORK HISTORY

- Project:* *Lift Stations & Forcemain Improvements
Sanford Airport
3,000 l.f. of gravity sewer, 10,000 l.f. of 8- 10" forcemain
2 - 10" dia. Pump stations*
- Contract Amount:* *\$ 1,585,709.86 - completed Sept. 2006*
- Owner:* *City of Sanford*
- Contact Person:* *Rocco Nasso, CPH Engineers, Inc.*
- Phone:* *(407) 322-6841*
-
- Project:* *Western Reserve Area Utilities
5,000 l.f. 12" watermain & 12' dia pump station*
- Contract Amount:* *\$ 1,296,292.10 – completed Aug. 2005*
- Owner:* *City of Edgewater*
- Contact Person:* *Rick Fernandez, Quentin Hampton & Assoc.*
- Contact Phone:* *(386) 761-6810*
-
- Project:* *24" Raw Water Transmission & 16" Potable Water Main Extension
28,000 l.f. 24" DIP raw watermain, 10,000 l.f. 10 & 12" forcemain*
- Contract Amount:* *\$ 2,395,590.00 – completed Nov. 2004*
- Owner:* *City of Ormond Beach*
- Contact Person:* *John Noble, City Engineering*
- Contact Phone:* *(386) 676-3302*
-
- Project:* *Ridgewood Avenue Sewer Improvements
5,200 l.f. 6" reuse , 10,500 l.f. of 8" watermain*
- Contract Amount:* *\$ 3,059,579.00 – completed Sept. 2003*
- Owner:* *City of Daytona Beach*
- Contact Person:* *Shannon Ponitz, City Engineering*
- Contact Phone:* *(386) 671-8613*

Copy # 2

BID NO.: 11-22

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated March 30th, 2011.

For
Disaster Recovery Initiative (DRI) Improvements
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) 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 30th day of March A.D., 2011, 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 it's governing body.

WITNESSES:

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

WITNESSES:

[Signature]

Progressive Contractors, Inc.

PRINCIPAL:

Progressive Contractors, Inc.

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED

OFFICER (AFFIX SEAL)

President

TITLE

3702 Olson Drive

BUSINESS ADDRESS

Daytona Beach, FL 32124

CITY

STATE

North American Specialty Insurance Company

SURETY:

North American Specialty Insurance Company

CORPORATE SURETY

[Signature]

Jennifer McCarty ATTORNEY-IN-FACT (AFFIX SEAL) & Florida Licensed Resident Agent

650 Elm Street

BUSINESS ADDRESS

Manchester, NH 03101-2524

CITY

STATE

Guignard Company

NAME OF LOCAL INSURANCE AGENCY

Inquiries: (407) 834-0022

END OF SECTION

ASSETS

Cash and Short Term Investments	\$ 185,532,053
Bonds	148,975,083
Other Invested Assets	63,917,051
Other Admitted Assets	103,272,330
Total Admitted Assets	<u>\$ 501,696,517</u>

LIABILITIES

Reserve for Unearned Premiums	\$ 4,038,215
Reserve for Losses and Loss Adjustment Expenses	104,026,555
Funds Withheld	789,731
Taxes and Other Liabilities	76,129,006
Total Liabilities	<u>\$ 184,983,507</u>

Surplus	<u>316,713,010</u>
Total Liabilities and Surplus	<u>\$ 501,696,517</u>

State of New Hampshire



SS.

County of Hillsborough

Securities carried at \$12,153,338 deposited in accordance with law

The undersigned, being duly sworn, says: That he is the President and Chief Operating Officer of North American Specialty Insurance Company; that said Company is a corporation licensed and engaged in business in the State of FLORIDA and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Title 31, United States Code, Sections 9304 – 9408; and that to the best of his knowledge and belief the above statement is full, true, and correct statement.

Attest:

{ Corporate Seal Affixed }

 Robert M. Solitto

President and Chief Operating Officer

 Edward D. Stys

Vice President and Treasurer

Sworn to before me this 2nd day of April 2010

{ Notarial Seal Affixed }

Notary Public State of New Hampshire

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

J.W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO,

APRIL L. LIVELY, JENNIFER McCARTA, MARGIE MORRIS and ALLYSON FOSS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

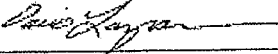
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 

Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By 

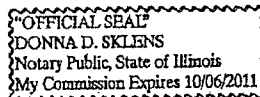
David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

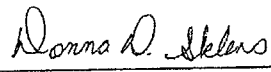
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of March, 2011.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

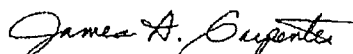
On this 22nd day of March, 2011, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of March, 2011.



James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CDBG SUPPLEMENTAL CONDITIONS
(Construction Contracts)

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern unless noted otherwise in that section.

1. Termination (Cause and Convenience)
 2. Access to Records
 3. Retention of Records
 4. Remedies
 5. Environmental Compliance (Clean Air Act and Clean Water Act)
 6. Energy Efficiency
 7. Special Equal Opportunity Provisions
 8. Conflict of Interest
 9. Utilization of Minority and Women's Businesses
 10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
 11. Guidance to Contractor for Compliance with Labor Standards Provisions
-
-

1. Termination (Cause and/or Convenience)

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

1. not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
2. an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1 (A) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

1. no amount shall be allowed for anticipated profit on unperformed services or other work, and
2. any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (A) or (B) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (C) above.

2. Access to Records

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3. Retention of Records

The contractor shall retain all records relating to this contract for six (6) years after the local government makes final payment and all other pending matters are closed.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. Environmental Compliance

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

6. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard

to race, color, religion, sex, or national origin.

- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
 - (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
 - (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)
- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
 - (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation 21.8% (St. Johns County)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

3. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.

4. "Minority" includes:

(I) Black (all persons having origins in any of the Black African racial groups not of

Hispanic origin);

- (II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (III) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (IV) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
4. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 5. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 6. The Contractor shall implement the specific affirmative action standards provided in paragraph (9) 1 through 16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 7. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

8. In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
9. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
10. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations ((9) a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (9) 1 through 16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
11. A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
12. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
13. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
14. The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
15. The Contractor, in fulfilling its obligations under these specifications, shall implement specific

affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

16. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
17. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be

excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

G. Section 503 Handicapped (Contracts \$2,500 or Over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

8. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or other Public Officials

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

9. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- * State of Florida Office of Supplier Diversity at 850-487-0915
(online directory at: <http://199.250.30.122/dirhome.htm>)
- * State of Florida Department of Transportation Equal Opportunity Office at 850-414-4747
(website: <http://www.state.fl.us/equalopportunity/office>) for road construction projects
- * Minority Business Development Center in most major cities
- * local government M/WBE programs in many large counties and cities

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

10. Federal Labor Standards Provisions

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. Minimum Wages.

1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
2. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
 3. In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

4. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (A)(2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
5. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
6. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

B. Withholding.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

C. Payrolls and Basic Records.

1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs

anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

2. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
3. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
4. The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C (3) of this section.

5. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
6. The contractor or subcontractor shall make the records required under paragraph C (1) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

D. Apprentices and Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is

approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

F. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

G. Contract Termination, Debarment.

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

H. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

I. Disputes Concerning Labor Standards.

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

J. Certification of Eligibility.

1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
3. The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

K. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

L. Contract Work Hours and Safety Standards Act.

As used in the paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such

work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
3. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

M. Health and Safety.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
3. The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

11. Guidance to Contractor for Compliance with Labor Standards Provisions

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

1. The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.
2. The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.
3. A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
4. The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime.

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions.

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision.

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel.

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships / Independent Contractors / Leased Workers.

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices / Helpers.

A worker may be classified as an apprentice **only if participating in a federal or state program.** of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

GENERAL DECISION: FL20100277 09/10/2010 FL277

Date: September 10, 2010

General Decision Number: FL20100277 09/10/2010

Superseded General Decision Number: FL20080277

State: Florida

Construction Type: Heavy

County: St Johns County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	03/12/2010
1	09/10/2010

ELEC0177-002 12/01/2008

	Rates	Fringes
ELECTRICIAN.....	\$ 24.70	8.24

* ENGI0673-013 05/01/2010

	Rates	Fringes
OPERATOR: Oiler.....	\$ 19.27	8.80

IRON0597-004 08/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 21.56	7.62

LABO0517-002 05/01/2008

	Rates	Fringes
LABORER: Grade Checker.....	\$ 17.20	5.47

PAIN0164-007 07/01/2008

	Rates	Fringes
PAINTER: Brush Only.....	\$ 16.00	6.85

SUFL2009-174 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 15.80	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.23	2.15
LABORER: Common or General.....	\$ 9.89	1.58

LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 12.85	1.21
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.91	1.39
OPERATOR: Blade/Grader.....	\$ 16.00	2.84
OPERATOR: Bulldozer.....	\$ 13.40	1.19
OPERATOR: Crane.....	\$ 22.38	0.00
OPERATOR: Loader.....	\$ 11.31	2.02
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.03	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
OPERATOR: Roller.....	\$ 10.93	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.06	2.18
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97
TRUCK DRIVER: Dump Truck.....	\$ 14.63	0.00

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

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

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In the listing above, the "SU" designation means that rates

listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

 --
 WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

interested
party's position and by any information (wage payment data,
project
description, area practice material, etc.) that the requestor
considers
relevant to the issue.

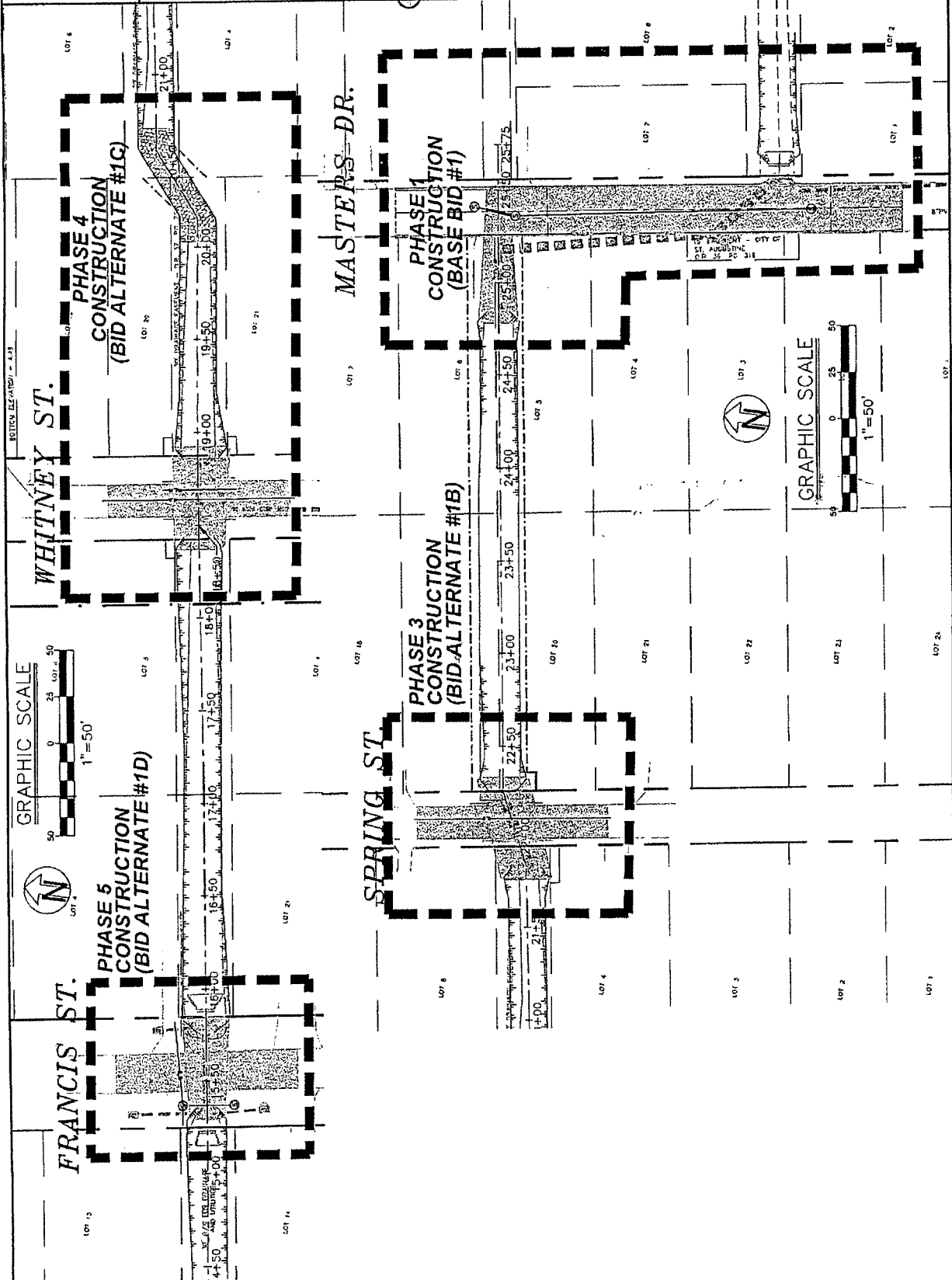
3.) If the decision of the Administrator is not favorable, an
interested
party may appeal directly to the Administrative Review Board
(formerly the
Wage Appeals Board). Write to:

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

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

END OF GENERAL DECISION

RECEIVED WORKS SCOTT & JONES, P.E. CA#2035 FL#5301	REVISIONS NO. DATE DESCRIPTION	PREPARED FOR ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT	MATTHEWS DESIGN GROUP, INC. P.O. BOX 9188 • PALM BEACH ST. AUGUSTINE, FLORIDA 32088 TEL: 407.828.4434 FAX: 407.828.4434 WWW.MATTHEWSDSG.COM	RAYNSWOOD SERVICE AREA IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA	DRAWN BY: JLD CHECK BY: JLD DATE: 11-20-10 SHEET NO.: 2 OF 2
		CONSTRUCTION PHASE PLAN	HATTEN'S DESIGN GROUP, INC. P.O. BOX 9188 • PALM BEACH ST. AUGUSTINE, FLORIDA 32088 TEL: 407.828.4434 FAX: 407.828.4434 WWW.MATTHEWSDSG.COM	CONSTRUCTION PHASE PLAN	DATE: 11-20-10 SHEET NO.: 2 OF 2



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- 02080 - Utility Conflicts
- 02100 - Mobilization/Demobilization
- 02101 - Site Preparation and Earthwork, General
- 02102 - Maintenance of Traffic
- 02110 - Storage of Equipment and Materials
- 02130 - Project Surveying
- 02140 - As-Built Drawings
- 02150 - Environmental Protection
- 02160 - Dewatering
- 02170 - Construction Limits
- 02180 - Excess Material
- 02190 - Project Clean-up
- 02200 - Limerock Base
- 02205 - Rock Riprap
- 02371 - Sand Cement Bags
- 02537 - Cured-in-Place Pipe
- 02575 - Sodding
- 02726 - Storm Drainage System

TECHNICAL SPECIFICATIONS

- 03101 - Mobilization/Demobilization
- 03102 - Maintenance of Traffic
- 03104 - Prevention, Control, and Abatement of Erosion and Water Pollution
- 03120 - Excavation and Embankment
- 03125 - Excavation for Structures

03160 - Stabilized Subgrade
03162 - Topsoil
03190 - Limerock Base
03290 - Prime and Tack Coats for Base Courses
03300 - Cast in place Concrete
03323 - Flowable Fill
03331 - Type SI & SIII Asphaltic Concrete
03347 - Portland Cement Concrete
03425 - Drainage Structures
03430 - Pipe Culverts & Storm Sewers
03522 - Sidewalks and Driveways
03575 - Sodding
03710 - Painted Traffic Stripes
03850 - Testing
03901 - Coarse Aggregate

SECTION 01010

SCOPE OF WORK

1. INTENT OF CONTRACT

1.1 The intent is to provide for the construction and completion in every detail of the work described in the Contract. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies, required to complete the work in accordance with the Plans, Specifications and terms of the Contract.

1.2 The Contract shall be for the Construction of the work described in Item 3 below.

2. WORK BY OWNER

2.1 The Owner has received or has applied for and expects to receive, prior to construction, permits from the following agencies.

2.1.1 St. Johns River Water Management District

3. SCOPE OF WORK

3.1 The construction of **Ravenswood Basin Drainage Improvements** shall consist of all work necessary to remove existing stormwater collection and conveyance, install a new stormwater treatment structure, install a replacement roadway stormwater collection and conveyance system as shown on the plans, and replace roadway asphalt and curbing.

3.2 In general, the work will include the construction of the replacement stormwater system, rerouting of water and sewer utilities, roadway subgrade, limerock base, structural course asphalt, grading, and pavement marking.

3.3 It is not the intent of these Contract Documents to minutely define the mode and fabric of construction of this project, but rather set forth reasonable and rational criteria for the construction thereof.

END OF SECTION 01010

SECTION 01015

DEFINITIONS

1. GENERAL

1.1 For the purpose of these Contract Documents the following definitions apply:

OWNER -	St. Johns County Board of County Commissioners
ENGINEER -	Matthews Design Group, Inc. (MDG)
CONTRACTOR -	General Contractor with whom The Owner contracts to perform the Work outlined in the Contract Documents.

END OF SECTION 01015

SECTION 01020

REFERENCE STANDARDS

1. GENERAL

1.1 In addition to these Contract Documents, the following documents shall be incorporated into and become a part of this set of Specifications, insofar as the applicable sections apply to the proposed work called for on the Contract Drawings or any addenda thereto:

- A. Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, current edition. (English)
- B. Florida Department of Transportation (FDOT), Design Standards (For Design, Construction, Maintenance and Utility Operations), latest edition. (English)
- C. Manual on Uniform Traffic Control Devices, current edition.

1.2 With regards to the FDOT Standard Specifications, and Standard Indexes, all reference to method of Measurement and Basis of Payment shall be deleted.

2. INTENT

2.1 The Contract Documents are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the Engineer's attention in writing before proceeding with the Work affected thereby.

2.2 Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

2.3 Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the Work to be done.

3. INTERPRETATION of DIMENSIONS and QUANTITIES

3.1 The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Proposal, or elsewhere, is for illustrative purposes only. The Owner and/or Engineer do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimated quantities or of the character, location of the work or other conditions pertaining

thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Bid and the execution of the Work.

3.2 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

3.3 Existing dimensions and clearances shall be verified by the Contractor before laying out the work.

4. WORK NOT COVERED by SPECIFICATIONS

4.1 Proposed construction and any contractual requirements not covered by these Specifications may be covered by notes shown on the contract plans or by supplemental specifications or special provisions for the contract, and all requirements of such supplemental specifications or special provisions shall be considered as a part of these Specifications.

END OF SECTION 01020

SECTION 01030

APPLICATION of SPECIAL CONDITIONS

1. GENERAL

1.1 Wherever conflict may exist with the Special Conditions and other parts of Sections of the Contract Documents, the order of precedence shall be as follows:

1. Approved Change Orders, if any, in reverse chronological order
2. Contract Agreement, Including Proposal Form
3. Addenda Issued Prior to Receipt of Bids
4. Special Conditions of the Specifications
5. Contract Drawings
6. Technical Specifications
7. Supplementary Conditions
8. Invitation to Bid
9. Instructions to Bidders
10. General Conditions

1.2 If certain situations arise whereby it would be difficult or impossible for the Special Conditions to prevail, then the final decision shall be made by the Engineer.

END OF SECTION 01030

SECTION 01060

COORDINATION AND MEETINGS

1. COORDINATION

- 1.1 Coordinate scheduling, submittals, and work of the various Sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- 1.2 The Contractor shall notify utility companies for an on-site verification of utility locations at least 48 hours prior to construction.
- 1.3 The Contractor shall comply with all applicable provisions of permits issued by various governmental agencies in conjunction with the work.
- 1.4 The Contractor shall coordinate the completion and cleanup of work of separate sections in preparation for Substantial Completion.
- 1.5 The Contractor shall closely coordinate the removal and replacement of existing overhead and underground facilities (if required).

2. FIELD ENGINEERING

- 2.1 The Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to the Engineer.
- 2.2 The Contractor shall establish elevations, lines and grades utilizing the Contract Drawings.
- 2.3 Upon final completion of the Work, the Contractor shall submit his own as-built drawings prepared by a registered Land Surveyor certifying that the elevations and locations of the work are in conformance with the Contract Documents.

3. PRECONSTRUCTION CONFERENCE

- 3.1 Owner shall schedule a conference after the Notice of Award has been issued.
- 3.2 Attendance Required: Owner, Engineer, and Contractor Job Superintendent.
- 3.3 The Preliminary Agenda for the Pre-Construction Conference is as follows:
 - 3.3.1 Distribution and/or review of Contract Documents

- 3.3.2 Submission of list of Subcontractors, Schedule of Values, Progress Schedule and a preliminary schedule of Shop Drawings and Sample Submittals.
- 3.3.3 Designation of personnel representing the parties in Contract, and the Engineer.
- 3.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
- 3.3.5 Scheduling of Construction Activities.

4. CONSTRUCTION PROGRESS MEETINGS

- 4.1 The Engineer will schedule and administer meetings throughout the progress of the work as needed.
- 4.2 Engineer will make arrangements for Construction Progress Meetings, record minutes, and distribute copies to Contractor, Owner, participants, and those affected by decisions made.
- 4.3 Attendance Required: Job superintendent, major Subcontractors and suppliers, Engineer and Owner as appropriate to agenda topics for each meeting.
- 4.4 Short Interval Schedule - The Contractor will be required to submit a short interval schedule (in the form of a bar chart), at the beginning of each weekly meeting, identifying the work in progress and proposed work over the next four (4) weeks. This Short Interval Schedule shall be formatted to reflect the overall Progress (Project) Schedule as described in Section 01070 and specifically identify Milestones of the Work (if any) including, but not limited to, major storm drainage crossings, utility adjustments (outages), lane closures, pedestrian access impacts, and other modifications to the Maintenance of Traffic.

END OF SECTION 01060

SECTION 01070

CONSTRUCTION PROGRESS SCHEDULE

1. GENERAL

- 1.1 The Contractor will be required to submit their initial Progress (Project) Schedule for approval by the Owner and/or Engineer. The schedule shall indicate the times (number of days or dates) for starting and completing the various stages of the Work and shall not exceed the time stipulated as the Contract Time for the fully complete and functioning project from beginning to end. If revisions are necessary the Contractor shall revise the schedule and resubmit.
- 1.2 The schedule shall be submitted with each Application for Payment and revised as needed for each subsequent Application for Payment, identifying changes since the previous version.
- 1.3 At a minimum, the schedule shall consist of a suitable horizontal bar chart with separate lines for each major section of work or operation. This bar chart shall show the complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. This bar chart shall indicate the early and late start, early and late finish, float dates, and duration of listed items. The chart shall also indicate the estimated percentage of completion for each item of work at each submission.

END OF SECTION 01070

SECTION 01080

SHOP DRAWINGS

1. DEFINITION

- 1.1 The term Shop Drawings as used herein includes fabrication, erection, layout and setting drawings; manufacturer(s) standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.

2. SUBMITTAL of SHOP DRAWINGS

- 2.1 The Contractor is reminded that approved Shop Drawings are required for structures, materials, mixes and all manufactured and fabricated items, prior to Purchase. Six (6) sets of approved Shop Drawings shall be required. Any Shop Drawings required for return to the Contractor shall be submitted in addition to the six (6) sets. All Shop Drawings shall be submitted to Matthews Design Group, Inc.
- 2.2 Each subcontractor shall submit all shop drawings and manufacturer's descriptive data through the Contractor for the Engineer's approval. Shop drawings will not be accepted directly from subcontractors or suppliers (except in special instances when specifically required by the Engineer). All shop drawings shall be thoroughly checked by the Contractor for completeness and for compliance with the Contract Documents before submitting them to the Engineer, and shall bear the Contractor's stamp of approval certifying that they have been so checked.

3. APPROVAL of SHOP DRAWINGS

- 3.1 The Contractor shall schedule the submittal of all required shop drawings with such promptness as to cause no delay in his work or in that of any other contractor or subcontractor.
- 3.2 Upon receipt of shop drawings from the Contractor, the Engineer shall have fourteen (14) days to review and respond to each shop drawing submittal and each subsequent submittal (as needed due to rejection or required revisions).
- 3.3 Upon no circumstance shall the Contractor proceed with the fabrication, erection or installation of above items until the shop drawings have been approved by the Contractor and Engineer.

END OF SECTION 01080

SECTION 01090

QUALITY CONTROL and TESTING SERVICES

1. QUALITY ASSURANCE/CONTROL OF INSTALLATION

- 1.1 The Contractor shall comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 1.2 Work is to be performed by persons qualified to produce workmanship of specified quality.

2. REFERENCES

- 2.1 The Contractor shall conform to reference standards by date of issue current on date of Contract Documents and obtain copies of standards when required by the Contract Documents.
- 2.2 Should specified reference standards conflict with Contract Documents, the Contractor shall request clarification from Engineer before proceeding.

3. TESTING LABORATORY SERVICES

- 3.1 The Contractor shall employ the services of an independent firm, acceptable to the Owner, to perform testing. Contractor shall pay all costs for testing laboratory services. Contractor shall be responsible for pre-qualifying the testing laboratory and the unit price schedule for approval by the Owner and/or Engineer prior to construction.
- 3.2 The independent firm will perform the minimum number of tests as specified by these Specifications or as required by the Engineer.
- 3.3 Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents. Two (2) additional copies of all test reports shall be submitted to the Owner.
- 3.4 The Contractor shall coordinate with the independent firm to submit design mixes and furnish samples of materials, equipment, tools, storage and assistance as requested.
- 3.5 It is the Contractor's responsibility to schedule on-site testing directly with the independent firm and the Contractor shall notify the Engineer 24 hours prior to the expected time for on-site testing.

- 3.6 Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instruction by the Engineer.
- 3.7 All costs for tests not conforming to the requirements of the Contract Documents and testing costs incurred outside of regular working hours (as defined in the Supplementary Conditions) shall be the responsibility of the Contractor.

END OF SECTION 01090

SECTION 01095

CONTRACT CLOSEOUT

1. PRE-FINAL and FINAL INSPECTIONS

- 1.1. Upon completion of the Work, Contractor shall submit written certification that the Contract Documents have been reviewed, the Work has been inspected by the Contractor, and that the Work is complete in accordance with the Contract Documents and ready for Engineer's inspection.
- 1.2. At this time, Engineer shall make a Pre-Final Inspection with reasonable promptness. If the Work is incomplete or defective, Engineer shall notify Contractor to remedy these deficiencies by issuance of a Pre-Final punch list.
- 1.3. Upon notification of substantial completion of Pre-Final punch list items, the Engineer will coordinate the reinspection of the Work by conducting a Final Inspection. Contractor, Engineer, Owner and other governing bodies (if applicable) shall be present for the Final Inspection.
- 1.4. Contractor shall submit the final As-Built Drawings ten (10) days prior to the date of the Final Inspection and provide submittals to Engineer that are required by governing or other authorities.

2. PROJECT RECORD DOCUMENTS

- 2.1. The Contractor shall maintain on site, one set of the following record documents; recording actual revisions to the Work commensurate with the construction progress:
 1. Contract Drawings
 2. Specifications
 3. Addenda
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed (and approved) shop drawings & product data.
 6. Permits
- 2.2. The Contractor shall furnish two (2) complete sets of certified as-builts. As-built requirements can be found in Section 02140 of these Specifications. As-builts shall be prepared and sealed by a registered surveyor.

3. CLOSEOUT SUBMITTALS

3.1 When the Engineer has determined that the Work is acceptable under the Contract Documents and the Contract fully performed, the Contractor shall prepare and submit his final Application for Payment to the Engineer together with the following:

1. Contractor's lien waiver in the full amount of the Contract Sum.
2. Lien waivers from all Subcontractors and major material suppliers who have furnished material for the work under contract with the Contractor or Subcontractor. The lien waivers shall be in the full amount of the contract involved.
3. Consent of surety to final payment.
4. Evidence of compliance with requirements of governing authorities.
5. Certificates of Inspection from all required agencies and departments, as needed.
6. Warranties and Bonds
7. Eight (8) sets of as-built surveys signed and sealed by a Professional Land Surveyor, registered in the State of Florida.
8. All other requirements as set for in the Contract Documents.

4. WARRANTY

4.1 All workmanship performed in the implementation of the scope of work for this project shall be warranted for a period of one year from the date of substantial acceptance. All materials and equipment furnished in the implementation of this scope of work shall be warranted for the standard manufacturer warranty period. All material and equipment warranty documentation shall be submitted to the Owner as part of the close-out document package.

END OF SECTION 01095

SECTION 01100

PERMITS

1. GENERAL

1.1 The Owner has received or has applied for and expects to receive, prior to construction, permits from the following agencies:

1. St. Johns River Water Management District

1.2 A copy of these permits is included in Appendix B and by reference made a part of these Contract Documents.

1.3 The Contractor is responsible for constructing this project in accordance with the permit conditions, including all modifications set forth by the permitting agencies.

END OF SECTION 01100

SECTION 01110
ADA REQUIREMENTS

1. GENERAL

- 1.1 The Contractor is reminded that the construction of the proposed Work must conform to the latest requirements of the American Disabilities Act including, but not limited to, sidewalk and driveway construction.
- 1.2 The Contractor shall acquaint himself with these requirements and the Florida Department of Transportation Standard Indexes and Specifications as set forth in these Contract Documents.

END OF SECTION 01110

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Construction Facilities: Barriers, progress cleaning, and project signage.

1.2 REGULATORY REQUIREMENTS

- A. Conform to all applicable codes, standards and requirements
Florida Building Code
 - 1. Florida Fire Prevention Code
 - 2. OSHA standards
 - 3. St. Johns County requirements
 - 4. Other related or referenced codes and standards listed in items 1 thru 5 above

1.3 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide protection for plants designated to remain.
 - 1. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.4 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.5 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain site in a clean and orderly condition free of waste materials, debris, and rubbish.
- B. Collect and remove waste materials, debris, and rubbish from site weekly and properly dispose off-site.

1.6 PROJECT IDENTIFICATION

- A. Provide 8' w x 4' h project sign of exterior grade plywood and wood frame construction, painted, with exhibit lettering by professional sign painter or die cut vinyl, self-adhesive letters, to Owner's design and colors.
 - 1. Wording on project sign per current requirements by Owner to include the Project Coordinator's name and telephone contact number.
- B. Provide a sign near workers entrance with the following information in addition to other required safety instructions:
 - 1. WARNING: HARD HAT AREA
 - 2. WORK SITE RULES:
 - a. BE ALERT, REPORT UNSAFE CONDITIONS IMMEDIATELY TO JOB SUPERINTENDENT OR COUNTY REPRESENTATIVE.
 - b. NO SMOKING, DRUGS, ALCOHOL or LOUD RADIO PLAYING
 - c. THE FOLLOWING MUST BE WORN AT ALL TIMES:
 - i) HARD HATS and SAFETY GLASSES
 - ii) HARD SOLE SHOES (NO SNEAKERS)
 - iii) SHIRTS AND LONG PANTS
 - 3. YOUR COOPERATION IS GREATLY APPRECIATED
- C. Contractors and Designers identification signs shall be located in such a way as to not distract from the project sign or interfere with traffic site lines at driveways..
- D. Provide permanent and temporary free standing exterior signs that shall comply with Florida Building Code (FBC) Chapter 16, and windload factors in FBC Table 1606.
- E. Erect on site at location indicated.
- F. All other signs require Owner's permission except those required by law.

PART 2 PRODUCTS

2.1 Not Used.

PART 3 EXECUTION

3.1 Not Used.

END OF SECTION 01500

SECTION 02010

GENERAL REQUIREMENTS

1. WORKMANSHIP

1.1 All work shall be proved to be in first class condition and constructed in accordance with the Contract Drawings and Specifications. All defects disclosed by tests and inspections shall be remedied immediately by the Contractor and shall be included in the Contractor's lump sum bid.

2. MATERIALS

2.1 All materials shall be free from defects impairing strength and durability and be of the best commercial quality for the purpose specified.

END OF SECTION 02010

SECTION 02020

EROSION CONTROL and TURBIDITY MONITORING

1. EROSION CONTROL

- 1.1 The Contractor shall make suitable provisions to minimize siltation and erosion of waterways which may result from, or as a result of, his operation during the course of construction of this project. The Contractor is hereby advised that silt barriers are to be used at all times during construction in which siltation or erosion may occur.
- 1.2 The Contractor is reminded that he shall carefully review the Site Grading Plans and Sediment and Erosion Control Details

2. TURBIDITY MONITORING

- 2.1 The Contractor shall monitor the construction activities to ensure that the minimum requirements for erosion control and pollution prevention are met and shall take action as needed to maintain all erosion control measures implemented.
- 2.2 The Contractor shall be held liable for any fines levied against the Owner by any regulatory agency for violations of State Water Quality Standards.
- 2.3 Turbidity shall not exceed twenty-nine (29) NTU's above background measured within the same watershed.

END OF SECTION 02020

SECTION 02030

PROTECTION OF PROPERTY

1. GENERAL

- 1.1 The Contractor shall inform himself concerning the location of existing utilities, pipelines and structures of every type, below, on or above ground, which may interfere with his operations. He shall prepare his Bid and enter into Contract in full understanding of the conditions that may be encountered and his responsibility in connection therewith.
- 1.2 All existing utilities, pipes, poles, signs, mailboxes, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, planters, landscaping, traffic signs and signals, and other structures or items, either public or private, which must be preserved in place shall be protected from damage by the Contractor
- 1.3 Wherever the underground installation of utility lines will proceed through surface improvements previously made by the Owner, other governmental bodies, or adjacent property owners, the Contractor will be responsible for their protection and preservation, including necessary removal and storage of such improvements, and subsequent replacement to obtain to the fullest extent possible, the undisturbed condition.
- 1.4 The Contractor shall bear full responsibility and control of the means and methods of construction required to meet the conditions of the Contract documents. The Contractor shall review the site and adjacent properties to inform himself of the proximity and location of structures adjacent to the site. Should such items be damaged as a result of the Contractor's operations they shall be restored by the Contractor to at least as good condition as that in which they were found immediately before the work was begun, at no additional cost to the Owner.

END OF SECTION 02030

SECTION 02060

PIPE and STRUCTURE GRADE TOLERANCE

1. GENERAL

- 1.1 Inverts for proposed pipe and structure installation, relocation, or modification shall be held within 0.10 feet of the proposed inverts.
- 1.2 Unless an unknown conflict prevents the construction to proposed grade, pipes that exceed the tolerance requirement shall be removed and reinstalled within the grade limits. If an unknown utility conflict should prevent the construction within the allowed limits, the Contractor shall notify the Engineer what action will be taken to eliminate the conflict. If a deviation from the original plans is required, the Contractor shall mark his Plans to show what the problem was and what action was taken to continue his work. This information shall be included on the As-Built Drawings.

END OF SECTION 02060

SECTION 02070

UTILITY COORDINATION

1. GENERAL

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

2. EXISTING UTILITIES

2.1 Known surface and sub-surface utilities are shown or noted on the Drawings as accurately as available information will permit. The Contractor shall have full responsibility for reviewing and checking such information (in the field or by as-built review) for accuracy. The Owner makes no representation or guarantee concerning the accuracy or completeness of such information shown or noted, or that utilities other than those indicated do not exist.

2.2 The Contractor shall be responsible for locating all utilities either on or contiguous to the site and taking adequate precautions to safely protect, support and maintain such utilities during construction, whether or not such utilities are accurately shown on the Drawings.

2.3 Customer service lines and other utilities that traverse the proposed construction are not normally shown on the Drawings and any damages thereto shall be the sole responsibility of the Contractor.

2.4 The following is a list of utility companies or agencies (including contact names) with services within the limits of construction:

<u>Service</u>	<u>Contact Name</u>	<u>Phone #</u>
St. Augustine Utility Department	John Preuss	904.209.4275
Bellsouth Inc.	Bill Langdon	904.256.3143
Comcast Broadband	George Adams	904.669.8088
Florida Power & Light	Sharon Mitchell	904.824.7631

It is the responsibility of the Contractor to notify each of the parties at least 48 hours prior to construction and request that the location of their respective utility or material be located and staked in the field. Should the Contractor encounter any unidentified utility, work in the immediate area shall promptly cease, and the Engineer be advised.

It is the Contractor's responsibility to request line rubber protection (when needed) from Florida Power and Light at least ten(10) working days in advance.

3. PROTECTION OF UTILITIES DURING CONSTRUCTION

3.1 The Contractor shall be responsible for protection of existing and proposed utility systems during construction. Caution shall be used where the required construction will temporarily reduce the minimum cover requirements over existing or proposed utilities regardless of where they are shown on the contract drawings.

3.2 The cost of repair or replacement of any such utility damaged by the Contractor's grading operation shall be included in the Contractor's lump sum bid.

4. TEMPORARY UTILITIES

4.1 All water, electricity and other utilities required in accomplishing the work shall be furnished and installed by the Contractor. The Contractor shall be responsible for obtaining water from fire hydrants, existing water main connections or new connections approved by the Owner, and shall be included in the Contractor's lump sum bid.

END OF SECTION 02070

SECTION 02080

UTILITY CONFLICTS

1. SEQUENCE OF CONSTRUCTION FOR WATER AND/OR SEWER

- 1.1 Where shown on the Contract Drawings or called for within the Contract Specifications, it shall be the Contractor's responsibility to schedule the construction and relocation of the water and/or sewer mains within the limits of construction. This scheduling shall be at the sole discretion of the Contractor. However, failure of the Contractor to review the relationship between component systems or relocate or adjust in conjunction with or prior to the drainage and roadway construction will not constitute a direct conflict in regards to this project regardless of where the water or sewer line is shown on the Contract Drawings.

2. ADJUSTMENTS DURING CONSTRUCTION

- 2.1 Commensurate with the applicable construction, it shall be the Contractor's responsibility to make reasonable investigations of the proposed locations for water and sewer construction. If minor deviations to the design locations can be made in accordance with the requirements of the Contract Documents to avoid conflict with other existing or proposed utilities at no additional cost to the Owner, then Contractor shall inform Engineer of the proposed remedy. Upon approval by the Engineer, the Contractor shall make field notes to identify any adjustments and include such deviations on the as-built drawings.

3. UNKNOWN CONFLICTS

- 3.1 Unknown conflicts are defined as being either lateral or vertical in nature.
- 3.2 When the Contractor discovers an unknown direct conflict (which could not have been reasonably avoided as outlined in Paragraph 2.1 above), he shall contact the Engineer for verification and approval of the method of resolution. If the resolution causes an increase or decrease in the Contract Amount, such work shall be accomplished by the Contractor at the prices established in the Schedule of Values.
- 3.3 The Contractor will be required to make adjustments of all manholes, valve boxes, structure tops (including manhole ring and covers) and other like items within the limits of construction to meet

the final lines, dimensions and grades shown on the Contract Drawings.

4. SCHEDULING of the WORK

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

END OF SECTION 02080

SECTION 02100

MOBILIZATION/DEMobilIZATION

1. GENERAL

- 1.1 Mobilization shall consist of the preparatory work and operations in mobilizing to begin the Work and demobilizing upon completion of Work on the project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and Federal, State and local laws and regulations.
- 1.2 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

END OF SECTION 02100

SECTION 02101

SITE PREPARATION AND EARTHWORK, GENERAL

1. GENERAL

- 1.1 Requirements: Perform all clearing, grubbing and earthwork, including excavation, filling, backfilling and grading indicated and necessary to accomplish the work.
- 1.2 Shoring and Sheeting: Provide all shoring, sheeting and bracing necessary to properly and safely accomplish the work.
- 1.3 Protection of In-Place Structures: Excavations likely to dislocate, misalign, alter, damage, or impair the strength of structures already in place shall be done only after adequate protection has been provided for the in-place structures.
- 1.4 Underground Utilities: Exercise caution while proceeding with the work. Locate and protect all indicated underground utilities from damage. Determine whether other underground utilities such as piping, conduit and cable exist. Should any utilities be found that are not indicated, notify the utility company and the Engineer immediately, and await the instructions of the Engineer before proceeding further with the work in such locations.

2. DISPOSITION OF MATERIAL

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

3. CLEANUP

- 3.1 Debris and Rubbish: Remove and transport debris and rubbish in a manner that shall prevent spillage on streets or adjacent areas. Clean up spillage from street and adjacent areas.
- 3.2 Regulations: Comply with federal, state, and local hauling and disposal regulations.

END OF SECTION 02101

SECTION 02102

MAINTENANCE OF TRAFFIC

1. GENERAL

- 1.1 Maintenance of traffic shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, the current edition of the Roadway and Traffic Design Standards Manual, Index 600 and the MUTCD Current Edition and the Maintenance of Traffic Plan included in the Contract Drawings.

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

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

- 1.2 Construction on the project shall be accomplished in such a manner as to provide ingress and egress for businesses and residences that do not have access to their property via other public or private streets.
- 1.3 At no time will access to any individual residence or business be blocked overnight.
- 1.4 Contractor will notify each business and residence when and how long access will be restricted.
- 1.5 Contractor will coordinate with each directly affected business regarding interruption of access/parking availability. Engineer shall have over-riding authority in the event said coordination cannot be realized.

END OF SECTION 02102

SECTION 02110

STORAGE of EQUIPMENT and MATERIALS

1. GENERAL

- 1.1 The Contractor is reminded that these projects are on public property. For this reason, the Contractor shall use due care in safe operations and shall provide adequate facilities for proper storage of materials, tools and/or equipment, and it shall be the responsibility of the Contractor to provide locked storage and/or sufficient guards to prevent injury or vandalism.
- 1.2 The Contractor shall not (except after written consents from the property owner) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer.

END OF SECTION 02110

SECTION 02130

PROJECT SURVEYING

1. GENERAL

- 1.1 The Owner shall provide the survey work outlined in the bid proposal.
- 1.2 All other survey work must be provided by the Contractor, including construction staking (i.e. grade stakes, lines and levels). Construction layout and staking of the proposed work shall be done under the supervision of a registered land surveyor or engineer authorized to practice in the State of Florida under the provisions of Chapter 472 or 471, Florida Statutes, respectively.
- 1.3 The Contractor will provide all surveys necessary to commence and perform all the work. All work shall be done to the lines, grades and elevations shown on the Contract Drawings. Any work done without being properly located will be ordered removed and replaced at the Contractor's expense.
- 1.4 The Contractor shall furnish, at his own expense, all stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor including instrument men, rodmen, chainmen, etc., as may be required in layout of any part of the Work from the baselines and benchmarks established by the Owner,
- 1.5 All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the Contractor in laying out the Work shall be available at all times during the progress of the Work for the ready examination by the owner or its duly authorized representatives
- 1.6 The Owner may make original and final surveys and make computations to determine the quantities of Work performed or finally in place.
- 1.7 The Contractor shall make such surveys and computations as are necessary to determine the quantities of Work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the Contractor for the purpose of construction and for progress reviews, shall be furnished promptly to the Owner for permanent records and for determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the Contractor shall be made during the presence of the owner.

- 1.8 The Owner may make checks as the Work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed Work as it progresses with the requirements of Contract Specifications and Plans. Such checking by the Owner or its representative shall not relieve the Contractor of his responsibility to perform all Work in accordance with the Contract Plans and the event that location marks as established by the Contractor are found to be inaccurate or inadequate, Work shall be suspended until corrections have been made.
- 1.9 No separate payment will be made for the cost involved in the survey work, layout work or staking performed by the Contractor. All such costs will be considered as incidental to the Contract.

2. SURVEYS AND GRADE STAKES

- 2.1 Any reference points, points of intersection, property corners, or bench marks which are disturbed during construction shall be restored by a land surveyor registered to practice in the State of Florida, and shall be included in the Contractor's lump sum bid.

END OF SECTION 02130

SECTION 02140

AS-BUILT DRAWINGS

1. GENERAL

- 1.1 The work covered under this section includes furnishing the Engineer a complete set of Record Drawings (As-Builts) on bond paper and CADD files on disk. The Owner and/or Engineer will provide the original CADD files on which the "As-Builts" shall be prepared. The Contractor shall maintain "As-Built" Drawings, commensurate with the construction progress. Final as-builts shall be submitted to the Engineer at least ten (10) working days prior to Final Inspection.
- 1.2 Final payment will not be made until the "As-Built" Drawings have been approved by the Engineer, all permitting agencies, the Owner or other governing bodies have jurisdiction.
- 1.3 The cost for preparing the final "As-Built" Drawings shall be included in the Contractor's lump sum bid including, but not limited to, all other costs of collecting, maintaining, and transmitting As-built data.
- 1.4 The Record Drawings information shall be in strict accordance with the following codes and standards:
 1. Local county, municipal and utility codes.
- 1.5 Job Site Record Drawings: Blueline or Blackline prints. Engineer will furnish one set at cost.
- 1.6 Final Record Drawings:
 1. CADD File on CD High Density, .DWG Format. Engineer will furnish one set at cost.
 2. Reproducibles of Non-CADD Drawings: Engineer will furnish one set of non-CADD drawings at cost.
 3. Reproducibles of CADD Drawings: Contractor shall furnish one set of CADD drawings to Engineer.
- 1.7 Contractor shall submit one (1) set of updated as-builts with each progress payment request.

2. REQUIREMENTS

2.1 In preparation of "As-Built Drawings", the designated elevation and distance changed shall be crossed through (not erased) and the actual elevation or distance written in. The drawings shall show the exact size, elevation and location of all finish grades, road elevations on cross-sections, base grades, lines, manholes, storm structures, and deflections in the pipe as required during construction. Disclaimers will not be allowed.

The record drawings shall be maintained by the Contractor to correctly and accurately show all changes from the Contract Documents made during construction and shall reflect surveyed information which shall be performed by a Florida Registered Land Surveyor or Professional Engineer. Each sheet shall bear Surveyor's or Professional Engineer's Statement, embossed seal, and original signature of the Registered Land Surveyor or Professional engineer. The final drawings shall be on bond paper, neat and legible.

- A. Daily records of changes in location of piping, fixtures and other items shall be kept and recorded on the record drawings.
- B. The Contractor shall review the completed record drawings and ascertain that all data furnished is accurate and truly represents the work actually installed. No Record Drawing information will be accepted from subcontractors.
- C. Each as-built sheet shall have the word "AS-BUILT" in 1 inch minimum block letters. Place above the title block in lower right corner. Special detail drawings will be required where installations were not as shown on the Contract Drawings due to field conditions.
- D. The project shall not be considered to be in Substantial Completion until record drawings (as-builts) have been submitted and accepted by the Engineer. Prior to final payment, the record drawings shall be revised by the Contractor to reflect any changes which have occurred since the Substantial Completion submittal, and to add any information found by the Engineer to be missing. After preliminary review by the Engineer, the Contractor shall submit the CADD file disks and one set of reproducible record drawings to the Engineer for final submittal to the Owner and other governmental agencies.

2.2.1 Existing Utilities (electric, telephone cable TV, gas, water and sewer)

- 1. Show elevations and location (by plus and tie from center line) of all existing utilities crossed by new construction.
- 2. Show all utilities including those shown on the drawings and

those exposed during construction.

2.2.2 Storm Drainage

1. Locate all drainage structures by plus and tie from center line.
2. Provide pipe types, sizes and length.
3. Provide elevations for all structures, flow lines of pipe and underdrain.
4. Cross through all changes in design elevations, distances, stations, drainage structures, pipe, etc., and place "as-built" conditions.
5. "As-built" information required for all storm water basins shall consist of:
 - a. Spot elevations on top of bank to confirm minimum design bank elevation.
 - b. Elevation of water stage at date of as-builts.
 - c. Elevation of top of control structure, throat, faces or underdrain and any other controlling feature.
 - d. Location of top bank and existing waters edge at time and date of taking elevations.
 - e. Spot elevations on the bottom of the lake (minimum four (4) shots per acre).
6. Show all drainage easements and encroachments within the easements shown on the plans.
7. "As-built" information required on pumping station shall include:
 - a. Size, location and invert elevation of wetwell to nearest tenth of a foot.
 - b. Elevations of wetwell top or cover, and for each pipe invert.
 - c. All schedules on the Drawings which show pump, motor or electrical data shall be amended to show as-built conditions.
 - d. Discharge piping route shall be located in two (2) directions same as required for water mains. Show

horizontal and vertical control dimensions of each fitting, change in location or elevation and at points of connection or discharge. Give type and size of pipe.

2.3 Paving

1. Stations and elevations on centerline (or profile grade line), curb, gutter (or edge of pavement), and back of sidewalk a minimum of every 100 feet and at the following changes in vertical and horizontal alignment:
 - a. PVC and PVT
 - b. Low points and high points
 - c. Curb returns at intersections
 - d. Centerline intersections
 - e. Begin and end of superelevation transitions
 - f. Begin and end of full superelevation

END OF SECTION 02140

SECTION 02150

ENVIRONMENTAL PROTECTION

1. DUST CONTROL

- 1.1 Trucked water shall be used as needed to prevent airborne dust. If the Engineer determines it is necessary to control dust from time to time during the progress of work, the Contractor shall do so at no additional cost to the Owner.

2. LITTER

- 2.1 The Contractor shall be required to control, collect and dispose of all litter excavated or exposed by the work as directed by the Engineer.

3. WATER CONTROL

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

4. EROSION AND SEDIMENT CONTROL

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

END OF SECTION 02150

SECTION 02160

DEWATERING

1. GENERAL

- 1.1 The Contractor is responsible for maintaining dry excavations during the performance and inspection of the work including, but not limited to, storm drainage structures, pipe culverts and storm sewers, and stabilized subgrade. It shall also be the Contractor's responsibility to select a dewatering system suitable to the work being performed and the soils being dewatered. The Contractor's attention is called to the geotechnical reports for this project and recommendations for dewatering.
- 1.2 At no time should water be allowed to rise into the excavation during construction and water levels shall be maintained to such a level that will prevent the bottom of the excavation from pumping and/or deteriorating.
- 1.3 Should the Contractor fail to maintain groundwater at sufficient elevations in the opinion of the Engineer, modifications or changes to the dewatering system shall be required as directed by the Engineer, and shall be included in the Contractor's lump sum bid.

2. ROADWAY CONSTRUCTION

- 2.1 If the Contractor encounters high groundwater elevations during the procurement of the Work, it is the Contractor's responsibility to implement and maintain temporary dewatering measures until the permanent groundwater control systems are constructed.

END OF SECTION 02160

SECTION 02170

CONSTRUCTION LIMITS

1. GENERAL

- 1.1 The Construction Limits encompass the entire Right-of-Way, easements and site work limits as shown on the Contract Drawings.
- 1.2 The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to the limits shown on the Contract Drawings and shall not encumber the premises with his materials.

2. ENCROACHMENTS

- 2.1 As a reminder, The Contractor shall not (except upon written consent from the property owner) enter or occupy with men, tools or equipment lands outside the easements, rights-of-ways or property of the Owner. A copy of the written consent shall be filed with the Engineer.
- 2.2 The Contractor shall be responsible for any encroachments on rights or property of the public or adjoining property owners and shall hold the Owner harmless because of any encroachments which may result of his lack of proper layout. In this regard he shall, without extra cost to the Owner, remove any work or that portion of any work that encroaches on the property of others, or that is built beyond legal building or setback limits, and he shall rebuild the affected work or portion of work at the proper locations and in full compliance with the Contract Documents.

END OF SECTION 02170

SECTION 02180

EXCESS MATERIAL

1. GENERAL

- 1.1 Excess material shall be the property of the Contractor and be removed from the site at the Contractor's expense, unless otherwise approved by Owner.
- 1.2 Timber, stumps, brush, roots, rubbish and objectionable material resulting from clearing and grubbing shall become the property of the Contractor.
- 1.3 The disposal of excavated muck or other materials unsuitable for the roadway construction including but not limited to, paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slabs, limerock, sidewalks, curb and gutter, etc., shall be disposed of by the Contractor, costs for such work shall be included in the Contractor's lump sum bid, and shall be in accordance with all Federal, State and local laws, ordinances, regulations and rules.

END OF SECTION 02180

SECTION 02190
PROJECT CLEAN-UP

1. GENERAL

- 1.1 Upon completion of the work, and before Final Acceptance and Final Payment, the Contractor shall remove from the right-of-way and adjacent property all false work, equipment, surpluses, and discarded materials, rubbish, and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the entire length of the work under contract.
- 1.2 The placing of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal; however, the Contractor will be allowed to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by him, adjacent to the project, but no discarded equipment or materials, or rubbish shall be placed on such site.
- 1.3 Areas adjacent to the project right-of-way used as a plant site, materials storage area or equipment yard shall, at such time as they are no longer needed by the Contractor for such purposes, be shaped and dressed in close conformity to their original appearance.
- 1.4 Subject to the decision of the Engineer, the Contractor will be required to mow the sodded and/or seeded and mulched areas seven (7) days prior to Final Inspection and/or Final Acceptance and this requirement shall be included in the Contractor's lump sum bid.

END OF SECTION 02190

SECTION 02200

LIMEROCK BASE

1.0 GENERAL

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

2.0 EQUIPMENT AND MATERIALS

The limerock material shall meet the requirements of Section 911, Florida Department of transportation Standard Specifications, current edition. The limerock shall be spread by mechanical rock spreaders equipped with a device which strikes off the limerock uniformly to laying thickness.

3.0 TRANSPORTING LIMEROCK

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

4.0 SPREADING LIMEROCK

4.1 Method of Spreading

The limerock shall be spread uniformly, with equipment as previously specified in this section. All segregated areas of fine or coarse rock shall be removed and replaced with properly graded rock.

4.2 Number of Courses

When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be half the total compacted thickness of the finished base or thick enough to be the weight of construction equipment without disturbing the subgrade.

4.3 Limerock Base for Shoulder Pavements

Limerock base for shoulder construction shall be placed before the final course of pavement for the traveled roadway. Any limerock placed on the surface course of the traveled roadway shall be immediately swept off. The placing of limerock for shoulder construction shall not damage or scar the surface course of the adjacent roadway for any reason.

5.0 COMPACTING AND FINISHING BASE

5.1 Single-Course Base

For single course base, after spreading is complete the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction.

5.2 Double-Course Base

For double-course base, the first course shall be cleaned of foreign materials and bladed to a cross section approximately parallel to the finished base. Prior to placement of the second course the first course shall be compacted as required by the plans and density tests demonstrating compliance with compaction requirements shall be provided to the engineer. After spreading of limerock for the second course, the surface shall be finished and shaped so as to produce the required grade and cross section after compaction. The second course shall be free of foreign material.

5.3 Moisture Content

When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. When water is added, it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted.

5.4 Density Requirements

5.4.1 Compaction

As soon as proper moisture conditions are attained, the limerock shall be compacted to 100% of maximum density as determined by AASHTO T180. Limerock base for shoulder areas shall be compacted to 98% density. Limerock for the travelway shall achieve a minimum LBR of 100. Limerock for shoulder base shall achieve an

LBR of 33.

5.4.2 Testing

A minimum of 3 density tests shall be performed on each day's final compaction operation on each course and density tests shall be performed more frequently if deemed necessary by the engineer. During final compaction operations, if blading is needed to obtain the true cross section and true grade, the compacting operators for affected areas shall be completed prior to density testing on the finished base.

5.5 CORRECTION OF DEFECTS

5.5.1 Contamination of base material:

If, at any time, the subgrade becomes mixed with the limerock base, the contractor shall, without compensation, remove the mixture, reshape and compact the subgrade, and replace the removed limerock which shall be reshaped and compacted according to the specifications above.

5.5.2 Cracks and Checks

If cracks or checks appear in the base, either before or after priming, which, in the Engineer's opinion, would damage or impair the structural efficiency of the base, the contractor shall remove the cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting.

5.5.3 Compaction of Widening Strips

Where base construction cannot be accomplished with the use of standard compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers or other special equipment which achieves the density requirements.

6.0 TESTING SURFACE

The finished surface of the base course shall be checked with a template cut to the required crown and with a 15 foot straight edge laid parallel to the centerline of the road. All irregularities greater than 1/4 inch shall be corrected by scarifying and removing or adding limerock as required, after which the entire area shall be recompacted as specified before. Tests shall not be taken in small holes caused by small pieces of limerock having been pulled out by the grader.

7.0 PRIMING AND MAINTAINING

The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. The base shall be firm, unyielding, and in compliance with the specifications so as to achieve the desired grade and cross slope.

The contractor shall assure that the true crown and template are maintained with no rutting or distortions and that the base meets all specification at the time of surface course application.

8.0 THICKNESS REQUIREMENTS

8.1 Measurements

Thickness of the base shall be measured at intervals of not more than 200 feet. Measurements shall be taken at various points on the cross section through holes 3 inches in diameter minimum.

8.2 Correction Areas

Where the compacted base is deficient by more than ½ inches from the thickness called for in the plans, the contractor shall scarify, place additional material 20 feet in each direction, and recompact to the required, thickness, slope, and density as specified.

END OF SECTION 02200

SECTION 02205

ROCK RIPRAP

1 SCOPE

The work shall consist of the construction of rock riprap revetments and blankets, including filter or bedding where specified.

2 TESTING

2.1 Quality

Individual rock fragments shall be dense, sound, and free from cracks, seams, and other defects conducive to accelerated weathering. Except as otherwise specified, the rock fragments shall be angular to subrounded. The least dimension of an individual rock fragment shall be not less than one-third the greatest dimension of the fragment. ASTM D 4992 provides guidance on selecting rock from a source.

Except as otherwise provided, the rock shall be tested and shall have the following properties:

Rock type 1

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.5 when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 2 percent when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall not be more than 10 percent when sodium sulfate is used or more than 15 percent when magnesium sulfate is used.

Rock type 2

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.5 when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 2 percent when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

Rock type 3

- **Bulk specific gravity (saturated surface-dry basis)**—Not less than 2.3 when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Absorption**—Not more than 4 percent when tested in accordance with ASTM C 127 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

2.2 Methods of soundness testing

Rock cube soundness—The sodium or magnesium sulfate soundness test for all rock types (1, 2, or 3) shall be performed on a test sample of $5,000 \pm 300$ grams of rock fragments, reasonably uniform in size and cubical in shape, and weighing, after sampling, about 100 grams each. They shall be obtained from rock samples that are representative of the total rock mass, as noted in ASTM D 4992, and that have been sawed into slabs as described in ASTM D 5121. The samples shall further be reduced in size by sawing the slabs into cubical blocks. The thickness of the slabs and the size of the sawed fragments shall be determined by the size of the available test apparatus and as necessary to provide, after sawing, the approximate 100-gram samples. The cubes shall undergo five cycles of soundness testing in accordance with ASTM C 88.

Internal defects may cause some of the cubes to break during the sawing process or during the initial soaking period. Do not test any of the cubes that break during this preparatory process. Such breakage, including an approximation of the percentage of cubes that break, shall be noted in the test report.

After the sample has been dried following completion of the final test cycle and washed to remove the sodium sulfate or magnesium sulfate, the loss of weight shall be determined by subtracting from the original weight of the sample the final weight of all fragments that have not broken into three or more fragments.

The test report shall show the percentage loss of the weight and the results of the qualitative examination.

Rock slab soundness—When specified, the rock shall also be tested in accordance with ASTM D 5240. Deterioration of more than 25 percent of the number of blocks shall be cause for rejection of rock from this source. Rock shall also meet the requirements for average percent weight loss stated below:

- Unless otherwise specified, the average percent weight loss for Rock Type 1 shall not exceed 30 percent when sodium sulfate is used or 38 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss shall not exceed 38 percent for sodium sulfate soundness or 45 percent for magnesium sulfate soundness.

2.3 Field durability inspection

Rock that fails to meet the material requirements stated above (if specified), may be accepted only if similar rock from the same source has been demonstrated to be sound after 5 years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the rock to be installed under this specification.

A rock source may be rejected if the rock from that source deteriorates in 3 to 5 years under similar use and exposure conditions expected for the rock to be installed under this specification, even though it meets the testing requirements stated above.

Deterioration is defined as the loss of more than one-quarter of the original rock volume, or severe cracking that would cause a block to split. Measurements of deterioration are taken from linear or surface area particle counts to determine the percentage of deteriorated blocks. Deterioration of more than 25 percent of the pieces shall be cause for rejection of rock from the source.

2.4 Grading

The rock shall conform to the specified grading limits after it has been placed within the matrix of the rock riprap. Grading tests shall be performed, as necessary, according to ASTM D 5519, Method A, B, or C, as applicable.

3 MATERIAL

Rock riprap, if so specified, shall be obtained from designated sources. It shall be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits.

At least 30 days before rock is delivered from other than designated sources, the contractor shall designate in writing the source from which rock material will be obtained and provide information satisfactory to the contracting officer that the material meets contract requirements. The contractor shall provide the contracting officer's technical representative (COTR) free access to the source

for the purpose of obtaining samples for testing. The size and grading of the rock shall be as specified in the construction plans.

Rock from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.

Based on a specific gravity of 2.65 (typical of limestone and dolomite) and assuming the individual rock is shaped midway between a sphere and a cube, typical size/weight relationships are:

Sieve size of rock	Approx. weight of rock	Weight of test pile
16 inches	300 pounds	6,000 pounds
11 inches	100 pounds	2,000 pounds
6 inches	15 pounds	300 pounds

When specified or when it is necessary to verify the gradation of the rock riprap, a particle size analysis shall be performed in accordance with ASTM D5519, Test Method A or B. The analysis shall be performed at the work site on a test pile of representative rock. The mass of the test pile shall be at least 20 times the mass of the largest rock in the pile.

The results of the test shall be compared to the gradation required for the project. Test pile results that do not meet the construction specifications shall be cause for the rock to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last rock riprap to be placed.

4 SUBGRADE PREPARATION

The subgrade surface on which the rock riprap, filter, bedding, or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material and shall conform to the requirements of the specified class of earthfill.

Rock riprap, filter, bedding, or geotextile shall not be placed until the foundation preparation is completed and the subgrade surface has been inspected and approved.

5 EQUIPMENT-PLACED ROCK RIPRAP

The rock riprap shall be placed by equipment on the surface and to the depth specified. It shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying material. The rock for riprap shall be delivered and placed in a manner that ensures the riprap in place is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.

Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

6 HAND PLACED ROCK RIPRAP

The rock riprap shall be placed by hand on the surface and to the depth specified. It shall be securely bedded with the larger rocks firmly in contact one to another without bridging. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on its vertical edge except where it is laid like paving stone and the thickness of the rock equals the specified depth of the riprap course.

7 FILTER OR BEDDING

When the contract specifies filter, bedding, or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

END OF SECTION 02205

SECTION 02371

SAND CEMENT RIPRAP

1 GENERAL

1.1 Description.

Construct riprap composed of sand-cement or rubble (consisting of broken stone or broken concrete) as shown in the Design Standards and in the plans. When specified in the plans, place bedding stone under the rubble riprap. When specified in the plans or Design Standards, place geotextile fabric under the riprap.

2 MATERIALS

2.1 Sand-Cement:

(1) Portland Cement: Provide cement from an approved source meeting the requirements of FDOT Standard Specifications for Road and Bridge Construction, current edition, Section 921. Certify that cement meets the requirements of the Contract Documents.

(2) Fine Aggregate: Meet the requirements of FDOT Standard Specifications for Road and Bridge Construction, current edition, Section 902-3.3.

(3) Sacks: Provide sacks made of jute, cotton, or scrim reinforced paper capable of holding the sand-cement mixture without leakage. Ensure that sack material is permeable and absorptive enough to permit passage of water to provide for hydration of the cement. Ensure that paper used in sacks is non-asphalt laminated with a polyester fiber scrim reinforcement in a three-way directional pattern, has an embossed finish, and is perforated approximately 3/32 inch in approximate 1 inch centers. Extend perforations continuously through the entire wall. Provide sacks of uniform size and dimensions, in order to provide uniformity of lines in the completed work. Use sacks that are free from holes and strong enough to withstand handling without ripping or splitting. Use only one type and size of sack at any one structure.

(4) Grout: Provide sand from an approved source meeting the requirements of FDOT Standard Specifications for Road and Bridge Construction, current edition, Section 902-3.3. Provide cement from an

approved source meeting the requirements of FDOT Standard Specifications for Road and Bridge Construction, current edition, Section 921.

(5) Geotextile Fabric: Meet the requirements of FDOT Standard Specifications for Road and Bridge Construction, current edition, Section 514 and FDOT Design Standards, Index 199.

3 EXECUTION

3.1 Sand-Cement:

3.1.1 Mixing Materials: Proportion sand and cement in the ratio of 5 cubic feet of sand to 94 lbs. (1 bag) of cement. If proportioning the materials by mass, use a density of 85 lbs/ft³ (loose volume) for sand. The Contractor may batch sand at the moisture content occurring in the stockpile. Mix the sand and cement until the mixture is of uniform color.

3.1.2 Filling Sacks: Accurately measure the mixed material into each sack, taking care to place the same amount of material in each sack; keep at least the top 6 inches of the sacks unfilled to allow for proper tying or folding and to ensure against breaking of the sack during placing.

3.1.3 Placing: Place the filled sacks with their tied or folded ends all in the same direction. Lay the sacks with broken joints, in a regular pattern. Ram or pack the sacks against each other so as to form a close and molded contact after the sand and cement mixture has set up. Remove and replace sacks ripped or torn in placing with sound, unbroken sacks. Then, thoroughly saturate all sacks with water.

3.1.4 Grouting: Immediately after watering, fill all openings between sacks with dry grout composed of one part Portland cement and five parts sand.

3.1.5 Toe Walls: The Contractor may construct toe walls of riprap for fill slopes of poured in place concrete in lieu of sand cement in sacks. Meet the concrete requirements as specified in Section 03347. If using sand cement in sacks for the toe walls, fill the entire trench excavated for the toe walls with sand cement in sacks.

3.2 Rubble: Dump rubble in place forming a compact layer conforming to the neat lines and thickness specified in the plans. Ensure that rubble does

not segregate so that smaller pieces evenly fill the voids between the larger pieces.

3.3 Bedding Stone: Place bedding stone without puncturing or tearing the geotextile fabric. Remove and replace geotextile fabric damaged as a result of operations at no expense to the Owner. The Engineer will allow an in place thickness tolerance of ± 1 inch.

4 METHOD OF MEASUREMENT

4.1 Sand-Cement: The quantity to be paid for will be the volume, in cubic yards, of sand actually used in the sand cement mixture and grout, satisfactorily placed and accepted. If sand cement is proportioned by volume, the sand will be measured loose in an approved measure prior to mixing with cement. If sand cement is proportioned by weight, approved scales will be used for this purpose and the volume will be calculated using a standard conversion factor for sand of 85 lbs/ft³. No adjustment of batch weights to allow for varying moisture content of the sand will be made. For toe walls, the quantity to be paid for will include only the volume of sand cement in sacks or concrete placed within the neat lines shown in the plans for the toe walls

5 BASIS OF PAYMENT

5.1 Sand-Cement: Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation, and backfill. Include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for Riprap (Sand-Cement).

END OF SECTION 02371

SECTION 02537

CURED-IN-PLACE-PIPE (CIPP)

PART 1 – GENERAL

It is the intent of this section of these Specifications to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a thermosetting reaction.

PART 2 – REFERENCED DOCUMENTS

This Specification references ASTM D5813 (Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe) ASTM F1216 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube), and ASTM F1743 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe).

PART 3 – QUALIFICATION REQUIREMENTS

The system proposed (materials, methods, workmanship) must be proven through previous successful installations to an extent and nature satisfactory to the Owner and the Engineer that is commensurate with the size of the project being proposed. Since CIPP is intended to have a 50-year design life, only products deemed to have this performance will be accepted. All products and installers must be pre-approved prior to the formal opening of proposals.

Products and Installers seeking approval must meet all of the following criteria to be deemed commercially acceptable:

For a Product to be considered Commercially Proven, a minimum of 250,000 linear feet and/or 1000 line sections must have been successfully installed. The Manufacturer (Licensor) shall have completed sufficient enough testing to document that the materials and the method(s) of installation proposed will produce the desired long-term performance.

For an Installer to be considered Commercially Proven, the Installer must satisfy all insurance, financial, and bonding requirements of the Owner, and must have at least three years active experience in the commercial installation of the product bid. The Installer's key personnel shall have at least 100,000 linear feet and/or 300 line sections

of successful experience (included in this experience shall be a sufficient quantity of installations in the sizes proposed for this project).

The Installer shall be "ISO" certified or demonstrate that he/she has a similar quality assurance system in place.

Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to the proposal due date to allow time for adequate consideration. The Owner will advise of acceptance (or rejection) a minimum of three days prior to the due date. All required submittals must be satisfactory to the Owner.

PART 4 – SUBMITTALS

The Contractor shall submit the following information:

1. Manufacturer's certification that the materials to be used meet the referenced standards and these specifications.
2. License or certificate verifying Manufacturer's/Licenser's approval of the installer.
3. Proposed equipment and procedures for accomplishing the work.
4. Lining Manufacturer's product data and instructions for resin and catalyst system.
5. Design Calculations for wall thickness designs. To be completed by an engineer proficient in the design of pipeline systems.

PART 5 – MATERIALS

5.1 The Tube. The tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.

5.1.1. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube.

- 5.1.2. The tube shall be uniform in thickness and when subjected to the installation pressures will meet or exceed the designed finish wall thickness.
- 5.1.3. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
- 5.1.4 The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall also include the lining manufacturer's name or identifying symbol.
- 5.2. The Resin System. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project.

PART 6 – STRUCTURAL REQUIREMENTS

The design thickness of the liner shall be arrived at using standard engineering methodology. ASTM F1216, Appendix X1, has such an acceptable methodology that may be used where applicable. The long-term flexural modulus to be used in the design shall be verified through testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.

The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.

The finished CIPP shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The materials properties of the finished CIPP shall meet or exceed the following structural standards:

MINIMUM PHYSICAL PROPERTIES

Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500psi	4,500psi	5,000psi
Flexural Modulus (Initial)	D790	250,000psi	400,000psi	300,000psi
Flexural Modulus(50 Yr)	D790	125,000psi	200,000psi	150,000psi
Tensile Strength	D638	3,000psi	3,000psi	4,000psi

PART 7 – INSTALLATION

The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances being made for polymerization shrinkage and the anticipated loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the tube.

Temperature gauges shall be placed at the upstream and downstream ends of the reach being lined to monitor the pressurized fluid's (air or water) temperature. In addition to monitoring the temperature inside the tube, temperature gauges shall be placed between the host pipe and the liner at as many points as is practical to record the heating that takes place on the outside of the liner.

Curing of the resin system shall be as per the Manufacturer (Licensor) of the CIPP product. The temperatures achieved and the duration of holding the pressurized fluid at those temperatures shall be per the Manufacturer's (Licensor's) established procedures.

PART 8 – INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

It shall be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and to provide rights of access to these points. If a street must be closed to traffic because of the orientation of the pipeline, the Owner shall institute the actions necessary to do this for the mutually agreed time period. The Owner shall also provide free access to water hydrants for cleaning, installation of the tube, and other work items requiring water.

The Contractor, when required, shall remove all internal debris out of the pipeline that will interfere with the installation of the CIPP. The Owner shall provide a dumpsite for all

debris removed during the cleaning operations. Unless stated otherwise, it is assumed that this site will be at or near the sewage treatment facility to which the debris would have arrived in absence of the cleaning operation. Any hazardous waste encountered during this project will be considered as a changed condition.

The Contractor, when required, shall provide for the flow of sewage around the section, or sections, of pipe designated for rehabilitation. The bypass shall be made by plugging the line at the existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the anticipated flow. The Owner may require a detail of the bypass plan to be submitted.

Experienced personnel trained in locating breaks, obstacles, and service connections by close circuit television shall perform inspection of the pipelines. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP into the pipelines, and it shall be noted so that these conditions may be corrected. A videotape and suitable log shall be kept for later reference by the Owner.

It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be temporarily out of service, the maximum amount of time of no service shall be 16 hours for any property served by the sewer. The Contractor shall be required to notify the City and all affected properties whose service laterals will be out of commission and to advise against water usage until the sewer main is back in service. Such notification shall be provided to the Utility Department at least one week prior to service disconnecting.

A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

- A. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems that could arise.

- B. Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.
- C. Personal contact with any home or business that cannot be reconnected within the time stated in the written notice.

PART 9 – QUALITY ASSURANCE PROCEDURES

The Contractor shall prepare a sample for each installation of CIPP. The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. The flat plate samples shall be taken directly from the wet out tube, clamped between flat plates, and cured in the downtube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only.

In addition to physically sampling the finished CIPP, the Contractor shall post-TV the completed work. The television inspection should be used to confirm tightness of the fit of the CIPP to the host pipe and to identify any imperfections. The finished liner shall be continuous over its entire length and be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.

PART 10 – PAYMENT

Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Progress payments will be made on the work performed during that period.

END OF SECTION 02537

SECTION 02575

SODDING

1. GENERAL

Sodding shall be provided in the areas designated by the typical sections of the Contract Drawings and in all areas damaged by construction activity.

2. MATERIALS

2.1 New Topsoil

2.1.1. Provide topsoil which is fertile, friable, naturally loamy, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones larger than 2" in any dimension, and other extraneous or toxic matter harmful to plant growth.

2.1.2. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at site of work. Obtain topsoil from naturally well-drained sites where topsoil occurs in depth of not less than 4"; do not obtain from bogs or marshes.

2.2 Fertilizer: Provide in accordance with Section 982 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.

2.3 Grass Materials

2.3.1. Sod: Provide machine cut, strongly-rooted, certified turfgrass sod, not less than 2 years old and free of weeds and undesirable native grasses. Provide sod capable of vigorous growth and development when planted (viable, not dormant).

2.3.2. Sod Pad Size: Uniform thickness of 5/8", plus or minus 1/4", measured at time of cutting and excluding top growth and thatch. Provide in suppliers standard size of uniform length and width with maximum allowable deviation of plus or minus 1/2" in width and plus or minus 5% in length. Broken or torn pads or pads with uneven ends are not acceptable.

2.3.3. Sod Strength: Provide sod pads capable of supporting their own weight and retaining size and shape when supplier's standard size pad is suspended vertically from a firm grasp on upper 10% of the pad.

2.3.4. WATER: Provide in accordance with Section 983 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.

3. EXECUTION

- 3.1 PREPARATION OF GROUND: The areas over which the sod is to be placed shall be scarified or loosened to suitable depth. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may, at his discretion, authorize the elimination of the ground preparation.
- 3.2 FERTILIZING: The operations of fertilizing shall be in accordance with Section 570-3.7 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
- 3.3 PLACING SOD: Whenever a suitable length of roadway has been graded and is ready for sodding the Contractor shall, when directed by the Engineer, proceed at once with the sodding of the available areas. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Engineer after his careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained properly moistened.
- Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.
- The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.
- Where sodding is used in drainage ditches, the setting of the pieces shall be staggered such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed 150 mm. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.
- On areas where the sod may slide, due to height and slope, the Engineer may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.
- Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.
- 3.4 WATERING: The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results after being placed. The sod shall be kept in a moist condition for the duration of the contract period (and in no case less than 2 weeks). The moistened condition shall extend to at least to the full depth of the rooting

zone. Water shall not be applied, however, when there is danger of a freezing condition.

- 3.5 MAINTENANCE: The requirements for maintenance as specified in Section 570-4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, shall apply to this work.

END OF SECTION 02575

SECTION 02726

SITE STORM DRAINAGE SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

1. Storm drainage piping, inlets, catch basins, manholes and site surface drainage, fittings and accessories.

1.2 REFERENCES

1. The Florida Department of Transportation Standard Specification for Road and Bridge Construction, latest edition, and all supplements, referred to hereafter as the FDOT Standard Specifications. References to the FDOT Standard Specifications are used to specify materials, application and installation. Administrative, contractual and measurement and payment requirements are not applicable.
2. The Florida Department of Transportation Roadway and Traffic Design Standards, latest edition, and all supplements, referred to hereafter as the FDOT Design Standards.
3. St. Johns County Roadway and Drainage Standards Ordinance 96-40.

1.3 SUBMITTALS

1. Shop Drawings: Indicate dimensions and details of catch basins, inlets, manholes and other structures.
2. Product Data: Provide pipe and pipe accessories.
3. Project Record Documents: Accurately record location of pipe runs, connections, catch basins, inlets, manholes, cleanouts, and invert elevations.

PART 2 PRODUCTS

2.1 PIPE MATERIALS

1. Reinforced concrete pipe, Class III unless otherwise noted, FDOT Standard Specifications Section 941.

2.2 JOINT MATERIALS FOR PIPE

1. Concrete Pipe: FDOT Standard Specifications Paragraph 430-7.

2.3 MATERIALS FOR INLETS, CATCH BASINS, MANHOLES, JUNCTION BOXES, ENDWALLS AND BOX CULVERTS

1. Concrete: FDOT Standard Specifications Section 346.
2. Reinforcing Steel: FDOT Standard Specifications Section 415.
3. Castings for Frames and Grates: FDOT Standard Specifications Paragraph 962.
4. Structural Steel Frames and Grates: FDOT Standard Specifications Paragraph 425-3.2.
5. Brick and Concrete Masonry Units: FDOT Standard Specifications Section 949.
6. Mortar for Brick Masonry: FDOT Standard Specifications Paragraph 425-2.2.
7. Hydrated Lime: FDOT Standard Specifications Section 922.

2.4 PRECAST INLETS, CATCH BASINS, MANHOLES, AND JUNCTION BOXES

1. FDOT Standard Specifications Paragraph 425-5.
2. FDOT Design Standards Index No. 201.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

1. Verify that excavations are ready to receive work.
2. Hand trim excavations. Correct over excavation with coarse aggregate or lean concrete.

3.2 INSTALLATION - PIPE

1. Concrete Pipe: FDOT Standard Specifications Paragraphs 430-4 and 440-5.

3.3 CONSTRUCTION - INLETS, CATCH BASINS, MANHOLES, JUNCTION BOXES, ENDWALLS AND BOX CULVERTS

1. Placing concrete and reinforcing steel: FDOT Standard Specifications Paragraph 425-6.
2. Setting frames and grates: FDOT Standard Specifications Paragraph 425-6.3.
3. Laying Brick: FDOT Standard Specifications Paragraph 425-6.5.

4. Placing Pipe: FDOT Standard Specifications Paragraph 430-4.

5. Concrete Box Culverts: FDOT Standard Specifications Section 400.

3.4 ADJUSTING EXISTING STRUCTURES

1. FDOT Standard Specifications Paragraph 425-6.7.

3.5 EARTHWORK

1. Section 02200 - EARTHWORK.

END OF SECTION 02726

SECTION 03101

MOBILIZATION/DEMobilIZATION

1. GENERAL

- 1.1 Mobilization shall consist of the preparatory work and operations in mobilizing for beginning work and demobilizing upon completion of work on the project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and Federal, State and local laws and regulations.
- 1.2 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

END OF SECTION 03101

SECTION 03102

MAINTENANCE OF TRAFFIC

1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, maintenance of traffic shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and the Roadway and Traffic Design Standards Index, current edition and the Manual of Uniform Traffic Control Devices, latest edition.
- 1.2 The individual in charge of maintaining daily traffic control through the work zone shall be FDOT certified in work zone traffic control. The Contractor shall be required to furnish the names and phone numbers of at least two (2) individuals whom may be contacted 24 hours a day in the event of an emergency. Traffic control devices as required by the maintenance of traffic plan shall be maintained in proper order at all times throughout the duration of the contract.

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

2. TEMPORARY PAVEMENT

- 2.1 In these maintenance of traffic plans when reference is made to temporary pavement, this is to be defined as an asphaltic concrete driving surface. Refer to the General Notes on the plans for the temporary pavement section requirements.
- 2.2 In accomplishing the work required for construction of this project, no limerock or base course material shall remain exposed to traffic for more than twenty-four (24) hours without having an asphalt surface applied. This requirement is applicable to all cuts of existing pavement for any purpose.
- 2.3 Temporary repair (for road cuts) shall be accomplished utilizing a Type II hot mix asphalt with a minimum compacted thickness of 12" level with the existing pavement surface (a tolerance of plus or minus one-quarter inch will be allowed). Compaction shall be accomplished in accordance with the provisions of Paragraph 330-10 A Compacting Mixture, Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
- 2.4 Temporary pavement repair shall conform to the existing profile of the roadway surface so as to provide for drainage and a relatively smooth riding surface under all weather conditions. Repaired surfaces shall be maintained by the Contractor until such time as they are overlaid or replaced by the permanent pavement.

3. TEMPORARY CURB

3.1 Where so called for on the plans, temporary curbing (Alternate #1) shall be constructed in accordance with Index 600 of the FDOT Roadway and Traffic Design Standards, current edition.

3.1.1 Drainage slots (a break in the curb) shall be provided at 50 foot spacings and shall be 12" wide unless otherwise approved by the Engineer.

3.1.2 In addition to edgelines, the Contractor is required to paint the face of the curb white or yellow as appropriate.

3.1.3 Temporary curb openings shall be provided at driveways and business accesses.

END OF SECTION 03102

SECTION 03104

PREVENTION, CONTROL, and ABATEMENT OF EROSION and WATER POLLUTION

1. GENERAL

1.1 At a minimum, erosion protection shall be in accordance with Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, Index Nos. 102 and 103 in the latest edition of the Roadway and Traffic Design Standards Manual, the notes and details shown on the Contract Drawings.

1.2 The Contractor shall implement both the Sediment and Erosion Control Plan and the Stormwater Pollution Prevention Plan for the prevention, control, and abatement of erosion and water pollution during the entire Contract Period to comply with local and State of Florida water quality standards and regulations, and Federal NPDES regulations.

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

2. SILT FENCE and HAY BALES

2.1 Prior to construction and as a minimum standard, the Contractor shall install temporary silt fence and hay bales in accordance with the Contract Drawings. The Contractor shall maintain the silt fences, hay bales and other erosion control measures until final acceptance of the project.

2.2 As a minimum standard, hay bales shall be replaced at regular intervals not exceeding three (3) months.

2.3 As a minimum standard, silt fences shall be replaced at regular intervals not exceeding twelve (12) months.

2.4 Once construction has been completed, a stand of grass has been established and prior to final acceptance, the Contractor shall remove and dispose of the temporary silt fence and hay bales in accordance with the Contract Drawings.

END OF SECTION 03104

SECTION 03120

EXCAVATION AND EMBANKMENT

1. GENERAL

- 1.1 Excavation and embankment shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

2. DISPOSAL

- 2.1 Sub-Article 120-5.5 Disposal Areas is amended to read as follows:

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

END OF SECTION 03120

SECTION 03125

EXCAVATION for STRUCTURES

1. GENERAL

- 1.1 Excavation for structures shall be in accordance with Section 125 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

2. FOUNDATION PREPARATION

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

END OF SECTION 03125

SECTION 03160
STABILIZED SUBGRADE

1. GENERAL

- 1.1 Stabilization of the roadway subgrade shall be in accordance with Section 160 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

2. REQUIREMENTS

- 2.1 The work specified in this section consists of the preparation of the firm and unyielding subgrade having the required bearing value specified in the Contract Drawings and Specifications. It is intended that the desired bearing value be obtained regardless of the quality of the existing soil or materials available on the site.
- 2.2 All roadway subgrade construction in excess of 400 feet in length shall be tested for L.B.R. value.

END OF SECTION 03160

SECTION 03162

TOPSOIL

1. GENERAL

1.1 Topsoil shall be placed in accordance with Section 162 of the Florida Department of Transportation (FDOT) Supplemental Specifications for Road and Bridge Construction, latest edition.

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

The Contractor is reminded that all muck excavated on the project may not be suitable for use in topsoil construction.

END OF SECTION 03162

SECTION 03190

LIMEROCK BASE

1. GENERAL

- 1.1 The work specified in this section consists of the construction of a base course composed of limerock. It shall be constructed on a prepared subgrade in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, Section 200, and in conformity with the lines, grades, notes and typical sections shown in the plans.

2. EQUIPMENT AND MATERIALS

- 2.1 The limerock material shall meet the requirements of Section 200, Florida Department of transportation Standard Specifications, latest edition. The limerock shall be spread by mechanical rock spreaders equipped with a device which strikes off the limerock uniformly to laying thickness.

3. TRANSPORTING LIMEROCK

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

4. SPREADING LIMEROCK

4.1 Method of Spreading

The limerock shall be spread uniformly, with equipment as previously specified in this section. All segregated areas of fine or coarse rock shall be removed and replaced with properly graded rock.

4.2 Number of Courses

When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be half the total compacted thickness of the finished base or thick enough to be the weight of construction equipment without disturbing the subgrade.

5. COMPACTING AND FINISHING BASE

5.1 Single-Course Base

For single course base, after spreading is complete the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction.

5.2 Double-Course Base

For double-course base, the first course shall be cleaned of foreign materials, and bladed to a cross section approximately parallel to the finished base. Prior to placement of the second course the first course shall be compacted as required by the plans and density tests demonstrating compliance with compaction requirements shall be provided to the engineer. After spreading of limerock for the second course, the surface shall be finished and shaped so as to produce the required grade and cross section after compaction. The second course shall be free of foreign material.

5.3 Moisture Content

When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. When water is added, it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted.

6. CORRECTION OF DEFECTS

6.1 Contamination of base material:

If, at any time, the subgrade becomes mixed with the limerock base, the contractor shall, without compensation, remove the mixture, reshape and compact the subgrade, and replace the removed limerock which shall be reshaped and compacted according to the specifications above.

6.2 Cracks and Checks

If cracks or checks appear in the base, either before or after priming, which, in the Engineer's opinion, would damage or impair the structural efficiency of the base, the contractor shall remove the cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting.

6.3 Compaction of Widening Strips

Where base construction cannot be accomplished with the use of standard compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers or other special equipment which achieves the density requirements.

7. TESTING SURFACE

The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15 foot straight edge laid parallel to the centerline of the road. All irregularities greater than 1/4 inch shall be corrected by scarifying and removing or adding limerock as required, after which the entire area shall be recompactd as specified before. Tests shall not be taken in small holes caused by small pieces of limerock having been pulled out by the grader.

8. PRIMING AND MAINTAINING

The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of prime coat application. The base shall be firm, unyielding, and in compliance with the specifications so as to achieve the desired grade and cross slope.

The contractor shall assure that the true crown and template are maintained with no rutting or distortions and that the base meets all specification at the time of surface course application.

9. THICKNESS REQUIREMENTS

9.1 Measurements

Thickness of the base shall be measured at intervals of not more than 200 feet. Measurements shall be taken at various points on the cross section through holes 3 inches in diameter minimum.

9.2 Correction Areas

Where the compacted base is deficient by more than 1/2 inches from the thickness called for in the plans, the contractor shall scarify, place additional material 100 feet in each direction, and recompact to the required, thickness, slope, and density as specified.

END OF SECTION 03190

03190-3

SECTION 03290

PRIME and TACK COATS for BASE COURSES

1. GENERAL

- 1.1 The application of prime and tack coats shall be in accordance with Section 300 of the Florida Department of Transportation Specifications for Road and Bridge Construction, latest edition.

2. DESCRIPTION

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

3. TACK COATS REQUIRED

- 3.1 Tack coats will be required on the following surfaces:
- 3.1.1 Between successive surface courses
 - 3.1.2 Between successive leveling courses
 - 3.1.3 Between the leveling and surface courses
 - 3.1.4 On old pavements to be patched, leveled or resurfaced.

END OF SECTION 03290

SECTION 03300

CAST-IN-PLACE CONCRETE

1. GENERAL

- 1.1. Scope. Work to be performed under this section shall include all labor, equipment, materials, tools, accessories, plant and incidentals necessary to furnish and install all cast-in-place concrete, together with all miscellaneous and appurtenant items, as shown on the Drawings and as specified herein.
- 1.2. Related Work Specified Elsewhere
- 1.2.1. Section 03125 - Excavation for Structures
- 1.3. Reference Standards. Except as modified or supplemented herein, all Work shall conform to the following standards, latest edition. Refer to standards for detailed requirements.
- 1.3.1. ACI 318 - Building Code Requirement for Reinforced Concrete
- 1.3.2. ACI 301 - Specifications for Structural Concrete for Buildings
- 1.3.3. ACI 347 - Recommended Practice for Concrete Formwork
- 1.3.4. ACI 305 - Recommended Practice for Hot Weather Concreting
- 1.3.5. ACI 306 - Recommended Practice for Cold Weather Concreting
- 1.3.6. Publication SP-2, ACI Manual for Concrete Inspection
- 1.3.7. ASTM A 615 -Standard Specifications for Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- 1.3.8. ASTM A 185 -Specifications for Welded Steel Fabric for Concrete Reinforcement.
- 1.3.9. ASTM C 618 -Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete.
- 1.4. Submittals. The following shall be submitted to and approved by the Engineer 15 calendar days prior to concrete placement.
- 1.4.1. Lab Design Mix. Prior to the start of Work, Contractor to submit a statement of the proportions for the concrete mixture. Statement to include:

- 1.4.1.1. Location & identification of aggregate source.
 - 1.4.1.2. Batch quantities for one (1) cubic yard of concrete, including:
 - 1.4.1.2.1. Weight of fine aggregate in a saturated surface dry condition.
 - 1.4.1.2.2. Weight of coarse aggregate in a saturated surface dry condition.
 - 1.4.1.2.3. Weight or number of 94-pound bags of cement.
 - 1.4.1.2.4. Weight or gallons of water.
 - 1.4.1.2.5. Amount and description (including manufacturer, specific product name, and number) of all admixtures.
 - 1.4.1.3. Test results on trial batch concrete made from the proposed mix design, including:
 - 1.4.1.3.1. Cement factor in bags per cubic yard based on yield tests.
 - 1.4.1.3.2. Water-cement ratio.
 - 1.4.1.3.3. Percent of entrained air.
 - 1.4.1.3.4. Consistency in inches of slump.
 - 1.4.1.3.5. At least three 28-day compressive strength tests.
 - 1.4.1.4. Brand, type and place of manufacture of cement.
 - 1.4.1.5. Aggregate test results for grading, deleterious substances and physical properties using test procedures developed by ACI.
- 1.5. Reinforcing Steel. Product data sheet and statement of manufacturer's compliance with applicable standards.
 - 1.6. Construction Joint. Location of all wall and slab construction joints.
 - 1.7. Record of the Work. Contractor to keep a record of time, date and location of each concrete placement and submit these records to the Engineer.
 - 1.8. Notice of Placement Activities. Contractor shall notify the Engineer at least 48 hours before an intended cast-in-place concrete placement. No structural

cast-in-place concrete shall be placed until all reinforcing, forms, and foundation soils have been inspected by the Engineer.

1.9. Protection of the Work. Contractor to be responsible for protection of all Work prior to acceptance. In place, concrete shall not be subjected to loadings or stress prematurely.

1.10. Storage of Materials. Cement and aggregate shall be stored in such a manner as to prevent deterioration or intrusion of foreign matter. Any material which has deteriorated or which has been damaged shall not be used for concrete.

1.10.1. All reinforcing steel shall be stored in a dry location and protected from excessive accumulation of rust or scale.

2. MATERIALS

2.1. Cement. All cement shall be Portland Cement Type II conforming to "Specifications for Portland Cement" (ASTM C 150-62). The same brand cement for all exposed cast-in-place concrete shall be used.

2.2. Stone Aggregate. Fine and coarse aggregate shall conform to "Specifications for Concrete Aggregates" (ASTM C33-61T). Fine aggregates shall be clean, hard, natural and free from all foreign matter. Coarse aggregate shall be sound, crushed rock or gravel, free from adherent coating, organic water or injurious amounts of flat or friable pieces.

2.3. Water. Water used in mixing shall be potable, cleaned and free from deleterious amounts of oil, acids, alkalis and organic material.

2.4. Admixtures. Admixtures for retarding or accelerating concrete may be used in strict accordance with manufacturer's recommendations and ASTM Specifications upon approval of the Engineer.

2.5. Form Material. For unexposed concrete surfaces, forms may be undressed lumber free from excessive knots. For exposed surfaces, use wood or metal forms as required to give finish as specified.

2.6. Reinforcing Steel. Reinforcing steel shall be deformed bars conforming to "Standard Specifications for Deformed and Plain Billet Steel Bars for Concrete Reinforcement" (ASTM A615) and shall be Grade 60.

2.7. Welded Wire Fabric. Welded wire fabric shall conform to "Specifications for Welded Steel Fabric for Concrete Reinforcement" (ASTM A185) and shall have minimum wire yield strength of 60,000 psi.

3. METHODS AND PROCEDURES

3.1. Concrete Mix

- 3.1.1. Proportions. Concrete is to be proportioned according to laboratory designed mixes using the type of aggregate specified and producing the minimum of twenty-eight (28) day ultimate compressive strength as noted on the Construction Documents. All concrete shall be made with stone aggregate unless specifically noted, and no concrete shall have a 28-day compressive strength of less than 4,000 psi.
- 3.1.2. Cement and Water Content. The minimum quantity of cement used per cubic yard of concrete shall be 580 pounds. Water content shall not exceed 0.48 pounds water/pounds cement.
- 3.1.3. Air Entrainment. An air-entraining agent shall be added to all stone concrete to entrain 5%-8% by volume. Air-entraining agents shall be in strict accordance with the recommendations of the manufacturer and the testing laboratory for the design mix to assure strength requirements are being fully met or exceeded.
- 3.1.4. Mixing of Materials. The concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged. For job-mixed concrete, the mixer shall be rotated at the speed recommended by the manufacturer.
 - 3.1.4.1. For stone concrete, mixing shall continue for at least one minute after all materials is in the mixer. Ready mixed concrete shall be mixed and delivered in accordance with "Standard Specifications for Ready Mixed Concrete" (ASTM C94-69).
 - 3.1.4.2. Sufficient time shall be allowed for proper mixing on the concrete to provide uniformity throughout the batch. Long delays in concrete placement shall be avoided and any concrete, which has not been placed within ninety (90) minutes after water has been added to the mix, shall be rejected. Over wet mixes shall be rejected and shall not be corrected by the addition of either aggregate or cement to the mixer. Mix not less than ten minutes in transit mix trucks after addition of the mixing water.
- 3.1.5. Consistency Slumps shall be minimum, consistent with placing requirements. Slump test shall be made in accordance with "Slump

Test for Consistency of Portland Cement Concrete" (ASTM C143-58). Unless written approval is obtained from the Engineer, the maximum slump shall be three (3" ±1") inches and the maximum size aggregate shall be one and one-half (1½) inches.

3.2. Concrete Forms

3.2.1. Forms shall conform to the shape, lines, grades and dimensions of the concrete as detailed on the Construction Drawings. All forms for exposed finished surfaces shall be built with the material needed to produce the form, texture and design specified in Concrete Finishes of this section.

3.2.2. Design of Forms. Forms shall be sufficiently tight to prevent leakage of mortar and shall be properly braced or tied together to maintain the desired position. The formwork shall be designed for the loads outlined in Part 3, Section 102 of "Recommended Practice for Concrete Form Work" (ACI 347-78). The forms shall be oiled for ease of removal of forms after setting of concrete.

3.2.3. Form Ties and Incidentals. Form ties shall be bolts and rods (adjustable for tightening) arranged so that no metal is within 3 to 4 inches of surface after removal of forms. Ordinary wire ties will be allowed with the specific approval of the Engineer. No ties through exposed concrete will be allowed. Set forms for all required anchors, bolt inserts, slots, sleeves, supports, etc., furnished under portions of this Specification and installed under this section.

3.2.4. Removal of Forms. Forms shall not be disturbed until concrete has hardened sufficiently to permit their removal with safety. The removal of the forms shall be carried out in such a manner as to insure the safety of the structure. Unless otherwise permitted by the Engineer, forms shall not be removed until 24 hours after placement.

3.3. Control and Expansion Joints. Expansion and control joints shall be constructed in accordance with Construction Drawings. Unless otherwise indicated on the Construction Drawings, install one-inch (1") thick asphalt impregnated fiberboard expansion joint filler (ASTM D1752) wherever concrete slabs abut buildings or footings or as shown on the plan details. All expansion joint filler shall extend the full depth of the slab.

3.3.1. Provide control joints at maximum of 15 feet each way, unless otherwise noted, in interior slabs on grade. Where saw cut joints are permitted, start cutting as soon as concrete has hardened sufficiently to prevent dislodgement of aggregates. Saw a

continuous slot to a depth of one-fourth the thickness of the slab but not less than 1¼ inch. Complete saw cutting within 12 hours after placement.

3.4. Concrete Placement

- 3.4.1. Preparation for Placing Before placing concrete, all equipment for mixing and transporting concrete shall be cleaned and all debris and ice shall be removed from places to be occupied by concrete. Forms shall be properly treated and all reinforcement cleaned of ice and other coatings. Water shall be removed from place of deposit before concrete is placed.
- 3.4.2. Conveying Concrete shall be conveyed from the mixer to the place of final deposit by methods, which will prevent the separation or loss of the materials. Equipment for chute, pumping, or pneumatically conveying concrete shall be of such size and design as to insure a practically continuous flow of concrete at the delivery and without separation of the materials.
- 3.4.3. Other Trades Install by way of example, anchor bolts, reinforcing steel, pipe and conduit openings and sleeves, bearing plates, and knockouts as provided by other trades and as required by other trades. Provide minimum 7 days notice to Engineer, Owner, or other trades prior to requiring materials or detailing information. Installation to meet location, dimension and alignment requirements of other trades.
- 3.4.4. Depositing Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to re-handling or flowing. The concreting shall be carried on at such a rate that the concrete is at all times plastic and flows readily into the space between the bars. No concrete that has been partially hardened or been contaminated by foreign matter shall be deposited on the Work, nor shall re-tempered concrete be used. When concreting is once started, it shall be carried on as a continuous operation until the placing of the panel or section is completed. Place concrete in approximately horizontal layers avoiding displacement of reinforcement above fresh concrete and formation of seams and planes of weakness in sections. When construction joints are necessary, they shall be located as specified in this section under Construction Joints. For bonding fresh concrete, roughen and clean exposed surface and brush with neat cement grout. Place new concrete before grout takes initial set.

3.4.5. Compaction Place concrete in layers not over 24" deep; compact each layer by mechanical internal vibrating equipment supplemented by hand spading, rodding, tamping, as directed. Vibrators shall not be used to transport concrete inside forms. Limit vibration duration to the time necessary to produce satisfactory consolidation without causing objectionable segregation. Do not insert vibrator into lower courses that have begun to set.

3.4.6. Weather Conditions Unless adequate protection is provided and the Engineer's approval is obtained, concrete shall not be placed during rain, sleet, or snow. When the mean temperature falls below 40°F for three successive days, concreting shall conform to "Recommended Practice for Cold Weather Conditions: (ACI 306 R-78). Concrete placed in hot weather shall meet the standards of "Recommended Practice for Hot Weather Concreting (ACI 305R-77). Concrete is not to be placed under water. A suitable means shall be provided for lowering the water level below surfaces upon which concrete is to be placed. This may require excavating approximately 12 inches below the bottom of the concrete surface and refilling with gravel and compacting. The groundwater shall not be allowed to rise to the bottom of the concrete until 24 hours after the concrete has been completed. Water shall not be allowed to fall upon or run across the concrete during this period.

3.4.7. Protection and Curing. Concrete protection and curing shall be in conformance with ACI 308-71. Immediately after placing or finishing, concrete surfaces not covered by forms shall be protected from loss of surface moisture. All concrete shall be kept in a moist condition for at least five (5) days after placement. Curing compounds may be used upon approval of the Engineer.

3.6.2. Formed Surfaces.

3.6.2.1. Rough Form Finish. Includes formed concrete surfaces not exposed to view in the finish work or covered by other construction, unless otherwise shown or specified. Standard rough form finish shall be the concrete surface having the texture imparted by the form facing material used, with tie holes and defective areas repaired and patched and all fins and other projections exceeding ¼" in height rubbed down or chipped off.

3.6.2.2. Smooth Form Finish. Includes formed concrete surfaces exposed to view or to be covered with a coating material applied directly to the concrete, or a covering material bonded to the concrete, such as waterproofing, damp-proofing, painting or other similar system. Produce smooth form finish by selecting

form materials to impart a smooth, hard, uniform texture and arranging them orderly and symmetrically with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smooth.

3.6.2.3. Smooth Rubbed Finish. Provide smooth rubbed finish, when specified, for all exposed concrete surfaces, which have received smooth form finish treatment not later than the day after form removal. Moisten concrete surfaces and rub with carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.

3.6.2.4. Related Unformed Surfaces. At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with a texture matching the adjacent formed surfaces. Continue the final surface treatment of formed surfaces uniformly across the adjacent unformed surfaces, unless other shown.

3.6.3. Chamfer. All exterior corners shall receive 3/4" chamfer.

3.7. Repair of Surface Defects. After forms are removed, remove all flaws or damaged areas resulting from improper or poor concrete operations, rebuild or patch when approved by the Engineer. All exposed surfaces shall have fins and other projections carefully removed, offsets leveled, and voids saturated with water and patched to a true and even surface with a wood float. Patch all holes left by the removal of the form ties or bolts. Patching material shall be a stiff mixture of sand and cement, the color of which matches the concrete being patched. Any major area of faulty or honeycombed concrete shall be completely removed and patched at the direction of the Engineer

3.8. Reinforcement

3.8.1. Placing Reinforcement Reinforcing steel, at the time concrete is placed, shall be free from scale, rust or other coatings that will destroy or reduce bond. Reinforcement shall be accurately placed as shown on the Construction Drawings and shall be adequately secured in position by concrete or plastic chairs and spacers.

3.8.1.1. Reinforcing shall be furnished in the full lengths indicated on the Construction Drawings unless otherwise authorized by the Engineer. Splicing of bars, except where shown on the Construction Drawings or specified, shall not be permitted without written approval by the Engineer.

Reinforcement placed in any member shall be inspected before any concrete is placed and the Engineer shall be notified 24 hours in advance before any concrete placement.

3.8.1.2. The placing, fastening, splicing and supporting of reinforcing steel and welded wire fabric shall be in accordance with the Construction Drawings and the latest edition of the CRSI "Recommended Practice for Placing Reinforcing Bars" and in accordance with ACI 318-77. Bars shall be placed around all corners to splice steel in adjacent walls, footers and slabs (such detailing may not be shown on Construction Drawings).

3.8.2. Concrete Protection & Reinforcement Where not otherwise indicated on the Construction Drawings, the minimum thickness of concrete over the reinforcement shall be as follows:

3.8.2.1. Concrete deposited against earth: 3"

3.8.2.2. Slabs and walls not exposed to weather or earth: 1"

3.8.2.3. All other concrete placed in forms:

3.8.2.3.1. For bars larger than #5: 2"

3.8.2.3.2. For bars #5 or smaller: 1½"

3.8.3. Bearing Plates, anchor bolts, etc. Place all bearing plates, anchor bolts, reinforcing rods and other structural items furnished by other trades. Contractor to provide 7-day notice to all such trades prior to affected pour. Installation to be within tolerances required by other trades.

4. FIELD QUALITY CONTROL

4.1. Concrete Tests. 6" x 12" cylinders shall be taken at the point of placing in the forms, shall be job cured and tested in accordance with ASTM Standards by the Engineer. For each strength of concrete used, one set of four (4) cylinders for each day's placement, but not less than one (1) set of cylinders for each 100 cubic yards placed shall be taken. Two (2) cylinders at seven (7) days and two (2) cylinders at twenty-eight (28) days shall be tested. In addition, when in the opinion of the Engineer, there is a possibility of the surrounding air temperature falling below 40° F; additional specimens to be cured under job conditions may be required.

4.2. Enforcement of Strength Requirements When the strengths shown by the test specimens fall below the specified values, the Engineer shall have the right to require changes in proportions to apply on the remainder of the Work.

- 4.2.1. If concrete fails to meet the strength requirements of this specification, the Engineer may order the Contractor to have a testing laboratory, acceptable to the Engineer, take and test core samples of questionable concrete. The Engineer may order all low-strength concrete removed and replaced if core strengths are below specified strengths. All costs connected with concrete coring and removal and replacement of low-strength concrete shall be borne by the Contractor.
- 4.2.2. Contractor shall repair all core holes at his expense.
- 4.3. Slump Tests Engineer to conduct slump tests on each day's placement and on individual trucks whenever concrete consistency varies. Test failure shall be grounds for rejection of individual or batch loads.
- 4.4. Air Content Engineer to conduct air tests on each day's placement and on individual trucks as determined by the Engineer. Test failure shall be grounds for rejection of entire batch until satisfactory tests are obtained.

END OF SECTION 03300

SECTION 03323
FLOWABLE FILL

1. GENERAL

1.1 SECTION INCLUDES

A. Flowable fill (cement stabilized backfill).

1.2 RELATED SECTIONS

A. Section 02101 – Site Preparation and Earthwork, General

1.3 SUBMITTALS

A. Submit the following in accordance with Section 01090 – Quality Control and Testing Services.

1. Material certifications documenting compliance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (SSRBC) including any Supplemental or Interim Specifications (i.e., latest specs).

2. Provide design mixes and test reports.

3. Batch tickets.

4. Field test reports.

1.4 DESCRIPTION

A. Flowable fill may be used for trenches, pipe structures, fill for abandoned water and sewer lines, and other works where cavities exist and firm support is required.

B. The use of flowable fill around or adjacent to utility lines or structures shall be reviewed and approved by the appropriate St. Johns County representative.

1.5 QUALITY ASSURANCE

A. When work or portions of work of this section are completed and require testing, notify the St. Johns County Construction Inspector.

B. Ensure all required cast-in-place concrete, embedment items, and utility work has been completed prior to placing flowable fill.

1.6 JOB CONDITIONS

- A. Perform concrete washout, trucks and mixers, in a designated and controlled area to prevent the runoff of washout material and the comingling of unset concrete with storm water. Properly dispose of all hardened excess concrete.

2. PRODUCTS

2.1 MATERIALS

- A. Provide materials and construction requirements for Flowable Fill conforming to FDOT SSRBC, Section 121.

2.2 FLOWABLE FILL

- A. Mix and deliver flowable fill in accordance with ASTM C94.
- B. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
- C. Use set retarding admixtures during hot weather only when approved by Engineer.
- D. Do not use calcium chloride as an admixture.
- E. Add air-entraining agent if required to produce a flowable mix.

3. EXECUTION

3.1 EXAMINATION

- A. Verify that all items of cast-in-place concrete, grading, trenching, and all utilities and other embedded items are in place prior to placing flowable fill.
- B. Utilities that are subject to required movement, i.e. steam and condensate lines, shall not be embedded in flowable fill or otherwise have restricted movement.
- C. Flowable fill shall not be used as a substitute for sand bedding or earth backfill for primary utilities unless approved by the Engineer.

3.2 Preparation

- A. Remove all loose material from the uneven tuff and the concrete structures.

- B. Set elevation marks or otherwise determine the proper top elevation for the flowable fill.

3.3 PLACEMENT OF FLOWABLE FILL

- A. Notify Construction Inspector a minimum of 24 hours prior to placement of flowable fill.
- B. Flowable fill may be placed by direct discharge from the truck, by pumping, or by other approved methods.
- C. The flowable fill shall be placed in a uniform manner that will prevent voids or segregation of the bedding and filling material. If required, the flowable fill shall be consolidated with internal vibrators.
- D. Pipes, reinforcement, inserts, or other embedded parts shall be placed, supported, and secured in a manner that shall prevent the flowable fill from displacing, sagging, or from floating embedded items.
- E. Flowable fill shall be brought up uniformly to the fill line shown on the plans. Formed walls or other bulkheads shall be constructed to withstand the exerted hydrostatic pressure and confine the material within a dedicated space.
- F. Placement of flowable fill shall start only when weather conditions are favorable. The temperature shall be at least 35 degrees F and rising. Flowable fill shall not be placed on frozen ground or when it is raining.

3.4 CURING AND PROTECTION

- A. Immediately after placement, protect flowable fill from premature drying, excessively hot or cold temperatures and mechanical injury.
- B. The flowable fill shall not be subjected to load and shall remain undisturbed by construction activities for at least 24 hours after placement.

3.5 FIELD QUALITY CONTROL

- A. Testing of flowable fill is not necessarily required. If testing is required, the Contractor shall provide an approved, certified, independent testing agency to perform field-testing in accordance with FDOT SSRBC, Section 121.
- B. Provide unobstructed access to work and cooperate with appointed firm.

3.6 DEFECTIVE FLOWABLE FILL

- A. Do not accept or place defective flowable fill that is not in conformance with acceptance criteria. Return the fresh flowable fill to the supplier.
- B. Defective flowable fill is flowable fill having excessive honeycomb, embedded debris, higher than maximum compressive strength, or not conforming to required lines, details, dimensions, tolerances or specified requirements. Repair or replace defective flowable fill as directed by the Engineer.
- C. Replace flowable fill not in conformance with details, tolerances, and other construction requirements at Contractor's expense.

END OF SECTION 03323

SECTION 03331

TYPE S-I & S-III ASPHALTIC CONCRETE

1. GENERAL

- 1.1 Construction of the S-I asphaltic concrete structural course shall be in accordance with Sections 330 and 331 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 edition.
- 1.2 Construction of the S-III asphaltic concrete surface course shall be in accordance with Sections 330 and 331 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 edition.
- 1.3 All such work shall be accomplished in accordance with these Specifications and in conformity with the lines, dimensions, grades and notes shown on the Contract Drawings.

END OF SECTION 03331

SECTION 03347

PORTLAND CEMENT CONCRETE

1. GENERAL

1.1 The use of portland cement concrete shall be in accordance with Section 347 of the Florida Department of Transportation (FDOT) Supplemental Specifications for Road and Bridge Construction, latest edition.

1.2 Contractor shall provide the following:

1.2.1 Submit all concrete mix designs to the Engineer for approval prior to commencing any concrete placements.

1.2.2 Follow the requirements of the FDOT Standard Operation Procedures for Quality Control of Concrete.

1.2.3 Notify the Engineer forty-eight (48) hours prior to the placement of concrete.

1.2.4 Provide structural concrete from an FDOT approved source.

2. DESCRIPTION

2.1 The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Contract Drawings, or incidental to the proper execution of the work.

3. STRENGTH REQUIREMENT

3.1 Unless otherwise specified on the Contract Drawings or herein, all concrete shall have a 28-day minimum compressive strength requirement of 3,000 pounds per square inch.

4. CUTTING CONCRETE

4.1 Concrete curb, curb and gutter, sidewalk and driveway shall be removed to neatly sawed edges with saw cuts to a minimum depth of 2 inches.

4.2 Concrete sidewalks or driveways to be removed shall be neatly sawed in straight lines parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge.

4.3 If a saw cut in concrete curb, curb and gutter, or pavement falls within three (3) feet of a construction joint, contraction joint, expansion joint, edge or inlet top, the concrete shall be removed to the joint, edge or inlet top.

END OF SECTION 03347

SECTION 03425

DRAINAGE STRUCTURES

1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, all drainage structures shall be in accordance with Section 425 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, and the FDOT Roadway and Traffic Design Standards, latest edition.

2. DESCRIPTION

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

END OF SECTION 03425

SECTION 03430

PIPE CULVERTS & STORM SEWERS

1. GENERAL

- 1.1 All reinforced concrete pipe (RCP), elliptical reinforced concrete pipe (ERCP) and corrugated metal pipe (CMP) shall be in accordance with Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and the FDOT Roadway and Traffic Design Standards, current edition.
- 1.2 Standard concrete pipe shall meet the design requirements of Class III Wall B of ASTM C76. The process of manufacture and the details of the pipe design including the strength of the concrete, will be inspected or checked at the Engineer's option.

2. DESCRIPTION

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

3. FILTER FABRIC JACKET

- 3.1 All pipe joints (round and elliptical) shall be wrapped with woven or non-woven filter fabric. Cost of filter fabric is to be included in the cost of the pipe culvert. See FDOT Standard Index 280 for details.

END OF SECTION 03430

SECTION 03522

SIDEWALKS and DRIVEWAYS

1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, construction of concrete sidewalks and driveways shall be in accordance with Section 522 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, the FDOT Roadway and Traffic Design Standards, latest edition and the notes and details shown in the Contract Drawings.

2. REQUIREMENTS

- 2.1 The work specified in this section consists of the construction of concrete sidewalk and driveways in accordance with these specifications, and in conformity with the lines, grades and dimensions and notes shown in the plans.
- 2.2 Sidewalks - Unless otherwise noted in the Contract Drawings, all concrete sidewalks shall be four (4) inches thick.
- 2.2.1 Unless otherwise shown on the Contract Drawings, foundations for concrete sidewalk shall be graded so the top of the sidewalk is a minimum six (6) inches above grade. Fill material shall be added (as needed) to slope from the top of sidewalk to existing grade. Where the plans call for the removal and/or replacement of sidewalk, the sidewalk grades shall match the previous existing grade, except as may be directed by the Engineer to do otherwise. In no cases shall there be a drop-off in excess of 1" along the edge of sidewalk measured from the top of the sidewalk to the top of sod.
- 2.2.2 Joints shall be in accordance with Index 310 of the FDOT Roadway and Traffic Design Standards, latest edition.
- 2.2.3 Compaction of subgrade foundations shall be tested in accordance with Section 03850 - Testing of these Specifications.
- 2.2.4 Concrete shall be sampled and tested in accordance with Section 03850 - Testing of these Specifications.
- 2.2.5 The Contractor shall make provisions to protect curing concrete including, but not limited to, the covering of concrete with burlap or visqueen and the placement of temporary fencing.

- 2.3 Driveways - Unless otherwise noted on the Contract Drawings, all concrete driveways shall be six (6) inches thick,
- 2.3.1 Layout and construction of driveway turnouts shall be in accordance with Index 515 of the FDOT Roadway and Traffic Design Standards, Current Edition.
 - 2.3.2 Foundations for concrete driveways shall be graded to meet the adjacent property at the right-of-way line or the proposed grades shown on the contract drawings.
 - 2.3.3 Compaction of subgrade foundations shall be tested in accordance with Section 03850 - Testing of these Specifications.
 - 2.3.4 Concrete shall be sampled and tested in accordance with Section 03850 - Testing of these Specifications.

END OF SECTION 03522

SECTION 03575

SODDING

1. GENERAL

Sodding shall be provided in the areas designated by the typical sections of the Contract Drawings and in all areas damaged by construction activity.

2. MATERIALS

2.1 New Topsoil

2.1.1. Provide topsoil which is fertile, friable, naturally loamy, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones larger than 2" in any dimension, and other extraneous or toxic matter harmful to plant growth.

2.1.2. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at site of work. Obtain topsoil from naturally well-drained sites where topsoil occurs in depth of not less than 4"; do not obtain from bogs or marshes.

2.2 Fertilizer: Provide in accordance with Section 982 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

2.3 Grass Materials

2.3.1. Sod: Provide machine cut, strongly-rooted, certified turfgrass sod, not less than 2 years old and free of weeds and undesirable native grasses. Provide sod capable of vigorous growth and development when planted (viable, not dormant).

2.3.2. Sod Pad Size: Uniform thickness of 5/8", plus or minus 1/4", measured at time of cutting and excluding top growth and thatch. Provide in suppliers standard size of uniform length and width with maximum allowable deviation of plus or minus 1/2" in width and plus or minus 5% in length. Broken or torn pads or pads with uneven ends are not acceptable.

2.3.3. Sod Strength: Provide sod pads capable of supporting their own weight and retaining size and shape when supplier's standard size pad is suspended vertically from a firm grasp on upper 10% of the pad.

2.3 WATER: Provide in accordance with Section 983 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

3. EXECUTION

- 3.1 PREPARATION OF GROUND: The areas over which the sod is to be placed shall be scarified or loosened to suitable depth. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may, at his discretion, authorize the elimination of the ground preparation.
- 3.2 FERTILIZING: The operations of fertilizing shall be in accordance with Sections 570-3.1 and 570-3.7 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 3.3 PLACING SOD: Whenever a suitable length of roadway has been graded and is ready for sodding the Contractor shall, when directed by the Engineer, proceed at once with the sodding of the available areas. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Engineer after his careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained properly moistened.

Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches, the setting of the pieces shall be staggered such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed 6". In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slope, the Engineer may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.

Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.

- 3.4 WATERING: The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results after being placed. The sod shall be kept in a moist condition for the

duration of the contract period (and in no case less than 2 weeks). The moistened condition shall extend to at least to the full depth of the rooting zone. Water shall not be applied, however, when there is danger of a freezing condition.

- 3.5 MAINTENANCE: The requirements for maintenance as specified in Section 570-4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, shall apply to this work.

END OF SECTION 03575

SECTION 03710

PAINTED TRAFFIC STRIPES

1. GENERAL

- 1.1 The painting of temporary traffic stripes shall be in accordance with the Traffic Control Phasing Plans included within the Contract Drawings. Temporary striping shall also be in accordance with Section 710 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
- 1.2 All yellow pigment used shall not contain any lead or chromium compounds.

END OF SECTION 03710

SECTION 03850

TESTING

1. GENERAL

- 1.1 All testing of materials shall be conducted by an independent testing laboratory approved by the Engineer and paid for by the Contractor.
- 1.2 The Contractor is required to perform all tests as required by the FDOT, St. Johns County, and all other applicable utility companies and as set forth in these Specifications.
- 1.3 Two copies of test reports shall be transmitted directly from the laboratory to the Engineer and Owner, or as directed. Test reports shall be identified by the project title, Engineer's project number, project location, description of test and location and depth of each on-site test submitted.
- 1.4 The requirements of this section outline the minimum testing standards and frequencies for the Work and may be amended by the Engineer as needed.

2. REQUIREMENTS

- 2.1 Concrete - All concrete shall be tested in accordance with the requirements established in Section 347 of the Standard Specifications for Road and Bridge Construction, current edition further described as follows:
 - 2.1.1 Location - Concrete shall be sampled in accordance with FM 1-T 23, on-site during placement.
Slump/temperature shall be measured on site.
Compressive strength shall be measured in the laboratory.
 - 2.1.2 Standard - Slump shall be determined in accordance with FM 1-T119
Temperature shall be less than 96 degrees Fahrenheit.
Compressive strength shall be tested in accordance with FM 1-T22.
 - 2.1.3 Frequency - One set of four cylinders per 50 cubic yards or each day's pour, whichever is less (a minimum of three(3) cubic yards unless directed by the Engineer).
- 2.2 Stabilized Subgrade - All existing or fill materials for roadway and/or curb and gutter subgrade shall be tested as follows:
 - 2.2.1 Location - Density shall be tested in-place within the entire limits of the width and depth of the areas to be stabilized.
LBR shall be pre-qualified in the laboratory.
 - 2.2.2 Standard - Density shall be 98%* of the maximum density as determined by AASHTO T-180 for roadway subgrade and 98% of the maximum

density as determined by AASHTO T-180 for curb and gutter. Density testing shall be by Nuclear Gauge (AASHTO T 238) Drive Cylinder (ASTM D2937), or Sand Cone (ASTM D1566) methods. Limerock Bearing Ratio (LBR) shall have a minimum bearing value of 40. There will be no under tolerance per St. Johns County Standards.

* If the required densities are achieved at a moisture content exceeding +2% of optimum moisture content, the soil will be proof rolled and visually inspected by the Engineer to determine if it is unyielding and not pumping. Limerock shall not be placed on a yielding subgrade.

2.2.3 Frequency - Density shall be tested once per 200 linear feet of roadway subgrade and 300 linear feet of curb and gutter subgrade. LBR shall be tested once per 500' linear feet of roadway.

2.3 Limerock - The limerock base course(s) shall be tested as follows:

2.3.1 Location - Density and thickness shall be tested in place. LBR shall be pre-qualified in the laboratory.

2.3.2 Standard - Density shall be 100% of the maximum density as determined by AASHTO T-180. The minimum density which will be acceptable at any location outside the traveled roadway (such as intersections, crossovers, turnouts, etc.) shall be 95% of such maximum. If the proposed base course is greater than six (6) inches, thickness for each course shall be a minimum of one-half the full thickness of the proposed base course. LBR shall be equal to 100 or greater. There will be no under tolerance per St. Johns County Standards.

2.3.3 Frequency - Density and thickness shall be tested once per 200 linear feet of roadway per lift. LBR shall be tested once per 1,000 linear feet of roadway.

2.4 Type S-I Asphaltic Concrete - The structural course of asphalt shall be tested in accordance with the requirements of Section 330 of the FDOT Standard Specifications for Road and Bridge Construction, current edition as follows:

2.4.1 Location - Thickness and density shall be measured in-place. Materials shall be sampled on site during asphalt placement.

2.4.2 Standard - The thickness tolerance shall be 3" when the minimum specified thickness is less than 22" and 2" when the minimum specified thickness is equal to or greater than 22".

Density shall be at least 98% of the average density of the control strip.

2.4.3 Frequency - The thickness shall be tested once per 200 linear feet of roadway travel lanes and once per 400 linear feet for paved shoulders. Density frequencies shall be tested in accordance with 330 of the FDOT Standard Specifications latest edition

2.5 Sidewalk and Driveway Subgrade - The subgrade for driveways and sidewalks shall be tested as follows:

2.5.1 Location - Density shall be tested in-place.

2.5.2 Standard - Density shall be 95% of the maximum density as determined by AASHTO T-99.

2.5.3 Frequency - Density shall be tested once per 400 linear feet of sidewalk and once per each driveway.

3. REQUIREMENTS for TRENCH and STRUCTURE BACKFILL (Including Utility Trenches)

3.1 All testing of trench and structure backfill including, but not limited to, box culverts, stormwater culverts and structures, water mains, force mains and sanitary (gravity) sewer mains shall be in accordance with Section 125 of the FDOT Standard Specifications, current edition and as follows:

3.2 Structures (including box culverts) - Requirements for testing density outside a 2 (horizontal) to 1 (vertical) slope downward from the roadway shoulder line or the back of curb shall be in accordance with Section 125-8 (for non-flexible culvert construction) of the FDOT Standard Specifications, current edition.

3.2.1 Location - Density shall be tested in-place in conjunction with the dewatering, backfilling and compacting operations.

3.2.2 Standard - Density shall be 98% of the maximum density as determined by AASHTO T-180

3.2.3 Frequency - Density shall be tested once per each lift on roadway side of all structures and for box culverts once per lift per 100 linear feet.

3.3 Pipe Culverts and Storm Sewers - Requirements for testing density outside a 2 (horizontal) to 1 (vertical) slope downward from the roadway shoulder line or the back of curb shall be in accordance with Section 125-8 (for non-flexible culvert construction) of the FDOT Standard Specifications, current edition.

3.3.1 Location - Density shall be tested in-place in conjunction with the dewatering, backfilling and compacting operations.

3.3.2 Standard - Density shall be 98% of the maximum density as determined by AASHTO T-180.

3.3.3 Frequency - Density shall be tested once per lift per 150 linear feet.

3.4 Flexible Pipe (i.e. Watermain, Forcemain, Reuse Main, Gravity Sewer, etc.) - Requirements for testing density outside a 2 (horizontal) to 1 (vertical) slope downward from the roadway shoulder line or the back of curb shall be in accordance with Section 125-8 (for flexible culvert construction) of the FDOT Standard Specifications, current edition.

3.4.1 Location - Density shall be tested in-place in conjunction with the dewatering, backfilling and compacting operations.

3.4.2 Standard - Density shall be 98% of the maximum density as determined by AASHTO T-180.

3.4.3 Frequency - Density shall be tested once per lift per 300 linear feet, with the following exception: All roadway crossings shall be tested once per lift per crossing.

4. UNSUITABLE MATERIAL

4.1 For the replacement of all unsuitable materials (with the exception of unsuitable materials underneath utilities), density shall be 98% of the maximum density as determined by AASHTO T-180. Density for the replacement of unsuitable materials underneath utilities shall be 98% of the maximum density as determined by AASHTO T-180, 2% Optimum Moisture.

END OF SECTION 03850

SECTION 03901

COARSE AGGREGATE

1. GENERAL

- 1.1 All coarse aggregate shall be in accordance with Section 901 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, the FDOT Roadway and Traffic Design Standards, latest edition, and the notes and details shown on the Contract Drawings.

**END OF SECTION
03901**