

RESOLUTION NO. 2013 - 267

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 13-25R AND TO EXECUTE AN AGREEMENT FOR COUNTY ROAD 210 AT INTERSTATE 95 – PHASE 2 IMPROVEMENTS RE-BID**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Petticoat-Schmitt Civil Contractors, Inc. to provide services for County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid; and

**WHEREAS**, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for the addition of one through lane of travel in each direction on County Road 210; and

**WHEREAS**, through the County’s formal bid process, Petticoat-Schmitt Civil 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 through 1188-56330-5152-56330 & 3356-56330-5152-56330 & 1131-59923 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.

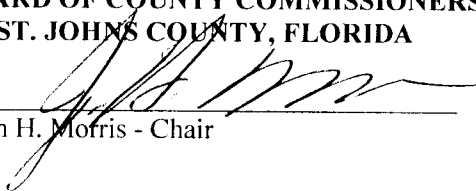
Section 2. The County Administrator, or designee, is hereby authorized to award Bid No.13-25R County Road 210 at Interstate 95- Phase 2 Improvements Re-Bid to Petticoat-Schmitt Civil Contractors, Inc. as the lowest responsive, responsible bidder and to allow County Staff to investigate and negotiate value engineering opportunities.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Petticoat-Schmitt Civil Contractors, Inc. on behalf of the County for the completion of the County Road 210 at Interstate 95- Phase 2 Improvements Re-Bid specifically provided in Bid No 13-25R.

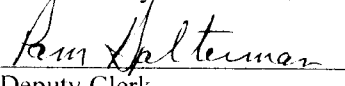
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

3<sup>rd</sup> **PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this December day of December, 2013.

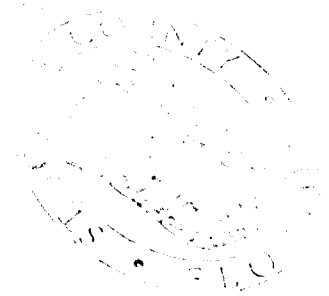
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
John H. Morris - Chair

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

**RENDITION DATE** 12/5/13





**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Press Tompkins, County Engineer  
**FROM:** Sharon Haluska, Contract Manager  
**SUBJECT:** Transmittal of Bids Received for Bid No. 13-25R, County Road 210 @ Interstate 95  
Phase 2 Improvements Re-Bid  
**DATE:** October 23, 2013

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: Andrew Ames



11/13/13

Date: 18 Nov 13

Budget Amount: \$7,648,901

Account Funding Title: Impact Fees Zone B  
06 Transportation Improvement Bonds

Funding Charge Code: 1188-56330-5152-56330  
3356-56330-5152-56330

Award to: Petticoat – Schmitt Civil Contractors, Inc.

Award Amount: Base Bid "A"	\$8,514,408.79
Plus Alternate Bid "1-A"	\$ 892,642.71
TOTAL	\$9,407,051.50

JEA portion of the bid is to be contracted directly with JEA by Petticoat-Schmitt

**ST. JOHNS COUNTY  
 BID TABULATION**

**BID TITLE** COUNTY ROAD 210 @ INTERSTATE 95 PHASE 2 IMPROVEMENTS  
**BID NUMBER** 13-25R  
**OPENING DATE/TIME** October 23, 2013 2:00 PM  
**POSTING DATE/TIME** 10/23/13 3:00 PM

**BIDDER** PETTICOAT-SCHMITT  
**BIDDER** MASCI GENERAL CONTRACTORS

**FROM** 10/23/13 3:00 PM  
**UNTIL** 10/28/13 3:00 PM

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

OPENED BY JAIME LOCKLEAR  
 TABULATED BY SHARON HALUSKA  
 VERIFIED BY

PAGE (S) 1 of 2

BIDDERS	BASE BID "A" COUNTY TOTAL LUMP SUM BID PRICE	BASE BID "B" JEA TOTAL LUMP SUM BID PRICE	TOTAL LUMP SUM BID PRICE	ALTERNATE BID "1-A" (WEST OF LEO MAGUIRE) COUNTY TOTAL LUMP SUM BID PRICE	ALTERNATE BID "1-B" (WEST OF LEO MAGUIRE) JEA TOTAL LUMP SUM BID PRICE	BID BOND	ATTENDED MANDATORY PRE-BID MEETING
PETTICOAT-SCHMITT	\$8,514,408.79	\$504,580.50	\$9,018,989.29	\$892,642.71	\$69,143.00	YES	YES
MASCI GENERAL CONTRACTORS	\$9,178,224.28	\$284,281.29	\$9,462,505.57	\$890,083.21	\$56,615.89	YES	YES

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



**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** COUNTY ROAD 210 @ INTERSTATE 95 PHASE 2 IMPROVEMENTS  
RE-BID

**OPENED BY** JAIME LOCKLEAR  
**TABULATED BY** SHARON HALUSKA  
**VERIFIED BY**

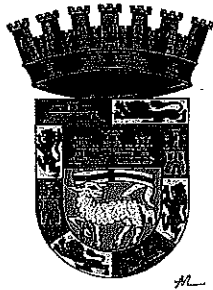
**BID NUMBER** 13-25R  
**OPENING DATE/TIME** October 23, 2013 2:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT  
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HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

**POSTING DATE/TIME** FROM 10/23/13 3:00 PM  
UNTIL 10/28/13 3:00 PM

BIDDERS	ADDENDUM # 1								
PETTICOAT-SCHMITT	YES								
MASCI GENERAL CONTRACTORS	YES								

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



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

**BID NO.: 13-25R**

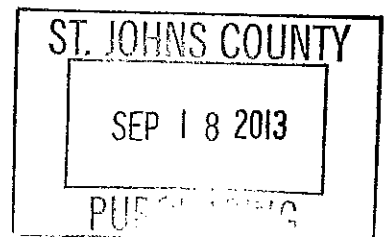
**County Road 210 @ Interstate 95 Phase 2 Improvements Re-Bid**

**BID DOCUMENTS**

**FINAL – 09-16-13**

**St. Johns County Purchasing Department**

**500 San Sebastian View  
St. Augustine, Fl 32084  
(904) 209-0150**



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### **FRONT END BID DOCUMENTS**

Notice to Bidders - Construction  
Section 00100 Instruction to Bidders  
Official County Bid Form with Attachments:

Attachment A - Affidavit  
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Attachment C - Certificate as to Corporate Principal  
Attachment D - Florida Trench Safety Act  
Attachment E - License/Certification List  
Attachment F - Schedule of Values  
Attachment G - Anticipated DBE Participation Statement  
Attachment H - JEA Performance Bond  
Attachment I - JEA Payment Bond  
Attachment J - JEA Form of Contract  
Bid Bond

### **CONTRACT FORMS AND CONDITIONS**

00500 - Standard Agreement Between Owner and Contractor (SAMPLE - For Reference Only)  
00600 - Public Construction Bond

### **PROJECT SPECIFICATIONS**

#### **OTHER PROJECT DOCUMENTS (Available on Project CD)**

<b><u>Document Title</u></b>	<b><u>Date Issued</u></b>
• Report of Roadway Soil Survey and Geotechnical Exploration	2009-01-09 (Revised 2013-02-05)
• Soil and Groundwater Phase 2 Environmental Site Assessment	2009-02-05
• Addendum to Report of Roadway Soil Survey and Geotechnical Exploration	2009-03-24 (Revised 2013-02-05)
• Soil Design Parameters for Proposed Bulkhead at Kangaroo Pond	2009-06-10
• Addendum 2 to Report of Roadway Soil Survey and Geotechnical Exploration	2010-05-03
• Confirmatory Soil Testing at Esquire Dry Cleaner	2010-10-01
• St. Johns River Water Management District Permit 4-109-63593-9	2011-07-20
• U.S. Army Corps of Engineers Permit SAJ-2003-01493 (IP-RLT)	2011-10-19
• Project Right-Of-Way Maps	2012-12-05
• Groundwater Evaluation Report	2013-02-05
• Geotechnical Report for Sampson Creek Bridge	2013-08-28
• CR 210 Bridge Design Documentation	2013-09-09

**NOTICE TO BIDDERS – CONSTRUCTION**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, October 23, 2013 by Sharon Haluska, in the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, Florida 32084 (Main # 904-209-0150) for Construction of County Road 210 @ Interstate 95 Phase 2 Improvements Re-Bid. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

**Scope of Work:**

The Scope of Work for this project shall generally include furnishing all labor, materials, equipment and other items necessary for the additional of one through lane of travel in each direction on County Road 210, replacement of the Sampson Creek box culvert with a bridge and installation of steel sheet pile wall into an existing pond. Additional improvements shall consist of but not be limited to curb and gutter work, traffic signal mastarms, overhead sign structures, and pond expansion. Within the same bid but funded separately by JEA will be water main and force main relocations. Relocation of adjacent private utilities by others shall be accommodated.

**READVERTISEMENT MAJOR CHANGES**

Changes to the design since the prior advertisement include:

1. Sampson Creek Flat-Slab Bridge
2. Simplified Maintenance of Traffic
3. Bid Alternate Added
4. Contamination Cleanup Cost Limited

This project is being partially funded with Florida Department of Transportation monies and as such the contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The County encourages the utilization of qualified Disadvantaged Business Enterprise (DBE) subcontractors. Information on these contractors is available on the Florida Department of Transportation web site. Whether DBE subcontractors are used or not the Contractor is required to fill out the DBE Participation Statement, Attachment G.

**County Contractor Qualifications:** Prime bidders shall be fully licensed to do business in the State of Florida. The prime or subcontractor performing the work shall be currently pre-qualified with the Florida Department of Transportation for flexible paving, traffic signal and minor bridge construction and have successfully constructed as a prime or subcontractor at least three (3) projects of the type, size, and contract value of this bid. Prime Bidders shall have been in business under the bidding firm's name for a minimum of seven (7) years. Prime Bidder shall perform 50 % of this project with their own forces.

Contamination Contractor: The prime contractor (or a subcontractor responsible for contamination remediation) shall be qualified under the Florida Department of Environmental Protection's (FDEP) Bureau of Petroleum Storage Systems' "Storage Tank / Contamination Contractor" requirements and be on FDEP's list of such contractors at the time the bid is submitted. The qualified contractor's list may be found at: [http://tlhora6.dep.state.fl.us/www\\_stcm/reports/pct\\_contractor\\_R.asp](http://tlhora6.dep.state.fl.us/www_stcm/reports/pct_contractor_R.asp). Proof of this qualification shall be included with Attachment E.

**JEA Contractor Qualifications:** Bidder or subcontractor of same actually performing the work shall hold a current State of Florida Certified Underground Utility Contractor's license and be on JEA's approved contractor list. Prime bidders shall complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

There will be a **Mandatory Pre-Bid Conference on Wednesday, October 2, 2013, at 9:30 a.m.** at the St. Johns County Utility Department located at 1205 State Road 16, St. Augustine, Florida 32084 (Main # 904-209-0150). Failure to attend and sign in at the mandatory Pre-Bid Conference will result in rejection of your Bid. Meeting doors will close promptly at **9:30 a.m.** Anyone arriving after the doors have closed will not be allowed admittance to the meeting. It is the Contractor's responsibility to assume full responsibility for timely arrival.

***NOTE: Due to the time sensitive nature of this project it is highly encouraged that interested parties obtain and review all bid documents and plans PRIOR to the Pre-Bid Meeting and be prepared with questions.***

Copies of Re-Bid Documents can be obtained from Scott Carter, P.E., Prosser Hallock, 13901 Sutton Park Drive South, Suite 200, Jacksonville, FL 32224; (904) 739-3655 or email [scarter@prosserhallock.com](mailto:scarter@prosserhallock.com) as follows:

- Current Planholders for original bid - **\$100.00, which is non-refundable** and
- New Planholders for re-bid - **\$300.00 per set, which is non-refundable.**

Electronic copies of the plans (CD) in a PDF format will be included with the purchase of the Bid Document package however, the hard copy (printed set) shall be considered the official set and in the event of a dispute or discrepancy the hard copy shall take precedence. **Make checks payable to Prosser Hallock, Inc.**

Any and all technical questions relative to this project shall be directed **in writing** to Scott Carter, P.E., Prosser Hallock, 13901 Sutton Park Drive South, Suite 200, Jacksonville, FL 32224; (904) 739-3655 or email [scarter@prosserhallock.com](mailto:scarter@prosserhallock.com). **The deadline for all questions for this bid shall be Wednesday, October 9, 2013 by 4:00 P.M.**

Any and all bid or procurement questions relative to this project shall be directed in writing to Sharon Haluska, Contract Administrator, St. Johns County Purchasing Dept. via fax at (904) 209-0157 or email at [shaluska@sjcfl.us](mailto:shaluska@sjcfl.us). **The deadline for all questions for this bid shall be Wednesday, October 9, 2013 by 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](http://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](http://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, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

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

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
CHERYL STRICKLAND, CLERK  
BY: \_\_\_\_\_

Deputy Clerk

# FRONT END BID DOCUMENTS

**SECTION 00100**

**INSTRUCTION TO BIDDERS**

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

**PROJECT:** BID NO.: 13-25R – County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid

**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.

Engineer 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 Sharon Haluska, Contract Administrator, St. Johns County Purchasing Dept. 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 Engineer, 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 Engineer 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 Engineer, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or 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 Engineer at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Engineer's and/or Owner approval or disapproval of a proposed substitution shall be final.

If the Engineer 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.: 13-25R County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid**" *See Example Below:*

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

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the

Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Rejection of Bids: The 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, is judged to be reasonable, and does not exceed the funds budgeted for the Project.

Award of the Base Bid shall be based upon the lowest responsible Total Lump Sum of Base Bid "A" (County) + Base Bid "B" (JEA). Base Bid "A" and Base Bid "B" shall be equal to the total values shown on Attachment "F"- Schedule of Values pages 37 and 39. The Unit Prices as shown will be used for adjusting the Contract Price for changes in the work (additions or deletions + or -) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

If a 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.

Alternate Bid Award – St. Johns County reserves the right to award Alternate Bid "1-A" at their discretion if judged to be responsive and responsible in accordance with all bid documents, plans and specifications. Should the County elect to award Alternate "1-A", JEA will award Alternate "1-B". However, JEA reserves the right to award this alternate to other than the low bidder of the Total Base Bid if the bid price for Alternate "1-B" is deemed to be unreasonable by standard JEA price evaluation methods. Bid Alternates "1-A" and "1-B" shall be equal to the values shown on Attachment "F" – Schedule of Values pages 44 and 45.

The successful bidder, based on the Total Lump Sum of Base Bid "A" (County) + Base Bid "B" (JEA) shall be required to contract separately with JEA for the work specified and any alternates.

### **JEA AWARD**

All water and sewer construction shown in the project plans and specifications shall be funded separately by JEA. JEA will issue a separate contract for this work. When submitting monthly invoices, the contractor shall submit

separate invoices for "county" and "JEA" work. All JEA-funded work shall be subject to JEA's standard contracting practices, purchase order(s) and funding authorization. The contractor shall be fully responsible for coordinating all JEA work with all other project work and that of private utilities working on 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**

**County Contractor Qualifications:** Prime bidders shall be fully licensed to do business in the State of Florida. The prime or subcontractor performing the work shall be currently pre-qualified with the Florida Department of Transportation for flexible paving, traffic signal and minor bridge construction and have successfully constructed as a prime or subcontractor at least three (3) projects of the type, size, and contract value of this bid. Prime Bidders shall have been in business under the bidding firm's name for a minimum of seven (7) years. Prime Bidder shall perform 50 % of this project with their own forces.

**Contamination Contractor:** The prime contractor (or a subcontractor responsible for contamination remediation) shall be qualified under the Florida Department of Environmental Protection's (FDEP) Bureau of Petroleum Storage Systems' "Storage Tank / Contamination Contractor" requirements and be on FDEP's list of such contractors at the time the bid is submitted. The qualified contractor's list may be found at: [http://tlhora6.dep.state.fl.us/www\\_stcm/reports/pct\\_contractor\\_R.asp](http://tlhora6.dep.state.fl.us/www_stcm/reports/pct_contractor_R.asp). Proof of this qualification shall be included with Attachment E.

**JEA Contractor Qualifications:** Bidder or subcontractor of same actually performing the work shall be a hold a current State of Florida Certified Underground Utility Contractor's license and be on JEA's Responsible Bidder's List. Prime bidders shall complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

- (a) A bid on a contract to provide any goods or services to a public entity
- (b) A bid on a contract with a public entity for the construction or repair of a public building or public work.
- (c) Bids on leases of real property to a public entity

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

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

### **CONTRACTOR EMPLOYEE ELIGIBILITY**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment status of all new employees hired by the subcontractor during the Contract term.

**PERFORMANCE FOR STATE RESIDENTS**

Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract:

*Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of non-residents. As used in this diction, the term "Substantially equal qualifications" means the qualification of two or more people among those whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or people.*

**LIST OF SUBCONTRACTORS**

Each Bidder shall submit to Owner a list of Proposed 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. Proposed subcontractors cannot be changed prior to award of a contract without written approval by the owner.

Upon request by the Engineer, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Engineer 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 Engineer will notify the Bidder in writing if either the Owner or the Engineer, 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 Engineer, 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 Engineer.

**The County encourages the utilization of qualified Disadvantaged Business Enterprise (DBE) subcontractors.**

Information on these contractors is available on the Florida Department of Transportation web site. Whether DBE subcontractors are used or not the Contractor is required to fill out the DBE Participation Statement, Attachment G.

### **PUBLIC CONSTRUCTION BOND**

**Required Bonds:** The Bidder shall furnish the required bond, in the form provided herein, covering the faithful performance of the Contract and the payment of all obligations arising thereunder 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 and have a resident agent in the State of Florida., meets all of the requirements of the laws of Florida. Ensure that the surety's resident agent's name, address, and telephone number is clearly state on the face of the bond.
- 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.

**Surety to Furnish Legal Defense:** The contractor shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees.

The above statement shall be included in all contracts with subcontractors/sub-consultants who perform work in connection with this bid/project.

**Time of Delivery and Form of Bonds:** The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Public Construction Bond shall be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and



Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

**JEA BOND REQUIREMENTS**

All JEA-funded work on this project shall be fully bonded and insured in accordance with JEA's standard contracting requirements. JEA's bonding forms are included as Attachments H and I. JEA's contract form is included as Attachment J. JEA shall be named as an additional insured on all project-related insurance policies covering JEA-funded work.

Unless specified in the Bidding Documents, the bonds shall be written in the form of those bound in this Project Manual.

The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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.

**JEA CONTRACT FORM**

JEA shall issue a separate purchase order (or purchase orders) to the contractor for all JEA-funded work on this project. See Attachment J for JEA's contract form.

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

"The work to be performed per under this Agreement shall be commenced within ten (10) days of the date of the

Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Three Hundred Sixty Five (365)** consecutive calendar days from the date of the Notice to Proceed. Final completion shall be attained **Twenty (20)** 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:

<b><u>Original Contract Amount</u></b>	<b><u>Daily Charge Per Calendar Day</u></b>
\$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

**NOTE:** Because time is of the essence with this contract, liquidated damages will be imposed beginning from the date of Substantial Completion or as issued in the Owner’s Notice to Proceed or subsequent approved Contract Change Order/s for each day the Owner does not have full use of the project for which it is intended.

**INSURANCE**

Liability Insurance, Workers’ Compensation, and Automobile Liability Coverage will be required to be retained in force during the Contract Period (See Article XIII in Standard 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.” Proof of all coverages will be required prior to execution of a contract by St. Johns County. St. Johns County reserves the right to purchase Builders Risk Insurance when in the best interests of the County.

**TAXES**

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder’s proposal. St. Johns County Reserves the right to Owner Direct Purchase materials or equipment in accordance with County Purchasing Policy 302.21 or implement other means in order to achieve related sales tax or other cost savings.

**FLORIDA TRENCH SAFETY ACT**

Bidders shall complete Bid Form Attachment D, Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state

so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.  
**END OF SECTION**



**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

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

PROJECT: COUNTY ROAD 210 AT INTERSTATE 95 – PHASE 2 IMPROVEMENTS RE-BID

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

DATE SUBMITTED: \_\_\_\_\_

BID PROPOSAL OF

\_\_\_\_\_  
FULL LEGAL COMPANY NAME

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

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 **County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid**, 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:

**BASE BID "A" (County):** County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid as per plans and specifications.

\$ \_\_\_\_\_  
Total Lump Sum Price (Numerical)

\_\_\_\_\_  
/100 Dollars

(Amount written or typed in words)

**BASE BID "B" (JEA):** Construction of all water and sewer relocations, improvements and related miscellaneous utility work as shown in the project plans and specifications.

\$ \_\_\_\_\_  
Total Lump Sum Price (Numerical)

\_\_\_\_\_  
/100 Dollars

(Amount written or typed in words)

**TOTAL LUMP SUM BID: Base Bid "A" + Base Bid "B" = Total Lump Sum**

\$ \_\_\_\_\_  
Total Lump Sum Price (Numerical)

\_\_\_\_\_/100 Dollars  
(Amount written or typed in words)

**ALTERNATE BID "1-A" (County): CR210 Improvements West of Leo Maguire Parkway as per plans and specifications.**

\$ \_\_\_\_\_  
Total Lump Sum Price (Numerical)

\_\_\_\_\_/100 Dollars  
(Amount written or typed in words)

**ALTERNATE BID "1-B" (JEA): Construction of all water and sewer relocations, improvements and related miscellaneous utility work West of Leo Maguire Parkway as shown in the project plans and specifications.**

\$ \_\_\_\_\_  
Total Lump Sum Price (Numerical)

\_\_\_\_\_/100 Dollars  
(Amount written or typed in words)

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's correct bid. Bid award shall be based upon Base Bid "A" (County) + Base Bid "B" (JEA) = Total Lump Sum Bid. The Total Base Bid "A" and the Base Bid "B" shall be equal to the values shown on Attachment "F"- Schedule of Values pages 37 and 39.

Time of Substantial Completion shall be 365 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.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the 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 Engineer, 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 within **Three Hundred Sixty Five (365)** 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 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**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
(Name & Title typed or printed)

By: \_\_\_\_\_  
(Name & Title typed or printed)

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

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

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

Email Address for Authorized Company Representative: \_\_\_\_\_

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

**INDIVIDUAL**

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

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

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

Fax No.: \_\_\_\_\_

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

Federal I.D. Tax Number:

- Bid Proposal Attachments:
- “A” - Affidavit
  - “B” - List of Proposed Subcontractors/Major Material Suppliers
  - “C” - Certificate as to Corporate Principal
  - “D” - Certificate of Compliance with Florida Trench Safety Act
  - “E” – License/Certification List
  - “F” – Schedule of Values
  - “G” – Anticipated DBE Participation Statement
  - “H” – JEA Performance Bond
  - “T” – JEA Payment Bond
  - “J” – JEA Form of Contract
  - “K” – Potential Contamination Cleanup
  - Bid Bond
  - Fully Acknowledged Addenda Applicable to this bid

Attachments “A” – “K” inclusive 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.

ATTACHMENT "A"

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

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 13-25R County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That 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.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Notary Public:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

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







**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: \_\_\_\_\_

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**ATTACHMENT "E"**

*License/Certification List*

In the space below, the Bidder shall list all **current** licenses and certifications held to provide evidence of qualifications as stated in the Bid Documents (page 13) for the Prime Bidder and all proposed subcontractors for **BOTH** the County portion and the JEA portion of the work.

*The bidder shall attach a copy of each current license or certification listed below to this form including State of Florida business license, Department of Professional Regulation license(s) and FDOT Pre-Qualification letters.*

License Name	License #	Issuing Agency	Expiration Date

**NOTE:** As stated on page 13 of the bid documents –

**County Contractor Qualifications:** Prime bidders must be fully licensed to do business in the State of Florida. The prime or subcontractor performing the work shall be currently pre-qualified with the Florida Department of Transportation for flexible paving, traffic signal and minor bridge construction and have successfully constructed as a prime or subcontractor at least three (3) projects of the type, size, and contract value of this bid. Prime Bidders shall have been in business under the bidding firm's name for a minimum of seven (7) years. Prime Bidder shall perform 50% of this project with their own forces.

**Contamination Contractor:** The prime contractor (or a subcontractor responsible for contamination remediation) shall be qualified under the Florida Department of Environmental Protection's (FDEP) Bureau of Petroleum Storage Systems' "Storage Tank / Contamination Contractor" requirements and be on FDEP's list of such contractors at the time the bid is submitted. The qualified contractor's list may be found at: [http://tlhora6.dep.state.fl.us/www\\_stcm/reports/pct\\_contractor\\_R.asp](http://tlhora6.dep.state.fl.us/www_stcm/reports/pct_contractor_R.asp). Proof of this qualification shall be included with Attachment E.

**JEA Contractor Qualifications:** Bidder or subcontractor of same shall hold a current State of Florida Certified Underground Utility Contractor's license and be on JEA's approved contractor list. Prime bidders shall complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal. FDOT letter of pre-qualification shall be shown on the list above AND a copy of the FDOT letter attached to this form.

**ATTACHMENT "F"**  
**SCHEDULE OF VALUES**

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>General Conditions</b>						
1	101-1	Mobilization (includes survey, asbuilts, testing, maintaining erosion control, site preparation, and removals, etc.)		LS		
<b>Maintenance of Traffic</b>						
2	102-1	Maintenance of Traffic		DA		
3	102-14	Traffic Control Officer		MH		
4	102-60	Work Zone Signs		ED		
5	102-61	Business Sign		EA		
6	102-71-11	Barrier Wall (Temporary) (F&I) (Concrete)		LF		
7	102-71-21	Barrier Wall (Temporary) (Relocate)		LF		
8	102-74-1	Barricade (Temporary) (Types I,II,VP & Drum)		ED		
9	102-77	High Intensity Flashing Lights (Temp - Type B)		ED		
10	102-78	Temporary RPM's		EA		
11	102-79	Lights (Temp-Barr. Wall Mount) (Type C Steady Burn)		ED		
12	102-89-7	Crash Cushion (Redirective)		LO		
13	102-104	Temporary Signalization and Maintenance of Intersection		ED		
<b>Erosion Control</b>						
14	104-10-3	Sediment Barrier		LF		
15	104-12	Staked Turbidity Barrier - Nylon Reinforced PVC		LF		
16	104-18	Inlet Protection System		EA		
<b>Clearing &amp; Grubbing</b>						
17	110-1-1	Clearing and Grubbing		AC		
18	110-3	Removal of Existing Structure (Sampson Creek Box Culvert)		SF		
19	110-4	Concrete Pavement, Removal of Existing		SY		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>Earthwork</b>						
20	120-1	Regular Excavation		CY		
21	120-1	Excavation and Removal of Contaminated Soils (Contingency)	660	CY		
22	120-1	Dewater Existing Pond		LS		
23	120-6	Embankment		CY		
<b>Pavement</b>						
24	160-4	12" Type B Stabilization		SY		
25	285-701	Optional Base Group 01 (4" graded aggregate) (Wilson Driveway)		SY		
26	285-704	Optional Base Group 04 (6" lime rock) (Temp. Pav't)		SY		
27	285-711	Optional Base Group 11 (12" lime rock)		SY		
28	285-711	Optional Base Group 11 (14.5" crushcrete)		SY		
29	285-711	Optional Base Group 11 (7" Type B-12.5)		SY		
30	327-70-6	Milling Existing Asphalt Pavement (1.5" Avg. Depth)		SY		
31	334-1-13	SP 12.5 Structural Asphalt Course (Traffic C) (3")		TN		
32	334-1-23	SP-9.5 Asph Conc Friction Course (PG 76-22) (1.5") (Traffic C)		TN		
33	337-7-43	FC-12.5 Asph Conc Friction Course (PG 76-22) (1.5") (Traffic C) (Southbound exit ramp)		TN		
34	339-1	Miscellaneous Asphalt Pavement (2" thick, typ.) (Temp. Pav't)		TN		
35	339-1	Miscellaneous Asphalt Pavement (2" thick, typ.) (Guardrail)		TN		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>Storm Drainage</b>						
36	400-1-2	Concrete Class 1 (Endwalls)		CY		
37	400-0-11	Concrete Class NS (Gravity Wall) (used for MES Slabs)		CY		
38	400-2-4	Class II Concrete (Superstructure) (Bridge Deck)		CY		
39	400-2-41	Class II Concrete (Superstructure) (Bridge Deck) (Overlay)		CY		
40	400-2-10	Class II Concrete (Approach Slabs)		CY		
41	400-4-5	Class IV Concrete (Cast-in-place Substructure)		CY		
42	400-4-8	Concrete Class IV (Bulkhead) Pile Cap at Kangaroo Pond		CY		
43	400-4-8	Concrete Class IV (Bulkhead) Collars at Kangaroo Pond		CY		
44	400-147	Composite Neoprene Pads		CY		
45	415-1-4	Reinforcing Steel (Superstructure)		CY		
46	415-1-5	Reinforcing Steel (Substructure)		LB		
47	415-1-9	Reinforcing Steel (Approach Slabs)		LB		
48	425-1-331	Type 3 Curb Inlet (P-3) < 10'		LB		
49	425-1-341	Type 4 Curb Inlet (P-4) < 10'		EA		
50	425-1-361	Type 6 Curb Inlet (P-6) < 10'		EA		
51	425-1-431	Type 3 Curb Inlet (J-3) < 10'		EA		
52	425-1-432	Type 3 Curb Inlet (J-3) > 10'		EA		
53	425-1-441	Type 4 Curb Inlet (J-4) < 10'		EA		
54	425-1-551	Type E Inlet (Modified) (F&I) (<= 10')		EA		
55	425-2-61	Manhole (P-8) < 10'		EA		
56	425-2-91	Manhole (J-8) < 10'		EA		
57	425-2-92	Manhole (J-8) > 10'		EA		
58	425-11	Drainage Structure Modify Exist. (Conversion to Jct Box)		EA		
59	425-11	Drainage Structure Modify (Exist. SJ&CC Pond Weir)		EA		
60	430-175-115	15" Pipe Culvert RCP		EA		
61	430-175-118	18" Pipe Culvert RCP		LF		
62	430-175-124	24" Pipe Culvert RCP		LF		
63	430-175-130	30" Pipe Culvert RCP		LF		



COUNTY ROAD 210 AT INTERSTATE 95 – PHASE 2 IMPROVEMENTS RE-BID

Bid No. 13-25R

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
64	430-175-136	36" Pipe Culvert RCP		LF		
65	430-175-142	42" Pipe Culvert RCP		LF		
66	430-175-154	54" Pipe Culvert RCP		LF		
67	430-982-129	24" Mitered End Section		LF		
68	430-982-133	30" Mitered End Section		EA		
69	430-982-138	36" Mitered End Section		EA		
70	430-982-142	54" Mitered End Section		EA		
71	436-1-1	Trench Drain (standard)		EA		
72	440-1-20	Type 2 Underdrain		LF		
73	450-3-15	Prestressed Slab Units (15"X48")		LF		
74	450-3-25	Prestressed Slab Units (15"X60")		LF		
75	455-18	Protection of Existing Structures		LF		
76	455-34-5	Prestressed Concrete Piling (24" Sq.)		LF		
77	455-133-3	Steel Sheet Pile Wall at Kangaroo Pond		SF		
78	455-143-5	Test Piles (Prestressed Concrete) (24" Sq.)		SF		
79	458-1-11	Bridge Deck Expansion Joint (Poured Jt. With Backer Rod)		LF		
80	460-70-1	Aluminum Bullet Railings (Single Rail)		SF		
81	514-71-1	Filter Fabric, Plastic (Subsurface)		SY		
82	514-72	SJC&CC Pond 30-Mil PVC Cut-Off Wall (13.5' Deep Avg.)		SF		
83	N/A	18" HDPE Pipe		SF		
84	N/A	24" HDPE Pipe		LF		
85	N/A	18" x 24" HDPE Pipe Enlarger		LF		
86	N/A	Storm Pump (F&I) (Flight NP 3202.180 or Equal)		EA		
87	N/A	Drawdown Pump (F&I) (Flight cp 3085.183 or Equal)		EA		
88	N/A	Storm Pump Station Wetwell and Controls		EA		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>Concrete</b>						
89	520-1-7	Curb & Gutter Concrete (Type E)		LF		
90	520-1-10	Curb & Gutter Concrete (Type F)		LF		
91	520-2-4	Concrete Curb (Type D)		LF		
92	520-3	Valley Gutter – Concrete		LF		
93	520-70	Concrete Traffic Separator (Type 1, Option 2, Variable Width)		SY		
94	521-5-4	Concrete Traffic Railing (Bridge) (32") (Vertical)		LF		
95	522-1	Concrete Sidewalk (4" Thick)		SY		
96	522-2	Concrete Sidewalk (6" Thick) (across driveways)		SY		
97	751-11-1	Removal and Replacement of Architectural Stone Veneer		SF		
<b>Metal &amp; Grassing</b>						
98	515-2-311	Pedestrian / Bicycle Railing (42" Type 1, Alum., Picket Railing)		LF		
99	526-1-1	Pavers, Architectural		SF		
100	530-3-3	Rubble Rip Rap (Bank and Shore)		TN		
101	530-74	Bedding Stone		TN		
102	536-1-1	Guardrail-Roadway		LF		
103	536-73	Guardrail Removal		LF		
104	536-85-22	Guardrail End Anchorage Assembly- Flared		EA		
105	536-85-25	Guardrail End Anchorage Assembly- Type II		EA		
106	550-10-228	Fencing (Type B) (Reset Existing)		LF		
107	570-1-2	Performance Turf – Sod		SY		
108	580-1-1	Landscape Complete		LS		
109	590-70	Irrigation System		LS		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>Signalization</b>						
110	630-1-12	Conduit (F & I, Underground)		LF		
111	630-1-14	Conduit (F & I, Underground – Jacked)		LF		
112	632-7-1	Cable (Signal) (F&I)		PI		
113	635-1-11	Pull & Junction Boxes (Pull Box) (F&I)		EA		
114	639-1-12	Electrical Power Service (Overhead) (Purchase From Power Company by the Contractor)		AS		
115	639-2-1	Electrical Service Wire (F&I)		LF		
116	641-2-12	Prestressed Concrete Pole (Type P-II)		EA		
117	646-1-11	Aluminum Signal Pole (F & I)		EA		
118	646-1-41	Aluminum Signal Pole (Relocate)		EA		
119	649-31-202	Mast Arm Assembly (F&I, Single Arm w/o luminaire, 46.0')		EA		
120	649-31-204	Mast Arm Assembly (F&I, Single Arm w/o luminaire, 70.5')		EA		
121	649-31-219	Mast Arm Assembly (F&I, Double Arm w/o luminaire, 70.5' – 70.5')		EA		
122	650-1-311	Traffic Signal, (F&I) (3 Section) (I direction)		AS		
123	650-54	Traffic Signal (Relocate)		AS		
124	653-191	Pedestrian Signals (F&I), Led, Countdown, 1-Way		AS		
125	653-192	Pedestrian Signals (F&I), Led, Countdown, 2-Way		AS		
126	653-400	Pedestrian Signals (Relocate)		AS		
127	663-74-11	Vehicle Detector (Optical)		EA		
128	665-11	Pedestrian Detector (F&I)		EA		
129	665-40	Pedestrian Detector (Relocate)		EA		
130	670-5-130	Actuated Solid State Controller Assembly (F & I)		AS		
131	690-10	Traffic Signal Assembly (Removal)		EA		
132	690-20	Signal Pedestrian Assembly (Removal)		EA		
133	690-32-1	Pole Removal (Shallow) (Direct Burial)		EA		
134	690-50	Controller Assembly Remove (Complete)		EA		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
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135	690-70	Detector Pedestrian Assembly Removal		EA		
136	690-90	Conduit and Cable Removal		PI		
137	690-100	Signal Equipment, Misc. Removal		PI		

Signage

138	700-20-11	Single Post Sign (Less than 12)		AS		
139	700-20-12	Single Post Sign (12 SF to 20 SF)		AS		
140	700-20-40	Single Post Sign (Relocate)		AS		
141	700-20-60	Single Post Sign (Remove)		AS		
142	700-21-60	Multi-Post Sign (Remove)		AS		
143	700-23-113	Overhead Truss Cantilever Sign (<30') (201-300 SF)		EA		
144	700-48-18	Sign Panel (F & D) (15 SF or Less)		EA		
145	700-48-38	Sign Panel (Overlay) (15 SF or Less)		EA		
146	700-48-48	Sign Panel (Relocate) (15 SF or Less)		EA		
147	700-48-60	Sign Panel (Remove)		EA		
148	705-11-3	Delineator (Flexible, High Visibility Median)		EA		
		Retro-Reflective Pavement Marker				
		Bi-Directional Colorless / Red		EA		
149	706-3	Bi-Directional Amber / Amber		EA		

Striping

150	710-11-111	Solid Traffic Stripe (Paint) (White) (6")		NM		
151	710-11-122	Solid Traffic Stripe (Paint) (White) (8")		LF		
152	710-11-123	Solid Traffic Stripe (Paint) (White) (12")		LF		
153	710-11-124	Solid Traffic Stripe (Paint) (White) (18")		LF		
154	710-11-125	Solid Traffic Stripe (Paint) (White) (24")		LF		
155	710-11-131	Skip Traffic Stripe (Paint) (White) (6") (10'-30')		GM		
156	710-11-151	Guide Lines, Paint (Paint) (Dotted) (White) (2'-4')		LF		
157	710-11-160	Pavement Message (Paint)		EA		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
		Directional Arrows (Paint)				
158	710-11-170	Left Turn Arrow (Paint)		EA		
		Right Turn Arrow (Paint)		EA		
		Merge Arrow (Paint)		EA		
159	710-11-180	Through/ Left Arrow (Incl. Through & Through/Left) (Paint)		EA		
160	710-11-190	Yield Line (Paint) (White)		LF		
161	710-11-211	Island Nose (Paint) (White)		SF		
162	710-11-222	Solid Traffic Stripe (Paint) (Yellow) (6")		NM		
163	710-11-224	Solid Traffic Stripe (Paint) (Yellow) (8")		LF		
164	710-11-251	Solid Traffic Stripe (Paint) (Yellow) (18")		LF		
165	710-11-290	Skip Traffic Stripe (Paint) (Yellow) (6") (2'-4')		LF		
166	711-11-111	Island Nose (Paint) (Yellow)		SF		
167	711-11-122	Solid Traffic Stripe (Thermo) (White) (6")		NM		
168	711-11-123	Solid Traffic Stripe (Thermo) (White) (8")		LF		
169	711-11-124	Solid Traffic Stripe (Thermo) (White) (12")		LF		
170	711-11-125	Solid Traffic Stripe (Thermo) (White) (18")		LF		
171	711-11-131	Solid Traffic Stripe (Thermo) (White) (24")		LF		
172	711-11-151	Skip Traffic Stripe (Thermo) (White) (6") (10'-30')		GM		
173	711-11-160	Guide Lines, Paint (Thermo) (Dotted) (White) (2'-4')		LF		
		Pavement Message (Thermo)		EA		
		Directional Arrows (Thermo)				
174	711-11-170	Left Turn Arrow (Thermo)		EA		
		Right Turn Arrow (Thermo)		EA		
		Merge Arrow (Thermo)		EA		
		Through/ Left Arrow (Incl. Through & Through/Left) (Thermo)		EA		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
175	711-11-180	Yield Line (Paint (Thermo) (White)		LF		
176	711-11-211	Solid Traffic Stripe (Yellow) (6") (Thermo)		NM		
177	711-11-222	Solid Traffic Stripe (Yellow) (8") (Thermo)		LF		
178	711-11-224	Solid Traffic Stripe (Yellow) (18") (Thermo)		LF		
179	715-1-50	Lighting Conductors (Adjust / Modify)		LF		
180	715-4-400	Light Pole Complete (relocate)		EA		

**Subtotal Roadway (Base Bid "A"):**

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SCHEDULE OF VALUES -- Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
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**County Road 210 at I-95 Phase 2**  
**Schedule Of Values -- JEA Base Bid "B"**

JEA  
Water

181		6" PVC Water Main		LF		
182		16" PVC Water Main		LF		
183		16" D.J. MJ 45 Degree Bend Fitting		EA		
184		16" Gate Valve w/Box & Cover		LF		
185		16" Cap Fitting		LF		
186		16"x16" wye		EA		
187		30" Casing		LF		
188		16" Water Main Grout Filled		LF		
189		Meters and Backflow Preventers Moved		EA		
190		16" Bell Restraint (water, contingency)		EA		
191		16" Insert-A-Valve (contingency)		EA		
192		16" Concrete Thrust Collar with Rods (water, contingency)		EA		
193		Corporation Stop (2", F&I)		EA		
194		Fire Hydrant Relocate		EA		
195		16" x 6" Water Main Tee (at fire hydrants)		EA		
196		Water Compliance Samling Point (furnish, install, remove)		EA		
197		Water Testing Allowance		LS		
198		Supplemental Work Authorization (Water)		LS		

**Subtotal JEA Water (Base Bid "B"):**

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SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>JEA Sewer</b>						
199		A-3 Sand (Contingency)		CY		
200		4" PVC Force Main		LF		
201		24" PVC Force Main		LF		
202		10" PVC Force Main		LF		
203		10" x 4" DI Force Main Tee		EA		
204		24" D.I. MJ 45 Degree Bend Fitting		EA		
205		10" D.I. MJ 45 Degree Bend Fitting		EA		
206		24" Cap		EA		
207		22" Casing		LF		
208		10" Air Release Valve. Includes Lined Manhole		EA		
209		24" Force Main Grout Filled		LF		
210		10" Bell Restraint (sewer, contingency)		EA		
211		10" Concrete Thrust Collar with Rods (sewer, contingency)		EA		
212		24" Bell Restraint (sewer, contingency)		EA		
213		24" Concrete Thrust Collar with Rods (sewer, contingency)		EA		
214		5000 Gallon Pump Truck (6 hours per conflict, contingency)		HR		
215		Sewer Testing Allowance		LS		
216		Supplemental Work Authorization (Sewer)		LS		

Subtotal JEA Sewer (Base Bid "B"):

JEA Water and Sewer Project Cost (Base Bid "B"):

Total Project Cost (Roadway, Water and Sewer) (Base Bid "A" + Base Bid "B"):



SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
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**County Road 210 at I-95 Phase 2 Improvements Re-Bid**  
**Schedule of Values – Bid Alternate "1A"**

<b>General Conditions</b>						
217	101-1	Mobilization (includes survey, asbuilts, testing, maintaining erosion control, site preparation, and removals, etc.)		LS		

<b>Maintenance of Traffic</b>						
218	102-14	Traffic Control Officer		MH		
219	102-60	Work Zone Signs		ED		
220	102-61	Business Sign		EA		
221	102-71-11	Barrier Wall (Temporary) (F&D) (Concrete)		LF		
222	102-71-21	Barrier Wall (Temporary) (Relocate)		LF		
223	102-74-1	Barricade (Temporary) (Types I,II,VP & Drum)		ED		
224	102-77	High Intensity Flashing Lights (Temp – Type B)		ED		
225	102-78	Temporary RPM's		EA		
226	102-79	Lights (Temp-Barr. Wall Mount) (Type C Steady Burn)		ED		
227	102-89-7	Crash Cushion (Redirective)		LO		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>Erosion Control</b>						
228	104-10-3	Sediment Barrier		LF		
229	104-18	Inlet Protection System		EA		
<b>Clearing &amp; Grubbing</b>						
230	110-1-1	Clearing and Grubbing		AC		
231	110-4	Concrete Pavement, Removal of Existing		SY		
<b>Earthwork</b>						
232	120-1	Regular Excavation		CY		
233	120-6	Embankment		CY		
<b>Pavement</b>						
234	160-4	12" Type B Stabilization		SY		
235	285-704	Optional Base Group 04 (6" lime rock) (Temp. Pav't)		SY		
236	285-711	Optional Base Group 11 (12" lime rock)		SY		
237	285-711	Optional Base Group 11 (14.5" crushcrete)		SY		
238	285-711	Optional Base Group 11 (7" Type B-12.5)		SY		
239	327-70-6	Milling Existing Asphalt Pavement (1.5" Avg. Depth)		SY		
240	334-1-13	SP 12.5 Structural Asphalt Course (Traffic C) (3")		TN		
241	334-1-23	SP-9.5 Asph Conc Friction Course (PG 76-22) (1.5") (Traffic C)		TN		
<b>Storm Drainage</b>						
242	400-0-11	Concrete Class NS (Gravity Wall) (used for MES Slabs)		CY		
243	425-1-331	Type 3 Curb Inlet (P-3) < 10'		EA		
244	425-1-341	Type 4 Curb Inlet (P-4) < 10'		EA		
245	425-2-91	Manhole (1-8) < 10'		EA		
246	430-175-115	15" Pipe Culvert RCP		LF		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
247	430-175-118	18" Pipe Culvert RCP		LF		
248	430-175-124	24" Pipe Culvert RCP		LF		
249	430-175-136	36" Pipe Culvert RCP		LF		
250	430-982-138	36" Mitered End Section		EA		
251	440-1-20	Type 2 Underdrain		LF		
<b>Concrete</b>						
252	520-1-7	Curb & Gutter Concrete (Type E)		LF		
253	520-1-10	Curb & Gutter Concrete (Type F)		LF		
254	522-1	Concrete Sidewalk (4" Thick)		SY		
<b>Metal &amp; Grassing</b>						
255	570-1-2	Performance Turf – Sod		SY		
<b>Signage</b>						
256	700-20-11	Single Post Sign (Less than 12)		AS		
257	700-20-40	Single Post Sign (Relocate)		AS		
258	705-11-3	Delineator (Flexible, High Visibility Median)		EA		
		Retro-Reflective Pavement Marker				
259	706-3	Bi-Directional Colorless / Red		EA		
		Bi-Directional Amber / Amber		EA		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>Striping</b>						
260	710-11-111	Solid Traffic Stripe (Paint) (White) (6")		NM		
261	710-11-122	Solid Traffic Stripe (Paint) (White) (8")		LF		
262	710-11-123	Solid Traffic Stripe (Paint) (White) (12")		LF		
263	710-11-124	Solid Traffic Stripe (Paint) (White) (18")		LF		
264	710-11-125	Solid Traffic Stripe (Paint) (White) (24")		LF		
265	710-11-131	Skip Traffic Stripe (Paint) (White) (6") (10'-30')		GM		
266	710-11-131	Skip Traffic Stripe (Paint) (White) (6") (6'-10')		GM		
267	710-11-151	Guide Lines, Paint (Paint) (Dotted) (White) (2-4')		LF		
268	710-11-160	Pavement Message (Paint)		EA		
		Directional Arrows (Paint)				
		Left Turn Arrow (Paint)		EA		
269	710-11-170	Right Turn Arrow (Paint)		EA		
		Merge Arrow (Paint)		EA		
		Through / Left Arrow (Incl. Through & Through/Left) (Paint)		EA		
270	710-11-211	Solid Traffic Stripe (Paint) (Yellow) (6")		NM		
271	710-11-224	Solid Traffic Stripe (Paint) (Yellow) (18")		LF		
272	710-11-290	Island Nose (Paint) (Yellow)		SF		
273	711-11-111	Solid Traffic Stripe (Thermo) (White) (6")		NM		
274	711-11-122	Solid Traffic Stripe (Thermo) (White) (8")		LF		
275	711-11-123	Solid Traffic Stripe (Thermo) (White) (12")		LF		
276	711-11-124	Solid Traffic Stripe (Thermo) (White) (18")		LF		
277	711-11-125	Solid Traffic Stripe (Thermo) (White) (24")		LF		

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
278	711-11-131	Skip Traffic Stripe (Thermo) (White) (6") (10'-30')		GM		
279	711-11-131	Skip Traffic Stripe (Thermo) (White) (6") (6'-10')		GM		
280	711-11-151	Guide Lines, Paint (Thermo) (Dotted) (White) (2'-4')		LF		
281	711-11-160	Pavement Message (Thermo)		EA		
		Directional Arrows (Thermo)				
		Left Turn Arrow (Thermo)		EA		
282	711-11-170	Right Turn Arrow (Thermo)		EA		
		Merge Arrow (Thermo)		EA		
		Through / Left Arrow (Incl. Through & Through/Left) (Thermo)		EA		
283	711-11-211	Solid Traffic Stripe (Yellow) (6") (Thermo)		NM		

**Subtotal Roadway (Bid Alternate "1A"):**

SCHEDULE OF VALUES -- Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
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**County Road 210 at I-95 Phase 2**  
**Schedule of Values -- Bid Alternate "1B"**

JEA Water						
284		16" PVC Water Main		LF		
285		16" D.I. MJ 45 Degree Bend Fitting		EA		
286		16" Bell Restraint (water, contingency)	2	EA		
287		16" Concrete Thrust Collar with Rods (water, contingency)	2	EA		
288		Water Compliance Sampling Point (furnish, install, remove)		EA		

**Subtotal JEA Water (Bid Alternate 1B):**

JEA Sewer						
289		10" PVC Force Main		LF		
290		10" D.I. MJ 45 Degree Bend Fitting		EA		
291		10" Bell Restraint (sewer, contingency)	4	EA		
292		10" Concrete Thrust Collar with Rods (sewer, contingency)	4	EA		
293		5000 Gallon Pump Truck (6 hours per conflict, contingency)	12	HR		

**Subtotal JEA Sewer (Bid Alternate "1B"):**

**JEA Water and Sewer Project Cost (Bid Alternate "1B"):**

**Total Project Cost (Roadway, Water and Sewer) (Alternate "1A" + Alternate "1B"):**

SCHEDULE OF VALUES – Revised 08-30-2013

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
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**Grand Total Roadway Costs (Base Bid "A" + Bid Alternate "1A") (County):**

**Grand Total Utility Costs (Base Bid "B" + Bid Alternate "1B") (JEA):**

**Grand Total Project Costs :  
(Base Bid "A" + Bid Alternate "1A" + Base Bid "B" + Bid Alternate "1B"):**

**ATTACHMENT "G"**

**ANTICIPATED DBE PARTICIPATION STATEMENT**



1. FDOT LAP AGREEMENT#	2. FDOT LAP AGREEMENT AMOUNT	3. LOCAL AGENCY CONTRACT (PRIME)#.	4. LOCAL AGENCY NAME
5. PRIME CONTRACTOR NAME		6. FEID NUMBER (PRIME CONTRACTOR)	
7. CONTRACT DOLLAR AMOUNT		8. FEID NUMBER (LOCAL AGENCY)	
9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED "DBE"? (DISADVANTAGED BUSINESS ENTERPRISE)	YES <input type="checkbox"/> NO <input type="checkbox"/>	10. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input type="checkbox"/> OR MAINTENANCE <input type="checkbox"/> ? OTHER _____	
11. REVISION (Y/N)? _____ IF YES, REVISION# _____			
12. ANTICIPATED DBE SUBCONTRACTS (BELOW):			
DBE SUBCONTRACTOR OR SUPPLIER		TYPE OF WORK/SPECIALTY	DOLLAR AMOUNT
			PERCENT OF CONTRACT DOLLARS
A			
B			
C			
D			
E			
F			11A TOTAL DOLLARS TO DBE'S \$0.00
			11B TOTAL PERCENT OF CONTRACT 0.00%
<b>SECTION TO BE FILLED BY PRIME CONTRACTOR</b>			
13. NAME OF SUBMITTER		14 .DATE	15. TITLE OF SUBMITTER
16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER		17. FAX NUMBER	18. PHONE NUMBER
<b>SECTION TO BE FILLED BY LOCAL AGENCY</b>			
19. SUBMITTED BY		20 .DATE	21. TITLE OF SUBMITTER
22. EMAIL ADDRESS OF SUBMITTER		23. FAX NUMBER	24. PHONE NUMBER
NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.			
<b>THE FOLLOWING SECTIONS ARE FOR FDOT LAP COORDINATOR USE</b>			
DIST	LAP COORDINATOR NAME	DATE TO EO OFFICE (ELECTRONICALLY)	EXECUTED DATE (LAP AGREEMENT)
			EXECUTED DATE (BETWEEN LOCAL AGENCY AND PRIME)
			PRECON. CONF DATE.

**ATTACHMENT "H"**

**JEA PERFORMANCE BOND**

**BID NO.: 13-25R**

**BID NO.: 13-25R**

**CONTRACT NUMBER [Contract Number]  
JEA PERFORMANCE BOND**

**As to the Contractor/Principal:**

Name: [CONTRACTOR NAME]

Address: [Contractor Address]

Telephone: [Contractor Phone Number]

**As to the Surety:**

Name:

Principal Business

Address:

Telephone: ( )

**As to the Owner of the Property/Contracting Public Entity:**

Name: JEA

21 W. Church Street

Jacksonville, FL 32202

Telephone: (904)665-6000

Description of project including address and description of improvements:

[Description of Work]

IFB: [BID NUMBER]

**BID NO.: 13-25R**

**BID NO.: 13-25R**

**JEA**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that [CONTRACTOR NAME] as Principal, (hereinafter called "Contractor"), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called "Surety"), are each held and firmly bonded unto JEA, a body politic and corporate, in Duval County, Florida, as Obligee (hereinafter called "JEA"), in the sum of [Contract amount in Words (Contract Amount in Figures)], lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, entered into a contract with JEA (Contract # [Contract Number]) for [Description of Work], pursuant to IFB #[BID NUMBER]; all of said work to be done in the time and manner and in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings, plans and specifications for said work and requirements of JEA proposal and award therefor and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by

reference, in strict compliance with the Contract requirements; and (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay JEA all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

**PROVIDED**, that the Surety hereby waives notice and any alteration of extension of time made by JEA, and any changes in or under the Contract and compliance or noncompliance with any formalities connect with the Contract or the changes does not affect Surety's obligation under this Bond.

**PROVIDED** further, that whenever Contractor shall be declared by JEA to be in default under the Contract, JEA having performed JEA's obligations thereunder, the Surety shall, at JEA's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days, from JEA's written notice of termination for default, arrange for Contractor with JEA's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay JEA all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event longer than sixty (60) days after JEA's written notice of termination or default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the

Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract;

(B) Alternatively, JEA may elect, to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price," as used in this Bond, shall mean the total amount payable by JEA to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by JEA to Contractor.

(C) Either way, the Surety shall pay JEA all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees , including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from JEA' s notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to JEA and tender payment to JEA of any amount necessary in order for JEA to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save JEA harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay JEA for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default of the Contractor under the Contract.

**PROVIDED** further, the Surety shall indemnify and save JEA harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from JEA a certificate of final completion under the Contract.

**PROVIDED** further, that during any interim period after JEA has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to JEA, surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

**PROVIDED** further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than JEA named herein or the heirs, executors, administrators or successors of JEA.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**NEXT PAGE IS THE SIGNATURE PAGE**

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

[CONTRACTOR NAME]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**AS PRINCIPAL**

Signed, Sealed and  
Delivered in the Presence of:

\_\_\_\_\_

\_\_\_\_\_ By -----  
Its

**AS SURETY**

Name of Agent: \_\_\_\_\_

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

\_\_\_\_\_

**Note. Date of Bond Must Not Be Prior to Date of Contract**



**ATTACHMENT "I"**  
**JEA PAYMENT BOND**

**CONTRACT NUMBER [Contract Number]**

**JEA PAYMENT BOND**

**REQUIRED BY**

**SECTION 255.05, FLORIDA STATUTES**

**As to the Contractor/Principal:**

Name: [CONTRACTOR NAME]

Address:[Contractor Address]

Telephone: [Contractor Phone Number]

**As to the Surety:**

Name:

Principal Business Address:

Telephone: ( )

**As to the Owner of the Property/Contracting Public Entity:**

Name: JEA

21 West Church Street

Jacksonville, FL 32202

Telephone: (904)665-6000

Description of project including address and description of improvements:

[Description of Work]

IFB: [BIDNUMBER]

JEA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that [CONTRACTOR NAME], hereinafter called "Principal", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety," are each held and firmly bound unto JEA of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "JEA" or "Owner," in the penal sum of [Contract amount in Words (Contract Amount in Figures)], in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal entered into a certain contract with JEA, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (JEA Contract Number [Contract Number]) (the "Contract") which is, by this reference, made a part hereof, as if fully set out herein, for accomplishing [Description of Work] under Bid numbered [BID NUMBER] of Specifications entitled "[Description of Work]" for JEA, in accordance with plans and specifications prepared by JEA.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the Said Principal:

- (1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that

are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

- (2) Defends, indemnifies and saves JEA harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided JEA has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provide there is no failure by JEA to pay the Principal as required by the Contract; and
- (3) Pays JEA all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that JEA sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

**PROVIDED**, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

**PROVIDED** further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with

the requirements of Section 266.06(2)(a), Florida Statutes.

**PROVIDED** further, an action exclusively for the recovery of retainage must be instituted against the principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the owner's final reconciliation of quantities, if no further payment is earned and due as a result of deductive adjustments) by the Principal or surety whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

**PROVIDED** further, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

**[CONTRACTOR NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title  
**AS PRINCIPAL**

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
By \_\_\_\_\_  
Its

**AS SURETY**  
Name of Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Note. Date of Bond Must Not Be Prior to Date of Contract**

**ATTACHMENT "J"**

**JEA FORM OF CONTRACT**

**CONTRACT No.**

**BETWEEN JEA AND**

\_\_\_\_\_ (Contractor)

**THIS CONTRACT**, is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between JEA, a body politic and corporate, in Duval County, Florida, (hereinafter sometimes called the "Owner" or "JEA"), and a company existing under the laws of Florida ("Company") with its principal office located at 21 West Church Street, Jacksonville, FL 32202.

**WITNESSETH**

That for the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That Contractor has been selected as the lowest responsive responsible bidder for providing the material and services for the construction of \_\_\_\_\_ (the "Work") and has been awarded this Contract for said Work.
2. The Contractor will, at its own cost and expense, do the Work required to be done and furnish the materials required to be furnished on said Work in accordance with JEA Solicitation Number \_\_\_\_\_ designated as \_\_\_\_\_. Such Work shall be done strictly in accordance with JEA's IFB as amended by addenda, this Contract, the advertisement calling for bids, all plans, specifications, blueprints, requirements of JEA, and award therefor, now on file in the Office of the Chief Purchasing Officer of JEA, (collectively, the "Contract Documents"), all of which are hereby specifically made a part hereof by reference to the same extent as if fully set out herein in the sum not to exceed (the "Maximum Indebtedness"), at and for the prices and on the terms contained in the Contract Documents and Exhibit A which is attached hereto and incorporated herein. To the extent that there are any conflicting provisions in the Contract Documents or any documents that are incorporated herein by reference, said provisions shall be



given effect in the following order: (1) Amendments to this Agreement; (2) this Agreement; (3) JEA issued Purchase Orders; (4) Solicitation \_\_\_\_\_. The parties agree that if any portion of the Contractor's Work is based upon unit pricing for labor and / or materials and the actual Work takes less units than bid by Contractor, then the Maximum Indebtedness will be reduced accordingly. The term of this Contract shall begin upon execution of this Contract and terminate upon completion of the Work.

3. On the faithful performance of this Contract by the Contractor, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract documents.
4. Pursuant to Florida law, Contractor shall provide to the Owner and record in the Official Records of Duval County the statutory payment bond and common law performance bonds required herein and attached hereto. Contractor will provide Owner with proof of compliance with the paragraph.
5. Prompt Payment to Subcontractors and Suppliers:
  - A. Generally, when the Contractor receives payment from JEA for labor, services or materials furnished by subcontractors and suppliers hired by the Contractor, the Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within ten (10) calendar days after Contractor's receipt of payment from JEA. Nothing herein shall prohibit the Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, the Contractor may withhold the disputed portion of any such payment only after the Contractor has provided notice to JEA and to the subcontractor and supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to JEA and the said subcontractor or supplier within ten (10) calendar days after the Contractor's receipt of

payment from JEA. The Contractor shall pay all undisputed amount due within the time frames specified in this section.

B. Jacksonville Small Emerging Business ("JSEB") and Small Business Enterprise ("SBE") Participation. Notwithstanding Chapter 126, Part 6, of the Jacksonville Ordinance Code (the "Code"), the Contractor shall pay all contracts awarded with certified JSEBs and SBEs, as defined therein, their pro-rata share of their earned portion of progress payments made by JEA under this Contract, within seven (7) business days after the Contractor's receipt of payment from JEA (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or SBE at the time of said payment. As a condition precedent to progress and final payments to the Contractor, the Contractor shall provide to JEA, with its requisition for payment, documentation that sufficiently demonstrates that the Contractor has made proper payments to its certified JSEBs and SBEs from all prior payments that the Contractor has received from JEA. The Contractor shall not unreasonably withhold payments to certified JSEBs or SBEs, if such payments have been made to the Contractor. If the Contractor withholds payments to its certified JSEBs or SBEs, which payment has been made by JEA to the Contractor, the Contractor shall return said payment to JEA. The Contractor shall provide notice to JEA and to the certified JSEB or SBE, whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to JEA and to the JSEB or SBE within five (5) calendar days after the Contractor's receipt of payment from JEA. The Contractor shall pay all undisputed amounts due within the time frames imposed by this section. The Failure to pay undisputed amounts to the SBDE or to the SBE within seven (7) business days shall be a breach of this Contract, compensable by one per-cent (1%) of the outstanding invoice being withheld by JEA, not as a penalty, but as liquidated damages to compensate JEA for additional and extra contract administration. Continued failure to adhere to this section may be cause for termination of this Contract.

C. **Third Party Liability.** The Prompt Payment requirements hereunder shall, in no way create any contractual relationship or obligation between JEA and any subcontractor, supplier, JSEB or SBE, or any third-party or create any JEA liability for the Contractor's failure to make timely payments required hereunder. However, the Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to JEA. As a result of such breach, JEA, without waiving any other available remedy it may have against the Contractor, may: (i) issue joint checks; and (ii) charge the Contractor two-tenths percent (0.2%) daily late payment interest charge or charges specified in Chapter 126, of the Code for JSEBs or SBE and Chapter 218, Florida Statutes, for non JSEBs or SBEs, whichever is greater.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Contract, in triplicate, the day and year first above written:

**ATTEST: JEA**

By: \_\_\_\_\_

Name

By: \_\_\_\_\_

John P. McCarthy  
Director, Procurement Services

**ATTEST:**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

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**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 2013.

For

**County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid**

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 \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2013, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL) \_\_\_\_\_

TITLE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

CITY STATE \_\_\_\_\_

WITNESS:

\_\_\_\_\_

SURETY: \_\_\_\_\_

CORPORATE SURETY \_\_\_\_\_

ATTORNEY-IN-FACT (AFFIX SEAL) \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

CITY STATE \_\_\_\_\_

NAME OF LOCAL INSURANCE AGENCY \_\_\_\_\_

END OF SECTION





## St. Johns County Board of County Commissioners

Purchasing Division

October 11, 2013

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** BID NO.: 13-25R CR 210 at I-95 Phase 2 Improvements - Rebid

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder shall ascertain before submitting a proposal that he/she has received all Addenda. *Please return a signed copy of this Addendum with Bid Proposal (1 original + 2 copies).*

ADDENDUM #1 SHALL BE INCORPORATED INTO THE AGREEMENT DOCUMENTS, PROPOSAL REQUIREMENTS, AGREEMENT FORMS, CONDITIONS OF THE AGREEMENT, AND TECHNICAL SPECIFICATIONS DATED SEPTEMBER 2013

Proposers on the Project are hereby notified that this Addendum shall be attached to and made a part of the above-named Proposal Documents and Specifications. These items shall have full force and effect as the Proposal Documents and Specifications and cost involved shall be included in the Proposal Contract Prices. Proposals to be submitted on the specified bid date shall conform with the additions/deletions/revisions listed herein.

### CONTRACT DRAWINGS

Each of the following changes is noted in the revision block at the lower left of the plan sheet, is numbered "1" corresponding to addendum 1 and is "clouded" within the drawing:

	<u>Sheet</u>	<u>Description</u>	<u>Change</u>
A.	1	Key Sheet	Index of Drawings will be corrected
B.	5	Typical Sections	Note at bottom right which began "Between Sta. 420+90 and ..." has been removed.
C.	6	Typical Sections	I-95 Southbound Exit Ramp: Changed "FC 5" to "FC 12.5".
D.	8	General Notes	Utility contacts were revised for Comcast and FPL
E.	8	General Notes	Note 38 corrected to reference St. Johns County Detail 201.
F.	23	Plan and Profile	Note at Station 420+60, right, which began "See special base requirement ..." has been removed.
G.	23	Plan and Profile	Shading which indicated "full depth construction" revised to exclude bridge and approach slabs. See Sheet B1-21 for

asphalt overlay of concrete approach slabs.

- H. 24 Plan and Profile Shading which indicated "full depth construction" revised to exclude bridge and approach slabs.
- I. 75 Sampson Creek Grading Detail Removed "1.5' thick below grade" from two "Rip Rap Ditch Lining" callouts
- J. B1-1 General Notes (bridge) Corrected Note 3 to specify NGVD 1929 datum, not NAVD 88. Revised bid item Note 2.
- K. B1-12 Superstructure Plan Revised quantity of Grooving (bridge deck)
- L. B1-21 Approach Slabs Revised Standard Index references and quantities for Class II Concrete and Grooving (approach slabs)

**SCHEDULE OF VALUES**

In the original advertisement, several contingency items did not have fixed quantities. All such items shall use the fixed quantities below. All contractors shall use these contingency quantities in preparing their bids.

<u>Item No.</u>	<u>FDOT Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>
21	120-1	Excavation and Removal of Contaminated Soils (contingency)	660	CY
191	N/A	16" Bell Restraint (water, contingency)	63	EA
192	N/A	16" Insert-A-Valve (contingency)	2	EA
193	N/A	16" Concrete Thrust Collar with Rods (water, contingency)	8	EA
198	N/A	Water Testing Allowance	\$10,000	LS
199	N/A	Supplemental Work Authorization (Water)	\$25,000	LS
200	N/A	A-3 Sand (Contingency)	50	CY
212	N/A	10" Bell Restraint (sewer, contingency)	35	EA
213	N/A	10" Concrete Thrust Collar with Rods (sewer, contingency)	12	EA
214	N/A	24" Bell Restraint (sewer, contingency)	2	EA
215	N/A	24" Concrete Thrust Collar with Rods (sewer, contingency)	2	EA
216	N/A	5000 Gallon Pump Truck (6 hours per conflict, contingency)	48	HR
217	N/A	Sewer Testing Allowance	\$10,000	LS
218	N/A	Supplemental Work Authorization (Sewer)	\$25,000	LS
291	N/A	16" Bell Restraint (water, contingency)	2	EA
292	N/A	16" Concrete Thrust Collar with Rods (water, contingency)	2	EA
296	N/A	10" Bell Restraint (sewer, contingency)	4	EA
297	N/A	10" Concrete Thrust Collar with Rods (sewer, contingency)	4	EA
298	N/A	5000 Gallon Pump Truck (6 hours per conflict, contingency)	12	HR

The following non-contingency item is hereby deleted from the Schedule of Values:

<u>Item No.</u>	<u>FDOT Pay Item</u>	<u>Description</u>	<u>Unit</u>
44	400-147	Composite Neoprene Pads (Base Bid A)	CY

The following non-contingency items are hereby added to the Schedule of Values:

<u>Item No.</u>	<u>FDOT Pay Item</u>	<u>Description</u>	<u>Unit</u>
44	400-7	Bridge Deck Grooving (Base Bid A)	SY
77	455-133-2	Steel Sheet Pile, Temporary (Base Bid A)	SF

210	N/A	10" Force Main Grout Filled	(Base Bid B)	LF
220	102-1	Maintenance of Traffic	(Bid Alternate 1A)	LS
245	339-1	Misc. Asph Pvt (Temp. Pav't)	(Bid Alternate 1A)	TN
250	425-11	Drainage Structure Modify Exist. (Conversion to Jct. Box)	(Bid Alternate 1A)	EA

The following non-contingency item descriptions are hereby corrected in the Schedule of Values:

<u>Item No.</u>	<u>FDOT Pay Item</u>	<u>Description</u>		<u>Unit</u>
32	334-1-23	SP-9.5 Asph Conc <u>Wearing</u> Course (PG 76-22) (1.5") (Traffic C) [Used to read "Friction" Course]	(Base Bid A)	SY
244	334-1-23	SP-9.5 Asph Conc <u>Wearing</u> (PG 76-22) (1.5") (Traffic C) [Used to read "Friction" Course]	(Bid Alternate 1A)	SY

An updated blank Excel spreadsheet of the Schedule of Values incorporating the above changes is hereby provided strictly as an aid to proposers. The proposer shall be responsible for ensuring that their submitted Schedule of Values matches the official PDF version posted with this addendum.

### **BID DOCUMENTS**

"Attachment K, Division / Scope Breakdown", is hereby added to the bid documents. Contractors shall include a completed Attachment K with their bid proposal along with all other required documents.

### **CONTRACTOR QUESTIONS**

- Q1. Is there a warranty period and what is it?
- A1. The warranty period is one year for the County and one year for JEA. See the Bid Documents Page 51, 1st paragraph for JEA and Page 77, paragraph 11.2 for the County.*
- Q2. Are there liquidated damages and what are they?
- A2. There are liquidated damages. See Pages 16 and 17 of the Bid Documents.*
- Q3. Can optional pipe materials be utilized on this project since it is funded by FDOT? FDOT requires optional pipe materials as long min/max cover requirements are met per Index 205?
- A3. The plans require Reinforced Concrete Pipe only. See Page 10, Pay Item Note 430-175-xxx "All pipe materials shall be reinforced concrete pipe (RCP) only. No optional pipe material shall be allowed." This policy has been re-confirmed with the County Engineer.*
- Q4. Regarding the pavement section at the bridge: Does the note at the bottom right hand side of plan sheet 5 regarding extra base material in the vicinity of the Sampson Creek Box Culvert apply?



- A4. *The note at the bottom right of plan sheet 5 which begins "Between Sta. 420+90 and ..." no longer applies and has been removed.*
- Q5. On plan sheet 23, just below the center line at station 420+60 there is a note regarding special base requirements per the Sampson Creek detail – no detail was found - does the note apply?
- A5. *This note no longer applies (related to the previous question) and has been removed.*
- Q6. Plan sheet 23 and 24 appear to show asphalt and base over the proposed bridge. Bid Item Note 2 on plan sheet B1-1 indicates that pay item 400-7 includes grooving on the approach slab and on the bridge deck. There is no pay item 400-7 on the schedule of values. Please clarify the pavement section at the bridge.
- A6. *Pay item 400-7 (Bridge Deck Grooving) has been added to the Schedule of Values under Base Bid A (county) as Item 44.*

*The asphalt and base will stop at the approach slabs. Per Index 20900 now referenced on Sheet B1-2, the approach slabs will be overlaid with 1.75" asphalt. Because friction course is not being used on the roadway pavement approaches to the bridge, Note 7 on Sheet 1 of Index 20900 is hereby replaced with the following: "Continue the asphalt pavement over the approach slab using 1.75" of SP 9.5."*

- Q7. Note 38 on plan sheet 8 indicates utility crossings shall be reconstructed in accordance with St. Johns County Detail 115A of the LDC. We were unable to locate detail 115A of the LDC. Does detail 201 of the St. Johns County Standards (attached) meet the intent of note 38? If not, please provide a copy of detail 115A.
- A7. *The referenced to Detail 115A (now outdated) has been updated to Detail 201.*
- Q8. Does pay item note 455-133-2 on plan sheet 10 apply? There is no pay item 455-133-2 on the schedule of values.
- A8. *The pay item note for 455-133-2 (temporary sheeting) does apply. This pay item has been added to the Schedule of Values under Base Bid A (county).*
- Q9. Please add pay item 102-1, Maintenance of Traffic, to the alternate.
- A9. *Pay item 102-1 added to Bid Alternate 1A (county).*
- Q10. Please add pay item 339-1, Miscellaneous Asphalt Pavement (2" thick, typ.) (Temp Pav't), to the alternate.
- A10. *Pay item 339-1 added to Bid Alternate 1A (county).*
- Q11. Please add pay item 425-11, Drainage Structure Modify Exist. (Conversion to Jct. Box), to the alternate.

*A11. Pay item 425-11 added to Bid Alternate 1A (county)*

Q12. Please add a pay item for 10" Force Main Grout Filled to the base bid.

*A12. Pay item for 10" Force Main Grout Filled added to Base Bid B (JEA).*

Q13. The JEA portion of the schedule of values has contingency items for bell restraints and thrust collars. If the plans call for the contractor to provide a bell restraint or a thrust collar, will the work be paid for under a contingency item?

*A13. Yes, these will be paid for as contingency items. The quantities for these items have now been pre-set in the Schedule of Values (see above) and the contractor will be paid for the actual numbers of each installed.*

**THE BID DUE DATE REMAINS October 23, 2013 by 2:00 P.M.**

Acknowledgment

Sincerely,

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

**Sharon L. Haluska**  
Contract Administrator  
Purchasing Department

\_\_\_\_\_  
Printed Name and Title

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

**END OF ADDENDUM #1**

User: Toney, Jaime      Organization: St. Johns County - Purchasing Department

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Document Title   Bid No: 13-25R Addendum #1 Plan Sheets

Reference Filename   1601863.PDF

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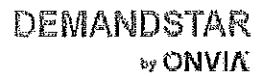
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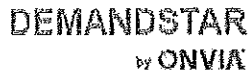
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Total uploaded by type   1

Addendums   1

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

PROJECT: COUNTY ROAD 210 AT INTERSTATE 95 -- PHASE 2 IMPROVEMENTS RE-BID

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

DATE SUBMITTED: October 23, 2013

**BID PROPOSAL OF**

Petticoat-Schmitt Civil Contractors Inc.

FULL LEGAL COMPANY NAME

6380 Phillips Hwy, Jacksonville, FL 32216

904-751-0888

Address

Telephone No.

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 **County Road 210 at Interstate 95 -- Phase 2 Improvements Re-Bid**, 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:

**BASE BID "A" (County):** County Road 210 at Interstate 95 -- Phase 2 Improvements Re-Bid as per plans and specifications.

\$ 8,514,408.79  
Total Lump Sum Price (Numerical)

Eight million five hundred fourteen thousand four hundred eight dollars and 79/100 /100 Dollars  
(Amount written or typed in words)

**BASE BID "B" (JEA):** Construction of all water and sewer relocations, improvements and related miscellaneous utility work as shown in the project plans and specifications.

\$ 504,580.50  
Total Lump Sum Price (Numerical)

Five hundred four thousand five hundred eighty dollars and 50/100 /100 Dollars  
(Amount written or typed in words)

**TOTAL LUMP SUM BID: Base Bid "A" + Base Bid "B" = Total Lump Sum**

\$ 9,018,989.29  
Total Lump Sum Price (Numerical)

Nine million eighteen thousand nine hundred eighty-nine dollars and 29/100 \_\_\_\_\_/100 Dollars  
(Amount written or typed in words) dollars and 29/100

**ALTERNATE BID "1-A" (County): CR210 Improvements West of Leo Maguire Parkway as per plans and specifications.**

\$ 892,642.71  
Total Lump Sum Price (Numerical)

Eight hundred ninety-two thousand six hundred forty-two dollars and 71/100 \_\_\_\_\_/100 Dollars  
(Amount written or typed in words)

**ALTERNATE BID "1-B" (JEA): Construction of all water and sewer relocations, improvements and related miscellaneous utility work West of Leo Maguire Parkway as shown in the project plans and specifications.**

\$ 69,143.00  
Total Lump Sum Price (Numerical)

Sixty-nine thousand one hundred forty-three dollars and 00/100 \_\_\_\_\_/100 Dollars  
(Amount written or typed in words)

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's correct bid. Bid award shall be based upon Base Bid "A" (County) + Base Bid "B" (JEA) = Total Lump Sum Bid. The Total Base Bid "A" and the Base Bid "B" shall be equal to the values shown on Attachment "F"- Schedule of Values pages 37 and 39.

Time of Substantial Completion shall be 365 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: 10/11/13

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the 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 Engineer, 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 within Three Hundred Sixty Five (365) 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 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 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**

Full Legal Company Name: Petticoat-Schmitt Civil Contractors Inc. (Seal)

By: [Signature] Ryan Schmitt, President  
(Name & Title typed or printed)

By: [Signature] Clyde Cross, Vice President  
(Name & Title typed or printed)

Address: 6380 Phillips Hwy, Jacksonville, FL 32216

Telephone No.: (904) 751-0888 Fax No.: (904) 751-0988

Email Address for Authorized Company Representative: RSchmitt@petticoatschmitt.com

Federal I.D. Tax Number: 26-1293750 DUNS #: 80-997-3196

INDIVIDUAL

NOT APPLICABLE

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

Address:

Telephone No.: ( ) Fax No.:

Email Address:

Federal I.D. Tax Number:

- Bid Proposal Attachments: "A" - Affidavit "B" - List of Proposed Subcontractors/Major Material Suppliers "C" - Certificate as to Corporate Principal "D" - Certificate of Compliance with Florida Trench Safety Act "E" - License/Certification List "F" - Schedule of Values "G" - Anticipated DBE Participation Statement "H" - JEA Performance Bond \*deleted as bid package attachment at pre-bid "I" - JEA Payment Bond \*deleted as bid package attachment at pre-bid "J" - JEA Form of Contract \*deleted as bid package attachment at pre-bid "K" - Potential Contamination Cleanup \*Revised per addn 1 "Division/Scope Bid Bond Breakdown" Fully Acknowledged Addenda Applicable to this bid

Attachments "A" - "K" inclusive 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.

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 Ryan Schmitt who being duly sworn, deposes and says he is President (Title) of the firm of Petticoat-Schmitt Civil Contractors Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 13-25R County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in  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.

Petticoat-Schmitt Civil Contractors Inc.

(Bidder)

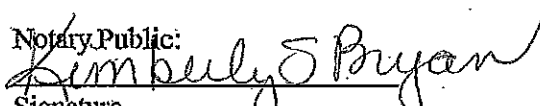
By: 

Ryan Schmitt, President

(Title)

Sworn and subscribed to me this 23 day of October, 20 13.

Notary Public:

  
Signature

Kimberly S Bryan

Printed

My commission Expires: 01/29/14

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

KIMBERLY S. BRYAN  
Notary Public, State of Florida  
My comm. exp. Jan 29, 2014  
Comm. No. DD 948663

**COUNTY ROAD 210 AT INTERSTATE 95 – PHASE 2 IMPROVEMENTS RE-BID**

**ATTACHMENT "B"**

**LIST OF SUBCONTRACTORS/MAJOR MATERIAL SUPPLIERS**

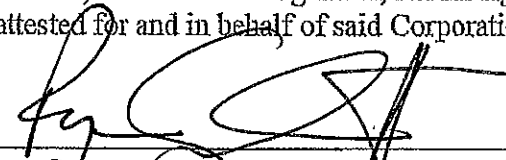
All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers/suppliers of materials and/or equipment that are proposed to be utilized by the Bidder in the performance of this work for **BOTH the County and JEA portions of the project**. If no Subcontractors or major material/equipment suppliers are required, so state there on.

<u>DIVISION OF WORK or DESCRIPTION OF MATERIAL/EQUIPMENT</u>	<u>NAME OF SUBCONTRACTOR &amp;/OR MATERIAL/EQUIPMENT SUPPLIER</u>	<u>COUNTY OR JEA</u>
Stormwater Pumps	Flygt	County
Asphalt Paving	Duval Asphalt	County
Concrete	Curb Systems of NE FL, Inc.	County
Bridge	Superior Construction	County
Handrail/Guardrail/Overhead sign	Safety Contractors Inc.	County
Striping	Rose Services	County
Electrical/Signalization	Miller Electric Co	County
PVC, Hydrants, Valves, Fittings	Fortiline Waterworks	JEA
Pond Cut off Wall	RH Moore	County
Precast	Mack Concrete	County/JEA
RCP	Rinker Materials	County

ATTACHMENT "C"

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Ryan Schmitt, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Ryan Schmitt 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)

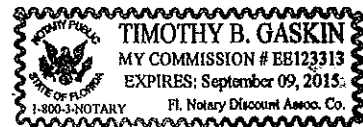
Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Sarah Ann Lambert to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Western Surety Company and that he has been authorized by Western Surety Company to execute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

Subscribed and sworn to me this 23rd day of October, 2013, A.D.

NOTARY PUBLIC  
State of Florida-at-large



My Commission Expires:



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

ATTACHMENT "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: Ryan Schmitt, President

Petticoat-Schmitt Civil Contractors Inc.

Bidder

Authorized Signature

October 23, 2013

Date



**ATTACHMENT "E"**

*License/Certification List*

In the space below, the Bidder shall list all **current** licenses and certifications held to provide evidence of qualifications as stated in the Bid Documents (page 13) for the Prime Bidder and all proposed subcontractors for **BOTH** the County portion and the JEA portion of the work.

*The bidder shall attach a copy of each current license or certification listed below to this form including State of Florida business license, Department of Professional Regulation license(s) and FDOT Pre-Qualification letters.*

License Name	License #	Issuing Agency	Expiration Date
Underground Uti & Exc	CUC057440	State of FL, DBPR	August 31, 2014
General Contractor	CGC057651	State of FL, DBPR	August 31, 2014
Class V Fire Protection	97357000012007	State of FL, Fire Marshall	June 30, 2014
Utility Manager	UM 102311	State of GA, Secy of State	April 30, 2015
Utility Contractor	UC 301936	State of GA, Secy of State	April 30, 2015
Prime- FDOT Flexible paving	pre-qualified	State of FL, Dept of Transport.	June 30, 2014
Sub - Traffic Signal	pre-qualified	State of FL, Dept of Transport.	March 30, 2014
Sub - Minor Bridge	pre-qualified	State of FL, Dept of Transport.	June 30, 2014

\*\*SEE BELOW FOR ADDL\*\*

**NOTE: As stated on page 13 of the bid documents --**

**County Contractor Qualifications:** Prime bidders must be fully licensed to do business in the State of Florida. The prime or subcontractor performing the work shall be currently pre-qualified with the Florida Department of Transportation for flexible paving, traffic signal and minor bridge construction and have successfully constructed as a prime or subcontractor at least three (3) projects of the type, size, and contract value of this bid. Prime Bidders shall have been in business under the bidding firm's name for a minimum of seven (7) years. Prime Bidder shall perform 50% of this project with their own forces.

**Contamination Contractor:** The prime contractor (or a subcontractor responsible for contamination remediation) shall be qualified under the Florida Department of Environmental Protection's (FDEP) Bureau of Petroleum Storage Systems' "Storage Tank / Contamination Contractor" requirements and be on FDEP's list of such contractors at the time the bid is submitted. The qualified contractor's list may be found at: [http://11hora6.dep.state.fl.us/www\\_stcm/reports/pet\\_contractor\\_R.asp](http://11hora6.dep.state.fl.us/www_stcm/reports/pet_contractor_R.asp). Proof of this qualification shall be included with Attachment E.

**JEA Contractor Qualifications:** Bidder or subcontractor of same shall hold a current State of Florida Certified Underground Utility Contractor's license and be on JEA's approved contractor list. Prime bidders shall complete Attachment "E" - License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal. FDOT letter of pre-qualification shall be shown on the list above AND a copy of the FDOT letter attached to this form.

Sub - Storage Tank/Contamination Contractor, Empire Environmental Svs Inc., State of FL, Dept of Environ. Protection

Sub - Electrical/Traffic Signals, Miller Electric, EC0003112, State of FL, DBPR, August 31, 2014

Sub - Bridge, Superior Construction Co., CGC1507474, State of FL, DBPR, August 31, 2014



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

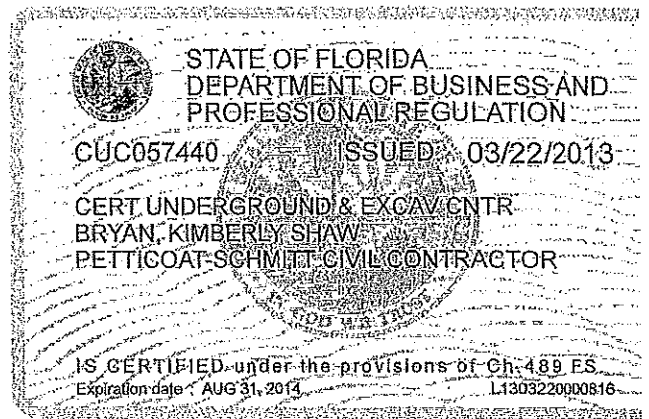
(850) 487-1395

BRYAN, KIMBERLY SHAW  
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC  
6380 PHILIPS HWY  
JACKSONVILLE FL 32216

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to [www.VivaFlorida.org](http://www.VivaFlorida.org).

DETACH HERE

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

LICENSE NUMBER

CUC057440

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2014



BRYAN, KIMBERLY SHAW  
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC  
6380 PHILIPS HWY  
JACKSONVILLE FL 32216



RICK SCOTT  
GOVERNOR

ISSUED: 03/22/2013 SEQ # L1303220000816  
DISPI AY AS RFOI IREFO BY: I AW

KEN LAWSON  
SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

RECEIVED
AUG 01 2012

SCHMITT, RYAN MATTHEW
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC
11025 BLASIVUS ROAD
JACKSONVILLE FL 32226

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Official license stamp for Ryan Matthew Schmitt, Certified General Contractor, AC# E 6224044, license number CGC057651, expires 07/24/12.

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK, PATENTED PAPER

AC# 6224044

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12072401168

Table with columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 07/24/2012, 128016332, CGC057651

The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS Expiration date: AUG 31, 2014

SCHMITT, RYAN MATTHEW
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC
11025 BLASIVUS ROAD
JACKSONVILLE FL 32226

RICK SCOTT GOVERNOR

KEN LAWSON SECRETARY

DISPLAY AS REQUIRED BY LAW





# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

CORPORATIONS • ELECTIONS • LICENSING • SECURITIES • ARCHIVES

### Licensee Information

Name: Kimberly Shaw Bryan  
Owner/Manager Name:  
Address: 6380 Phillips Highway  
Jacksonville FL 32216

### Primary Source License Information

Profession: Utility License No: UM102311 License Status: Active  
License Type: Utility Manager Obtained By Examination From State/Prov:  
Method:  
Issue Date: 6/18/2008 Expiration Date: 4/30/2015 Last Renewal Date:

### Discipline Information

No Discipline Information

No scanned public board order documents exist.

### Associated Licenses

Relationship: Supervisor  
Prerequisite Licensee: Kimberly Shaw Bryan Prerequisite License: UM102311  
Association Date: 1/2/2008 Expiration Date:  
Dependent Licensee: Petticoat-Schmitt Civil Contractors Inc Dependent License: UC301936  
Dependent Status: Active

You may close this window to return to your search results

Data current as of: April 3, 2013 7:57:31

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# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

CORPORATIONS • ELECTIONS • LICENSING • SECURITIES • ARCHIVES

### Licensee Information

**Name:** Petticoat-Schmitt Civil Contractors Inc  
**Owner/Manager Name:** Ryan M Schmitt, president  
**Address:** 6380 Phillips Highway  
 Jacksonville FL 32216

### Primary Source License Information

**Profession:** Utility      **License No:** UC301936      **License Status:** Active  
**License Type:** Utility Contractor      **Obtained By Method:** Application      **From State/Prov:**  
**Issue Date:** 8/15/2008      **Expiration Date:** 4/30/2015      **Last Renewal Date:**

### Discipline Information

No Discipline Information  
 No scanned public board order documents exist.

### Associated Licenses

**Relationship:** Supervisor  
**Prerequisite Licensee:** Kimberly Shaw Bryan      **Prerequisite License:** UM102311  
**Association Date:** 1/2/2008      **Expiration Date:**  
**Dependent Licensee:** Petticoat-Schmitt Civil Contractors Inc      **Dependent License:** UC301936  
**Dependent Status:** Active

You may close this window to return to your search results  
 Data current as of: April 3, 2013 7:57:46

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SEP 23 2013



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

September 19, 2013

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.  
6380 PHILIPS HWY  
JACKSONVILLE FL 32216

\*REVISED\*

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2014. However, the new application is due 4/30/2014.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited \_\_\_\_\_ Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:  
<https://www3.dot.state.fl.us/ContractorPreQualification/>

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

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

UNDERGROUND UTILITIES, WATER & SEWER, AND SIDEWALK


PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

September 19, 2013

Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

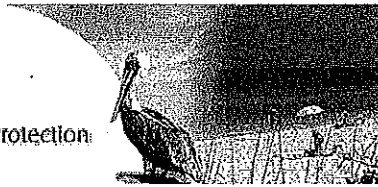
Juanita Moore, Manager  
Contracts Administration Office

JM:cj





**Florida**  
Department of Environmental Protection



Florida Department of Environmental Protection  
Bureau of Petroleum Storage Systems

Storage Tank/Contamination Contractor Company Information  
Data Create-Date: 10/23/2013  
Report Run-Date: 10/23/2013

You selected the following criteria:

- Zip Code =
- Contractor ID =
- Company Name =
- Qualified for Work =
- Sort By = Contractor ID

Number of Records Retrieved: 1,298

Contractor ID	Company Name	FEID	Qualified for Work	Address Type
00000	Null		No	
00001	A2I Technologies, Inc. 10220 Harney Road Ne Thonotosassa, FL 33592- FAX: (813)248-8656 Phone: (813)248-8558 Phone Extension: 305	65-0343690	Yes	Qualified Contractor Mailing List Address
00002	002		No	
00003	Ab2mt Consultants, Inc.	59-1699195	No	
00004	Abb Environmental Services, Inc.	06-1190430	No	
00005	Anderson Columbia Environmental Constructors, Inc.	59-3563450	No	
00006	American Compliance Technologies, Inc. 1875 West Main Street Bartow, FL 33830- FAX: (863)533-1991 Phone: (863)533-2000 Phone Extension: 245	59-2855464	Yes	Qualified Contractor Mailing List Address
00006	American Compliance Technologies, Inc. 7502 Plantation Bay Drive Jacksonville, FL 32244- FAX: (904)908-7900 Phone: (904)778-5800 Phone Extension:	59-2855464	Yes	Branch Office
00006	American Compliance Technologies, Inc. 3681 West Oakland Park Blvd Lauderdale Lakes, FL 33311- FAX: (954)583-9347 Phone: (954)484-6789 Phone Extension:	59-2855464	Yes	Branch Office
00006	American Compliance Technologies, Inc. 3618 Nw 97th Blvd Gainesville, FL 32606- FAX: (352)331-1900 Phone: (352)331-2400 Phone Extension:	59-2855464	Yes	Branch Office
00006	American Compliance Technologies, Inc.	59-2855464	Yes	Branch Office

FAX: (813)238-0036  
 Phone: (813)237-3781  
 Phone Extension:

00084	Evans Environmental & Geological Science & Management, Llc  5751 Miami Lakes Drive East Miami Lakes, FL 33014- FAX: (305)374-9004 Phone: (305)374-8300 Phone Extension:	65-1142313	Yes	Qualified Contractor Mailing List Address
00084	Evans Environmental & Geological Science & Management, Llc 406 North Reo Street, Suite 139 Tampa, FL 33609- FAX: (813)287-8545 Phone: (813)287-1005 Phone Extension:	65-1142313	Yes	Branch Office
00085	Environmental Equations, Inc.		No	
00086	Environmental Engineering & Laboratories		No	
00087	Enviro Engineering Corporation		No	
00088	Environmental Engineering Service Group, Inc.		No	
00089	Environmental Geoscience & Engineering, Inc.	59-3079955	No	
00090	Environmental & Geotechnical Specialists, Inc.		No	
00091	Enviro-Haz		No	
00092	Envirofact, Inc.		No	
00093	Enviro-Logical Solutions, Inc.	59-3102884	No	
00094	Emcon, Inc.	94-1738964	No	
00095	Emple Environmental Services, Inc.  2935 Se Gran Park Way Stuart, FL 34997- FAX: (772)220-6619 Phone: (772)287-0529 Phone Extension:	59-2980909	Yes	Qualified Contractor Mailing List Address
00096	Ems Environmental, Inc.	59-2348963	No	
00097	Envirx Ltd.		No	
00098	Use Id # 1016 - Environmental Property Audits, In		No	
00099	Environmental Property Assessment, Inc.		No	
00100	Environmental Petroleum & Remediation Services		No	
00101	Environmental Protection Systems		No	
00102	Environmental Quality Laboratory, Inc.		No	
00103	Earth Resources Corporation		No	
00104	Environmental Resources Management Southeast, Inc. Frm Erm-  10210 Highland Manor Drive, Ste. 140 Tampa, FL 33610- FAX: (888)831-1641 Phone: (813)357-3888 Phone Extension:	62-1130061	Yes	Qualified Contractor Mailing List Address
00104	Environmental Resources Management Southeast, Inc. Frm Erm- 5805 Blue Lagoon Drive, Suite 350	62-1130061	Yes	Branch Office



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

January 17, 2013

MILLER ELECTRIC COMPANY  
BOX 1799  
JACKSONVILLE FL 32201-1799

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2014. However, the new application is due 1/31/2014.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on  X Audited  Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

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

**FDOT APPROVED WORK CLASSES:**

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, TRAFFIC SIGNAL

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

MICROWAVE COMMUNICATIONS SYSTEM.

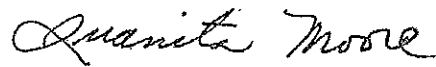
MILLER ELECTRIC COMPANY

January 17, 2013

Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager  
Contracts Administration Office

JM:cj



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

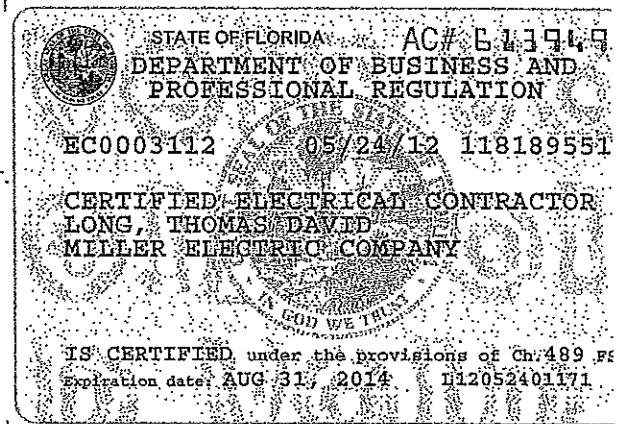
(850) 487-1395

LONG, THOMAS DAVID  
MILLER ELECTRIC COMPANY  
4156 RAINTREE DRIVE  
MACCLENNY FL 32063

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AC# 6139497

STATE OF FLORIDA

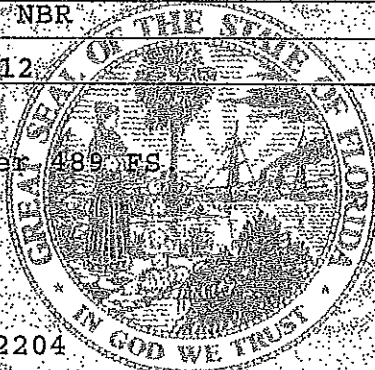
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12052401171

DATE	BATCH NUMBER	LICENSE NBR
05/24/2012	118189551	EC0003112

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489, FS.  
Expiration date: AUG 31, 2014

LONG, THOMAS DAVID  
MILLER ELECTRIC COMPANY  
2251 ROSSELLE STREET  
JACKSONVILLE FL 32204



RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

May 20, 2013

SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC  
7072 BUSINESS PARK BLVD  
JACKSONVILLE FL 32256

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2014. However, the new application is due 4/30/2014.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

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<https://www3.dot.state.fl.us/ContractorPreQualification/>

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

#### FDOT APPROVED WORK CLASSES:

BASCULE BRIDGE REHABILITATION, BRIDGE DECK OVERLAYS, DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, R&R MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, R&R MINOR BRIDGES

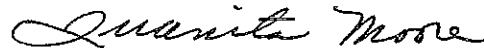
#### FDOT APPROVED SPECIALITY CLASSES OF WORK:

SOUNDWALL, WATER & SEWER PLANTS, UNDERGROUND UTILITIES, RE WALL, FENDER SYSTEMS AND POST-TENSIONING.

SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC  
May 20, 2013  
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager  
Contracts Administration Office

JM:cj



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

LONG, CURTIS EARL
SUPERIOR CONSTRUCTION COMPANY
7072 BUSINESS PARK BLVD
JACKSONVILLE FL 32256

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

STATE OF FLORIDA AC# 6158987
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC1507474 06/11/12 118201566
CERTIFIED GENERAL CONTRACTOR
LONG, CURTIS EARL
SUPERIOR CONSTRUCTION COMPANY
IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2014 L12061100900

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AC# 6158987

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12061100900

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/11/2012, 118201566, CGC1507474

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489, FS.
Expiration date: AUG 31, 2014

LONG, CURTIS EARL
SUPERIOR CONSTRUCTION COMPANY
7072 BUSINESS PARK BLVD
JACKSONVILLE FL 32256

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY



ATTACHMENT "F"

SCHEDULE OF VALUES

(Revised October 11, 2013)

**\*\*SEE ATTACHED SPREADSHEET PRINTOUT\*\***

\* See attached \*

**County Road 210 at Interstate 95 Phase 2 Improvements – Rebid 13-25R**  
**Schedule of Values**  
**Revised October 11, 2013**

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
----------	-----------------	----------------------	--------------------	-------	------------	-------------

**Schedule of Values – Base Bid "A"**

**General Conditions**

1	101-1	Mobilization (Includes survey, asbuilts, testing, maintaining erosion control, site preparation, and removals, etc.)		LS		
---	-------	--	--	----	--	--

**Maintenance of Traffic**

2	102-1	Maintenance of Traffic		DA		
3	102-14	Traffic Control Officer		MH		
4	102-60	Work Zone Signs		ED		
5	102-61	Business Sign		EA		
6	102-71-11	Barrier Wall (Temporary) (F&I) (Concrete)		LF		
7	102-71-21	Barrier Wall (Temporary) (Relocate)		LF		
8	102-74-1	Barricade (Temporary) (Types I,II,VP & Drum)		ED		
9	102-77	High Intensity Flashing Lights (Temp - Type B)		ED		
10	102-78	Temporary RPM's		EA		
11	102-79	Lights (Temp-Barr. Wall Mount) (Type C Steady Burn)		ED		
12	102-89-7	Crash Cushion (Redirective)		LO		
13	102-104	Temporary Signallization and Maintenance of Intersection		ED		

**Erosion Control**

14	104-10-3	Sediment Barrier		LF		
15	104-12	Staked Turbidity Barrier – Nylon Reinforced PVC		LF		
16	104-18	Inlet Protection System		EA		

**Clearing & Grubbing**

17	110-1-1	Clearing and Grubbing		AC		
18	110-3	Removal of Existing Structure (Sampson Creek Box Culvert)		SF		
19	110-4	Concrete Pavement, Removal of Existing		SY		

**County Road 210 at Interstate 95 Phase 2 Improvements – Rebid 13-25R**

**Schedule of Values  
Revised October 11, 2013**

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
----------	-----------------	----------------------	--------------------	-------	------------	-------------

**Earthwork**

20	120-1	Regular Excavation		CY		
21	120-1	Excavation and Removal of Contaminated Soils (Contingency)	660	CY		
22	120-1	Dewater Existing Pond		LS		
23	120-6	Embankment		CY		

**Pavement**

24	160-4	12" Type B Stabilization		SY		
25	285-701	Optional Base Group 01 (4" graded aggregate) (Wilson Driveway)		SY		
26	285-704	Optional Base Group 04 (6" lime rock) (Temp. Pav't)		SY		
27	285-711	Optional Base Group 11 (12" lime rock)		SY		
28	285-711	Optional Base Group 11 (14.5" crushcrete)		SY		
29	285-711	Optional Base Group 11 (7" Type B-12.5)		SY		
30	327-70-6	Milling Existing Asphalt Pavement (1.5" Avg. Depth)		SY		
31	334-1-13	SP 12.5 Structural Asphalt Course (Traffic C) (3")		TN		
32	334-1-23	SP-9.5 Asph Conc Wearing Course (PG 76-22) (1.5") (Traffic C)		TN		
33	337-7-43	FC-12.5 Asph Conc Friction Course (PG 76-22) (1.5") (Traffic C) (Southbound exit ramp)		TN		
34	339-1	Miscellaneous Asphalt Pavement (2" thick, typ.) (Temp. Pav't)		TN		
35	339-1	Miscellaneous Asphalt Pavement (2" thick, typ.) (Guardrail)		TN		

**Storm Drainage**

36	400-1-2	Concrete Class I (Endwalls)		CY		
37	400-0-11	Concrete Class NS (Gravity Wall) (used for MES Slabs)		CY		
38	400-2-4	Class II Concrete (Superstructure) (Bridge Deck)		CY		
39	400-2-41	Class II Concrete (Superstructure) (Bridge Deck) (Overlay)		CY		
40	400-2-10	Class II Concrete (Approach Slabs)		CY		
41	400-4-5	Class IV Concrete (Substructure)		CY		
42	400-4-8	Concrete Class IV (Bulkhead) Pile Cap at Kangaroo Pond		CY		
43	400-4-8	Concrete Class IV (Bulkhead) Collars at Kangaroo Pond		CY		

**County Road 210 at Interstate 95 Phase 2 Improvements -- Rebid 13-25R**  
**Schedule of Values**  
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Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
44	400-7	Bridge Deck Grooving		SY		
45	415-1-4	Reinforcing Steel (Superstructure)		LB		
46	415-1-5	Reinforcing Steel (Substructure)		LB		
47	415-1-9	Reinforcing Steel (Approach Slabs)		LB		
48	425-1-331	Type 3 Curb Inlet (P-3) < 10'		EA		
49	425-1-341	Type 4 Curb Inlet (P-4) < 10'		EA		
50	425-1-361	Type 6 Curb Inlet (P-6) < 10'		EA		
51	425-1-431	Type 3 Curb Inlet (J-3) < 10'		EA		
52	425-1-432	Type 3 Curb Inlet (J-3) > 10'		EA		
53	425-1-441	Type 4 Curb Inlet (J-4) < 10'		EA		
54	425-1-551	Type E Inlet (Modified) (F&I) (<= 10')		EA		
55	425-2-61	Manhole (P-8) < 10'		EA		
56	425-2-91	Manhole (J-8) < 10'		EA		
57	425-2-92	Manhole (J-8) > 10'		EA		
58	425-11	Drainage Structure Modify Exist. (Conversion to Jct Box)		EA		
59	425-11	Drainage Structure Modify Exist. (SJG&CC Pond Weir)		EA		
60	430-175-115	15" Pipe Culvert RCP		LF		
61	430-175-118	18" Pipe Culvert RCP		LF		
62	430-175-124	24" Pipe Culvert RCP		LF		
63	430-175-130	30" Pipe Culvert RCP		LF		
64	430-175-136	36" Pipe Culvert RCP		LF		
65	430-175-142	42" Pipe Culvert RCP		LF		
66	430-175-154	54" Pipe Culvert RCP		LF		
67	430-982-129	24" Mitered End Section		EA		
68	430-982-133	30" Mitered End Section		EA		
69	430-982-138	36" Mitered End Section		EA		
70	430-982-142	54" Mitered End Section		EA		
71	436-1-1	Trench Drain (standard)		LF		
72	440-1-20	Type 2 Underdrain		LF		
73	450-3-15	Prestressed Slab Units (15"X48")		LF		
74	450-3-25	Prestressed Slab Units (15"X60")		LF		
75	455-18	Protection of Existing Structures		LS		
76	455-34-5	Prestressed Concrete Piling (24" Sq.)		LF		
77	455-133-2	Steel Sheet Piling, Temporary		SF		
78	455-133-3	Steel Sheet Pile Wall at Kangaroo Pond		SF		
79	455-143-5	Test Piles (Prestressed Concrete) (24" Sq.)		LF		
80	458-1-11	Bridge Deck Expansion Joint (Poured Jt. With Backer Rod)		LF		
81	460-70-1	Aluminum Bullet Railings (Single Rail)		LF		
82	514-71-1	Filter Fabric, Plastic (Subsurface)		SY		
83	514-72	SJG&CC Pond 30-Mil PVC Cut-Off Wall (13.5' Deep Avg.)		SY		
84	N/A	18" HDPE Pipe		LF		
85	N/A	24" HDPE Pipe		LF		
86	N/A	18" x 24" HDPE Pipe Enlarger		EA		
87	N/A	Storm Pump (F&I) (Flyght NP 3202.180 or Equal)		EA		
88	N/A	Drawdown Pump (F&I) (Flyght cp 3085.183 or Equal)		EA		
89	N/A	Storm Pump Station Wetwell and Controls		EA		

**Concrete**

90	520-1-7	Curb & Gutter Concrete (Type E)		LF		
91	520-1-10	Curb & Gutter Concrete (Type F)		LF		
92	520-2-4	Concrete Curb (Type D)		LF		
93	520-3	Valley Gutter - Concrete		LF		
94	520-70	Concrete Traffic Separator (Type 1, Option 2, Variable Width)		SY		
95	521-5-4	Concrete Traffic Railing (Bridge) (32") (Vertical)		LF		
96	522-1	Concrete Sidewalk (4" Thick)		SY		
97	522-2	Concrete Sidewalk (6" Thick) (across driveways)		SY		
98	751-11-1	Removal and Replacement of Architectural Stone Veneer		SF		

**Metal & Grassing**

99	515-2-311	Pedestrian / Bicycle Railing (42" Type 1, Alum., Picket Railing)		LF		
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**County Road 210 at Interstate 95 Phase 2 Improvements – Rebid 13-25R**  
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Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
100	526-1-1	Pavers, Architectural		SF		
101	530-3-3	Rubble Rip Rap (Bank and Shore)		TN		
102	530-74	Bedding Stone		TN		
103	536-1-1	Guardrail-Roadway		LF		
104	536-73	Guardrail Removal		LF		
105	536-85-22	Guardrail End Anchorage Assembly- Flared		EA		
106	536-85-25	Guardrail End Anchorage Assembly- Type II		EA		
107	550-10-228	Fencing (Type B) (Reset Existing)		LF		
108	570-1-2	Performance Turf – Sod		SY		
109	580-1-1	Landscape Complete		LS		
110	590-70	Irrigation System		LS		

**Signalization**

111	630-1-12	Conduit (F & I, Underground)		LF		
112	630-1-14	Conduit (F & I, Underground – Jacketed)		LF		
113	632-7-1	Cable (Signal) (F&I)		PI		
114	635-1-11	Pull & Junction Boxes (Pull Box) (F&I)		EA		
115	639-1-12	Electrical Power Service (Overhead) (Purchase From Power Company by the Contractor)		AS		
116	639-2-1	Electrical Service Wire (F&I)		LF		
117	641-2-12	Prestressed Concrete Pole (Type P-II)		EA		
118	646-1-11	Aluminum Signal Pole (F & I)		EA		
119	646-1-41	Aluminum Signal Pole (Relocate)		EA		
120	649-31-202	Mast Arm Assembly (F&I, Single Arm w/o luminare, 46.0')		EA		
121	649-31-204	Mast Arm Assembly (F&I, Single Arm w/o luminare, 70.5')		EA		
122	649-31-219	Mast Arm Assembly (F&I, Double Arm w/o luminare, 70.5' -70.5')		EA		
123	650-1-311	Traffic Signal, (F&I) (3 Section) (1 direction)		AS		
124	650-54	Traffic Signal (Relocate)		AS		
125	653-191	Pedestrian Signals (F&I), Led, Countdown, 1-Way		AS		

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Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
126	653-192	Pedestrian Signals (F&I), Led, Countdown, 2-Way		AS		
127	653-400	Pedestrian Signals (Relocate)		AS		
128	663-74-11	Vehicle Detector (Optical)		EA		
129	665-11	Pedestrian Detector (F&I)		EA		
130	665-40	Pedestrian Detector (Relocate)		EA		
131	670-5-130	Actuated Solid State Controller Assembly (F & I)		AS		
132	690-10	Traffic Signal Assembly (Removal)		EA		
133	690-20	Signal Pedestrian Assembly (Removal)		EA		
134	690-32-1	Pole Removal (Shallow) (Direct Burial)		EA		
135	690-50	Controller Assembly Remove (Complete)		EA		
136	690-70	Detector Pedestrian Assembly Removal		EA		
137	690-90	Conduit and Cable Removal		PI		
138	690-100	Signal Equipment, Misc. Removal		PI		

**Signage**

139	700-20-11	Single Post Sign (Less than 12)		AS		
140	700-20-12	Single Post Sign (12 SF to 20 SF)		AS		
141	700-20-40	Single Post Sign (Relocate)		AS		
142	700-20-60	Single Post Sign (Remove)		AS		
143	700-21-60	Multi-Post Sign (Remove)		AS		
144	700-23-113	Overhead Truss Cantilever Sign (<30') (201-300 SF)		AS		
145	700-48-18	Sign Panel (F & I) (15 SF or Less)		EA		
146	700-48-38	Sign Panel (Overlay) (15 SF or Less)		EA		
147	700-48-48	Sign Panel (Relocate) (15 SF or Less)		EA		
148	700-48-60	Sign Panel (Remove)		EA		
149	705-11-3	Delineator (Flexible, High Visibility Median)		EA		
150	706-3	Retro-Reflective Pavement Marker				
		Bi-Directional Colorless / Red		EA		
		Bi-Directional Amber / Amber		EA		

**Striping**

151	710-11-111	Solid Traffic Stripe (Paint) (White) (6")		NM		
152	710-11-122	Solid Traffic Stripe (Paint) (White) (8")		LF		
153	710-11-123	Solid Traffic Stripe (Paint) (White) (12")		LF		
154	710-11-124	Solid Traffic Stripe (Paint) (White) (18")		LF		
155	710-11-125	Solid Traffic Stripe (Paint) (White) (24")		LF		
156	710-11-131	Skip Traffic Stripe (Paint) (White) (6") (10'-30')		GM		
157	710-11-151	Gulde Lines, Paint (Paint) (Dotted) (White) (2-4')		LF		
158	710-11-160	Pavement Message (Paint)		EA		
159	710-11-170	Directional Arrows (Paint)				
		Left Turn Arrow (Paint)		EA		
		Right Turn Arrow (Paint)		EA		
		Through/ Left Arrow (Incl. Through & Through/Left) (Paint)		EA		
160	710-11-180	Yield Line (Paint) (White)		LF		
161	710-11-190	Island Nose (Paint) (White)		SF		

**County Road 210 at Interstate 95 Phase 2 Improvements – Rebid 13-25R**  
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Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
162	710-11-211	Solid Traffic Stripe (Paint) (Yellow) (6")		NM		
163	710-11-222	Solid Traffic Stripe (Paint) (Yellow) (8")		LF		
164	710-11-224	Solid Traffic Stripe (Paint) (Yellow) (18")		LF		
165	710-11-251	Skip Traffic Stripe (Paint) (Yellow) (6") (2'-4')		LF		
166	710-11-290	Island Nose (Paint) (Yellow)		SF		
167	711-11-111	Solid Traffic Stripe (Thermo) (White) (6")		NM		
168	711-11-122	Solid Traffic Stripe (Thermo) (White) (8")		LF		
169	711-11-123	Solid Traffic Stripe (Thermo) (White) (12")		LF		
170	711-11-124	Solid Traffic Stripe (Thermo) (White) (18")		LF		
171	711-11-125	Solid Traffic Stripe (Thermo) (White) (24")		LF		
172	711-11-131	Skip Traffic Stripe (Thermo) (White) (6") (10'-30')		GM		
173	711-11-151	Guide Lines, Paint (Thermo) (Dotted) (White) (2'-4')		LF		
174	711-11-160	Pavement Message (Thermo)		EA		
175	711-11-170	Directional Arrows (Thermo)				
		Left Turn Arrow (Thermo)		EA		
		Right Turn Arrow (Thermo)		EA		
		Through/ Left Arrow (Incl. Through & Through/Left) (Thermo)		EA		
176	711-11-180	Yield Line (Thermo) (White)		LF		
177	711-11-211	Solid Traffic Stripe (Yellow) (6") (Thermo)		NM		
178	711-11-222	Solid Traffic Stripe (Yellow) (8") (Thermo)		LF		
179	711-11-224	Solid Traffic Stripe (Yellow) (18") (Thermo)		LF		
180	715-1-50	Lighting Conductors (Adjust / Modify)		LF		
181	715-4-400	Light Pole Complete (relocate)		EA		

Subtotal Roadway (Base Bid "A"):

**8,514,408.79**

**County Road 210 at Interstate 95 Phase 2 Improvements -- Rebid 13-25R**  
**Schedule of Values**  
**Revised October 11, 2013**

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
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**Schedule Of Values -- JEA Base Bid "B"**

JEA Water

182		6" PVC Water Main		LF		
183		16" PVC Water Main		LF		
184		16" D.I. MJ 45 Degree Bend Fitting		EA		
185		16" Gate Valve w/Box & Cover		LF		
186		16" Cap Fitting		LF		
187		16"x16" wye		EA		
188		30" Casing		LF		
189		16" Water Main Grout Filled		LF		
190		Meters and Backflow Preventers Moved		EA		
191		16" Bell Restraint (water, contingency)	63	EA		
192		16" Insert-A-Valve (contingency)	2	EA		
193		16" Concrete Thrust Collar with Rods (water, contingency)	8	EA		
194		Corporation Stop (2", F&I)		EA		
195		Fire Hydrant Relocate		EA		
196		16" x 6" Water Main Tee (at fire hydrants)		EA		
197		Water Compliance Sampling Point (furnish, install, remove)		EA		
198		Water Testing Allowance	1	LS	\$10,000.00	\$10,000.00
199		Supplemental Work Authorization (Water)	1	LS	\$25,000.00	\$25,000.00

Subtotal JEA Water (Base Bid "B"):

**273,635.00**



**County Road 210 at Interstate 95 Phase 2 Improvements – Rebid 13-25R**  
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Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>JEA Sewer</b>						
200		A-3 Sand (Contingency)	50	CY		
201		4" PVC Force Main		LF		
202		24" PVC Force Main		LF		
203		10" PVC Force Main		LF		
204		10" x 4" DI Force Main Tee		EA		
205		24" D.I. MJ 45 Degree Bend Fitting		EA		
206		10" D.I. MJ 45 Degree Bend Fitting		EA		
207		24" Cap		EA		
208		22" Casing		LF		
209		10" Air Release Valve. Includes Lined Manhole		EA		
210		10" Force Main Grout Filled		LF		
211		24" Force Main Grout Filled		LF		
212		10" Bell Restraint (sewer, contingency)	35	EA		
213		10" Concrete Thrust Collar with Rods (sewer, contingency)	12	EA		
214		24" Bell Restraint (sewer, contingency)	2	EA		
215		24" Concrete Thrust Collar with Rods (sewer, contingency)	2	EA		
216		5000 Gallon Pump Truck (6 hours per conflict, contingency)	48	HR		
217		Sewer Testing Allowance	1	LS	\$10,000.00	\$10,000.00
218		Supplemental Work Authorization (Sewer)	1	LS	\$25,000.00	\$25,000.00

Subtotal JEA Sewer (Base Bid "B"):

**230,945.50**

Total JEA Water and Sewer Base Costs (Base Bid "B"):

**504,580.50**

Total Lump Sum Bid (Base Bid "A" + Base Bid "B"):

**9,018,989.29**

**County Road 210 at Interstate 95 Phase 2 Improvements -- Rebid 13-25R**  
**Schedule of Values**  
**Revised October 11, 2013**

Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
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**Schedule of Values - Bid Alternate "1A"**

**General Conditions**

219	101-1	Mobilization (Includes survey, asbults, testing, maintaining erosion control, site preparation, and removals, etc.)		LS		
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**Maintenance of Traffic**

220	102-1	Maintenance of Traffic		DA		
221	102-14	Traffic Control Officer		MH		
222	102-60	Work Zone Signs		ED		
223	102-61	Business Sign		EA		
224	102-71-11	Barrier Wall (Temporary) (F&I) (Concrete)		LF		
225	102-71-21	Barrier Wall (Temporary) (Relocate)		LF		
226	102-74-1	Barricade (Temporary) (Types I,II,VP & Drum)		ED		
227	102-77	High Intensity Flashing Lights (Temp - Type B)		ED		
228	102-78	Temporary RPM's		EA		
229	102-79	Lights (Temp-Barr. Wall Mount) (Type C Steady Burn)		ED		
230	102-89-7	Crash Cushion (Redirective)		LO		

**Erosion Control**

231	104-10-3	Sediment Barrier		LF		
232	104-18	Inlet Protection System		EA		

**Clearing & Grubbing**

233	110-1-1	Clearing and Grubbing		AC		
234	110-4	Concrete Pavement, Removal of Existing		SY		

**County Road 210 at Interstate 95 Phase 2 Improvements – Rebid 13-25R**  
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Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
<b>Earthwork</b>						
235	120-1	Regular Excavation		CY		
236	120-6	Embankment		CY		
<b>Pavement</b>						
237	160-4	12" Type B Stabilization		SY		
238	285-704	Optional Base Group 04 (6" lime rock) (Temp. Pav't)		SY		
239	285-711	Optional Base Group 11 (12" lime rock)		SY		
240	285-711	Optional Base Group 11 (14.5" crushcrete)		SY		
241	285-711	Optional Base Group 11 (7" Type B-12.5)		SY		
242	327-70-6	Milling Existing Asphalt Pavement (1.5" Avg. Depth)		SY		
243	334-1-13	SP 12.5 Structural Asphalt Course (Traffic C) (3")		TN		
244	334-1-23	SP-9.5 Asph Conc Wearing Course (PG 76-22) (1.5") (Traffic C)		TN		
245	339-1	Miscellaneous Asphalt Pavement (2" thick, typ.) (Temp. Pav't)		TN		
<b>Storm Drainage</b>						
246	400-0-11	Concrete Class NS (Gravity Wall) (used for MES Slabs)		CY		
247	425-1-331	Type 3 Curb Inlet (P-3) < 10'		EA		
248	425-1-341	Type 4 Curb Inlet (P-4) < 10'		EA		
249	425-2-91	Manhole (J-8) < 10'		EA		
250	425-11	Drainage Structure Modify Exist. (Conversion to Jct Box)		EA		
251	430-175-115	15" Pipe Culvert RCP		LF		
252	430-175-118	18" Pipe Culvert RCP		LF		
253	430-175-124	24" Pipe Culvert RCP		LF		
254	430-175-136	36" Pipe Culvert RCP		LF		
255	430-982-138	36" Mitered End Section		EA		
256	440-1-20	Type 2 Underdrain		LF		
<b>Concrete</b>						
257	520-1-7	Curb & Gutter Concrete (Type E)		LF		

**County Road 210 at Interstate 95 Phase 2 Improvements – Rebid 13-25R**  
**Schedule of Values**  
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Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
258	520-1-10	Curb & Gutter Concrete (Type F)		LF		
259	522-1	Concrete Sidewalk (4" Thick)		SY		

**Metal & Grassing**

260	570-1-2	Performance Turf - Sod		SY		
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**Signage**

261	700-20-11	Single Post Sign (Less than 12)		AS		
262	700-20-40	Single Post Sign (Relocate)		AS		
263	705-11-3	Delineator (Flexible, High Visibility Median)		EA		
264	706-3	Retro-Reflective Pavement Marker				
		Bi-Directional Colorless / Red		EA		
		Bi-Directional Amber / Amber		EA		

**Striping**

265	710-11-111	Solid Traffic Stripe (Paint) (White) (6")		NM		
266	710-11-122	Solid Traffic Stripe (Paint) (White) (8")		LF		
267	710-11-123	Solid Traffic Stripe (Paint) (White) (12")		LF		
268	710-11-124	Solid Traffic Stripe (Paint) (White) (18")		LF		
269	710-11-125	Solid Traffic Stripe (Paint) (White) (24")		LF		
270	710-11-131	Skip Traffic Stripe (Paint) (White) (6") (10'-30')		GM		
271	710-11-131	Skip Traffic Stripe (Paint) (White) (6") (6'-10')		GM		
272	710-11-151	Guide Lines, Paint (Paint) (Dotted) (White) ('2-4')		LF		
273	710-11-160	Pavement Message (Paint)		EA		
274	710-11-170	Directional Arrows (Paint)				
		Left Turn Arrow (Paint)		EA		
		Right Turn Arrow (Paint)		EA		
		Merge Arrow (Paint)		EA		
		Through/ Left Arrow (Incl. Through & Through/Left) (Paint)		EA		
275	710-11-211	Solid Traffic Stripe (Paint) (Yellow) (6")		NM		
276	710-11-224	Solid Traffic Stripe (Paint) (Yellow) (18")		LF		
277	710-11-290	Island Nose (Paint) (Yellow)		SF		

**County Road 210 at Interstate 95 Phase 2 Improvements – Rebid 13-25R**  
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Item No.	FDOT Pay Item #	Pay Item Description	Estimated Quantity	Units	Unit Price	Total Price
278	711-11-111	Solid Traffic Stripe (Thermo) (White) (6")		NM		
279	711-11-122	Solid Traffic Stripe (Thermo) (White) (8")		LF		
280	711-11-123	Solid Traffic Stripe (Thermo) (White) (12")		LF		
281	711-11-124	Solid Traffic Stripe (Thermo) (White) (18")		LF		
282	711-11-125	Solid Traffic Stripe (Thermo) (White) (24")		LF		
283	711-11-131	Skip Traffic Stripe (Thermo) (White) (6") (10'-30')		GM		
284	711-11-131	Skip Traffic Stripe (Thermo) (White) (6") (6'-10')		GM		
285	711-11-151	Guide Lines, Paint (Thermo) (Dotted) (White) (2'-4')		LF		
286	711-11-160	Pavement Message (Thermo)		EA		
287	711-11-170	Directional Arrows (Thermo)				
		Left Turn Arrow (Thermo)		EA		
		Right Turn Arrow (Thermo)		EA		
		Merge Arrow (Thermo)		EA		
		Through/ Left Arrow (Incl. Through & Through/Left) (Thermo)		EA		
288	711-11-211	Solid Traffic Stripe (Yellow) (6") (Thermo)		NM		

Subtotal Roadway (Bid Alternate "1A"):

892,642.71

**Schedule of Values – Bid Alternate "1B"**

JEA Water

289		16" PVC Water Main		LF		
290		16" D.I. MJ 45 Degree Bend Fitting		EA		
291		16" Bell Restraint (water, contingency)	2	EA		
292		16" Concrete Thrust Collar with Rods (water, contingency)	2	EA		
293		Water Compliance Sampling Point (furnish, install, remove)		EA		

Subtotal JEA Water (Bid Alternate 1B):

15,305.00

JEA Sewer

294		10" PVC Force Main		LF		
295		10" D.I. MJ 45 Degree Bend Fitting		EA		
296		10" Bell Restraint (sewer, contingency)	4	EA		
297		10" Concrete Thrust Collar with Rods (sewer, contingency)	4	EA		
298		5000 Gallon Pump Truck (6 hours per conflict, contingency)	12	HR		

Subtotal JEA Sewer (Bid Alternate "1B"):

53838.00

Total JEA Water and Sewer Alternate Costs (Bid Alternate "1B"):

69,143.00

Total Bid Alternate Costs (Bid Alternate "1A" + Bid Alternate "1B"):

961,785.71

Grand Total Roadway Costs (Base Bid "A" + Bid Alternate "1A") (County):

9,407,051.50

Grand Total Utility Costs (Base Bid "B" + Bid Alternate "1B") (JEA):

573,723.50

Grand Total Project Costs :

9,980,775.00

(Base Bid "A" + Bid Alternate "1A" + Base Bid "B" + Bid Alternate "1B"):

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
ROADWAY SCHED OF VALUES - BASE BID A					
GENERAL CONDITIONS					
1	MOBILIZATION (SURV,ASB,TEST,MAINT EC,SITE PREP)	1.000	LS	650,000.00	650,000.00
MAINTENANCE OF TRAFFIC					
2	MAINTENANCE OF TRAFFIC	365.000	DA	665.00	242,725.00
3	TRAFFIC CONTROL OFFICER	595.000	MH	50.00	29,750.00
4	WORK ZONE SIGNS	27,935.000	ED	0.40	11,174.00
5	BUSINESS SIGN	8.000	EA	80.00	640.00
6	BARRIER WALL (TEMP((F&I)(CONC)	6,200.000	LF	28.00	173,600.00
7	BARRIER WALL (TEMP) (RELOCATE)	7,740.000	LF	6.50	50,310.00
8	BARRICADE (TEMP) TYPES I,II,VP & DRUM	32,255.000	ED	0.25	8,063.75
9	HIGH INTENSITY FLASH LIGHTS (TEMP-TYPE B)	9,430.000	ED	0.55	5,186.50
10	TEMPORARY RPMS	2,500.000	EA	3.30	8,250.00
11	LIGHTS (TEMP-BARR WALL MOUNT)(TYP C STEAD BURN)	25,040.000	ED	0.22	5,508.80
12	CRASH CUSHION (REDIRECTIVE)	34.000	LO	1,900.00	64,600.00
13	TEMP SIGNAL/MAINT OF INTERSECTION	730.000	ED	7.50	5,475.00
EROSION CONTROL					
14	SEDIMENT BARRIER	13,600.000	LF	1.75	23,800.00
15	STAKED TURB BARRIER-NYLON REINF PVC	700.000	LF	6.45	4,515.00
16	INLET PROTECTION SYSTEM	1.000	EA	4,700.00	4,700.00
CLEARING AND GRUBBING					
17	CLEARING AND GRUBBING	1.000	AC	348,000.65	348,000.65
18	REM OF EX STRUCT (SAMP CRK BOX CULV)	16,450.000	SF	4.40	72,380.00
19	CONC PVMNT, REMOVAL OF EXISTING	7,420.000	SY	10.50	77,910.00
EARTHWORK					
20	REGULAR EXCAVATION	26,036.000	CY	6.65	173,139.40
21	EXC/REM OF CONTAM SOIL (CONTINGENCY)	660.000	CY	97.25	64,185.00
22	DEWATER EXISTING POND	1.000	LS	36,500.00	36,500.00
23	EMBANKMENT	8,808.000	CY	3.40	29,947.20
PAVEMENT					
24	12" TYPE B STABILIZATION	27,875.000	SY	3.15	87,806.25
25	OPT BASE GROUP 01 (4" ) WILSON DWY	300.000	SY	12.35	3,705.00
26	OPT BASE GROUP 04 (6" LR)(TEMP PVMNT)	6,700.000	SY	11.00	73,700.00
27	OPT BASE GROUP 11 (12" LR)	20,335.000	SY	17.00	345,695.00
28	OPT BASE GROUP 11 (14.5" CC)	2,825.000	SY	22.50	63,562.50
29	OPT BASE GROUP 11 (7" TYPE B-12.5)	4,540.000	SY	40.80	185,232.00
30	MILL EX ASPH PVMNT (1.5" AVG DEPTH)	23,885.000	SY	2.25	53,741.25
31	SP 12.5 STRUCT ASPH CRS (TRAFFIC C)(3")	4,590.000	TN	87.00	399,330.00
32	SP-9.5 ASPH CONC WC (PG76-22)(1.5")(TRAFF C)	3,550.000	TN	101.00	358,550.00
33	FC-12.5 ASPH FC (PG76-22)(1.5")(C) S EXIT RAMP	625.000	TN	115.00	71,875.00
34	MISC ASPH PVMNT (2" THICK, TYP)(TEMP PVMNT)	740.000	TN	105.00	77,700.00
35	MISC ASPH PVMNT (2" THICK, TYP) (GUARDRAIL)	18.000	TN	175.00	3,150.00
STORM DRAINAGE					
36	CONC CLASS I ENDWALLS	8.260	CY	900.00	7,434.00
37	CONC CLASS NS (GRAV WALL)(USED FOR MES SLABS)	4.780	CY	800.00	3,824.00
38	CLASS II CONC (SUPERSTRUCT)(BRIDGE DECK)	21.800	CY	3,600.00	78,480.00
39	CLASS II CONC (SUPERSTRUCT)(DECK)(OVERLAY)	137.000	CY	770.00	105,490.00
40	CLASS II CONC (APPROACH SLABS)	261.100	CY	640.00	167,104.00
41	CLASS IV CONC (CIP SUBSTRUCTURE)	131.200	CY	1,970.00	258,464.00
42	CONC CLASS IV (BULKHEAD) PILE CAP/KANG POND	107.000	CY	1,365.00	146,055.00
43	CONC CLASS IV (BULKHEAD) COLLARS/KANG POND	3.400	CY	3,855.00	13,107.00

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## BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
44	BRIDGE DECK GROOVING	629.100	SY	11.50	7,234.65
45	REINFORCING STEEL (SUPERSTRUCTURE)	24,234.000	LB	1.25	30,292.50
46	REINFORCING STEEL (SUBSTRUCTURE)	17,592.000	LB	1.25	21,990.00
47	REINFORCING STEEL (APPROACH SLABS)	55,510.000	LB	1.25	69,387.50
48	TYPE 3 CURB INLET P-3 <10'	8.000	EA	3,500.00	28,000.00
49	TYPE 4 CURB INLET P-4 <10'	5.000	EA	3,800.00	19,000.00
50	TYPE 6 CURB INLET P-6 <10'	2.000	EA	3,525.00	7,050.00
51	TYPE 3 CURB INLET J-3 <10'	2.000	EA	4,080.00	8,160.00
52	TYPE 3 CURB INLET J-3 >10'	2.000	EA	11,525.00	23,050.00
53	TYPE 4 CURB INLET J-4 <10'	2.000	EA	6,650.00	13,300.00
54	TYPE E INLET MODIFEID F&I <=10'	1.000	EA	4,000.00	4,000.00
55	MANHOLE P-8 <10'	1.000	EA	3,800.00	3,800.00
56	MANHOLE J-8 <10'	2.000	EA	3,525.00	7,050.00
57	MANHOLE J-8 >10'	4.000	EA	6,200.00	24,800.00
58	DRG STRUCT MOD EXIST (CONV TO JCT BOX)	11.000	EA	1,275.00	14,025.00
59	DRG STRUCT MOD EXIST (EX SJF&CC POND WEIR)	1.000	EA	1,100.00	1,100.00
60	15" PIPE CULVERT RCP	597.000	LF	94.00	56,118.00
61	18" PIPE CULVERT RCP	187.000	LF	105.00	19,635.00
62	24" PIPE CULVERT RCP	938.000	LF	71.00	66,598.00
63	30" PIPE CULVERT RCP	731.000	LF	75.00	54,825.00
64	36" PIPE CULVERT RCP	1,194.000	LF	98.00	117,012.00
65	42" PIPE CULVERT RCP	619.000	LF	110.00	68,090.00
66	54" PIPE CULVERT RCP	246.000	LF	200.00	49,200.00
67	24" MITERED END SECTION	2.000	EA	825.00	1,650.00
68	30" MITERED END SECTION	1.000	EA	1,320.00	1,320.00
69	36" MITERED END SECTION	1.000	EA	1,825.00	1,825.00
70	54" MITERED END SECTION	1.000	EA	4,880.00	4,880.00
71	TRENCH DRAIN (STANDARD)	1.000	EA	5,000.00	5,000.00
72	TYPE 2 UNDERDRAIN	2,650.000	LF	24.00	63,600.00
73	PRESTRESSED SLAB UNITS (15" X 48")	261.000	LF	585.00	152,685.00
74	PRESTRESSED SLAB UNITS (15"X60")	1,044.000	LF	300.00	313,200.00
75	PROTECTION OF EXISTING STRUCTURES	1.000	LS	36,000.00	36,000.00
76	PRESTRESSED CONC PILING (24" SQ)	1,800.000	LF	125.00	225,000.00
77	STEEL SHEET PILING, TEMPORARY	4,000.000	SF	14.50	58,000.00
78	STEEL SHEET PILE WALL AT:KANG POND	20,076.000	SF	25.00	501,900.00
79	TEST PILES (PRESTRESSED CONC)(24"SQ)	144.000	LF	515.00	74,160.00
80	BRIDGE DECK EXP JT (POURED W/ BACKER ROD)	240.000	LF	125.00	30,000.00
81	ALUMINUM BULLET RAILINGS (SINGLE RAIL)	115.000	LF	41.00	4,715.00
82	FILTER FABRIC PLASTIC (SUBSURFACE)	1,485.000	SY	15.50	23,017.50
83	SJG&CC POND 30MIL PVC CUTOFF WALL (13.5' D AVG)	3,338.000	SY	16.50	55,077.00
84	18" HDPE PIPE	210.000	LF	80.00	16,800.00
85	24" HDPE PIPE	80.000	LF	120.00	9,600.00
86	18X24" HDPE PIPE ENLARGER	1.000	EA	1,265.00	1,265.00
87	STORM PUMP (F&I)(FLYGT NP3202.180 OR=)	2.000	EA	55,750.00	111,500.00
88	DRAWDOWN PUMP (F&I)(FLYT CP3085.183 OR =)	1.000	EA	35,000.00	35,000.00
89	STORM PUMP STATION WW AND CONTROLS	1.000	EA	102,200.00	102,200.00
CONCRETE					
90	CURB AND GUTTER TYPE E	7,515.000	LF	12.50	93,937.50
91	CURB AND GUTTER TYPE F	8,510.000	LF	11.50	97,865.00
92	CONC CURB TYPE D	45.000	LF	22.50	1,012.50
93	VALLEY GUTTER - CONC	180.000	LF	19.75	3,555.00
94	CONC TRAFF SEP (TYPE 1, OPT 2 VAR WIDTH)	1,290.000	SY	41.00	52,890.00
95	CONC TRAFF RAIL (BRIDGE)(32" )(VERTICAL)	227.000	LF	145.00	32,915.00
96	CONC SIDEWALK (4" THICK)	5,300.000	SY	35.00	185,500.00
97	CONC SIDEWALK (6" THICK) ACROSS DWYS	660.000	SY	35.00	23,100.00
98	REM/REPL ARCHIT STONE VENEER	960.000	SF	23.00	22,080.00

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METAL AND GRASSING					
99	PED/BICYCLE RAIL (42" TYPE 1, ALUM, PICKET RAIL)	17.000	LF	110.00	1,870.00
100	PAVERS, ARCHITECTURAL	1.000	SF	9,000.00	9,000.00
101	RUBBLE RIP RAP (BANK AND SHORE)	1,290.000	TN	90.00	116,100.00
102	BEDDING STONE	500.000	TN	155.00	77,500.00
103	GUARDRAIL - ROADWAY	290.000	LF	29.00	8,410.00
104	GUARDRAIL - REMOVAL	333.000	LF	11.35	3,779.55
105	GUARDRAIL END ANCH ASM - FLARED	2.000	EA	2,130.00	4,260.00
106	GUARDRAIL END ANCH ASM - TYPE II	1.000	EA	855.00	855.00
107	FENCING (TYPE B)(RESET EXISTING)	25.000	LF	110.00	2,750.00
108	PERFORMANCE TURF-SOD	17,500.000	SY	4.25	74,375.00
109	LANDSCAPE COMPLETE	1.000	LS	7,500.00	7,500.00
110	IRRIGATION SYSTEM	1.000	LS	7,500.00	7,500.00
SIGNALIZATION					
111	CONDUIT F&I UNDERGROUND	301.000	LF	9.70	2,919.70
112	CONDUIT F&I UNDERGROUND, JACKED	410.000	LF	12.50	5,125.00
113	CABLE (SIGNAL)(F&I)	2.000	PI	4,950.00	9,900.00
114	PULL & JUNC BOX (PULL BOX)(F&I)	18.000	EA	270.00	4,860.00
115	ELEC POW SVS (OH) PURCH FROM POWER CO BY CONT	2.000	AS	1,430.00	2,860.00
116	ELEC SVS WIRE (F&I)	300.000	LF	3.55	1,065.00
117	PRESTRESSED COND POLE TYPE P-II	2.000	EA	1,270.00	2,540.00
118	ALUMINUM SIGNAL POLE (F&I)	10.000	EA	1,815.00	18,150.00
119	ALUMINUM SIGNAL POLE (RELOCATE)	1.000	EA	1,385.00	1,385.00
120	MAST ARM ASM F&I SING ARM W/O LUM 46'	1.000	EA	22,100.00	22,100.00
121	MAST ARM ASM F&I SING ARM W/O LUM 70.5'	2.000	EA	28,100.00	56,200.00
122	MAST ARM ASM F&I DBL ARM W/O LUM 70.5'	1.000	EA	47,450.00	47,450.00
123	TRAFFIC SIGNAL F&I 3-SECTION 1-DIRECT	24.000	AS	800.00	19,200.00
124	TRAFFIC SIGNAL (RELOCATE)	3.000	AS	450.00	1,350.00
125	PED SIGNAL F&I LED, COUNTDOWN 1-WAY	7.000	AS	600.00	4,200.00
126	PED SIGNAL F&I LED COUNTDOWN 2-WAY	1.000	AS	1,150.00	1,150.00
127	PED SIGNAL RELOCATE	2.000	AS	520.00	1,040.00
128	VEHICLE DETECTOR OPTICAL	13.000	EA	5,050.00	65,650.00
129	PED DETECTOR F&I	11.000	EA	220.00	2,420.00
130	PED DETECTOR RELOCATE	2.000	EA	750.00	1,500.00
131	ACTUATED SOLID ST CONT ASM F&I	2.000	AS	33,300.00	66,600.00
132	TRAFFIC SIGNAL ASM (REMOVAL)	14.000	EA	59.00	826.00
133	SIGNAL PED ASM (REMOVAL)	6.000	EA	40.00	240.00
134	POLE REMOVAL (SHALLOW)(DIRECT BURIAL)	4.000	EA	575.00	2,300.00
135	CONTROLLER ASM REMOVE (COMPLETE)	2.000	EA	500.00	1,000.00
136	DETECTOR PED ASM REMOVAL	9.000	EA	28.00	252.00
137	CONDUIT AND CABLE REMOVAL	2.000	PI	1,250.00	2,500.00
138	SIGNAL EQUIP, MISC REMOVAL	2.000	PI	785.00	1,570.00
SIGNAGE					
139	SINGLE POST SIGN LESS THAN 12	35.000	AS	255.00	8,925.00
140	SINGLE POST SIGN 12 SF TO 20 SF	1.000	AS	515.00	515.00
141	SINGLE POST SIGN RELOCATE	1.000	AS	100.00	100.00
142	SINGLE POST SIGN REMOVE	27.000	AS	17.00	459.00
143	MULTI-POST SIGN (REMOVE)	2.000	AS	385.00	770.00
144	OH TRUSS CANTILEVER SIGN <30' 201-300SF	1.000	AS	67,300.00	67,300.00
145	SIGN PANEL F&I 15 SF OR LESS	2.000	EA	540.00	1,080.00
146	SIGN PANEL OVERLAY 15 SF OR LESS	1.000	EA	685.00	685.00
147	SIGN PANEL RELOCATE 15 SF OR LESS	8.000	EA	265.00	2,120.00
148	SIGN PANEL REMOVE	2.000	EA	40.00	80.00
149	DELINEATOR FLEXIBLE, HIGH-VISIBILITY MEDIAN	5.000	EA	210.00	1,050.00
RETRO-REFLECTIVE PVMNT MARKER					
150	RPM BI-DIRECT COLORLESS/RED	657.000	EA	3.50	2,299.50



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150	RPM BI-DIRECT AMBER/AMBER	51.000	EA	3.50	178.50
	STRIPING				
151	SOLID TRAFF STRIPE PAINT WH 6"	12.182	NM	995.00	12,121.09
152	SOLID TRAFF STRIPE PAINT WH 8"	450.000	LF	0.25	112.50
153	SOLID TRAFF STRIPE PAINT WH 12"	8,116.000	LF	0.85	6,898.60
154	SOLID TRAFF STRIPE PAINT WH 18"	441.000	LF	1.70	749.70
155	SOLID TRAFF STRIPE PAINT WH 24"	2,213.000	LF	2.20	4,868.60
156	SKIP TRAFF STRIPE PAINT WH 6" 10-30'	8.503	GM	441.00	3,749.82
157	GUIDE LINES, PAINT, WH DOTTED WH 2-4'	6,902.000	LF	0.28	1,932.56
158	PAVEMENT MESSAGE PAINT	117.000	EA	22.00	2,574.00
	DIRECTIONAL ARROWS (PAINT)				
159	LEFT TURN ARROW PAINT	105.000	EA	22.00	2,310.00
159	RIGHT TURN ARROW PAINT	82.000	EA	22.00	1,804.00
159	THRU/LEFT ARROW INCL THRU & THRU/LEFT PAINT	2.000	EA	22.00	44.00
160	YIELD LINE PAINT WH	16.000	LF	5.50	88.00
161	ISLAND NOSE PAINT WH	13.500	SF	5.50	74.25
162	SOLID TRAFF STRIPE PAINT YELLOW 6"	7.254	NM	995.00	7,217.73
163	SOLID TRAFF STRIPE PAINT YELLOW 8"	178.000	LF	0.22	39.16
164	SOLID TRAFF STRIPE PAINT YELLOW 18"	312.000	LF	1.65	514.80
165	SKIP TRAFF STRIPE PAINT YELL 6" 2-4'	289.000	LF	0.28	80.92
166	ISLAND NOSE PAINT YELLOW	150.000	SF	5.50	825.00
167	SOLID TRAFF STRIPE THERMO WH 6"	2.888	NM	4,970.00	14,353.36
168	SOLID TRAFF STRIPE THERMO WH 8"	450.000	LF	1.10	495.00
169	SOLID TRAFF STRIPE THERMO WH 12"	2,534.000	LF	2.20	5,574.80
170	SOLID TRAFF STRIPE THERMO WH 18"	281.000	LF	4.40	1,236.40
171	SOLID TRAFF STRIPE THERMO WH 24"	488.000	LF	5.50	2,684.00
172	SKIP TRAFF STRIPE THERMO WH 6" 10-30'	2.769	GM	2,200.00	6,091.80
173	GUIDE LINES, THERMO DOTTED WH 2-4'	2,052.000	LF	1.10	2,257.20
174	PAVEMENT MESSAGE THERMO	74.000	EA	335.00	24,790.00
	DIRECTIONAL ARROWS THERMO				
175	LEFT TURN ARROW THERMO	35.000	EA	83.00	2,905.00
175	RIGHT TURN ARROW THERMO	18.000	EA	83.00	1,494.00
175	THRU/LEFT ARROW (INC THRU & THRU/LEFT) THERMO	2.000	EA	83.00	166.00
176	YIELD LINE THERMO WH	16.000	LF	11.00	176.00
177	SOLID TRAFF STRIPE YELL 6" THERMO	1.595	NM	5,170.00	8,246.15
178	SOLID TRAFF STRIPE YELL 8" THERMO	148.000	LF	1.10	162.80
179	SOLID TRAFF STRIPE YELL 18" THERMO	73.000	LF	4.45	324.85
180	LIGHTING CONDUCTORS (ADJ/MODIFY)	200.000	LF	6.20	1,240.00
181	LIGHT POLE COMPLETE (RELOCATE)	1.000	EA	1,060.00	1,060.00
SUBTOTAL ROADWAY (BASE BID "A")					\$8,514,408.79

JEA BASE BID B - WATER

182	6" PVC WATER MAIN	10.000	LF	200.00	2,000.00
183	16" PVC WATER MAIN	1,020.000	LF	65.50	66,810.00
184	16" DI MJ 45 DEG BEND FITTING	13.000	EA	915.00	11,895.00
185	16" GV/BOX & COVER	1.000	LF	4,800.00	4,800.00
186	16" CAP FITTING	2.000	LF	700.00	1,400.00
187	16"X16" WYE	1.000	EA	2,300.00	2,300.00
188	30" CASING	40.000	LF	295.00	11,800.00
189	16" WM GROUT FILLED	765.000	LF	11.00	8,415.00
190	METERS AND BFP MOVED	3.000	EA	1,130.00	3,390.00
191	16" BELL REST (WATER, CONTINGENCY)	63.000	EA	585.00	36,855.00
192	16" INSERT-A-VALVE (CONTINGENCY)	2.000	EA	34,100.00	68,200.00

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193	16" CONC THRUST COLLAR W/ RODS (WATER, CONTING)	8.000	EA	1,775.00	14,200.00
194	2" CORPORATION STOP F&I	5.000	EA	525.00	2,625.00
195	FIRE HYDRANT RELOCATE	1.000	EA	985.00	985.00
196	16"X6" WATER MAIN TEE (AT FIRE HYD)	1.000	EA	1,300.00	1,300.00
197	WATER COMPL SAMP PT (F&I / REM)	4.000	EA	415.00	1,660.00
198	WATER TESTING ALLOWANCE	1.000	LS	10,000.00	10,000.00
199	SUPPLEMENTAL WORK AUTHORIZ (WATER) ALLOWANCE	1.000	LS	25,000.00	25,000.00

SUBTOTAL JEA WATER - BASE BID B \$273,635.00

JEA BASE BID B - SEWER

200	A-3 SAND (CONTINGENCY)	50.000	CY	10.00	500.00
201	4" PVC FORCE MAIN	35.000	LF	57.00	1,995.00
202	24" PVC FORCE MAIN	37.000	LF	335.00	12,395.00
203	10" PVC FORCE MAIN	791.000	LF	72.00	56,952.00
204	10"X4" DI FORCE MAIN TEE	1.000	EA	800.00	800.00
205	24" DI MJ 45 DEG BEND FITTING	4.000	EA	2,750.00	11,000.00
206	10" DI MJ 45 DEG BEND FITTING	22.000	EA	670.00	14,740.00
207	24" CAP	2.000	EA	2,040.00	4,080.00
208	22" CASING	35.000	LF	335.00	11,725.00
209	10" AIR REL VLV, INC LINED MH	3.000	EA	4,250.00	12,750.00
210	10" FORCE MAIN GROUT FILLED	545.000	LF	9.30	5,068.50
211	24" FORCE MAIN GROUT FILLED	730.000	LF	24.00	17,520.00
212	10" BELL REST (SEWER, CONTING)	35.000	EA	350.00	12,250.00
213	10" CONC THRUST COLLAR W/ RODS (SEW, CONTING)	12.000	EA	1,125.00	13,500.00
214	24" BELL RESTRAINT (SEWER, CONTING)	2.000	EA	1,115.00	2,230.00
215	24" CONC THRUST COLLAR W/ RODS (SEW, CONTING)	2.000	EA	2,020.00	4,040.00
216	5000 GALLON PUMP TRUCK (6 HR/CONF, CONTING)	48.000	HR	300.00	14,400.00
217	SEWER TESTING ALLOWANCE	1.000	LS	10,000.00	10,000.00
218	SUPPL WORK AUTHORIZ (SEWER) ALLOWANCE	1.000	LS	25,000.00	25,000.00

SUBTOTAL JEA SEWER - BASE BID B \$230,945.50

JEA WATER/SEWER PROJECT TOTAL (BASE BID B) \$504,580.50

TOTAL PROJ COST (RDWY, WAT, SEWER)(BASE A+BASE B) \$9,018,989.29

ROADWAY ALTERNATE 1A

219	MOBILIZATION (INC SURV,ASB,TEST, ED, SITE PREP)	1.000	LS	57,000.00	57,000.00
MAINTENANCE OF TRAFFIC					
220	MAINTENANCE OF TRAFFIC	1.000	DA	43,900.00	43,900.00
221	TRAFFIC CONTROL OFFICER	155.000	MH	52.00	8,060.00
222	WORK ZONE SIGNS	900.000	ED	0.40	360.00

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223	BUSINESS SIGNS	3.000	EA	80.00	240.00
224	BARRIER WALL (TEMP)F&I CONC	1,840.000	LF	30.00	55,200.00
225	BARRIER WALL (TEMP)RELOCATE	1,840.000	LF	7.50	13,800.00
226	BARRIC (TEMP) TYP I, II, VP & DRUM	2,820.000	ED	0.30	846.00
227	HIGH INTEN FLASH LIGHT (TEMP TYPEB)	60.000	ED	0.55	33.00
228	TEMP RPMS	850.000	EA	3.35	2,847.50
229	LIGHTS TEMP-BARR WALL MNT TYPE C STEADY BURN	2,700.000	ED	0.22	594.00
230	CRASH CUSHION (REDIRECTIVE)	8.000	LO	1,900.00	15,200.00
EROSION CONTROL					
231	SEDIMENT BARRIER	1,200.000	LF	1.50	1,800.00
232	INLET PROTECTION SYSTEM	10.000	EA	130.00	1,300.00
CLEARING & GRUBBING					
233	CLEARING & GRUBBING	1.000	AC	63,350.00	63,350.00
234	CONC PVMNT, REM OF EXISTING	1,895.000	SY	9.50	18,002.50
EARTHWORK					
235	REGULAR EXCAVATION	2,357.000	CY	4.15	9,781.55
236	EMBANKMENT	639.000	CY	4.50	2,875.50
PAVEMENT					
237	12" TYPE B STABILIZATION	4,673.000	SY	3.00	14,019.00
238	OPT BASE GROUP 04 (6" LR)(TEMP PVMNT)	435.000	SY	11.50	5,002.50
239	OPT BASE GROUP 11 (12" LR)	1.000	SY	12.25	12.25
240	OPT BASE GROUP 11 (14.5" CC)	3,620.000	SY	23.00	83,260.00
241	OPT BASE GROUP 11 (7" TYPE B-12.5)	856.000	SY	47.50	40,660.00
242	MILL EXISTING ASPH PVMNT 1.5" AVG DEPTH	3,460.000	SY	2.60	8,996.00
243	SP 12.5 STRUCT AS CRSE (TRAFFIC C) 3"	975.000	TN	105.00	102,375.00
244	SP 9.5 ASPH CONC WC PG76-22 (1.5") TRAFFIC C	775.000	TN	125.00	96,875.00
245	MISC ASPH PVMNT (2" THICK, TYPE) (TEMP PVMNT)	50.000	TN	125.00	6,250.00
STORM DRAINAGE					
246	CONC CLASS NS GRAVITY WALL (MES SLABS)	1.000	CY	1,080.00	1,080.00
247	TYPE 3 CURB INLET P-3 <10'	3.000	EA	3,800.00	11,400.00
248	TYPE 4 CURB INLET P-4 <10'	3.000	EA	3,665.00	10,995.00
249	MANHOLE J-8 <10'	1.000	EA	2,775.00	2,775.00
250	DRG STRUCT MOD EXIST (CONV TO JCT BOX)	1.000	EA	1,450.00	1,450.00
251	15" PIPE CULVERT RCP	22.000	LF	145.00	3,190.00
252	18" PIPE CULVERT RCP	515.000	LF	57.00	29,355.00
253	24" PIPE CULVERT RCP	127.000	LF	108.00	13,716.00
254	36" PIPE CULVERT RCP	112.000	LF	115.00	12,880.00
255	36" MITERED END SECTION	1.000	EA	1,650.00	1,650.00
256	TYPE 2 UNDERDRAIN	1,715.000	LF	19.00	32,585.00
CONCRETE					
257	CURB AND GUTTER CONC TYPE E	1,825.000	LF	12.50	22,812.50
258	CURB AND GUTTER CONC TYPE F	1,965.000	LF	11.25	22,106.25
259	CONC SIDEWALK 4" THICK	1,225.000	SY	32.00	39,200.00
METAL AND GRASSING					
260	PERFORMANCE TURF -SOD	2,500.000	SY	4.00	10,000.00
SIGNAGE					
261	SINGLE POST SIGN LESS THAN 12	5.000	AS	255.00	1,275.00
262	SINGLE POST SIGN RELOCATE	1.000	AS	93.00	93.00
263	DELINEATOR (FLEXIBLE, HIGH VISIB MEDIAN)	3.000	EA	202.00	606.00
RETRO-REFLECTIVE PAVEMENT MARKER					

10/23/2013  
 B131005  
 \*\*\* Kim Bryan

11:37  
 CR210 AND I95 REBID

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
264	BI-DIRECTIONAL COLORESS/RED	146.000	EA	3.25	474.50
264	BI-DIRECTIONAL AMBER/AMBER	2.000	EA	3.25	6.50
STRIPING					
265	SOLID TRAFF STRIPE PAINT WH 6"	3.022	NM	995.00	3,006.89
266	SOLID TRAFF STRIPE PAINT WH 8"	480.000	LF	0.22	105.60
267	SOLID TRAFF STRIPE PAINT WH 12"	929.000	LF	0.85	789.65
268	SOLID TRAFF STRIPE PAINT WH 18"	12.000	LF	1.65	19.80
269	SOLID TRAFF STRIPE PAINT WH 24"	774.000	LF	2.20	1,702.80
270	SKIP TRAFF STRIPE PAINT WH 6" 10-30'	1.494	GM	440.00	657.36
271	SKIP TRAFF STRIPE PAINT WH 6" 6-10'	0.102	GM	435.00	44.37
272	GUIDE LINES, PAINT DOTTED WH 2-4'	1,844.000	LF	0.28	516.32
273	PAVEMENT MESSAGE PAINT	7.000	EA	22.00	154.00
DIRECTIONAL ARROWS PAINT					
274	LEFT TURN ARROW PAINT	24.000	EA	22.00	528.00
274	RIGHT TURN ARROW PAINT	26.000	EA	22.00	572.00
274	MERGE ARROW PAINT	1.000	EA	22.00	22.00
274	THRU / LEFT ARROW (INC THRU & THRU/LEFT) PAINT	2.000	EA	22.00	44.00
275	SOLID TRAFFIC STRIPE PAINT YEL 6"	1.737	NM	995.00	1,728.32
276	SOLID TRAFF STRIPE PAINT YEL 18"	280.000	LF	1.65	462.00
277	ISLAND NOSE PAINT YELLOW	50.000	SF	5.50	275.00
278	SOLID TRAFF STRIPE THERMO WH 6"	0.673	NM	4,950.00	3,331.35
279	SOLID TRAFF STRIPE THERMO WH 8"	480.000	LF	1.10	528.00
280	SOLID TRAFF STRIPE THERMO WH 12"	139.000	LF	2.20	305.80
281	SOLID TRAFF STRIPE THERMO WH 18"	12.000	LF	4.45	53.40
282	SOLID TRAFF STRIPE THERMO WH 24"	118.000	LF	5.50	649.00
283	SKIP TRAFF STRIPE THERMO WH 6" 10-30'	0.308	GM	2,225.00	685.30
284	SKIP TRAFF STRIPE THERMO WH 6" 6-10'	0.102	GM	2,175.00	221.85
285	GUIDE LINES, THERMO DOTTED WH 2-4'	414.000	LF	1.10	455.40
286	PAVEMENT MESSAGE THERMO	7.000	EA	335.00	2,345.00
DIRECTIONAL ARROWS THERMO					
287	LEFT TURN ARROW THERMO	5.000	EA	82.75	413.75
287	RIGHT TURN ARROW THERMO	7.000	EA	82.75	579.25
287	MERGE ARROW THERMO	1.000	EA	82.75	82.75
287	THRU / LEFT ARROW INCL THRU & THRU/LEFT THERMO	2.000	EA	82.75	165.50
288	SOLID TRAFFIC STRIPE YEL 6" THERMO	0.373	NM	5,150.00	1,920.95

SUBTOTAL ROADWAY BID ALTERNATE 1A

\$892,642.71

JEA BID ALTERNATE 1B

JEA WATER

284	16" PVC WATER MAIN	52.000	LF	135.00	7,020.00
285	16" DI MJ 45 DEG BEND FITTING	4.000	EA	875.00	3,500.00
286	16" BELL RESTR (WATER, CONTING)	2.000	EA	585.00	1,170.00
287	16" CONC THRUST COLLAR W/ RODS (WATER, CONTING)	2.000	EA	1,600.00	3,200.00
288	WATER COMPL SAMP PT (F&I / REM)	1.000	EA	415.00	415.00

SUBTOTAL JEA WATER ALT 1B

\$15,305.00

JEA SEWER

289	10" PVC FORCE MAIN	629.000	LF	62.00	38,998.00
290	10" DI MJ 45 DEG BEND FITTING	8.000	EA	670.00	5,360.00

10/23/2013  
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\*\*\* Kim Bryan

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CR210 AND I95 REBID

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
291	10" BELL RESTRAINT (SEW, CONTING)	4.000	EA	350.00	1,400.00
292	10" CONC THRUST COLL W/ RODS (SEWE, CONT)	4.000	EA	1,120.00	4,480.00
293	5000 GAL PUMP TRK (6 HR/CONF CONTING)	12.000	HR	300.00	3,600.00
SUBTOTAL SEWER ALT 1B					\$53,838.00
TOTAL JEA WATER/SEWER PROJ COST ALT 1B					\$69,143.00
TOTAL PROJ COST (RDWY, WAT, SEWER) ALT1A + ALT 1B					\$961,785.71
GRAND TOTAL RDWY (BASE BID A + BID ALT 1A) COUNTY					\$9,407,051.50
GRAND TOTAL UTILITY(BASE BID B + BID ALT 1B) JEA					\$573,723.50
GRAND TOTAL BASE BID A + ALT 1A + BASE B + ALT1B					\$9,980,775.00
Bid Total =====>					\$9,980,775.00

\*\*Notes:  
Items in Italics are Non-Additive.

ATTACHMENT "G"

ANTICIPATED DBE PARTICIPATION STATEMENT

1. FDOT LAP AGREEMENT#	2. FDOT LAP AGREEMENT AMOUNT	3. LOCAL AGENCY CONTRACT (PRIME)#	4. LOCAL AGENCY NAME ST Johns County
5. PRIME CONTRACTOR NAME Petticoat-Schmitt Civil Contractors Inc.			6. FEID NUMBER (PRIME CONTRACTOR) 26-1293750
7. CONTRACT DOLLAR AMOUNT 9,980,775.00			8. FEID NUMBER (LOCAL AGENCY)
9. IS THE PRIME CONTRACTOR A FLORIDA CERTIFIED "DBE"? (DISADVANTAGED BUSINESS ENTERPRISE)		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	10. IS THE WORK OF THIS CONTRACT CONSTRUCTION <input checked="" type="checkbox"/> OR MAINTENANCE <input type="checkbox"/> ? OTHER _____
11. REVISION (Y/N)? IF YES, REVISION#			

12. ANTICIPATED DBE SUBCONTRACTS (BELOW):

	DBE SUBCONTRACTOR OR SUPPLIER	TYPE OF WORK/SPECIALTY	DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
A	Safety Contractors Inc.	Handrail/Guardrail	112,700.00	1.13%
B				
C				
D				
E				
F			11A TOTAL DOLLARS TO DBE'S 112,700.00 <del>\$0.00</del>	11B TOTAL PERCENT OF CONTRACT 1.13% <del>0.000%</del>

**SECTION TO BE FILLED BY PRIME CONTRACTOR**

13. NAME OF SUBMITTER Ryan Schmitt		14 .DATE 10/23/13	15. TITLE OF SUBMITTER President	
16. EMAIL ADDRESS OF PRIME CONTRACTOR SUBMITTER RSchmitt@petticoatschmitt.com		17. FAX NUMBER 904-751-0988	18. PHONE NUMBER 904-751-0888	

**SECTION TO BE FILLED BY LOCAL AGENCY**

19. SUBMITTED BY		20 .DATE	21. TITLE OF SUBMITTER	
22. EMAIL ADDRESS OF SUBMITTER		23. FAX NUMBER	24. PHONE NUMBER	

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED FDOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT THE PRE CONSTRUCTION. FDOT STAFF FORWARDS THE FORM TO THE EQUAL OPPORTUNITY OFFICE.

**THE FOLLOWING SECTIONS ARE FOR FDOT LAP COORDINATOR USE**

DIST	LAP COORDINATOR NAME	DATE TO EO OFFICE (ELECTRONICALLY)	EXECUTED DATE (LAP AGREEMENT)	EXECUTED DATE (BETWEEN LOCAL AGENCY AND PRIME)	PRECON. CONF DATE.

ATTACHMENT "K"

DIVISION / SCOPE BREAKDOWN



**ATTACHMENT "K"**

**Bid No.: 13-25R – CR 210 at I-95 Phase 2 Improvements – Re-Bid**

**Division/Scope Breakdown**

In the space below, the Prime Bidder shall provide proof of self-performing Fifty Percent (50 %) of scope of work for this project as stipulated in the "Qualifications of Contractor" section above. Complete and Submit the information below with the Bid Proposal. *The total "\$ Value of the Contract" must equal the Total Lump Sum Base Bid entered on the Bid Form and the Total % must equal 100%.*

<b>Contractor/Subcontractor Name</b>	<b>Division of Work</b>	<b>\$ Value of Sub or Prime Contract</b>	<b>% of Total Prime Contractor Bid</b>
Miller Electric	Signals/Electric	327,250.00	3.28%
Superior Construction	Bridge/Kang Pond Sheeting	2,229,000.00	22.3%
Duval Asphalt	Asphalt Paving	1,473,000.00	14.76%
Curb Systems of NE FL Inc.	Concrete Curb	469,950.00	4.7%
Safety Contractors Inc.	Handrail/Guardrail/OH	112,700.00	1.13%
Rose Services Inc.	Striping	145,200.00	1.46%
Petticoat-Schmitt Civil Cont. Inc.	Clearing, grading, storm, utilities, erosion control, road construction, fence, Pond cutoff wall	5,223,675.00	52.37%
<b>GRAND TOTAL</b>		9,980,775.00	100.00%



# St. Johns County Board of County Commissioners

Purchasing Division

October 11, 2013

## ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** BID NO.: 13-25R CR 210 at I-95 Phase 2 Improvements - Rebid

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder shall ascertain before submitting a proposal that he/she has received all Addenda. *Please return a signed copy of this Addendum with Bid Proposal (1 original + 2 copies).*

ADDENDUM #1 SHALL BE INCORPORATED INTO THE AGREEMENT DOCUMENTS, PROPOSAL REQUIREMENTS, AGREEMENT FORMS, CONDITIONS OF THE AGREEMENT, AND TECHNICAL SPECIFICATIONS DATED SEPTEMBER 2013

Proposers on the Project are hereby notified that this Addendum shall be attached to and made a part of the above-named Proposal Documents and Specifications. These items shall have full force and effect as the Proposal Documents and Specifications and cost involved shall be included in the Proposal Contract Prices. Proposals to be submitted on the specified bid date shall conform with the additions/deletions/revisions listed herein.

### CONTRACT DRAWINGS

Each of the following changes is noted in the revision block at the lower left of the plan sheet, is numbered "1" corresponding to addendum 1 and is "clouded" within the drawing:

<u>Sheet</u>	<u>Description</u>	<u>Change</u>
A. 1	Key Sheet	Index of Drawings will be corrected
B. 5	Typical Sections	Note at bottom right which began "Between Sta. 420+90 and ..." has been removed.
C. 6	Typical Sections	I-95 Southbound Exit Ramp: Changed "FC 5" to "FC 12.5".
D. 8	General Notes	Utility contacts were revised for Comcast and FPL
E. 8	General Notes	Note 38 corrected to reference St. Johns County Detail 201.
F. 23	Plan and Profile	Note at Station 420+60, right, which began "See special base requirement ..." has been removed.
G. 23	Plan and Profile	Shading which indicated "full depth construction" revised to exclude bridge and approach slabs. See Sheet B1-21 for

asphalt overlay of concrete approach slabs.

- H. 24 Plan and Profile Shading which indicated "full depth construction" revised to exclude bridge and approach slabs.
- I. 75 Sampson Creek Grading Detail Removed "1.5' thick below grade" from two "Rip Rap Ditch Lining" callouts
- J. B1-1 General Notes (bridge) Corrected Note 3 to specify NGVD 1929 datum, not NAVD 88. Revised bid item Note 2.
- K. B1-12 Superstructure Plan Revised quantity of Grooving (bridge deck)
- L. B1-21 Approach Slabs Revised Standard Index references and quantities for Class II Concrete and Grooving (approach slabs)

### SCHEDULE OF VALUES

In the original advertisement, several contingency items did not have fixed quantities. All such items shall use the fixed quantities below. All contractors shall use these contingency quantities in preparing their bids.

<u>Item No.</u>	<u>FDOT Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>
21	120-1	Excavation and Removal of Contaminated Soils (contingency)	660	CY
191	N/A	16" Bell Restraint (water, contingency)	63	EA
192	N/A	16" Insert-A-Valve (contingency)	2	EA
193	N/A	16" Concrete Thrust Collar with Rods (water, contingency)	8	EA
198	N/A	Water Testing Allowance	\$10,000	LS
199	N/A	Supplemental Work Authorization (Water)	\$25,000	LS
200	N/A	A-3 Sand (Contingency)	50	CY
212	N/A	10" Bell Restraint (sewer, contingency)	35	EA
213	N/A	10" Concrete Thrust Collar with Rods (sewer, contingency)	12	EA
214	N/A	24" Bell Restraint (sewer, contingency)	2	EA
215	N/A	24" Concrete Thrust Collar with Rods (sewer, contingency)	2	EA
216	N/A	5000 Gallon Pump Truck (6 hours per conflict, contingency)	48	HR
217	N/A	Sewer Testing Allowance	\$10,000	LS
218	N/A	Supplemental Work Authorization (Sewer)	\$25,000	LS
291	N/A	16" Bell Restraint (water, contingency)	2	EA
292	N/A	16" Concrete Thrust Collar with Rods (water, contingency)	2	EA
296	N/A	10" Bell Restraint (sewer, contingency)	4	EA
297	N/A	10" Concrete Thrust Collar with Rods (sewer, contingency)	4	EA
298	N/A	5000 Gallon Pump Truck (6 hours per conflict, contingency)	12	HR

The following non-contingency item is hereby deleted from the Schedule of Values:

<u>Item No.</u>	<u>FDOT Pay Item</u>	<u>Description</u>	<u>Unit</u>
44	400-147	Composite Neoprene Pads (Base Bid A)	CY

The following non-contingency items are hereby added to the Schedule of Values:

<u>Item No.</u>	<u>FDOT Pay Item</u>	<u>Description</u>	<u>Unit</u>
44	400-7	Bridge Deck Grooving (Base Bid A)	SY
77	455-133-2	Steel Sheet Pile, Temporary (Base Bid A)	SF

210	N/A	10" Force Main Grout Filled	(Base Bid B)	LF
220	102-1	Maintenance of Traffic	(Bid Alternate 1A)	LS
245	339-1	Misc. Asph Pvt (Temp. Pav't)	(Bid Alternate 1A)	TN
250	425-11	Drainage Structure Modify Exist. (Conversion to Jct. Box)	(Bid Alternate 1A)	EA

The following non-contingency item descriptions are hereby corrected in the Schedule of Values:

<u>Item No.</u>	<u>FDOT Pay Item</u>	<u>Description</u>		<u>Unit</u>
32	334-1-23	SP-9.5 Asph Conc <u>Wearing</u> Course (PG 76-22) (1.5") (Traffic C) [Used to read "Friction" Course]	(Base Bid A)	SY
244	334-1-23	SP-9.5 Asph Conc <u>Wearing</u> (PG 76-22) (1.5") (Traffic C) [Used to read "Friction" Course]	(Bid Alternate 1A)	SY

An updated blank Excel spreadsheet of the Schedule of Values incorporating the above changes is hereby provided strictly as an aid to proposers. The proposer shall be responsible for ensuring that their submitted Schedule of Values matches the official PDF version posted with this addendum.

### **BID DOCUMENTS**

"Attachment K, Division / Scope Breakdown", is hereby added to the bid documents. Contractors shall include a completed Attachment K with their bid proposal along with all other required documents.

### **CONTRACTOR QUESTIONS**

Q1. Is there a warranty period and what is it?

A1. *The warranty period is one year for the County and one year for JEA. See the Bid Documents Page 51, 1st paragraph for JEA and Page 77, paragraph 11.2 for the County.*

Q2. Are there liquidated damages and what are they?

A2. *There are liquidated damages. See Pages 16 and 17 of the Bid Documents.*

Q3. Can optional pipe materials be utilized on this project since it is funded by FDOT? FDOT requires optional pipe materials as long min/max cover requirements are met per Index 205?

A3. *The plans require Reinforced Concrete Pipe only. See Page 10, Pay Item Note 430-175-xxx "All pipe materials shall be reinforced concrete pipe (RCP) only. No optional pipe material shall be allowed." This policy has been re-confirmed with the County Engineer.*

Q4. Regarding the pavement section at the bridge: Does the note at the bottom right hand side of plan sheet 5 regarding extra base material in the vicinity of the Sampson Creek Box Culvert apply?

**A4. *The note at the bottom right of plan sheet 5 which begins "Between Sta. 420+90 and ..." no longer applies and has been removed.***

**Q5. On plan sheet 23, just below the center line at station 420+60 there is a note regarding special base requirements per the Sampson Creek detail – no detail was found - does the note apply?**

**A5. *This note no longer applies (related to the previous question) and has been removed.***

**Q6. Plan sheet 23 and 24 appear to show asphalt and base over the proposed bridge. Bid Item Note 2 on plan sheet B1-1 indicates that pay item 400-7 includes grooving on the approach slab and on the bridge deck. There is no pay item 400-7 on the schedule of values. Please clarify the pavement section at the bridge.**

**A6. *Pay item 400-7 (Bridge Deck Grooving) has been added to the Schedule of Values under Base Bid A (county) as Item 44.***

*The asphalt and base will stop at the approach slabs. Per Index 20900 now referenced on Sheet B1-2, the approach slabs will be overlaid with 1.75" asphalt. Because friction course is not being used on the roadway pavement approaches to the bridge, Note 7 on Sheet 1 of Index 20900 is hereby replaced with the following: "Continue the asphalt pavement over the approach slab using 1.75" of SP 9.5."*

**Q7. Note 38 on plan sheet 8 indicates utility crossings shall be reconstructed in accordance with St. Johns County Detail 115A of the LDC. We were unable to locate detail 115A of the LDC. Does detail 201 of the St. Johns County Standards (attached) meet the intent of note 38? If not, please provide a copy of detail 115A.**

**A7. *The referenced to Detail 115A (now outdated) has been updated to Detail 201.***

**Q8. Does pay item note 455-133-2 on plan sheet 10 apply? There is no pay item 455-133-2 on the schedule of values.**

**A8. *The pay item note for 455-133-2 (temporary sheeting) does apply. This pay item has been added to the Schedule of Values under Base Bid A (county).***

**Q9. Please add pay item 102-1, Maintenance of Traffic, to the alternate.**

**A9. *Pay item 102-1 added to Bid Alternate 1A (county).***

**Q10. Please add pay item 339-1, Miscellaneous Asphalt Pavement (2" thick, typ.) (Temp Pav't), to the alternate.**

**A10. *Pay item 339-1 added to Bid Alternate 1A (county).***

**Q11. Please add pay item 425-11, Drainage Structure Modify Exist. (Conversion to Jct. Box), to the alternate.**

*A11. Pay item 425-11 added to Bid Alternate 1A (county)*

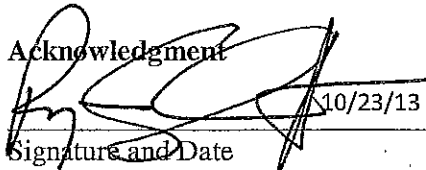
Q12. Please add a pay item for 10" Force Main Grout Filled to the base bid.

*A12. Pay item for 10" Force Main Grout Filled added to Base Bid B (JEA).*

Q13. The JEA portion of the schedule of values has contingency items for bell restraints and thrust collars. If the plans call for the contractor to provide a bell restraint or a thrust collar, will the work be paid for under a contingency item?

*A13. Yes, these will be paid for as contingency items. The quantities for these items have now been pre-set in the Schedule of Values (see above) and the contractor will be paid for the actual numbers of each installed.*

**THE BID DUE DATE REMAINS October 23, 2013 by 2:00 P.M.**

Acknowledgment  
  
Signature and Date 10/23/13

Sincerely,

Sharon L. Haluska  
Contract Administrator  
Purchasing Department

Ryan Schmitt, President

Printed Name and Title

Petticoat-Schmitt Civil Contractors Inc.

Company Name (Print)

**END OF ADDENDUM #1**

BID BOND

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Petticoat-Schmitt Civil  
Contractors, Inc.

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and  
Western Surety Company \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of  
Five Percent Bid Dollars (\$ 5% Bid Amount) 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  
October 23, 2013.

For

County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid

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 23rd day of October, A.D., 2013, 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:

Kimberly S Bryan

Orndaf.

Ryan Schmitt

PRINCIPAL:

Petticoat-Schmitt Civil Contractors, Inc.

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

President

TITLE

6380 Philips Highway

BUSINESS ADDRESS

Jacksonville, FL 32216

CITY

STATE

Western Surety Company

SURETY:

Sarah Ann Lambert

CORPORATE SURETY

Sarah Ann Lambert

ATTORNEY-IN-FACT (AFFIX SEAL)

751 Oak Street #100

BUSINESS ADDRESS

Jacksonville, FL 32204

CITY

STATE

GHG Insurance

NAME OF LOCAL INSURANCE AGENCY

END OF SECTION



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Teresita A Love, Sarah Ann Lambert, William R Hardaker, Michael David Sihle, Individually**

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of September, 2012.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

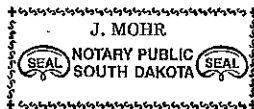
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of September, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of October, 2013.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Petticoat - Schmitt Civil Contractors, Inc.**  
**6380 Phillips Highway**  
**Jacksonville, FL 32216**

**PROJECT EXPERIENCE LIST (Current & Completed)**

Project # Prime/Sub	Name, Location and Description of Project	Scope	Owner	Date Completed	Original Contract Price	Design Engineer	Reference/Contact Address and Phone Number
08001 P	<i>Heritage Hills Pumps Station Modification</i> Middleburg, FL New 300' deep, 18" Dia Master Lift Station, gravity sewer and forcemain	12" and 20" Forcemain Master Lift Station	Clay County Utility Authority Clay County, FL	March 2009	\$1,884,550	Applied Technology 411 Pablo Ave Jacksonville Bch, FL 32250 (904) 249-8009 Office (904) 249-8007 Fax	David Bolom, P.E. 3176 Old Jennings Road Middleburg, FL 32068 (904) 213-2408 Office (904) 213-2469 Fax
08002 P	<i>Collins Road (Old Middleburg to Shindler Drive)</i> Jacksonville, FL Constructing new 2&4 Lane Urban Roadway, New Pipe Stormwater Construction (Wet detention pond), Curb and Gutter, Bike Lane, Sidewalk, Roadway Lighting and Signalization.	10,740 LF RCP; 12" PVC Watermain 32,490 SY Asphalt; 16,329 LF Curb 6027 SY Concrete Sidewalk 8470 LF Handrail & Fence New Roadway Construction Street Lighting/Signalization	City of Jacksonville & JEA Duval County, FL	February 2012	\$3,131,571	HDR/RS&H Better Jax Team 200 West Forsyth St #1700 Jacksonville, FL 32202 (904) 360-5970 Office (904) 360-5995 Fax	HDR/RS&H Better Jacksonville Roger Miller 200 West Forsyth Street, # 1700 Jacksonville, FL 32202 (904) 360-5969 Office (904) 360-5995 Fax
09001 P	<i>Pine Forest Drainage Improvements</i> Jacksonville, FL Storm drain construction, watermain, forcemain, asphalt construction, driveways, sidewalks 4.6 acre excavated pond	5000 LF; 4" - 24" Watermain 12,000 LF; 15" - 54" RCP Asphalt Paving Concrete DW & SIW Pond Excavation	City of Jacksonville & JEA Duval County, FL	December 2011	\$3,721,204	Arcadis US, Inc. 1650 Prudential Dr #400 Jacksonville, FL 32207 (904) 721-2391 Office (904) 861-2450 Fax	Robert Scott - City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8734 (904) 255-8913 Fax Dale Mills - JEA (904) 666-4454
09002 P	<i>Bay Street Towncenter &amp; Reversible Lanes Project</i> Jacksonville, FL Demo of existing sidewalks, curb & gutter, installation of new brick paver sidewalks, landscape and irrigation, milling/resurfacing, mast arm signals, overhead lane use signals, fiber optic interconnect communication.	Demo 3100 SY Conc pavement & DW 7087 SY Brick Pavers, Landscaping 1800 SY Sidewalks/Driveways Mill/Resurface, Signalization	City of Jacksonville Duval County, FL	October 2009	\$3,179,257	HDR Engineering, Inc. 200 West Forsyth St #800 Jacksonville, FL 32202 (904) 598-8964 Office	Robert Scott, PE City of Jacksonville 214 N. Hogan Street, 10th Floor Jacksonville, FL 32202 (904) 255-8734 Office (904) 255-8913 Fax
09003 P	<i>Melba-Green Drainage Improvements</i> Jacksonville, FL Storm drain construction, watermain, forcemain, asphalt construction, driveways, sidewalks, 2.2 acre excavated pond.	4100 LF; 12" - 60" RCP 5200 LF; 8" - 16" Watermain Asphalt Construction 2160 SY - Concrete DW & SIW Pond Excavation	City of Jacksonville & JEA Duval County, FL	September 2010	\$3,345,258	Stone Joca & Associates 7400 Baymeadows Way #220 Jacksonville, FL 32256 (904) 448-6300 Office (904) 448-0401 Fax	Paul Masters - City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Billy Steward - JEA (904) 655-4712
09004 S	<i>Army Aviation Facility</i> Jacksonville, FL Demolition of existing asphalt, excavation, concrete pavement, fence w/ rolling gate, storm drain, grassing	RS&H Dept. of Military Affairs St. Augustine FL	December 2009	\$145,750	RS&H 10748 Deerwood Park Blvd S. Jacksonville, FL 32256 (904) 256-2500 Office (904) 256-2501 Fax	Mickey Johnson Barton-Malow Co. 7016 Davis Creek Road Jacksonville, FL 32256 (904) 886-5377 Office (904) 886-5378 Fax	
09005 P	<i>Oceanway Towncenter Streetscape</i> Jacksonville, FL Streetscaping consists of roadway improvements, new sidewalk, curb & gutter, street lighting, fencing, park with brick pavers, seat wall, planter walls, landscape and irrigation.	33,411 SY Mill/Overlay; 4694 LF of Curb & Gutter, New Sidewalks and Driveways, Textured Crosswalks, Alumn. Fencing, Landscape Lighting, Street Lighting/Signalization	City of Jacksonville Duval County, FL	July 2010	\$1,004,975	HDR Engineering 8075 Gate Parkway #204 Jacksonville, FL 32216 (904) 737-0090 Office (904) 737-0040 Fax	Shelby Hirsch HDR Engineering/Bowen Civil 8075 Gate Parkway W, #204 Jacksonville, FL 32216 (904) 737-0090 Office (904) 737-0040 Fax

**Petticoat - Schmitt Civil Contractors, Inc.**  
**6380 Philips Highway**  
**Jacksonville, FL 32216**

**PROJECT EXPERIENCE LIST (Current & Completed)**

Project# Prime/Sub	Name, Location and Description of Project	Scope	Owner	Date Completed	Original Contract Price	Design Engineer	References/Contact Address and Phone Number
10001 S	<b>AG Station I-95 Nassau County, FL</b> Construction Manager for clearing, grading, storm drain, roadway, concrete paving, pond excavation	Construction Management	FDOT The LPA Group Tallahassee, FL	February 2011	\$183,500	The LPA Group 1320 Executive Center Drive Tallahassee, FL 32301 (850) 205-0460 Office	Alan Borden CC Borden 1019 Roselle St Jacksonville, FL 32204 (904) 354-3458 Office (904) 354-4770 Fax
10002 P	<b>San Marco Streetscape Improvements Jacksonville, FL</b> Construction of roadway improvements, stormwater collection system, landscaping/irrigation, hardscape, brick pavers, (2) roundabouts, historic street lighting, water, and sewer replacement.	25,282 SY Milling, 6442 CY 8" Conc Pavement, 3728 TN Asphalt, 16,758 LF Curb & Gutter 8293 SY Concrete Sidewalks 2771 LF RCP Storm Pipe Gravity Sewer, 8121 LF Water Main Pavement Markings, Signage, Signalization Landscaping/Irrigation, Brick Pavers, Hardscape Street Lighting, JEA Elec Duct Bank Construction	City of Jacksonville & JEA Duval County, FL	Ongoing Est Completion Sept 2013	\$7,600,000	R-A-M Professional Group 8298 Bayberry Road, #1 Jacksonville, FL 32256 (904) 731-5440 Office (904) 731-5465 Fax	Robert Scott, PE City of Jacksonville 214 N. Hogan Street, 10th Floor Jacksonville, FL 32202 (904) 265-8734 Office (904) 265-8973 Fax
10003 S	<b>Brooklyn Infrastructure Jacksonville, FL</b> Construction of pond & wall footings, including temporary sheet pile and shoring. Storm Drainage, Water and Gravity Sewer, Mill/Overlay Asphalt, Pavement Markings.	1460 LF of 15" - 72" RCP & ERCP 528 LF of Water & Gravity Sewer 4161 SY Mill/Overlay	Hallmark Partners Jacksonville, FL	June 2011	\$1,821,906	England, Thims & Miller 14775 Old St. Augustine Road Jacksonville, FL 32258 (904) 642-8990 Office (904) 646-9485 Fax	Kevin Harmon Elkins Constructors, Inc. 701 W. Adams Street Jacksonville, FL 32204 (904) 353-6500 Office (904) 387-1303 Fax
11001 P	<b>Magnolia Drainage Improvements Jacksonville, FL</b> Drainage improvements to include storm sewers, drainage structures, pavement repair, curb & gutter, sidewalk, fencing, grassing and water adjustments	969 LF of 30" - 42" RCP, Storm Structures, 4" & 8" Water Main Adjustments, 12" Sanitary Sewer Adjustments, 910 LF Fence, 243 LF Curb & Gutter	City of Jacksonville & JEA Duval County, FL	October 2011	\$454,030	Connelly & Wicker 1060 Skinner Lake Dr # 500 Jacksonville, FL 32246	Tom McKnight - City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8755 Wayne McDowell - JEA
11002 P	<b>Ocean Street Improvements Jacksonville, FL</b> Removal & Reconfiguration of pavement and sidewalks to include brick pavers, landscaping, irrigation, street lighting and pavement markings.	588 SY 6" Concrete Sidewalk, 1020 SF Brick Pavers, Landscaping/Irrigation, Street Lighting and Pavement Markings	City of Jacksonville Duval County, FL	October 2011	\$124,203	R-A-M Professional Group 8298 Bayberry Road, #1 Jacksonville, FL 32256 (904) 731-5440 Office (904) 731-5465 Fax	Robert Scott - City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8734
11004 P	<b>Kenyon Street Improvements Jacksonville, FL</b> Installation of 4" PVC-Force Main, 8" PVC Sanitary Sewer and a Low Duplex Pump Station	60 LF - 4" PVC DR18 Force Main, 260 LF of 8" PVC Sanitary Sewer, Low Duplex Pump Station	JEA Duval County, FL	November 2011	\$278,945	J. Collins Engineering 11516-3 San Jose Blvd Jacksonville, FL 32223 (904) 262-4121 Office	Carlos Manna, PE - JEA 21 West Church Street Jacksonville, FL 32202 (904) 665-4498
11005 P	<b>Nassau WRF Outfall - Phase 2 Yulee, FL</b> Installation of 16" Sewer Force Main, 16" Reclaim Water Main, 12" Outfall Piping and Valve Station	7890 LF - 16" DR25 PVC Sewer Force Main, 6700' DR25 PVC Reclaim Water Main, 1800' 0f 12" DR26 Slotted PVC Outfall Piping by open cut method.	JEA Duval County, FL	June 2012	\$1,445,442	Jordan, Jones & Goulding	Elizabeth DiMeo, PE - JEA 21 West Church Street Jacksonville, FL 32202 (904) 665-8139

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**PROJECT EXPERIENCE LIST (Current & Completed)**

Project # Prime/Sub	Name, Location and Description of Project	Scope	Owner	Date Completed	Original Contract Price	Design Engineer	Reference/Contact Address and Phone Number
11006 P	<b>SR312 @ Plantation Ave St. Augustine, FL</b> Mill & Overlay, Base & Shoulder Work, Drainage Improvements, Curb & Gutter, Signalization, Lighting and Highway Signing.	799 SY - 1-1/2" Mill & Overlay, 3100 SY Optional Base, 352 TNS SuperPave, 955 LF Curb & Gutter 356 SY 4" & 6" Concrete	FDOT St. Johns County, FL	April 2012	\$738,098	FDOT	Stephen Spittle - FDOT 1109 South Marion Ave Lake City, FL 32025 (386) 312-4834 (386) 312-4840 Fax
11007 P	<b>US-1 &amp; SR312 Intersection Improvements St. Augustine, FL</b> Roadway widening, base & shoulder work, mill and overlay, traffic separators, sidewalks, storm drainage, roadway signage and signalization.	21,000 SY Mill & Overlay 5,850 SY Asphalt Paving 758 SY Traffic Separators 488 SY Sidewalk, Concrete Islands Roadway Signs, Signalization	St. Johns County St. Augustine, FL	August 2012	\$1,642,882	Arcadis 1650 Prudential Dr #400 Jacksonville, FL 32207 (904) 721-2991 Office	Greg Caldwell - St. Johns County 2740 Industry Center Road St. Augustine, FL 32084 (904) 209-0132
11008 P	<b>Phase II - Jacksonville Beach Improvements Jacksonville Beach, FL</b> Mill & Overlay, Base & Shoulder Work, Drainage Improvements, Curb & Gutter, Streetscaping, Lighting, Water and Sewer Improvements, Striping and Signing, Restroom Facility, Roadway Brick Pavers (1) Roundabout, specialty furnishings.	3069 SY 1 1/2" Mill, rdwy demolition, 2800 TNS asphalt paving, 14872 SY concrete pavers with aggregate base, 12250 LF of curb and gutter, 705 SY 7.5" Concrete Paving 3890 SY Concrete Sidewalk Sheetpile wall, Restroom Facility, dumpster enclosures.	City of Jax Bch Duval County, FL	On-Going Est Completion July 2013	\$6,264,302	GAI Consultants 1301 Riverplace Blvd #900 Jacksonville, FL 32207 (904) 363-1110 Office	Junior Lilly - COJB 1460A Shelter Ave, Jax Bch, FL 32250 904-247-6219
11009 P	<b>New Berlin &amp; Yellow Bluff Intersection Improv Jacksonville, FL</b> Cleaning & Grubbing, Intersection Widening, Turn Lanes Base & Shoulder Work, Drainage Improvements, Curb & Gutter, Sidewalks/Driveway Construction,	12,805 SY Asphalt, 6205 SY Milling 610 LF Curb & Gutter 600 SY Sidewalks/Driveways 578 LF of 15" - 24" RCP Pipe 19 Structures	City of Jacksonville Duval County, FL	November 2012	\$672,657	Waitz & Moye 3738 Southside Blvd #101 Jacksonville, FL 32216 (904) 642-8311 Office (904) 642-8336 Fax	Robert Scott - City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8734
12001 P	<b>Lift Stations Group #4 Various Locations, St. Johns County, FL</b> Rehab of (8) existing lift stations: demo, new pumps and valves, electrical work.	Rehab of existing lift stations. 610 LF Curb & Gutter	St. Johns County St. Johns County, FL	January 2013	\$683,000	CH2M Hill Engineers 9428 Baymeadows Rd #300 Jacksonville, FL 32256 (904) 733-9119 Office	Jim Overton St. Johns County BOCC 1205 State Road 16 St. Augustine, FL 32084 (904) 209-2614 Office
12002 S	<b>Springer Controls Bldg Expansion Yulee, FL</b> Site Cleaning & Excavation, Septic Tank and Drainfield demolition/abandonment, New Lift Station, Force Main, Parking Lot Construction, Concrete Work.	New Lift Station 160 LF - 4" Force Main 306 LF - 15" to 24" HDPE 1715 SY Asphalt	RJLJWL Properties Amelia Island, FL	December 2013	\$177,666	Gillette & Associates 20 South 4th Street Fernandina Beach, FL 32034 (904) 261-8819 Office 9904) 261-9905 Fax	Mark Herron Compass Group 961687 Gateway Blvd, #201-M Amelia Island, FL 32034 (904) 261-0059 Office (904) 261-3438 Fax
12003 S	<b>Florida Public Utilities - Site Work (Propane Yard) Fernandina Beach, FL</b> Site cleaning, storm drainage, Crushcrete/Millings Parking Area, Chain Link Fencing with Swing Gate	1560 SY - Crushcrete/Milling 200 LF New Fencing w/ Swing Gate	Florida Public Utilities Amelia Island, FL	April 2012	\$44,000		Mark Herron Compass Group 961687 Gateway Blvd, #201-M Amelia Island, FL 32034 (904) 261-0059 Office

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**Jacksonville, FL 32216**

**PROJECT EXPERIENCE LIST (Current & Completed)**

Project # Prime/Sub	Name, Location and Description of Project	Scope	Owner	Date Completed	Original Contract Price	Design Engineer	Reference/Contact Address and Phone Number
12004 P	<b>Journey Church</b> Yulee, FL Pond & Site Excavation, Lift Station, Force Main, Water Service, Fire Water Service, Storm Drainage, Asphalt Parking/Striping, Sod	New Lift Station 155 LF - 2" to 4" Force Main 870 LF - 2" Water Main, 1280 LF - FM 202 LF - 15" to 36" HDPE 13 Precast Drainage Structures	Journey Church Fernandina Bch, FL	March 2013	\$915,285	Jim Lucas & Associates 1305 Cedar Street Jacksonville, FL 32207 (904) 396-3060 Office (904) 396-3456 Fax	Wes Hinton Journey Church 95707 Amelia Concourse Fernandina Beach, FL 32034 Cell # (904) 557-3632
12005 P	<b>San Jose Watermain &amp; Forcemain Replacement</b> Jacksonville, FL Replacing 4" Force Main and 8" Abestos Cement Water Main in FDOT Right of Way	2100 LF of 4" Force Main 2500 LF of 8" DI Wm Roadway Trench Patch	JEA Duval County, FL	March 2013	\$536,907	ATM 411 Pablo Circle Jacksonville Bch, FL 32250 (904) 249-8009 Office (904) 249-8007 Fax	Becky Cook, PE JEA 21 West Church Street Jacksonville, FL 32202 (904) 665-4086 Office
12006 P	<b>Baptist Medical Center (Palm Ave &amp; Parking Lot)</b> Jacksonville, FL Streetscaping of Palm Ave and constructing new Boulevard thru existing parking lot. New Asphalt, concrete sidewalk, brick pavers, storm drainage,	Demo of Parking Lot, New Asphalt Conc Sidewalk, Brick Pavers Landscape/Irrigation Street Lighting	Baptist Med Center Jacksonville, FL	Nov 2013	\$1,167,576	R-A-M Professional Group 8298 Bayberry Road, #1 Jacksonville, FL 32256 (904) 731-5440 Office (904) 731-5465 Fax	Paul Singletary Baptist Health Center 900 Prudential Drive Jacksonville, FL 32207 (904) 202-1525 Office
12007 P	<b>Putnam County Industrial Park PH-2A</b> Putnam County, FL 23 AC Clearing/Grubbing, 1.5 AC Excavated Pond New 2-lane roadway, storm drainage, box culvert guardrail, pavement markings, signage	3600 LF of New 2-Lane Roadway 23 Acres of Clearing & Grubbing 1.5 Acre new pond excavation 3480 LF of 18" - 54" RCP 21 Inlets/Manholes 10'0 x 10'0 Box Culvert w/Skimmer	Putnam Cty Putnam County, FL	On-going Est Completion Sept 2013	\$1,581,973	AMEC Environmental & Infrast. 2000 E. Edgewood Dr #215 Lakeland, FL 33803 (863) 667-2345 Office (863) 687-2662 Fax	Felipe Rivera Putnam County Public Works PO Box 310 East Palatka, FL 32131 (386) 329-0386 Office
12008 S	<b>FDOT SR 16 (7244)</b> St. Johns County, FL Base Work, Shoulder Treatment, Storm Drainage, Curb & Gutter, Concrete Sidewalks, H/C Ramps, Traffic Signals, Guardrail, Retaining Walls Roadway Signs	9755 SY Stabilization 17,771 SY Concrete Sidewalks 1600 LF of 15" to 42" RCP MES/Inlets	FDOT St. Johns County, FL	On-going Est Completion Sept 2013	\$2,584,140	DRMP, Inc. Colette Moss, PE 941 Lake Baldwin Lnse Orlando, FL 32814 (407) 896-0594 Office (407) 896-4836 Fax	Steve Britton Hubbard Construction Company 5154 Edward Street Jacksonville, FL 32254 (904) 786-1020 Office
13001 S	<b>Publix @ Sawgrass Village</b> Ponte Vedra Beach, FL Demo of existing asphalt parking lot. New asphalt, curb & gutter, storm drainage, water main, sewer, and firemain.	12,682 SY of Asphalt 2,343 LF of 3'-18" PVC Storm and 18-24" RCP 1881 LF - Watermain	Sawgrass Village Shopping Ctr, LLC Ponte Vedra Bch, FL	On-Going Est Completion Oct 2013	\$1,064,096		Josh Spooner Hawkins Construction, Inc. PO Box 1636 Tarpon Springs, FL 34688 (727) 938-9179 Office.
13002 P	<b>FDOT SR202 (E2R15) Butler Blvd @ Hodges Blvd</b> Jacksonville, FL Milling/Resurfacing, Shoulder Work, Drainage, Traffic Signals, Lighting, Roadway Signs, Guardrail, Concrete Sidewalks	13,397 SY Milling & Resurfacing 4511 SY Asphalt Work 439 LF Storm Pipe	FDOT Jacksonville, FL	On-Going Est Completion Nov 2013		FDOT James Driggers, PE D2 Roadway Design Office 1109 South Marion Ave Lake City, FL 32025	Chris Beury, PE JEAcas 1100 Cesery Blvd, 2nd Floor Jacksonville, FL 32211 (904) 380-6546 Office

**Petticoat - Schmitt Civil Contractors, Inc.**  
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**PROJECT EXPERIENCE LIST (Current & Completed)**

Project # Prime/Sub	Name, Location and Description of Project	Scope	Owner	Date Completed	Original Contract Price	Design Engineer	Reference/Contact Address and Phone Number
13003 P	<b>Kings Ave Driveway (Homewood Suites)</b> Jacksonville, FL Cut in new exit driveway. Asphalt, Concrete, Pavement Marking, Roadway Signage		Chase Properties Jacksonville, FL	July 2013	\$54,781		Mike Balanky Chase Properties 3728 Philips Highway, Suite #360 Jacksonville, FL 32207
13004 P	<b>SR16 Water Main Relocation</b> St. Johns County, FL Relocate existing Watermain via Open Cut Installation	579 LF - 16" Watermain 509 LF - Grout Filled 16" Watermain	St. Johns County	July 2013	\$154,781	St. Johns County Utility Department 1205 State Road 16 St. Augustine, FL 32084 (904) 209-2624 Office	Larry Miller, PE St. Johns County Utility Department 1205 State Road 16 St. Augustine, FL 32084 (904) 209-2624 Office
13005 P	<b>Carder &amp; Kingbury FM &amp; WM Relocation</b> Jacksonville, FL Replacement of existing aging forcemain and galvanized water main.	3661 LF 6"-12" Watermain 4956 LF 10"-16" Sewermain 300 SY Conc. Driveways/Sidewalks	JEA Jacksonville, FL	On-Going Est Completion March 2014	\$1,432,252	CDM Smith, Inc. 8381 Dix Ellis Trail #400 Jacksonville, FL 32256 (904) 731-7109	Thomas Hamilton JEA 21 West Church Street Jacksonville, FL 32202
13006 P	<b>Balis Park (San Marco Square)</b> Jacksonville, FL Rehabilitation of Existing Square in San Marco Brick Pavers, Concrete Sidewalk, Curb & Gutter	2012 SF Brick Pavers 214 SF Concrete Sidewalk	San Marco Preservation Society Jacksonville, FL	On-Going Est Completion July 2013	\$23,615	Doug Skiles, PE Envision Design & Engineering 2002 San Marco Blvd, #203 Jacksonville, FL 32207 (904) 881-6145 Office	Doug Skiles, PE Envision Design & Engineering 2002 San Marco Blvd, #203 Jacksonville, FL 32207 (904) 881-6145 Office
13007 P	<b>FDOT SR228 (72494) Normady Blvd @ I-295</b> Jacksonville, FL Milling & Resurfacing, Base Work, Lane Widening, Curb & Gutter, Traffic Signs, Lighting, Highway Signing, Guardrail and Gravity Wall, Traffic Separators	7652 SY - Milling & Resurfacing 4195 SY Lane Widening 1023 LF Curb & Gutter Lighting & Signalization	FDOT Jacksonville, FL	On-Going Est Completion April 2014	\$939,461	James Schlotzman, PE RK&K 3504 Lake Lynda Drive #165 Orlando, FL 32817 (321) 397-7820 Office	Shannon Mobley, Proj. Administrator GPI Southeast, Inc. 1010 E Adams St #140 Jacksonville, FL 32202 (904) 355-6948 Office

**DRAFT**

**STANDARD AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR  
(1992 EDITION, REVISED 10/3/13)**

This Agreement is made \_\_\_\_\_, 20\_\_ by and between St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 (hereafter referred to as the "Owner") and Petticoat-Schmitt Civil Contractors, Inc., 6380 Philips Highway, Jacksonville, FL 32216 (p) (904) 751.0888 (f) (904) 751-0988 hereinafter referred to as the "Contractor") under seal for Construction of Bid No 13-25R County Road 210 at Interstate 95 – Phase 2 Improvements Re-Bid 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): Bid Documents, Addendum 1, Bonds and Insurances.

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

**1.3 Entire Agreement**

1.3.1 The Contract, together with the Contractor's Public Construction Bond (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 Agreement supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

**1.4 No Privity with Others**

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

**1.5 Intent and Interpretation**

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

for the Contract Price.

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

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

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

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

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

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

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

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

## **1.6 Ownership of Contract Documents**

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



authorization.

## ARTICLE II THE WORK

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

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

The Scope of Work for this project shall generally include furnishing all labor, materials, equipment and other items necessary for the additional of one through lane of travel in each direction on County Road 210, replacement of the Sampson Creek box culvert with a bridge and installation of steel sheet pile wall into an existing pond. Additional improvements shall consist of but not be limited to curb and gutter work, traffic signal mastarms, overhead sign structures, and pond expansion. Within the same bid but funded separately by JEA will be water main and force main relocations. Relocation of adjacent private utilities by others shall be accommodated. All work shall be performed specifically in accordance with the specifications and drawings. NOTE: JEA relocation of water main and force is not part of this contract and the contractor shall be required to contract separately and directly with JEA for all work associated with those relocations.

## ARTICLE III CONTRACT TIME

### 3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **Three Hundred & Sixty-Five (365)** consecutive calendar days. Final Completion shall be **Twenty (20)** consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of \$ **3,057.00** 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 Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer

applicable, as liquidated damages.

### **3.2 Substantial Completion**

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

### **3.3 Time is of the Essence**

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

## **ARTICLE IV CONTRACT PRICE**

### **4.1 The Contract Price**

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a Lump Sum Base Bid - \$8,514,408.79 + Lump Sum Alternate 1-A - \$892,642.71 = Total Lump Sum \$9,407,051.50 & 50/Cents (\$9,407,051.50). The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

## **ARTICLE V PAYMENT OF THE CONTRACT PRICE**

### **5.1 Schedule of Values**

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

### **5.2 Payment Procedure**

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

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

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the

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

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

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

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

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

5.2.4 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 Agreement.

### **5.3 Withheld Payment**

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

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

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

### **5.4 Unexcused Failure to Pay**

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

### **5.5 Substantial Completion**

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

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

### **5.6 Final Completion and Final Payment**

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it

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

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

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

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

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

## **ARTICLE VI THE OWNER**

### **6.1 Information, Services and Things Required from Owner**

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

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall

obtain all approvals, easements, and the like required for construction.

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

## **6.2 Right to Stop Work**

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

## **6.3 Owner's Right to Perform Work**

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

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

## **ARTICLE VII THE CONTRACTOR**

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

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

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

## **7.4. Warranty**

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

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and

shall give and maintain any and all notices required by applicable law pertaining to the Work.

**7.6 Supervision**

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

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

Name	Function
_____	_____
_____	_____
_____	_____

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

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

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

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

**7.9 Product Data and Samples**

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

**7.10 Cleaning the Site and the Project**

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

## **7.11 Access to Work**

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

## **7.12 Indemnity**

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

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

## **7.13 Safety**

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

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

## **ARTICLE VIII CONTRACT ADMINISTRATION**

### **8.1 Project Director**

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

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

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



progress of the Work with reasonable promptness on request of the Contractor.

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

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

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

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

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

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

## **8.2 Claims by the Contractor**

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

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

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

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

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

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

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

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

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

### **8.3 Field Orders**

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

## **ARTICLE IX SUBCONTRACTORS**

### **9.1 Definition**

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

## **9.2 Award of Subcontracts**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project (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 Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

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

### **10.2 Change Order Defined**

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

### **10.3 Changes in the Contract Price**

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

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall 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 Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

#### **10.5 Effect of Executed Change Order**

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

#### **10.6 Notice to Surety; Consent**

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

### **ARTICLE XI UNCOVERING AND CORRECTING WORK**

#### **11.1 Uncovering Work**

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

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

#### **11.2 Correcting Work**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Agreement. The Contractor shall pay all costs and

expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

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

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

### **11.3 Owner May Accept Defective or Nonconforming Work**

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance 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 Agreement and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

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

### **12.2 Termination by the Owner**

12.2.1 For Convenience

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

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

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

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

(b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;

(d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;

(e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

## **12.2.2 For Cause**

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public

authority having jurisdiction, or otherwise substantially violates a material provision of this Agreement, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

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

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

### ARTICLE XIII INSURANCE

#### 13.1 Contractor's Insurance:

##### Insurance

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

- a) **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.
- b) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such

operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.

- c) **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d) **Umbrella or Excess Liability:** The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

## **ARTICLE XIV MISCELLANEOUS**

### **14.1 GOVERNING LAW AND VENUE**

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

### **14.2 Successors and Assigns**

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

### **14.3 Surety Bonds**

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

### **14.4. Safety of Persons and Property**

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

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

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to



Contractor's operations shall be repaired at no cost to the Owner.

## **ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY**

### **15.1 Contractor's Employment Opportunity**

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

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

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

## **ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS**

### **16.1 Apprenticeship Law (Chapter 446, Florida Statutes)**

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

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

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

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

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

trainees, other apprentices or trainees and journeymen.

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

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

## **ARTICLE XVII** **ACCESS TO RECORDS**

### **17.1 Access To Records (Chapter 119, Florida Statutes)**

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

17.2 In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, the Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

17.3 Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

**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.

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**Contract No.: Bid No 13-25R – County Road 210 at Interstate 95-Phase 2 Improvements Re-Bid**

**Owner**

St. Johns County (Seal)

(Typed Name)

By: \_\_\_\_\_

Signature

Dawn Cardenas, Purchasing Manager  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**Cheryl Strickland, Clerk of Courts**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**Legally Sufficient:**

\_\_\_\_\_  
Senior Assistant County Attorney

Date: \_\_\_\_\_

**Contractor**

Petticoat-Schmitt Civil Contractors, Inc.  
(Seal)

(Typed Name)

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution