

RESOLUTION NO. 2017 - 82

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 17-18 AND TO EXECUTE AGREEMENTS FOR US 1 AND RAY ROAD TURN LANE.

RECITALS

WHEREAS, the County desires to enter into contract with Kirby Development to provide services for the US 1 and Ray Road Turn Lane for St. Johns County in accordance with Bid No. 17-18; and

WHEREAS, the scope of the services will be to provide the modification of Ray Road at US 1 intersection by adding right turn lane on Ray Road. Construction will commence at Ray Road approximately 75ft north of US 1 centerline and continues north about 635ft. The scope of this project is to furnish all labor, materials, and equipment necessary for the widening of Ray Road. Included in this project are drainage culvert construction, inlets and head walls, existing drainage pipe removal and replacement, striping removal and replacement, detectable warning construction, utility coordination, erosion control, sodding, television of pipes, and maintenance of traffic.; and

WHEREAS, through the County's formal Bid process, Kirby Development was selected as 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 finalized after negotiations but 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 No: 17-18 to Kirby Development and to execute a contract for the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements 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 No: 17-18.

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.

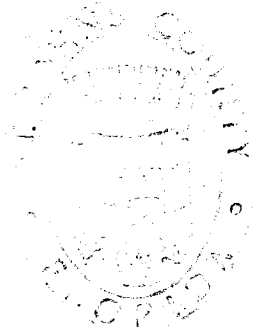
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of March, 2017.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
James K. Johns, Chair

ATTEST, Hunter S/ Conrad, Clerk
By: Pam Halterman
Deputy Clerk

RENDITION DATE 3/9/17





**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: Jay Brawley, P.E., County Engineer
FROM: Leigh Daniels, CPPB, Senior Buyer *LD*
SUBJECT: Transmittal of Bids Received for Bid No. 17-18, US 1 and Ray Road Turn Lane
DATE: February 1, 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 *[Signature]*

Date 2/3/17

Budget Amount \$390,339

Account Funding Title IMPACT FEE ZONE B

Funding Charge Code 1188-56310-4039-56301

Award to KIRBY DEVELOPMENT

Award Amount \$354,853.60

ST JOHNS COUNTY

FEB - 6 '17

PURCHASING

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE US 1 AND RAY ROAD TURN LANE

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

OPENED BY
TABLULATED BY
VERIFIED BY

LEIGH DANIELS
LEILA HARTLAND

BID NUMBER 17-18

OPENING DATE/TIME February 1, 2017 2:00 PM

FROM 02/01/17 3:00 PM **UNTIL** 02/06/17 3:00 PM

POSTING DATE/TIME 02/01/17 3:00 PM

02/06/17 3:00 PM

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

PAGE (S) 1 of 2

BIDDERS	BASE BID ALTERNATE # 1 WITH ROADWAY BASE MATERIAL: ASPHALT	BASE BID ALTERNATE # 2 WITH ROADWAY BASE MATERIAL: LIMEROCK	BID BOND	ADDENDUM # 1	ATTENDED MANDATORY PRE-BID MEETING		
G & H UNDERGROUND	\$390,219.47	\$370,502.47	YES	YES	YES		
KIRBY DEVELOPMENT	\$354,853.60	\$337,103.93	YES	YES	YES		
FLORIDA SAFETY CONTRACTORS	\$445,700.00	\$445,700.00	YES	YES	YES		
CGC INC	\$407,840.00	\$395,450.00	YES	YES	YES		
BESCH & SMITH CIVIL GROUP INC	\$355,391.94	\$344,356.11	YES	YES	YES		
VJUSINA CONTRACTING	\$434,725.00	\$425,563.88	YES	YES	YES		

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

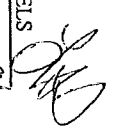
US 1 AND RAY ROAD TURN LANE

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID.

OPENED BY

LEIGH DANIELS

TABULATED BY

LEILA HARTLAND 

BID NUMBER

17-18

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

OPENING DATE/TIME

February 1, 2017 2:00 PM

FROM 02/01/17 UNTIL 02/06/17

POSTING DATE/TIME

02/01/17 3:00 PM

02/06/17 3:00 PM

PAGE (S) 2 of 2

BIDDERS	BASE BID ALTERNATE # 1 WITH ROADWAY BASE MATERIAL: ASPHALT	BASE BID ALTERNATE # 2 WITH ROADWAY BASE MATERIAL: LIMEROCK	BID BOND	ADDENDUM # 1	ATTENDED MANDATORY PRE-BID MEETING		
PETTICOAT SCHMITT	\$498,750.00	\$481,650.00	YES	YES	YES		

BID AWARD DATE - _____

Time of Substantial Completion must be complete by August 9, 2017.

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.: 1-25-2017 Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work by August 9, 2017. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Kirby Development, Inc (Seal)

By: Peter B. Kirby President
(Name & Title typed or printed)

By: Pete B. Kirby President
(Name & Title typed or printed)

Address: 108 Lee Road, Jacksonville, Florida 32225

Telephone No.: (904)821-5010

Fax No.: (904)821-5011

Email Address for Authorized Company Representative: pbk@kirbydevelopment.com

Federal I.D. Tax Number: 205877898 DUNS #: 80-830-3700

INDIVIDUAL

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

Address: _____

Telephone No.: () _____

Fax No.: _____

Email Address: _____

Federal I.D. Tax Number:

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - Certificate of Compliance with Florida Trench Safety Act
 - "E" - License/Certification List
 - "F" - Experience of Bidder
 - "G" - Conflict of Interest
 - "H" - Schedule of Values
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

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

Bid No.: 17-18

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 Peter B. Kirby who being duly sworn, deposes and says he is President (Title) of the firm of Kirby Development, Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 17-18, for US 1 and Ray Road Turn Lane, in St. Johns County, Florida.

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

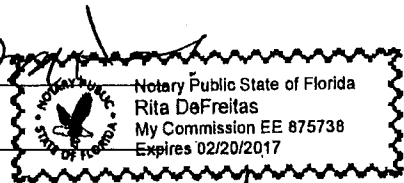
Kirby Development, Inc
(Bidder)

By: Peter B. Kirby Peter B. Kirby
President
(Title)

Sworn and subscribed to me this 26th day of January, 2017.

Notary Public:

Signature
Rita DeFrias
Printed



My commission Expires: 02/20/2017

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

ATTACHMENT C
CERTIFICATES AS TO CORPORATE PRINCIPAL

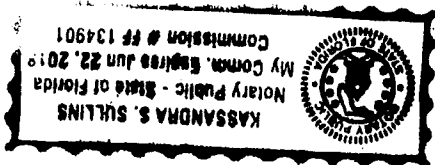
I, Lisa D. Kirby, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Peter B. Kirby who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said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

Lisa D Kirby
Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this 1st day of February, 2017, 2000, A.D.

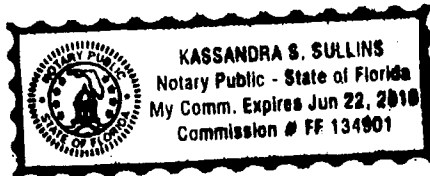


NOTARY PUBLIC
State of Florida-at-large

Kassandra Sullins

My Commission Expires: 06/22/2018

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



Bid No. ~~0037~~

Bid No.:17-18

ATTACHMENT "D"

CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

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

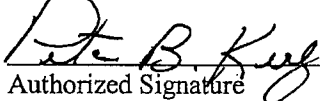
By: Peter B. Kirby

Kirby Development, Inc

Bidder

1-26-2017

Date


Authorized Signature

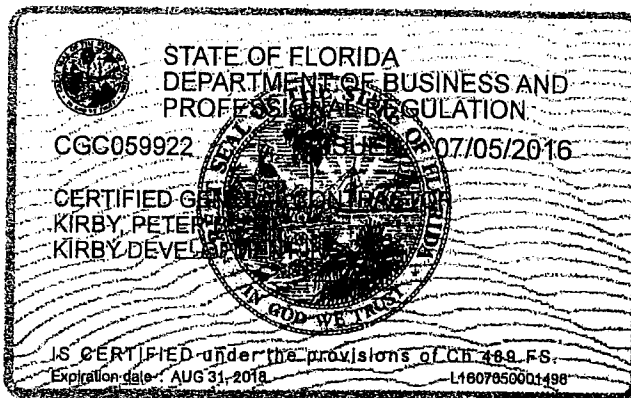


STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

KIRBY, PETER B
KIRBY DEVELOPMENT INC
108 LEE RD.
JACKSONVILLE FL 32225



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC059922

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

KIRBY, PETER B
KIRBY DEVELOPMENT INC
108 LEE RD.
JACKSONVILLE FL 32225



ISSUED: 07/05/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607050001498

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

EUC056973

The UNDERGROUND UTILITY & EXCAVATION
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

KIRBY, PETER B
KIRBY DEVELOPMENT INC
108 LEE RD.
JACKSONVILLE FL 32225



ISSUED: 07/05/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607050001995

ATTACHMENT "G"

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

Project (17-18) Number/Description: US 1 and Ray Road Turn Lane

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: Peter B. Kirby

Authorized Representative(s) : *Peter B. Kirby*
Signature

Peter B. Kirby / President
Print Name/Title

Signature

Print Name/Title

US 1 and Ray Road Turn Lane Schedule of Values Bid No. 17-18

Last Updated: December 16, 2016

Bid Item No.	FDOT Spec. Section No.	FDOT Spec. Section Description	Estimated Quantity	Units	Unit Price	Total Price
General Conditions						
1	101-1	Mobilization (includes survey, as-builts, testing, maintaining erosion control, site preparation, and removals, etc.)	1	LS	15,138.09	15,138.09
Maintenance of Traffic						
2	102-1	Maintenance of Traffic	1	LS	10,327.50	10,327.50
3	102-60	Work Zone Signs	960	ED	0.47	451.20
4	102-74-1	Channelizing Device - Types I, II, DI, VP, Drum OR LCD	689	ED	0.41	282.49
5	102-74-2	Channelizing Device - Type III, 6'	80	ED	1.01	80.80
6	102-99	Portable Changeable Message Sign, Temporary	88	ED	24.30	2,138.40
Erosion Control						
7	104-10-3	Sediment Barrier	907	LF	1.49	1,351.43
8	104-11	Floating Turbidity Barrier	45	LF	16.88	759.60
9	107-1	Litter Removal and Disposal	1.43	AC	918.75	1,313.81
10	107-2	Mowing	1.43	AC	695.33	994.32
Clearing and Grubbing						
11	110-1-1	Clearing and Grubbing	0.47	AC	7,425.00	3,489.75
Earthwork						
12	120-1	Regular Excavation	131	CY	15.48	2,027.88
13	120-6	Embankment	559	CY	17.00	9,503.00
Pavement						
14	160-4	Type B Stabilization	1,277.2	SY	11.21	14,317.41
15	285-706	Optional Base Group 6 - 8" Limerock	923.5	SY	17.92	16,549.12
16	285-706	Optional Base Group 6 - 5" Type B-12.5	923.5	SY	37.14	34,298.79
17	327-70-1	Milling Exist Asph Pavt, 1" Avg Depth	1724	SY	3.31	5,706.44
18	334-1-13	Type SP Structural Course, SP-12.5 (Traffic C) (1.5")	215.25	TN	148.80	32,029.20
19	334-1-13	Friction Course, SP-9.5 (Traffic C) (1")	143.5	TN	187.15	26,856.03
Drainage						
20	400-1-2	Concrete Class I, Endwalls	97.5	CY	1,910.23	18,624.74
21	425-1-582	Inlets, Dt Bot, Type H, >10'	2	EA	5,448.57	10,897.14
22	425-2-71	Manholes, J-7, <10'	2	EA	9,641.88	18,923.76

Bid Item No.	FDOT Spec. Section No.	FDOT Spec. Section Description	Estimated Quantity	Units	Unit Price	Total Price
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23	430-175-136	Pipe Culvert, Concrete, Round, 36" S/CD	53	LF	191.29	10,138.37
24	430-175-224	Pipe Culvert, Concrete, Ellip, 19" x 30" S/CD	181	LF	93.80	16,977.80
25	430-175-248	Pipe Culvert, Concrete, Ellip, 36" x 60" S/CD	470	LF	189.57	89,097.90
26	430-984-629	Mitered End Sect, Ellip, 19" x 30" SD	1	EA	3,488.34	3,488.34
27	430-984-641	Mitered End Sect, Ellip, 38" x 60" SD	1	EA	4,651.13	4,651.13
28	530-3-4	Rubble Riprap (12" Thick)	3.7	CY	217.54	804.90

Sidewalk						
29	522-2	Sidewalk Concrete, 6" Thick	202	SY	32.74	661.35
30	527-2	Detectable Warning	10	SF	36.59	365.90

Grassing						
31	570-1-2	Performance Turf, Sod	1414	SY	4.40	6,221.60

Signalization						
32	660-2-106	Loop Assembly, F&I, Type F	2	AS	810.00	1,620.00

Signing						
33	700-1-50	Single Post Sign, Relocate	4	EA	290.25	1,161.00
34	706-3	Retro-Reflective Pavement Markers	18	EA	4.05	72.90
		Bi-Directional White/Red	54	EA	4.05	218.70
		Bi-Directional Yellow				

Pavement Markings						
35	711-11-123	Thermoplastic, Standard, White, Solid, 12"	201	LF	5.40	1,085.40
36	711-11-125	Thermoplastic, Standard, White, Solid, 24"	203	LF	9.45	1,918.35
37	711-11-141	Thermoplastic, Standard, White, 2-4 Dotted Guideline, 6"	0.018	GM	3,712.78	66.83
38	711-11-170	Thermoplastic, Standard, White, Arrow	10	EA	128.25	1,282.50
39	711-11-224	Thermoplastic, Standard, Yellow, Solid, 18"	145.60	LF	7.43	1,084.78
40	711-16-101	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"	0.277	GM	7,485.72	2,073.54
41	711-16-201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	0.314	GM	7,485.76	2,250.33

Grand Total (Base Bid): \$ 371,402.72

BID NO.: 17-18

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated February 1, 2017.

For
US 1 and Ray Road Turn Lane
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this First day of February 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.

BID NO.: 17-18

WITNESSES:

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

WITNESSES:

L. Wai D Kirby
Secretary

PRINCIPAL:

Kirby Development, Inc.
NAME OF FIRM:

Pete B. Kuyf
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President
TITLE

108 Lee Road
BUSINESS ADDRESS

Jacksonville, FL
CITY STATE

WITNESS:

Kassandra S. Sullins
Kassandra S. Sullins
Annette Evans
Annette Evans

SURETY:

FCCI Insurance Company
CORPORATE SURETY

Benjamin K. Powell
ATTORNEY-IN-FACT (AFFIX SEAL)
Benjamin K. Powell, Attorney-in-Fact and Licensed Florida Resident Agent

6300 University Parkway
BUSINESS ADDRESS

Sarasota, FL
CITY STATE

Cecil W. Powell & Company
NAME OF LOCAL INSURANCE AGENCY

END OF SECTION



GENERAL POWER OF ATTORNEY

Know all men by these presents. That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert T Theus; Ben Powell; Susan W Jordan; Fitzhugh Powell Jr

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): **\$5,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011

Attest: Craig Johnson
Craig Johnson, President
FCCI Insurance Company

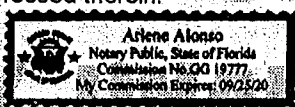


Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

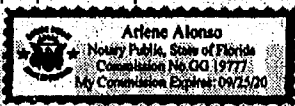


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15TH day of February, 2011

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary





St. Johns County Board of County Commissioners

Purchasing Division

January 25, 2017

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-18, US 1 and Ray Road Turn Lane

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. The bid form requires three prices. Please explain alternate 2? Is not alternate 2 the same as the base bid? Are the alternate total bid prices?

Answer: The County will accept bids for the base material to be either Asphalt or Limerock for this project. The Contractor shall submit a total lump sum price for both types of base material.

Please use the attached revised Official County Bid Form to submit your bid prices.

THE BID DUE DATE REMAINS February 1, 2017 AT 2:00 P.M.

Acknowledgment

Peter B. Kirby 2-1-17
Signature and Date

Sincerely,

Leigh A. Daniels, CPPB
Senior Buyer

Peter B. Kirby / President
Printed Name/Title

Kirby Development, Inc
Company Name (Print)

END OF ADDENDUM NO. 1

BID NO.: 17-18

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcfl.us



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

BID NO.: 17-18

US 1 and Ray Road Turn Lane

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

St. Johns County Purchasing Department

500 San Sebastian View

**St. Augustine, FL 32084
(904) 209-0150**

Final: 12/19/16

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Attachment B - List of Proposed Subcontractors

Attachment C - Certificate as to Corporate Principal

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Attachment G - Conflict of Interest

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Bid Bond

CONTRACT FORMS AND CONDITIONS

00500 - Standard Agreement Between Owner and Contractor (SAMPLE - For Reference Only)

00600 - Public Construction Bond

PROJECT SPECIFICATIONS

BID NO.: 17-18

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on February 1, 2017**, by Leigh Daniels, CPPB, Senior Buyer, St. Johns County Purchasing Department located at **500 San Sebastian View, St. Augustine, Florida 32084** (904) 209-0154 for **US 1 and Ray Road Turn Lane**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to sender unopened.

Scope of Work:

The project will cover the modification of Ray Road at US 1 intersection by adding right turn lane on Ray Road. Construction will commence at Ray Road approximately 75ft north of US 1 centerline and continues north about 635ft. The scope of this project is to furnish all labor, materials, and equipment necessary for the widening of Ray Road. Included in this project are drainage culvert construction, inlets and head walls, existing drainage pipe removal and replacement, striping removal and replacement, detectable warning construction, utility coordination, erosion control, sodding, television of pipes, and maintenance of traffic. FODT is proposing to install a traffic signal at Ray Road and US 1 intersection and St. Johns County will construct Ray Road turn lane. Contractor for St. Johns County should coordinate with FDOT contractor in case the construction runs concurrently.

There will be a **Mandatory** Pre-Bid Conference on **Tuesday, January 10, 2017 at 10:00 A.M.** at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine, FL 32084 in the Aviles Conference Room. **“Anyone arriving after the scheduled time will not be allowed admittance. Any company not in attendance and signed in at this meeting will not be allowed to submit a bid.”** The deadline for questions for this bid shall be **Monday, January 23, 2017 and 4:00 P.M.**

Minimum Qualifications:

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida and must have successfully constructed, as a prime contractor or subcontractor, at least three (3) projects of the type, size, and dollar value of the construction proposed for this project, and must have been in business as a contractor for at least five (5) years.

Additionally, the prime or sub-contractor performing the work in the following work classes shall be currently FDOT pre-qualified: 1) Flexible Paving and 2) Drainage.

Any and all questions related to this project shall be directed, ***in writing***, to Leigh Daniels, Senior Buyer, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. **Questions are due no later than 4:00PM on Monday, January 16, 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 Director or other designated County Representative.

Bid Documents, Project Specifications and Drawings may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 17-18. 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 St. Johns County Purchasing, via email to ldaniels@sjcfl.us or fax to (904) 209-0155.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an

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

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

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

SECTION 00100

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 17-18, US 1 and Ray Road Turn Lane

DEFINITIONS

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

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

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

Project Manager is an assignee of the Owner and is responsible for all field inspections (excluding code compliance) and assurance that the Contractor is conforming to the terms of the Contract.

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

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

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

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that:

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

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

BIDDING DOCUMENTS

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.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to Leigh Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. Questions are due no later than 4:00PM on **Monday, January 23, 2017**, so that any necessary addenda may be issued in a timely manner.

ADDENDA

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

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

FORM AND STYLE OF BIDS

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

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO.: 17-18 - SEALED BID FORUS 1 AND RAY ROAD TURN LANE". *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

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

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

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

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

BID SECURITY

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

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

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

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

BID BOND INSTRUCTIONS

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

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

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

Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

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

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

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

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

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

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.

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.

MODIFICATION OR WITHDRAWAL OF BID

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

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

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for

receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

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

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

CONSIDERATION OF BIDS

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

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

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

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

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

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

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

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

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida and must have successfully constructed, as a prime contractor or subcontractor, at least three (3) projects of the type, size, and dollar value of the construction proposed for this project, and must have been in business

as a contractor for at least five (5) years. Bidder's must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Additionally, the prime or sub-contractor performing the work in the following work classes shall be currently FDOT pre-qualified: 1) Flexible Paving and 2) Drainage.

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

LIST OF SUBCONTRACTORS - (Required 7 days after bid date, and only by the apparent low bidder)

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

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

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

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

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

PUBLIC CONSTRUCTION BOND

Required Bonds: The Bidder shall furnish the required bond, in the form provided herein, covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties.

SURETY BOND

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

Surety must be licensed to do business in Florida.

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

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

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

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

Time of Delivery and Form of Bonds: The 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 specified in the Bidding Documents, the bonds shall be written in the form of those bound in this Project Manual.

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

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

CONTRACT TIME - LIQUIDATED DAMAGES

The following will be made a part of the Contract:

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

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

"The work to be performed per under this Agreement shall be commenced within ten (10) days of the date of the Notice to Proceed or as designated by an authorized County Representative, in writing. Construction of the project shall be substantially complete by August 9, 2017 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	\$ 313.00
Over \$50,000 but less than \$250,000	\$ 580.00
\$250,000 or more but less than \$500,000	\$ 715.00
\$500,000 or more but less than \$2,500,000	\$1,423.00
\$2,500,000 but less than \$5,000,000	\$2,121.00
\$5,000,000 but less than \$10,000,000	\$3,057.00
\$10,000,000 but less than \$15,000,000	\$3,598.00
\$15,000,000 but less than \$20,000,000	\$4,544.00
\$20,000,000 and over	\$8,537.00
.....	0.00027 of any amount over \$20 Million

INSURANCE

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 (St. Johns County, FL) as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate.

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

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

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. St. Johns County Reserves the right to Owner Direct Purchase materials or equipment in accordance with County Purchasing Policy 302.21 or implement other means in order to achieve related sales tax cost savings.

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.: 17-18

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

PROJECT: US 1 and Ray Road Turn Lane

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

DATE SUBMITTED: _____

BID PROPOSAL OF

FULL LEGAL COMPANY NAME

Address

Telephone No.

Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for US 1 and Ray Road turn Lane in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Construction of US 1 and Ray Road Turn Lane as per plans and specifications.

\$ _____
Total Lump Sum Price (Numerical)

/100 Dollars

(Amount written or typed in words)

ADD ALTERNATE: # 1:

FOR: Alternate Bid for Roadway Base Material: Asphalt

\$ _____
Total Lump Sum Price (Numerical)

/100 Dollars

(Amount written or typed in words)

BID NO: 17-18

ADD ALTERNATE: # 2

FOR: Alternate Bid for Roadway Base Material: Lime Rock

\$ _____
Total Lump Sum Price (Numerical)

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

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

Time of Substantial Completion must be complete by August 9, 2017.

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

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work by August 9, 2017. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: _____

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

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- “A” - Affidavit
 - “B” - List of Proposed Subcontractors
 - “C” - Certificate as to Corporate Principal
 - “D” - Certificate of Compliance with Florida Trench Safety Act
 - “E” - License/Certification List
 - “F” - Experience of Bidder
 - “G” - Conflict of Interest
 - “H” - Schedule of Values
- Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Attachments “A”, “C”, “D”, “E”, “F”, “G”, “H” and Bid Bond must be completed and attached to Bidder’s bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

Bid No.: 17-18

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 # 17-18, for US 1 and Ray Road Turn Lane, in St. Johns County, Florida.

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

(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.: 17-18

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

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

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

Bid No.:17-18

ATTACHMENT "D"
CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

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

By: _____

Bidder

Date

Authorized Signature

Bid No.: 17-18

ATTACHMENT "F"

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:

ATTACHMENT "G"

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

Project (17-18) Number/Description: US 1 and Ray Road Turn Lane

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.: 17-18

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
US 1 and Ray Road Turn Lane
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____ A.D., 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 it's governing body.

BID NO.: 17-18

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

END OF SECTION



CONTRACT FORM AND CONDITIONS

(SAMPLE - For Reference Only)

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

This Agreement is made _____, 2015 by and between **St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084** hereafter referred to as the ("Owner") and _____ located at _____
_____ (p) _____ (f) _____ (e)
_____ hereinafter referred to as the ("Contractor") under seal for Construction of **Bid No.** _____ referred to as the "Project", the Owner and the Contractor hereby agreeing as follows:

**ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS**

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any): Bid Documents, Addendum _____, Bonds & Insurance

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

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

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

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

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

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

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

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

1.6 Ownership of Contract Documents

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

ARTICLE II THE WORK

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

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

The scope of work for this project shall be to furnish all labor, materials, and equipment necessary for

All work shall be performed in accordance with the plans and specifications under Bid No: _____.

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

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

Agreement.

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a Lump Sum of \$ _____
(\$ _____). The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

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

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

(b) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, Owner will reduce to five (5) percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. The term "fifty (50) percent completion" as used in this provision means the point at which Owner has expensed fifty (50)

percent of the total cost of the Work purchased as provided herein, together with all costs associated with existing change orders and other additions or modifications to the Work described herein.

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

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

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

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

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

5.3 Withheld Payment

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

- a) Defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the

Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

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

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

ARTICLE VII THE CONTRACTOR

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

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

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

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

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

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

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

ARTICLE XVII

ACCESS TO RECORDS

17.1 Access To Records (Chapter 119, Florida Statutes)

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

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

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

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

ARTICLE XVIII REVIEW OF RECORDS

18.1 Review of Records

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

Owner

St. Johns County, FL _____ (Seal)

(Seal)
(Typed Name)

By: _____

Signature of Authorized Representative

Purchasing Manager
Printed Name & Title

Date of Execution

ATTEST:
St. Johns County, FL Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Sr Assistant County Attorney

Date of Execution

Contractor

(Typed Name)

By: _____

Signature of Authorized Representative

Printed Name & Title

Date of Execution

PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We, _____
(Contractor; address; phone) as Principal and _____
(Surety Co.; address; phone) a Corporation, as Surety are bound to ST. JOHNS COUNTY,
FLORIDA, herein called Owner, in the sum of \$ _____, for payment of
which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly
and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated, _____, 20____, between Principal and Owner
for construction of _____ (Project,
address, and brief description of work) the contract being made a part of this bond by
reference, and the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida
Statutes, supplying Principal with labor, materials, or supplies, used directly or
indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Promptly pays Owner all losses, damages, expenses, costs and attorney's fees,
including appellate proceedings, that Owner sustains because of a default by Principal
under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the
time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with
the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any
formalities connected with the contract or the changes does not affect Surety's obligation
under this bond.

DATED ON _____, _____.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

ATTEST:

(SEAL)

Witness to Surety

Address

Principal

By: _____

Address

(Surety)

By: _____

Attorney-in-Fact

Address



GENERAL REQUIREMENTS & SPECIFICATIONS

RAY ROAD TURN LANE AT US 1

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SECTION 01010

SCOPE OF WORK

1. INTENT OF CONTRACT

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

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

2. WORK BY COUNTY

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

2.1.1 St. Johns River Water Management District

3. SCOPE OF WORK

3.1 The construction of Ray Road Turn Lane at US 1 consist of all work necessary for widening Ray Road. Included in this project are drainage culvert construction, inlets and head walls, existing drainage pipe removal and replacement, striping removal and replacement, detectable warning construction, utility coordination, erosion control, sodding, television of pipes, and maintenance of traffic as shown in the plans.

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

END OF SECTION

SECTION 01015

DEFINITIONS

1. GENERAL

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

COUNTY - St. Johns County

ENGINEER - St. Johns County Director or duly authorized representative

CONTRACTOR - General Contractor with whom The County contracts to perform the Work outlined in the Contract Documents.

END OF SECTION

SECTION 01020

REFERENCE STANDARDS

1. GENERAL

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

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

1.2 With regards to the FDOT Standard Specifications, and Standard Indexes all reference to the Department or Departments State Material and Research Engineer at Gainesville shall be deleted and Engineer inserted. All reference to method of Measurement and Basis of Payment shall be deleted.

2. INTENT

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

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

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

3. INTERPRETATION of DIMENSIONS and QUANTITIES

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

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

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

4. WORK NOT COVERED by SPECIFICATIONS

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

END OF SECTION

SECTION 01030

APPLICATION of SPECIAL CONDITIONS

1. GENERAL

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

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

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

END OF SECTION

SECTION 01060

COORDINATION AND MEETINGS

1. COORDINATION

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

2. FIELD ENGINEERING

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

3. PRECONSTRUCTION CONFERENCE

- 3.1 Engineer shall schedule a conference after the Notice of Award has been issued.
- 3.2 Attendance Required: Engineer, and Contractor Job Superintendent.
- 3.3 The Preliminary Agenda for the Pre-Construction Conference is as follows:
 - 3.3.1 Distribution and/or review of Contract Documents
 - 3.3.2 Submission of list of Subcontractors, Schedule of Values, Progress Schedule and a preliminary schedule of Shop Drawings and Sample Submittals.

3.3.3 Designation of personnel representing the parties in Contract, and the Engineer.

3.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.

3.3.5 Scheduling of Construction Activities.

4. CONSTRUCTION PROGRESS MEETINGS

4.1 The Engineer will schedule and administer meetings throughout the progress of the work as needed.

4.2 Engineer will make arrangements for Construction Progress Meetings, record minutes, and distribute copies to Contractor, participants, and those affected by decisions made.

4.3 Attendance Required: Job superintendent, major Subcontractors and suppliers, and , Engineer as appropriate to agenda topics for each meeting.

4.4 Short Interval Schedule - The Contractor will be required to submit a short interval schedule (in the form of a bar chart), at the beginning of each progress meeting, identifying the work in progress and proposed work over the next four (4) weeks. This Short Interval Schedule shall be formatted to reflect the overall Progress (Project) Schedule as described in Section 01070 and specifically identify Milestones of the Work (if any) including, but not limited to, major storm drainage crossings, utility adjustments (outages), lane closures, pedestrian access impacts, and other modifications to the Maintenance of Traffic.

END OF SECTION

SECTION 01080

SHOP DRAWINGS

1. DEFINITION

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

2. SUBMITTAL of SHOP DRAWINGS

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

3. APPROVAL of SHOP DRAWINGS

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

END OF SECTION

SECTION 01095

CONTRACT CLOSEOUT

1. PRE-FINAL and FINAL INSPECTIONS

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

2. PROJECT RECORD DOCUMENTS

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

3. CLOSEOUT SUBMITTALS

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

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

END OF SECTION

SECTION 02020

EROSION CONTROL and TURBIDITY MONITORING

1. EROSION CONTROL

- 1.1 The Contractor shall make suitable provisions to minimize siltation and erosion of waterways which may result from, or as a result of, his operation during the course of construction of this project. The Contractor is hereby advised that silt barriers are to be used at all times during construction in which siltation or erosion may occur.
- 1.2 The Contractor is reminded that he shall carefully review the Sediment and Erosion Control Details and Storm Water Pollution Prevention Plan included within the Contract Drawings. The Contractor and his subcontractors shall sign the sheet as required and return to the Engineer within seven (7) days after the Notice to Proceed.

2. TURBIDITY MONITORING

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

END OF SECTION

SECTION 02030

PROTECTION OF PROPERTY

1. GENERAL

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

END OF SECTION

SECTION 02060

PIPE and STRUCTURE GRADE TOLERANCE

1. GENERAL

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

END OF SECTION

SECTION 02070

UTILITY COORDINATION

1. GENERAL

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

2. EXISTING UTILITIES

- 2.1 Known surface and sub-surface utilities are shown or noted on the Drawings as accurately as available information will permit. The Contractor shall have full responsibility for reviewing and checking such information (in the field or by as-built review) for accuracy. The County makes no representation or guarantee concerning the accuracy or completeness of such information shown or noted, or that utilities other than those indicated do not exist.
- 2.2 The Contractor shall be responsible for locating all utilities either on or contiguous to the site and taking adequate precautions to safely protect, support and maintain such utilities during construction, whether or not such utilities are accurately shown on the Drawings.
- 2.3 Customer service lines and other utilities that traverse the proposed construction are not normally shown on the Drawings and any damages thereto shall be the sole responsibility of the Contractor.
- 2.4 The list of utility companies or agencies (including contact names) with services within the limits of construction are provided on the General Note sheet in the plans set.

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

3. PROTECTION OF UTILITIES DURING CONSTRUCTION

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

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

4. TEMPORARY UTILITIES

4.1 All water, electricity and other utilities required in accomplishing the work shall be furnished and installed by the Contractor. The Contractor shall be responsible for obtaining water from fire hydrants, existing water main connections or new connections approved by t h e County, and shall be included in the Contractor's lump sum bid.

END OF SECTION

SECTION 02080

UTILITY CONFLICTS

1. ADJUSTMENTS DURING CONSTRUCTION

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

2. UNKNOWN CONFLICTS

- 2.1 Unknown conflicts are defined as being either lateral or vertical in nature.
- 2.2 When the Contractor discovers an unknown direct conflict (which could not have been reasonably avoided as outlined in Paragraph 1.1 above), he shall contact the Engineer for verification and approval of the method of resolution. If the resolution causes an increase or decrease in the Contract Amount, such work shall be accomplished by the Contractor at the prices established in the Schedule of Values.
- 2.3 The Contractor will be required to make adjustments of all manholes, valve boxes, structure tops (including manhole ring and covers) and other like items within the limits of construction to meet the final lines, dimensions and grades shown on the Contract Drawings.

3. SCHEDULING of the WORK

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

END OF SECTION

SECTION 02100

MOBILIZATION/DEMOBILIZATION

1. GENERAL

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

END OF SECTION

SECTION 02101

SITE PREPARATION AND EARTHWORK, GENERAL

1. GENERAL

1.1 Requirements: Perform all clearing, grubbing and earthwork, including excavation, filling, backfilling and grading indicated and necessary to accomplish the work.

1.2 Shoring and Sheeting: Provide all shoring, sheeting and bracing necessary to properly and safely accomplish the work.

1.3 Protection of In-Place Structures: Excavations likely to dislocate, misalign, alter, damage, or impair the strength of structures already in place shall be done only after adequate protection has been provided for the in-place structures.

1.4 Underground Utilities: Exercise caution while proceeding with the work. Locate and protect all indicated underground utilities from damage. Determine whether other underground utilities such as piping, conduit and cable exist. Should any utilities be found that are not indicated, notify the utility company and the Engineer immediately, and await the instructions of the Engineer before proceeding further with the work in such locations.

2. DISPOSITION OF MATERIAL

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

3. CLEANUP

3.1 Debris and Rubbish: Remove and transport debris and rubbish in a manner that shall prevent spillage on streets or adjacent areas. Clean up spillage from street and adjacent areas.

3.2 Regulations: Comply with federal, state, and local hauling and disposal regulations.

END OF SECTION

SECTION 02102

MAINTENANCE OF TRAFFIC

1. GENERAL

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

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

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

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

END OF SECTION

SECTION 02110

STORAGE of EQUIPMENT and MATERIALS

1. GENERAL

- 1.1 The Contractor is reminded that these projects are on public property. For this reason, the Contractor shall use due care in safe operations and shall provide adequate facilities for proper storage of materials, tools and/or equipment, and it shall be the responsibility of the Contractor to provide locked storage and/or sufficient guards to prevent injury or vandalism.
- 1.2 The Contractor shall not (except after written consents from the property owner) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the County. A copy of the written consent shall be given to the Engineer.
- 1.3 The Contractor shall adhere to the St Johns County Standards when storing utility materials on site. These Standards may include the construction of temporary fencing, gates and signs in accordance with the latest St Johns County Standards. Cost for this work shall be included in Contractor's Lump Sum Bid Proposal.

END OF SECTION

**SECTION 02130
PROJECT SURVEYING**

1. GENERAL

- 1.1 The Engineer shall provide the survey work outlined in the bid proposal.
- 1.2 All other survey work must be provided by the Contractor, including construction staking (i.e. grade stakes, lines and levels). Construction layout and staking of the proposed work shall be done under the supervision of a registered land surveyor or engineer authorized to practice in the State of Florida under the provisions of Chapter 472 or 471, Florida Statutes, respectively.
- 1.3 The Contractor will provide all surveys necessary to commence and perform all the work. All work shall be done to the lines, grades and elevations shown on the Contract Drawings. Any work done without being properly located will be ordered removed and replaced at the Contractor's expense.
- 1.4 The Contractor shall furnish, at his own expense, all stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor including instrument men, rodmen, chainmen, etc., as may be required in layout of any part of the Work from the baselines and benchmarks established in the contract plans.
- 1.5 All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the Contractor in laying out the Work shall be available at all times during the progress of the Work for the ready examination by the County or its duly authorized representatives
- 1.6 The Contractor shall make such surveys and computations as are necessary to determine the quantities of Work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the Contractor for the purpose of construction and for progress reviews, shall be furnished promptly to the Engineer for permanent records and for determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the Contractor shall be made during the presence of the Engineer.
- 1.7 The Engineer may make checks as the Work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed Work as it progresses with the requirements of Contract Specifications and Plans. Such checking by the Engineer or its representative shall not relieve the Contractor of his responsibility to perform all Work in accordance with the Contract Plans and the event that location marks as established by the Contractor

are found to be inaccurate or inadequate, Work shall be suspended until corrections have been made.

- 1.8 No separate payment will be made for the cost involved in the survey work, layout work or staking performed by the Contractor. All such costs will be considered as incidental to the Contract.

2. **SURVEYS AND GRADE STAKES**

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

END OF SECTION

SECTION 02140

AS-BUILT DRAWINGS

1. GENERAL

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

2. REQUIREMENTS

2.1 In preparation of "As-Built Drawings", the designated elevation and distance changed shall be crossed through (not erased) and the actual elevation or distance written in. The drawings shall show the exact size, elevation and location of all finish grades, road elevations on cross-sections, base grades, lines, valves, manholes, fittings, fire hydrants, deflections in the pipe and all potable water and sanitary sewer reconnections as required during construction. Dimensions of all valves and fittings

must be shown; disclaimers will not be allowed.

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

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

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

- 1. Show elevations and location (by plus and tie from center line) of all existing utilities crossed by new construction.

2. Show all utilities including those shown on the drawings and those exposed during construction.

2.2.2 Storm Drainage

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

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

2.3 Paving

1. Stations and elevations on centerline (or profile grade line), curb, gutter (or edge of pavement), and back of sidewalk a minimum of every 300 feet and at the following changes in vertical and horizontal alignment:
 - a. PVC and PVT
 - b. Low points and high points
 - c. Curb returns at intersections
 - d. Centerline intersections
 - e. Begin and end of superelevation transitions
 - f. Begin and end of full superelevation

END OF SECTION

SECTION02150

ENVIRONMENTAL PROTECTION

1. DUST CONTROL

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

2. LITTER

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

3. BURN CONTROL

- 3.1 Burning of clearing and grubbing debris generated on this project may not be burned offsite as allowed by the St Johns County Fire Marshall. The Contractor shall receive permission to burn debris by obtaining a burning permit as required.
- 3.2 The Contractor is required to haul off site all debris for burning.
- 3.3 During non-burn conditions, as defined by St Johns County, the contractor shall be responsible for all the disposal of all burn materials.

4. WATER CONTROL

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

5. EROSION AND SEDIMENT CONTROL

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

END OF SECTION

SECTION 02160

DEWATERING

1. GENERAL

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

2. ROADWAY CONSTRUCTION

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

END OF SECTION

SECTION 02170

CONSTRUCTION LIMITS

1. GENERAL

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

2. ENCROACHMENTS

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

END OF SECTION

SECTION 02180

EXCESS MATERIAL

1. GENERAL

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

END OF SECTION

SECTION 02190

PROJECT CLEAN-UP

1. GENERAL

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

END OF SECTION

SECTION 02200

LIMEROCK BASE

1.1 GENERAL

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

2.0 EQUIPMENT AND MATERIALS

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

3.0 TRANSPORTING LIMEROCK

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

4.1 SPREADING LIMEROCK

4.2 Method of Spreading

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

4.3 Number of Courses

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

4.4 Limerock Base for Shoulder Pavements

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

5.1 COMPACTING AND FINISHING BASE

5.2 Single-Course Base

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

5.3 Double-Course Base

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

5.4 Moisture Content

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

5.5 Density Requirements

5.5.1 Compaction

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

5.5.2 Testing

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

5.5 CORRECTION OF DEFECTS.

5.5.1 Contamination of base material:

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

5.5.2 Cracks and Checks

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

5.5.3 Compaction of Widening Strips

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

6.0 TESTING SURFACE

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

7.0 PRIMING AND MAINTAINING

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

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

8.1 THICKNESS REQUIREMENTS

8.2 Measurements

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

8.3 Correction Areas

Where the compacted base is deficient by more than ½ inches from the thickness called for in the plans, the contractor shall scarify, place additional material 100 feet in each direction, and recompact to the required, thickness, slope, and density as specified.

END OF SECTION

**SECTION 02575
SODDING**

1. GENERAL

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

2. MATERIALS

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

2.2 Grass Materials

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

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

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

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

3. EXECUTION

3.1 PREPARATION OF GROUND: The areas over which the sod is to be placed shall be scarified or loosened to suitable depth. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may, at his discretion, authorize the elimination of the ground preparation.

3.2 FERTILIZING: The operations of fertilizing shall be in accordance with Sections 570-3.1 and 570-4.4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.

3.3 PLACING SOD: Whenever a suitable length of roadway has been graded and is ready for sodding the Contractor shall, when directed by the Engineer, proceed at once with the sodding of the available areas. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract. No sod which has been cut for more than 72 hours shall be used unless specifically authorized by the Engineer after his careful inspection thereof. Any sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained properly moistened.

Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches, the setting of the pieces shall be staggered such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed 150 mm. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slope, the Engineer may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.

Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.

3.4 WATERING: The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results after being placed. The sod shall be kept in a moist condition for the duration of the contract period (and in no case less than 2 weeks). The moistened condition shall extend to at least to the full depth of the rooting zone. Water shall not be applied, however, when there is danger of a freezing condition.

3.5 MAINTENANCE: The requirements for maintenance as specified in Section 570-5 of the Florida Department of Transportation Standard Specifications for

Road and Bridge Construction, current edition, shall apply to this work.

END OF SECTION

SECTION 02726

SITE STORM DRAINAGE SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

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

1.2 REFERENCES

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

1.3 SUBMITTALS

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

PART 2 PRODUCTS

2.1 PIPE MATERIALS

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

2.2 JOINT MATERIALS FOR PIPE

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

2.3 MITERED END SECTION

- A. FDOT Design Standards - Index 272.

2.4 MATERIALS FOR UNDERDRAINS

- A. Filter Aggregate: FDOT Standard Specifications Paragraph 902-4.
- B. Geotextile Fabric: FDOT Standard Specifications Section 985 and FDOT Design Standard Index No. 199.
- C. Filter Fabric Sock: FDOT Standard Specifications Paragraph 948-2.4.

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

- A. Concrete: FDOT Standard Specifications Section 346.
- B. Reinforcing Steel: FDOT Standard Specifications Section 415.
- C. Castings for Frames and Grates: FDOT Standard Specifications Paragraph 962.
- D. Structural Steel Frames and Grates: FDOT Standard Specifications Paragraph 425-3.2.
- E. Brick and Concrete Masonry Units: FDOT Standard Specifications Section 949.
- F. Mortar for Brick Masonry: FDOT Standard Specifications Paragraph 425-2.2.
- G. Hydrated Lime: FDOT Standard Specifications Section 922.

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

- A. FDOT Standard Specifications Paragraph 425-5.
- B. FDOT Design Standards Index No. 201.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Verify that excavations are ready to receive work.

B. Hand trim excavations. Correct over excavation with coarse aggregate or lean concrete.

3.2 INSTALLATION - PIPE

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

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

A. Placing concrete and reinforcing steel: FDOT Standard Specifications Paragraph 425-6.

B. Setting frames and grates: FDOT Standard Specifications Paragraph 425-6.3.

C. Laying Brick: FDOT Standard Specifications Paragraph 425-6.3.

D. Placing Pipe: FDOT Standard Specifications Paragraph 425-6.6.

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

3.5 ADJUSTING EXISTING STRUCTURES

A. FDOT Standard Specifications Paragraph 425-6.8.

3.6 CONSTRUCTION - PRECAST TRENCH DRAIN

A. In accordance with details shown and manufacturer's instructions.

3.7 MITERED END SECTIONS

A. FDOT Design Standards Index No. 272.

3.8 EARTHWORK

A. Section 02200 - EARTHWORK.

END OF SECTION

**SECTION 02741
ASPHALT PAVING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide labor, materials, services, and equipment necessary to provide and install asphaltic paving work as specified herein.
- B. The extent of asphalt paving and subbase work is shown on the Drawings.
- C. Parking lot paving is included under the Work of this Section.
- D. Refer to other Sections of Division 2 for other types of paving and surfacing.
- E. Work Not Included:
 - 1. Excavation, filling, grading, and compaction of subgrade under paving and surfacing areas shall be included under the Work of Section 02300, Earthwork.

1.2 SUBMITTALS

- A. Material Certificates, two copies, signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.
- B. Pavement marking plan indicating lane separations and defined parking spaces. Note dedicated handicapped spaces with international graphics symbol.
- C. Submit in accordance with Division 1 requirements.

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with State highway or transportation department standard specifications, latest edition, and with local governing regulations if more stringent than herein specified.

1.4 BITUMINOUS PAVING TESTING

- A. Field quality control testing shall be performed during paving operations. Perform the following sampling and testing of asphalt concrete mixtures for quality control during paving operations. Record the locations where samples are taken to correlate with subsequent testing.

- B. Test uncompacted asphalt concrete mix and the following:
 - 1. Sampling: AASHTO T168 (ASTM D979).
 - 2. Asphalt Cement Content: AASHTO T164 (ASTM D2172).
 - 3. Perform at least one initial test for paving, unless otherwise specified or directed.
- C. Test in-place, compacted pavement for density and thickness, as herein specified. Perform one test for each 500 sq.yds. but not less than one test per day, unless otherwise specified or directed.
- D. The Contractor shall pay for and perform additional Work and testing as may be required if any of the previous tests indicate insufficient values or if directed by the Engineer. Continue work and testing until specified values have been attained.
- E. Asphalt concrete material not complying with specified requirements will not be acceptable. The Contractor shall repair or remove and replace defective paving as directed by the Engineer, at no additional cost.

1.5 SITE CONDITIONS

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg F (10 deg C) and when temperature has not been below 35 deg F (1 deg C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Weather Limitations:
 - 1. Apply bituminous prime coat only when the ambient temperature is 50 degrees F, and rising and when the temperature has not been below 35 degrees F. for 12 hours immediately prior to application.
 - 2. Do not apply when the base surface is wet or contains an excess of moisture which would prevent uniform distribution and the required penetration.
 - 3. Base course may be placed when air temperature is not below 30 degrees F.
 - 4. Construct asphalt concrete surface course only in dry weather when temperature is above 40 degrees F.
- C. Construct hot-mixed asphalt surface course when atmospheric temperature is above 40 deg F (4 deg C) and when base is dry. Base course may be placed when air temperature is above 30 deg F (minus 1 deg C) and rising.
- D. Grade Control: Establish and maintain required lines and elevations, including crown and cross-slope, for each course during construction operations.

1.6 DEFINITIONS

- A. Defective Asphaltic Paving: Consider defective any portion of the asphalt paving in which creeping, shoving, cracking, raveling, softening or other defects occur during warranty period. Patch or replace as specified and as approved by the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use locally available materials and gradations that exhibit a satisfactory record of previous installations. Conform to Section 330 of FDOT Highway Specifications for hot asphalt concrete.
- B. Binder Course Aggregate: Shall be No. 9 aggregate consisting of sound, angular crushed stone, crushed gravel, sand, or stone screenings. (Comply with FDOT Section 901).
- C. Surface Course Aggregate: Shall be No. 11 aggregate consisting of crushed stone, crushed gravel, sand, or stone screenings. (Comply with FDOT Section 902).
- D. Aggregate Base - Limerock
 - 1. Material in accord with FDOT Section 911.
- E. Optional Base
 - 1. Materials and construction methods in accord with FDOT Section 285.
- F. Limerock Base
 - 1. Materials and construction methods in accord with FDOT Section 230.
- G. Concrete Pavement
 - 1. Materials and construction methods in accord with FDOT Section 350 and details on the drawings.
- H. Prime Coat: Cut-back asphalt, grade RC-70, conforming to FDOT Section 300.
- I. Mineral Filler: Limestone dust, portland cement, or other inert material complying with Section 917 No. 16 fine aggregate.
- J. Asphalt Binder: Comply with Section 916.
- K. Asphalt Concrete: Type SP-9.5 or as noted on drawings shall conform to FDOT

Section 334.

1. Provide plant mixed asphalt concrete in accord with methods and operations requirements of FDOT Sections 320 and 330-1 to 330-6.
- L. Tack Coat: Asphalt emulsion SS-1H grade conforming to FDOT Section 300.
- M. Herbicide Treatment: Commercial chemical for weed control, registered by Environmental Protection Agency. Provide granular, liquid, or wettable powder form.
1. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
 - a. Ciba-Geigy Corp.
 - b. Dow Chemical U.S.A.
 - c. E.I. Du Pont de Nemours & Co., Inc.
 - d. FMC Corp.
 - e. Thompson-Hayward Chemical Co.
 - f. U.S. Borax and Chemical Corp.

2.2 ASPHALT-AGGREGATE MIXTURE

- A. Provide plant-mixed, hot-laid asphalt-aggregate mixture complying with ASTM D 3515.

PART 3 - EXECUTION

3.1 INSPECTION AND PREPARATION

- A. The Contractor for Work under this Section must examine areas and subgrade conditions where paving and surfacing work is to be performed. Notify the Engineer in writing of subgrade conditions detrimental to the proper and timely completion of the Work.
- B. Examine all surfaces over which asphalt is to be applied.
1. Ensure that no defects, low sections, depressions or holes are present which would jeopardize the standard of finish specified.
- C. Do not begin Work until deficient subgrade conditions have been corrected. Starting of the work shall constitute acceptance of the subgrade conditions, and the installation and warranty of the finished paving become the responsibility of the Contractor for this Section of the Work at this time.
- D. Proof roll subgrade using heavy, rubber-tired rollers. Check for unstable areas.

Check for areas requiring additional compaction. Subgrade to be compacted to 95% maximum density, AASHTO T-180.

3.2 INSTALLATION OF COMPACTED AGGREGATE

SUBBASE Not Needed

3.3 STABILIZATION OF SUBGRADE

- A. Areas designated to be paved shall be stabilized to a depth as indicated and in accord with FDOT Section 160, Type B. Schedule of tests will be determined by Testing Agency.

3.4 PAVEMENT BASE COURSE

- A. Minimum compacted base course thickness: as indicated on drawings.
- B. Transport, spread, shape, compact and finish limerock base material in accord with FDOT Section 230.
- C. Optional base shall be placed and compacted in accord with FDOT Section 285.

3.5 PRIME COAT

- A. After aggregate base course has been placed to required grades and approved, apply prime coat at the rate of 0.15 gallons per square yard.

3.6 TACK COAT

- A. When new asphalt is to be placed against existing or new concrete or asphalt surfaces, such as curbs, gutter, walls, structures or other paving, coat such surfaces with a tack coat of asphaltic emulsion before the new paving is placed at a minimum rate of 0.08 gallons per square yard.

3.7 ASPHALT CONCRETE

- A. Provide transportation, placing and compacting of asphalt concrete, preparation of application surfaces, joints, tolerances and protection of the finished asphalt in accord with FDOT Section 330.

3.8 SURFACE PREPARATION FOR ASPHALT PAVING

- A. Remove loose material from compacted subbase surface immediately before

applying herbicide treatment or prime coat.

- B. Seal cracks up to 1/4 inch in width completely with asphalt emulsion. Fill cracks larger than 1/4 inch with hot asphaltic concrete and compact with vibratory compactor. All areas where existing pavement is to receive new surface shall have cracks sealed/filled as specified.
- C. Proof-roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.
- D. Notify Engineer of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.
- E. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to application of prime coat.
- F. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
- G. Allow to dry until at proper condition to receive paving.
- H. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

3.9 SURFACE PREPARATION FOR ASPHALT PAVEMENT OVERLAY

- A. Remove loose material from compacted subbase surface immediately before applying herbicide treatment of prime coat.
- B. Seal cracks up to 1/4 inch in width completely with asphalt emulsion. Fill cracks larger the 1/4 inch with hot asphaltic concrete and compact with vibratory compactor. All areas where existing pavement is to receive new surface shall have cracks sealed/filled as specified.
- C. Allow to dry until at proper condition to receive paving.
- D. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

3.10 PLACING MIX

- A. Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225 deg F (107 deg C). Place areas inaccessible to equipment by hand. Place each course to required grade, cross-section, and compacted thickness.

- B. Paver Placing: Place in strips not less than 10 feet wide, unless otherwise acceptable to Engineer. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- C. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- D. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.
- E. Curbs: Construct curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust.
- F. Place curb materials to cross-section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms as soon as material has cooled.

3.11 ROLLING

- A. Conform to Section 330.10 of the FDOT Specifications for compaction. Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density.
- F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.

- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.12 TRAFFIC AND LANE MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Do not apply traffic and lane marking paint until layout and placement have been verified with Engineer.
- C. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness.

3.13 PATCHING

- A. Remove and replace defective areas.
- B. Cut-out and fill with fresh, hot asphalt concrete.
- C. Compact by rolling to specified surface density and smoothness.

3.14 FIELD QUALITY CONTROL

- A. General: Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness and surface smoothness will be done by Engineer's testing laboratory. Repair or remove and replace unacceptable paving as directed by Engineer.
- B. Thickness: In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding following allowable variations:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus or minus 1/4 inch.
- C. Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:
 - 1. Base Course Surface: 1/4 inch.
 - 2. Wearing Course Surface: 3/16 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right

angle to crown. Maximum allowable variance from template is 1/4 inch.

- A. Check surface areas at intervals as directed by Engineer.

END OF SECTION 02741

SECTION 03120

EXCAVATION AND EMBANKMENT

1. GENERAL

- 1.1 Excavation and embankment shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

2. DISPOSAL

- 2.1 Sub-Article 120-5.5 Disposal Areas is amended to read as follows:

The disposal of excavated muck other materials unsuitable for the roadway construction and paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slab, limerock, sidewalks, curb and gutter, etc., shall be disposed of by the Contractor at approved sites in accordance with all Federal, State and Local laws, ordinances, regulations and rules.

END OF SECTION

SECTION 03125

EXCAVATION for STRUCTURES

1. GENERAL

1.1 Excavation for structures shall be in accordance with Section 125 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

2. FOUNDATION PREPARATION

2.1 The Contractor shall overexcavate at least two feet of the clayey soils below manhole bases and one foot below pipeline inverts, if needed, and replace and compact with structural backfill to final bearing elevation. Compacted structural fill should then be placed around and above structures and pipelines to final grade. compaction shall be in accordance with Section 120 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

2.2 The Contractor shall maintain a dewatering system to sufficiently lower the water table in these areas at least 2 feet below the proposed depth of excavation. The dewatering system should not be decommissioned until sufficient deadweight exists on the structure to prevent uplift.

END OF SECTION

SECTION 03160

STABILIZED SUBGRADE

1. GENERAL

- 1.1 Stabilization of the roadway subgrade shall be in accordance with Section 160 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

2. REQUIREMENTS

- 2.1 The work specified in this section consists of the preparation of the firm and unyielding subgrade having the required bearing value specified in the Contract Drawings and Specifications. It is intended that the desired bearing value be obtained regardless of the quality of the existing soil or materials available on the site.
- 2.2 All roadway subgrade construction in excess of 400 feet in length shall be tested for L.B.R. value.

END OF SECTION

SECTION 03327

MILLING OF EXISTING ASPHALT PAVEMENT

1. GENERAL

- 1.1 The milling of existing asphalt pavement shall be in accordance with Section 327 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

END OF SECTION

SECTION 03347

PORTLAND CEMENT CONCRETE

1. GENERAL

1.1 The use of portland cement concrete shall be in accordance with Section 347 of the Florida Department of Transportation (FDOT) Supplemental Specifications for Road and Bridge Construction, latest edition.

1.2 Contractor shall provide the following:

1.2.1 Submit all concrete mix designs to the Engineer for approval prior to commencing any concrete placements.

1.2.2 Follow the requirements of the FDOT Standard Operation Procedures for Quality Control of Concrete.

1.2.3 Notify the Engineer forty-eight (48) hours prior to the placement of concrete.

1.2.4 Provide structural concrete from an FDOT approved source.

2. DESCRIPTION

2.1 The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Contract Drawings, or incidental to the proper execution of the work.

3. STRENGTH REQUIREMENT

3.1 Unless otherwise specified on the Contract Drawings or herein, all concrete shall have a 28-day minimum compressive strength requirement of 2,500 pounds per square inch.

4. CUTTING CONCRETE

4.1 Concrete curb, curb and gutter, sidewalk and driveway shall be removed to neatly sawed edges with saw cuts to a minimum depth of 1 2 inches.

4.2 Concrete sidewalks or driveways to be removed shall be neatly sawed in straight lines parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge.

- 4.2 If a saw cut in concrete curb, curb and gutter, or pavement falls within three (3) feet of a construction joint, contraction joint, expansion joint, edge or inlet top, the concrete shall be removed to the joint, edge or inlet top.

END OF SECTION

SECTION 03425

DRAINAGE STRUCTURES

1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, all drainage structures shall be in accordance with Section 425 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, and the FDOT Roadway and Traffic Design Standards, latest edition.

2. DESCRIPTION

- 2.1 The work specified under this section shall include the furnishing of all labor, materials and equipment necessary for the construction and installation of all manholes, inlets, catch basins, junction boxes, endwalls and other such drainage structures called for on the Contract Drawings.

END OF SECTION

SECTION 03430

PIPE CULVERTS & STORM SEWERS

1. GENERAL

- 1.1 All reinforced concrete pipe (RCP), elliptical reinforced concrete pipe (ERCP) and corrugated metal pipe (CMP) shall be in accordance with Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and the FDOT Roadway and Traffic Design Standards, current edition.
- 1.2 Standard concrete pipe shall meet the design requirements of Class III Wall B of ASTM C76. The process of manufacture and the details of the pipe design including the strength of the concrete, will be inspected or checked at the Engineer's option.

2. DESCRIPTION

- 2.1 The work specified in this section consists of furnishing drainage pipe and mitered end sections, conforming to these specifications and of the particular types, sizes and dimensions shown in the plans. This work shall include the installation of the pipe and mitered end sections at the locations called for, in conformity with the lines and grades given, and the furnishing and construction of such joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the work as indicated in the plans.

3. FILTER FABRIC JACKET

- 3.1 All pipe joints (round and elliptical) shall be wrapped with woven or non-woven filter fabric. Cost of filter fabric is to be included in the cost of the pipe culvert. See FDOT Standard Index 280 for details.

END OF SECTION

SECTION 03522

SIDEWALKS

1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, construction of concrete sidewalks and driveways shall be in accordance with Section 522 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, the FDOT Roadway and Traffic Design Standards, latest edition and the notes and details shown in the Contract Drawings.

2. REQUIREMENTS

- 2.1 The work specified in this section consists of the construction of concrete sidewalk and driveways in accordance with these specifications, and in conformity with the lines, grades and dimensions and notes shown in the plans.
- 2.2 Sidewalks - Unless otherwise noted in the Contract Drawings, all concrete sidewalk shall be four (4) inches thick.
- 2.2.1 Unless otherwise shown on the Contract Drawings, foundations for concrete sidewalk shall be graded so the top of the sidewalk is a minimum six (6) inches above grade. Fill material shall be added (as needed) to slope from the top of sidewalk to existing grade. Where the plans call for the removal and/or replacement of sidewalk, the sidewalk grades shall match the previous existing grade, except as may be directed by the Engineer to do otherwise. In no cases shall there be a drop-off in excess of 1" along the edge of sidewalk measured from the top of the sidewalk to the top of sod.
- 2.2.2 Joints shall be in accordance with Index 310 of the FDOT Roadway and Traffic Design Standards, latest edition.
- 2.2.3 Compaction of subgrade foundations shall be tested in accordance with Section 03850 - Testing of these Specifications.
- 2.2.4 Concrete shall be sampled and tested in accordance with Section 03850 - Testing of these Specifications.
- 2.2.5 The Contractor shall make provisions to protect curing concrete including, but not limited to, the covering of concrete with burlap or visqueen and the placement of temporary fencing.

END OF SECTION

US 1 and Ray Road Turn Lane Schedule of Values Bid No. 17-18

Last Updated: December 16, 2016

Bid Item No.	FDOT Spec. Section No.	FDOT Spec. Section Description	Estimated Quantity	Units	Unit Price	Total Price
General Conditions						
1	101-1	Mobilization (includes survey, as-builts, testing, maintaining erosion control, site preparation, and removals, etc.)		LS		
Maintenance of Traffic						
2	102-1	Maintenance of Traffic		LS		
3	102-60	Work Zone Signs		ED		
4	102-74-1	Channelizing Device - Types I, II, DI, VP, Drum OR LCD		ED		
5	102-74-2	Channelizing Device - Type III, 6'		ED		
6	102-99	Portable Changeable Message Sign, Temporary		ED		
Erosion Control						
7	104-10-3	Sediment Barrier		LF		
8	104-11	Floating Turbidity Barrier		LF		
9	107-1	Litter Removal and Disposal		AC		
10	107-2	Mowing		AC		
Clearing and Grubbing						
11	110-1-1	Clearing and Grubbing		AC		
Earthwork						
12	120-1	Regular Excavation		CY		
13	120-6	Embankment		CY		
Pavement						
14	160-4	Type B Stabilization		SY		
15	285-706	Optional Base Group 6 - 8" Limerock		SY		
16	285-706	Optional Base Group 6 - 5" Type B-12.5		SY		
17	327-70-1	Milling Exist Asph Pavt, 1" Avg Depth		SY		
18	334-1-13	Type SP Structural Course, SP-12.5 (Traffic C) (1.5")		TN		
19	334-1-13	Friction Course, SP-9.5 (Traffic C) (1")		TN		
Drainage						
20	400-1-2	Concrete Class I, Endwalls		CY		
21	425-1-582	Inlets, Dt Bot Type H, >10'		EA		
22	425-2-71	Manholes, J-7, <10'		EA		

Bid Item No.	FDOT Spec. Section No.	FDOT Spec. Section Description	Estimated Quantity	Units	Unit Price	Total Price
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23	430-175-136	Pipe Culvert, Concrete, Round, 36" S/CD		LF		
24	430-175-224	Pipe Culvert, Concrete, Ellip, 19" x 30" S/CD		LF		
25	430-175-248	Pipe Culvert, Concrete, Ellip, 38" x 60" S/CD		LF		
26	430-984-629	Mitered End Sect, Ellip, 19" x 30" SD		EA		
27	430-984-641	Mitered End Sect, Ellip, 38" x 60" SD		EA		
28	530-3-4	Rubble Riprap (12" Thick)		CY		

Sidewalk

29	522-2	Sidewalk Concrete, 6" Thick		SY		
30	527-2	Detectable Warning		SF		

Grassing

31	570-1-2	Performance Turf, Sod		SY		
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Signalization

32	660-2-106	Loop Assembly, F&I, Type F		AS		
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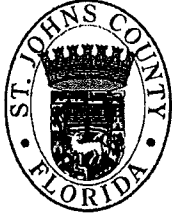
Signing

33	700-1-50	Single Post Sign, Relocate		EA		
34	706-3	Retro-Reflective Pavement Markers		EA		
		Bi-Directional White/Red		EA		
		Bi-Directional Yellow		EA		

Pavement Markings

35	711-11-123	Thermoplastic, Standard, White, Solid, 12"		LF		
36	711-11-125	Thermoplastic, Standard, White, Solid, 24"		LF		
37	711-11-141	Thermoplastic, Standard, White, 2-4 Dotted Guideline, 6"		GM		
38	711-11-170	Thermoplastic, Standard, White, Arrow		EA		
39	711-11-224	Thermoplastic, Standard, Yellow, Solid, 18"		LF		
40	711-16-101	Thermoplastic, Standard-Other Surfaces, White, Solid, 6"		GM		
41	711-16-201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"		GM		

Grand Total (Base Bid): _____



St. Johns County Board of County Commissioners

Purchasing Division

January 25, 2017

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-18, US 1 and Ray Road Turn Lane

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. The bid form requires three prices. Please explain alternate 2? Is not alternate 2 the same as the base bid? Are the alternate total bid prices?

Answer: The County will accept bids for the base material to be either Asphalt or Limerock for this project. The Contractor shall submit a total lump sum price for both types of base material.

Please use the attached revised Official County Bid Form to submit your bid prices.

THE BID DUE DATE REMAINS February 1, 2017 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Senior Buyer

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1

BID NO.: 17-18

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcfl.us

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

PROJECT: US 1 and Ray Road Turn Lane

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

DATE SUBMITTED: _____

BID PROPOSAL OF

FULL LEGAL COMPANY NAME

Address

Telephone No.

Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for US 1 and Ray Road turn Lane in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

FOR: Construction of US 1 and Ray Road Turn Lane as per plans and specifications.

BASE BID ALTERNATE: # 1:

FOR: Construction of US 1 and Ray Road with Roadway Base Material: Asphalt

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars

(Amount written or typed in words)

BASE BID ALTERNATE: # 2

FOR: Construction of US 1 and Ray Road with Roadway Base Material: Lime Rock

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars

(Amount written or typed in words)

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

Time of Substantial Completion must be complete by August 9, 2017.

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

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work by August 9, 2017. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: _____

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

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number:

Bid Proposal Attachments:

- "A" - Affidavit
- "B" - List of Proposed Subcontractors
- "C" - Certificate as to Corporate Principal
- "D" - Certificate of Compliance with Florida Trench Safety Act
- "E" - License/Certification List
- "F" - Experience of Bidder
- "G" - Conflict of Interest
- Bid Bond
- Fully Acknowledged Addenda Applicable to this bid

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

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

This Agreement is made _____, 2017 by and between St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 hereafter referred to as the ("Owner") and _____ located at _____
_____, (p) _____, (f) _____ (e) _____
hereinafter referred to as the ("Contractor") under seal for Construction of Bid No. _____
_____ referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

**ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS**

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any): Bid Documents, Addendum _____, Bonds & Insurance

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

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

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

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

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

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

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

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

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon

completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

**ARTICLE II
THE WORK**

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

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

The scope of work for this project shall be to furnish all labor, materials, and equipment necessary for

All work shall be performed in accordance with the plans and specifications under Bid No: _____.

**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 _____ () consecutive calendar days. Final Completion shall be reached by or before _____ () 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 \$ _____ per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but

no longer applicable, as liquidated damages.

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a Lump Sum of \$ _____ (\$ _____). The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

payments will be made in accordance with the Local Government Prompt Payment Act.

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

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

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

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

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

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

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the

Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

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

5.3 Withheld Payment

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

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

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

5.6 Final Completion and Final Payment

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

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

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

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

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

**ARTICLE VI
THE OWNER**

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

**ARTICLE VII
THE CONTRACTOR**

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

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

Name	Function
_____	_____
_____	_____
_____	_____

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

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

breach of this Agreement.

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

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

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

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

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

payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

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

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

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

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

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

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

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

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Agreement. If the Project Director deems it necessary or advisable, the Project Director shall 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 (See Attachment B attached to this agreement). The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

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

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall than be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-job-site 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 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.** A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

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

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$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 Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law.

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

ARTICLE XIV MISCELLANEOUS

14.1 GOVERNING LAW AND VENUE

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

14.2 Successors and Assigns

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

14.3 Surety Bonds

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

14.4. Safety of Persons and Property

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

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

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

**ARTICLE XV
EQUAL EMPLOYMENT OPPORTUNITY**

15.1 Contractor's Employment Opportunity

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

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

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

**ARTICLE XVI
APPRENTICESHIP LAW REQUIREMENTS**

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort

and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

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

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

ARTICLE XVII ACCESS TO RECORDS

17.1 Access To Records (Chapter 119, Florida Statutes)

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

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

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

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

to each such request.

**ARTICLE XVIII
REVIEW OF RECORDS**

18.1 Review of Records

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

Owner

Contractor

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

_____ (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

By: _____
Signature of Authorized Representative

Joe Giammanco, Purchasing Manager
Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

ATTEST:
St. Johns County, FL Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Sr Assistant County Attorney

Date of Execution