

RESOLUTION NO. 2017 - 335

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 17-74 AND TO EXECUTE AN AGREEMENT FOR PONTE VEDRA SANITARY SEWER MANHOLE REHABILITATION – GROUP 1

RECITALS

WHEREAS, the County desires to enter into a contract with Hinterland Group, Inc to complete the Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1; and

WHEREAS, the scope of the project consists of furnishing all labor, materials and equipment necessary to rehabilitate forty-nine (49) sanitary sewers manholes. Manhole rehabilitation shall include, but not be limited to, bench repair, cast iron frame and/or cover replacement, adjustment of manhole frame and cover height (adjustment rings), cleaning, surface preparation, liner application and all associated restoration. The interior protective coating system shall include all the necessary materials, equipment and tools as required for a completed installation. The completed system shall provide a waterproof, corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide and other corrosive gases/acids produced by wastewater and to prevent infiltration in the bid documents; and

WHEREAS, through the County’s formal Bid process, Hinterland Group, Inc was the lowest, responsive, responsible bidder 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, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 17-74 to Hinterland Group, Inc and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 17-74.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of October, 2017.

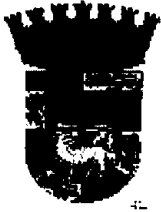
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Ram Halburn
Deputy Clerk

RENDITION DATE 10/5/17





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

This Contract Agreement (“Agreement”) is made as of _____, 2017 by and between **St. Johns County, FL** (“Owner”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Hinterland Group, Inc** (“Contractor”), with offices located at: 992 West 15th Street, Riviera Beach, FL 33404, Phone: (561) 640-3503, Fax: (561) 640-3504, and E-mail: info@hinterlandgroup.com, under seal for Construction of **BID NO: 17-74, Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1**, hereinafter referred to as the “Project”.

The Owner and the Contractor hereby agree 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: Bid Documents, Addendum 1, Addendum 2, Bonds and 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 for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to this 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 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 Scope of Work

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

2.1.1 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:

This project consists of furnishing all labor, materials and equipment necessary to rehabilitate forty-nine (49) sanitary sewers manholes per the Condition Assessment Summary provided as Exhibit "A" in Section 02768 Manhole Coatings and Lining. The work shall include manhole rehabilitation services for sanitary sewer manholes. Manhole rehabilitation shall include, but not be limited to, bench repair, cast iron frame and/or cover replacement, adjustment of manhole frame and cover height (adjustment rings), cleaning, surface preparation, liner application and all associated restoration. The interior protective coating system shall include all the necessary materials, equipment and tools as required for a completed installation. The completed system shall provide a waterproof, corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide and other corrosive gases/acids produced by wastewater and to prevent infiltration. All work shall be performed in accordance with the plans and specifications under Bid No. 17-74.

**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 **One Hundred Twenty (120)** consecutive calendar days. Final Completion shall be reached by or before **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 **\$958.00** 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 total Lump Sum price of **One Hundred Eighty-four Thousand Eighty-one dollars (\$184,081.00)**.

The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

**ARTICLE V
PAYMENT OF THE CONTRACT PRICE**

5.1 Schedule of Values

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

5.2 Payment Procedure

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

5.2.2 Progress Payments - On or before the fifteen (15) day of each month after commencement of the Work, the

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

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

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

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

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

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

5.2.5 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.

5.2.6 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.

5.2.7 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 Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

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

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

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

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

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

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

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

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

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

10.4 Minor Changes

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

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

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

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

12.2 Termination by the Owner

12.2.1 For Convenience

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

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

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

- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;
- (d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;
- (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

12.2.2 For Cause

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

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

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

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

The Contractor shall not commence work under this Agreement 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 Agreement.

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 Agreement, 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 \$300,000 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 during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

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

ARTICLE XIV MISCELLANEOUS

14.1 Governing Law & 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
PUBLIC RECORDS**

17.1 Public Records

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

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

BID NO: 17-74, Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1

Owner

St. Johns County, FL (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Jaime T. Locklear, CPPB, FCCM
Printed Name

Assistant Purchasing Manager
Title

Date of Execution

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Deputy County Attorney

Date of Execution

Contractor

Hinterland Group, Inc. (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

September 6, 2017

RE: Bid No: 17-74 – Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1

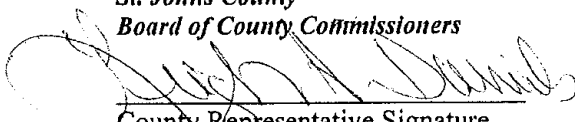
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Hinderland Group, Inc. as the lowest responsive, responsible bidder for Bid No: 17-74 – Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 4:00 PM, Monday, September 11, 2017.

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

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

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 9/6/17

Leigh A. Daniels, CPPB,
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: James Overton, P.E., Capital Improvement Projects
FROM: Leigh Daniels, CPPB, Procurement Supervisor *[Signature]*
SUBJECT: Transmittal of Bids Received for Bid No. 17-74, Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1
DATE: August 30, 2017

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.

Department Head Approval *Scott Iny*
Date 8-31-17
Budget Amount \$200,000.00
Account Funding Title 2017 PV Manhole Inspection & Repair
Funding Charge Code 4463-56302-66019-56302
Award to Hinterland Group, Inc.
Award Amount \$184,081.00

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

PONTE VEDRA SANITARY SEWER MANHOLE
REHABILITATION - GROUP 1

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

OPENED BY

LEIGH DANIELS

TABULATED BY

BRYAN MATUS

VERIFIED BY

BID NUMBER

17-74

OPENING DATE/TIME

August 30, 2017

2:00 PM

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.

POSTING DATE/TIME

FROM 08/30/17
3:00 PM

UNTIL 09/05/17
3:00 PM

PAGE (S) 1 of 1

BIDDERS	TOTAL BID PRICE	BID BOND	ADDENDUM # 1	ADDENDUM # 2	ATTENDED MANDATORY PRE-BID MEETING		
G&H UNDERGROUND CONSTRUCTION, INC.	\$287,430.80	YES	YES	YES	YES		
HINTERLAND GROUP, INC.	\$184,081.00	YES	YES	YES	YES		
U.S. WATER SERVICES CORPORATION	\$239,303.00	YES	YES	YES	YES		

BID AWARD DATE - _____

BID NO: 17-74

Bid NAME: PONTE VEDRA SANITARY
SEWER MANHOLE REHAB – GROUP 1

BID DUE - Wednesday, August 30, 2017 @ 2:00 PM

SUBMITTED TO:



COPY

St. Johns County Purchasing Department
ATTN: Leigh Daniels
500 San Sebastian View
St. Augustine, FL 32084

SUBMITTED BY:

Hinterland Group, Inc.



992 West 15th Street

Riviera Beach, Florida 33404

(561) 640-3503

Email: info@hinterlandgroup.com

BID NO: 17-74

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: PONTE VEDRA SANITARY SEWER MANHOLE REHABILITATION – GROUP 1
TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
DATE SUBMITTED: 08/29/2017

BID PROPOSAL OF

Hinterland Group, Inc.

Full Legal Company Name

992 W 15th Street, Riviera Beach, FL 33404

561-640-3503

561-640-3504

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 17-74, Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

FOR: Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1 as per plans and specifications.

TOTAL BID PRICE:

\$ 184,081.00

Total Bid Price Proposal (Numerical)

One Hundred Eighty-Four Thousand Eighty-One 00/100 Dollars

(Amount written or typed in words)

Unit Price Bid Sheet

Item #	Description	Quantity	Unit	Unit Price	Amount
A.	Bond	1	LS	\$ 5,000.00	\$ 5,000.00
B.	Mobilization/Demobilization	1	LS	\$ 10,000.00	\$ 10,000.00
C.	Maintenance of Traffic	1	LS	\$ 15,000.00	\$ 15,000.00
D.	Bypass Pumping	1	LS	\$ 20,000.00	\$ 20,000.00
E.	Bench Repair	9	EA	\$ 350.00	\$ 3,150.00
F.	Manhole Frame			\$	\$
a.	22"	22	EA	\$ 600.00	\$ 13,200.00
b.	24"	3	EA	\$ 600.00	\$ 1,800.00
c.	30"	13	EA	\$ 600.00	\$ 7,800.00
d.	32"	2	EA	\$ 600.00	\$ 1,200.00
e.	36"	4	EA	\$ 600.00	\$ 2,400.00
G.	Manhole Cover			\$	\$
a.	22"	16	EA	\$ 250.00	\$ 4,000.00
b.	24"	1	EA	\$ 250.00	\$ 250.00
c.	30"	13	EA	\$ 250.00	\$ 3,250.00
d.	32"	1	EA	\$ 250.00	\$ 250.00
e.	36"	0	EA	\$ 450.00	\$ 0.00
H.	Adjust Manhole Ring & Cover (0-12")	6	EA	\$ 800.00	\$ 4,800.00
I.	Clean (Only) Manhole	698	SF	\$ 3.00	\$ 2,094.00
J.	Cleaning, Surface Prep & Manhole Liner	4464	SF	\$ 17.00	\$ 75,888.00
K.	Asphalt Pavement Repair	112	SY	\$ 75.00	\$ 8,400.00
L.	Concrete Driveway/Sidewalk Repair	45	SY	\$ 75.00	\$ 3,375.00
M.	Sod	556	SY	\$ 4.00	\$ 2,224.00
Total Unit Price Bid				\$	184,081.00
N.	Chemical Grout Leak Repair (Small)	price per	Tube	\$ 85.00	85.00
O.	Chemical Grout Leak Repair (Large)	price per	Gallon	\$ 400.00	400.00
P.	Repair Wall w/ High Strength Mortar (0"-2")	price per	SF	\$ 8.00	8.00

Bid No: 17-74

The Project will have one (1) substantial completion as described in the Project Specifications. Construction shall be substantially complete within one-hundred twenty (120) consecutive calendar days from the date of the 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: 08/08/2017

No.: 2 Date Received: 08/24/2017

No.: _____ Date Received:

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

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

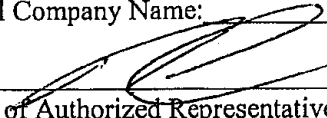
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the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

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

BID NO: 17-74

CORPORATE/COMPANY

Full Legal Company Name: Hinterland Group, Inc. (Seal)

By:  Daniel Duke, III - President
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: 992 W 15th Street, Riviera Beach, FL 33404

Telephone No.: (561) 640-3503 Fax No.: (561) 640-3504

Email Address for Authorized Company Representative: info@hinterlandgroup.com

Federal I.D. Tax Number: 20-5156844 DUNS #: _____
(If applicable)

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Unit Price Bid Form and Unit Price List
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" - Certificate of Compliance with Florida Trench Safety Act
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Experience of Bidder Form
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form and Unit Price, Attachments "A", "B", "C", "D", "E", "F", "G", "H" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO.: 17-74

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 Daniel Duke, III who being duly sworn, deposes and says he is President (Title) of the firm of Hinterland Group, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 17-74; Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1, in St. Johns County, Florida.

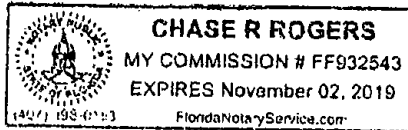
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he,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

Hinterland Group, Inc.
(Bidder)

By: [Signature]
Daniel Duke, III - President
(Title)

Sworn and subscribed to me this 29th day
of August, 20 17.

Notary Public: [Signature]
Signature
Chase R Rogers
Printed



My commission Expires: 11/02/2019

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

BID NO.: 17-74

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
Contractors License	CGC1520354	State of Florida	Exp 08-31-2018
Underground Contractor	CUC1224634	State of Florida	Exp 08-31-2018
Electrical	EC13003615	State of Florida	Exp 08-31-2018

BID NO.: 17-74

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIER LIST

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

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Plastic Composites, Inc.	Manhole Lining	Mike Ashcraft	352-383-0194 Mike@PlasticComposites.com

BID NO.: 17-74

ATTACHMENT "E"

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project (BID) Number/Description: Bid No 17-74: Ponte Vedra Sanitary Sewer Manhole Rehabilitation - Group 1

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: Hinterland Group, Inc.

Authorized Representative(s) :  Daniel Amos Duke, III - President
Signature Print Name/Title

Signature Print Name/Title

BID NO.: 17-74

ATTACHMENT "G"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2017

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

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

PRODUCER South Shore Insurance Inc. 901 SW Martin Downs Blvd Palm City FL 34990	CONTACT NAME: Jennie Duke PHONE (A/C, No, Ext): (772) 426-9973 FAX (A/C, No): (772) 221-1960 E-MAIL ADDRESS: jennie@southshore-insurance.com													
	INSURER(S) AFFORDING COVERAGE													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER B: North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER C: AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: United States Fire Insurance Company	21113	INSURER B: North River Insurance Company	21105	INSURER C: AGCS Marine Insurance Company	22837	INSURER D:		INSURER E:		INSURER F:
INSURER	NAIC #													
INSURER A: United States Fire Insurance Company	21113													
INSURER B: North River Insurance Company	21105													
INSURER C: AGCS Marine Insurance Company	22837													
INSURER D:														
INSURER E:														
INSURER F:														

INSURED Hinterland Group Inc. 992 W. 15th Street Riviera Beach, FL 33404	
--	--

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			543-998915-1	01/31/2017	01/31/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> XCU Coverage Included	Y	Y				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			133-740178-2	01/31/2017	01/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5821069842	01/31/2017	01/31/2018	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED \$ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			408-730540-5	01/31/2017	01/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			MZI93075677	01/31/2017	01/31/2018	Rented/Leased Equil \$ 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Certificate holder is listed as an additional insured only if required by written contract/agreement with the insured executed prior to accident or loss.

A Waiver of Subrogation is provided only if required by written contract/agreement with the insured executed prior to accident or loss.

CERTIFICATE HOLDER FOR BIDDING PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <JND>
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BID NO.: 17-74

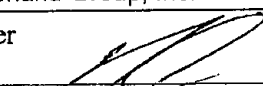
ATTACHMENT "H"

EXPERIENCE OF BIDDER

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

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

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

By: Hinterland Group, Inc. 08/29/2017
Bidder _____ Date _____


Authorized Signature Daniel Duke, III - President

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
	PLEASE SEE THE ATTACHED PROJECTS LIST		

Do you have any similar work in progress at this time? Yes No

Length of time in business: 11+ Years

Is your company currently involved in any active litigation? NO If Yes, explain:

Has your company ever been sued? NO If Yes, explain and/or submit court decision or judgment, as applicable:



St. Johns County Board of County Commissioners

Purchasing Division

August 8, 2017

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-74, Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1

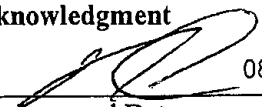
This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Clarification:

The Mandatory Pre-Bid Conference is Tuesday, August 15, 2017 at 9:30 AM at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL 32084 with a Non-Mandatory site visit immediately following.

THE BID DUE DATE REMAINS August 30, 2017 AT 2:00 P.M.

Acknowledgment


08/29/2017
Signature and Date

Daniel Duke, III - President
Printed Name/Title

Hinterland Group, Inc.
Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Procurement Supervisor

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

August 23, 2017

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-74, Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. If the manhole is surcharged will SJCUD clean and jet the lines to get the flow down?

Answer: Yes, SJCUD staff will clean and jet the lines and/or pump down any lift stations where manholes are surcharged. Please note that

2. Will an item number be added for grouting/leak mitigation?

Answer: Yes, see the revised Bid Form and Unit Price Sheet attached.

3. Is bypass pumping a necessity, since the inverts are being lined?

Answer: Temporary bypass pumping is expected to be minimal, but may be required for bench repairs.

4. How many manholes are connected to lift stations?

Answer: There are 3 manholes that are immediately upstream of a lift station, 4 manholes that have a force main connection, and 3 manholes that are currently surcharged. See table below.

MH #	WO #	Description
8	102197	Upstream of lift station and surcharged
12	102162	Force main discharges to MH

19	102205	Surcharged
20	102189	Surcharged
26	102157	Force main discharges to MH
31	102146	Upstream of lift station
34	102165	Upstream of lift station
37	102164	Force main discharges to MH
48	102159	Force main discharges to MH

Clarifications/Changes

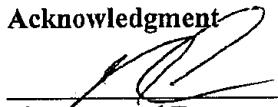
1. Please note that MH# 9 (WO# 102152) on the summary table is removed for this bid and the unit price sheet has been adjusted.
2. Manhole covers and rings that are not SJCUD's standard size per Detail S-1 in the SJCUD Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Latest Edition shall most closely match SJCUD's manhole cover detail. A special casting is NOT required for each size. However, the covers shall be labeled "SANITARY SEWER", have pickholes and a dovetailed "O" ring seal per SJCUD requirements.

Attachments:

Unit Price Bid Sheet Rev 20170823
Exhibit A – Manhole Condition Assessment Summary Rev 20170823

THE BID DUE DATE REMAINS August 30, 2017 AT 2:00 P.M.

Acknowledgment

 08/29/2017

Signature and Date
Daniel Duke, III - President

Printed Name/Title
Hinterland Group, Inc.

Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Procurement Supervisor

END OF ADDENDUM NO. 2

BID NO.: 17-74

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

K N O W A L M E N B Y T H E S E P R E S E N T S , t h a t
* as Principal, and Berkley Insurance Company as Surety, are held and firmly bound
unto St. Johns County, Florida, in the penal sum of Five percent of bid amount Dollars (\$
) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents. * Hinterland Group, Inc.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the
accompanying Bid, dated _____, 20__.

For
Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 9 day of August A.D., 2017, 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]

[Signature]

OF AUTHORIZED

DANIEL DUKE, III PRESIDENT
PRINCIPAL:

Hinterland Group, Inc.
NAME OF FIRM:

[Signature]
SIGNATURE

OFFICER (AFFIX SEAL)

President
TITLE

992 W. 15th Street
BUSINESS ADDRESS

Riviera Beach FL
CITY STATE

SURETY:

Berkley Insurance Company

[Signature]
Daniel F. Wagner
ATTORNEY-IN-FACT (AFFIX SEAL)

475 Steamboat Road
BUSINESS ADDRESS

Greenwich CT
CITY STATE

Wagner Bonding & Insurance
NAME OF LOCAL INSURANCE AGENCY

WITNESS:

[Signature]
CORPORATE SURETY

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Daniel F. Wagner of Wagner Bonding & Insurance, Inc. of Lakeland, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of September, 2015.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of September, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9 day of August, 2017.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

State of Florida

Department of State

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.

The document number of this corporation is P06000086423.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 12, 2017, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of August, 2017*



Ken DeJoy
Secretary of State

Tracking Number: CU8192945427

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

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



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number	P06000086423
FEI/EIN Number	20-5156844
Date Filed	06/26/2006
State	FL
Status	ACTIVE

Principal Address

992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Changed: 11/20/2015

Mailing Address

992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Changed: 11/20/2015

Registered Agent Name & Address

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Name Changed: 04/09/2013

Address Changed: 11/20/2015

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Report Year	Filed Date
2015	01/23/2015

2016 01/28/2016
2017 04/12/2017

Document Images

04/12/2017 - ANNUAL REPORT	View Image in PDF format
01/29/2016 - ANNUAL REPORT	View Image in PDF format
11/20/2016 - Reg. Agent Change	View Image in PDF format
01/23/2015 - ANNUAL REPORT	View Image in PDF format
01/10/2014 - ANNUAL REPORT	View Image in PDF format
04/11/2013 - ANNUAL REPORT	View Image in PDF format
04/09/2013 - Reg. Agent Change	View Image in PDF format
04/19/2012 - ANNUAL REPORT	View Image in PDF format
02/17/2011 - ANNUAL REPORT	View Image in PDF format
02/15/2010 - ANNUAL REPORT	View Image in PDF format
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08/28/2006 - Domestic Profil	View Image in PDF format

Florida Department of State - Division of Corporations



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

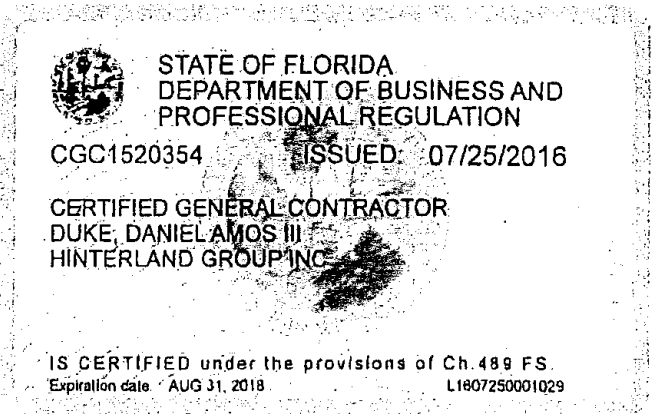
(850) 487-1395

**DUKE, DANIEL AMOS III
HINTERLAND GROUP INC
992 W 15TH STREET
RIVIERA BEACH FL 33404**

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!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
CGC1520354

**The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018**

**DUKE, DANIEL AMOS III
HINTERLAND GROUP INC
992 W 15TH STREET
RIVIERA BEACH FL 33404**





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

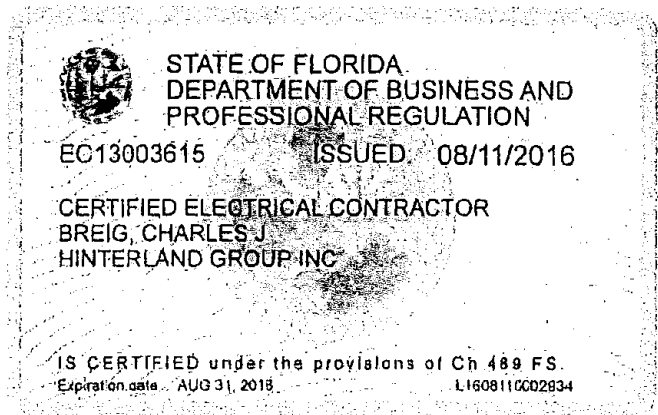
(850) 487-1395

**BREIG, CHARLES J
HINTERLAND GROUP INC
5580 SR 524
COCOA FL 32926**

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 barbecue 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!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD**

LICENSE NUMBER
EC13003615

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2018



**BREIG, CHARLES J
HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166**



		EQUIPMENT	
ID #	DESCRIPTION	TAG #	VIN OR SERIAL #
PRESSURE WASHERS			
PW1	2014 HMDE TRAILER (5K POWER WASHER)	167 4QB	NOVIN0201067180
PW2	21' POWER WASHER TRAILER - HOMEMADE	ESP 194	FLT9000AG
PW3	2000 DRAGGIN BLACK PRESS. WASHER TRAILER	534 8QB	52006512008001800
PW4	SKID 5K HEATER PRESSURE WASHER	N/A	
BY PASS PUMPS			
BP1	6" THOMPSON VACUUM PUMP 6JSVE-103		
BP2	6" THOMPSON VACUUM PUMP 6JSVE-241		1T9PH132XEP634466
BP3	6" THOMPSON AIR ASSIST PUMP 6JSC-188		
BP4	2014-6" THOMPSON VACUUM PUMP 6JSVE-219		1T9PH1320EP634329
BP5	THOMPSON PUMP (Nightmare)		
BP6	6" THOMPSON VACUUM PUMP		
BP7	WHITE THOMPSON SKID VACUUM PUMP 6JSVE-069		
BP8	WHITE 6" THOMPSON VAC PUMP 6JSVE-316		
BP9	2003 THOMPSON CD100M 4" PUMP ON TRAILER		1T9PH13173P634150
BP10	2016-6" THOMPSON VACUUM ASST PUMP-6JSVE-332		1T9PH1527GP634084
BP11	2016-6" THOMPSON VACUUM ASST PUMP-6JSVE-366		1T9PH1523GP634275
BP12	2017 6" THOMPSON VACUUM ASST PUMP 6JSVE-383		
BP13	2017 6" THOMPSON VACUUM ASST PUMP 6JSVE-390		
BP14	2003 THOMPSON 6" SELF PRIME	Y19T1W	1T9PH13283P634151
AIR COMPRESSORS			
AC1	GRAY AIR COMPRESSOR		
AC2	WHITE AIR COMPRESSOR		
AC3	GREEN SUL-AIR 185 AIR COMPRESSOR	NO TAG	
AC4	2007 INGERSOLL-RAND AIR COMPRESSOR		
AC5	2002 INGERSOLL RAND AIR COMPRESSOR	Y22TIW	332001UIM295
AC6	1999 INGERSOLL RAND AIR COMPRESSOR		
ELECTRIC PUMPS			
EP1	6" ELECTRIC GORMAN RUPP PUMP		
EP2	4" ELECTRIC DIAPHRAM PUMP		
EP3	8" ELECTRIC THOMPSON VACUUM PUMP 8JSVE 079		
DEWATERING PUMPS			
DP1	8" THOMPSON PUMP W-357		
DP2	6" THOMPSON PUMP 6V-204		
DP3	8" THOMPSON PUMP W-224		
DP4	6" THOMPSON PUMP (NO #)		
DP5	8" THOMPSON VACUUM PUMP 8V-55, HC-15536		
DP6	6" HYDRAULIC SUBMERSIBLE PUMP BA-1779		
DP7	4" THOMPSON DIAPHRAM PUMP 40-DL-469		
DP8	12" x 12" Wet-Prime Rotary Wellpoint Pump Model 12R-DJDS-45T-MC 1		Serial #V-1231
DP9	2016-12" Rotary Wellpoint		Serial #V-1245
HYDRAULIC PUMPS			
HP1	HYDRAULIC SKID PUMP H-21-D-270		
HP2	HYDRAULIC PUMP TRAILER D6-404.22-1085		
EPOXY MACHINE			
EM1	GRACO XTREME EXPOXY SPRAY RIG A-483		

	EQUIPMENT		
ID #	DESCRIPTION	TAG #	VIN OR SERIAL #
HEAVY EQUIPMENT			
E1	DAEWOO 420 EXCAVATOR		
E2	KOMATUSU WA 180 LOADER		
E3	REX MIXER		
E4	JD 450 BULL DOZER		
E5	JD 410 BACKHOE		
E6	BOBCAT 325 EXCAVATOR		
E7	BOBCAT T300 SKID STEER		
E8	KOMATUSU 220 TELLE-DIPPER		
E9	KOMATSU 135 EXCAVATOR		
E10	JD LOADER		
E11	NEW HOLLAND SKID STEER		
E12	JD 35G EXCAVATOR		
E13	JD 35G EXCAVATOR		
E14	BOBCAT BABY MINI EXCAVATOR		
E15	BOBCAT BRUSH CAT 60		467010253
E16	CAT TL1055 LULL		
E17	JD 323E COMPACT TRACK LOADER		1T0323EMHGJ292250
E18	CAT 328D LCR EXCAVATOR		GTN00140
E19	JD 329E SKID STEER (2015)		1T0329EMJFE289531
E20	2006 JOHN DEERE ASPHALT ZIPPER		SN109FS08227U021074
E20a	2008 KEIZER MORRIS ASPHALT HOT BOX		SN1K98U20228N246029
E21	2016 DOOSAN FORK LIFT Model: GC55C-5		FGB0E-1290-00087
E22	2016 CAT 305_5E2CR Mini Excavator		Serial #CR501341
E23	2017 Komatsu Hydraulic Excavator		Serial #
E24	2017 Komatsu Hydraulic Excavator		Serial #
E25	2004 Volvo Motor Graders		Serial #X036480X
E26	2017 BOMAG BW124DH ROLLER		Serial #861832131063
E27	2007 Case 445CT Skid Loader w/attachments		Serial #NGM440211
E28	2008 Menzi Muck A91		Serial# 91EQ2085414
E29	2004 Volvo Grader G720B		Serial# X036480X
E30	McElroy 800207 Fusion Machine		9645440-4

Daniel A. Duke III

Address: 992 W. 15th Street, Riviera Beach, Florida 33404

Phone Number: 561-640-3503

Email: Dduke1@hinterlandgroup.com

President

Over 12 years in direct development of multiple land use projects in Florida, currently holds Florida General Contractor's License (CGC1520354), Florida Certified Building Contractor's License (CBC1255077) and Certified Underground and Excavation Contractor License (CUC1224634). Oversees daily operations and provides direct support to all personnel.

Working for Hinterland Group, Inc 10.5 years

Project Related Background:

City of Port St. Lucie Pump Station SP41 Rehabilitation

City of Orlando Lift Stations 19, 46, 70 & 71 Rehabilitation

Florida Governmental Utility Authority Golden Gate Lift Stations Rehabilitation (4)

SSNOCWTA Master Services Agreement; Lift Station and Manhole Rehabilitation

City of Dania Beach Lift Station # 5 Rehabilitation

City of Eustis Lift Station # 5 Rehabilitation

City of Auburndale Adams Road Lift Station Rehabilitation

City of St. Cloud Lift Station # 10 Rehabilitation

Village of Palm Springs Lift Stations 38, 32, 25 & Rex Avenue Rehabilitation

City of Lake Worth Pump Station #9 Rehabilitation

Seacoast Utility Authority Pond Lining & Pump Station At PGA WWTP

Palm Beach County Wastewater Lift Station Rehabilitation Project-Phase A

City of West Palm Beach Structural Repair of the Flow Equalization Basin

Daniel A. Duke Jr.

Address: 992 W. 15th Street, Riviera Beach, Florida 33404

Phone Number: 561-640-3503

Email: Dduke2@hinterlandgroup.com

Project Manager

Twenty seven years direct experience in several land development projects including various wastewater lift station installations, gravity and force main sewer installation. Direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet. Project procurement and material acquisition duties.

Working for Hinterland Group, Inc. 9 years

Project Related Background:

City of Port St. Lucie Pump Station SP41 Rehabilitation

City of Orlando Lift Stations 19, 46, 70 & 71 Rehabilitation
Florida Governmental Utility Authority Golden Gate Lift Stations Rehabilitation (4)
SSNOCWTA Master Services Agreement; Lift Station and Manhole Rehabilitation
City of Dania Beach Lift Station # 5 Rehabilitation
City of Eustis Lift Station # 5 Rehabilitation
City of Auburndale Adams Road Lift Station Rehabilitation
City of St. Cloud Lift Station # 10 Rehabilitation
Village of Palm Springs Lift Stations 38, 32, 25 & Rex Avenue Rehabilitation
City of Lake Worth Pump Station #9 Rehabilitation
Brevard County M-20 Lift Station Rehabilitation
City of West Palm Beach Phipps Park Booster Pump Station Rehab & Modification
Palm Beach County Wastewater Lift Station Rehabilitation Project – Phase A
University of Florida Pump Station No 1 Renovations, Building 211
FGUA-Lee County Rehabilitation & Improvements to Master Lift Station 01

Jay B. Breig

Address: 992 W. 15th Street, Riviera Beach, Florida 33404

Phone Number: 561-640-3503

Email: JBreig@hinterlandgroup.com

Superintendent

Twelve years experience in the rehabilitation and installation of wastewater structures, gravity and force main pipe installations. Conduct daily labor briefings, safety meetings and coordinates daily labor for successful project completion. Regularly conducts project briefings with project manager and inside support personnel.

Working for Hinterland Group, Inc. 10.5 years

Project Related Background:

City of Port St. Lucie Pump Station SP41 Rehabilitation
City of Orlando Lift Stations 19, 46, 70 & 71 Rehabilitation
Florida Governmental Utility Authority Golden Gate Lift Stations Rehabilitation (4)
SSNOCWTA Master Services Agreement; Lift Station and Manhole Rehabilitation
City of Dania Beach Lift Station # 5 Rehabilitation
City of Eustis Lift Station # 5 Rehabilitation
City of Auburndale Adams Road Lift Station Rehabilitation
City of St. Cloud Lift Station # 10 Rehabilitation
Village of Palm Springs Lift Stations 38, 32, 25 & Rex Avenue Rehabilitation
City of Lake Worth Pump Station #9 Rehabilitation
City of Weston Indian Trace Development District 36 Lift Stations Rehabilitation Toho Water Authority Manhole Raising Project

City of West Palm Beach Phipps Park Booster Pump Station Rehabilitation
University of Florida Pump Station No. 1 Renovations, Building 211
City of Altamonte Spring Lift Station 10 & 11 Rehabilitation
City of St. Pete Beach Lift Station # 10 Rehabilitation
City of St Cloud Lift Station 76 Rehabilitation
City of Mulberry WTP Improvements
Collier County 7th Street SW Booster Pump & VFD Replacement
City of Naples Water Treatment Plant Vacuum Filter Replacement
Palm Beach County Belle Glade Sewer Infiltration & Inflow Improvements Project
City of Altamonte Springs Lift Station No. 29 Rehab
Town of Mangonia Park Lift Station No. 1 Rehab
City of St Pete Beach Lift Station 8 & 16 Rehabilitation
Citrus County Lift Station & Manhole Rehab

Charlie Breig

Address: 992 W. 15th Street, Riviera Beach, Florida 33404

Phone Number: 561-640-3503

Email: CBreig@hinterlandgroup.com

Electrical Superintendent

Forty plus years of commercial electrical experience. Licensed Florida Electrical Contractor (EC13003615).

Working for Hinterland Group, Inc. 10.5 years

Project Related Background:

City of Dania Beach Lift Station #5 Rehabilitation

Village of Palm Springs Lift Stations 38, 32, 25 & Rex Avenue

City of Lake Worth Pump Station #9 Rehabilitation

Seacoast Utility Authority Pond Lining & Pump Station At PGA WWTP

University of Florida Pump Station No. 1 Renovations, Building 211

Florida Governmental Utility Authority Rehabilitation & Improvements to Master Lift Station 01

City of St. Pete Beach Lift Station #10 Rehabilitation

Chase Rogers, E.I.

Address: 992 W. 15th Street, Riviera Beach, Florida 33404

Phone Number: 561-640-3503

Email: CRogers@hinterlandgroup.com

Estimator/ Project Engineer

10 years' experience in the rehabilitation and installation of sanitary sewer structures. 5 years experience working as an electrician at WWTP. Responsible for project scheduling and coordination.

Degree in Civil Engineering.

Working for Hinterland Group, Inc. 9 years.

Project History:

Winter park – Tuskawilla, winter park estates....

Lake Worth – backwash and PS 9

Seacoast Utility Authority-Reject Water Storage Pond Lining and Pump Station at the PGA WTP.

City of West Palm Beach-Phipps Park Booster Pump Station Rehab & Modifications

Palm Beach County-Wastewater Lift Station Rehabilitation Project- Phase A

City of St. Cloud-Lift Station # 10 Rehabilitation

City of Auburndale- Adams Road Lift Station Rehabilitation

Florida Governmental Utility Authority- Golden Gate Lift Stations Rehabilitation

City of Dania Beach- Lift Station # 5 Rehabilitation

Loxahatchee River District – Lift Station #23 Rehabilitation

City of West Palm Beach – Structural Repair of the Flow Equalization Basin

Florida Governmental Utility Authority –Rehabilitation & Improvements to Master Lift Station 01

City of Boca Raton Lift Station 17 Rehabilitation

Brevard County C-05 & Forcemain Replacement

Brevard County M-6 Replacement

Village of palm Springs Rehabilitation of Pump Stations

City of Boca Raton Lift Station 17 Rehab

City of Clewiston Master Lift Station Replacement

City of Deerfield Beach Rehab of Lift Station No. 20

City of Treasure Island Lift Stations 6,7,8 & 9 Rehab

City of West Palm Beach Lift Station Rehab Annual Contract

Palm Beach County Lift Station Annual Contract

Evelio Millares (Superintendent)

Address: 992 W. 15th Street, Riviera Beach, Florida 33404

Phone Number: 305-218-3537

Email: Emillares@hinterlandgroup.com

Estimator/Electrical Superintendent

35 years total electrical experience. Electrical Contractor for 22 years. Florida Certified Electrical Contractor (EC13005750)

Working for Hinterland Group for 2 Years. Electrical Estimations, Purchasing and on site Supervision

Project Related Background:

Florida Keys Aqueduct Authority Main Pump Stations on Cudjoe and Summerland Keys
Palm Beach County Lift Station Rehab Project Priority 2
City of Dania Beach Lift Station #16
City of West Palm Beach Lift Station #10
Brevard County Lift Station M-06, C-5
City of Belle Glade Lift Station 1801
City of Altamonte Springs Lift Station 29 Rehabilitation
City of St Pete Beach Lift Station 8 & 16 Rehab

Brett Konchak Project Manager

Address: 992 W. 15th Street, Riviera Beach, FL 33404

Phone Number: 561-640-3503

Email: BKonchak@hinterlandgroup.com

Project Manager

Over 5 years in direct development of multiple land use projects in Florida, including various gravity and force main CIPP sanitary and storm sewer installations. Direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet. Project procurement and material acquisition duties.

Working for Hinterland Group, Inc. 2.5 years

Project Related Background:

Over 180,000 Linear feet successfully televised and CIPP lined involving various entities including:

Palm Beach County Annual CIPP

Manatee County Annual CIPP

Riviera Beach I&I

Seminole County Annual CIPP

Tampa Annual CIPP

City of West Palm Beach Annual CIPP

Clearwater Annual CIPP

Zephyrhills CIPP

Lake Worth CIPP

Bartow CIPP

Maitland CIPP

Nassau County Storm CIPP

Mangonia Park CIPP

Village of Golf CIPP

Lantana CIPP

Miramar CIPP

N Lauderdale CIPP

Palm Beach Gardens CIPP

Project History

Project Description	Owner	Engineer	Contract Amount	Start Date	End Date
Toho Water Authority Manhole Raising & Repair Project	Toho Water Authority 951 Martin Luther King Boulevard Kissimmee, Florida 34741 407-944-5018 Phone 407-343-4264 Fax Tim Noyes, Asset Manager Tnoyes@tohowater.com	Toho Water Authority 951 Martin Luther King Boulevard Kissimmee, Florida 34741 407-944-5018 Phone 407-343-4264 Fax Tim Noyes, Asset Manager	\$231,210.00	Oct-10	Feb-12
Wastewater Lift Station Rehabilitation Project-Phase A	Palm Beach County Water Utilities District P.O. Box 16097 West Palm Beach, Florida 33416-6097 561-493-6000 Phone 561-493-6008 Fax Victor Gutierrez, Purchasing Vgutierrez@pbwater.com	Palm Beach County BOCC WUD 8100 Forest Hill Blvd. West Palm Beach, Florida 33416 561-493-6087 561-493-6085 Duane Palumbo, Engineer	\$1,530,131.00	Aug-11	Mar-12
Phipps Park Booster Pump Station Rehab & Modification	City of West Palm Beach 401 Clematis Street, 5th Floor West Palm Beach, Florida 33401 561-822-2100 Phone 561-822-1564 Fax Daniel Roberge, Project Engineer Drberge@pbc.org	Mock-Roos & Assoc., Inc. 5720 Corporate Wy. West Palm Beach, Florida 33407 561-683-3133 Phone 561-478-7248 Fax Neil Condy, Engineer	\$196,549.00	Aug-10	Feb-12
Sanitary Sewer & Lift Station Wet Well, Repairs	P.B.C. Glades Utility Authority P.O. Box 16097 West Palm Beach, Florida 33416-6097 561-493-6000 Phone 561-493-6008 Fax Vernetha Green, Purchasing Vgreen@pbwater.com	P.B.C. Glades Utility Authority P.O. Box 16097 West Palm Beach, Florida 33416-6097 561-493-6219 Phone 561-493-8768 Fax Hector Rodriguez, Project Manager	\$195,000.00	Mar-10	Mar-11
Indian Trace Development 36 Lift Station Rehabilitation	City of Weston 17200 Royal Palm Boulevard Weston, Florida 33326 954-385-2000 Phone 954-385-2010 Fax Brad Kaine, Director of Utilities bkaine@westonfl.org	Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316 954-921-7781 Phone 954-921-8807 Fax Sabrina Baglieri, P.E.	\$890,881.07	Nov-10	Dec-11
Reject Water Storage Pond Lining and Pump Station at the PGA WWTP	Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, Florida 33410 561-627-2900 Phone 561-624-2839 Fax Kelth Haas, Purchasing Manager Khaas@sua.com	Holtz Consulting 50 S. US Hwy 1, Suite 20 Jupiter, Florida 33477-5107 561-575-2005 Phone 561-575-2009 Fax Curtis Robinson, Engineer	\$780,209.00	Sep-10	Aug-11
Pasco County Leachate Pump Station	Pasco County 8989 Government Drive New Port Richey, Florida 34654-5500 727-847-8194 Phone 727-847-8065 Fax Ron Walker, Superintendent	Pasco County 8989 Government Drive New Port Richey, Florida 34654-5500 727-847-8194 Phone 727-847-8065 Fax	\$69,965.78	Sep-10	Dec-10
Lift Station #15 Rehabilitation	City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004 954-924-3740 Phone 954-923-1109 Fax Jose Urtecho, Utilities Supervisor	Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316 954-921-7781 Phone 954-921-8807 Fax Jenna Chamberlain, P.E.	\$184,975.00	Jun-10	Sep-10
Lift Station #11 Replacement Project	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-957-7212 Phone 407-957-7369 Fax Kelly Merritt, P.E. Kmerritt@stcloud.org	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-957-7212 Phone 407-957-7369 Fax Kelly Merritt, P.E.	\$182,614.25	May-10	Aug-10

Project History

Wastewater Pump Station No. 9 Replacement	City of Lake Worth 7 North Dixie Highway Lake Worth, Florida 33460 561-586-1685 Phone 561-586-1745 Fax Tiger Roth, Inspector tuger.roth@mockroos.com	Mock - Roos 5720 Corporate Way West Palm Beach, Florida 33407-2066 561-683-3113 Phone 561-478-7248 Fax John Leemon, PE	\$308,710.00	Mar-10	Jun-10
Lakes of Aloma Wastewater Pump Station Rehabilitation	S.S.N.O.C.W.T.A 410 Lake Howell Road Maitland, Florida 32751-5907 407-628-3419 Phone 407-628-0153 Stephen Miller, P.E. Director	Reiss Engineering 1016 Spring Villas Point, Suite 2000 Winter Springs, Florida 32708 407-679-5358 Phone 407-679-5003 Fax Marc Cannata, P.E.	\$120,000.00	Feb-10	May-10
City of Cape Canaveral Manhole Rehabilitation	City of Cape Canaveral 601 Thurm Boulevard Cape Canaveral, Florida 32920 561-586-1685 Phone 561-586-1745 Fax Tiger Roth, Inspector tuger.roth@mockroos.com	561-683-3113 Phone 561-478-7248 Fax John Leemon, PE	\$103,000.00 \$314,911.00	Feb-11 Feb-10	Apr-11 Jul-10
M-20 Lift Station Rehabilitation	Brevard County 2725 Judge Fran Jamieson Way Viera, Florida 32940-6602 321-633-2089 Phone 321-633-2095 Fax Craig Helping, Project Manager Craig.Helping@brevardcounty.us	MWH Engineers 490 Sawgrass Corp Pkwy., Suite 300 Sunrise, Florida 33325 954-846-0401 Phone 954-846-0424 Fax Brian LaMay, P.E.	\$213,250.00	Jan-11	Apr-11
City of Ft. Lauderdale Manhole Rehabilitation	City of Ft. Lauderdale Procurement Services 100 North Andrews Avenue Fort Lauderdale, Florida 33301 954-828-5933 Phone 954-828-5576 Fax	City of Ft. Lauderdale Procurement Services 100 North Andrews Avenue Fort Lauderdale, Florida 33301 954-828-5933 Phone 954-828-5576 Fax	\$9,950.00	Dec-09	Jan-10
Lift Station #5 Refurbishing	City of Eustis P.O. Box 68 Eustis, Florida 32727-0068 352-483-5430 Phone 352-357-1970 Fax Bill Johnson, Director of Wastewater	City of Eustis P.O. Box 68 Eustis, Florida 32727-0068 352-483-5430 Phone 352-357-1970 Fax Bill Johnson, Director of Wastewater	\$121,688.00	Dec-09	Apr-10
Golden Gate Lift Station #5 Rehabilitation & Modification	FGUA Operation Office 280 Wekiva Springs Road, Suite 2000 Longwood, Florida 32779 407-629-6900 Phone 407-629-6963 Fax	FGUA Operation Office 280 Wekiva Springs Road, Suite 2000 Longwood, Florida 32779 407-629-6900 Phone 407-629-6963 Fax	\$224,505.00	Jun-09	Sep-09
Lift Station #10 Rehabilitation	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-957-7212 Phone 407-957-7369 Fax Kelly Merritt, P.E. kmerritt@stcloud.org	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-957-7212 Phone 407-957-7369 Fax Kelly Merritt, P.E.	\$35,642.50	Mar-09	Aug-09
Indian Hills Lift Station Rehabilitation	S.S.N.O.C.W.T.A 410 Lake Howell Road Maitland, Florida 32751-5907 407-628-3419 Phone 407-628-0153 Stephen Miller, P.E. Director	Woolpert, LLP 3504 Lake Lynda Drive #400 Orlando, Florida 32817 407-381-2192 Phone Dave Roderick, Project Manager	\$75,280.00	Feb-09	Aug-09
Winter Park Estates Master Lift Station Rehabilitation	S.S.N.O.C.W.T.A 410 Lake Howell Road Maitland, Florida 32751-5907 407-628-3419 Phone 407-628-0153 Stephen Miller, P.E. Director	Reiss Engineering 1016 Spring Villas Point, Suite 2000 Winter Springs, Florida 32708 407-679-5358 Phone 407-679-5003 Fax Marc Cannata, P.E.	\$200,938.00	Jan-09	Sep-09

Project History

Lift Stations 19, 46, 70, & 71 Rehabilitation	City of Orlando, Public Works 5100 L.B. McLeod Road Orlando, Florida 32811 407-246-2213 Phone 407-246-2886 Fax Buster Falls, Lift Station Manager Buster.falls@cityoforlando.net	City of Orlando, Public Works 400 South Orange Avenue Orlando, Florida 32802-4990 407-246-3756 Phone 407-246-2892 Fax Hector Sanchez, Project Manager	\$300,000.00	May-08	Dec-08
Lift Station #41 Rehabilitation	City of Port St. Lucie 121 S.W. Port St. Lucie Boulevard Port St. Lucie, Florida 34984 772-871-5224 Phone 772-871-7337 Fax Mike Jolly, Lift Station Leader Miolly@cityofpsl.com		\$85,000.00	Apr-08	Jun-08
UF Pump Station No. 1 Renovation	University of Florida P.O. Box 117710 Gainesville, Florida 32611 352-294-0622 Phone 352-392-8837 Jeff Bair, Project Manager	Causseaux, Hewitt & Walpole Inc 6011 NW 1st Place Gainesville, Florida 32607 352-331-1976 Phone 352-331-2476 Fax Matt Williams, Engineer	\$659,256.00	12-Mar	Jun-12
Manhole Rehabilitation	City of St. Pete Beach 155 Corey Avenue St. Pete Beach, Florida 33706 727-363-9254 Phone 727-367-2736 Fax Ian Wade ian.wade@stpetebeach.org		\$32,460.00	12-Mar	12-Apr
Rehabilitation & Improvements to Master Lift Station 01	Florida Governmental Utility Authority 5660 Bayshore Road, Suite 36 North Fort Myers, Florida 33917 239-543-1005 Phone 239-543-2226 Fax Dwight Perry, Inspector Dperry@govmserv.com	Wade Trlm 8745 Henderson Road, Suite 220 Renaissance 5 Tampa, Florida 33634 813-882-8366 Phone 813-884-5990 Fax Kenneth Hubacker P.E., Engineer	\$234,000.00	12-Jul	12-Sep
Lift Stations 30 & 32 Rehabilitation	City of Coral Springs 10300 NW 11th Manor Coral Springs, Florida 33071 954-753-0380 Phone 954-757-4850 Fax Steve Seigfried Steves@fladistricts.com		\$97,710.00	12-Aug	12-Oct
Lift Station #10 Rehabilitation	City of St. Pete Beach 155 Corey Avenue St. Pete Beach, Florida 33706 727-363-9254 Phone 727-367-2736 Fax Renee Cooper, CIP Construction Manager Rcooper@stpetebeach.org		\$116,112.00	12-Aug	12-Aug
Structural Repair of the Flow Equalization Basin	City of West Palm Beach 401 Crematis, 4th Floor West Palm Beach, Florida 33401 561-835-7400 X 7435 Phone 561-835-7420 Fax Jin Huo, Project Engineer jhuo@wpb.org	Holtz Consulting 50 S. US Hwy 1, Suite 20 Jupiter, Florida 33477-5107 561-575-2005 Phone 561-575-2009 Fax Curtis Robinson, Engineer	\$496,898.50	12-May	12-Nov
Indian Trace Development District Lift Station Phase II	City of Weston 17200 Royal Palm Boulevard Weston, Florida 33326 954-385-2000 Phone 954-385-2010 Fax Brad Kaine, Director of Utilities	Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316 954-921-7781 Phone 954-921-8807 Fax Sabrina Baglieri, P.E.	1,217,179.28	12-Oct	Jun-13
Wastewater Lift Station Rehabilitation Project	Palm Beach County Water Utilities District P.O. Box 16097 West Palm Beach, Florida 33416-6097 561-493-6000 Phone 561-493-6008 Fax Victor Gutierrez, Purchasing vgutierrez@pbcwater.com	Palm Beach County BOCC WUD 8100 Forest Hill Blvd. West Palm Beach, Florida 33416 561-493-6087 561-493-6085 Duane Palumbo, Engineer	2,172,758.00	12-Oct	Nov-14

Project History

South Hutchinson Island Repump #2 Station Modifications	Fort Pierce Utility Authority 206 S. 6th Street Fort Pierce, Florida 34950-4222 772-466-1600 X 3472 Phone James Carnes lcarnes@fpua.com	Kimley-Horne & Associates, Inc. 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411 561-840-0258 Phone Mark Miller	\$669,000.00	13-Jan	Oct-13
Strategic Wastewater Infrastructure Project Sewer Collection - City of Belle Glade	Palm Beach County Water Utilities Department 8100 Forest Hill Blvd West Palm Beach, Florida 33416-6097 561-493-6900 Phone Jackie Michels jrmichels@pb.water.com		\$1,918,320.00	13-Jan	Dec-13
Turtle Creek Force Main & Lift Station 84	City of St. Cloud 1300 Ninth Street St. Cloud, Florida 34769 407-709-3282 Phone 407-957-7369 Fax Corey Clough cclough@stcloud.org		\$916,602.89	Mar-13	Dec-13
Lift Station No 1 Rehabilitation	City of Cape Canaveral 601 Thurm Blvd. Cape Canaveral, Florida 32920 321-868-1240 Phone 321-868-1233 Fax Lonnie Dunn ldunn@cityofcapecanaveral.org		\$148,890.00	Dec-13	Jan-14
WTP Improvements	City of Mulberry 104 S. Church Street Mulberry, Florida 863-425-1125 John Wright	Envisors Engineers 2105 Dundee Road Winter Haven, Florida 33883-9309 863-324-1112 Phone 863-294-6185 Fax Asma Boukadoum	\$2,143,000.00	Jan-14	15-Apr
Cudjoe Regional Wastewater Inner Islands Collection System & Transmission System	Florida Aqueduct Authority 1100 Kennedy Drive Key West, Florida 33041-1239 305-296-2454 305-295-2188	Gianetti Contracting Corp 2660 NW 15th Ct # 108 Pompano Beach, Florida 33069 954-551-4950 Phone 954-972-8104 Bob Henning	\$1,523,515.00	Jan-14	16-May
7th Street SW Booster Pump & VFD Replacement	Collier County 3299 Tamiami Trail E, Suite 700 Naples, Florida 34112-5749 239-252-8407 Phone 239-732-0844 Fax Tom Sivert TomSivert@colliergov.net	Holes Montes, Inc. 950 Encore Way Naples, Florida 34110 239-254-2043 Phone DebraHogue@hmg.com Deb Hogue	\$653,400.00	Dec-13	14-Oct
Water Treatment Plant Vacuum Filter Replacement	City of Naples 735 Eighth Street S Naples, Florida 34102 239-213-1000 Phone Justin Frederiksen jfrederiksen@naplesgov.com	Johnson Engineering 2122 Johnson Street Fort Myers, Florida 33901 239-461-2441 Phone 239-334-3661 Erik Howard elh@johnsoneng.com	\$767,510.00	Oct-13	May-14
Wastewater Gravity Sewer Rehab by CIPP	City of Tampa 3808 E 26th Ave. Tampa, Florida 33605 813-635-8400 Phone Raleigh Thomas, Jr. Raleigh.Thomas@tampagov.net		\$1,300,000.00	Apr-15	Present
Sanitary Sewer & Manholes Rehabilitation	City of Clearwater 727-224-7062 Phone Rose Lara RoseLara@myclearwater.com		360,000.00	Apr-15	Present

Project History

Simmons Rd. Storm Drain Repairs	Nassau County 96161 Nassau Place Yulee, Florida 32097 904-491-7334 Phone 904-321-5926 Fax David Hearn Dhearn@nassaucountyfl.com		250,000.00	Apr-15	Apr-15
Covered Bridge Sewer Lining Project	Palm Beach County 8100 Forest Hill Blvd. West Palm Beach, Florida 33416 561-493-6138 Phone Vgutierrez@pbwater.com		325,913.00	May-15	Jun-15
Seven Springs Blvd. & Humbolt Ave. I & I Repairs	Florida Governmental Utility Authority 280 Wekiva Springs, Suite 200 Longwood, Florida 32779 407-629-6900x101 Phone Chris Couch Ccouch@govmserv.com		99,290.00	Apr-15	Apr-15
Belle Glade Sewer Infiltration & Inflow Improvements 2014 Project	Palm Beach County 8100 Forest Hill Blvd. West Palm Beach, Florida 33416 561-493-6087 Phone Duane Palumbo Dpalumbo@pbwater.com		1,794,613.00	Aug-14	Aug-15
C.I.P.P. Lining and Repairs	Lake City Utilities 205 N. Marion Avenue Lake City, Florida 32055 386-758-5456 Phone 386-623-0595 Fax Keith Hampton Hamptonk@lcfia.com		79,062.50	May-14	May-14
Lift Station 17 Rehabilitation	City of Boca Raton 1401 Glades Road Boca Raton, Florida 33431 561-338-7315 Phone Ken Goatley Kgoatley@ci.boca-raton.fl.us		1,129,593.00	May-15	16-May
Lift Station C-05 & Forcemain Replacement	Brevard County BOCC 2725 Judge Fran Jamieson Way Viera, Florida 32940 321-633-2089 Phone Owen Callard owen.callard@brevardcounty.us		872,000.00	Jul-15	15-Dec
Lift Station M-6 Replacement	Brevard County BOCC 2725 Judge Fran Jamieson Way Viera, Florida 32940 321-633-2089 Phone Owen Callard owen.callard@brevardcounty.us		439,495.00	Sep-15	15-Nov
Rehabilitation of Monica, Davis Rd., & Professional Plaza Pump Stations	Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461 John Rouse jrouse@vpsfl.org	Eckler Engineering Diego Herrera 954-510-4700 Phone Dherrera@ecklerengineering.com	568,102.00	Jan-15	Jun-15
Emergency CIPP Repair Johnson Street	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfia.com		79,062.50	May-14	Jun-14
CIPP Lining Shands Lake Shore Hospital	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfia.com		49,535.00	Jun-14	Jun-14
CIPP Lining 24" Storm Sewer	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfia.com		23,450.00	Jul-14	Jul-14

Project History

CIPP Lining 36" Storm Sewer	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfla.com		74,256.00	Aug-14	Aug-14
Leon Street Emergency 8" and 10" CIPP Lining	Lake City Utilities 205 N. Marion Ave. Lake City, Florida 32055 386-758-5456 Phone Keith Hampton Hamptonk@lcfla.com		114,214.50	Aug-14	Aug-14
18" Storm Sewer Connection to Intra-coastal CIPP Lining	Town of Manalapan 600 South Ocean Blvd. Manalapan, Florida 33462 561-309-8838 Phone Roy Fallon		20,250.00	Aug-14	Aug-14
CIPP Lining 12" Sanitary Sewer	City of Delray Beach 100 NW 1st Ave. Delray Beach, Florida 33444 561-243-7309 Phone Scott Solomon Solomon@citydelray-beach.fl.us		18,110.00	Aug-14	Aug-14
FGUA Mad Hatter Linda Lakes Collection System I & I Repair	Florida Governmental Utility Authority 280 Wekiva Springs, Suite 200 Longwood, Florida 32779 407-629-6900x101 Phone Chris Couch Ccouch@govmserv.com		68,700.00	Sep-14	Oct-14
C-16 Rehabilitation	Brevard County BOCC 2725 Judge Fran Jamieson Way Viera, Florida 32940 321-617-7390 Phone 321-617-7391 Fax John McLester Jonathan.McLester@brevardcounty.us	Infrastructure Solution Services Thomas Vill, P.E.	207,800.00	16-Jul	16-Nov



Hinterland Group Inc.
992 W 15th St
Riviera Beach, FL 33404

July 17, 2017

PAGE 1

For questions or comments please contact us at (561) 640-3503

REFERENCE LIST

Owner	Project Title	Date	Contact Information	Contract Amount	Cleaned, Televised and Lined Linear Footage	Diameters
City of Fort Lauderdale Utility Department	Emergency Pumping and Tankering Services	June, 2017 - July, 2017	Contact: Steve Roberts Phone: 954-828-7809 Email: srobertsjr@fortlauderdale.gov	\$692,850.00	N/A	Various
Solid Waste Authority	Drain Cleaning Services	June, 2017 - CURRENT (2020) (ONGOING Contract Since 2014)	Contact: Mona McBride Phone: 561-640-8937 Email: nmcbride@swa.org	\$750,000.00	N/A	Various
City of Palm Beach Gardens	Stormwater Infrastructure Maintenance & Repair	April, 2016 - CURRENT (2021) (ONGOING Contract Since 2016)	Contact: Daniel Widdick Phone: 561-282-8552 Email: dwiddick@pbgrf.com	\$1,100,500.00	5,000 +/-	Various
Palm Beach County Water Utility Department	Wastewater Gravity Line and Manhole Rehab Annual Contract	April, 2014 - CURRENT (Annual Contract)	Contact: Conrad Thurbenny Phone: 561-493-6154 Email: Cthurbenny@pbwater.com	\$2,331,350.00	20,000	6" to 12"
City of Clearwater	Sanitary Sewer Rehab - Section A CIPP - Annual Contract	February, 2015 - CURRENT (Annual Contract)	Contact: Rose Lara Phone: 727-224-7062 Email: Rose.Lara@myClearwater.com	\$720,000.00	12,000	8" to 24"
City of Tampa	Wastewater Gravity Sewer Rehab by CIPP - Annual Contract	April 2015 - CURRENT (Annual Contract)	Contact: Raleigh "Lee" Thomas, Jr Phone: 813-635-3400 Email: Raleigh.Thomas@tampagov.net	\$1,048,495.00	26,000	8" to 24"
City of West Palm Beach	Master of Contract for Sanitary Sewer and Stormwater Piping CIPP	September 2015 - CURRENT (Annual Contract)	Contact: Daniel Roberge Phone: 561-494-1053 Email: Droberge@wpb.org	\$696,258.00	6,000	8" to 36"
City of Miramar	I&I Program	February, 2015 - CURRENT (Emergency ONGOING Contract)	Contact: Marcelin Denis Phone: 954-883-6802 Email: MPDenis@miramarfl.gov	\$39,810.00	2,000	8"
Village of Golf	I&I Program	September, 2014 - CURRENT (ONGOING Contract)	Contact: John Lisle Phone: 561-732-4710 Email: jlisle@villageofgolf.com	\$56,836.00	2,500	8" to 24"
City of Delray	CIPP Lining	August, 2014 - CURRENT (ONGOING Contract)	Contact: Scott Solomon Phone: 561-243-7309 Email: Solomon@ci.delray-beach.fl.us	\$18,110.00	500	12"
Palm Beach County Water Utilities Department	Belle Glade Infrastructure Repairs	December 2012 - May, 2013	Contact: Jackie Michels Phone: 561-493-6154 Email: jmichels@pbwater.com	\$1,794,613.00	20,000	8" & 10"
Palm Beach County Water Utility Department	Belle Glade Sewer Infiltration and Inflow Improvements	January 2015 - August, 2015	Contact: Duane Palumbo Phone: 561-493-6087 Email: Dpalumbo@pbwater.com	\$1,877,979.00	20,000	8" to 12"

Hinterland Group Inc.
992 W 15th St
Riviera Beach, FL 33404

For questions or comments please contact us at (561) 640-3503



REFERENCE LIST

Owner	Project Title	Completion Date	Contact Information	Cleaned Televised and Lined Linear Footage	Diameters
Seminole County	Aloma Bend and Lake Monroe Sewer Repairs	December, 2015	Contact: Jeff Lane Phone: 407-665-2885 Email: jlane@seminolecountyfl.org	1,000	8"
Seminole County	Apple Valley Sewer Repairs	December, 2016	Contact: Jeff Lane Phone: 407-665-2885 Email: jlane@seminolecountyfl.org	5,500	8"
Town of Palm Beach	E-3 Forcemain Rehabilitation	May 2014 - November, 2014	Contact: Doug Terry Phone: 561-838-5440 Email: Dterry@townofpalmbeach.com	6,000	12" Force main
City of Bartow	Emergency Lining	November, 2015	Contact: Russell Martin Phone: 863-534-0100 Email: Rmartin@cityofbartow.net	1,000	8" to 18"
Town of Mangonia Park	I&I Program	December 2015 - December, 2016	Contact: David Frootsham Phone: 561-681-5269 Email: Dfrootsham@ggasolutions.com	13,000	8"
Town of Manalapan	CIPP Storm to Intercoastal	August, 2014	Contact: Craig Shugar Phone: 561-586-3699 Email: Cshugar@manalapan.org	500	18"
Brevard County	Emergency Lining	April, 2016	Contact: Andy Sapp Phone: 321-455-1338 Email: Andy.Sapp@brevardcounty.us	1,000	8" to 12"



St. Johns County Board of County Commissioners

Purchasing Division

August 23, 2017

ADDENDUM #2

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 17-74, Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. If the manhole is surcharged will SJCUD clean and jet the lines to get the flow down?

Answer: Yes, SJCUD staff will clean and jet the lines and/or pump down any lift stations where manholes are surcharged. Please note that

2. Will an item number be added for grouting/leak mitigation?

Answer: Yes, see the revised Bid Form and Unit Price Sheet attached.

3. Is bypass pumping a necessity, since the inverts are being lined?

Answer: Temporary bypass pumping is expected to be minimal, but may be required for bench repairs.

4. How many manholes are connected to lift stations?

Answer: There are 3 manholes that are immediately upstream of a lift station, 4 manholes that have a force main connection, and 3 manholes that are currently surcharged. See table below.

MH #	WO #	Description
8	102197	Upstream of lift station and surcharged
12	102162	Force main discharges to MH

19	102205	Surcharged
20	102189	Surcharged
26	102157	Force main discharges to MH
31	102146	Upstream of lift station
34	102165	Upstream of lift station
37	102164	Force main discharges to MH
48	102159	Force main discharges to MH

Clarifications/Changes

1. Please note that MH# 9 (WO# 102152) on the summary table is removed for this bid and the unit price sheet has been adjusted.
2. Manhole covers and rings that are not SJCUD's standard size per Detail S-1 in the SJCUD Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Latest Edition shall most closely match SJCUD's manhole cover detail. A special casting is NOT required for each size. However, the covers shall be labeled "SANITARY SEWER", have pickholes and a dovetailed "O" ring seal per SJCUD requirements.

Attachments:

Unit Price Bid Sheet Rev 20170823
Exhibit A – Manhole Condition Assessment Summary Rev 20170823

THE BID DUE DATE REMAINS August 30, 2017 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

August 8, 2017

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 17-74, Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Clarification:

The **Mandatory** Pre-Bid Conference is **Tuesday, August 15, 2017** at 9:30 AM at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL 32084 with a Non-Mandatory site visit immediately following.

THE BID DUE DATE REMAINS August 30, 2017 AT 2:00 P.M.

Acknowledgment

Sincerely,

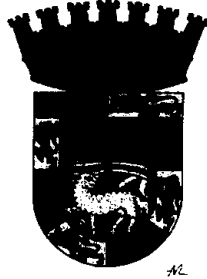
Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



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

BID NO: 17-74

**PONTE VEDRA SANITARY SEWER MANHOLE
REHABILITATION – GROUP 1**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904.209.0150**

FINAL: 07/28/17

Bid No: 17-74; Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Unit Price Bid Form

Attachments:

“A” – St Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors/Suppliers

“E” – Conflict of Interest Disclosure Form

“F” – Certificate of Compliance with Florida Trench Safety Act

“G” – Proof of Insurance

“H” – Experience of Bidder

Bid Bond

PROJECT SPECIFICATIONS/DRAWINGS/TECHNICAL DOCUMENTS

SEALED BID MAILING LABEL

END OF TABLE OF CONTENTS

BID NO: 17-74

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, August 30, 2017 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 17-74; Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

Scope of Work:

This project consists of furnishing all labor, materials and equipment necessary to rehabilitate fifty (50) sanitary sewers manholes per the Condition Assessment Summary provided as Exhibit "A" in Section 02768 Manhole Coatings and Lining. The manhole locations and photos can be viewed on SJCUD's GIS webpage:

<http://sjcutilities.maps.arcgis.com/apps/webappviewer/index.html?id=8c3522b00706411c9ee0c027c1ee1e6b>

The work shall include manhole rehabilitation services for sanitary sewer manholes. Manhole rehabilitation shall include, but not be limited to, bench repair, cast iron frame and/or cover replacement, adjustment of manhole frame and cover height (adjustment rings), cleaning, surface preparation, liner application and all associated restoration. The interior protective coating system shall include all the necessary materials, equipment and tools as required for a completed installation. The completed system shall provide a waterproof, corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide and other corrosive gases/acids produced by wastewater and to prevent infiltration.

Minimum Qualifications

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified Underground Utility Contractor and/or Certified General Contractor in the State of Florida, and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein.

Pre-Bid Conference

There will be a **Mandatory** Pre-Bid Conference on Wednesday, August 15, 2017 at 9:30 AM at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL 32084 with a Non-Mandatory site visit immediately following. Attendance is required at the Pre-Bid Conference in order to be eligible to submit a bid for this project. Failure to sign in at either the Pre-Bid Conference shall result in a bidder being deemed non-responsive, and removal from consideration for award. **Please do not park in designated customer service parking spots.**

Bid Documents, Project Specifications and Drawings

Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document #17-74. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, **in writing**, from the St. Johns County Purchasing Department Point of Contact, Leigh Daniels, CPPB, via email: ldaniels@sjcfl.us or fax:(904) 209-0155.

Point of Contact

Any and all questions related to this project shall be directed, **in writing**, to Leigh Daniels, CPPB, Procurement Supervisor, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. **Questions**

must be submitted, *in writing*, no later than four o'clock (4:00PM) on Monday, August 21, 2017, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

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
HUNTER S. CONRAD, CLERK
BY: _____

Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 17-74; Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

SUBSTITUTIONS

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

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

PRE-BID CONFERENCE

There will be a **Mandatory** Pre-Bid Conference on **Wednesday, August 15, 2017 at 9:30 AM** at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine FL 32084 with a Non-Mandatory site visit immediately following. Attendance is required at the Pre-Bid Conference in order to be eligible to submit a bid for this project. Failure to sign in at either the Pre-Bid Conference shall result in a bidder being deemed non-responsive, and removal from consideration for award.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Leigh Daniels, CPPB, Procurement Supervisor, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Daniels, *in writing*, via email at ldaniels@sjcfl.us or fax to (904) 209-0155. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above. Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to Leigh Daniels, CPPB, Procurement Supervisor, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. Questions must be submitted, in writing, no later than four o'clock (4:00PM) on Monday, August 21, 2017, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

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

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

BID SUBMITTAL REQUIREMENTS

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

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 17-74; Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1"

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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

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

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

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

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

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

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

BID SECURITY

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

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

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

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

BID BOND INSTRUCTIONS

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

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

BID POSTPONEMENT/CANCELLATION

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

MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

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

COSTS INCURRED BY BIDDERS

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

CONSIDERATION OF BIDS

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

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

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

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

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

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

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

MINIMUM QUALIFICATION OF CONTRACTORS

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified Underground Utility Contractor or Certified General Contractor in the State of Florida, and provide proof of licensure

with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein. Each Bidder must submit Attachment "H" Experience of Bidder Form.

Proof of qualifications shall be provided by completing and submitting Attachment "C" – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

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

SUB-CONTRACTORS

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

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

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

PUBLIC CONSTRUCTION BOND

The Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

SURETY BOND

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

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds

The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed

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

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this 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 benefits acts.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

CONTRACT TIME – LIQUIDATED DAMAGES

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

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the

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

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **One Hundred Twenty (120)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

Conditions under which Liquidated Damages are Imposed:

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

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$763 Over
\$50,000 but less than \$250,000.....	\$958
\$250,000 but less than \$500,000.....	\$1,099
\$500,000 but less than \$2,500,000.....	\$1,584
\$2,500,000 but less than \$5,000,000.....	\$2,811
\$5,000,000 but less than \$10,000,000.....	\$3,645
\$10,000,000 but less than \$15,000,000.....	\$4,217
\$15,000,000 but less than \$20,000,000.....	\$4,698
\$20,000,000 and over.....	\$6,323 plus 0.00005 of any amount over \$20 million

(Round to nearest whole dollar)

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 the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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 for all of its per Florida Statute 440.02.

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

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

TAXES

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

FLORIDA TRENCH SAFETY ACT

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

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 17-74

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: PONTE VEDRA SANITARY SEWER MANHOLE REHABILITATION – GROUP 1

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 17-74, Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

FOR: Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1 as per plans and specifications.

TOTAL BID PRICE:

\$ _____
Total Bid Price Proposal (Numerical)

_____/100 Dollars
(Amount written or typed in words)

Bid No: 17-74**Unit Price Bid Sheet**

Item #	Description	Quantity	Unit	Unit Price	Amount
A.	Bond	1	LS	\$	\$
B.	Mobilization/Demobilization	1	LS	\$	\$
C.	Maintenance of Traffic	1	LS	\$	\$
D.	Bypass Pumping	1	LS	\$	\$
E.	Bench Repair	9	EA	\$	\$
F.	Manhole Frame			\$	\$
a.	22"	22	EA	\$	\$
b.	24"	3	EA	\$	\$
c.	30"	13	EA	\$	\$
d.	32"	2	EA	\$	\$
e.	36"	4	EA	\$	\$
G.	Manhole Cover			\$	\$
a.	22"	16	EA	\$	\$
b.	24"	1	EA	\$	\$
c.	30"	13	EA	\$	\$
d.	32"	1	EA	\$	\$
e.	36"	0	EA	\$	\$
H.	Adjust Manhole Ring & Cover (0-12")	6	EA	\$	\$
I.	Clean (Only) Manhole	698	SF	\$	\$
J.	Cleaning, Surface Prep & Manhole Liner	4468	SF	\$	\$
K.	Asphalt Pavement Repair	112	SY	\$	\$
L.	Concrete Driveway/Sidewalk Repair	45	SY	\$	\$
M.	Sod	556	SY	\$	\$

Total Unit Price Bid**\$**

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

Bid No: 17-74

The Project will have one (1) substantial completion as described in the Project Specifications. Construction shall be substantially complete within one-hundred twenty (120) consecutive calendar days from the date of the Notice to Proceed from Owner.

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

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

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

BID NO: 17-74

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

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

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Unit Price Bid Form and Unit Price List
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" - Certificate of Compliance with Florida Trench Safety Act
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Experience of Bidder Form
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form and Unit Price, Attachments "A", "B", "C", "D", "E", "F", "G", "H" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO.: 17-74

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 17-74; Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1, 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)

Sworn and subscribed to me this _____ day
of _____, 20____.

By: _____

Notary Public:

(Title)

Signature

Printed

My commission Expires: _____

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

BID NO.: 17-74

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of 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 to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

BID NO.: 17-74

**ATTACHMENT "C"
LICENSE / CERTIFICATION LIST**

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

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

License Name	License #	Issuing Agency	Expiration Date

BID NO.: 17-74

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIER LIST

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

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address

BID NO.: 17-74

ATTACHMENT "E"

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project (BID) Number/Description: Bid No 17-74: Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: _____

Authorized Representative(s) : _____
Signature Print Name/Title

Signature Print Name/Title

BID NO.: 17-74

ATTACHMENT "F"

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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

By: _____

Bidder

Date

Authorized Signature

BID NO.: 17-74

ATTACHMENT "G"
CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

BID NO.: 17-74

ATTACHMENT "H"

EXPERIENCE OF BIDDER

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

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

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

By: _____
Bidder Date

Authorized Signature

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

Do you have any similar work in progress at this time? _____ Yes _____ No

Length of time in business: _____ Years

Is your company currently involved in any active litigation? _____ If Yes, explain:

Has your company ever been sued? _____ If Yes, explain and/or submit court decision or judgment, as applicable:

BID NO.: 17-74

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

K N O W A L L M E N B Y T H E S E P R E S E N T S , t h a t
as Principal, and _____ as Surety, are held and firmly bound
unto St. Johns County, Florida, in the penal sum of _____ Dollars (\$
) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the
accompanying Bid, dated _____, 20__.

For
Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1
St. Johns County, Florida

NOW THEREFORE,

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

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

BID NO.: 17-74

WITNESSES:

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

WITNESSES:

OF AUTHORIZED

PRINCIPAL:

NAME OF FIRM:

SIGNATURE

OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

CORPORATE SURETY

SURETY:

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE


NAME OF LOCAL INSURANCE AGENCY

SEALED BID MAILING LABEL

**BID NO: 17-74
PONTE VEDRA SANITARY SEWER MANHOLE REHABILITATION –
GROUP 1**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 17-74
BID TITLE:	Ponte Vedra Sanitary Sewer Manhole Rehabilitation – Group 1
DUE DATE/TIME:	By 2:00PM – August 30, 2017
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Leigh Daniels 500 San Sebastian View St. Augustine FL 32084



SPECIFICATIONS

**Ponte Vedra Sanitary Sewer Manhole Rehabilitation
Group 1**

**SJCUD Bid No.
TABLE OF CONTENTS**

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01025	Measurement and Payment
01060	Regulatory Requirements
01300	Submittals
01400	Quality Control
01500	Construction Facilities
01740	Warranties

DIVISION 2 - SITE WORK

02768	Manhole Rehabilitation
-------	------------------------

DIVISION 3 - CONCRETE WORK

Not Applicable

DIVISION 4 - MASONRY

Not Applicable

DIVISION 5 - METALS

Not Applicable

DIVISION 6 - WOOD AND PLASTICS

Not Applicable

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

Not Applicable

DIVISION 8 - DOORS AND WINDOWS

Not Applicable

DIVISION 9 – FINISHES

Not Applicable

DIVISION 10 – SPECIALTIES

Not Applicable

DIVISION 11 – EQUIPMENT

Not Applicable

DIVISION 12 – SPECIAL CONSTRUCTION

Not Applicable

DIVISION 13 – SPECIAL CONSTRUCTION

Not Applicable

DIVISION 14 – CONVEYING SYSTEMS

Not Applicable

DIVISION 15 – MECHANICAL

Not Applicable

DIVISION 16 – ELECTRICAL

Not Applicable

SECTION 01010

SUMMARY OF WORK

PART I – GENERAL

- 1.1 LOCATION OF WORK: The project sites will be at the various locations in Ponte Vedra Beach, Florida.
- 1.2 DESCRIPTION OF WORK: This project consists of furnishing all labor, materials and equipment necessary to rehabilitate sanitary sewers manholes per the Condition Assessment Summary provided as Attachment A in Section 02768 Manhole Coatings and Lining. The manhole locations and photos can be viewed on SJCUD's GIS webpage:
- <http://sjcutilities.maps.arcgis.com/apps/webappviewer/index.html?id=8c3522b00706411c9ec0c027c1ee1e6b>
- 1.3 CONTRACTOR'S DUTIES: Except as specifically noted, the Contractor shall provide and pay for the following:
- A. All labor, materials and equipment.
 - B. Tools, construction equipment and machinery.
 - C. Other services and facilities necessary for the proper execution of the work including incidental items not detailed or called for, but which are required for the proper completion of the project.
 - D. All legally required sales, consumer and use taxes.
 - E. All applicable permits, government fees and licenses.
 - F. Contractor shall be responsible for calling in his own locates and if any damage occurs to other utilities they will be repaired at Contractor's expense.
 - G. Contractor shall be responsible for furnishing and erecting erosion control and maintenance of traffic devices for each project.
 - H. All required density, locate wire and pressure testing prior to placing in service.
 - I. Contractor will need to get a hydrant meter for every project prior to using any water and must be returned at the end of the project (Contractor not responsible for usage on SJCUD projects).
 - J. Restoration including but not limited to damage to existing utilities, sink holes, pavement damage, sidewalk damage, sod damage, tree damage, fence damage. The Contractor will be required to restore the area to its pre-existing condition

upon completion. All restoration shall meet St Johns County Public Works and/or FDOT Design Standards and Specifications, whichever is more stringent.

- K. All installations shall be conducted in compliance with materials manufacturer's requirements.
- L. Survey services for construction layout and record drawings.
- M. Preparation of record drawings compliant with SJCUD As-Built Standards.

1.4 CONTRACTOR SHALL ALSO BE REQUIRED TO PERFORM THE FOLLOWING:

- A. Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work. All work shall be in compliance with all safety rules, regulations, and laws.
- B. Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractor's responsibility to make certain drawings and specifications comply with codes and regulations.
- C. Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
- D. Comply with all provisions of the easements and right-of-way permits. All work shall be restricted to SJCUD easements and/or properly permitted public right-of-way. Any other arrangements to use private property to store equipment, new materials or supplies shall be the Contractor's responsibility to secure unless otherwise provided for by Owner.

1.5 WORK SEQUENCE:

- A. Coordinate with Owner.
- B. Contractors construction schedule will be subject to approval by the Engineer and be updated on a monthly basis.
- C. Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be preapproved by Owner.

1.6 CONTRACTORS USE OF PREMISES:

- A. Do not unreasonably encumber sites with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of products stored on premises.

C. Move any stored products interfering with operation of Owner.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for determining Work completed under unit price contract.

1.2 GENERAL REQUIREMENTS

- A. Unit prices shall include the providing of all costs required for the complete construction of the specified unit of work including cost of installation labor, including social security, insurance, and other required fringe benefits, workman's compensation insurance; rental or purchase of equipment and machinery; taxes; testing; surveys; temporary storage site and other incidental expenses; and supervision.
- B. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- C. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.
 - 1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
 - 2. Unit prices in the Agreement (or the most recent Change Order adjust said unit prices) shall remain in effect until date of final completion of the entire Work.
- D. Unit Price Abbreviations:
 - 1. Lineal Feet - LF
 - 2. Each - EA
 - 3. Square Yards - SY
 - 4. Lump Sum - LS
 - 5. Square Feet - SF
 - 6. Acre - AC

7. Cubic Yard - CY
8. Tons - TN
9. Gallons - GA
10. Pounds - LB
11. Miles - MI

PART 2 – PRODUCTS (Not Applicable).

PART 3 – EXECUTION

3.1 MEASUREMENT

- A. Manholes: Measure vertical feet along from the top of the manhole cast iron frame to the bottom of the lowest invert. Adjustment of manholes by rings shall not exceed 12-inches; over 12-inch adjustment of manholes shall be accomplished by replacing the cone section or adding riser sections.
- B. Traffic Control shall be based on the Florida Department Of Transportation (FDOT) Maintenance of Traffic Standard indices or as required by St. Johns County or FDOT to be utilized for each particular project.

3.2 PAYMENT

- A. Payment will be made at the respective contract unit prices for each item shown in the Unit Price Bid, installed and accepted, which price and payment shall constitute full compensation for performing all Work in connection therewith and incidental thereto.
 1. No separate payment will be made for the preparation of the final video log(s) of the completed project.
 2. Partial payment for each work order shall be made for initial cleaning at the Contract unit pricing.
 3. No partial payment will be made for manholes until the tests are approved by the Engineer. Generally, completion of the manhole lining system and testing shall constitute 75% completion.
 4. Prior to substantial completion being issued the manhole must be inspected and tested, video logs provided, and all services or drop pipes re- connected. This shall constitute 90 to 95% completion.

5. The rehabilitation shall be considered 100% complete and ready for final payment when the work for each of the above 2 items are complete along with the final video log(s). Payment shall be made based on the final quantities of each rehabilitation method installed and approved at the Contract unit pricing.

3.3 PROTECTION

- A. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Engineer.

END OF SECTION 01025

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 – GENERAL

- 1.1 RELATED DOCUMENTS: The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.
- 1.2 SPECIFIED CODES:
- A. The design of the work is based on the requirements of the latest edition of the Southern Standard Building Code, National Electric Code and National Fire Protection Association Requirements, whichever is most stringent.
 - B. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as the Florida DOT Specifications or DOT Spec.
 - C. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.
- 1.3 REFERENCE STANDARDS:
- A. Except as otherwise required by Paragraph 1.02 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.
 - B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.
- 1.4 PERMITS: Determination of necessity and/or application for and receipt of the following permits will be required of the Contractor, unless otherwise noted. The Contractor shall comply with all provisions of these permits. No work shall commence until all required permits are in hand.
- A. The Contractor shall secure any and all permits as required by SJRWMD for dewatering activities to occur at the job sites.
 - B. Owner shall obtain and the Contractor shall perform all work related activities in accordance with the requirements of the FDOT and/or St. Johns County Right-Of-Way (ROW) Utility Permits for this project where applicable.

- C. NPDES – Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity. Contact Florida Department of Environmental Protection (FDEP), Northeast District.
 - D. Owner shall obtain and the Contractor shall conform the work to the requirements of the FDEP potable water and/or wastewater collection/ transmission permit(s) and shall be responsible for installing and testing the main to achieve clearance under this permit.
- 1.5 EASEMENTS: Where, the St. Johns County Utility Department has entered into an agreement with the landowners to grant unobstructed right-of-way and easement rights, the terms and conditions of these easements shall be followed explicitly by the Contractor. Copies of these Agreements for Grant of Easement will be made available from the County and the Contractor shall familiarize himself with the terms and conditions and shall comply with all provisions during the construction.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for submittals including the following:
 - 1. Seller's Delivery schedule.
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
 - 5. Quality assurance submittals.

1.2 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.3 SUBMITTAL PROCEDURES

- A. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - 1. Allow 15 working days for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 - 3. Allow 15 working days for reprocessing each submittal.

4. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Buyer's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the supplier.
 - d. Name of the manufacturer.
 - e. Number and title of appropriate Specification Section.
 - f. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Seller to the Buyer using a transmittal form. The Buyer will not accept submittals received from sources other than the Seller without Seller's review and approval markings and the action taken.
- D. Provide required Product Code Certification with Shop Drawings. Submittals that do not have Product Code Certification included will be returned for resubmission.

1.4 SELLER'S DELIVERY SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, Seller's delivery schedule. Submit within 15 days after the date established for "Notice to Proceed."

1.5 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents.
1. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
 2. Standard information prepared without specific reference to the Project is not a

Shop Drawing.

- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- C. Submittals: Submit one reproducible and one blue- or black line print; the reproducible will be returned.

1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Product Data not so marked will be returned without review. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Submittals: Submit additional copies as required by the Buyer for distribution. The Engineer will retain one and will return the others marked with action taken and

corrections or modifications required.

- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.

1.7 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - 1. Mount or display Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Engineer's sample. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
 - 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - 3. Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices. The Architect will review and return preliminary submittals with the Architect's notation, indicating selection and other action.
 - 4. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

1.9 ENGINEER'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Seller's responsibility regardless of action indicated.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
- C. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Engineer will return the submittal marked "Action Not Required."
- D. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for quality control services and testing and inspection laboratory services.

1.2 GENERAL

- A. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
- B. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
- C. Requirements for the Contractor to provide quality control services required by the Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 CONTRACTOR RESPONSIBILITIES

- A. Provide inspections, tests and similar quality control services specified in individual Specification Sections as the Contractor's responsibility and as required by governing authorities; these services include those specified to be performed by an independent agency and not by the Contractor. Include costs for these services in the Contract Sum.
- B. Provide and pay for costs of retesting and other related costs when:
 - 1. Results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - 2. Construction is revised or replaced by the Contractor, where tests were required on original construction.
 - 3. Additional testing is needed or required by the Contractor.

4. Additional trips to the project are necessary by an agency when scheduled times for tests and inspections are cancelled and the agency is not notified sufficiently in advance of cancellation to avoid the trip.
- C. Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested.
1. Notify the agency sufficiently in advance of operations to permit assignment of personnel.
 2. Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.
 3. Take adequate quantities of representative samples of materials that require testing and assist the agency in taking samples.
 4. Provide facilities for storage and curing of test samples.
 5. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 6. Secure and protect samples and test equipment at the Project site.
- D. Coordinate the sequence of activities to accommodate required services with a minimum of delay and coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
- E. Schedule times for inspections, tests, taking samples and similar activities.

1.4 OWNER RESPONSIBILITIES

- A. Provide inspections, tests and similar quality control services specified, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity.
1. Costs for these services are not included in the Contract Sum.
 2. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform the services required.
 3. The Owner reserves the right to contract an independent agency to conduct testing on any portion of the work.

1.5 TESTING AGENCIES RESPONSIBILITIES

- A. Cooperate with the Engineer and Contractor in performance of their duties; provide qualified personnel to perform required inspections and tests.
- B. Notify the Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of their services.
- C. Agencies are not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
- D. Agencies shall not perform any duties of the Contractor.

1.6 SUBMITTALS

- A. Independent testing agencies shall submit 2 copies of certified written reports of each inspection, test or similar service to the Engineer and to the Contractor.
- B. Report Data: Written reports of each inspection, test or similar service shall include:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making the inspection or test.
 - 6. Designation of the Work and test method.
 - 7. Identification of product and Specification Section.
 - 8. Complete inspection or test data.
 - 9. Test results and an interpretation of test results.
 - 10. Ambient conditions at the time of sample-taking and testing.
 - 11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
 - 12. Name and signature of laboratory inspector.

13. Recommendations on retesting.

1.7 QUALIFICATION OF SERVICE AGENCIES

- A. Engage inspection and testing service agencies, including independent testing laboratories, which specialize in the types of inspections and tests to be performed.
- B. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.
- C. Inspection and testing agencies engaged by the Contractor shall be acceptable to Engineer and Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

- 1.1 DESCRIPTION: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Engineer.
- 1.2 TEMPORARY FACILITIES:
- A. Drinking Water: The Contractor shall provide water with dispensing utilities.
 - B. It shall be the Contractor's responsibility to provide temporary electrical power for construction purposes.
 - C. Toilet Facilities: The Contractor shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located on the project site at a point approved by the Owner. It shall be maintained daily by the supplying company and removed from the project site upon completion of the project.
- 1.3 SECURITY:
- A. General: The Contractor shall provide security, as necessary or required, to protect work and property at all times.
 - B. Rodents and Other Pests: The Contractor, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Contractor shall secure services of exterminator to control.
 - C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require use. Remove from site at least weekly.
 - D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.
 - E. Project Safety: The Contractor shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative on the site during all working hours, shall be trained in project safety and designated as Contractor's Director.

14 QUALITY ASSURANCE:

A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

1. Building Code Requirements
2. Health and Safety Regulations
3. Utility Company Regulations
4. Police, Fire Department and Rescue Squad Rules
5. Environmental Protection Regulations

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

- A. General provisions of Contract, including General and Supplementary Conditions.
- B. Warranties and certificates for specific products - Respective Specification Sections.

1.2 SECTION INCLUDES

- A. Administrative and procedural requirements for warranties, bonds, and certifications required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.3 WARRANTY REQUIREMENTS

- A. When correcting warranted Equipment, Materials and/or Services that has failed, remove and replace other Equipment, Materials and/or Services that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Equipment, Materials and/or Services.
- B. When Equipment, Materials and/or Services covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Upon determination that Equipment, Materials and/or Services covered by a warranty have failed, replace or rebuild the Equipment, Materials and/or Services to an acceptable condition complying with requirements of Contract Documents. The Seller is responsible for the cost of replacing or rebuilding defective Equipment, Materials and/or Services regardless of whether the Buyer has benefited from use of the Equipment, Materials and/or Services through a portion of its anticipated useful service life.
- D. Written warranties made to the Buyer are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Buyer can enforce such other duties, obligations, rights, or remedies.
- E. The Buyer reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract

Documents.

- F. The Buyer reserves the right to refuse to accept Equipment, Materials and/or Services for the Project where a special warranty, certification, or similar commitment is required on such Equipment, Materials and/or Services or part of the Equipment, Materials and/or Services, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 SUBMITTALS

- A. Submit written warranties to the Buyer before requesting inspection for Substantial Completion. If the Buyer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Equipment, Materials and/or Services, or a designated portion of the Equipment, Materials and/or Services, submit written warranties upon request of the Buyer.
- B. When a designated portion of the Equipment, Materials and/or Services is completed and occupied or used by the Buyer, by separate agreement with the Seller during the construction period, submit properly executed warranties to the Buyer within fifteen days of completion of that designated portion of the Equipment, Materials and/or Services.
- C. When a special warranty is required to be executed by the Seller, or the Seller and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Buyer for approval prior to final execution.
- D. Provide written certifications of compliance and other commitments and agreements for continuing services in a form which includes all pertinent information including:
 - 1. Quantities and dates of shipments.
 - 2. Attest that materials incorporated into the Equipment, Materials and/or Services comply with specified requirements. Certification shall not be construed as relieving the Seller from furnishing satisfactory materials, if the material is later found to not meet specified requirements.
 - 3. Signature of officer of company.
 - 4. Laboratory test reports submitted with certificates of compliance shall show dates of testing, specification requirements under which testing was performed, and results of tests.
- E. Refer to individual Sections of Divisions 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

F. Form of Submittal:

1. Compile 3 copies of each required warranty and bond properly executed by the Seller, or by the Seller, subcontractor, supplier, or manufacturer.
2. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
3. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 in. by 11 in. paper.
4. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
5. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Seller.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 02768

MANHOLE REHABILITATION

PART I – GENERAL

A. DESCRIPTION

The Owner is requesting bids for manhole rehabilitation services for sanitary sewer manholes. Manhole rehabilitation shall include, but not be limited to, bench repair, cast iron frame and/or cover replacement, adjustment of manhole frame and cover height (adjustment rings), cleaning, surface preparation, liner application and all associated restoration.

B. SCOPE OF WORK

The Work involves supplying all labor, materials and equipment for correcting deficiencies per the Manhole Condition Assessment Summary provided as Exhibit "A" at the end of this Section and installing a specialty coating or lining for the interior surfaces of manholes. The Contractor shall furnish, install, and test the structures coatings as specified herein. All references to Industry Standards (ASTM, ANSI, etc.) shall be the latest revision unless otherwise stated. Only those materials specified herein or included in the St. Johns County Utility Department (SJCUD) Approved Materials List shall be installed.

C. WORKMANSHIP

All work shall be proved to be in first class condition and constructed in accordance with SJCUD standards and these specifications. All defects disclosed by tests and inspection shall be remedied immediately by the Contractor at no expense to SJCUD.

D. LINER COVERAGE

The lining/coating shall cover all concrete surfaces within the manhole including the bench, walls, and adjustment ring area.

E. PROJECT SCHEDULE AND COOPERATION

The project schedule shall be established on the basis of working a normal work schedule including five days per week, single shift, eight hours per day. Unless approved otherwise by SJCUD, normal general items of work, such as CCTV inspections, liner installation, density testing and final inspections, shall be scheduled during the normal work schedule. Due to operational and manpower limitations, SJCUD will require the Contractor to perform work within the normal work schedule. The Contractor shall plan for operational and manpower limitations, including but not limited to, tie-in work (cut-in work or other tie-in work) and other phases of work which may impact the continued (non-interruptible) service to existing customers. The Contractor shall anticipate the cost impact of these system limitations and provide such work or services at no additional cost to SJCUD.

F. SHOP DRAWING SUBMITTALS

Actual catalog data brochures and descriptive literature will not be required for items of standard usage included in SJCUD's Manual of Water, Wastewater, and Reuse Design Standards and the Approved Materials List. Any specialty item not shown in this manual will require a complete shop drawing submittal. The Engineer may at any time require the Contractor to provide a complete detailed shop drawing submittal for any materials which, in the Engineer's opinion, may not be in compliance with the SJCUD Standards.

G. WARRANTY

The liner manufacturer shall warrant the liner against defects for at least ten (10) years after the date of acceptance by SJCUD. Defects are defined as cracking, delamination or leaking. The warranty shall require the manufacturer to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of SJCUD. The Contractor and/or manufacturer shall not make any exemption or exception to the above stated conditions or warranty.

All other materials and workmanship shall be free from defects and be warranted for a minimum of one (1) year from the acceptance of the SJCUD.

PART II – PRODUCTS

A. POLYURETHANE/MODIFIED POLYMER BARRIER

1. GENERAL

The work shall include the furnishing and installation of an interior protective coating system including all the necessary materials, equipment and tools as required for a completed installation. Coating shall be manufactured by CCI Spectrum, Inc., or SJCUD pre-approved equal. The completed system shall provide a waterproof, corrosion resistant liner to prevent any deterioration of concrete surfaces from hydrogen sulfide and other corrosive gases/acids produced by wastewater and to prevent infiltration. To ensure total unit responsibility, all materials and installation thereof shall be furnished by, and coordinated with, one supplier/manufacturer.

2. MATERIALS AND EQUIPMENT:

- a. The materials to be utilized in the lining of concrete structures shall be designed and manufactured to withstand the severe effects of hydrogen sulfide in a wastewater environment.
- b. Abrasive blasting equipment should be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Contaminant unit to capture spent abrasive materials shall be provided unless otherwise approved by the Engineer.
- c. Equipment for installation of lining materials shall be high quality grade as recommended by the manufacturer.
- d. The lining system to be utilized shall be a multi-component stress panel liner system as described below:

1) Liner:

Installation	Liner
a. Moisture Displacement Barrier	Primer
b. Moisture Barrier	Modified Polymer
c. Surfacer	Polyurethane/Polymeric Blend Foam
d. Final Corrosion Barrier	Modified Polymer

- 2) Primer shall be 100% solids.
- 3) Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

TYPICAL CHEMICAL ANALYSIS	
"A" Component	
Viscosity, 77°F, cps, ASTM D-11638	400
Physical State	Liquid
Color	Clear
Hygroscopicity	Reacts with Water
"B" Component	
Viscosity, 160°F, cps, ASTM D-11638	400
Physical State	Liquid
Color	Clear
Non-Volatile	Flamingo Pink
Reaction Profile (100 grams, 175°F Sample)	
Gel Time, seconds	1-2
Tack Free Time, seconds	15
Cure Time, seconds	30
Processing	
A System / B System, volume ratio	1.00/1.00
Typical Physical Properties	
Tensile Strength, PSI	>1500
Elongation, %	125
Tear Strength, PSI	350
Shore D Hardness	55
100% Modulus, PSI	>1500

- 4) Polyurethane/polymeric blend foam shall be 100% CFC/HCFC free, low viscosity, two component, fire resistant, rigid structural filler.

TYPICAL CHEMICAL ANALYSIS	
"A" Component	
Viscosity, 77°F, cps, ASTM D-11638	200
Physical State	Liquid
Color	Dark Brown
Hygroscopicity	Reacts with Water and evolves
"B" Component	
Viscosity, 160°F, cps, ASTM D-11638	1800
Physical State	Liquid
Color	Tan
Hydroscopicity	Absorbs water rapidly thus
Reaction Profile (100 grams, 77°F Sample)	
Gel Time, seconds	1-4
Tack Free Time, seconds	5-8
Cure Time, seconds	6-10
Processing	
A System / B System, volume ratio	1.00/1.00
Typical Physical Properties	
Density, nominal core, lb./ft ³	4 ½ - 5 ½
Compression Strength, ASTM D-1621 @ 74°F	105-110
Closed Cell Content, % ASTM D-1940 @ 74°F	Over 90
Shear Strength, PSI ASTM C-273 @ 74°F	225-250

- 5) Total thickness of multi-component stress panel liner shall be a minimum of 500 mils and shall sustain a 300 PSI pull test. Product shall be SPECTRASHIELD by CCI Spectrum, Inc. or SJCUD pre-approved equal.

B. EPOXY BARRIER

1. GENERAL

The work shall include furnishing and installation of an interior protective coating system including all necessary labor, materials, equipment and tools as required for a complete installation. The coating shall be solvent-free 100% solids, ultra-high build epoxy coating formulated with exceptionally high physical strengths and a broad range of chemical resistance and exhibit a superior bond to steel, fiberglass, dry or damp concrete and masonry. It should be capable of spray application on vertical and overhead surfaces. Coating shall be manufactured by Raven Lining Systems, or SJCUD pre-approved equal.

2. PROPERTIES

The lining system to be utilized shall be 100% solids, ultra-high build epoxy coating with the following minimum performance parameters:

Physical Properties		
Description	Method	Result
Tensile Strength	ASTM D 638	7,600 psi
Tensile Elongation	ASTM D 638	3.5%
Compressive Strength	ASTM D 695	18,000 psi
Flexural Strength	ASTM D 790	13,000 psi
Hardness, Shore D	ASTM D 2240	88
Taber Abrasion, CS-17 wheel	ASTM D 4060, 1 kg load/1,000 cycles	<112 mg loss
Adhesion, Concrete	ASTM D 7234	Substrate Failure
VOC's	Calculated	0.0 lbs/gal

3. MATERIALS

The Part A Resin: Part B Curing Agent mix ratio is 3:1 by volume. Total thickness of the liner shall be a minimum of 100 mils. Product shall be Raven 405 by Raven Lining Systems, or SJCUD pre-approved equal.

Composition - Raven 405 Part A		
Chemical Name	CAS number	Weight Concentration %
Epoxy Resin	25068-38-6	>70%
Fibrous Glass	65997-17-3	<30%
Amorphous Fumed Silica	67762-90-7	0 - 10%
Titanium Dioxide	13463-67-7	0 - 10%
Amorphous Silicon Dioxide	7631-86-9	0 - 10%

Composition - Raven 405 Part B		
Chemical Name	CAS number	Weight Concentration %
Alkylphenol	84852-15-3	10 - 30%
Aliphatic Amine	1477-55-0	10 - 30%
Isophoronediamine	2855-13-2	5 - 20%
Modified Aliphatic Amine		5 - 15%
Modified Polyglycol		5 - 15%
Amorphous Fumed Silica	67762-90-7	5 - 15%
Diethylenetriamine	111-40-0	5 - 15%
Mixed Cycloaliphatic Amines		1 - 5%
4,4'-Methylenebis(cyclohexanamine)	1761-71-3	1 - 5%
2,2-bis(4-Hydroxyphenyl) Propane	80-05-7	1 - 5%
Phenol	108-95-2	1 - 5%

PART III – EXECUTION

A. POLYURETHANE/MODIFIED POLYMER BARRIER

1. Surface Preparation

- 1.1 Abrasive blasting equipment shall remove all deteriorated concrete, hard contaminants, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. Final product shall be cleaned, exposed and virgin concrete aggregate ready for rehabilitation material. Abrasive blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Containment unit to capture spent abrasive material shall be provided unless otherwise approved by the Engineer.
- 1.2 After completion of surface preparation, blasting phase, perform the seven point checklist, which is the inspection for:
 - 3.2.1 Leaks
 - 3.2.2 Cracks
 - 3.2.3 Holes
 - 3.2.4 Exposed Rebar
 - 3.2.5 Ring and Cover Condition
 - 3.2.6 Invert Condition
 - 3.2.7 Inlet and Outlet Pipe Condition
- 1.3 After the defects in the structure have been identified, repair all leaks with grout designed for use in field sealing of ground water. Severe cracks shall be repaired using urethane based chemical sealant. Product to be utilized shall be as approved by the Engineer prior to installation. Repairs to exposed rebar, grout or Engineering approved alternate method. Correct all deficiencies meeting the current SJCUD Manual of Water, Wastewater, and Reuse Design Standards and Specifications based on the Manhole Condition Assessment Summary provided as Exhibit "A".
- 1.4 Prior to installation of final liner material, if required, re-blast the entire structure and remove all abrasive materials.

2. Material Installation

- 2.1 The limits of the corrosion protection system shall be all exposed concrete surfaces including walls, tap sections, risers, etc., unless otherwise approved by the Engineer.
- 2.2 Application of multi-component system shall be in strict accordance with the manufacturer's recommendations. Final installation shall be a minimum thickness of 500 mils. A permanent identification number and date of work performed shall be affixed to the structure in a readily visible location.
- 2.3 Provide final written report to Engineer detailing the location, date of report, and description of repair or original installation.

3. Inspection And Repairs

Final concrete structure corrosion protection system shall be completely free of pinholes or voids. Entire exposed concrete surface shall be protected with corrosion protection system. Liner thickness shall be the minimum thickness described above. All defects identified during inspection such as pinholes, low film millage, etc. shall be repaired with same material and to same thickness as required of original installation.

B. EPOXY BARRIER

1. Surface Preparation

- 1.1 Prior to coating, the substrate must be prepared in a manner that provides a uniform, clean, sound, neutralized surface suitable for the specified coating. The substrate must be free of all contaminants, such as oil, grease, rust, scale or deposits. In general, coating performance is proportional to the degree of surface preparation.
 - 1.1.1 Steel surfaces may require “Solvent Cleaning” (SSPC-SP 1) to remove oil, grease and other soluble contaminants. Chemical contaminants may be removed according to SSPC- SP 12/NACE No. 5. Identification of the contaminants along with their concentrations may be obtained from laboratory and field tests as described in SSPC-TU 4 “Field Methods for Retrieval and Analysis of Soluble Salts on Substrates”. Surfaces to be coated should then be prepared according to SSPC-SP 5/NACE No.1 “White Blast Cleaning” for immersion service or SSPC-SP 10/NACE No. 2 “Near White Blast Cleaning” for all other service. In certain situations, an alternate procedure may be to use high (>5,000 psi) or ultrahigh (>10,000 psi) pressure water cleaning or water cleaning with sand injection. The resulting anchor profile shall be 2.5-5.0 mils and be relative to the coating thickness specified.
 - 1.1.2 Concrete and Masonry surfaces must be sound and contaminant-free with a surface profile equivalent to a minimum CSP3 to CSP5 in accordance with ICRI Technical Guideline No. 310.2R-2013. This can generally be achieved by abrasive blasting, shot blasting, high pressure water cleaning, water jetting, or a combination of methods.
- 1.2 After completion of surface preparation, blasting phase, perform the following seven point checklist, which is the inspection for:
 - 1.2.1 Leaks
 - 1.2.2 Cracks
 - 1.2.3 Holes
 - 1.2.4 Exposed Rebar
 - 1.2.5 Ring and Cover Condition
 - 1.2.6 Invert Condition
 - 1.2.7 Inlet and Outlet Pipe Condition
- 1.3 After the defects in the structure have been identified, repair all leaks with a chemical or hydraulic sealant per the Manufacturer’s recommendation. Product to be utilized shall be as approved by the Engineer prior to installation. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing non-shrink grout or Manufacturer’s approved method. Correct all deficiencies meeting the current SJCUD Manual of Water, Wastewater, and Reuse Design Standards and Specifications based on the Manhole Condition Assessment Summary provided as Exhibit “A”.

2. Material Installation

- 2.1 The limits of the corrosion protection system shall be all exposed concrete surfaces including walls, tap sections, risers, etc., unless otherwise approved by the Engineer.
- 2.2 Product shall be spray applied using specialty application equipment designed specifically for the unique needs of ultra-high build 100% solids coatings.
 - 2.2.1 When applying the coating to a substrate that has small voids, pits or surface

abnormalities present (New concrete, Masonry, Steel) utilizing a resurfacing 10-20 mil application of the specified coating and then a back trowel method to fill and level the surface. Once the resurfacing application has been applied the application of the remaining amount of the specified minimum coating mil thickness can continue.

2.2.2 For substrates that have undergone mild surface deterioration (Rehab concrete, Masonry) utilizing a resurfacing application of 20%-25% of the specified coatings required minimum mil thickness and then a back trowel method to fill and level the surface. Once the resurfacing application has reached a tack-free state the application of the full amount of the specified minimum coating mil thickness can be applied.

2.2.3 For substrates that have undergone sever surface deterioration resurfacing/rebuilding the structure with polymer modified cement or cementitious products suggested by the Manufacturer.

2.3 Total thickness of the liner shall be a minimum of 100 mils.

3. Inspection And Repairs

Final concrete structure corrosion protection system shall be completely free of pinholes or voids. Entire exposed concrete surface shall be protected with corrosion protection system. Liner thickness shall be the minimum thickness described above. All defects identified during inspection such as pinholes, low film millage, etc. shall be repaired with same material and to same thickness as required of original installation.

C. RESTORATION

Upon completion of the manhole rehabilitation, the Contractor shall restore all disturbed areas to match the existing condition or better.

1. Asphalt Pavement Repair

Asphalt pavement repair shall match the existing site conditions or meet the current Design Standards of the St Johns County Public Works Department or FDOT, which is more stringent.

2. Concrete Driveway/Sidewalk Repair

Concrete driveway/sidewalk repair shall match the existing site conditions or meet the current Design Standards of the St Johns County Public Works Department or FDOT, which is more stringent.

3. Sod

All disturbed areas shall be sodded to match the existing type and finished grade at each site. Installation price shall include watering for up to a 3 month period or until sod is established.

END OF SECTION

Bid No: 17-74

EXHIBIT "A"

MANHOLE CONDITION ASSESSMENT SUMMARY