

RESOLUTION NO. 2014 - 220

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 14-91; TO EXECUTE AN AGREEMENT FOR DOBBS ROAD/KINGS ESTATE/KINGS ROAD INTERSECTION RE-ALIGNMENT; AND TO TRANSFER FUNDS FOR COMPLETION OF THE WORK

RECITALS

WHEREAS, the County desires to enter into a contract with Petticoat-Schmitt Civil Contractors, Inc. to provide services for construction of Dobbs Road/Kings Estate/Kings Road Re-Alignment; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for roadway re-alignment, utility relocations and traffic signal construction; 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 County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto and incorporated herein), and finds that entering into the contract serves a public purpose.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

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 his designee, is hereby authorized to award Bid No.14-91 Dobbs Road/Kings Estate/Kings Road Re-Alignment to, Petticoat-Schmitt Civil Contractors, Inc. as the lowest responsive, responsible bidder.

Section 3. The County Administrator, or designee, is further authorized to execute a contract in substantially the same form and format as attached with Petticoat-Schmitt Civil Contractors, Inc. on behalf of the County for the completion of the Dobbs Road/Kings Estate/Kings Road Re-Alignment as specifically provided in Bid No 14-91.

Section 4. The County Administrator, or designee is further authorized to transfer Impact Fee Reserve funds in the amount of \$300,000 to complete work associated with the traffic signalization and to provide contingency funds.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of August, 2014.

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

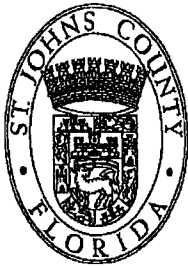
By: [Signature]
John H. Morris - Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 8/21/14





ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Press Tompkins, County Engineer
FROM: Sharon Haluska, Contract Manager
SUBJECT: Transmittal of Bids Received for Bid No. 14-91, Dobbs Road/Kings Estate/Kings
Road Intersection Realignment
DATE: July 16, 2014

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 _____

Date

7-17-14

Budget Amount

\$2,635,225

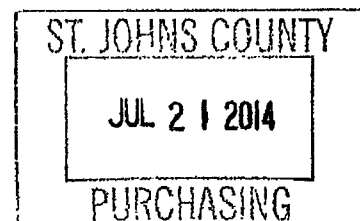
Account Funding Title IMPACT FEES ZONE C

Funding Charge Code 1191-56320-5164-56301

Award to PETTICOTT-SHUTT CIVIL CONTRACTORS, INC.

Award Amount

\$2,376,763.72





ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Press Tompkins, County Engineer
FROM: Sharon Haluska, Contract Manager
SUBJECT: Transmittal of Bids Received for Bid No. 14-91, Dobbs Road/Kings Estate/Kings Road Intersection Realignment
DATE: July 16, 2014

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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 Scott Jujig
Date 7-21-14
Budget Amount \$495,000 - \$214,000 | \$281,000
Account Funding Title Dobbs Road Sewer | Dobbs Road water
Funding Charge Code 4488-56302-6512-56306 | 4488-56302-6173-56306
Award to Petticoat-Smith Civil Contractors, Inc
Award Amount \$420,824.19

RECEIVED ST. JOHNS
COUNTY PURCHASING
2014 JUL 21 PM 1 38

**ST. JOHNS COUNTY
BID TABULATION**

OPENED BY JAIME LOCKLEAR
 TABULATED BY YVETTE CANDLER
 VERIFIED BY _____

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

BID TITLE DOBBS ROAD/KINGS ESTATE/KINGS ROAD INTERSECTION
 REALIGNMENT

BID NUMBER 14-91

OPENING DATE/TIME July 16, 2014 2:00 PM

POSTING DATE/TIME 07/16/14 3:00 PM
 UNTIL 07/21/14 3:00 PM

BIDDERS	BASE BID "A" ROADWAY CONSTRUCTION TOTAL LUMP SUM PRICE	BASE BID "B" UTILITIES CONSTRUCTION TOTAL LUMP SUM PRICE	TOTAL LUMP SUM BID PRICE	ALTERNATE # 1 TRAFFIC SIGNAL CONSTRUCTION TOTAL LUMP SUM PRICE	BID BOND	ADDENDUM # 1	ADDENDUM #2	ADDENDUM # 3
V.J. USINA CONTRACTING INC	\$2,355,550.00	\$417,750.00	\$2,773,300.00	\$232,950.00	YES	YES	YES	YES
J.B. COXWELL CONTRACTING INC	\$2,576,725.25	\$395,512.00	\$2,972,237.25	\$196,847.00	YES	YES	YES	YES
PETTICOAT- SCHMITT CIVIL CONTRACTORS INC	\$2,166,499.68	\$420,824.19	\$2,587,323.87	\$210,264.04	YES	YES	YES	YES

BID AWARD DATE - _____

BID NO.: 14-91

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, July 16, 2014**, St. Johns County Purchasing Dept. located in the St. Johns Co Administration Bldg at **500 San Sebastian View, St. Augustine, Florida 32084** (904) 209-0150 for construction of the **Dobbs Road/Kings Estate/Kings Road Intersection Realignment**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids must be delivered or received in the Purchasing Department by the 2:00 P.M. deadline.

Scope of Work: The scope of work for this project shall include all labor, materials, equipment and other items necessary to construct a new alignment of Kings Road to one intersection at Dobbs Road and Kings Estate Road. The intersection will be plateaued and signalized. Construct curb and gutter roadway for Kings Estate Road, Dobbs Road and a portion of Kings Road with curb inlets and back-of-sidewalk inlets. Replace rural driveways with urban driveways. The drainage design includes two interconnected stormwater treatment ponds. The drainage design also includes cross drains and a major conveyance ditch as well as several side drain replacements along Kings Road south of the new road construction. The roadway design also includes 2 sections of gravity wall along Dobbs Road. The utility design includes new watermain and forcemain within the project limits. The existing watermain and forcemain cannot be taken out of service until the replacement lines are functional. Coordination will be necessary with AT&T for fiber optic relocation, FP&L for power pole/line relocation, SJC Utilities for WM and FM shut-offs, and the affected private property owners. All work shall be performed in accordance with the plans and specifications.

There will be a **Non-Mandatory** Pre-Bid Conference on **Thursday, June 19, 2014 at 9:30 a.m.** at St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, FL 32013. Interested bidders are highly encouraged to receive and review the bid documents PRIOR to the meeting and be prepared with questions.

Minimum Qualifications: Prime bidders must be fully licensed to conduct business in the State of Florida and successfully constructed a minimum of three (3) similar projects in the past five (5) years of the same type, size and dollar value of the project proposed in this bid. The prime or subcontracting performing the **Utility** scope of the Project must hold either a current Certified General Contractor or Underground Utility Contractor license at the time the bid is submitted. The prime and/or sub-contractors performing the **Roadway** scope of work in any or all of the following work classes must be currently pre-qualified by the Florida Dept. of Transportation (FDOT): 1) Grading 2) Drainage 3) Flexible Paving 4) Traffic Signals. The FDOT pre-qualified prime and/or sub-contractor(s) shown on Bid Proposal Attachment "C" shall be required to perform the work for which they have been designated. Proof of all experience and qualifications shall be provided in the form of the Bid Proposal attachments and will be verified upon receipt of the bids. Proof of licensing and prior experience must be submitted with the bid.

Bid Documents may be obtained from **Melody Osborne 904-721-2991** or Email: **Melody.Osborne@arcadis-us.com** at ARCADIS, 1650 Prudential Drive, Suite 400, Jacksonville, Florida 32207, for the sum of **\$100.00** per set, which is non-refundable. Make checks payable to ARCADIS. A CD in PDF format will be provided to all firms who purchase a hard copy set. In the event of a discrepancy, dimensions, scale and all other relevant data on hard copy sets shall take precedence.

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.sjcf1.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

All questions relative to this project shall be directed in writing to Christian Gyle, Arcadis via email to Christian.Gyle@arcadis-us.com. All questions must be received by the designated contact on or before 4:00 P.M., Monday, June 30, 2014.

Designated Points of Contact:

1. Christian Gyle, Arcadis (904) 861-2891 or Christian.Gyle@arcadis-us.com
2. Sharon Haluska, SJC Purchasing Dept. (904) 209-0156 or shaluska@sjcf1.us

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

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

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

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

BY: _____
Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

June 25, 2014

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-91 - - Dobbs Road/Kings Estate/Kings Road Intersection Realignment

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

Change/Clarifications:

Roadway Scope:

1. 1. ROADWAY PLANS SHEETS – Roadway plans sheets 48, 51, 52 and 54 have been revised. (See Attachment 10 for revisions as shown)

Utility Scope:

2. ADD Section 02550 WATER AND WASTEWATER SYSTEM CONSTRUCTION (See Attachment 2) in its entirety and Project Specifications Table of Contents – revised (See Attachment 8).
3. SECTION 01010 (See Attachment 3) –
 - a. 01010, Paragraph 1.02, A – ADD the words “SJCUD Manual of Water, Wastewater and Reuse Design Standards” between the words “Plans” and “Specifications” in the last sentence.
 - b. 01010, Paragraph 1.03 A – ADD “2. Florida Department of Environmental Protection permits for water and wastewater pipelines”
4. SECTION 01700 (See Attachment 4) –
 - a. 01700, Paragraph 1.05, B – DELETE the words “on Mylar” from the first sentence.
 - b. 01700, Paragraph 1.06, A- DELETE the words “and One (1) set of signed Mylar as-built drawings, both of” from the first sentence.
 - c. 01700 Attachment – REPLACE attachment titled “As-built Certification By Registered Professional Engineer of Record” with attachment titled “St. Johns County Utility Department Certification As-built” (See Attachment 5)
5. SECTION 101 - Paragraph 4 .1 – ADD “Comcast Cable” to list of utility owners/operators that may have utilities within or adjacent to the site. (See Attachment 6)
6. UTILITY PLANS SHEETS – Utility plans sheets UT-02, UT-06, UT-07 and G-1 have been revised. (See Attachment 11 for revisions as shown)

General:

1. NOTICE TO BIDDERS - Scope of Work -- DELETE the words "and forcemain" from the sentence that reads "The existing watermain and forcemain cannot be taken out of service until the replacement lines are functional." and ADD a sentence that reads "The forcemain, when isolated, can be taken out of service." (See Attachment 7)
2. BID DOCUMENTS SECTION 00100 INSTRUCTION TO BIDDERS -- Substitutions -- Substitutions shall be considered during the bid process provided substitution requests are submitted in accordance with this section and on or before the specified deadline for questions, Monday, June 30, 2014 by 4:00 p.m.
3. SECTION 01600 -- Substitutions -- A. Engineer will consider substitutions only "after date of the Owner-Contractor Agreement when written substitution requests are reviewed and approved by the Owner prior to implementation and are in the best interest of the project. (See Attachment 1)
4. GEOTECHNICAL REPORT - Report of Geotechnical Exploration Kings Estate Road / Dobbs Road Intersection Improvements prepared by Ellis and Associates, Inc., dated July 31, 2007 and October 31, 2008 are provided in Attachment 9 for your information.

THE BID DUE DATE IS: Wednesday, July 16, 2014 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

Attachments:

1. Section 01600 ✓
2. Section 02550 ✓
3. Section 01010 ✓
4. Section 01700 ✓
5. As-Built Certification ✓
6. Section 101 ✓
7. Notice to Bidders ✓
8. Project Specifications -- Table of Contents ✓
9. Geotechnical Report ✓
10. Roadway Plan Sheets -- Revised
11. Utility Plan Sheets - Revised

END OF ADDENDUM #1

1.05 STORAGE AND PROTECTION

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

1.06 PRODUCT OPTIONS

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

1.07 SUBSTITUTIONS

- A. Engineer will consider substitutions only "after date of the Owner-Contractor Agreement when written substitution requests are reviewed and approved by the Owner prior to implementation and are in the best interest of the project.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

BID NO. 08-XXX

SECTION 02550

WATER AND WASTEWATER SYSTEM CONSTRUCTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Construct the water and wastewater system in accordance with the details shown and the requirements of the St. Johns County Utilities Department.

1.2 REFERENCE STANDARD

- A. All materials, installation and field testing shall be in accordance with the *St. Johns County Utility Department Manual of Water, Wastewater and Reuse Design Standards & Specifications*, latest edition and revisions thereto.
- B. The above referenced *St. Johns County Utility Department Manual of Water, Wastewater and Reuse Design Standards and Specifications* are hereby made a part of these specifications and shall govern the water and wastewater system construction as if written herein.
- C. Contractor shall secure a copy of the *St. Johns County Utility Department Manual of Water, Wastewater and Reuse Design Standards and Specifications* from:

St. Johns County Utilities Department
1205 State Road 16
St. Augustine, Florida 32084

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 INTENT OF CONTRACT

- A. The intent is to provide for the construction and completion in every detail of the work described in the Contract. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies, required to complete the work in accordance with the Plans, SJCUD Manual of Water, Wastewater and Reuse Design Standards, Specifications, permit requirements and terms of the Contract.

1.03 WORK BY OWNER

- A. The Owner has received or has applied for and expects to receive, prior to construction, permits from the following agencies:
 - 1. St. Johns River Water Management District Storm Water Permit.
 - 2. Florida Department of Environmental Protection permits for water and wastewater pipeline
- B. In addition to the requirements of the drawings and specifications, all work shall comply with the requirements and conditions of the above listed permits.

1.04 WORK BY CONTRACTOR

- A. The Contractor shall obtain and pay all fees and charges for the permits required by authorities having jurisdiction. Such permits include, but are not limited to:
 - 1. St. Johns County Engineering Division Right-of-Way (approx. cost: \$1000).
 - 2. NPDES.
 - 3. Clearing.
 - 4. Burning.
 - 5. Disposal.
 - 6. Dewatering.
- B. In addition to the requirements of the drawings and specifications, all work shall comply with the requirements and conditions of the above listed permits.

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

1.05 PROJECT RECORD DOCUMENTS

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

1.06 CLOSEOUT SUBMITTALS

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

PART 2 - PRODUCTS



**ST. JOHNS COUNTY UTILITY DEPARTMENT
CERTIFICATION AS-BUILT**



AS BUILT									
INFORMATION PROVIDED BY: _____									
Date	_____								
Name:	_____								
Address:	_____								
Phone#:	_____								
IN ACCORDANCE WITH CHAPTER 471, FLORIDA STATUTES, I HEREBY CERTIFY THAT THE <table style="width:100%; border:none;"> <tr> <td>_____ Pavement</td> <td>_____ Water Main</td> </tr> <tr> <td>_____ Curb & Gutter</td> <td>_____ Force Main</td> </tr> <tr> <td>_____ Storm & Drainage System</td> <td>_____ Sanitary Gravity System</td> </tr> <tr> <td>_____ Underdrain Connections</td> <td>_____ Lift Station</td> </tr> </table> ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS. SIGNATURE: _____ NAME: _____ FLORIDA PROFESSIONAL ENGINEER NO. _____		_____ Pavement	_____ Water Main	_____ Curb & Gutter	_____ Force Main	_____ Storm & Drainage System	_____ Sanitary Gravity System	_____ Underdrain Connections	_____ Lift Station
_____ Pavement	_____ Water Main								
_____ Curb & Gutter	_____ Force Main								
_____ Storm & Drainage System	_____ Sanitary Gravity System								
_____ Underdrain Connections	_____ Lift Station								
AS BUILT									
INFORMATION PROVIDED BY: _____									
Date	_____								
Name:	_____								
Address:	_____								
Phone#:	_____								
I HEREBY CERTIFY THAT THE <table style="width:100%; border:none;"> <tr> <td>_____ Pavement</td> <td>_____ Water Main</td> </tr> <tr> <td>_____ Curb & Gutter</td> <td>_____ Force Main</td> </tr> <tr> <td>_____ Storm & Drainage System</td> <td>_____ Sanitary Gravity System</td> </tr> <tr> <td>_____ Underdrain</td> <td>_____ Lift Station</td> </tr> </table> ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THESE "AS-BUILT" DRAWINGS AND MEET THE MINIMAL TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES. DATE OF FIELD SURVEY _____ SIGNATURE: _____ NAME: _____ FLORIDA REG. LAND SURVEYOR'S NO. _____		_____ Pavement	_____ Water Main	_____ Curb & Gutter	_____ Force Main	_____ Storm & Drainage System	_____ Sanitary Gravity System	_____ Underdrain	_____ Lift Station
_____ Pavement	_____ Water Main								
_____ Curb & Gutter	_____ Force Main								
_____ Storm & Drainage System	_____ Sanitary Gravity System								
_____ Underdrain	_____ Lift Station								
AS BUILT									
INFORMATION PROVIDED BY: _____									
Date	_____								
Name:	_____								
Address:	_____								
Phone#:	_____								
I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF: <table style="width:100%; border:none;"> <tr> <td>_____ Pavement</td> <td>_____ Water Main</td> </tr> <tr> <td>_____ Curb & Gutter</td> <td>_____ Force Main</td> </tr> <tr> <td>_____ Storm & Drainage System</td> <td>_____ Sanitary Gravity System</td> </tr> <tr> <td>_____ Underdrain</td> <td>_____ Lift Station</td> </tr> </table> ARE IN ACCORDANCE WITH THE APPROVED PLANS AND SJUD SPECIFICATIONS, UNLESS OTHERWISE APPROVED BY THE SJUD. <div style="text-align: center;"> _____ Contractor's Signature _____ Contractor's State License Number </div>		_____ Pavement	_____ Water Main	_____ Curb & Gutter	_____ Force Main	_____ Storm & Drainage System	_____ Sanitary Gravity System	_____ Underdrain	_____ Lift Station
_____ Pavement	_____ Water Main								
_____ Curb & Gutter	_____ Force Main								
_____ Storm & Drainage System	_____ Sanitary Gravity System								
_____ Underdrain	_____ Lift Station								

4. EXISTING UTILITIES - NOTIFICATIONS AND COORDINATION

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

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

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

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

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

4.5 Coordination:

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

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

END OF SECTION

BID NO.: 14-91

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, July 16, 2014, St. Johns County Purchasing Dept. located in the St. Johns Co Administration Bldg at 500 San Sebastian View, St. Augustine, Florida 32084 (904) 209-0150 for construction of the Dobbs Road/Kings Estate/Kings Road Intersection Realignment. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids must be delivered or received in the Purchasing Department by the 2:00 P.M. deadline.

Scope of Work: The scope of work for this project shall include all labor, materials, equipment and other items necessary to construct a new alignment of Kings Road to one intersection at Dobbs Road and Kings Estate Road. The intersection will be plateaued and signalized. Construct curb and gutter roadway for Kings Estate Road, Dobbs Road and a portion of Kings Road with curb inlets and back-of-sidewalk inlets. Replace rural driveways with urban driveways. The drainage design includes two interconnected stormwater treatment ponds. The drainage design also includes cross drains and a major conveyance ditch as well as several side drain replacements along Kings Road south of the new road construction. The roadway design also includes 2 sections of gravity wall along Dobbs Road. The utility design includes new watermain and forcemain within the project limits. The existing watermain cannot be taken out of service until the replacement lines are functional. **The forcemain, when isolated, can be taken out of service.** Coordination will be necessary with AT&T for fiber optic relocation, FP&L for power pole/line relocation, SJC Utilities for WM and FM shut-offs, and the affected private property owners. All work shall be performed in accordance with the plans and specifications.

There will be a **Non-Mandatory Pre-Bid Conference on Thursday, June 19, 2014 at 9:30 a.m.** at St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, FL 32013. Interested bidders are highly encouraged to receive and review the bid documents PRIOR to the meeting and be prepared with questions.

Minimum Qualifications: Prime bidders must be fully licensed to conduct business in the State of Florida and successfully constructed a minimum of three (3) similar projects in the past five (5) years of the same type, size and dollar value of the project proposed in this bid. The prime or subcontracting performing the **Utility** scope of the Project must hold either a current Certified General Contractor or Underground Utility Contractor license at the time the bid is submitted. The prime and/or sub-contractors performing the **Roadway** scope of work in any or all of the following work classes must be currently pre-qualified by the Florida Dept. of Transportation (FDOT): 1) Grading 2) Drainage 3) Flexible Paving 4) Traffic Signals. The FDOT pre-qualified prime and/or sub-contractor(s) shown on Bid Proposal Attachment "C" shall be required to perform the work for which they have been designated. Proof of all experience and qualifications shall be provided in the form of the Bid Proposal attachments and will be verified upon receipt of the bids. Proof of licensing and prior experience must be submitted with the bid.

Bid Documents may be obtained from Melody Osborne 904-721-2991 or Email: Melody.Osborne@arcadis-us.com at ARCADIS, 1650 Prudential Drive, Suite 400, Jacksonville, Florida 32207, for the sum of \$100.00 per set, which is non-refundable. Make checks payable to ARCADIS. A CD in PDF format will be provided to all firms who purchase a hard copy set. In the event of a discrepancy, dimensions, scale and all other relevant data on hard copy sets shall take precedence.

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/OpenBids.aspx. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

All questions relative to this project shall be directed in writing to Christian Gyle, Arcadis via email to Christian.Gyle@arcadis-us.com. All questions must be received by the designated contact on or before 4:00 P.M., Monday, June 30, 2014.

Designated Points of Contact:

1. Christian Gyle, Arcadis (904) 861-2891 or Christian.Gyle@arcadis-us.com
2. Sharon Haluska, SJC Purchasing Dept. (904) 209-0156 or shaluska@sjcfl.us

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

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

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

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

BY: _____
Deputy Clerk

PROJECT SPECIFICATIONS

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

- 02530 -- Dewatering

- 02550 -- Water and Wastewater System Construction

APPENDIX

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

Geotechnical Report

**REPORT OF
GEOTECHNICAL EXPLORATION
KINGS ESTATE ROAD / DOBBS ROAD INTERSECTION IMPROVEMENTS
ST. AUGUSTINE, FLORIDA
E&A PROJECT NO. 1637-0016**

Prepared for:

ARCADIS US, Inc.
1650 Prudential Drive, Suite 400
Jacksonville, Florida, 32207

Prepared by:

Ellis & Associates, Inc.
7064 Davis Creek Road
Jacksonville, Florida 32256

July 31, 2007



Ellis & Associates Inc.

Environmental ■ Geotechnical ■ Materials Testing
Integrated Engineering Services

July 31, 2007

ARCADIS US, Inc.
1650 Prudential Drive, Suite 400
Jacksonville, Florida, 32207

Attention: Eng. Walter Nemecek, P.E.

Reference: Report of Geotechnical Exploration
Kings Estate Road / Dobbs Road Intersection Improvements
St. Augustine, Florida
B&A Project No. 1637-0016

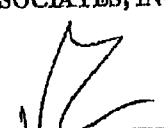
Dear Eng. Nemecek:

Ellis & Associates, Inc. (E&A) has completed a geotechnical exploration for the subject project, which was performed in accordance with our proposals dated April 9 and July 10, 2007. The exploration was performed to evaluate the general subsurface conditions within the proposed realignment of Kings Road, south of the intersection of Kings Estate Road and Dobbs Road, north of the intersection of King Estate Road and to provide recommendations for site preparation and pavement design. Double Ring Infiltration testing was also performed in this study to provide measured infiltration rates to aid in the design of the proposed stormwater management system.


We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project and look forward to providing the materials testing and observation that will be required during the construction phase. If you have any questions, or if we may be of any further service, please contact us.

Very truly yours,

ELLIS & ASSOCIATES, INC.



AnhDan Q Le, Ph.D., P.E.
Project Engineer
Registered, Florida No. 66074



David W. Spangler, P.E. 7/31/07
Project Engineer
Registered, Florida No. 58770



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- Figure 1. Site Vicinity/Topography Map
- Figure 2. Soil Survey Map
- Figure 3. Field Exploration Plan
- Figure 4. Roadway Soils Survey Sheet
- Figures 5-6. Soil Profiles

APPENDICES

- Appendix A. Laboratory Data
- Appendix B. Double Ring Infiltrometer Test Results

1.0 PROJECT INFORMATION

1.1 Site Location and Description

The site for the subject project is located on Dobbs Road north of the intersection of Kings Estate Road and Dobbs Road and west of King Road south of the intersection of King Estate Road and Kings Road in St. Augustine, St. Johns County, Florida. The general site location is shown on Figure 1.

Based on visual observation during our field exploration, the topography of the site is relatively level. Vegetation in the area of the site consists of pine and oak trees, and palmetto bushes. Dobbs Road, Kings Estate Road, and Kings Road are existing two-lane asphalt paved roads, with associated underground utilities, grassed shoulders, and drainage ditches on both sides of the roads. The observed ditches were shallow (approximately 3 to 4 feet deep). Standing water was not observed within the ditches at the time of our field operations. Adjacent properties include residential houses located to the west and south of the site and wooded land located to the east and north of the site.

1.2 Project Description

Project information has been provided to us in our discussions with you. We have been provided with a copy of a site plan for the subject site, prepared by ARCADIS U.S., Inc, last dated April 2, 2007. This plan shows the boundary limits for the property, the existing roadways adjacent to the site, spot elevation of existing ground surface, and the layout of the proposed construction.

Based on the provided plan and discussions with you, it is our understanding the intersection improvements include a realigning Kings Road south of Kings Estate Road to the west of existing alignment. The proposed new alignment will intersect Kings Estate Road south of the intersection of Dobbs Road and Kings Estate Road. The intersection improvements will include drainage swales and mast arm signalization structures. We expect that the new alignment will consist of flexible asphaltic concrete pavement underlain by compacted limerock base and subgrade soils. Grading plans were not provided at the time of our evaluation; however, we have assumed the pavement areas will be supported on less than 2 to 3 feet of fill above the presently existing ground surface.

If actual information varies from these conditions, then the recommendations in this report may need to be re-evaluated. Any changes in these conditions should be provided so the need for re-evaluation of our recommendations can be assessed.

1.3 Review of Soil Survey Map

Based on the 1989 Soil Survey for St. Johns County, Florida, as prepared by the U.S. Department of Agriculture Soil Conservation Service (USDA-SCS), the predominant soil type existing within the site area is Immikalee Pine Sand as described in the following table. The site area is illustrated superimposed on the USDA-SCS Soil Survey Map included as Figure 2.



Soil ID	Soil Type	Hydrology	Hydrologic Soil Classification	Estimated Seasonal High Groundwater Level ⁽¹⁾
7	Innokalee Fine Sand	Poorly Drained	B/D	0-1.0

(1) Feet below ground surface at time of survey.

2.0 FIELD EXPLORATION

A field exploration was performed during the period of June 1, 2007 and July 12, 2007. A copy of the plan provided to us, which shows the approximate boring and Double Ring Infiltrometer (DRI) test locations, is included as the Field Exploration Plan, Figure 3. The approximate boring and DRI test locations were determined in the field using our handheld Global Positioning System (GPS) receiver and should be considered accurate only to the degree implied by the method of measurement used. A summary of the field procedures as discussed below is included in Appendix A.

2.1 Auger Borings

To determine the subsurface conditions within the proposed roadway area, we located and performed 12 auger borings (designated as A1 thru A4, DRI-1 thru DRI-5, and TC1 thru TC-3), drilled to depths of approximately 6 feet below the existing ground surface in general accordance with the methodology outlined in ASTM D 1452. Representative soil samples also were recovered from the auger borings and returned to our laboratory for classification and testing. A summary of the field procedures is included in Appendix A

2.2 Double Ring Infiltrometer Tests

Five (5) Double Ring Infiltrometer (DRI) tests were conducted at Boring DRI-1 thru DRI-5 locations. The tests were performed in general accordance with the procedures outlined in the latest revision of ASTM D 3385, "Infiltration Rate of Soils in Field using Double Ring Infiltrometers." The test locations were initially cleared of all surface vegetation and topsoil, excavated to the desired test depths of approximately 1.5 to 2 feet, and then leveled. The outer ring, approximately 24 inches in diameter, was driven to a depth of 6 inches below the test depths. The inner ring, approximately 12 inches in diameter, was inserted inside the outer ring, centered, and driven to a depth of approximately 2 inches below the test depths. A thin layer of gravel was placed on the exposed soils inside the rings at the test levels. The two rings were filled simultaneously with 4 inches of water.

The water level was maintained throughout the test period, with the required amount of water added to maintain this level in both rings recorded at time intervals of 5 minutes. After reaching a stabilized inflow volume of water, the test was continued for approximately 60 to 120 minutes.

3.0 LABORATORY TESTING PROGRAM

3.1 Visual Classification

Representative soil samples obtained from the auger borings performed during our field exploration were packaged and transferred to our laboratory for further classification using the AASHTO Soil Classification System. A summary of the resulting soil descriptions for the soils encountered at the auger boring locations are shown on the Roadway Soils Survey sheet presented on Figure 4. Graphical presentation of the generalized subsurface conditions along the proposed roadway widening for the borings is presented on Figures 5 and 6.



3.2 Index Tests

Quantitative laboratory testing was performed on selected samples of the soils encountered at the boring locations to better define the composition of the soils encountered. The laboratory testing determined the percent fines, and the natural moisture and organic selected soil samples. The results of the laboratory testing performed for the auger borings are presented in Table 1 and are summarized on the Roadway Soils Survey Sheet, Figure 4.

4.0 GENERAL SUBSURFACE CONDITIONS

4.1 General

Stratification of the explored soils is based on observation of the recovered soil samples in the field, laboratory classification and testing, and interpretation of the field boring logs by a geotechnical engineer. Stratification lines represent approximate boundaries between soil types of significantly different engineering properties; however, the actual transition between layers may be gradual. The stratification results are summarized on the Roadway Soils Survey sheet, Figure 4. The soil profiles are presented on Figures 5 and 6.

4.2 General Soil Profile

Generally, the borings performed within the proposed roadway area encountered a surficial layer of topsoil, approximately 3 to 12 inches thick, underlain by varying layers of fine sand and fine sand with silt (A-3), and silty fine sand (A-2-4) to the boring termination depth of approximately 6 feet below the existing ground surface.

4.2 Measured Groundwater Level

The groundwater level was encountered at each of the boring locations and recorded at the time of drilling at depths varying from approximately 3.4 to 4.3 feet below the existing ground surface. However, it should be anticipated that the groundwater level will fluctuate due to seasonal climatic variations, surface water runoff patterns, construction operations, and other interrelated factors. The depth to the groundwater level at each boring location is noted on the Generalized Subsurface Profiles and on the Log of Boring records.

5.0 CONCLUSIONS AND RECOMMENDATIONS

5.1 Soil Suitability for Roadway

Our geotechnical engineering evaluation of the subsurface conditions along the roadway corridor and our recommendations as presented below, are based on (1) our site observations, (2) the field and laboratory test data obtained, and (3) our understanding of the project information as presented in this report. If the project information is incorrect or should the alignment of the roadway corridor be changed, please contact us so that we can review our recommendations. The discovery of any site or subsurface conditions during construction which deviate from the data obtained during this geotechnical exploration should also be reported to us for our evaluation.

Generally, the results of our exploration indicated that the soil conditions encountered at the boring locations, as presented on Figure 5, are generally suitable for construction and support of the proposed roadway and pavement sections.

5.2 Roadway Construction Considerations

Roadway construction should be performed in accordance with the appropriate sections of the FDOT current edition of the *Standard Specifications for Road and Bridge Construction*. The removal of any organic or plastic soil deemed unsuitable should be accomplished in accordance with the current version of FDOT Standard Index 500. Topsoils and surficial organic materials (muck) were generally found to be less than 12 inches in thickness along the roadway corridors. These materials should be grubbed in general accordance with Section 110 of the FDOT current edition of the *Standard Specifications for Road and Bridge Construction*.

Backfill and fill placement, and side slopes for embankment construction should conform to the current version of FDOT Standard Index 505. All backfill and fill should be compacted in accordance with Section 120-9 of the standard specifications which are presented in FDOT Standard Index 505.

5.3 Estimate the Normal Seasonal High Groundwater Level

The normal seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, the land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

Based on our interpretation of the site conditions, including the boring logs and St. Johns Soil Survey, we estimate the normal seasonal high groundwater level at the site in the pond area to be approximately 2.5 to 3.5 feet above the groundwater levels measured at the time of our field exploration. The estimated seasonal high groundwater level was shown on the Roadway Soils Survey sheet, Figure 4. It is possible that higher groundwater levels may exceed the estimated normal seasonal high groundwater level as a result of significant or prolonged rains. Design for normal seasonal high groundwater conditions, instead of the extreme conditions, generally is more appropriate.

5.4 Soil Permeability

The results of the DRI tests indicated the following vertical infiltration rates:

Test Number	Soil Description and Classification at Tested Depth (AASHTO)	Approximate Test Depth ⁽¹⁾ [ft]	Measured Vertical Infiltration	
			[in/hr]	[ft/day]
DRI-1	Fine SAND (A-3)	2.0	2.6	5.2
DRI-2	Fine SAND (A-3)	1.5	10.3	20.6
DRI-3	Fine SAND (A-3)	2.0	12.0	24.0
DRI-4	Fine SAND (A-3)	2.0	11.6	23.2
DRI-5	Fine SAND (A-3)	2.0	13.5	27.0

(1) Feet below existing ground surface.

The measured vertical infiltration rates should not be construed to represent the actual exfiltration rates. For design calculations, we recommend a factor of safety of at least 2 be applied to the above values.

6.0 **REPORT LIMITATIONS**

Our geotechnical exploration has been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. Ellis & Associates, Inc. is not responsible for any independent conclusions, interpretation, opinions or recommendations made by others based on the data contained in this report.

This report does not reflect any variations which may occur adjacent to or between the borings. The discovery of any site or subsurface condition during construction which deviate from the data obtained during this geotechnical exploration should be reported to us for our evaluation. Also, in the event of any change to the understood project information, or locations of the proposed roadway corridor, please contact us so that we can review our recommendations.

TABLES

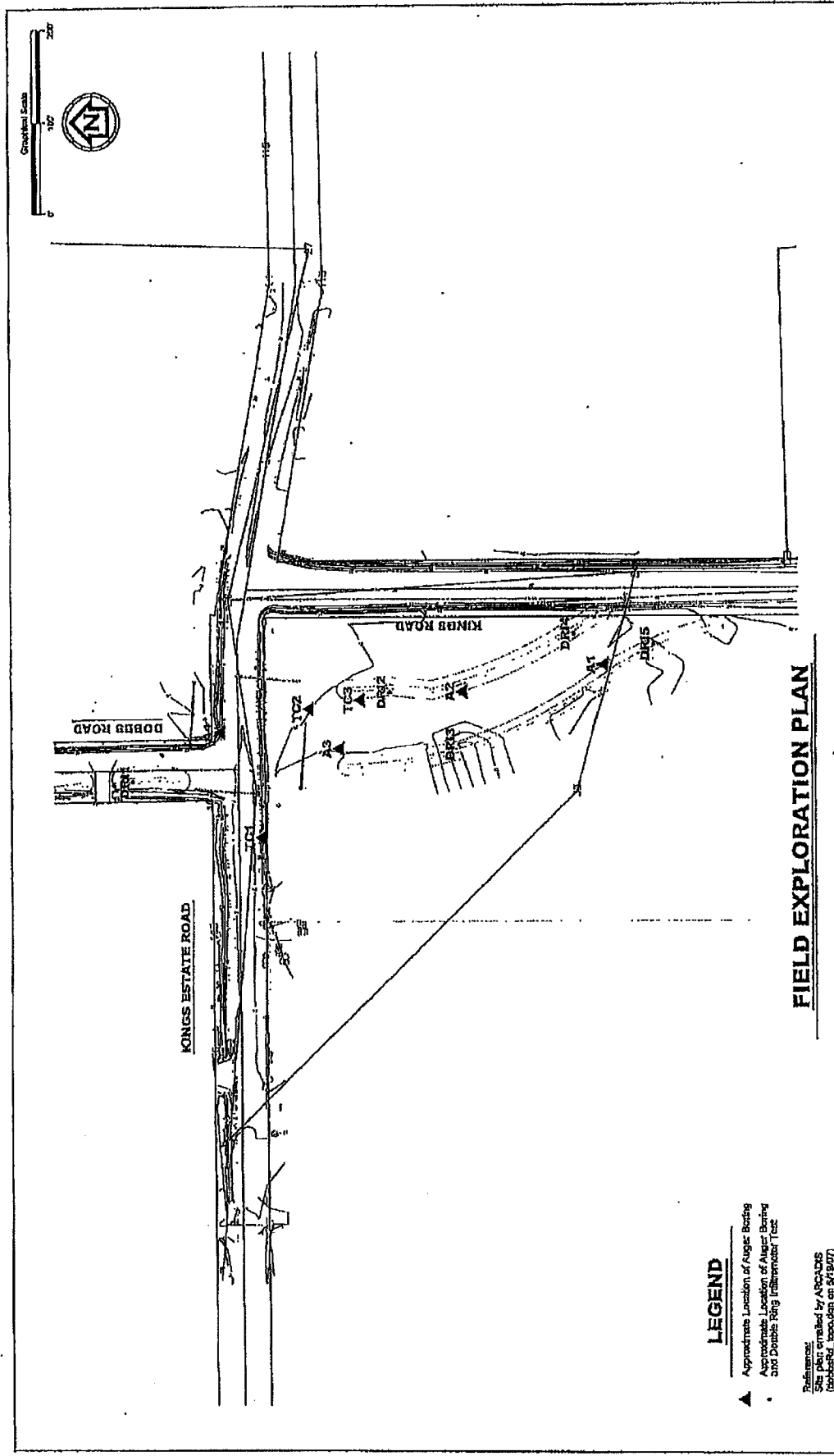
TABLE 1
Summary of Laboratory Index Tests
Kings Estate Road/ Dobbs Road Intersection Improvements
St. Augustine, Florida
E&A Project No. 1637-0016

Station	Offset (ft)	Depth (ft)	Stratum No.	Gradation Test, % Passing						Natural Moisture Content (%)	Organic Content (%)	Liquid Limit	Plasticity Index	AAASHTO Classification
				No. 10	No. 20	No. 40	No. 60	No. 100	No. 200					
64+65 (Kings Rd)	60' Lt	0.5-1	1	-	-	-	-	-	2	4	-	-	-	A-3
65+20 (Kings Rd)	80' Lt	1-1.5	3	-	-	-	-	-	11	22	6	-	-	A-2-A
65+54 (Kings Rd)	49' Lt	1.5-2	1	-	-	-	-	-	2	10	-	-	-	A-3
66+80 (Kings Rd)	110' Lt	2.5-3	1	-	-	-	-	-	5	15	-	-	-	A-3
66+85 (Kings Rd)	169' Lt	1-1.5	1	-	-	-	-	-	3	4	-	-	-	A-3
67+64 (Kings Rd)	111' Lt	3-4	1	-	-	-	-	-	3	8	-	-	-	A-3
68+20 (Kings Rd)	175' Lt	2.5-3	1	-	-	-	-	-	4	35	-	-	-	A-3
90+20 (Dobbs Rd)	40' Rt	2.5-3	1	100	99	82	53	13	3	5	-	-	-	A-3
91+50 (Dobbs Rd)	11.5' Lt	1-1.5	1	-	-	-	-	-	4	14	-	-	-	A-3

(1) The symbol "-" represents an unmeasured parameter

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FIGURES



LEGEND

- ▲ Approximate Location of Auger Boring
- Approximate Location of Auger Boring
- Site Details Very Preliminary Use

Reference:
Site plan emailed by APC-URS
(200806)_topdown on 8/19/07

FIELD EXPLORATION PLAN

		St. Johns County <small>AVANCE PROJECT #</small>		Sheet No.
ROAD NO.		COUNTY		Kings Estate Road/Dobbs Road Intersection Improvements
PROJECT NO.		ST. JOHN'S		Figure 3

TJ-16370010

E & A PROJECT NO.: 1247-0014
 DATE SAMPLED: JUNE AND JULY 2007
 DATE TESTED: JUNE AND JULY 2007
 DATE REPORTED: JULY 2007

DATE OF SURVEY: 2007
 SURVEY MADE BY: E & A Associates, Jacksonville, FL
 SURVEY BEGIN STATION: 50+20 ON NILES ROAD
 SURVEY END STATION: 60+20 ON DOBBS ROAD
 FOR: Kings Estates Road/Dobbs Road
 Intersection Improvements

REPORT BY: ELLIS & ASSOCIATES, INC.
 7064 DAVIS CREEK ROAD
 JACKSONVILLE, FLORIDA 32256
 TEL: (904) 884-0520

**REPORT OF TESTS OF MATERIAL FROM ROADWAY
 FOR USE IN EMBANKMENT AND SUBGRADE
 MECHANICAL ANALYSES**

Σ STANDARD GROUNDWATER LEVEL, ENCLINATED
 Σ ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL

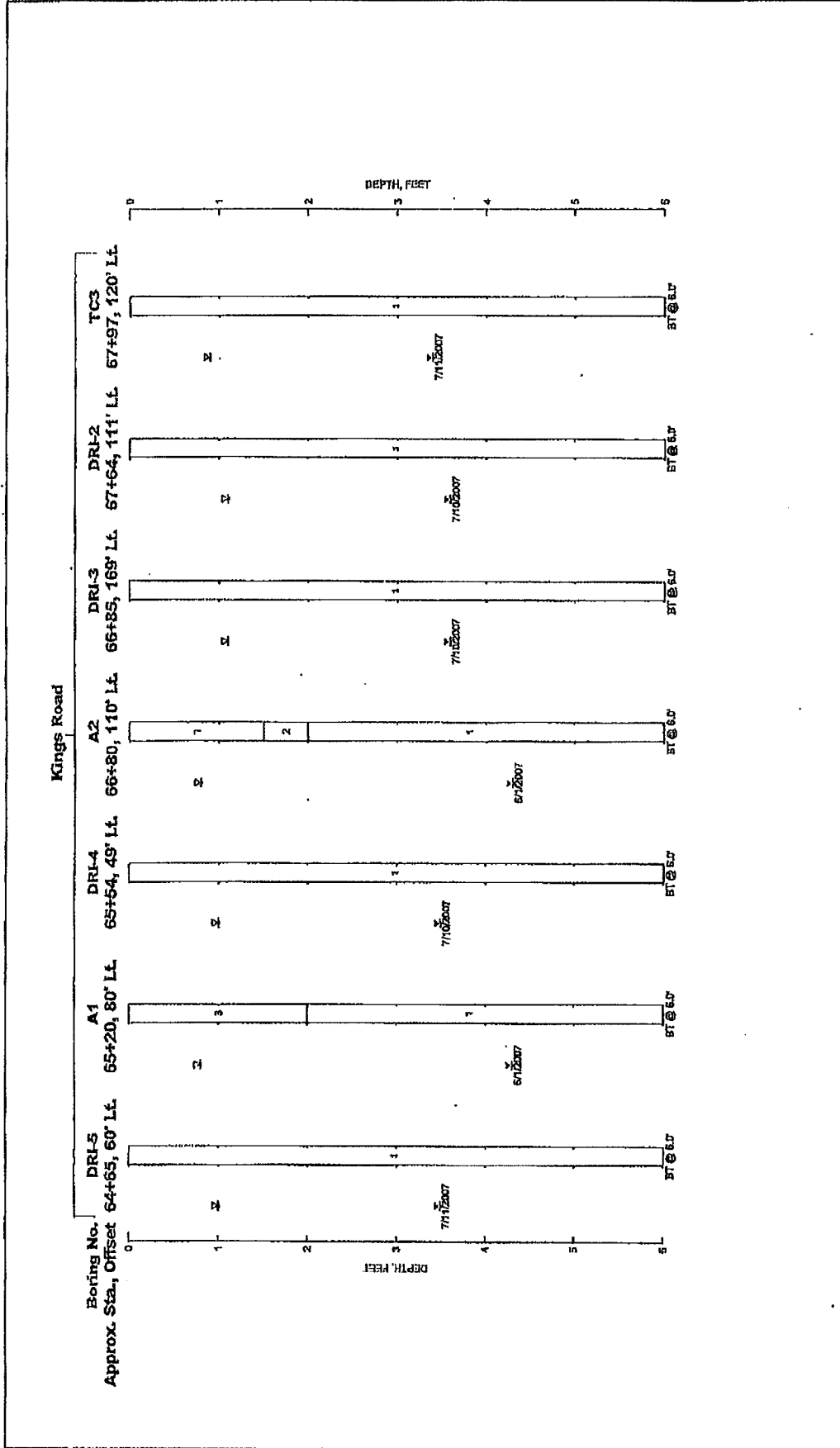
STRAIUM NO.	ORGANIC TESTS	NO. REPORT CORRECTED	MOISTURE TESTS	NO. MOISTURE TESTS	NO. REPORT CORRECTED	NO. GRAVITY TESTS	NO. GRAVITY TESTS	SEGS ANALYSE RESULTS % PASS				ATTENBERG LIMITS (%)				MATERIAL DESCRIPTION
								% PASS 10 MESH	% PASS 20 MESH	% PASS 40 MESH	% PASS 60 MESH	LL	PL	PI	GROUP	
1	-	-	0	4-85	-	3	100	82	53	13	2-5	-	-	-	A-3	Light Brown to Dark Brown, Light Gray to Dark Gray and Yellow Fine SAND, FINE SAND WITH 1% Wet Loss Than 2.5% Organic Matter Content
2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	A-3*	Dark Brown Fine SAND With 5% Wet Organic Material Content Between 2.5% and 4%
3	1	5	1	22	-	1	-	-	-	-	11	-	-	-	A-3-4	Dark Brown Silty Fine SAND With Some Flats

- NOTES:**
1. STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT ENCOUNTERED SOIL STRATA AT EACH TEST HOLE LOCATION ONLY. STRATUM CONNECTIONS LINES ARE SHOWN FOR ESTIMATING SEASONAL HIGH GROUNDWATER LEVEL ONLY AND DO NOT INDICATE ACTUAL STRATUM LIMITS. SUBSURFACE VARIATIONS BETWEEN BOUNDS SHOULD BE ANTICIPATED AS SHOWN IN THE ATTACHED PHOTOGRAPHS AND REPORT. FOR FURTHER DETAILS SEE SECTION 120-3, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004.
 2. STRATA NO. 1, 2 AND 3 ARE SELECT MATERIALS (select material refers to index No. 1-65 only). HOWEVER, STRATUM NO. 3 WILL LIKELY RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT.
 3. THE SYMBOL "*" REPRESENTS AN UNMEASURED PARAMETER.

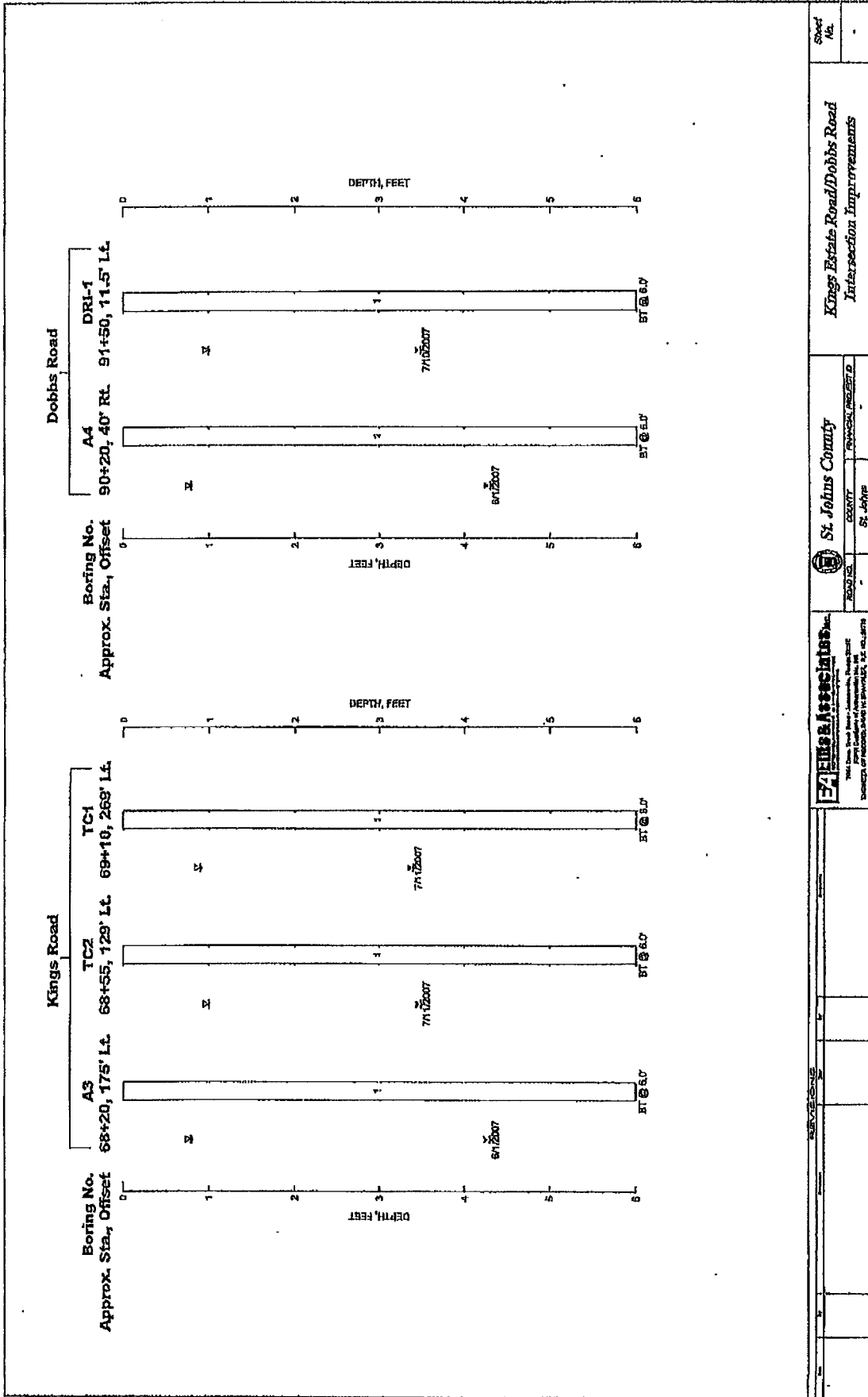
7064 DAVIS CREEK ROAD JACKSONVILLE, FLORIDA 32256 TEL: (904) 884-0520		ROAD NO. _____ COUNTY St. Johns		FINANCIAL REFLECTED	
PROJECT NO. 1247-0014		SHEET NO. _____		TOTAL SHEETS _____	

Figure 4

17-16170918

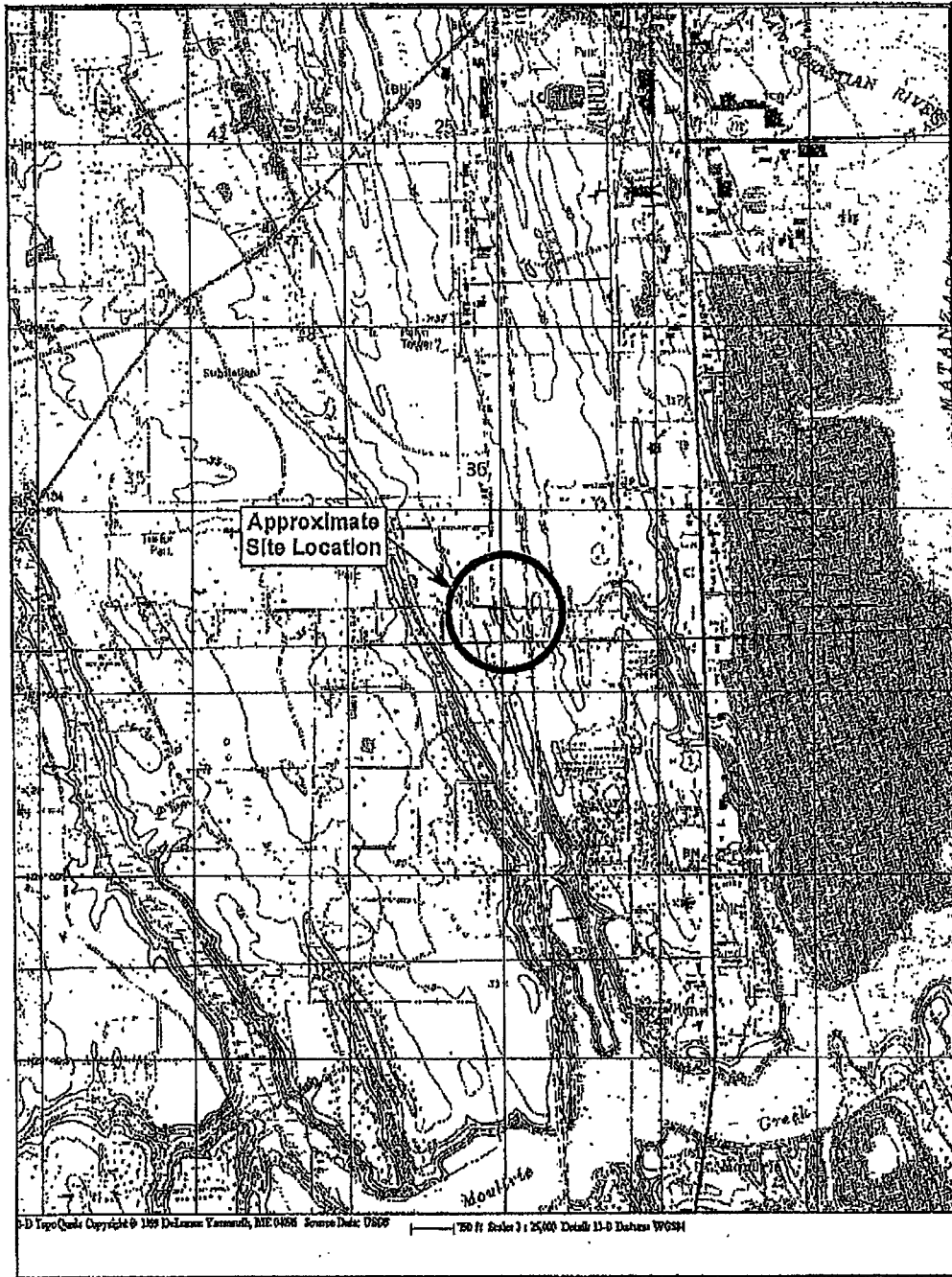


ERIC & Associates, Inc. 1001 North State Street, Suite 1000 Tampa, Florida 33602 PH: 813.288.1111 FAX: 813.288.1112 WWW.ERIC-AND-ASSOCIATES.COM		St. Johns County COUNTY St. Johns		Kings Estate Road/Dobbs Road Intersection Improvements	
PROJECT NO. 17-16170918		SHEET NO. 1		FIGURE 3	



 James B. Associates, Inc. 1000 South Main Street Suite 200 St. Johns, Maryland 21151 Phone: (410) 326-1100 Fax: (410) 326-1101		St. Johns County Kings Estate Road/Dobbs Road Intersection Improvements	Sheet No. -
ROAD NO. COUNTY St. Johns		Figure 5	

14-10370018



TJ-16370016

EA Ellis & Associates Inc.

Environmental ■ Geotechnical ■ Materials Testing
 Integrated Engineering Services EB: 998
 7094 Davis Creek Road Jacksonville, FL 32286
 p: 904-880-0980 f: 904-880-0970 email: ellis@ellisassoc.com
 Serving the Southeast since 1970.
 Offices: Jacksonville, FL. Tallahassee, FL. Daytona, FL. Brunswick, GA

Site Vicinity / Topography Map
Kings Estate Rd/Dobbs Rd - Intersection Improvements

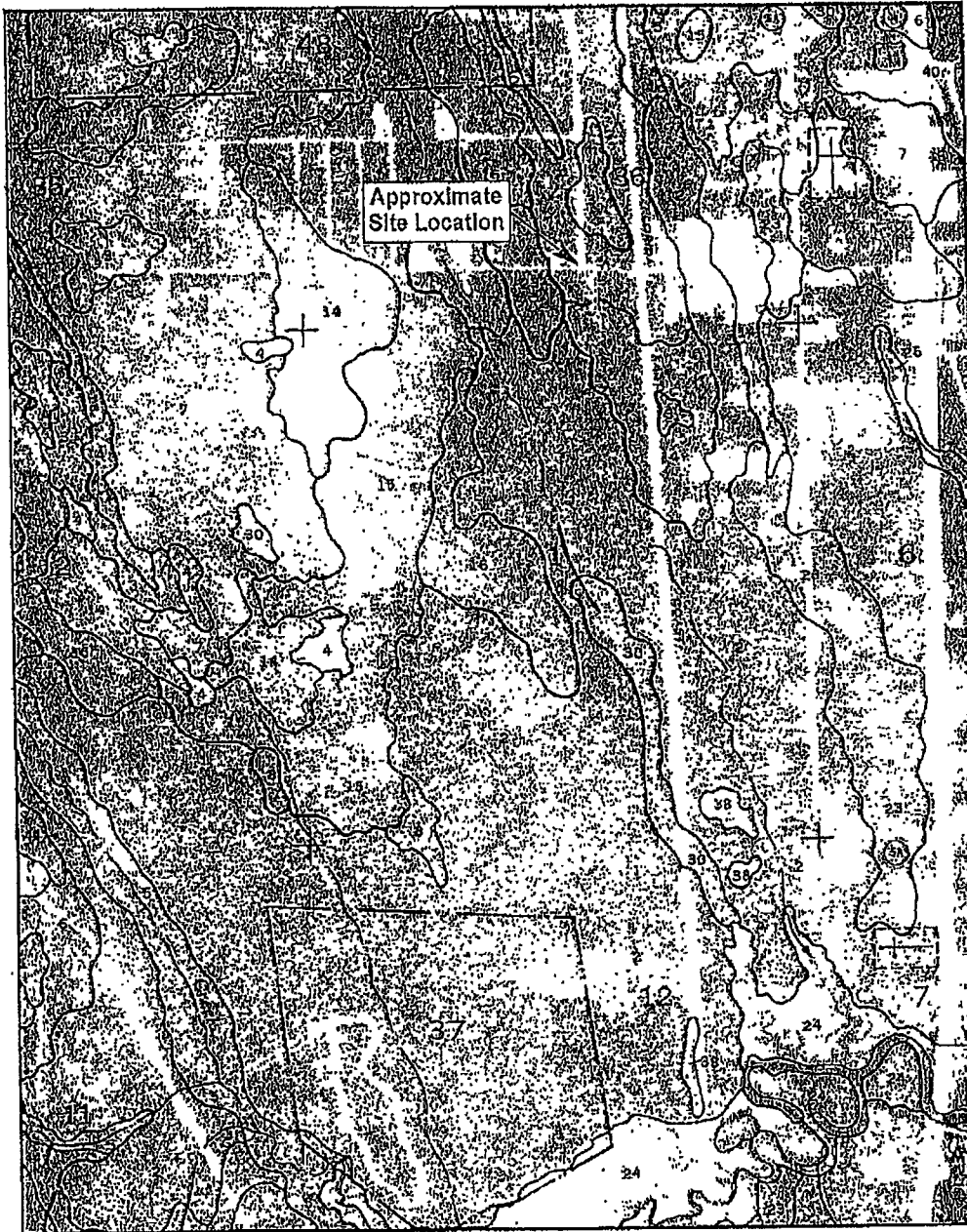
U.S. Geological Survey 7.5 Minute - Topographic Map
 St. Augustine Beach, Florida Quadrangle, 1988
 Site boundaries depicted are approximate



Date: 6/20/2007

Project No.: 1637-0016

Figure 1



Approximate Site Location

LEGEND

7 Immokalee fine sand

EA Ellis & Associates Inc.

Environmental ■ Geotechnical ■ Materials Testing
 Integrated Engineering Services EB: 998
 7064 Dashi Creek Road Jacksonville, FL 32258
 p: 904-880-0960 f: 904-880-0970 email: ellis@ellisassoc.com
 Serving the Southeast since 1970.
 Offices: Jacksonville, FL Titusville, FL Daytona, FL Brunswick, GA

Soil Survey of St. Johns County
Kings Estate Rd/Dobbs Rd - Intersection Improvements

St. Johns County, Florida
 Issued October 1983

Site boundaries depicted are approximate



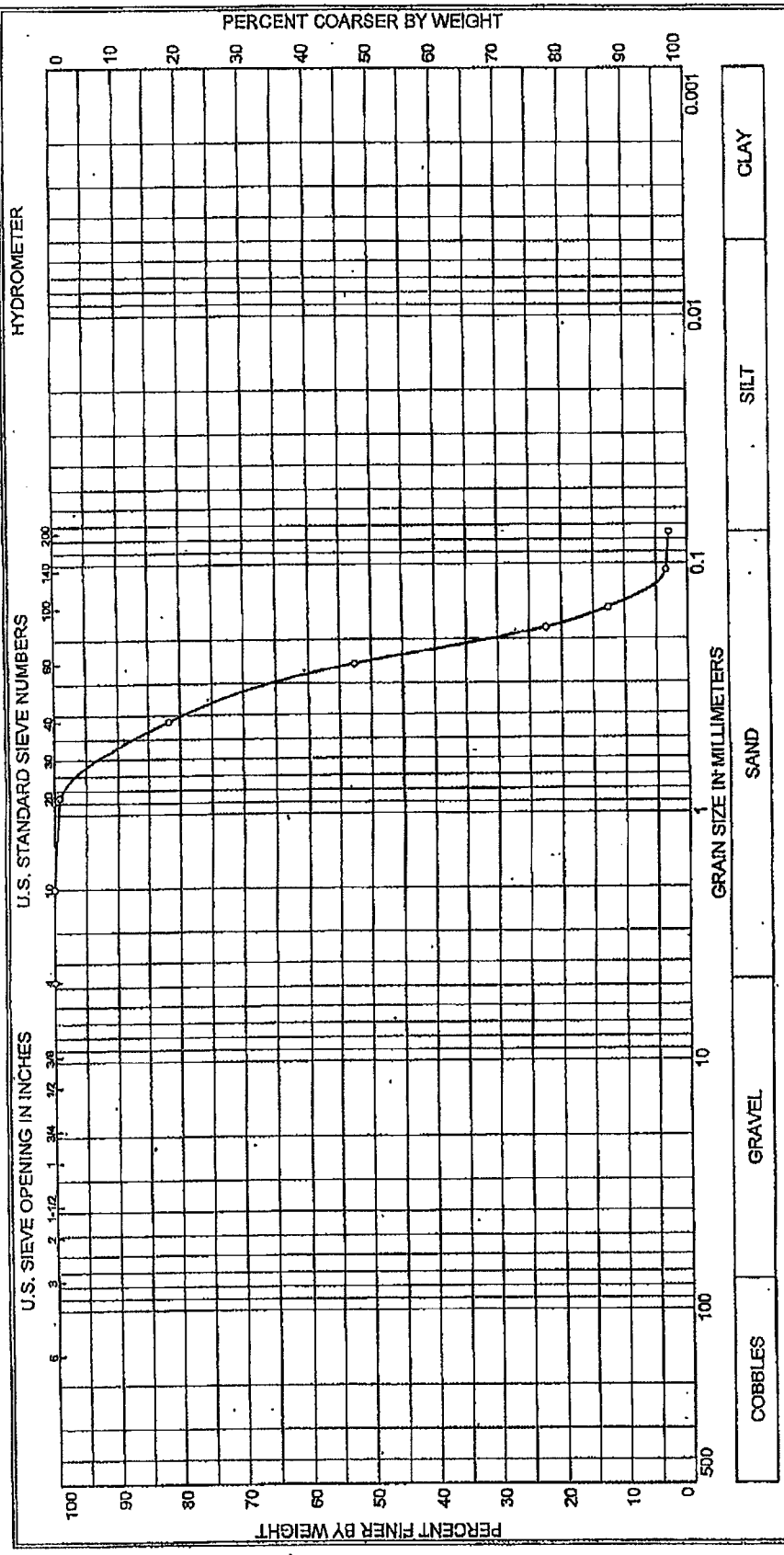
Date: 6/20/2007

Project No.: 1637-0016

Figure 2

TLS-16370016

APPENDIX A
LABORATORY DATA



COBBLES		GRAVEL		SAND		SILT		CLAY													
<table border="1"> <thead> <tr> <th>LOCATION</th> <th>SOURCE</th> <th>SAMPLE #</th> <th>DEPTH</th> <th colspan="2">MATERIAL DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>Sta. 66+80, 110' Lt. (Kings Road)</td> <td></td> <td>A4/2</td> <td>1.5-2.0'</td> <td colspan="2">Light Brown Fine Sand (SP)</td> </tr> </tbody> </table>										LOCATION	SOURCE	SAMPLE #	DEPTH	MATERIAL DESCRIPTION		Sta. 66+80, 110' Lt. (Kings Road)		A4/2	1.5-2.0'	Light Brown Fine Sand (SP)	
LOCATION	SOURCE	SAMPLE #	DEPTH	MATERIAL DESCRIPTION																	
Sta. 66+80, 110' Lt. (Kings Road)		A4/2	1.5-2.0'	Light Brown Fine Sand (SP)																	

Project No. 1637-0016 Client
 Particle Size Distribution Report
 Kings Rd/Dobbs Rd
 Ellis & Associates, Inc.

LABORATORY TEST PROCEDURES

Percent Fines Content

The percent fines or material passing the No. 200 mesh sieve of the sample tested was determined in general accordance with the latest revision of ASTM D 1140. The percent fines are the soil particles in the silt and clay size range.

Natural Moisture Content

The water content of the sample tests was determined in general accordance with the latest revision of ASTM D 2216. The water content is defined as the ratio of "pore" or "free" water in a given mass of material to the mass of solid material particles.

Organic Loss on Ignition (Percent Organics)

The organic loss on ignition or percent organic material in the sample tested was determined in general accordance with ASTM D 2974. The percent organics is the material, expressed as a percentage, which is burned off in a muffle furnace at 455 ± 10 degrees Celsius.

APPENDIX B

DOUBLE RING INFILTROMETER TEST RESULTS



**RECORD OF AUGER BORING
AND
DOUBLE RING INFILTRMETER TEST RESULTS**

Project: Kings Estate Road / Dobbs Road
Intersection Improvements
Location: St. Augustine, Florida

E&A Project No.: 1637-0016
Test No.: DRI-1
Date Performed: 7/10/2007
Performed by: Adam Cerrone

RECORD OF AUGER BORING:

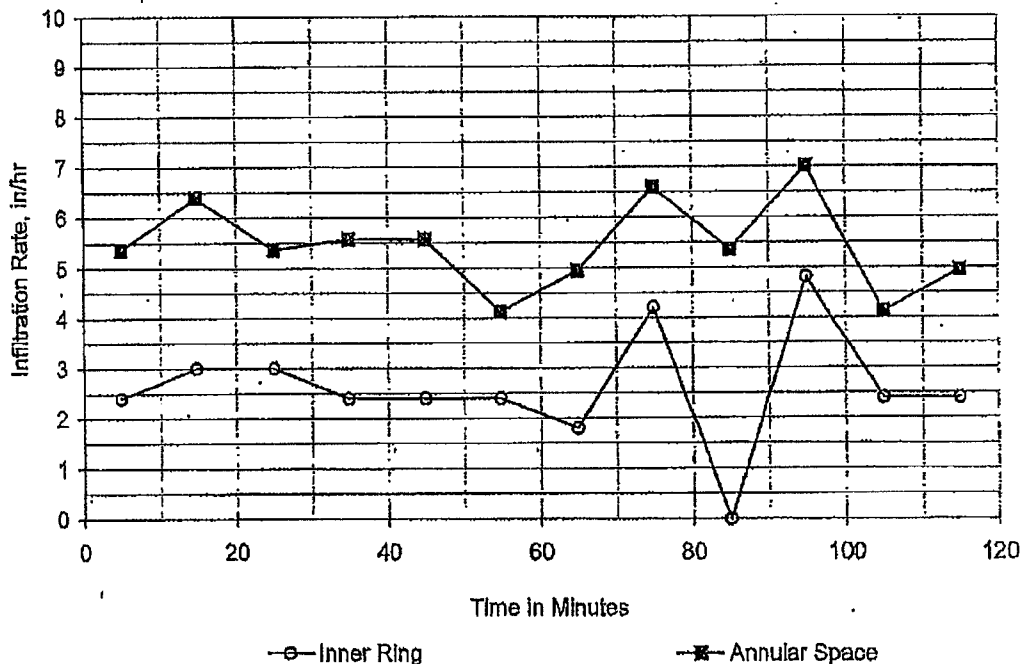
Layer No.	Depth, ft.	Soil Description
1	0.0-0.75	Topsoil
2	0.75-2.5	Light Brown Fine Sand with Silt (A-3)
3	2.5-6.0	Light Gray, Light Brown Fine Sand (A-3)

Groundwater Depth: 3.5 feet

DOUBLE RING INFILTRMETER TEST RESULTS:

Test Depth: 2.0 feet below existing ground surface
Test Location: See Field Exploration Plan

Average Stabilized Infiltration Rate, in/Hr = 2.6





**RECORD OF AUGER BORING
AND
DOUBLE RING INFILTRMETER TEST RESULTS**

Project: Kings Estate Road / Dobbs Road
Intersection Improvements
Location: St. Augustine, Florida

E&A Project No.: 1637-0016
Test No.: DRI-2
Date Performed: 7/12/2007
Performed by: Adam Cerrone

RECORD OF AUGER BORING:

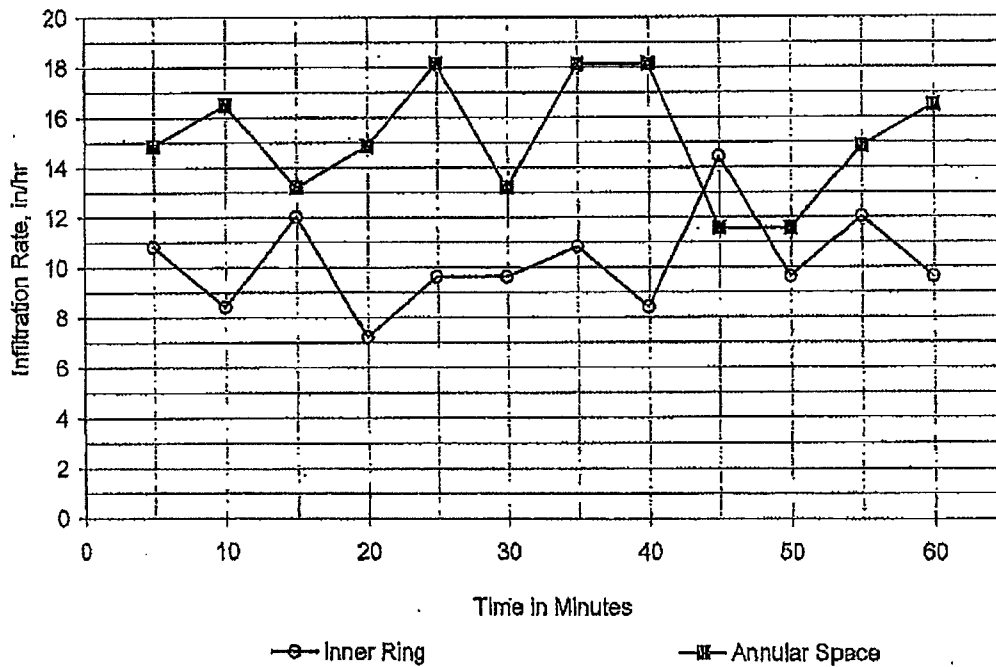
Layer No.	Depth, ft.	Soil Description
1	0.0-0.75	Topsoil
2	0.75-2.75	Light Gray/Brown Fine Sand (A-3)
3	2.75-6.0	Light Brown Fine Sand (A-3)

Groundwater Depth: 3.6 feet

DOUBLE RING INFILTRMETER TEST RESULTS:

Test Depth: 1.5 feet below existing ground surface
Test Location: See Field Exploration Plan

Average Stabilized Infiltration Rate, In/Hr = 10.3





**RECORD OF AUGER BORING
AND
DOUBLE RING INFILTRMETER TEST RESULTS**

Project: Kings Estate Road / Dobbs Road
Intersection Improvements
Location: St. Augustine, Florida

E&A Project No.: 1637-0016
Test No.: DR1-3
Date Performed: 7/12/2007
Performed by: Adam Cerrone

RECORD OF AUGER BORING:

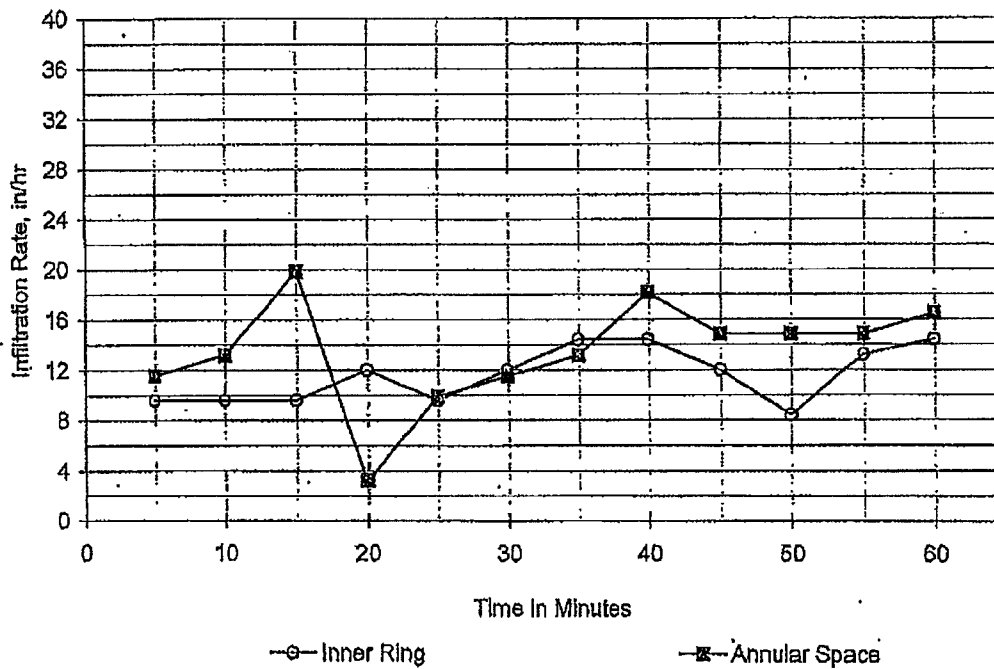
<u>Layer No.</u>	<u>Depth, ft.</u>	<u>Soil Description</u>
1	0.0-0.5	Topsoil
2	0.5-2.5	Yellow Fine Sand (A-3)
3	2.5-6.0	Light Brown Fine Sand (A-3)

Groundwater Depth: 3.6 feet

DOUBLE RING INFILTRMETER TEST RESULTS:

Test Depth: 2.0 feet below existing ground surface
Test Location: See Field Exploration Plan

Average Stabilized Infiltration Rate, in/Hr = 12.0





**RECORD OF AUGER BORING
AND
DOUBLE RING INFILTRMETER TEST RESULTS**

Project: Kings Estate Road / Dobbs Road
Intersection Improvements
Location: St. Augustine, Florida

E&A Project No.: 1637-0016
Test No.: DRI-4
Date Performed: 7/11/2007
Performed by: Adam Cerrone

RECORD OF AUGER BORING:

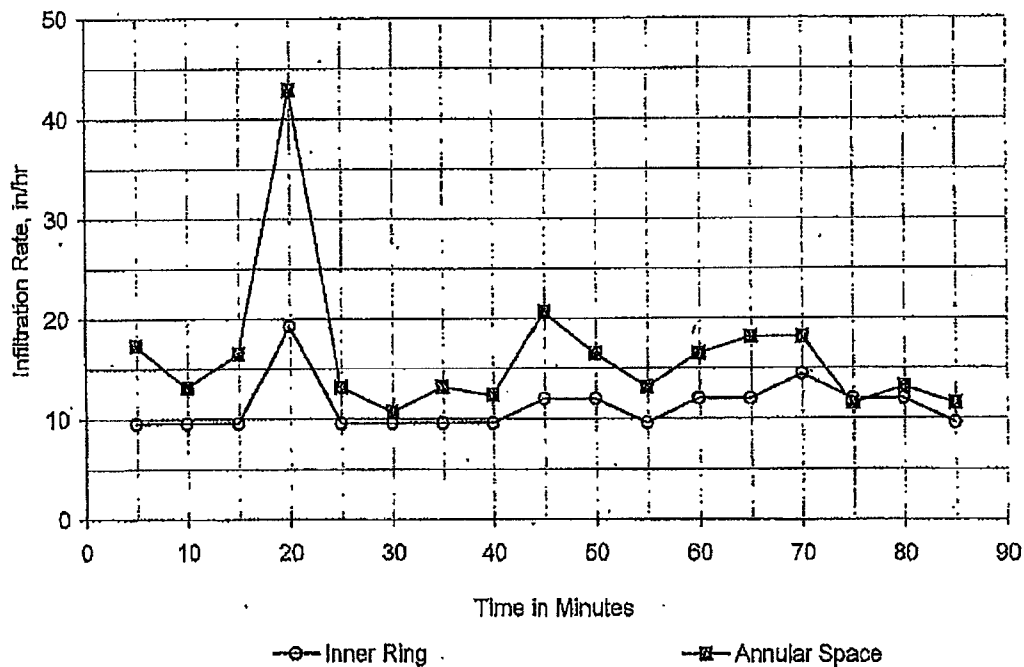
Layer No.	Depth, ft.	Soil Description
1	0.0-1.0	Topsoil
2	1.0-2.25	Light Gray/Brown Fine Sand (A-3)
3	2.25-6.0	Light Brown Fine Sand with Silt (A-3)

Groundwater Depth: 3.5 feet

DOUBLE RING INFILTRMETER TEST RESULTS:

Test Depth: 2.0 feet below existing ground surface
Test Location: See Field Exploration Plan

Average Stabilized Infiltration Rate, in/Hr = 11.6





**RECORD OF AUGER BORING
AND
DOUBLE RING INFILTRMETER TEST RESULTS**

Project: Kings Estate Road / Dobbs Road
Intersection Improvements
Location: St. Augustine, Florida

E&A Project No.: 1637-0016
Test No.: DRI-5
Date Performed: 7/11/2007
Performed by: Adam Cerrone

RECORD OF AUGER BORING:

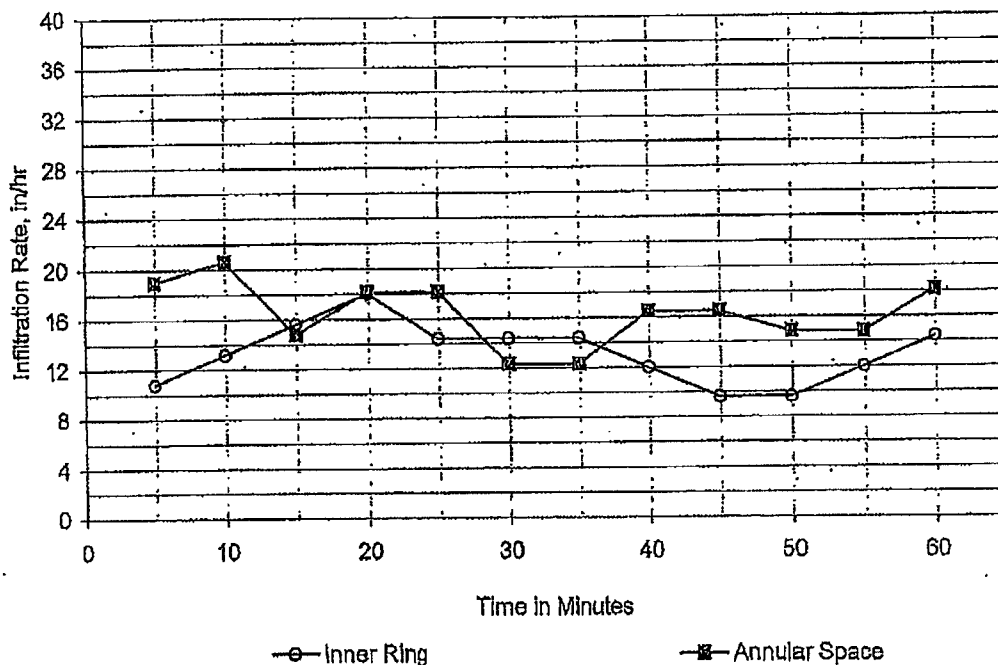
Layer No.	Depth, ft.	Soil Description
1	0.0-0.5	Topsoil
2	0.5-1.75	Light Gray Fine Sand (A-3)
3	1.75-6.0	Light Brown Fine Sand (A-3)

Groundwater Depth: 3.6 feet

DOUBLE RING INFILTRMETER TEST RESULTS:

Test Depth: 2.0 feet below existing ground surface
Test Location: See Field Exploration Plan

Average Stabilized Infiltration Rate, In/Hr = 13.5



FIELD EXPLORATION PROCEDURES

Double-Ring Infiltrometer Test

The Double-Ring Infiltrometer test was performed in the field in general accordance with the procedures outlined in the latest revision of ASTM D 3385, "Infiltration Rate of Soils in Field using Double-Ring Infiltrometers". The test location was initially cleared of all surface vegetation and topsoil, excavated to the desired test depth and then leveled. The outer ring, approximately 24 inches in diameter, was driven to a depth of 6 inches below the test depth. The inner ring, approximately 12 inches in diameter, was inserted inside the outer ring, centered, and driven to a depth of approximately 2 inches below the test depth. A thin layer of gravel was placed on the exposed soils inside the rings at the test level. The two rings were filled simultaneously with 4 inches of water.

This water level maintained throughout the test period, with the required amount of water added to maintain this level in both rings recorded at time intervals of five minutes. After reaching a stabilized inflow volume of water, the test was continued for approximately 120 minutes. To determine the infiltration rate, the volume of water used during the stabilized flow period for the inner ring, the annular space and both rings combined is converted to the depth of water per unit of time (e.g., in inches per hour). The infiltration rate for the inner ring, if different than the infiltration rate for the annular area or for both rings combined, should be used (the difference being caused by divergent flow).

**REPORT OF
GEOTECHNICAL EXPLORATION
DOBBS RD/KINGS ESTATE RD/KINGS RD
INTERSECTION IMPROVEMENTS
ST. AUGUSTINE, FLORIDA
E&A PROJECT NO. 1637-0021**

Prepared for:

**ARCADIS US, Inc.
1650 Prudential Drive, Suite 400
Jacksonville, Florida, 32207**

Prepared by:

**Ellis & Associates, Inc.
7064 Davis Creek Road
Jacksonville, Florida 32256**

October 31, 2008

E&A **Ellis & Associates Inc.**

Environmental ■ Geotechnical ■ Materials Testing
Integrated Engineering Services

October 31, 2008

ARCADIS US, Inc.
1650 Prudential Drive, Suite 400
Jacksonville, Florida, 32207

Attention: Eng. Walter Nemecek, P.E.

Reference: Report of Geotechnical Exploration
Dobbs Rd/Kings Estate Rd/Kings Rd Intersection Improvements
St. Augustine, Florida
E&A Project No. 1637-0021

Dear Eng. Nemecek:

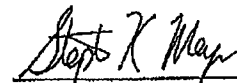
Ellis & Associates, Inc. (E&A) has completed a geotechnical exploration for the subject project, which was performed in accordance with our revised proposal dated October 2, 2008. The exploration was performed to evaluate the general subsurface conditions within the proposed realignment of Dobbs Road, north of the intersection of Kings Estate Road, and within the three stormwater management facilities and to provide recommendations for site preparation and pavement design.

We have previously performed geotechnical explorations for the roadways and proposed mast arm signalization structures for this project and submitted the results of our exploration and engineering evaluation in our reports dated July 31 and August 7, 2007 (E&A Project Nos. 1637-0016 and 1637-0017 respectively).

We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project and look forward to providing the materials testing and observation that will be required during the construction phase. If you have any questions, or if we may be of any further service, please contact us.

Very truly yours,

ELLIS & ASSOCIATES, INC.



Stephen K. Meyer, E.I.
Staff Engineer

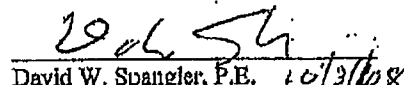

David W. Spangler, P.E. 10/31/08
Project Engineer
Registered, Florida No. 58770

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Table 1. Summary of Laboratory Test Results

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Figure 1. Site Vicinity/Topography Map
 Figure 2. Soil Survey Map
 Figure 3. Roadway Soils Survey Sheet
 Figure 4. Field Exploration Plan/Soil Profiles

APPENDICES

Appendix A. Laboratory Data
 Appendix B. Grain Size Analysis Curves
 Appendix C. Field Exploration Procedures
 Laboratory Test Procedures
 Key to Soil Classification

1.0 PROJECT INFORMATION

1.1 Site Location and Description

The site for the subject project is located on Dobbs Road north of the intersection of Kings Estate Road and Dobbs Road and west of King Road south of the intersection of King Estate Road and Kings Road in St. Augustine, St. Johns County, Florida. The general site location is shown on Figure 1.

Based on visual observation during our field exploration, the topography of the site is relatively level. Vegetation in the area of the site consists of pine and oak trees, and palmetto bushes. Dobbs Road, Kings Estate Road, and Kings Road are existing two-lane asphalt paved roads, with associated underground utilities, grassed shoulders, and drainage ditches on both sides of the roads. The observed ditches were shallow (approximately 3 to 4 feet deep). Standing water, approximately 6 inches in depth, was observed within the ditches at the time of our field operation. Adjacent properties include residential houses located to the west and south of the site and wooded land located to the east and north of the site.

1.2 Project Description

Project information has been provided to us in our discussions with you. We have been provided with a copy of a site plan for the subject site, prepared by ARCADIS U.S., Inc, last dated October 2, 2008. This plan shows the boundary limits for the property, the existing roadways adjacent to the site, and the layout of the proposed construction.

Based on the provided plan and discussions with you, it is our understanding the intersection improvements include a realigning Kings Road south of Kings Estate Road to the west of existing alignment and of Dobbs Road to the east of the existing alignment. The intersection improvements will include wet stormwater management facilities and mast arm signalization structures. We expect that the new alignment will consist of flexible asphaltic concrete pavement underlain by compacted limerock base and subgrade soils. Grading plans were not provided at the time of our evaluation; however, we have assumed the pavement areas will be supported on less than 2 to 3 feet of fill above the presently existing ground surface (outside of the existing ditch areas).

We have previously performed geotechnical explorations for the roadways and proposed mast arm signalization structures for this project and submitted the results of our exploration and engineering evaluation in our reports dated July 31 and August 7, 2007 (E&A Project Nos. 1637-0016 and 1637-0017 respectively). Based on our conversations with you, we understand that additional geotechnical services are required for the roadway realignment of Dobbs Road north of the intersection of Kings Estate Road and for the three stormwater management ponds south of the intersection.

If actual information varies from these conditions, then the recommendations in this report may need to be re-evaluated. Any changes in these conditions should be provided so the need for re-evaluation of our recommendations can be assessed.

1.3 Review of Soil Survey Map

Based on the 1989 Soil Survey for St. Johns County, Florida, as prepared by the U.S. Department of Agriculture Soil Conservation Service (USDA-SCS), the predominant soil types existing within the site area are Immikalee and Cassia Fine Sand as described in the following table. The site area is illustrated superimposed on the USDA-SCS Soil Survey Map included as Figure 2.

Soil ID	Soil Type	Hydrology	Hydrologic Soil Classification	Estimated Seasonal High Groundwater Level ⁽¹⁾
7	Immokalee Fine Sand	Poorly Drained	B/D	0-1.0
14	Cassia Pine Sand	Somewhat Poorly Drained	C	1.5-3.5

(1) Feet below ground surface at time of survey.

2.0 FIELD EXPLORATION

A field exploration was performed on October 10, 2008. A copy of the plan provided to us, which shows the approximate boring locations, is included as the Field Exploration Plan, Figure 4. The approximate boring locations were determined in the field using taped measurements from survey controls at and adjacent to the site and should be considered accurate only to the degree implied by the method of measurement used. A summary of the field procedures as discussed below is included in Appendix C.

To explore the subsurface conditions within the proposed roadway realignment area of Dobbs Road north of the intersection of Dobbs Road and Kings Estate Road, we located and performed 2 auger borings (designated as HA1 and HA2), drilled to depths of approximately 6 feet below the existing ground surface. In addition, to explore the subsurface conditions within the proposed stormwater management ponds at the intersection, we located and performed 3 auger borings (designated as LA1 through LA3), drilled to depths of approximately 20 feet below the existing ground surface. The auger borings were performed in general accordance with the methodology outlined in ASTM D 1452. Representative soil samples also were recovered from the auger borings and returned to our laboratory for classification and testing. A summary of the field procedures is included in Appendix C

3.0 LABORATORY TESTING PROGRAM

3.1 Visual Classification

Representative soil samples obtained from the auger borings performed during our field exploration were packaged and transferred to our laboratory for further classification using the AASHTO Soil Classification System. A summary of the resulting soil descriptions for the soils encountered at the auger boring locations are shown on the Roadway Soils Survey sheet presented on Figure 3. Graphical presentation of the generalized subsurface conditions is presented on Figure 4.

3.2 Index Tests

Quantitative laboratory testing was performed on selected samples of the soils encountered at the boring locations to better define the composition of the soils encountered. The laboratory testing determined the grain size, natural moisture and organic contents of selected soil samples. The results of the laboratory testing performed for the auger borings are presented in Table 1 and are summarized on the Roadway Soils Survey Sheet, Figure 3.

4.0 GENERAL SUBSURFACE CONDITIONS

4.1 General

Stratification of the explored soils is based on observation of the recovered soil samples in the field, laboratory classification and testing, and interpretation of the field boring logs by a geotechnical engineer. Stratification lines represent approximate boundaries between soil types of significantly different engineering properties; however, the actual transition between layers may be gradual. The stratification results are summarized on the Roadway Soils Survey sheet, Figure 3. The soil profiles are presented on Figure 4.

4.2 General Soil Profile

Generally, the borings performed within the proposed roadway area encountered a surficial layer of topsoil, approximately 6 to 12 inches thick, underlain by varying layers of fine sand and fine sand with silt (A-3), and silty fine sand (A-2-4) to the boring termination depth of approximately 6 feet below the existing ground surface. As an exception, at Boring HA2 location, a layer of silty fine sand with many roots and organic fibers (A-8) was encountered between depths of approximately 2.5 to 3.5 feet below existing ground surface.

4.3 Measured Groundwater Level

The groundwater level was encountered at each of the boring locations and recorded at the time of drilling at depths varying from the existing ground surface to approximately 2.5 feet below the existing ground surface. However, it should be anticipated that the groundwater level will fluctuate due to seasonal climatic variations, surface water runoff patterns, construction operations, and other interrelated factors. The depth to the groundwater level at each boring location is noted on the Generalized Subsurface Profiles and on the Log of Boring records.

5.0 CONCLUSIONS AND RECOMMENDATIONS

5.1 Soil Suitability for Roadway

Our geotechnical engineering evaluation of the subsurface conditions along the roadway corridor and our recommendations as presented below, are based on (1) our site observations, (2) the field and laboratory test data obtained, and (3) our understanding of the project information as presented in this report. If the project information is incorrect or should the alignment of the roadway corridor be changed, please contact us so that we can review our recommendations. The discovery of any site or subsurface conditions during construction which deviate from the data obtained during this geotechnical exploration should also be reported to us for our evaluation.

Generally, the results of our exploration indicated that the soil conditions encountered at the boring locations, as presented on Figure 4, are generally suitable for construction and support of the proposed roadway and pavement sections.

We note that at Boring HA2 location, a layer of silty fine sand with many roots and organic fibers (A-8) was encountered between depths of approximately 2.5 to 3.5 feet below existing grade. We recommend that a minimum separation of 3 feet be maintained between the finished subgrade and this organic soil within the roadway. Based on the expected amount of fill at this area of the roadway, we anticipate that the minimum separation of 3 feet will be achieved. However, if this separation is not achieved, then this organic layer should be over-excavated and backfilled with suitable embankment fill.

5.2 Roadway Construction Considerations

Roadway construction should be performed in accordance with the appropriate sections of the FDOT current edition of the *Standard Specifications for Road and Bridge Construction*. The removal of any organic or plastic soil deemed unsuitable should be accomplished in accordance with the current version of FDOT Standard Index 500. Topsoils and surficial organic materials (muck) were generally found to be less than 12 inches in thickness along the roadway corridors. These materials should be grubbed in general accordance with Section 110 of the FDOT current edition of the *Standard Specifications for Road and Bridge Construction*.

Backfill and fill placement, and side slopes for embankment construction should conform to the current version of FDOT Standard Index 505. All backfill and fill should be compacted in accordance with Section 120-9 of the standard specifications which are presented in FDOT Standard Index 505.

5.3 Estimated Normal Seasonal High Groundwater Level

The normal seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, the land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

Based on our interpretation of the site conditions, including the boring logs and St. Johns Soil Survey, we estimate the normal seasonal high groundwater level at the site in the pond area to be approximately 0.5 to 1.5 feet above the groundwater levels measured at the time of our field exploration. This indicates that the groundwater may rise above the existing ground surface at some areas of the site. The level at which the groundwater will rise above the existing ground surface will be a function of the final drainage configuration and should be determined by the drainage engineer. It is possible that higher groundwater levels may exceed the estimated normal seasonal high groundwater level as a result of significant or prolonged rains. Design for normal seasonal high groundwater conditions, instead of the extreme conditions, generally is more appropriate.

5.4 Underdrains

Satisfactory pavement life is dependent on dry/strong pavement support provided by the base and subgrade courses. Accordingly, a minimum clearance of 2.5 feet must be maintained between the estimated seasonal high groundwater table and the finished pavement grade. Based on the results of the soil borings subsurface drains may be required along some portions of the roadway alignment to maintain dry base and subgrade materials. Once the project cross-sections are finalized, we would be pleased to review them and the need for underdrains.

6.0 REPORT LIMITATIONS

Our geotechnical exploration has been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. Ellis & Associates, Inc. is not responsible for any independent conclusions, interpretation, opinions or recommendations made by others based on the data contained in this report.

This report does not reflect any variations which may occur adjacent to or between the borings. The discovery of any site or subsurface condition during construction which deviate from the data obtained during this geotechnical exploration should be reported to us for our evaluation. Also, in the event of any change to the understood project information, or locations of the proposed roadway corridor, please contact us so that we can review our recommendations.

TABLES

TABLE 1
Summary of Laboratory Index Tests
Dobbs Road/Kings Estate Road/Kings Road Intersection Improvements
St. Augustine, Florida
E&A Project No. 1637-0021

Station	Offset (ft)	Depth (ft)	Stratum No.	Gradation Test, % Passing							Natural Moisture Content (%)	Organic Content (%)	Liquid Limit	Plasticity Index	AASHTO Classification
				No. 10	No. 20	No. 40	No. 60	No. 100	No. 200						
203+00 (Kings Rd)	165' Lt	12.5-13	1	98	91	82	73	35	8	22	--	--	A-3		
205+10 (Kings Rd)	125' Rt	3-3.5	1	100	100	87	60	13	3	23	--	--	A-3		
205+10 (Kings Rd)	125' Rt	9.5-10	1	100	99	78	47	7	2	23	--	--	A-3		
205+60 (Kings Rd)	120' Lt	7-7.5	1	100	97	75	48	11	7	34	--	--	A-3		
208+00 (Dobbs Rd)	10' Rt	3-3.5	4	--	--	--	--	--	17	54	17	--	A-8		
209+50 (Dobbs Rd)	23' Rt	1-1.5	1	--	--	--	--	--	3	26	--	--	A-3		
209+50 (Dobbs Rd)	23' Rt	5.5-6	1	--	--	--	--	--	7	32	--	--	A-3		

(1) The symbol "--" represents an unmeasured parameter

FIGURES

E.A. PROJECT NO.: 1387-0021
 DATE SAMPLED: October 2008
 DATE TESTED: October 2008
 DATE REPORTED: October 2008

DATE OF SURVEY: 2008
 SURVEY MADE BY: Ellis & Associates, Jacksonville, FL
 SURVEY BEGIN STATION: 202+00
 SURVEY END STATION: 211+00
 FOR: Dobbs Road and Kings Road
 Intersection Improvements

STABILIZED GROUNDWATER LEVEL UNOBSERVED

ROAD: Dobbs Road and Kings Road
 COUNTY: ST. JOHNS
 PREPARED FOR: ARCADIS U.S., Inc.

REPORT BY: ELLIS & ASSOCIATES, INC.
 7084 DAVIS CREEK ROAD
 JACKSONVILLE, FLORIDA 32266
 TEL: (904) 890-0960

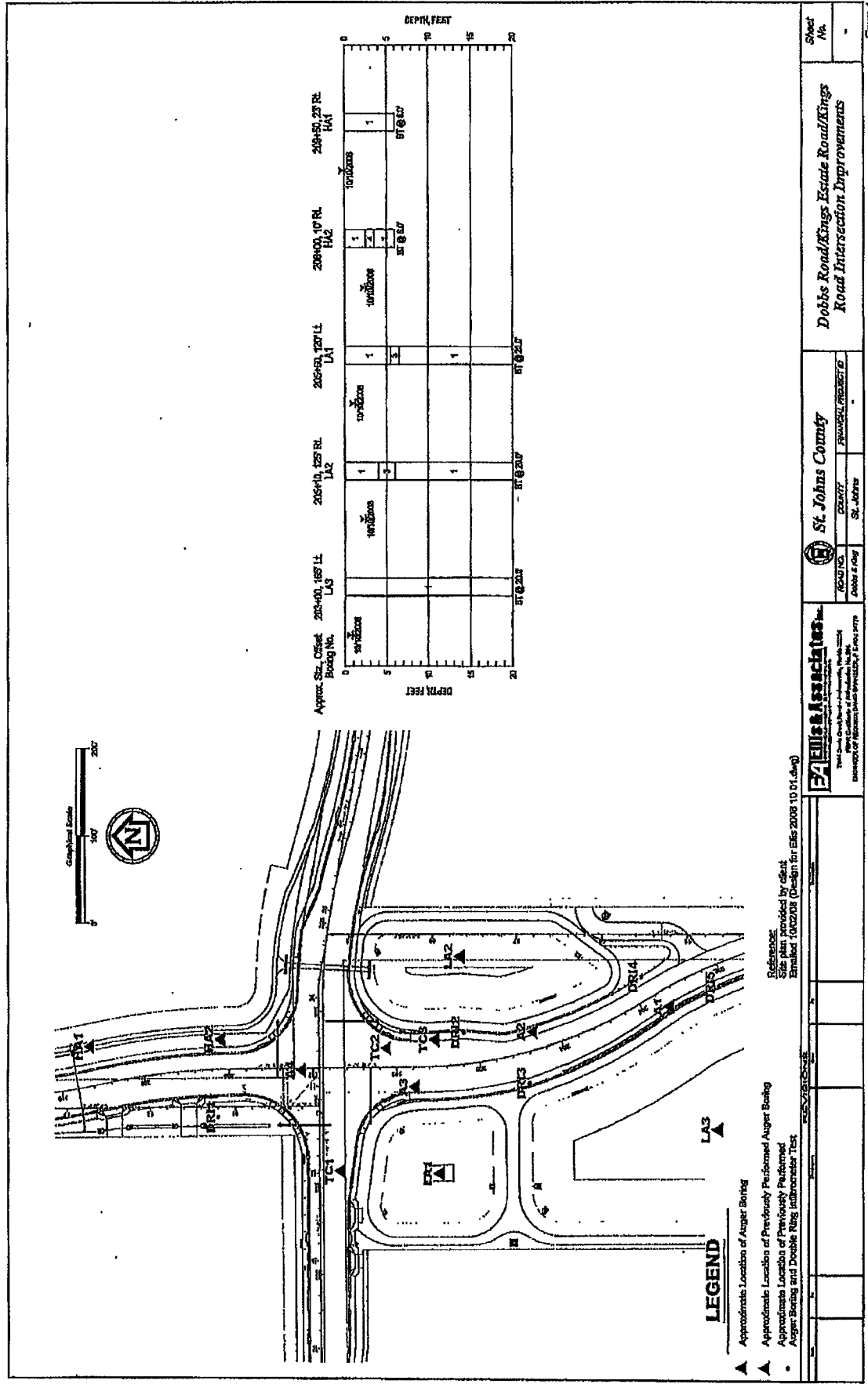
REPORT OF TESTS OF MATERIAL FROM ROADWAY FOR USE IN EMBANKMENT AND SUBGRADE MECHANICAL ANALYSES

STRATUM NO.	ORGANIC CONTENT TESTS	PERCENT ORGANIC TESTS	MOISTURE CONTENT TESTS	NO. TESTS	SHRINKAGE ANALYSIS RESULTS				ATTENBERG LIMITS (NO.)			GROUP	MATERIAL DESCRIPTION	
					% PASS 10 MESH	% PASS 40 MESH	% PASS 60 MESH	% PASS 200 MESH	LL	PL	NP			
1	-	-	29-34	5	59-100	75-87	47-73	7-35	2-8	1	-	NP	A-3	Light Brown to Dark Brown, Light Gray to Dark Gray Fine SAND, Fine GRAD With Sil and Fine SAND With 2.5% Organic Material. Liquid Limit 29% and Plasticity Index 6.5%.
2	-	-	-	-	-	-	-	-	-	-	-	-	A-4*	Dark Brown Fine SAND With 2.5% Organic Material. Shrinkage Constant Between 2.5% and 4%.
3	-	-	-	-	-	-	-	-	-	-	-	-	A-3-4	Dark Brown Silty Fine SAND With Organic Material. Shrinkage Constant Between 2.5% and 4%.
4	1	17	54	-	-	-	-	-	-	17	-	-	A-3	Dark Brown Silty Fine SAND, Heavy Organic Phase.

- NOTES:**
- STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT ENCOUNTERED SOIL STRATA AT EACH TEST HOLE LOCATION ONLY. STRATUM CONNECTING LINES ARE SHOWN FOR ESTIMATING EARTHWORK ONLY AND DO NOT INDICATE ACTUAL STRATUM LIMITS. SUBSURFACE VARIATIONS BETWEEN BORINGS SHOULD BE ANTICIPATED AS INDICATED IN SECTION 4 OF OUR REPORT. FOR FURTHER DETAILS SEE SECTION 120-3, FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.
 - STRATA NO. 1 AND 3 ARE SELECT MATERIALS (Select material refers to Index No. 506 only). HOWEVER, STRATUM NO. 3 WILL LIKELY RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT.
 - STRATUM NO. 4 IS MUCK (Muck refers to Index No. 300 & 505). REMOVAL OF STRATUM NO. 4 SOIL OCCURRING WITHIN THE ROADWAY SHALL BE ACCOMPLISHED IN ACCORDANCE WITH INDEX NO. 505.
 - THE SYMBOL "NP" REPRESENTS NON PLASTIC.
 - THE SYMBOL "-" REPRESENTS AN UNMEASURED PARAMETER.

				Sheet No.
PROJECT NO. 1387-0021		ROAD NO. Dobbs Rd		PROJECT PROJECTED
COUNTY ST. JOHNS		COUNTY ST. JOHNS		-
Dobbs Road/Kings Estate Road/Kings Road Intersection Improvements				

18A-18378021



PAEILIS & Associates
 10000 Old Farm Road, Suite 200
 Dallas, Texas 75243
 (214) 343-1111
 www.paeilis.com

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]

St. Johns County
 COUNTY: St. Johns
 ROAD NO.: 18A-18378021
 PROJECT: Dobbs Road/Kings Estate Road/Kings Road Intersection Improvements

Sheet No. _____

Figure 4



EA Ellis & Associates Inc.
 Environmental ■ Geotechnical ■ Materials Testing
 Integrated Engineering Services EB: 898
 7084 Davis Creek Road Jacksonville, FL 32256
 p: 904-880-0089 f: 904-880-0970 email: ella@ellisassoc.com
 Serving the Southeast since 1970.
 Offices: Jacksonville, FL Tallahassee, FL Daytona, FL Brunswick, GA

Site Vicinity / Topography Map
**Dobbs Road/Kings Estate Road/Kings
 Road Intersection Improvements**
 U.S. Geological Survey 7.5 Minute - Topographic Map
 St. Augustine Beach, Florida Quadrangle, 1988
 Site boundaries depicted are approximate

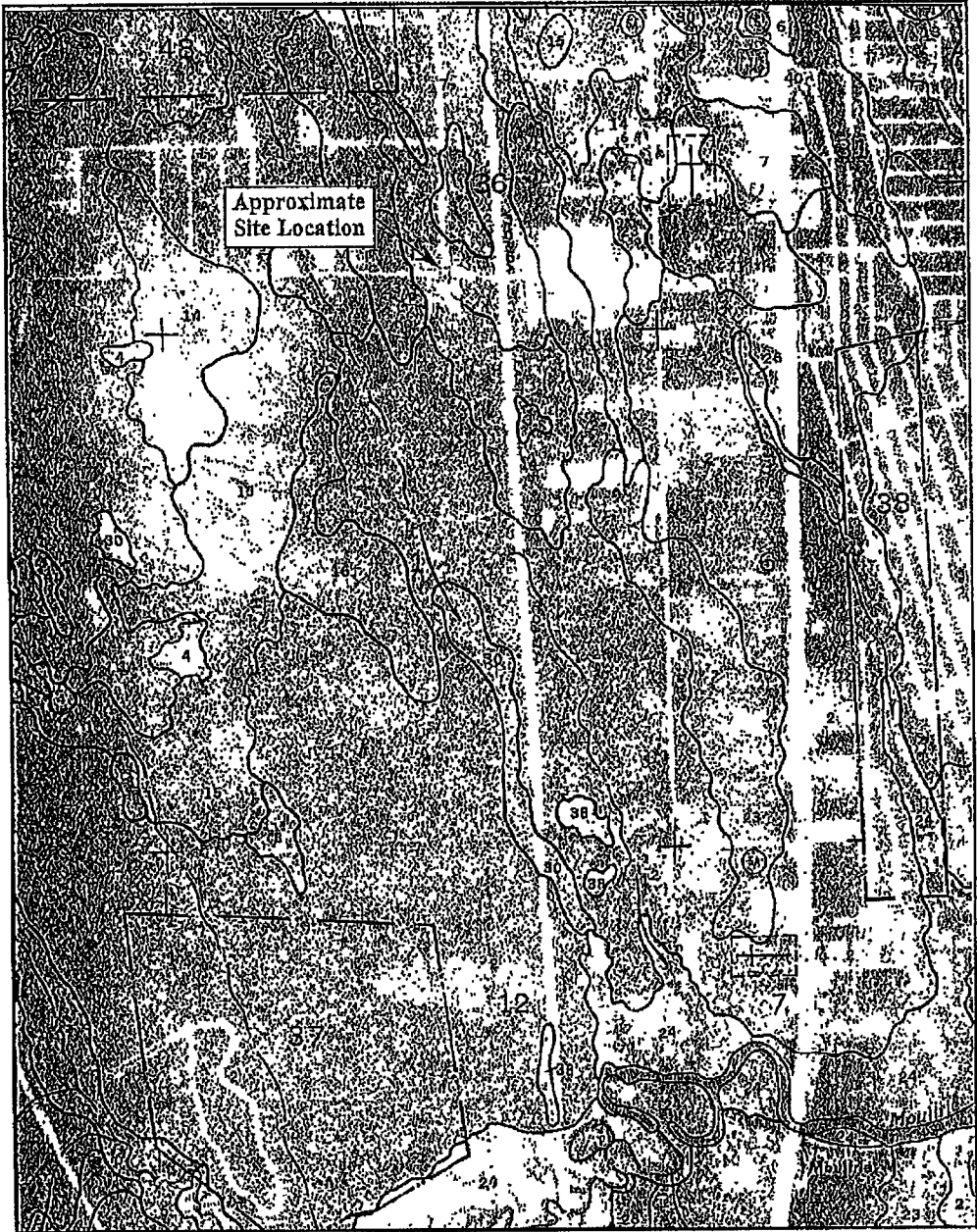


Date: 10/14/08

Project No.: 1637-0021

Figure 1

JSA-16370021



LEGEND

- 7 Immokalee fine sand
- 14 Cassia fine sand

JSA - 16370021

EA Ellis & Associates, Inc.

Environmental ■ Geotechnical ■ Materials Testing
 Integrated Engineering Services EB: 998
 7084 Davis Creek Road Jacksonville, FL 32256
 p: 904-880-0880 f: 904-880-0970 email: ellis@ellisassoc.com
 Serving the Southeast since 1970.
 Offices: Jacksonville, FL Titusville, FL Daytona, FL Brunswick, GA

Soil Survey of St. Johns County
**Dobbs Road/Kings Estate Road/Kings
 Road Intersection Improvements**

St. Johns County, Florida
 Issued October 1983 - Site boundaries depicted are approximate



Date: 10/14/08

Project No.: 1637-0021

Figure 2

APPENDIX A
LABORATORY DATA

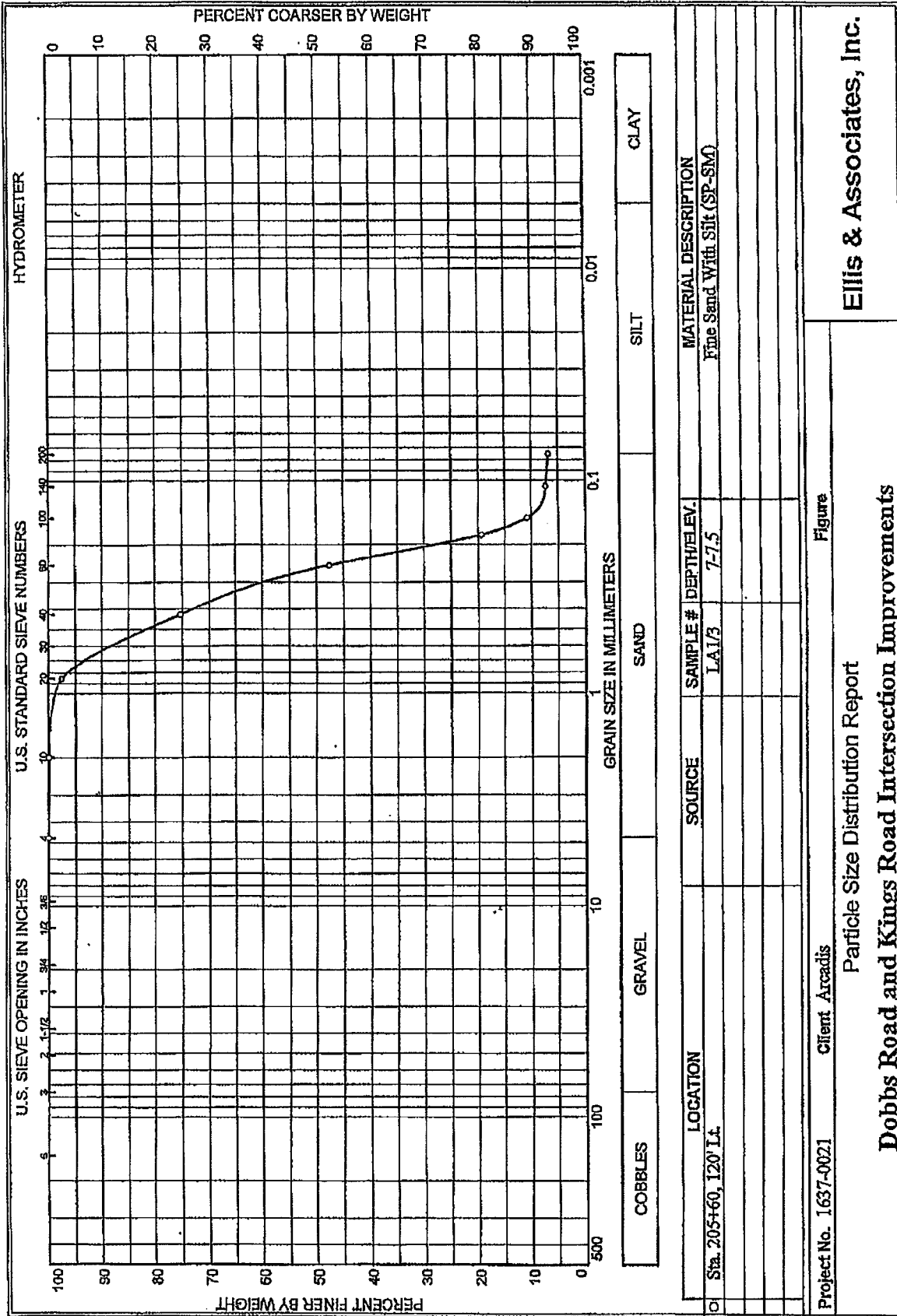


SUMMARY OF LABORATORY TEST RESULTS

Project: Dobbs & Kings Road Intersection Improvements
 Client: ARCADIS US, Inc.
 Project No.: 1637-0021

Boring/ Sample No.	Sample Depth (ft.)	Organic Content %	Fines Content %	Natural Moisture Content %	Atterberg Limits			Pocket Pen. (tsf)
					Liquid Limit %	Plastic Limit %	Plasticity Index	
LA1/3	7-7.5		7	34			NP	
LA2/2	3-3.5		3	23				
LA2/5	9.5-10		2	23				
LA3/5	12.5-13		8	22				
HA1/1	1-1.5		3	26				
HA1/3	5.5-6		7	32				
HA2/2	3-3.5	17	17	54				

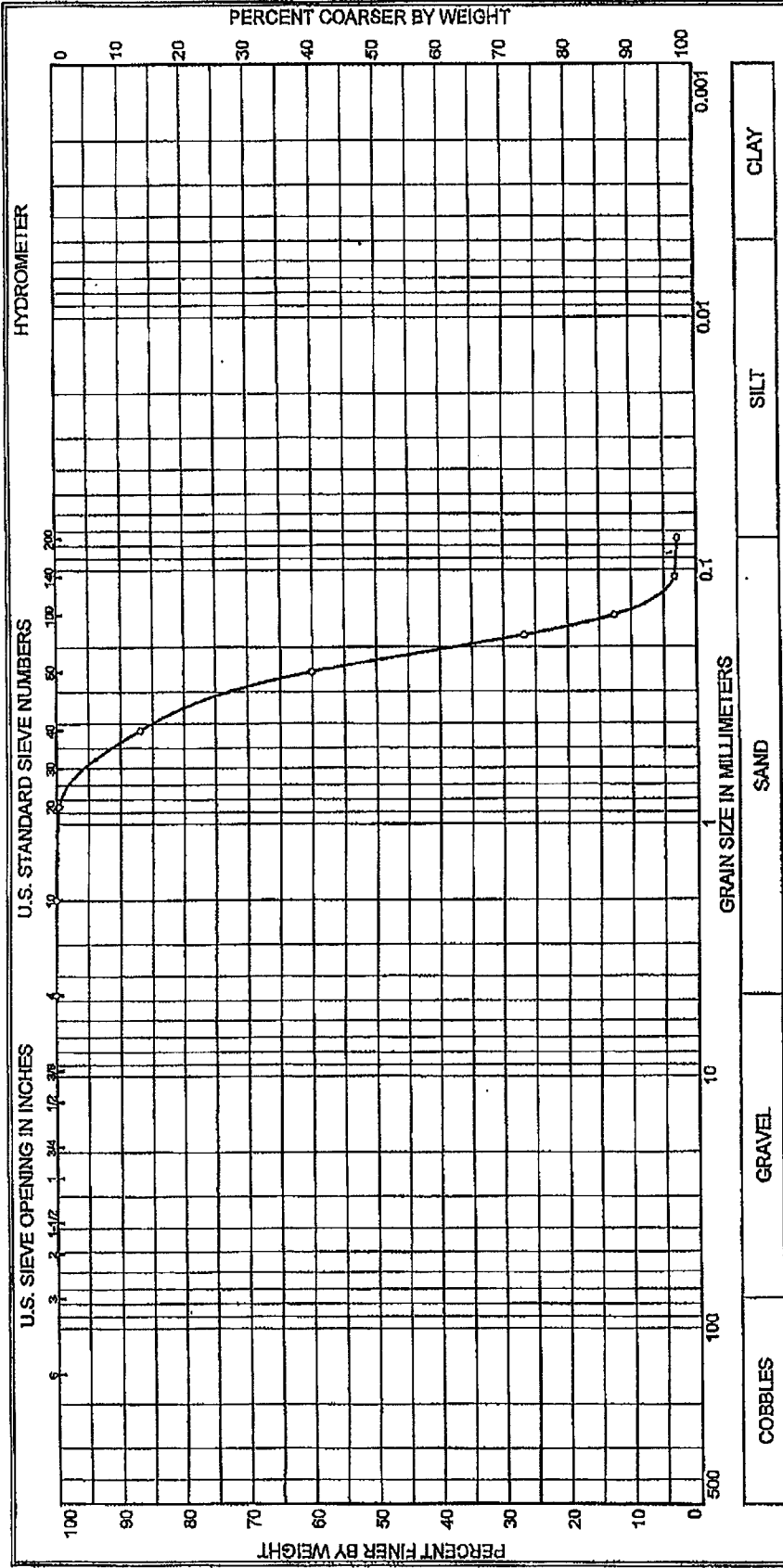
APPENDIX B
GRAIN SIZE ANALYSIS CURVES



Project No. 1.637-0021 Client: Arcadis

Figure
Particle Size Distribution Report
Dobbs Road and Kings Road Intersection Improvements

Ellis & Associates, Inc.



LOCATION	SOURCE	SAMPLE #	DEPTH/ELEV.	MATERIAL DESCRIPTION
Sta. 205+10, 125' Rt.		LA2/2	3-3.5	Fine Sand (SP)

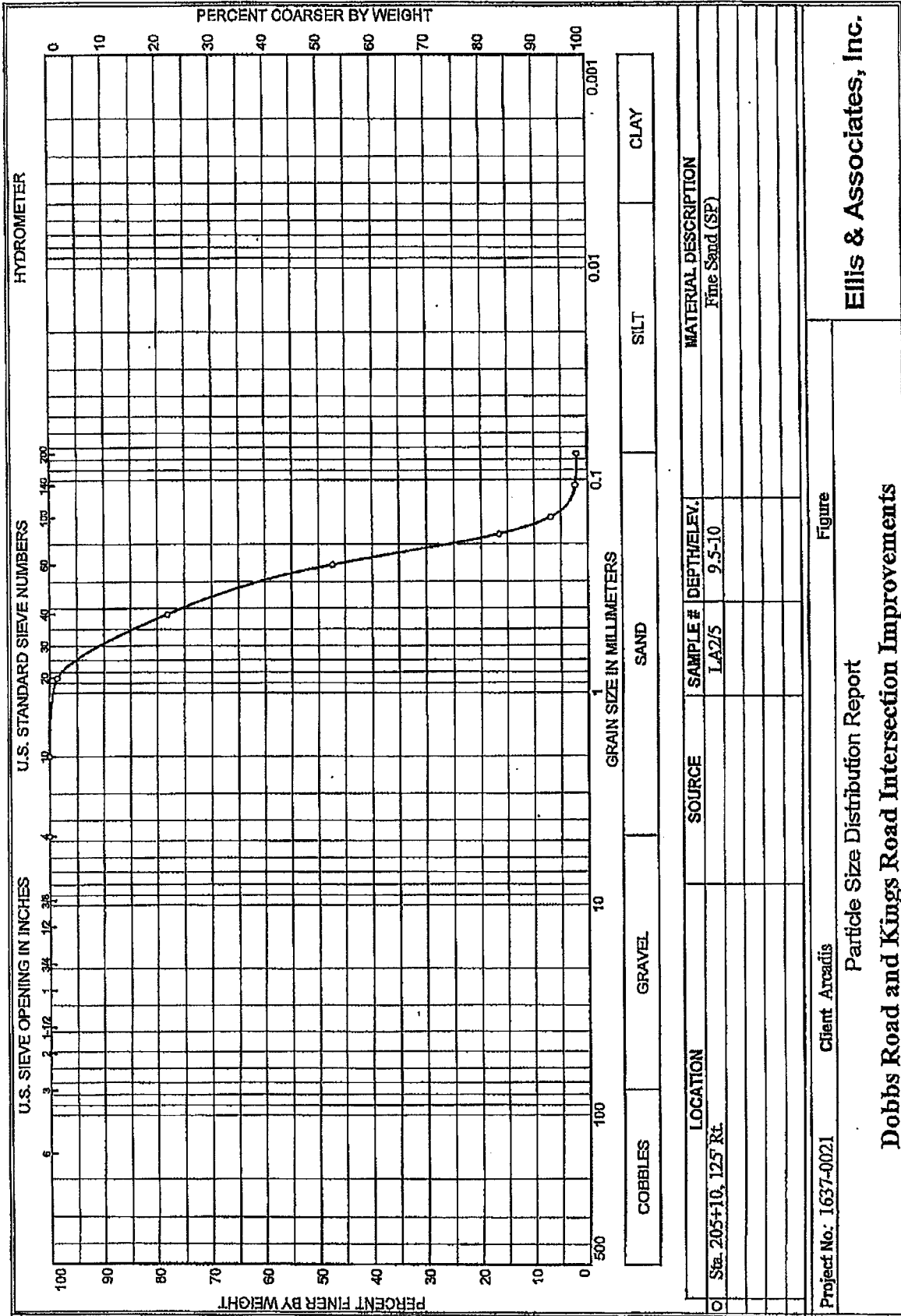
Project No. 1637-0021 Client Arcadis

Figure

Particle Size Distribution Report

Dobbs Road and Kings Road Intersection Improvements

Ellis & Associates, Inc.

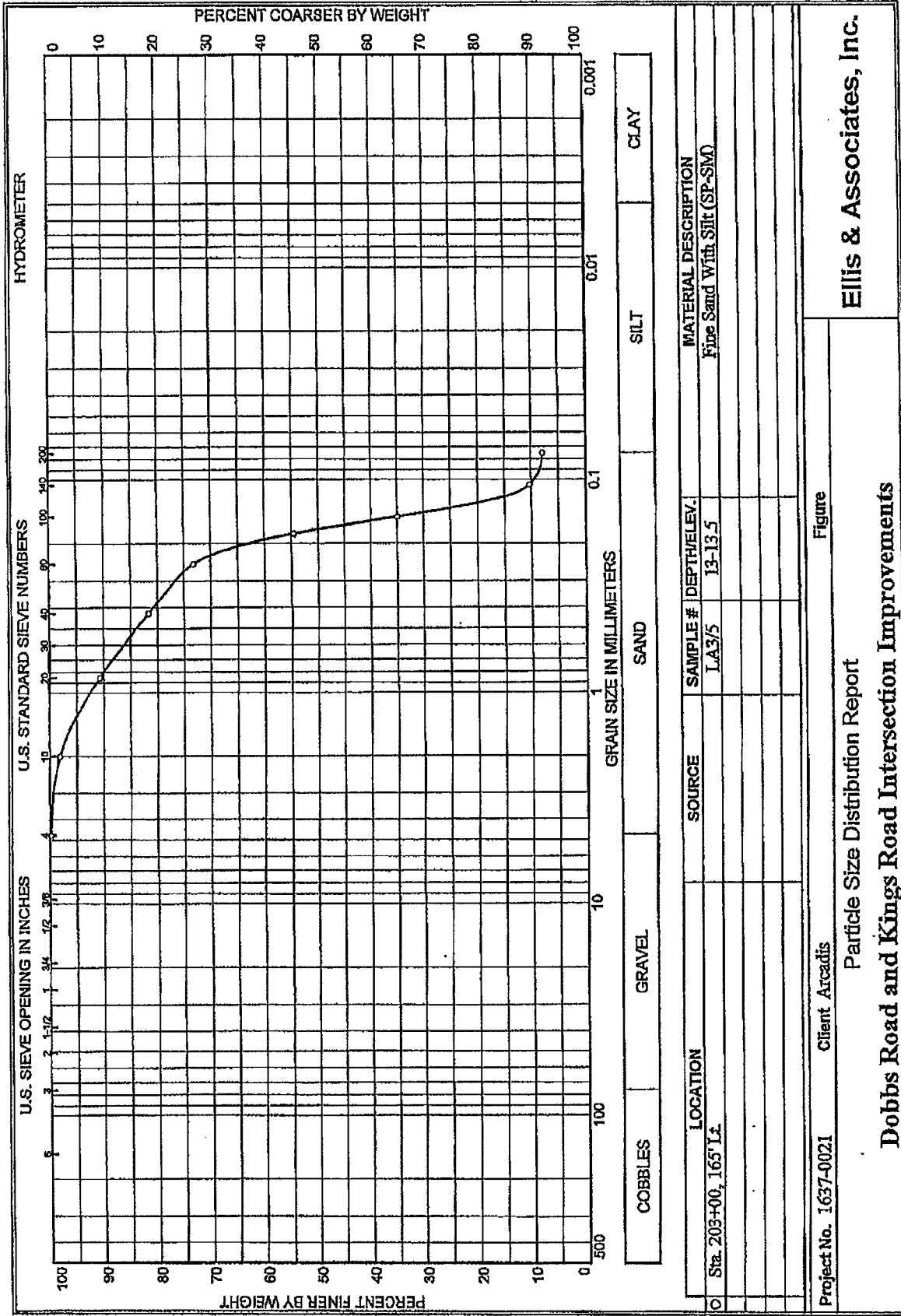


Project No: 1637-0021 Client: Arcadis

Figure
Particle Size Distribution Report

Ellis & Associates, Inc.

Dobbs Road and Kings Road Intersection Improvements



APPENDIX C

FIELD EXPLORATION PROCEDURES
LABORATORY TEST PROCEDURES
KEY TO SOIL CLASSIFICATION



FIELD EXPLORATION PROCEDURES

Hand Auger Boring

The auger borings were performed manually by the use of a hand auger and in general accordance with the latest revision of ASTM D 1452, "Soil Investigation and Sampling by Auger Borings". Representative samples of the soils brought to the ground surface by the augering process were placed in sealed containers and transported to our laboratory where they were examined by our engineer to verify the driller's field classification.

FIELD EXPLORATION PROCEDURES

Flight Auger Boring

The auger borings were performed mechanically by the use of a continuous-flight auger attached to the drill rig and in general accordance with the latest revision of ASTM D 1452, "Soil Investigation and Sampling by Auger Borings". Representative samples of the soils brought to the ground surface by the augering process were placed in glass jars, sealed, and transported to our laboratory where they were examined by our engineer to verify the driller's field classification.

LABORATORY TEST PROCEDURES

Percent Fines Content

The percent fines or material passing the No. 200 mesh sieve of the sample tested was determined in general accordance with the latest revision of ASTM D 1140. The percent fines are the soil particles in the silt and clay size range.

Natural Moisture Content

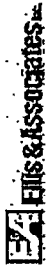
The water content of the sample tests was determined in general accordance with the latest revision of ASTM D 2216. The water content is defined as the ratio of "pore" or "free" water in a given mass of material to the mass of solid material particles.

Atterberg Limits

The Atterberg Limits consist of the Liquid Limit (LL) and the Plastic Limit (PL). The LL and PL were determined in general accordance with the latest revision of ASTM D 4318. The LL is the water content of the material denoting the boundary between the liquid and plastic states. The PL is the water content denoting the boundary between the plastic and semi-solid states. The Plasticity Index (PI) is the range of water content over which a soil behaves plastically and is denoted numerically by the difference between the LL and the PL. The water content of the sample tested was determined in general accordance with the latest revision of ASTM D 2216. The water content is defined as the ration of "pore" or "free" water in a given mass of material to the mass of solid material particles.

Organic Loss on Ignition (Percent Organics)

The organic loss on ignition or percent organic material in the sample tested was determined in general accordance with ASTM D 2974. The percent organics is the material, expressed as a percentage, which is burned off in a muffle furnace at 455 ± 10 degrees Celsius.



KEY TO SOIL CLASSIFICATION

Description of Compactness or Consistency in Relation
To Standard Penetration Resistance

COARSE GRAINED SOILS (Sands and Gravels)	
N-Value	Compactness
0-3	Very Loose
4-10	Loose
11-30	Medium Dense
31-50	Dense
51 and Greater	Very Dense

FINE GRAINED SOILS (Silt and Clays)	
N-Value	Consistency
0-1	Very Soft
2-4	Soft
5-8	Firm
9-15	Stiff
16-30	Very Stiff
31 and Greater	Hard

FDOT Classification of Highway Subgrade Materials (modified AASHTO classification)

General Classification	Granular Materials (35% or less passing No. 200)				Silt-clay materials (MORE THAN 35% PASSING NO. 200)				
	A-2	A-2-4	A-2-5	A-2-6	A-2-7	A-4	A-5	A-6	A-7
Sieve analysis, percent passing: No. 10 No. 40 No. 200	51 min. ≤5	- 12-35 ≤12	- 12-35 ≤12	- 12-35 ≤12	- 12-35 ≤12	- 36-50 ≥50	- 36-50 ≥50	- 36-50 ≥50	- 36-50 ≥50
Characteristics of fraction passing No. 40: Liquid Limit Plasticity Index	- NP	40 max. 10 max.	41 min. 10 max.	40 max. 11 min.	41 min. 11 min.	40 max. 10 max.	41 min. 10 max.	40 max. 11 min.	41 min. 11 min.*
Usual types of significant constituent materials	sand w/silt or sand w/clay	sand w/silt sand w/clay	sand w/silt or clayey sand	sand w/clay sand	sand w/clay sand	very silty sand	very silty sand	very clayey sand	very clayey sand clay

* Plasticity Index of A-7.5 subgroup is equal to or less than LI, minus 30. Plasticity index of A-7.6 subgroup is greater than LI, minus 30.
NOTE: Highly organic soils classify as A-8.

ORGANIC MATERIAL MODIFIERS	
Modifier	Organic Content
Trace	1% to 2%
Few	2% to 5%
Some	5% to 8%
Many	>8%

DOBBS ROAD/KINGS ESTATE ROAD/KINGS ROAD INTERSECTION REALIGNMENT

ST. JOHNS COUNTY ENGINEERING

CONTRACT PLANS

COUNTY PROJECT ID 07-003/5164

ST. JOHNS COUNTY

BID NUMBER 14-91

COMPONENTS OF CONTRACT PLANS SET
ROADWAY IMPROVEMENT PLANS
UTILITY RELOCATION PLANS

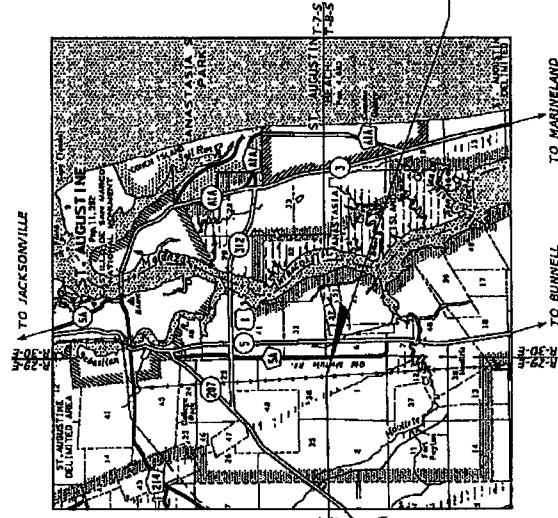
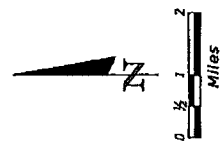
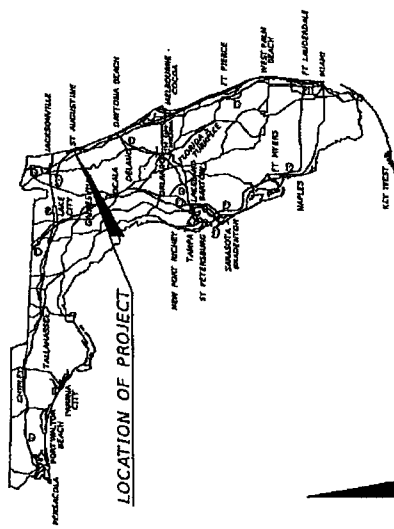
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	DRAINAGE MAP
4-5	TYPICAL SECTIONS
6-7	SUMMARY OF DRAINAGE STRUCTURES
8	GENERAL NOTES
9	PROJECT LAYOUT
10-18	PLAN/PROFILE
19	PLATEAU INTERSECTION DETAIL
20	POND GEOMETRY
20-23	DRAINAGE STRUCTURE DETAILS
24	CROSS SECTIONS
25-42	STORMWATER POLLUTION PREVENTION PLAN
43	EROSION CONTROL PLANS
44-47	MAINTENANCE OF TRAFFIC
48-54	SIGNALING AND MARKING PLAN
51 thru 5-3	SIGNALIZATION PLAN
T-1 thru T-6	SIGNALIZATION PLAN

GOVERNING STANDARDS AND SPECIFICATIONS:
ST. JOHNS COUNTY LAND DEVELOPMENT CODE,
FLORIDA DEPARTMENT OF TRANSPORTATION,
2014 DESIGN STANDARDS AND REVISED INDEX
DRAWINGS AS APPENDED HEREIN, AND 2004
STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION, AS AMENDED BY
CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE
"DESIGN STANDARDS" LINK AT THE FOLLOWING
WEB SITE:
<http://www.doc.state.fl.us/rddesign/>

FOR THE STANDARD SPECIFICATIONS FOR
ROAD AND BRIDGE CONSTRUCTION CLICK ON
THE "SPECIFICATIONS" LINK AT THE FOLLOWING
WEB SITE:
<http://www.doc.state.fl.us/specificationsoffice/>

ST. JOHNS COUNTY
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES
H.P. TOMPKINS, JR., PE, COUNTY ENGINEER
MIKE ADAMS, PROJECT MANAGER
2470 INDUSTRY CENTER ROAD
ST. AUGUSTINE, FLORIDA, 32084



ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

WALTER J. NEMECEK III, P.E.
ARCADIS
1830 PRINCIPAL DRIVE, SUITE 400
JACKSONVILLE, FLORIDA 32207

PLANS PREPARED BY:

ARCADIS

1650 Professional Drive, Suite 400
Jacksonville, Florida 32207
Phone (904) 721-2991 Fax (904) 861-2450
Certificate of Authorization No. 7917
Engineer of Record: Walter J. Nemecek III, P.E.
Florida Registration Number: 58122

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

DATE	REVISIONS	DESCRIPTION

JUNE 2014

REVISIONS PER ADDENDUM 1
SHEETS 40, 51, 52, 54

ROADWAY PLANS
ENGINEER OF RECORD: WALTER J. NEMECEK III, P.E.
P.E. NO.: 58122

SHEET
NO.
1

DATE TIME STYLE

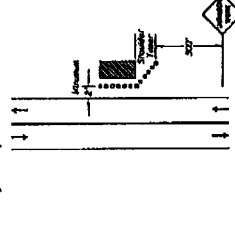
MAINTENANCE OF TRAFFIC REQUIREMENTS

1. ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO ST. JOHNS COUNTY PUBLIC WORKS DIVISION FOR REVIEW AND APPROVAL. ALL APPLICABLE GUIDELINES SET FORTH IN PROJECT MANUALS SHALL APPLY TO ALL METHODS AND DEVICES.
2. PROJECT WORK HOURS ARE BETWEEN 5:00 AM TO 4:00 PM, EXCEPT NIGHTLY LANE CLOSURES.
3. CONTRACTOR MUST MAINTAIN EXISTING SIGNS. IF SIGNS ARE DAMAGED DUE TO THE ACTIVITIES OF THE CONTRACTOR, THEY SHALL BE IMMEDIATELY REPAIRED OR REPLACED WITH CORRECT OR IDENTICAL SIGNS.
4. ROADWAY TO BE MAINTAINED SHALL BE IDENTIFIED ON TRUCK PLANS. THE ROADWAY TO BE MAINTAINED SHALL BE IDENTIFIED ON TRUCK PLANS.
5. LOCAL ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
6. IF SIDEWAYS ARE DISTURBED AND HAVE TO BE REPLACED, ALL REPAIRS ARE TO BE INSTALLED, WHERE NECESSARY.
7. ALL TRENCHES CONSTRUCTED ACROSS EXISTING ROADWAY SHALL BE CAPPED WITH A NUMBER OF ASPHALT CONCRETE OR 6" OF LINE ROCK OR EQUIVALENT PRIOR TO RESUMING TRAFFIC.
8. SIGNAGE SHALL BE MAINTAINED ON ALL OPENINGS.
9. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF CONTRACTOR WANTS TO ALTER THE PHASING SCHEDULE, CONTRACTOR IS TO NOTIFY PUBLIC WORKS DIVISION TO CONSIDER APPROVAL.
10. PROPERLY EQUIPPED FLASHERS SHALL CONTROL THE TRAFFIC BY-PASSING AND THE WORK ZONE AT ALL TIMES. WHEN TWO-WAY TRAFFIC IS RESTORED THE FLASHERS WILL NOT BE NECESSARY.
11. LOCAL TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.
12. ARROWS SHOWN IN THE TRAFFIC CONTROL PLAN SHEETS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS, UNLESS OTHERWISE NOTED.
13. EXISTING PAVEMENT MARKINGS AND SIGNAGE THAT CONFLICT WITH THE TRAFFIC CONTROL PLAN SHALL BE COVERED AS NOT TO CONFLICT WITH TRAFFIC FLOW THROUGH CONSTRUCTION.
14. ALL DRIVEWAYS SHALL BE MAINTAINED AT A MINIMUM OF 6" GRADE DURING CONSTRUCTION.
15. TEMPORARY PAVEMENT SHALL BE A MINIMUM OF 2" OF ASPHALT CONCRETE OR 6" OF LINE ROCK BASE OR EQUIVALENT. TEMPORARY PAVEMENT SHALL BE MAINTAINED TO THE SATISFACTION OF ST. JOHNS COUNTY. APPROVAL IS TO BE OF LOCAL RESERVATION.
16. NO LANE CLOSURES BETWEEN THE HOURS OF 7 AM AND 3 PM.
17. CONNECTING THE PROPOSED ROAD TO EXISTING SHALL BE COMPLETED AT NIGHT. NIGHT WORK IS LIMITED TO THE HOURS OF 7 PM - 6 AM.
18. FULL ROAD CLOSURES TO TRAFFIC MUST BE MAINTAINED TO A MINIMUM OF 4 HOURS. WORK ZONE MUST NOT EXCEED 2 WORKING DAYS TOTAL.
19. MINIMUM LANE WIDTH OF 10' MUST BE MAINTAINED IN ALL HOT PHASES.
20. BARRIER DEVICES FOR CRIP OFF PROTECTION MUST FOLLOW FOOT AND/OR 600'.
21. ADDITIONAL TEMPORARY PAVEMENT MAY BE NECESSARY FOR PLACEMENT OF BARRIER DEVICE.

VARIABLE MESSAGE SIGNS (VMS)

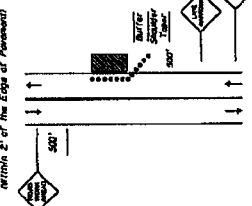
1. THE MESSAGE SHOULD BE VISIBLE AND LEGIBLE AT A MINIMUM DISTANCE OF 500 FEET. ALL MESSAGES ARE DISPLAYED TO A DRIVER WHILE APPROACHING THE SITE FROM 500 FEET AT 35 MPH.
2. VMS SHOULD BE PLACED APPROX. 500 TO 600 FEET IN ADVANCE OF THE WORK ZONE.
3. IF VMS ARE TO BE USED AT NIGHT, THE INTENSITY OF THE LIGHTS MUST BE ADJUSTED TO BE VISIBLE AT NIGHT WHEN LOWER INTENSITIES ARE DESIRABLE.
4. FOR ADDITIONAL INFORMATION REFER TO THE FOOT ROADWAY PLANS PREPARATION MANUAL VOLUME 1, CHAPTER 6.
5. TYPICAL ROAD CROSSING DETAIL TAKEN FROM THE MANUAL OF STANDARD TRAFFIC CONTROL DEVICES, PAGE 68-4.

Shoulder Work (2'-15' From the Edge of Pavement) Maintaining Two-Way Traffic in the Travel Lane



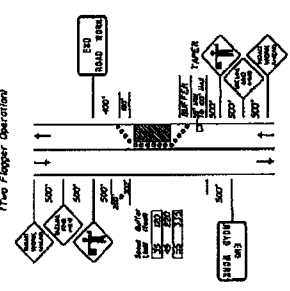
CASE 1 M.O.T.

Shoulder Work With Inert Encroachment (Within 2' of the Edge of Pavement)



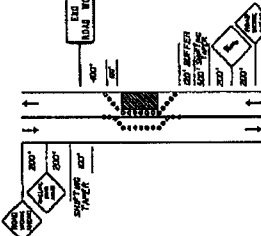
CASE 2 M.O.T.

Lane Closure & Temporary Barrier (Two Flagger Operations)

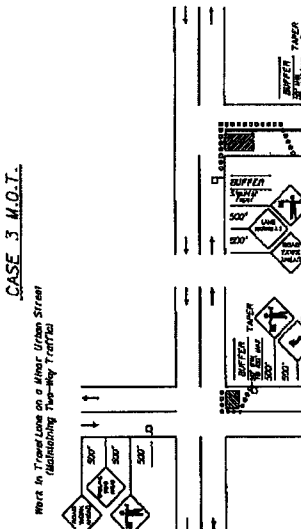


CASE 3 M.O.T.

Work in Travel Lane on a Multi-Lane Urban Street (Maintaining Two-Way Traffic)



CASE 4 M.O.T.



CASE 5 M.O.T.

- LEGEND**
- Flagger Symbol
 - Arrow Symbol
 - Right Lane Warning Device
 - Warning Sign
 - Temporary Pavement
 - Portable Changeable Message Sign (PCMS)

WORK ZONE CASE LEGEND

- Case 1
- Case 2
- Case 3
- Case 4
- Case 5

POST MESSAGE TABLE 1		POST MESSAGE TABLE 2	
DISPLAY 1	DISPLAY 2	DISPLAY 1	DISPLAY 2
KINGS ESTATE ROAD	IMMEDIATE CLOSURE AHEAD	CAUTION ROAD CLOSED	WORK AHEAD
DISPLAYED 2 WEEKS PRIOR TO CONSTRUCTION. CONTRACTOR MAY ALTER DISPLAYS WITH APPROVAL OF THE ENGINEER.			

DOBBS ROAD/KINGS ESTATE ROAD / KINGS ROAD INTERSECTION REALIGNMENT

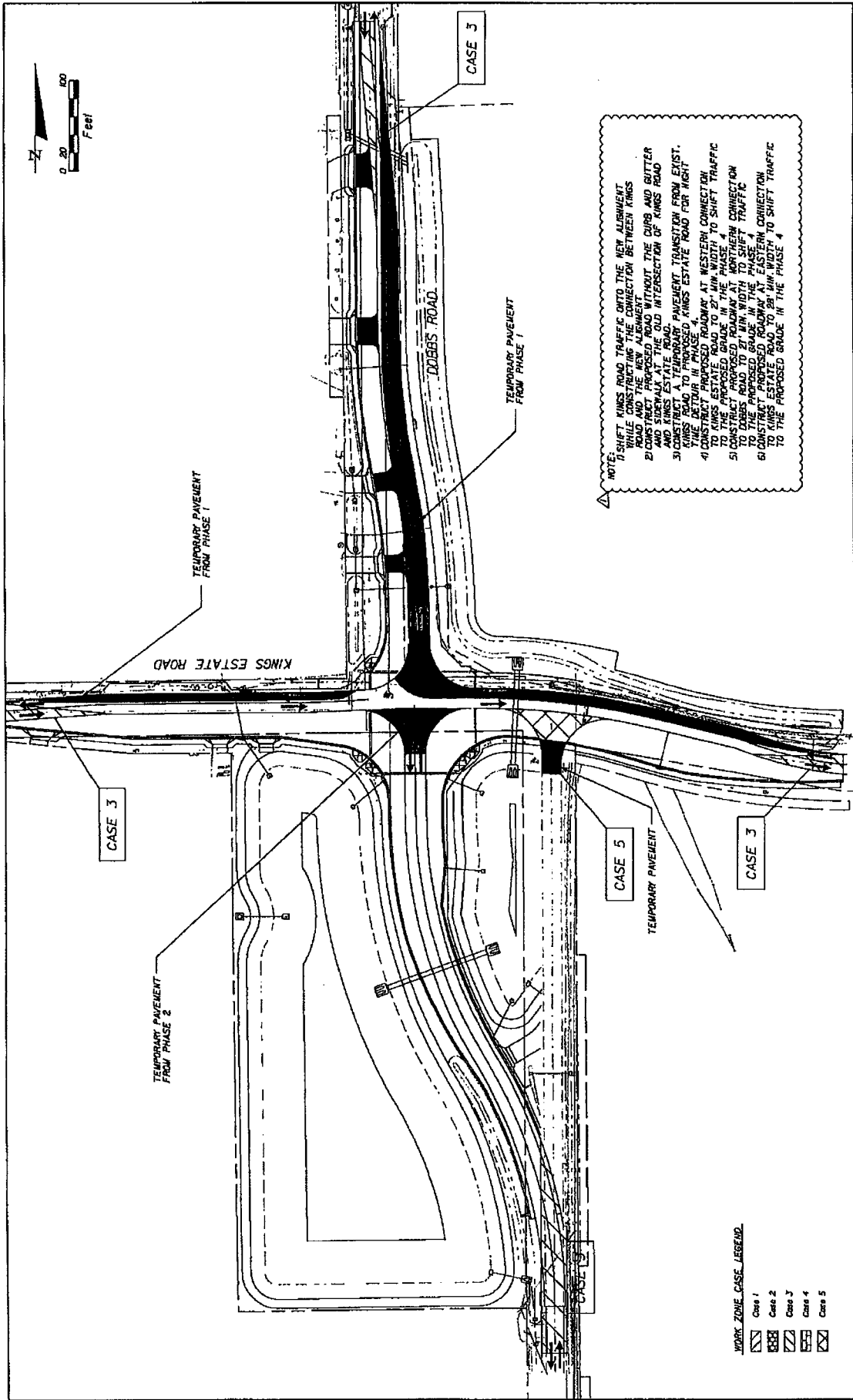
ARCADIS
1650 Prudential Drive, Suite 400
Jacksonville, Florida 32207
T: 904.721.2591 | F: 904.851.2450
Certificate of Authorization No. 7917
Walter J. Nemecek, III, PE | No. 58122

COUNTY: St. Johns
CITY PROJECT #: 07-003/564

DATE: 08/28/2024
BY: JES/BJM
CHECKED: JES/BJM
DATE: 08/28/2024

PROJECT NO: 2024-003/564

SHEET NO: 48



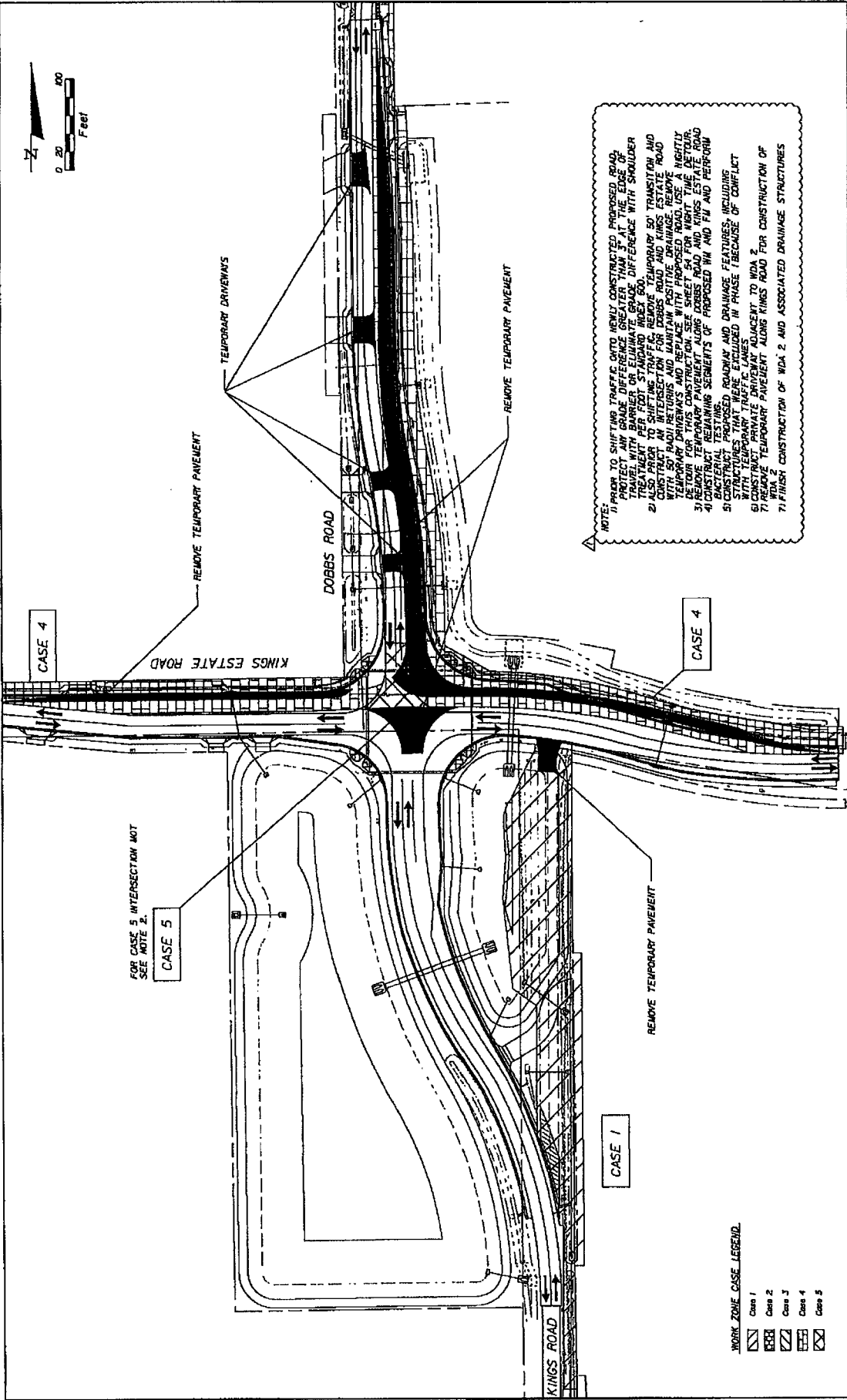
NOTE: SHIFT KINGS ROAD TRAFFIC ONTO THE NEW ALIGNMENT WHILE CONSTRUCTING THE CONNECTION BETWEEN KINGS ROAD AND THE NEW ALIGNMENT

- 1) CONSTRUCT PROPOSED ROAD WITHOUT THE CURB AND GUTTER AND KINGS ESTATE ROAD OLD INTERSECTION OF KINGS ROAD AND KINGS ESTATE ROAD
- 2) CONSTRUCT A TEMPORARY PAVEMENT TRANSITION FROM EXIST. KINGS ROAD TO PROPOSED KINGS ESTATE ROAD FOR NIGHT TIME
- 3) CONSTRUCT PROPOSED ROADWAY AT WESTERN CONNECTION TO KINGS ESTATE ROAD TO 27' MIN WIDTH TO SHIFT TRAFFIC TO THE PROPOSED GRADE IN THE PHASE 4
- 4) CONSTRUCT PROPOSED ROADWAY AT NORTHERN CONNECTION TO THE PROPOSED GRADE IN THE PHASE 4
- 5) CONSTRUCT PROPOSED ROADWAY AT EASTERN CONNECTION TO KINGS ESTATE ROAD TO 28' MIN WIDTH TO SHIFT TRAFFIC TO THE PROPOSED GRADE IN THE PHASE 4

WORK ZONE CASE LEGEND

Case 1	Diagonal lines
Case 2	Cross-hatch
Case 3	Horizontal lines
Case 4	Vertical lines
Case 5	Stippled

REVISIONS DATE: 6/23/14 BY: JMS REVISION: REVISION NOTES		DOBBS ROAD/KINGS ESTATE ROAD/ KINGS ROAD INTERSECTION REALIGNMENT	
ARCADIS 1650 Prudential Drive, Suite 400 Jacksonville, Florida 32207 T: 904.721.2591 F: 904.861.2450 Certificate of Authorization No. 7917 Walter J. Nemecsek, III, P.E. No. 58122		COUNTY: St. Johns COUNTY PROJECT #: 07-003/584	
COUNTY: St. Johns COUNTY PROJECT #: 07-003/584		MAINTENANCE OF TRAFFIC PHASE 3	
SHEET NO. 51		6/23/2014 14:52:37	



NOTES:

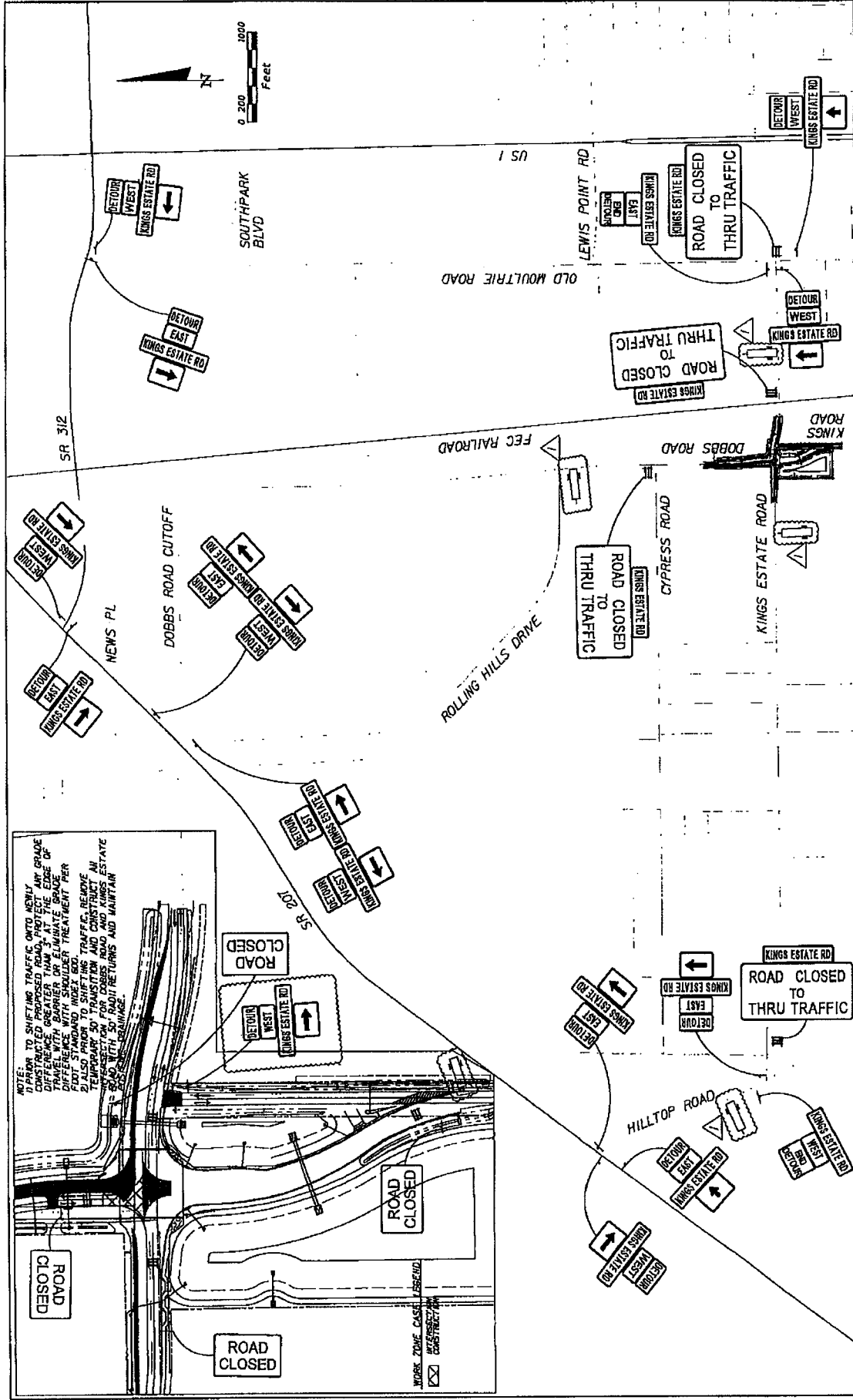
- 1) PRIOR TO SHIFTING TRAFFIC ONTO NEWLY CONSTRUCTED PROPOSED ROAD, PROTECT ANY GRADE DIFFERENCES GREATER THAN 1/4" ALONG THE EDGE OF PAVEMENT WITH 1/4" HIGH CURBS. DIFFERENCE WITH SHOULDER TREATMENT PER FOOT STANDARD INDEX 80.
- 2) ALSO PRIOR TO SHIFTING TRAFFIC REMOVE TEMPORARY 50' TRANSITION AND CONSTRUCT AN INTERSECTION FOR DOBBS ROAD AND KINGS ESTATE ROAD WITH 50' TRANSITION AND REPLACE WITH PROPOSED ROAD. USE A NEARLY DETOUR FOR THIS CONSTRUCTION. SEE SHEET 54 FOR NIGHT TIME DETOUR.
- 3) REMOVE TEMPORARY PAVEMENT ALONG DOBBS ROAD AND KINGS ESTATE ROAD.
- 4) CONSTRUCT REMAINING SEGMENTS OF PROPOSED W1 AND W2 AND PERFORM SIGNING.
- 5) CONSTRUCT PROPOSED ROADWAY AND DRAINAGE FEATURES, INCLUDING STRUCTURES THAT WERE EXCLUDED IN PHASE 1 BECAUSE OF CONFLICT WITH TEMPORARY TRAFFIC LANES.
- 6) COMPLETE CONSTRUCTION OF WDA 2 ALONG KINGS ROAD FOR CONSTRUCTION OF WDA 2.
- 7) FINISH CONSTRUCTION OF WDA 2 AND ASSOCIATED DRAINAGE STRUCTURES.

FOR CASE 5 INTERSECTION NOT SEE NOTE 2.

WORK ZONE CASE LEGEND

- Case 1
- Case 2
- Case 3
- Case 4
- Case 5

REVISIONS DATE BY WSA DESCRIPTION REVISED NOTES		DOBBS ROAD/KINGS ESTATE ROAD/ KINGS ROAD INTERSECTION REALIGNMENT	COUNTY ST. JOHNS COUNTY PROJECT # 07-003/564	MAINTENANCE OF TRAFFIC PHASE 4	SHEET NO. 52
ARCADIS 1650 Prudential Drive, Suite 400 Jacksonville, Florida 32207 T: 904.721.2991 F: 904.861.2450 Certificate of Authorization No. 7917 Walter J. Nemecek, III, PE No. 98122					



NOTE:
 1) PRIOR TO SHIFTING TRAFFIC ONTO NEWLY
 CONSTRUCTED CURBSIDE GRADE
 DIFFERENCES WILL BE MAINTAINED AT THE EDGE OF
 TRAVEL WITH GREATER THAN 1" AT THE EDGE OF
 TRAVEL WITH GREATER OR ELIMINATE GRADE
 DIFFERENCE WITH SHOULDER TREATMENT PER
 STANDARD PRACTICE.
 2) PRIOR TO SHIFTING TRAFFIC, REMOVE
 ALL EXISTING SIGNAGE AND CONSTRUCT AN
 INTERSECTION FOR DOBBS ROAD AND KINGS ESTATE
 ROAD WITH 50' WIDE SHOULDERS AND MAINTAIN
 1" PER FOOT SLOPE.

WORK ZONE CASE CLOSED
 INTERSECTION

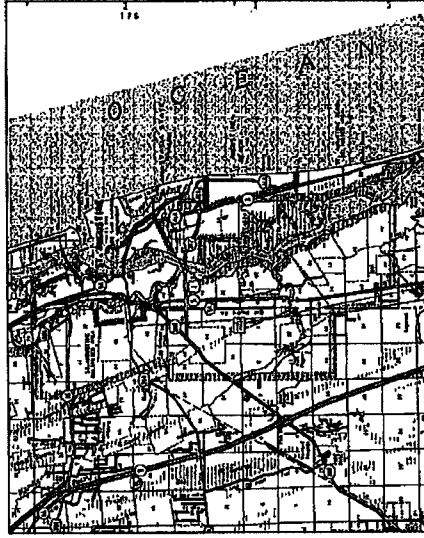
REVISIONS DATE BY DESCRIPTION 6/26/14 JCS/AJ REVISIONS TO DETOUR PLAN, ADDED POINTS SYMBOLS		INTERSECTION REALIGNMENT DOBBS ROAD/KINGS ESTATE ROAD/ KINGS ROAD		ARCADIS 1650 Prudential Drive, Suite 400 T: 904 771 2891 F: 904 861 7450 Certificate of Authorization No. 7917 Walter J. Nemecek, III, P.E. No. 58122		COUNTY St. Johns COUNTY PROJECT # 07-003/564		MAINTENANCE OF TRAFFIC NIGHT TIME DETOUR		SHEET NO. 54
---	--	--	--	---	--	---	--	---	--	-----------------

DATE: 6/26/14
 TIME: 10:00 AM
 DRAWN BY: JCS/AJ
 CHECKED BY: JCS/AJ
 SCALE: AS SHOWN
 PROJECT: 07-003/564
 COUNTY: ST. JOHNS
 SHEET NO.: 54

CONSTRUCTION PLANS
FOR
DOBBS ROAD/KINGS ESTATE ROAD/KINGS ROAD
UTILITY IMPROVEMENTS
FOR
ST. JOHNS COUNTY UTILITY DEPARTMENT

INDEX OF DRAWINGS

SHEET NO.	DRAWING NO.	DESCRIPTION
1		Cover
2	KM-01	Key Map and Flushing Plan
3	UT-01	Plan and Profile
4	UT-02	Plan and Profile
5	UT-03	Plan and Profile
6	UT-04	Plan and Profile
7	UT-05	Plan and Profile
8	UT-06	Plan and Profile
9	UT-07	Plan and Profile
10	GN-1	General Notes (S.C.U.D.)
11	GW-1	General Details (S.C.U.D.)
12	GW-2	General Details (S.C.U.D.)
13	GS-2	General Details (S.C.U.D.)
14		



PLANS PREPARED BY:
ARCADIS
 1650 Prudential Drive, Suite 400
 Jacksonville, Florida 32207
 Phone (904) 721-2991 Fax (904) 861-2450
 Certificate of Authorization No.: 7917
 WALTER J. NEMECEK III, P.E.
 ARCADIS CONSULTING GROUP, SUITE 400
 JACKSONVILLE, FLORIDA 32207

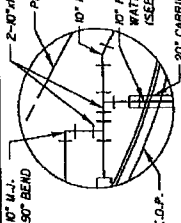
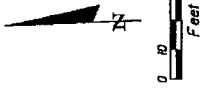
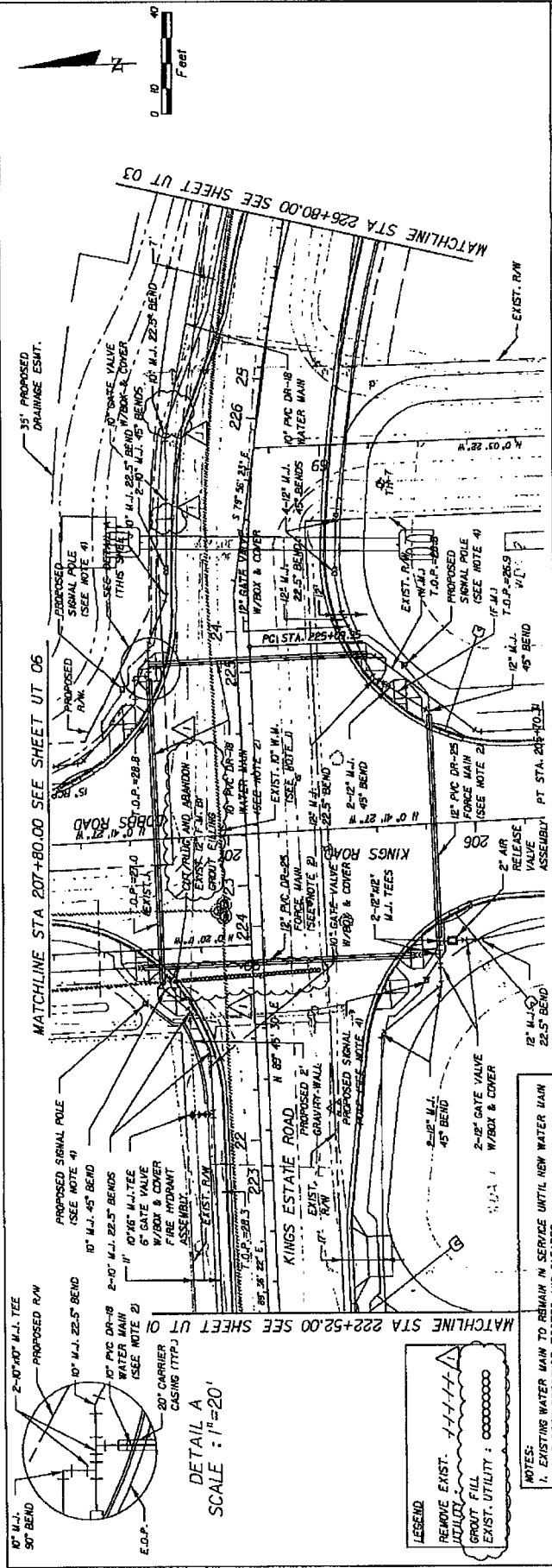
ENGINEER OF RECORD: WALTER J. NEMECEK III, P.E.
 P.E. NO. 58122

ISSUE DATE: JUNE 2014

ARCADIS CONSULTING GROUP

ST. JOHNS COUNTY UTILITY DEPARTMENT
 ARCADIS PROJECT No.: JK0071.1.4





SCALE: 1"=20'

LEGEND

- REMOVE EXIST.
- LIQUID
- GROUT FILL
- EXIST. UTILITY:

- NOTES:**
- EXISTING WATER MAIN TO REMAIN IN SERVICE UNTIL NEW WATER MAIN HAS BEEN PRESSURE TESTED AND CLEANED.
 - ALL PROPOSED WATER MAIN AND FORCE MAIN CROSSING UNDER PROPOSED PAVEMENT TO BE INSTALLED IN STEEL CASING PIPE PER ST. JOHNS COUNTY STANDARDS.
 - ADDITIONAL FITTINGS FOR INTERSECTION LABELED ON UT 03.
 - CONTRACTOR TO COORDINATE SIGNAL POLE INSTALLATION WITH UTILITY INSTALLATION.
 - TOP OF PIPE ELEVATIONS PROVIDED ARE FOR THE MAIN LINE AND, NOT THE CASING.

DATE	BY	REVISIONS / DESCRIPTION	STATION
06-23-11	JMS	REVISION UPDATING REMOVED 45" BEND SIGNAL	
			22
			24
			26
			28
			30
			32
			34
			36

REVISIONS

1550 Prudential Drive, Suite 400
 Jacksonville, Florida 32207
 T: 904 721 2991 | F: 904 861 2450
 Certificate of Authorization No. 7917
 Walter J. Neenan, III, PE [No. 58122]

ARCADIS

DOBBS ROAD/KINGS ESTATE ROAD/KINGS ROAD
 Utility Improvements

St. Johns County Project # 07-001/3964

DOBBS ROAD/KINGS ESTATE ROAD/KINGS ROAD
 Utility Improvements

ST. JOHNS COUNTY PROJECT # 07-001/3964

DATE: 06-23-11

BY: JMS

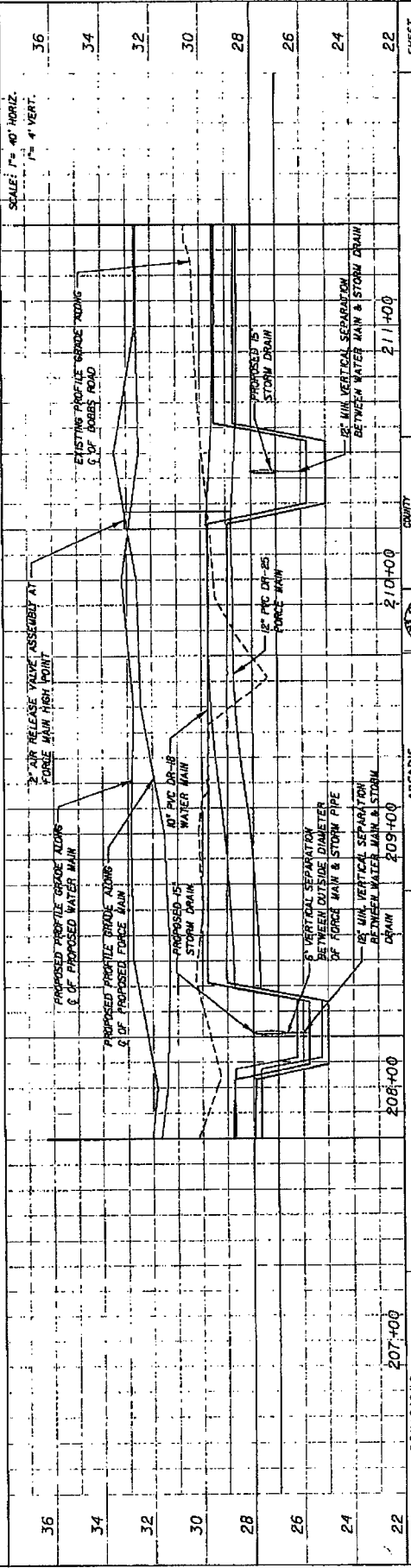
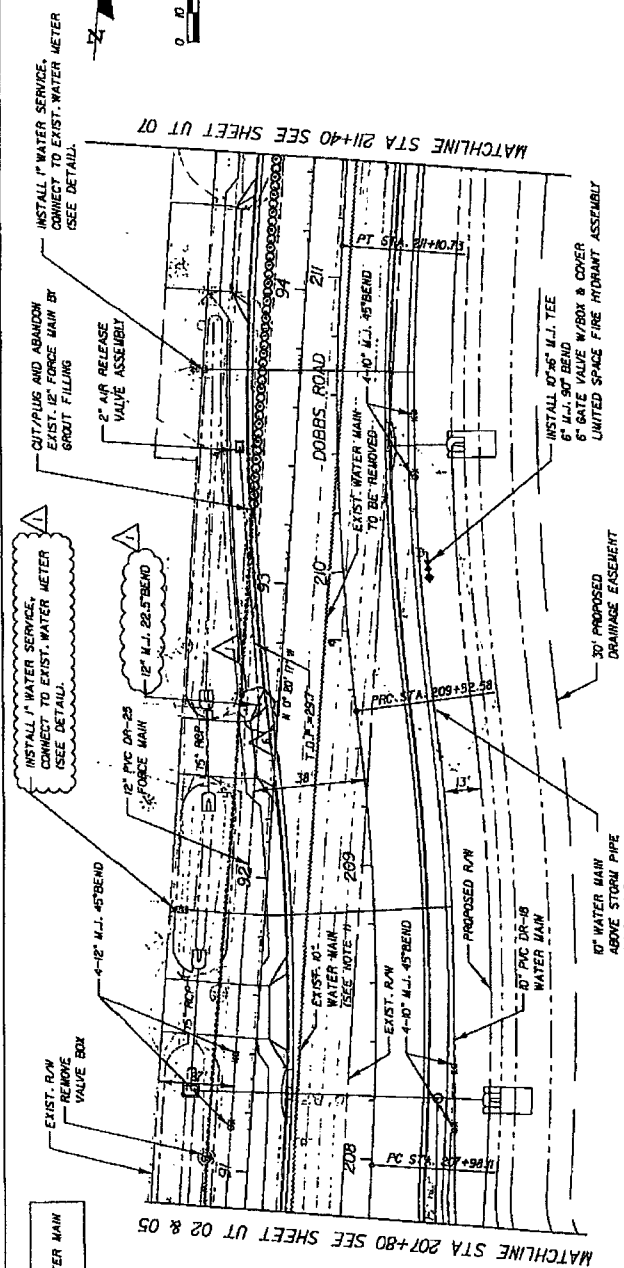
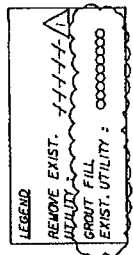
REVISIONS: REVISION UPDATING REMOVED 45" BEND SIGNAL

STATION: 22, 24, 26, 28, 30, 32, 34, 36

SCALE: 1"=40' HORIZ., 1"=4' VERT.

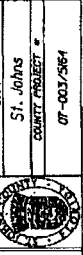
SHEET NO. UT 02

NOTES:
1. EXISTING WATER MAIN TO REMAIN IN SERVICE UNTIL NEW WATER MAIN HAS BEEN PRESSURE TESTED AND CLEARED.






DATE	BY	REVISIONS
06-23-14	JMS	ADDED WATER SERVICE NOTE; LEGEND UPDATE

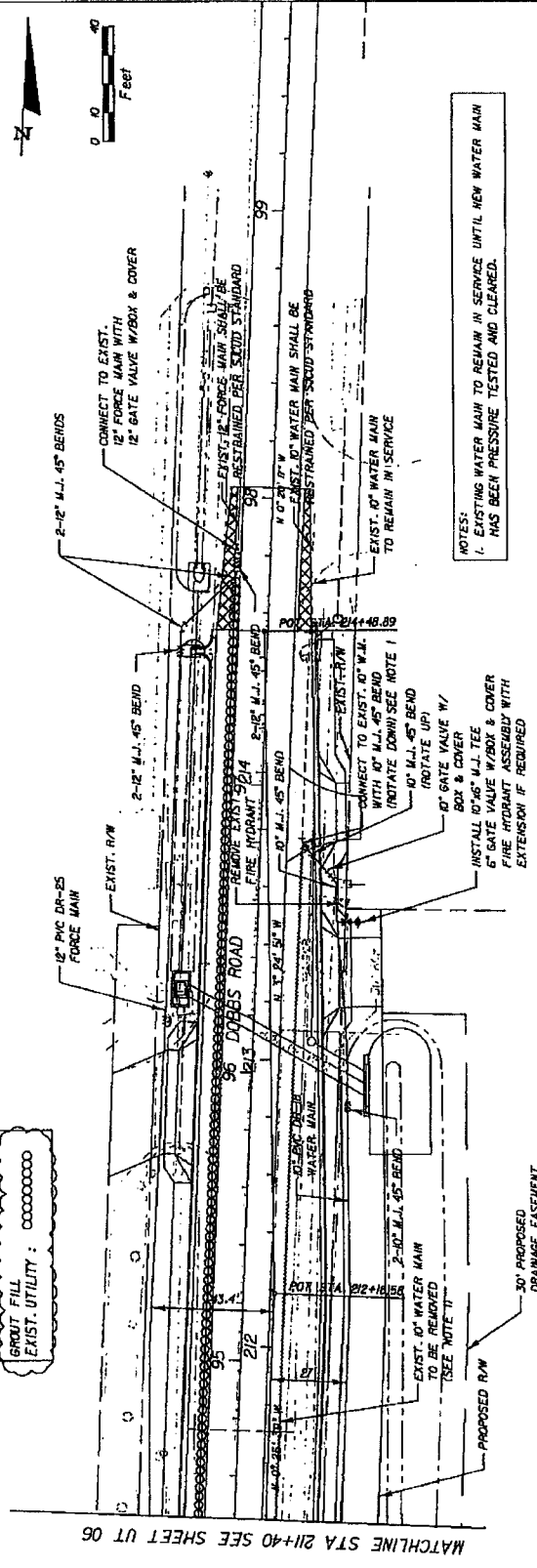
ARCADIS
 1650 Prudential Drive, Suite 400
 Jacksonville, Florida 32207
 T: 904 721 2991 F: 904 861 2450
 Certificate of Authorization No. 7917
 Walter J. Nemecek, III, P.E. [No. 58122]



DOBBS ROAD/KINGS ESTATE ROAD/KINGS ROAD
 Utility Improvements
 COUNTY: St. Johns
 COUNTY PROJECT #: 07-003/584

SHEET NO. UT 06

LEGEND
 REMOVE EXIST. 
 GROUT FILL 
 EXIST. UTILITY: 

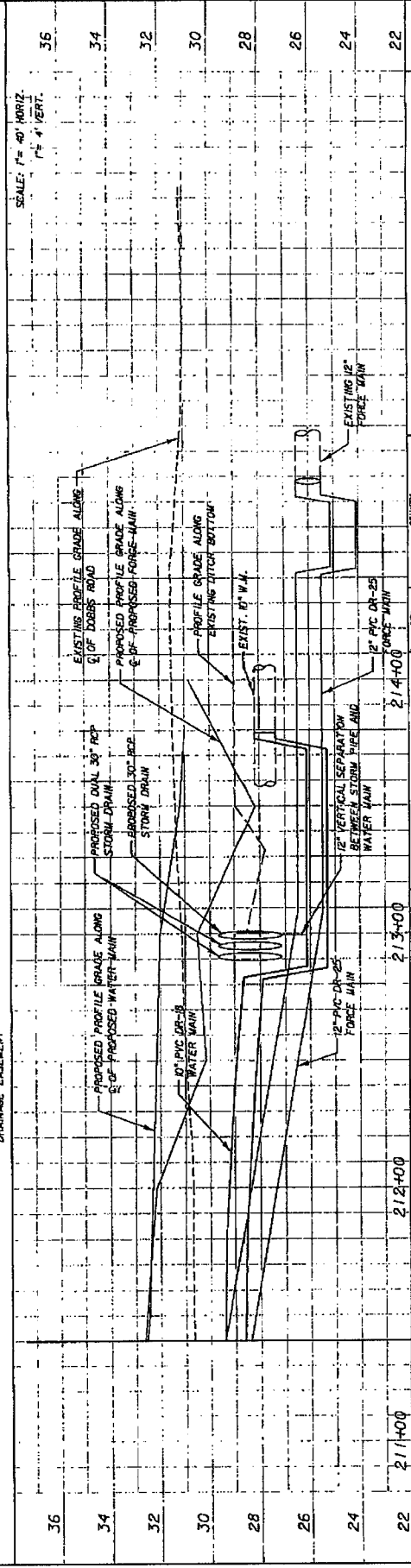


NOTES:
 1. EXISTING WATER MAIN TO REMAIN IN SERVICE UNTIL NEW WATER MAIN HAS BEEN PRESSURE TESTED AND CLEARED.

INSTALL 10" M.J. 45 TEE
 6" GATE VALVE W/BOX & COVER
 FIRE HYDRANT ASSEMBLY WITH
 EXTENSION IF REQUIRED

EXIST. 10" WATER MAIN
 TO BE REMOVED
 (SEE NOTE 11)

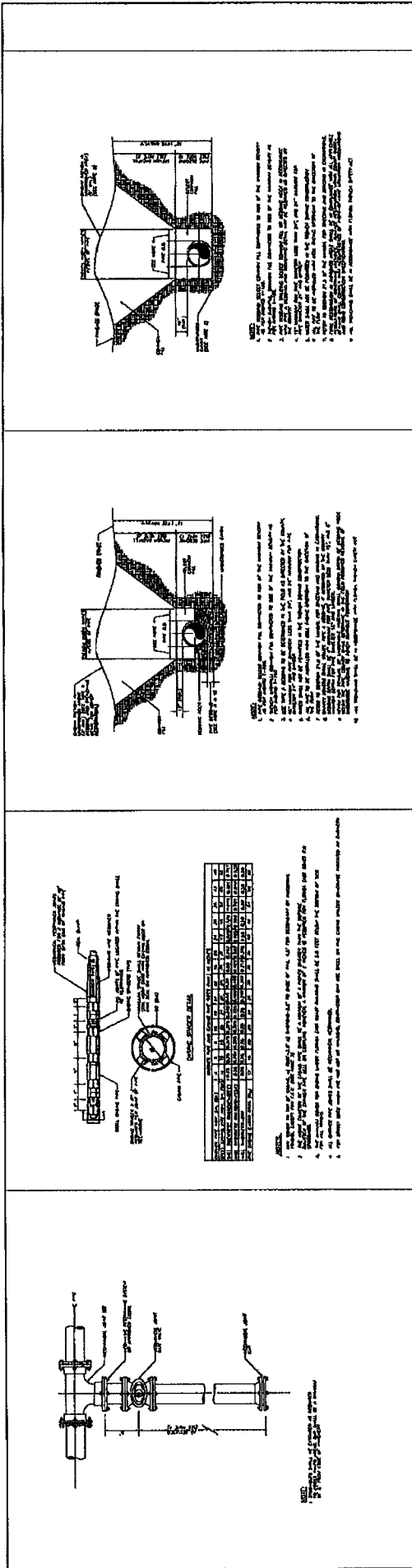
PROPOSED R/W
 30' PROPOSED
 DRAINAGE EASEMENT



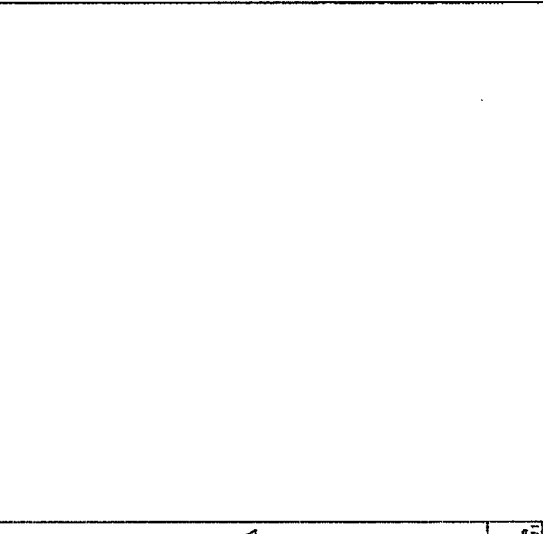
DATE	BY	REVISIONS	DESCRIPTION
08-23-11	MSA		ISSUED PERMITS

REVISIONS	
22	211+00
24	212+00
26	213+00
28	214+00
30	214+00
32	214+00
34	214+00
36	214+00

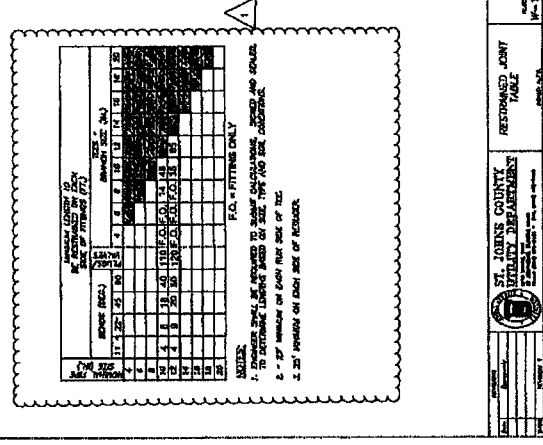
PROJECT INFORMATION	
Doobis Road/Kings Estate Road/Kings Road Utility Improvements	
AKCADIS 1650 Prudential Drive, Suite 400 Tomball, TX 77350 Certificate of Authorization No. 7917 Walter J. Nemecek, III, PE No. 58122	
ST. JOHNS COUNTY PROJECT # 07-003/564	



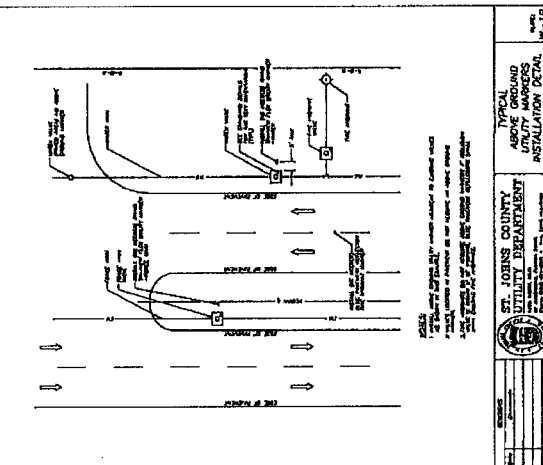
PLUGGED DEAD END MECHANICAL RESTRAINT
 SHEET NO. 1
 DATE: 10/1/78



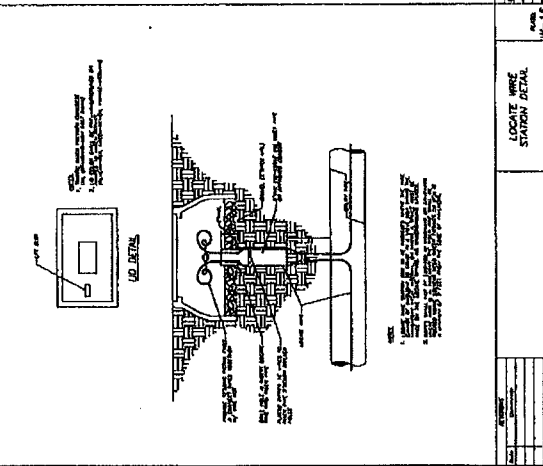
TYPICAL ABOVE GROUND INSTALLATION DETAIL
 SHEET NO. 2
 DATE: 10/1/78



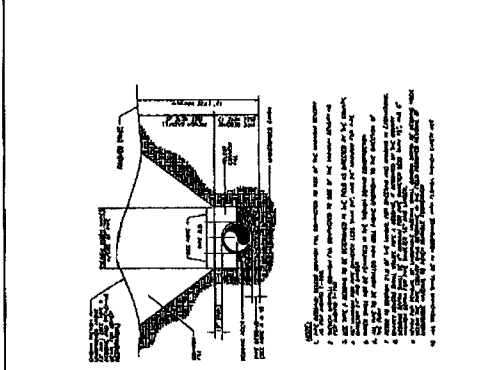
RESTRAINED JOINT
 SHEET NO. 3
 DATE: 10/1/78



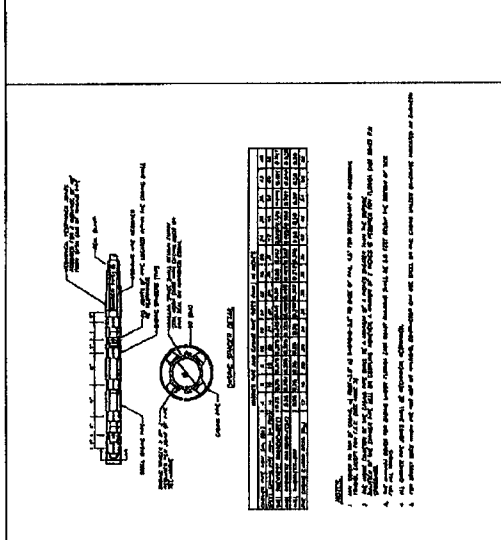
CASING DETAIL
 SHEET NO. 4
 DATE: 10/1/78



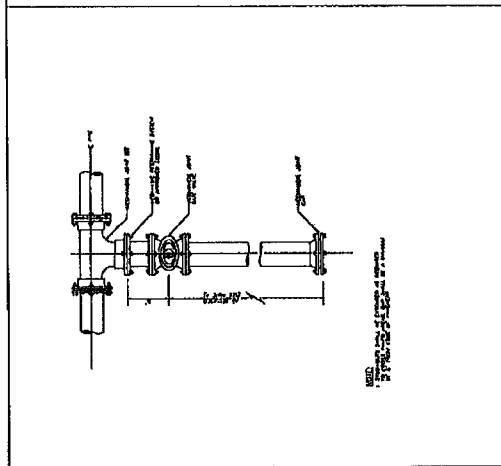
LOCATE WIRE STATION DETAIL
 SHEET NO. 5
 DATE: 10/1/78



BEDDING & TRENCHING
 SHEET NO. 6
 DATE: 10/1/78



BEDDING & TRENCHING
 SHEET NO. 7
 DATE: 10/1/78



BEDDING & TRENCHING
 SHEET NO. 8
 DATE: 10/1/78



St. Johns County Board of County Commissioners

Purchasing Division

July 3, 2014

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-91 -- Dobbs Road/Kings Estate/Kings Road Intersection Realignment

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

Change/Clarifications:

Question #1: The Restrained Joint Table (Plate W-11) in the St. Johns County Manual of Water, Wastewater and Reuse Design Standards & Specifications indicates the engineer is to provide joint restraint calculations. We did not find a Joint Restraint Table in the Utility plans. Will a Joint Restraint Table be provided for the water main and force main?

Response: "Plate W-11 on Sheet G-1 (Addendum #1) has the restrained joint distances identified for the pipes encountered on the project. These values represent the calculations required in the St. Johns County Manual of Water, Wastewater and Reuse Design Standards & Specifications."

Question #2: Please clarify the intent of note 3 on sheet 48 of the plans. Note 3 seems to indicate the contractor will not be allowed to work anywhere on the project during regular daytime hours except for a 7 hour period between 9:00 A.M. and 4:00 P.M. Will the contractor be allowed to work during normal daytime hours (7:00 AM to 5:30 P.M. Mon thru Sat) during all phases of work, in all areas of the project, except during those times when a lane closure or night work are otherwise called for by the plans and specifications?

Response: "Notes 3, 16, and 17 were revised (see attached) to clarify that the contractor will be able to work during normal daytime hours in all areas of the project except where lane closures are necessary or night work is required."

Question #3: Is it possible to get any natural ground information in the pond areas? There are no cross sections through the pond, and no existing ground shown on sheet 20, the only page that clearly shows the ponds. There is no way to calculate the quantities in the excavation without this info. It also appears that on sheet 42 in the Summary of Earthwork that the quantity of cut on Kings Road includes a significant amount of excavation that should be included in the ponds. There is no accurate summary of earthwork for just the roadway area.

Response: "The Pond Geometry sheet was revised (see attached) to include natural ground contours in order to assist bidders in the earthwork calculations. Be advised that the natural ground is representative of when the project was surveyed before the road was designed. The contours DO NOT account for the clearing and grubbing that was performed this year prior to advertisement."

We would still appreciate it if we could get a cad file for assisting in our takeoffs. CAD files will not be available during the bid process but will be made available to the successful bidder.

Question #4: What is the Engineer's Estimate?

Response: The estimate is \$2.4 million dollars.

THE BID DUE DATE IS: Wednesday, July 16, 2014 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

Attachments:

1. Pond Geometry Sheet 20
2. Maintenance of Traffic Details Sheet 48

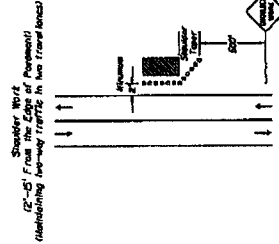
END OF ADDENDUM #2

MAINTENANCE OF TRAFFIC REQUIREMENTS

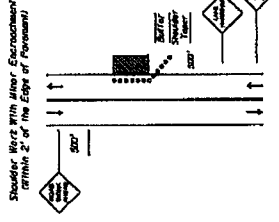
1. ANY WORK DONE IN THE MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO ST. JOHNS COUNTY TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
2. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE GUIDELINES SET FORTH IN THE MANUAL OF PRACTICES FOR TRAFFIC CONTROL, AND ALL APPLICABLE MUTCD SIGNS AND DEVICES.
3. PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM, EXCEPT NIGHT WORK.
4. NIGHT WORK HOURS ARE BETWEEN 7:00 PM TO 7:00 AM, EXCEPT NIGHT WORK.
5. THIRTY FOOT RADIO LANE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REBUILT UNLESS SHOWN OTHERWISE ON THESE PLANS.
6. LOCAL ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
7. IF SIGNALS ARE DISTURBED AND MUST BE REPLACED, ADA COMPLIANCE SHALL BE MAINTAINED.
8. WITH THE APPROVAL OF THE TRAFFIC ENGINEERING DIVISION, EXISTING SIGNALS SHALL BE CLOSED EQUIVALENT PRIOR TO REPAIRING TO TRAFFIC.
9. BEST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
10. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS, OR IF PHASING IS NOT SHOWN ON PLANS, OR IF PHASING IS NOT SHOWN ON PLANS, THE CONTRACTOR SHALL SUBMIT TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
11. PROPERLY EQUIPPED PERSONNEL SHALL CONTROL THE TRAFFIC BY-PASSING TRAFFIC THROUGH THE CONSTRUCTION AREA.
12. ARROWS SHOWN IN THE TRAFFIC CONTROL PLAN SHEETS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT FUTURE CHANGES UNLESS OTHERWISE NOTED.
13. EXISTING PAVEMENT MARKINGS AND SIGNING THAT CONFLICT WITH THE TRAFFIC CONTROL PHASING SHALL BE REMOVED OR COVERED AS NOT TO CONFLICT WITH TRAFFIC FLOW THROUGH CONSTRUCTION.
14. CONSTRUCTION SHALL BE MAINTAINED AT A MINIMUM OF ONE OR MORE DURING THE CONSTRUCTION PERIOD.
15. TEMPORARY PAVEMENT SHALL BE A MINIMUM OF 2" OF ASPHALTIC CONCRETE OR 4" OF PORTLAND CEMENT CONCRETE. TEMPORARY PAVEMENT SHALL BE MAINTAINED TO THE SATISFACTION OF THE TRAFFIC ENGINEERING DIVISION.
16. NO LANE CLOSURES WITHIN THE HOURS OF 7 AM - 9 AM AND 4 PM - 6 PM, EXCEPT AS NOTED OTHERWISE.
17. NIGHT WORK SHALL BE LIMITED TO THE HOURS OF 7 PM - 2 AM.
18. FULL ROAD CLOSURES WITHIN THE HOURS OF 7 AM - 9 AM AND 4 PM - 6 PM SHALL BE LIMITED TO 30 MINUTES PER DAY. NIGHT WORK SHALL NOT EXCEED 5 HOURS PER DAY TOTAL.
19. MINIMUM LANE WIDTH OF 30' MUST BE MAINTAINED AT ALL TIMES.
20. MINIMUM LANE WIDTH OF 30' MUST BE MAINTAINED AT ALL TIMES.
21. MINIMUM LANE WIDTH OF 30' MUST BE MAINTAINED AT ALL TIMES.
22. MINIMUM LANE WIDTH OF 30' MUST BE MAINTAINED AT ALL TIMES.

VARIABLE MESSAGE SIGNS (VMS)

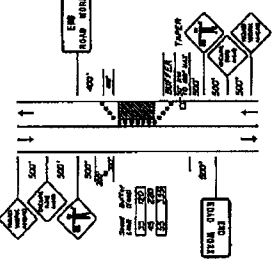
1. THE MESSAGE SHOULD BE VISIBLE AND LEGIBLE AT A MINIMUM OF 1/4 MILE IN ADVANCE OF THE MESSAGE DISPLAY. THE MESSAGE DISPLAY SHOULD BE COVERED SO THAT THE MESSAGE DISPLAY IS NOT VISIBLE TO TRAFFIC APPROXIMATELY 100 FEET AT ALL TIMES.
2. THE MESSAGE SHOULD BE PLACED APPROX 500 TO 600 FEET IN ADVANCE OF THE WORK ZONE.
3. IF ANY ONE IS TO BE USED AT NIGHT, THE INTENSITY OF THE MESSAGE SHOULD BE INCREASED TO THE POINT WHERE LOWER INTERSECTIONS ARE OBSERVABLE.
4. FOR ADDITIONAL INFORMATION REFER TO THE MUTCD CHAPTER 6D.
5. TYPICAL ROAD CROSSING DETAIL TAKEN FROM THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PAGE 6B-4.



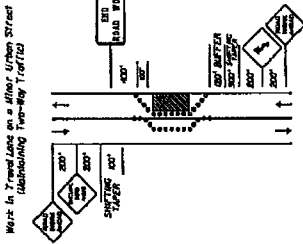
CASE 1 M.O.T.



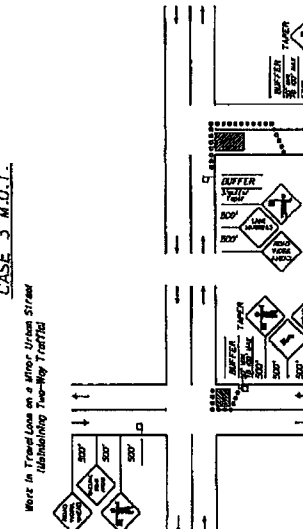
CASE 2 M.O.T.



CASE 3 M.O.T.



CASE 4 M.O.T.



CASE 5 M.O.T.

- LEGEND**
- ◻ Changeable Message Sign (CMS)
 - ◻ Portable Message Sign (PMS)
 - ◻ Variable Message Sign (VMS)
 - ◻ Temporary Pavement
 - ◻ Perforated Changeable Message Sign (PCMS)

WORK ZONE CASE LEGEND

Case 1	Case 2	Case 3	Case 4	Case 5
◻	◻	◻	◻	◻
◻	◻	◻	◻	◻
◻	◻	◻	◻	◻
◻	◻	◻	◻	◻

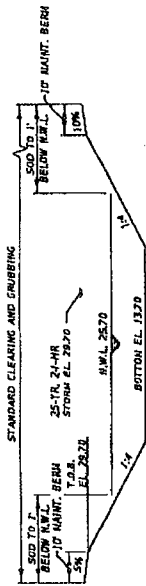
POS MESSAGE TABLE 1

DISPLAY 1	DISPLAY 2
ROAD CLOSED	ROAD CLOSED
ROAD CLOSED	ROAD CLOSED
ROAD CLOSED	ROAD CLOSED
ROAD CLOSED	ROAD CLOSED
ROAD CLOSED	ROAD CLOSED

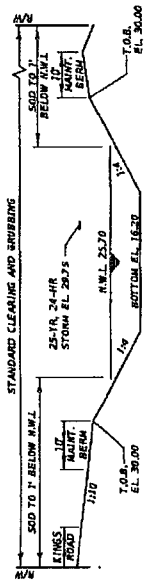
POS MESSAGE TABLE 2

DISPLAY 1	DISPLAY 2
ROAD CLOSED	ROAD CLOSED
ROAD CLOSED	ROAD CLOSED
ROAD CLOSED	ROAD CLOSED
ROAD CLOSED	ROAD CLOSED
ROAD CLOSED	ROAD CLOSED

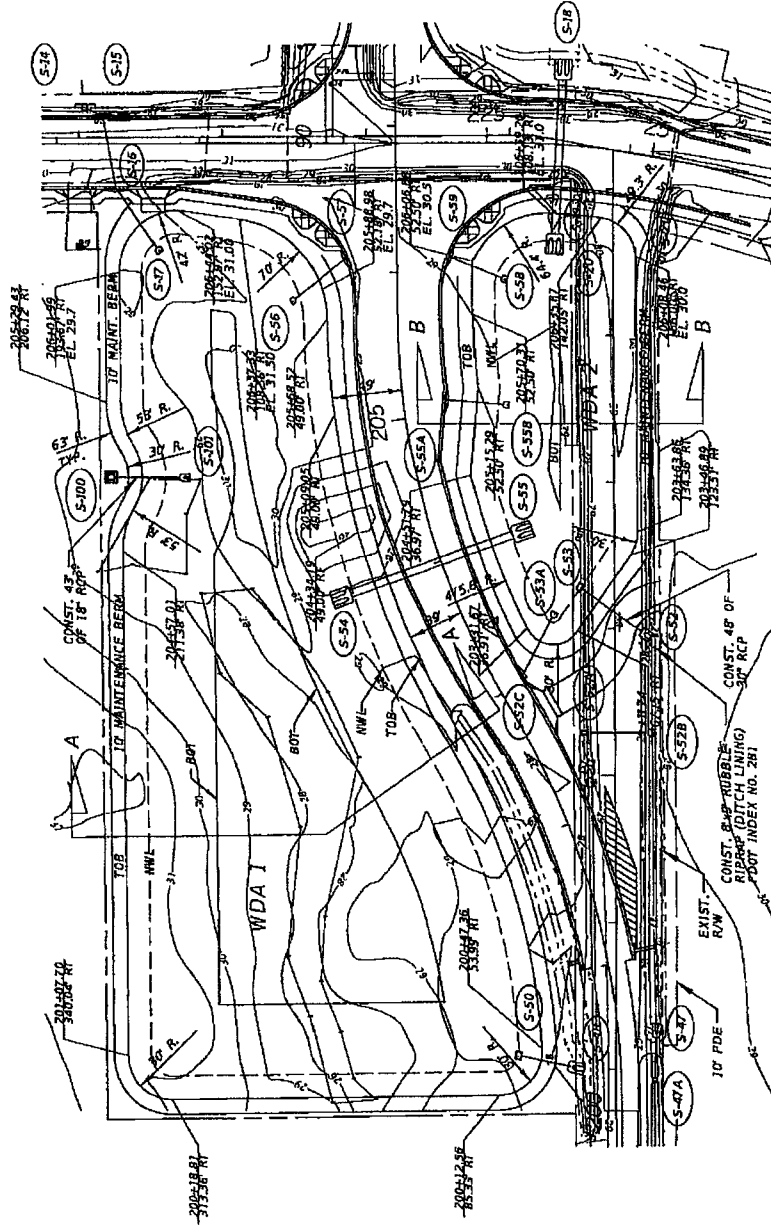
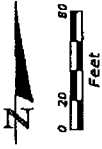
<p>REVISORS</p> <p>DATE BY DESCRIPTION</p> <p>6/29/14 JMS/AM REVISIONS TO THE WORK ZONE MESSAGE TABLES</p> <p>7/23/14 C/S REVISIONS TO THE WORK ZONE MESSAGE TABLES</p>		<p>ARCADIS 1650 Prudential Drive, Suite 400 Jacksonville, FL 32202 T: 904 772 7891 F: 904 661 7450 Cable: 904 661 7917 Walker J. Nunnally, III, PEI No. 58122</p>	<p>ST. JOHNS COUNTY COUNTY ENGINEER</p>	<p>ST. JOHNS COUNTY COUNTY ENGINEER</p>	<p>SHEET NO. 48</p>
<p>DOBBS ROAD/KINGS ESTATE ROAD/ KINGS ROAD INTERSECTION REALIGNMENT</p>		<p>MAINTENANCE OF TRAFFIC DETAILS</p>			



TYPICAL SECTION A-A
N.T.S.



TYPICAL SECTION B-B
N.T.S.



- (S-10) STA. 204+87.24 (204+86.67)
CONST. 181 TYPE D
WITH CONC. COLLAR
INDEX NO. 232
TOP-LEVEL AND
FL ENDS (RT)
- (S-10) STA. 204+87.23 (204+86.67)
CONST. 181 TYPE D
INDEX NO. 232
TOP-LEVEL AND
FL ENDS (LT)

REVISIONS		DATE		DESCRIPTION	
1	C/S			ADDED EXISTING GROUND CONTOURS	

DOBBS ROAD/KINGS ESTATE ROAD/ KINGS ROAD INTERSECTION REALIGNMENT		ARCADIS 1650 Prudential Drive, Suite 400 Jacksonville, Florida 32207 T: 904 721 2891 F: 904 861 2450 Certificate of Authorization No. 7917 Walter J. Nemecek, III, PE No. 58122		COUNTY St. Johns PROJECT NO. 07-003.2564	
PROJECT NO. 07-003.2564		DATE 11/2007		SHEET NO. 20	



St. Johns County Board of County Commissioners

Purchasing Division

July 10, 2014

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-91 - - Dobbs Road/Kings Estate/Kings Road Intersection Realignment

This Addendum #3 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Change/Clarifications:

The password "Walter" is being provided to bidders to enable splitting the PDF plans, provided by Arcadis, for estimating purposes.

THE BID DUE DATE IS: Wednesday, July 16, 2014 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #3

BID NO.: 14-91

COPY

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

PROJECT: DOBBS ROAD/KINGS ESTATE/KINGS ROAD INTERSECTION REALIGNMENT

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

DATE SUBMITTED: 7/16/14

BID PROPOSAL OF

Petticoat-Schmitt Civil Contractors, Inc.

FULL LEGAL COMPANY NAME

6380 Phillips Highway, Jacksonville FL 32216

Address

904-751-0888

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 construction of the Dobbs Road/Kings Estate/Kings Road Intersection Re-Alignment 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:

BASE BID "A": Roadway Construction as per plans and specifications.

\$ 2,166,499.68
Total Lump Sum Price (Numerical)

two million one hundred sixty six thousand four hundred ninety nine and 68/100 /100 Dollars
(Amount written or typed in words)

BASE BID "B": Utilities Construction as per plans and specifications.

\$ 420,824.19
Total Lump Sum Price (Numerical)

four hundred twenty thousand eight hundred twenty four and 19/100 /100 Dollars
(Amount written or typed in words)

TOTAL LUMP SUM BID = BASE BID "A" + BASE BID "B"

\$ 2,587,323.87
Total Lump Sum Price (Numerical)

two million five hundred eighty seven thousand three hundred twenty three and 87/100 /100 Dollars
(Amount written or typed in words)

ALTERNATE #1: Traffic Signal Construction as per plans and specifications.

\$ 210,264.04
Total Lump Sum Price (Numerical)

two hundred ten thousand two hundred sixty four 04/100 /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 correct bid.

The intended basis for award shall be to the lowest responsive, responsible Bidder based on the Total Lump sum Bid (Base Bid "A" + Base Bid "B" provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.)

Time of Substantial Completion to be Three Hundred (300) 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: 6/25/14

No.: 2 Date Received: 7/3/14

No.: 3 Date Received: 7/10/14

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within Three Hundred (300) 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: Petticoat-Schmitt Civil Contractors, Inc. (Seal)

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

By: _____
(Name & Title typed or printed)

Address: 6380 Phillips Highway, Jacksonville FL 32216

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

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

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

INDIVIDUAL

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

Address: _____

Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal ID. Tax Number: _____

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - Certificate of Compliance with Florida Trench Safety Act
 - "E" - License/Certification List
 - "F" - Unit Price List
 - Bid Bond
 - Fully Acknowledged Addenda. Applicable to this bid

Attachments "A", "B", "C", "D", "E", "F" and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

Bid No.: 14-91

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 # 14-91 for Dobbs Road/Kings Estate/Kings Road Intersection Realignment, in St. Johns County, Florida.

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

Petticoat-Schmitt Civil Contractors, Inc.
(Bidder)
By: Ryan Schmitt
President
(Title)

Sworn and subscribed to me this 16th day of July, 20 14.

Notary Public
Kimberly S Ryan
Signature
Kimberly S Ryan
Printed

My commission Expires: 1/29/18

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH 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 of materials and/or equipment that are proposed to be utilized by the Bidder in the performance of this work. If no Subcontractors or major material suppliers are required, so state there on. **NOTE:** *Subcontractors/major material suppliers shown here shall not be changed throughout the term of the contract (if awarded) without PRIOR approval of the Owner.*

DESCRIPTION OF WORK or
DESCRIPTION/NAME OF EQUIPMENT

NAME
PRIME OR SUBCONTRACTOR
And Major Equipment Vendor/Supplier

Asphalt paving

All Pro Asphalt

American Light and Signallization

Signals

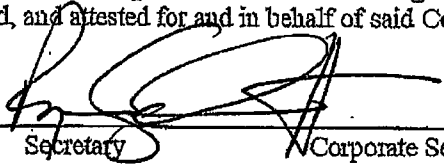
James D Hinson Electric

Signals

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL


I, Ryan Schitt, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that PSC 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 16th day of July, 2014, 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)

Bid No.: 14-91

ATTACHMENT "D"

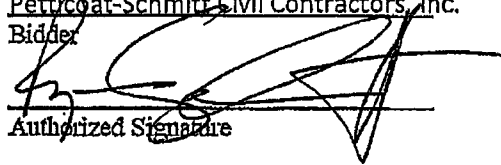
Certificate of Compliance with the Florida Trench Safety Act

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

PettiCoat-Schmitt Civil Contractors, Inc.
Bidder

7/16/14
Date


Authorized Signature

ATTACHMENT "E"

License/Certification List

In the space below, the Bidder shall list all current Licenses, Pre-Qualifications and/or Certifications. This list shall include BOTH the prime bidder and any subcontractor performing an FDOT pre-qualified work class and/or utility portion of the work as shown in the Qualifications of Contractors section of the Bid Document.
The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
STATE OF FLORIDA			
CERTIFIED GENERAL CONTRACTOR OR	CGC057651	State of Florida	8/31/14
CERTIFIED UNDERGROUND UTILITY CONTRACTOR	CUC057440	State of Florida	8/31/14
FLEXIBLE PAVING		FDOT	4/30/15
DRAINAGE		FDOT	4/30/15
GRADING		FDOT	4/30/15
TRAFFIC SIGNALS		FDOT	4/30/15

NOTE: Any firms shown above who are acting as a subcontractor must also be listed on Attachment "B" above.

RECEIVED
MAY 30 2014



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
May 27, 2014

ANANTH PRASAD, P.E.
SECRETARY

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

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 6/30/2015. However, the new application is due 4/30/2015.

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
 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

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



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 19, 2014

AMERICAN LIGHTING AND SIGNALIZATION, INC.
708 BLAIR MILL RD
WILLOW GROVE PA 19090

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 6/30/2015. However, the new application is due 4/30/2015.

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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:
COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, GUARDRAIL, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL

FDOT APPROVED SPECIALITY CLASSES OF WORK:
SIDEWALK

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



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 1, 2014

HENSON, JAMES D., ELECTRICAL CONTRACTING COMPANY, INC.
11609 COLUMBIA PARK DRIVE WEST
JACKSONVILLE, FLORIDA 32258-2480

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 6/30/2015. However, the new application is due 4/30/2015.

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
 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:

CATHODIC PROTECTION, COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL

FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

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 14-22.004(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**

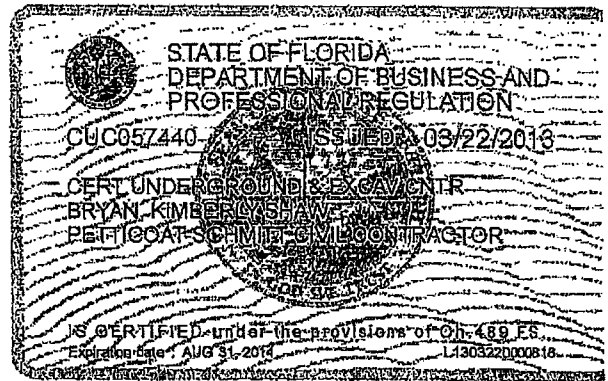
(850) 487-1395

**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.

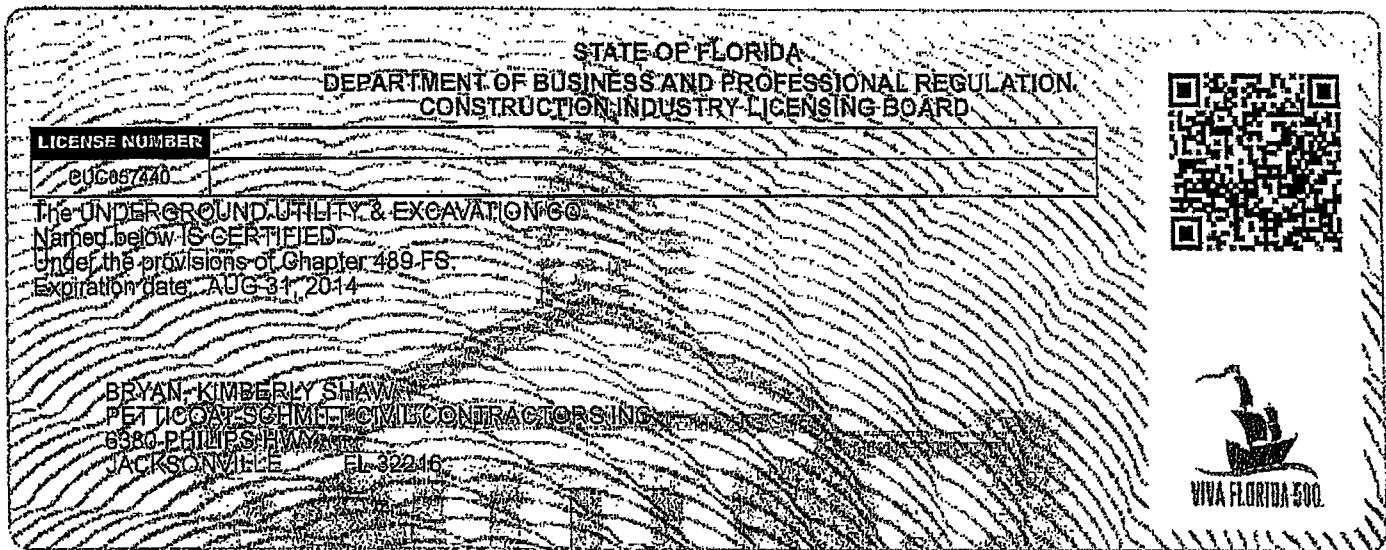
Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more 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.

DETACH HERE



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
DISPLAY AS REQUIRED BY LAW

**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 BLASIUS ROAD
JACKSONVILLE FL 32226

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

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.

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

Official license stamp for Ryan Matthew Schmitt, Civil Contractor, with license number CGC057651 and expiration date 07/24/12.

DETACH HERE

Main license document containing header information (AC# 6224044), license details table, contractor information, and official signatures of Rick Scott and Ken Lawson.

ATTACHMENT "F"
UNIT PRICES FOR CONTRACT ADJUSTMENTS

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) 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.

	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	SEDIMENT BARRIERS	LF	2.11
2	STAKED TURBIDITY BARRIER	LF	22.92
3	INLET PROTECTION SYSTEM	EA	128.87
4	CLEARING & GRUBBING	AC	42,498.39
5	MILLING 1" AVERAGE DBPTH	SY	6.81
6	12" STABILIZED SUBGRADE	SY	6.10
7	6" LIMEROCK BASE COURSE	SY	15.81
8	8" LIMEROCK BASE COURSE	SY	17.78
9	10" LIMEROCK BASE COURSE	SY	18.16
10	ASPHALTIC CONCRETE TYPE SP-9.5 (1")	SY	10.00
11	ASPHALTIC CONCRETE TYPE SP-9.5 (1.5")	SY	11.02
12	ASPHALTIC CONCRETE TYPE SP-9.5 (1.75")	SY	26.59
13	ASPHALTIC CONCRETE TYPE SP-12.5 (1.5")	SY	19.96
14	ASPHALTIC CONCRETE TYPE SP-12.5 (2")	SY	14.79
15	INLETS (CURB) TYPE P-5, <10	EA	4695.51
16	INLETS (CURB) TYPE P-6, <10	EA	5342.28
17	MANHOLE (P-7) (<10)	EA	2688.43
18	MANHOLE (P-8) (<10)	EA	2519.41
19	CONC. PIPE CULVERT (S/CD) (15")	LF	37.72
20	CONC. PIPE CULVERT (S/CD) (24")	LF	60.63
21	CONC. PIPE CULVERT (S/CD) (30")	LF	91.24
22	CONC. PIPE CULVERT (S/CD) (36")	LF	122.50

	ITEM DESCRIPTION	UNIT	UNIT PRICE
23	CONC. PIPE CULVERT (S/CD) (ELLIPTICAL) (24"-38")	LF	101.34
24	CONC. PIPE CULVERT (S/CD) (ELLIPTICAL) (29"-45")	LF	130.81
25	CONC. PIPE CULVERT (SD) (15")	LF	37.79
26	CONC. PIPE CULVERT (SD) (24")	LF	59.34
27	15" MITERED END SECTION (CD)	EA	692.15
28	18" MITERED END SECTION (CD)	EA	637.83
29	24" MITERED END SECTION (CD)	EA	773.21
30	DUAL 30" MITERED END SECTION (CD)	EA	3420.59
31	DUAL 36" MITERED END SECTION (CD)	EA	4071.52
32	29"x45" MITERED END SECTION (CD)	EA	2335.12
33	15" MITERED END SECTION (SD)	EA	692.15
34	30" MITERED END SECTION (SD)	EA	1773.43
35	24"x38" MITERED END SECTION (SD)	EA	1670.17
36	DITCH BOTTOM INLET, TYPE C	EA	1640.39
37	DITCH BOTTOM INLET, TYPE C, MODIFIED-BACK OF SW	BA	1719.34
38	DITCH BOTTOM INLET, TYPE D	BA	2304.89
39	DITCH BOTTOM INLET, TYPE E	BA	6483.98
40	DITCH BOTTOM INLET, TYPE E, J BOTTOM	BA	7377.34
41	DITCH BOTTOM INLET, TYPE E (MODIFIED)	EA	5660.62
42	CLASS I CONCRETE (END WALLS)	CY	1087.32
43	CLASS I CONCRETE (RETAINING WALLS, 2')	CY	668.63
44	CLASS I CONCRETE (RETAINING WALLS, 4')	CY	548.61
45	CONCRETE CURB & GUTTER TYPE F	LF	15.21
46	CONCRETE SIDEWALK (4")	SY	38.61
47	CONCRETE DRIVEWAY (6")	SY	51.37
48	RIPRAP (RUBBLE) DITCH LINING	TN	128.14
49	GALV. STEEL PED./BICYCLE RAILING	LF	121.82
50	SODDING (BAHIA)	SY	3.78
51	EMBANKMENT	CY	5.00
52	EXCAVATION	CY	2.00

	ITEM DESCRIPTION	UNIT	UNIT PRICE
53	CONDUIT (F&I)(UNDERGROUND)	LF	6.92
54	CONDUIT (F&I)(UNDERGROUND) (JACKED)	LF	18.00
55	CABLE (F&I)(SIGNAL)	PI	3392.05
56	PULL BOX (F&I)	EA	647.95
57	ELECTRICAL SERVICE WIRE (F&I)	LF	2.08
58	ELECTRICAL SERVICE DISCONNECT	EA	274.13
59	PRESTRESSED CONCRETE POLE, TYPE P-II	EA	1315.28
60	ALUMINUM SIGNALS POLE (PED DETECTOR POST)	EA	1315.29
61	SIGNAL HEAD AUXILIARIES (F&I) (CONC. PEDESTAL) TYPE 2	EA	1315.28
62	LOOP DETECTOR INDUCTIVE (F&I)(TYPE 10)	EA	315.67
63	LOOP ASSEMBLY (F&I) (TYPE F)	AS	588.42
64	PEDESTRIAN DETECTOR (F&I)	EA	274.13
65	SYSTEM AUX (INTERFACE PANEL)	EA	3668.96
66	SIGN PANEL (F&I) (<20 SF)	EA	685.34
67	SIGN SINGLE POST (LESS THAN 12 SQ. FT.)	AS	442.77
68	BI-DIRECTIONAL RPM (COLORLESS/RED)	EA	3.73
69	PAVEMENT MESSAGES (WHITE)	EA	62.19
70	DIRECTIONAL ARROWS (WHITE)	EA	24.87
71	SKIP TRAFFIC STRIPE (2'-4") (WHITE) 6"	LF	0.31
72	SOLID TRAFFIC STRIPE (WHITE) 6"	LF	0.21
73	SOLID TRAFFIC STRIPE (WHITE) 8"	LF	0.31
74	SOLID TRAFFIC STRIPE (WHITE) 12"	LF	1.24
75	SOLID TRAFFIC STRIPE (WHITE) 18"	LF	1.87
76	SOLID TRAFFIC STRIPE (WHITE) 24"	LF	2.49
77	SOLID TRAFFIC STRIPE (DOUBLE YELLOW) (6")	LF	0.21
78	SOLID TRAFFIC STRIPE (YELLOW) (18")	LF	1.87
79	1" WATER SERVICE	EA	765.32
80	RELOCATE EXIST WATER METER	EA	378.80
81	DEAD END PLUG	EA	782.19
82	2" BELOW GRADE FLUSHING HYDRANT	EA	1031.05

	ITEM DESCRIPTION	UNIT	UNIT PRICE
83	2" BURIED FLUSHING HYDRANT W/BOX & COVER	EA	1031.05
84	FIRE HYDRANT	EA	2982.74
85	REMOVE EXIST. FIRE HYDRANT	EA	315.67
86	10"x10" TAPPING VALVE AND SLEEVE	EA	5566.68
87	10"x2" TAPPED PLUG	EA	490.37
88	10"x2" M.J TAPPED PLUG	EA	490.37
89	6" GATE VALVE W/ BOX AND COVER	EA	936.56
90	10" GATE VALVE W/ BOX AND COVER	EA	1961.11
91	12" GATE VALVE W/ BOX AND COVER	EA	2338.69
92	10"x6" M.J TEE	EA	789.43
93	10"x10" M.J TEE	EA	954.07
94	12"x12" M.J TEE	EA	1407.88
95	10"x2" M.J TAPPED PLUG	EA	490.37
96	10" PVC DR-18 WATER MAIN	LF	48.35
97	12" FORCE MAIN	LF	50.00
98	6" M.J 90 DEGREE BEND	EA	400.63
99	10" M.J 45 DEGREE BEND	EA	813.81
100	12" M.J 45 DEGREE BEND	EA	1263.62
101	10" M.J 22.5 DEGREE BEND	EA	591.51
102	12" M.J 22.5 DEGREE BEND	EA	1009.38
103	ABANDON EXIST. 12" F.M BY GROUT FILLING	LF	8.84
104	2" AIR RELEASE VALVE ASSEMBLY	AS	5357.11
105	REMOVE EXIST. 10" WATER MAIN	LF	11.36
106	CONNECT TO EXIST 10" WATER MAIN	EA	1827.95
107	REMOVE VALVE BOX	EA	252.54
108	REMOVE EXIST. 12" FORCE MAIN	LF	13.89
109	CONNECT TO EXIST 12" FORCE MAIN	EA	2885.13
110			

BID NO.: 14-91

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Petticoat-Schmitt Civil Contractors, Inc. 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 July 16, 2014.

For
Dobbs Road/Kings Estate/Kings Road Intersection Realignment
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 16th day of July A.D., 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

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

WITNESSES:

[Signature]

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

WITNESS:

[Signature]
[Signature]

SURETY:

Western Surety Company

CORPORATE SURETY

[Signature]

ATTORNEY-IN-FACT (AFFIX SEAL)

751 Oak Street, Suite 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 18th day of October, 2013.

WESTERN SURETY COMPANY

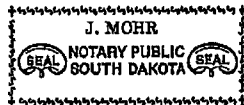


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of October, 2013, 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 16th day of July, 2014.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



St. Johns County Board of County Commissioners

Purchasing Division

June 25, 2014

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-91 -- Dobbs Road/Kings Estate/Kings Road Intersection Realignment

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

Change/Clarifications:

Roadway Scope:

1. ROADWAY PLANS SHEETS – Roadway plans sheets 48, 51, 52 and 54 have been revised. (See Attachment 10 for revisions as shown)

Utility Scope:

2. ADD Section 02550 WATER AND WASTEWATER SYSTEM CONSTRUCTION (See Attachment 2) in its entirety and Project Specifications Table of Contents – revised (See Attachment 8).
3. SECTION 01010 (See Attachment 3) –
 - a. 01010, Paragraph 1.02, A – ADD the words “SJCUD Manual of Water, Wastewater and Reuse Design Standards” between the words “Plans” and “Specifications” in the last sentence.
 - b. 01010, Paragraph 1.03 A – ADD “2. Florida Department of Environmental Protection permits for water and wastewater pipelines”
4. SECTION 01700 (See Attachment 4) –
 - a. 01700, Paragraph 1.05, B – DELETE the words “on Mylar” from the first sentence.
 - b. 01700, Paragraph 1.06, A- DELETE the words “and One (1) set of signed Mylar as-built drawings, both of” from the first sentence.
 - c. 01700 Attachment – REPLACE attachment titled “As-built Certification By Registered Professional Engineer of Record” with attachment titled “St. Johns County Utility Department Certification As-built” (See Attachment 5)
5. SECTION 101 - Paragraph 4 .1 – ADD “Comcast Cable” to list of utility owners/operators that may have utilities within or adjacent to the site. (See Attachment 6)
6. UTILITY PLANS SHEETS – Utility plans sheets UT-02, UT-06, UT-07 and G-1 have been revised. (See Attachment 11 for revisions as shown)

General:

1. NOTICE TO BIDDERS - Scope of Work – DELETE the words “and forcemain” from the sentence that reads “The existing watermain and forcemain cannot be taken out of service until the replacement lines are functional.” and ADD a sentence that reads “The forcemain, when isolated, can be taken out of service.” (See Attachment 7)
2. BID DOCUMENTS SECTION 00100 INSTRUCTION TO BIDDERS – Substitutions – Substitutions shall be considered during the bid process provided substitution requests are submitted in accordance with this section and on or before the specified deadline for questions, Monday, June 30, 2014 by 4:00 p.m.
3. SECTION 01600 – Substitutions – A. Engineer will consider substitutions only “after date of the Owner-Contractor Agreement when written substitution requests are reviewed and approved by the Owner prior to implementation and are in the best interest of the project. (See Attachment 1)
4. GEOTECHNICAL REPORT - Report of Geotechnical Exploration Kings Estate Road / Dobbs Road Intersection Improvements prepared by Ellis and Associates, Inc., dated July 31, 2007 and October 31, 2008 are provided in Attachment 9 for your information.

THE BID DUE DATE IS: Wednesday, July 16, 2014 at 2:00 P.M.

Acknowledgment


7/16/14

Signature and Date

Sincerely,

Sharon L. Haluska
Contracts Manager
Purchasing Department

Ryan Schmitt - President
Printed Name and Title

Petticoat-Schmitt Civil Contractors, Inc.
Company Name (Print)

Attachments:

1. Section 01600
2. Section 02550
3. Section 01010
4. Section 01700
5. As-Built Certification
6. Section 101
7. Notice to Bidders
8. Project Specifications – Table of Contents
9. Geotechnical Report
10. Roadway Plan Sheets – Revised
11. Utility Plan Sheets - Revised

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

July 3, 2014

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-91 - - Dobbs Road/Kings Estate/Kings Road Intersection Realignment

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

Change/Clarifications:

Question #1: The Restrained Joint Table (Plate W-11) in the St. Johns County Manual of Water, Wastewater and Reuse Design Standards & Specifications indicates the engineer is to provide joint restraint calculations. We did not find a Joint Restraint Table in the Utility plans. Will a Joint Restraint Table be provided for the water main and force main?

Response: "Plate W-11 on Sheet G-1 (Addendum #1) has the restrained joint distances identified for the pipes encountered on the project. These values represent the calculations required in the St. Johns County Manual of Water, Wastewater and Reuse Design Standards & Specifications."

Question #2: Please clarify the intent of note 3 on sheet 48 of the plans. Note 3 seems to indicate the contractor will not be allowed to work anywhere on the project during regular daytime hours except for a 7 hour period between 9:00 A.M. and 4:00 P.M. Will the contractor be allowed to work during normal daytime hours (7:00 AM to 5:30 P.M. Mon thru Sat) during all phases of work, in all areas of the project, except during those times when a lane closure or night work are otherwise called for by the plans and specifications?

Response: "Notes 3, 16, and 17 were revised (see attached) to clarify that the contractor will be able to work during normal daytime hours in all areas of the project except where lane closures are necessary or night work is required."

Question #3: Is it possible to get any natural ground information in the pond areas? There are no cross sections through the pond, and no existing ground shown on sheet 20, the only page that clearly shows the ponds. There is no way to calculate the quantities in the excavation without this info. It also appears that on sheet 42 in the Summary of Earthwork that the quantity of cut on Kings Road includes a significant amount of excavation that should be included in the ponds. There is no accurate summary of earthwork for just the roadway area.

Response: "The Pond Geometry sheet was revised (see attached) to include natural ground contours in order to assist bidders in the earthwork calculations. Be advised that the natural ground is representative of when the project was surveyed before the road was designed. The contours DO NOT account for the clearing and grubbing that was performed this year prior to advertisement."

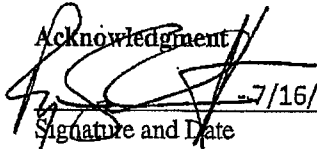
We would still appreciate it if we could get a cad file for assisting in our takeoffs. CAD files will not be available during the bid process but will be made available to the successful bidder.

Question #4: What is the Engineer's Estimate?

Response: The estimate is \$2.4 million dollars.

THE BID DUE DATE IS: Wednesday, July 16, 2014 at 2:00 P.M.

Acknowledgment


7/16/14
Signature and Date

Ryan Schmitt - President

Printed Name and Title

Petticoat-Schmitt Civil Contractors, Inc.
Company Name (Print)

Sincerely,

Sharon L. Haluska
Contracts Manager
Purchasing Department

Attachments:

1. Pond Geometry Sheet 20
2. Maintenance of Traffic Details Sheet 48

END OF ADDENDUM #2



St. Johns County Board of County Commissioners

Purchasing Division

July 10, 2014

ADDENDUM #3

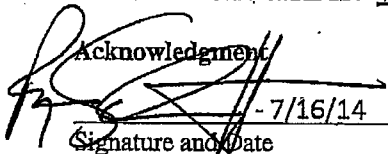
To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-91 -- Dobbs Road/Kings Estate/Kings Road Intersection Realignment

This Addendum #3 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Change/Clarifications:

The password "Walter" is being provided to bidders to enable splitting the PDF plans, provided by Arcadis, for estimating purposes.

THE BID DUE DATE IS: Wednesday, July 16, 2014 at 2:00 P.M.


Acknowledgment
- 7/16/14
Signature and Date

Sincerely,

Sharon L. Haluska
Contracts Manager
Purchasing Department

Ryan Schmitt - President
Printed Name and Title

Petticoat-Schmitt Civil Contractors, Inc.
Company Name (Print)

END OF ADDENDUM #3

DRAFT

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

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. 14-91 – Dobbs Road/Kings Estate/Kings Road Intersection Realignment 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, 2 & 3, Bonds & Insurance

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

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond (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 include all labor, materials, equipment and other items necessary to construct a new alignment of Kings Road to one intersection at Dobbs Road and Kings Estate Road. The intersection will be plateaued and signalized. Construct curb and gutter roadway for Kings Estate Road, Dobbs Road and a portion of Kings Road with curb inlets and back-of-sidewalk inlets. Replace rural driveways with urban driveways. The drainage design includes two interconnected stormwater treatment ponds. The drainage design also includes cross drains and a major conveyance ditch as well as several side drain replacements along Kings Road south of the new road construction. The roadway design also includes 2 sections of gravity wall along Dobbs Road. The utility design includes new watermain and forcemain within the project limits. The existing watermain and forcemain cannot be taken out of service until the replacement lines are functional. Coordination will be necessary with AT&T for fiber optic relocation, FP&L for power pole/line relocation, SJC Utilities for WM and FM shut-offs, and the affected private property owners. All work shall be performed in accordance with the plans and specifications.

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 (300)** consecutive calendar days. Final Completion shall be **Thirty (30)** consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of \$ **2,121.00** 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 of \$Two Million Seven Hundred Ninety-Seven Thousand Five Hundred & Eighty-Seven Dollars & 91/Cents (\$2,797,587.91) (Base Bid "A" – Roadway + Base Bid "B" – Utilities + Alternate #1). 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 expended 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 have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

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

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

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

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

8.2 Claims by the Contractor

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

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

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Agreement, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor 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 then be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

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

10.4 Minor Changes

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

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

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, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

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

The CONTRACTOR shall maintain 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 a CONTRACTOR.

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

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers'

Compensation Insurance in at least such amounts as are required by the law.

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 Contractor 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 the Contractor 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 14-91 – Dobbs Road/Kings Estate/Kings Road Intersection
Realignment**

Owner
St. Johns County (Seal)

Contractor
Petticoat-Schmitt Civil Contractors, Inc.
(Seal)

(Typed Name)

(Typed Name)

By: _____

By _____

Signature

Signature

Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Cheryl Strickland, Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Senior Assistant County Attorney

Date: _____