

RESOLUTION NO. 2018 - 429

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-13 AND TO EXECUTE AN AGREEMENT FOR 16th STREET ROAD REPLACEMENT

RECITALS

WHEREAS, the County desires to enter into a contract with G&H Underground Construction, Inc. to complete the 16th Street Road Replacement; and

WHEREAS, The project requires the contractor furnish all labor, materials, equipment, and incidentals to complete 16th Street road replacement of existing pavement, base, subbase, and shoulder embankment within the limits of construction. The limits of construction encompass two distinctly related road building operations as follows: 1) the north travel lane from (center line to edge of pavement) Mickler Blvd west approximately 1,400 feet to the storm drain outfall AND 2) both east and west bound travel lanes reconstructed from north edge of pavement to south edge of pavement, extending from Mickler Boulevard East 1,800 feet to A1A Beach Blvd. Contractor shall provide all materials, equipment, and labor to complete the project including but not limited to maintenance of traffic, erosion control, existing asphalt/concrete removal, base course removal, construction of the new road; per minor collector standards, and shoulder/subbase repairs. Contractor shall meet edge of existing pavement elevations.

WHEREAS, through the County's formal Bid process, G&H Underground Construction, Inc. was the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 19-13 to G&H Underground Construction, Inc. and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 19-13.

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.

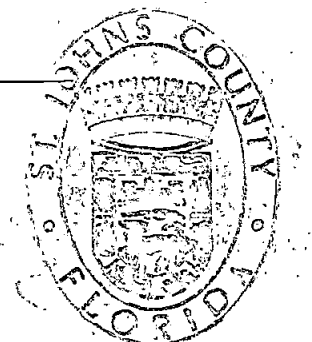
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of December, 2018.

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

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Sam Walther
Deputy Clerk

RENDITION DATE 12/20/18





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

This Contract Agreement ("Agreement") is made as of December 18, 2018 by and between **ST. JOHNS COUNTY, FL** ("Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **G&H Underground Construction, Inc.** ("Contractor"), with offices located at: 2200 N. Ponce De Leon Blvd. Ste. 11, St. Augustine, FL 32084, Phone: (904) 829-8199, and E-mail: ghunderground@bellshouth.net, under seal for Construction of **Bid No: 19-13, 16th Street Road Replacement**, hereinafter referred to as the "Project".

The Owner and the Contractor hereby agree as follows:

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

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following: Bid Documents, Exhibits A – H, Addendum 1, Bonds and Insurance, and Attachments "1" Davis Bacon Wage Determination & Attachment "2" FEMA Required Contract Clauses.

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

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

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

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

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

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a

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

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

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

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

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

1.6 Ownership of Contract Documents

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

**ARTICLE II
THE WORK**

2.1 Scope of Work

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

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

The scope of this project shall be complete road replacement of existing pavement, base, subbase, and shoulder embankment within the limits of construction. The limits of construction encompass two distinctly related road building operations as follows: 1) the north travel lane from (center line to edge of pavement) Mickler Blvd west approximately 1,400 feet to the storm drain outfall AND 2) both east and west bound travel lanes reconstructed from north edge of pavement to south edge of pavement, extending from Mickler Boulevard East 1,800 feet to A1A Beach Blvd. Contractor shall provide all materials, equipment, and labor to complete the project including but not limited to maintenance of traffic, erosion control, existing asphalt/concrete removal, base course removal, construction of the new road; per minor collector standards, and shoulder/subbase repairs. Contractor shall meet edge of existing pavement elevations.

All work shall be performed in accordance with the plans and specifications under Bid No. 19-13.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **One Hundred Twenty (120)** consecutive calendar days. Final Completion shall be reached by or before **Thirty (30)** consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of **\$1,099.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a total Lump Sum price of **Four Hundred Sixty Two Thousand Seven Hundred Eight Dollars and Zero Cents (\$462,708.00)**.

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

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

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

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

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

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

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

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

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

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

5.3 Withheld Payment

5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all

of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

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

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

damages.

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

ARTICLE VII THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings,

Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

Name	Function
_____	_____
_____	_____
_____	_____

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

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

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Agreement marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with

the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Submittals shall belong to Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

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

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

7.13 Safety

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

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

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

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

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

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

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

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements

of this Agreement. If the Project Director deems it necessary or advisable, the Project Director shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

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

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

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

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

8.2 Claims by the Contractor

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

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

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

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

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

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

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse

weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

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

between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

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

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

10.4 Minor Changes

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

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

and expenses made necessary thereby.

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

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

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

12.2 Termination by the Owner

12.2.1 For Convenience

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

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

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

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director.

If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

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

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

12.2.2 For Cause

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

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

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

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. **Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.** Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

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

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

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

The Contractor shall maintain during the life of the awarded Contract Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

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

ARTICLE XIV MISCELLANEOUS

14.1 Governing Law & Venue

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

14.2 Successors and Assigns

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

14.3 Surety Bonds

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

14.4 Safety of Persons and Property

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

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

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

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

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

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

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

15.2 Davis-Bacon Act

15.2.1 The Davis-Bacon and related Acts (DBRA) generally apply to contractors and subcontractors performing on federal and federally assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating). Laborers and mechanics performing on the site of the work of DBRA-covered contracts are entitled to receive prevailing wage rates for such work.

The Davis-Bacon and related Acts (DBRA) require that contractors and subcontractors performing on covered contracts pay any and all laborers and mechanics employed under the Contract, no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area, as provided by the Department of Labor, and as shown on **Attachment "1" Davis-Bacon Act; General Decision FL20170232 – Highway**, attached hereto.

15.2.2 Recordkeeping

Under the Davis-Bacon and related Acts, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

15.2.3 Reporting

Each covered contractor and subcontractor must, on a weekly basis, provide the contracting agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period, except that that full social security numbers and home addresses shall not be included on weekly transmittals, and instead the payrolls only need to include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). Each payroll submitted must be accompanied by a "Statement of Compliance" using page 2 of Form WH-347 Payroll (For Contractors Optional Use), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the contractor or subcontractor, or by an authorized officer or employee of

the contractor or subcontractor who supervises the payment of wages, and delivered to a representative of the federal or state agency in charge. This must be submitted within seven days after the regular pay date for the pay period. Form WH-347 and instructions are available at the following links: <https://www.dol.gov/whd/forms/wh347.pdf> and <https://www.dol.gov/whd/forms/wh347instr.htm>

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

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

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

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

ARTICLE XVII PUBLIC RECORDS

17.1 Public Records

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

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

BID NO: 19-13, 16th Street Road Replacement

Owner

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

By: _____
Signature of Authorized Representative

Printed Name

Title

Date of Execution

Contractor

G&H Underground Construction, Inc. (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Deputy County Attorney

Date of Execution

General Decision Number: FL180232 01/05/2018 FL232

Superseded General Decision Number: FL20170232

State: Florida

Construction Type: Highway

County: St Johns County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* SUFL2013-050.08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.14	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.35	0.00
ELECTRICIAN.....	\$ 21.87	0.00
FENCE ERECTOR.....	\$ 11.41	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.37	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.77	0.00

IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist).....	\$ 10.94	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.61	0.00
LABORER: Common or General.....	\$ 10.29	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.04	0.00
LABORER: Flagger.....	\$ 12.02	0.00
LABORER: Grade Checker.....	\$ 13.64	0.00
LABORER: Landscape & Irrigation.....	\$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 14.42	0.00
OPERATOR: Auger.....	\$ 12.43	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.86	0.00
OPERATOR: Boom.....	\$ 16.50	0.00
OPERATOR: Boring Machine.....	\$ 17.18	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.60	0.00
OPERATOR: Bulldozer.....	\$ 15.76	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.57	0.00
OPERATOR: Concrete Saw.....	\$ 15.09	0.00
OPERATOR: Crane.....	\$ 20.62	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Distributor.....	\$ 15.01	0.00
OPERATOR: Drill.....	\$ 14.71	0.00
OPERATOR: Forklift.....	\$ 12.02	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00

OPERATOR: Grader/Blade.....	\$ 18.21	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 16.07	0.00
OPERATOR: Loader.....	\$ 14.07	0.00
OPERATOR: Mechanic.....	\$ 18.20	0.00
OPERATOR: Milling Machine.....	\$ 15.27	0.00
OPERATOR: Oiler.....	\$ 14.92	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.32	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 12.61	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.97	0.00
OPERATOR: Tractor.....	\$ 12.91	0.00
OPERATOR: Trencher.....	\$ 20.17	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.36	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.47	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.85	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 13.70	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.23	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g.** The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

For the purposes of this section, “federally assisted construction contract” means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, “construction work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Compliance with the Copeland “Anti-Kickback” Act.

- a.** Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b.** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

3. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

7. Procurement of Recovered Materials.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;

- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

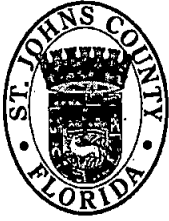
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

November 20, 2018

RE: Bid No: 19-13; 16th Street Road Replacement

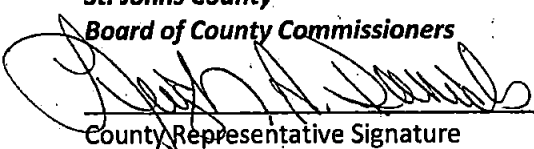
Please be advised that the Purchasing Department of St. Johns County is issuing this Notice of Intent to Award a contract to G&H Underground Construction, Inc. as the lowest responsive, responsible bidder for Bid No: 19-13; 16th Street Road Replacement. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 5:00 P.M., Wednesday, November 28, 2018.

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

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

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

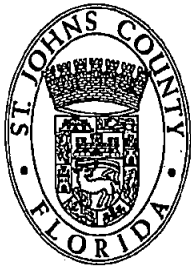
Sincerely,
St. Johns County
Board of County Commissioners



County Representative Signature

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

Date: 11/20/18



**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, County Engineer
FROM: April Bacon, Disaster Recovery Procurement Coordinator
SUBJECT: Department Approval for Bid No. 19-13, 16th Street Road Replacement
DATE: November 14, 2018

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 

Date 11/16/18

Budget Amount 2,000,000

Account Funding Title Disaster Recovery Local Road

Funding Charge Code 1221-56310-3031-56310

Award to G^oH Undergravel Const Inc

Award Amount 462,708

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE 16TH STREET ROAD REPLACEMENT

BID NUMBER 19-13

OPENING DATE/TIME November 14, 2018 2:00 PM

POSTING DATE/TIME FROM 11/14/18 3:00 PM UNTIL 11/19/18 3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF 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
TABULATED BY
VERIFIED BY

DIANA FYE *DF*
ERIN EDWARDS *EE*
APRIL BACON *AB*

PAGE (S) 1 of 1

BIDDERS	TOTAL LUMP SUM BID PRICE	BID BOND	ADDENDUM #1					
Hubbard Construction	\$519,150.00	YES	YES					
Abba Construction	\$597,100.00	YES	YES					
Barco-Duval Engineering	\$525,000.00	YES	YES					
G&H Underground Construction Inc	\$462,708.00	YES	YES					

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE 16TH STREET ROAD REPLACEMENT

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

OPENED BY
TABULATED BY
VERIFIED BY

DIANA FYE
ERIN EDWARDS
APRIL BACON

BID NUMBER 19-13

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME November 14, 2018 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

POSTING DATE/TIME FROM 11/14/18 3:00 PM UNTIL 11/19/18 3:00 PM

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	TOTAL LUMP SUM BID PRICE	BID BOND	ADDENDUM #1					
Hubbard Construction	\$519,150.00	YES	YES					
Abba Construction	\$597,100.00	YES	YES					
Barco-Duval Engineering	\$525,000.00	YES	YES					
G&H Underground Construction Inc	\$462,708.00	YES	YES					

BID AWARD DATE - _____

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

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

PROJECT: 16TH STREET ROAD REPLACEMENT

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

DATE SUBMITTED: 11/14/18

BID PROPOSAL OF

G&H Underground Construction, Inc

Full Legal Company Name

2200 N Ponce De Leon Blvd, Ste 11 St Augustine, Fl. 32084 904-829-8199

904-810-0531

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 19-13 -16th Street Road Replacement 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 bids quoted in this Bid Proposal summarized as follows:

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the total price submitted below. The submitted unit prices shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

FOR: 16TH STREET ROAD REPLACEMENT

TOTAL LUMP SUM BID PRICE: (As per plans and specifications)

\$ 462,708.00

Total Lump Sum Bid Price (Numerical)

Four hundred sixty two thousand seven hundred eight dollars /100 Dollars

Total Lump Sum Bid Price (Amount written or typed in words)

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

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

No.: 1 Date Received: 11-5-18

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

CORPORATE/COMPANY

Full Legal Company Name: G&H Underground Construction, Inc (Seal)

By: Wade Gibby Wade Gibby, President
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 2200 N Ponce De Leon Blvd. Suite 11 St Augustine, Fl. 32084

Telephone No.: (904) 829-8199 Fax No.: (904) 810-0531
Email Address for Authorized Company Representative: ghunderground@bellsouth.net
Federal I.D. Tax Number: 06-1747700 DUNS #: _____
(if applicable)

INDIVIDUAL

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

Address: _____

Telephone No.: (____) _____ Fax No.: _____
Email Address: _____
Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Florida Trench Safety Act Compliance Certificate
 - Attachment "F" – Conflict of Interest Disclosure Form
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Experience of Bidder Form
 - Attachment "I" – Drug Free Work Place Form
 - Attachment "J" – Claims/Liens/Litigation History
 - Attachment "K" – Equal Opportunity Report Statement
 - Attachment "L" – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions
 - Attachment "M" – Certification Regarding Lobbying
 - Attachment "N" – Certification of Non-segregated Facilities
 - Attachment "O" – Non-collusion Certification
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid
 - Exhibit "A" – FEMA-PA Required Provisions

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

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 Wade Gibby who being duly sworn, deposes and says he is President (Title) of the firm of G&H Underground Construction, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for **BID No. 19-13; 16th Street Road Replacement**, in St. Johns County, Florida.

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

G&H Underground Construction, Inc
(Bidder)

By Wade Gibby
President
(Title)

Sworn and subscribed to me this 14th day
of November, 2018.

Notary Public:
Jennifer Smith
Signature
Jennifer Smith
Printed



My commission Expires: 12-08-2021

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

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Wade Gibby, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Wade Gibby 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.

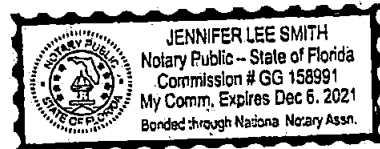
Wade Gibby
Secretary Corporate Seal

(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 Surety Merchants Bonding 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 14th day of November, 2018, A.D.

NOTARY PUBLIC
State of Florida-at-large



My Commission Expires: 12-06-2021

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

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

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

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

License Name	License #	Issuing Agency	Expiration Date
Underground Utility & Excavation	CUC1224124	Dept of Business & Professional Regulation	8-31-2020
St Johns Local Business Tax Receipt		St Johns County	9-30-2019
FDOT approved Drainage, Flexible Paving, Grading, Grassing, Seeding, Sodding, Sidewalk, Water & Sewer		Florida Dept of Transportation	6-30-19
7			

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE

2018/2019 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN CONSPICUOUS PLACE

ACCOUNT 25043
EXPIRES September 30, 2019

TYPE OF BUSINESS 000284 LAND CLEARING SERVICE

BUSINESS ADDRESS 2200 N PONCE DE LEON BLVD STE 11
ST AUGUSTINE, FL 32084

BUSINESS NAME G & H CONSTRUCTION
OWNER GIBBY WADE D & HARDWICK JEFFERY

MAILING ADDRESS 2200 N PONCE DE LEON BLVD #11
ST AUGUSTINE, FL 32084



X NEW BUSINESS TRANSFER	
ORIGINAL TAX	22.00
AMOUNT	22.00
PENALTY	.00
COLLECTION COST	
TOTAL	22.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

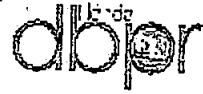
This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described herein when a franchise agreement, or county, commission, state, or federal permission or authority is required by county, state or federal law.

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED
PAID - 8145650-0000-0001-501 07/19/2018 22.00



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HARDWICK, JEFFERY L.
G & H UNDERGROUND CONSTRUCTION INC
4950 PORTER ROAD
ST AUGUSTINE FL 32095

LICENSE NUMBER: CUC1224124

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

3/15/2018

G&H UNDERGROUND CONSTRUCTION INC
2200 N PONCE DE LEÓN BLVD
ST AUGUSTINE, FLORIDA 32084

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2019. However, the new application is due 4/30/2019.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)

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

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Underground Utilities (Water & Sewer).

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

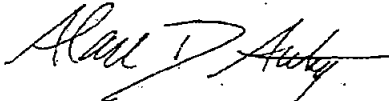
G&H Underground Construction, Inc.

Page Two

3/15/2018

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Autry". The signature is written in a cursive style with a long horizontal stroke at the end.

Alan Autry, Manager
Contracts Administration Office

AA:

JT:

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

All subcontractors are subject to approval of County. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

**NAME & ADDRESS OF
SUBCONTRACTORS/SUPPLIERS**

Testing

ECS / 7064 Davis Creek Rd, Jax, Fl. 32256

Asphalt

Keelco / 542752 US Hwy 1 , Callahan, Fl. 32011

Grading

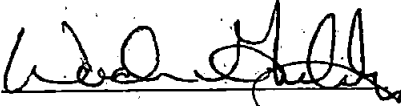
Maloy Grading / 6421 Sommerset Court, Jax, Fl. 32234

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "E"

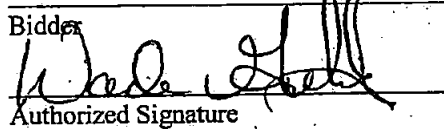
CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

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: 

G&H Underground Construction, Inc

Bidder


Authorized Signature

Date 11-14-18

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

ATTACHMENT "F"

Project (BID # 19-13) Number/Description: 16th Street Road Replacement

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:

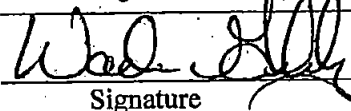
I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

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:

G&H Underground Construction, Inc

Authorized Representative(s) :


Signature

Wade Gibby, President

Print Name/Title

Signature

Print Name/Title

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "G"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE



G&HUNDE-01

JSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2018

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

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

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Joanne Smith, CIC		
	PHONE (A/C, No, Ext): (904) 353-3181	FAX (A/C, No): (904) 353-5722	
E-MAIL ADDRESS: Jsmith@cwppowellins.com			
INSURED G & H Underground Construction, Inc. 2200 N. Ponce de Leon Blvd., Ste. 11 Saint Augustine, FL 32084-2650	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Southern Owners Ins Co		10190
	INSURER B : Owners Insurance Co		32700
	INSURER C : Bridgefield Casualty Ins Co		10335
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		7824226118	06/07/2018	06/07/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5124226100	06/07/2018	06/07/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			5124226101	06/07/2018	06/07/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 0
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	19643270	06/07/2018	06/07/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
St. Johns County is an additional insured with respect to general liability per the attached policy forms.

CERTIFICATE HOLDER St. Johns County Board of County Commissioners Attn: Purchasing Office 2446 Debbs Road St. Augustine, FL 32086	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan Jordan</i>


BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

**ATTACHMENT "H"
EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the State Of Florida.

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

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

By: G&H Underground Construction, Inc 11-14-18
 Bidder  Date
 Authorized Signature

DATE OF CONTRACT AND POPULATION AT TIME OF SERVICE	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL,	CONTRACT AMOUNT	PROJECT DESCRIPTION
March 2017	Uni Florida IV, LLC 5975 Sunset Dr Miami, Fl. 33143 Contact: Kelly Moore 904-342-2535	1,343,702.90	Villages of Selyo 2B Installed water, sewer, and storm drain utilities and built city roads.
November 2014	Petticoat Schmitt Civil Contractors 6380 Philips Hwy Jacksonville, Fl. 32216 Tim Clay :904-365-4339	807,729.08	Dobbs / Kings Estate Rd Rebuilt and enlarged existing county intersection
August 2013- August 2015	City of Jacksonville Beach 1460 A Shelter Ave Jacksonville Beach, Fl. 32250 Dennis Dupries : 904-247-6229	3,597,507.20	Williams Coastal Blvd Heights and South Beach Infrastructure Removed and replaced sewer lines, water mains, and rebuilt roadways

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

Length of time in business: 13 Years Years

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

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "I"

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

G&H Underground Construction, Inc does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for Proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


Signature

11-14-18
Date

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "J"

CLAIMS/LIENS/LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

5. Have you ever abandoned a contract, been terminated for cause? Yes _____ No if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ if no, please explain why?

N/A

7. List the status of all pending claims currently filed against your company:

N/A

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "K"

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided,

however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Wade Gibby

SIGNATURE: 

TITLE: President

NAME OF FIRM: G&H Underground Construction, Inc

DATE: 11-14-18

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "L"

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

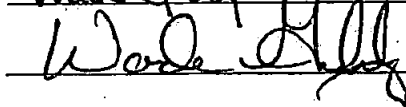
The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): Wade Gibby

SIGNATURE: 

TITLE: President

NAME OF FIRM: G&H Underground Construction, Inc.

DATE: 11-14-18

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "M"

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

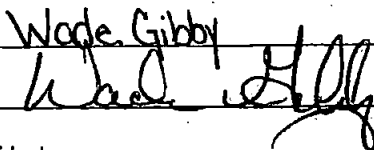
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, G&H Underground Construction, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): Wade Gibby
SIGNATURE: 
TITLE: President
NAME OF FIRM: G&H Underground Construction, Inc
DATE: 11-14-18

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "N"

**St. Johns County
Certification of Non-segregated Facilities**

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.


Signature of Contractor

President
Title

11-14-18
Date

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "O"

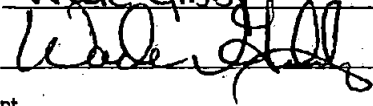
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Wade Gibby

SIGNATURE: 

TITLE: President

DATE: 11-14-18

NAME OF FIRM/PARTNERSHIP/CORPORATION:

G&H Underground Construction, Inc (Corporation)

Wade Gibby - President

Jeff Hardwick - Treasurer

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that G. & H Underground Construction, Inc. as Principal, and Merchants Bonding Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Not to Exceed Five Percent 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 November 14th, 20 18.

For
16th Street Road Replacement
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 14th day of November A.D., 2018, 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: 19-13, 16TH STREET ROAD REPLACEMENT

WITNESSES:

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

WITNESSES:

Jennifer Smith
Deirdre Bernathy

Wade Hill
PRINCIPAL

G & H Underground Construction, Inc.
NAME OF FIRM:

Wade Hill
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President
TITLE

2200 N. Ponce de Leon Blvd., Ste. 11
BUSINESS ADDRESS

St. Augustine, FL 32084
CITY STATE

WITNESS:

Kenneth R. ...

SURETY:

Merchants Bonding Company
CORPORATE SURETY

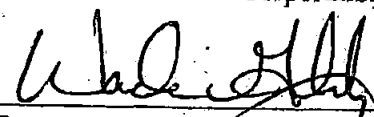
Benjamin K. Powell, Attorney-in-Fact
ATTORNEY-IN-FACT (AFFIX SEAL)
P.O. Box 14498, Des Moines, IA 50306
BUSINESS ADDRESS

CITY STATE

Cecil W. Powell & Company
NAME OF LOCAL INSURANCE AGENCY

ATTACHMENT C
CERTIFICATES AS TO CORPORATE PRINCIPAL

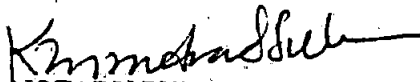
I, Wade Gibby, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Wade Gibby who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine, and that said bond was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


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 Merchants Bonding Company and that he has been authorized by Merchants Bonding 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 14th day of November, 2018, 2000, A.D.


NOTARY PUBLIC
State of Florida-at-large

KASSANDRA S. SULLINS
Notary Public, State of Florida
My Comm. Expires 06/22/2022
Commission No. GG202445

My Commission Expires: 06/22/2022

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

Bid No. ¹⁹⁻¹³ ~~0037~~

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April, 2017.

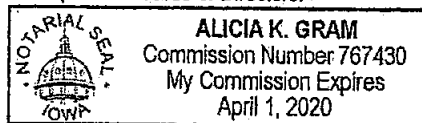


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

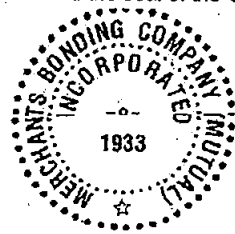


Alicia K. Gram
Notary Public

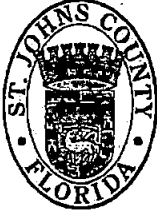
(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of November, 2018.



William Warner Jr.
Secretary



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

November 5, 2018

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 19-13; 16th Street Road Replacement

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, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, April Bacon; Disaster Recovery Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Questions/Responses:

1. We are pre-qualified with FDOT for flexible paving, is that qualification sufficient to bid this project?

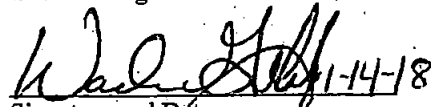
Answer: Prime or Sub-contractor, need to be FDOT pre-qualified in all aspects of the project scope. Flexible pavement is only one of the subject areas described in the scope and is not singly sufficient.

2. We would like to see if there is an Engineers Estimate on this project.

Answer: An engineer's estimate of cost is not available for this project.

THE BID DUE DATE REMAINS: Wednesday, November 14, 2018 at 2:00 P.M.


Acknowledgment


Signature and Date

Wade Gibby, President
Printed Name and Title

G*H Underground Const. Inc.
Company Name (Print)

Sincerely,


April Bacon
Disaster Recovery Procurement Coordinator
Purchasing Department

END OF ADDENDUM #1

**CONSTRUCTORS QUALIFICATION QUESTIONNAIRE
ORGANIZATION AND BACKGROUND**

Name: G & H Underground Construction Inc.

Address: 2200 N Ponce De Leon Blvd Ste 11 **City, State, Zip:** St. Augustine, Florida
32084

Phone: 904-829-8199 **Fax:** 904-810-0531

Fed I.D.# 06-1747700 **Contractors License Number:** CUC1224124

Date business formed: May 5, 2005 **Date Incorporated:** May 5, 2005

PRINCIPLE OFFICERS OF THE COMPANY

Name: Wade Gibby
Position: President / Owner
% of ownership: 50%
Experience: 40 years Sup. & GM

Name: Jeffery Hardwick
Position: Treasurer / Owner
% of Ownership: 50%
Experience: 36 years Sup. & GM

TYPE OF WORK PERFORMED:

Commercial Roadwork
Excavation Water System
Sewers Storm Systems

GEOGRAPHICAL AREAS OF OPERATION:

St. Johns County Volusia County
Duval County Flagler County
Clay County

LIST OF MOST RECENT CONTRACTS IN LAST TEN YEARS:

City of St Augustine
75 King St
St Augustine, Fl. 32085

Contract Amount: 597,242.20
October 2018 - Present

Project: Pump Station # 3
Replacement

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl. 32084

Contract Amount: 680,500.00
June 2018 - Present

Project: Ocean Oaks,
Food Lion, and Cypress Lakes
Lift Station Upgrades

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl. 32084

Contract Amount: 1,145,016.00
May 2018 - Present

Project: Shores WWTP
Master Pump Station
Replacement

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl. 32084

Contract Amount: 730,000.00
March 2018 - Present

Project: Cranes Lake,
Remington, and Merganzer
Lift Station Upgrades

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl. 32084

Contract Amount: 530,240.00
June 30 2017 - Present

Project: Ocean Village Club
Raintree, & Anastasia Oaks
Lift Station

Uniflorida IV LLC
5975 Sunset Drive
Miami, Fl. 33143

Contract Amount: 3,798,772.34
March 2017 - Present

Project: Villages of Selyo
3A & 3B

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl. 32084

Contract Amount: 1,141,950.00
July 2017 - Present

Project: 16th Street Reclaimed
Water Main & Force Main
Improvements

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl .32084

Contract Amount:530,240.00
June 30 2017 – Present

Project: Ocean Village Club
Raintree, & Anastasia Oaks
Lift Station

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl .32084

Contract Amount:476,360.00
June 30 2017 – Present

Project: Ponce De Leon Villas,
Raintree, & Anastasia Oaks
Lift Station

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl .32084

Contract Amount:362,942.97
March 2017 – November 2017

Project:Six Mile 1 Master Lift
Station Improvements

Uniflorida IV LLC
5975 Sunset Drive
Miami, Fl. 33143

Contract Amount: 1,343,702.90
March 2017 - Present

Project: Villages of Selo
y 2B

City of St Augustine
75 King St
St Augustine, Fl. 32085

Contract Amount: 561,213.72
February 2017- July 2017

Project: Davenport Park / County
Library

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl .32084

Contract Amount:191,816.05
November 2016 – July 2017

Project: Stone Gate Lift Station
Improvements

R.B. Gay Construction
P.O. Box 3995
Jacksonville, FL 32206
Contact: Alan Reeves

Contract Amount: \$319,623.00
January 2017 - Present
Phone: 904-354-8201

Project: 2nd St North Parking
Lot Improvements
Jacksonville Beach

City of St Augustine
75 King St
St Augustine, Fl. 32085

Contract Amount: 267,799.20
July 2016 – January 2017

Project: Pump Station 50-51
Force Main Improvements

City of St Augustine
75 King St
St Augustine, Fl. 32085

Contract Amount: 441,611.34
June 2016 - Jan 2017

Project: Sidney Storm Water
Improvements

Petticoat Schmitt Civil Contractors
6380 Philips Hwy
Jacksonville, Fl. 32216

Contract Amount:238,041.28
June 2016 – November 2016

Project: Racetrack Road Widening

Coastal Contracting
3491 Pall Mall Dr Ste 201
Jacksonville, FL. 32257

Contract Amount: 397,704.51
April 2016 – September 2016

Project: Gates of St Johns

Uniflorida IV LLC
5975 Sunset Drive
Miami, Fl. 33143

Contract Amount: 1,215,823.20
August 2016 - Present

Project: Villages of Selo
y 2A

Uniflorida IV LLC
5975 Sunset Drive
Miami, Fl. 33143

Contract Amount: 265,000
April 2016- Present

Project: Villages of Selo
Lift Station 1

St Johns County Purchasing
500 San Sebastian View
St Augustine, Fl. 32084

Contract Amount: 294,305.00
April 2016 - Present

Project: Lift Station Imp
Osprey & Sawgrass Marriott

Flores Construction Co.
5470 East Busch Blvd #511

Contract Amount: 280,521.00
March 2016 – Present

Project: City of Jacksonville Beach
South Beach Park Pond Removal

City of Jacksonville Beach
11th North Third St
Jacksonville Beach, Fl.
32250

Contract Amount \$ 1,303,131.40

Project: Ocean Forest
Drainage Improvements

City of St Augustine
75 King St
St Augustine, Fl. 32085

Contract Amount: 185,961.00

Project: Isla Drive Drainage
Improvements

City of Atlantic Beach
1200 Sandpiper Lane
Atlantic Beach. Fl. 32233

Contract Amount: 91,150.00

Project: Russell Park
Multi Purpose Path

City of Atlantic Beach
1200 Sandpiper Lane
Atlantic Beach. Fl. 32233

Contract Amount: 380,000.00

Project: Salt Air Neighborhood
Storm Water Improvements

City of St Augustine
75 King St
St Augustine, Fl. 32085

Contract Amount: 957,551.00

Project: Magnolia Ave Area
Water Main Improvements

Petticoat Schmitt Civil Contractors
6380 Philips Hwy
Jacksonville, Fl. 32216

Contract Amount: 807,729.08
November 2014 – September 2015

Project: Dobbs Rd / Kings Estate Rd

City of Jacksonville Beach
11th North Third St
Jacksonville Beach, Fl.
32250
Beach Infra.

Contract Amount \$ 3,597,507.20
May 2013 - March 2015

Project: Williams Coastal Blvd
Heights & South

City of St Augustine
75 King St
St Augustine, Fl. 32085

Contract Amount \$605,209.98

Project: Abbott Tract Utility Imp.

City of St Augustine
75 King St
St Augustine, Fl. 32085

Contract Amount \$50,842.00
July 2014 - September 2014

Project: Palmetto Ave
City of St Augustine Maintenance

City of Jacksonville Beach
11th North Third St
Jacksonville Beach, Fl. 32250

Contract Amount \$ 865,868.86
February 2014 - January 2015

Project: Phase IIIB Improvements

City of St Augustine
75 King St
St Augustine, Fl. 32085

Contract Amount \$169,105.50

Project: North City Imp
Old Mission Ave Water Main

C&D Construction, Inc
P.O. Box 236577
Cocoa, Fl. 32923-6577

Contract Amount \$445,369.53

Project: Avenida Menendez
Seawall

City of Jacksonville Beach
11 North Third St
Jacksonville, Fl. 32250

Contract Amount \$633,010.00

Project : 12th Ave South
Erosion Control

City of St Augustine
75 King St
St Augustine , Fl. 32084

Contract Amount : \$340,587.01

Project: Palmer St water Main
Upgrade

City of Jacksonville Beach
11 North third St
Jacksonville , Fl. 32250

Contract Amount \$ 171,162.00

Project: Water main Valve
Rep. Various Locations

City of St Augustine
75 King St
St Augustine, Fl. 32084

Contract Amount \$467,990.00

Project: Lincolnville Water Main
Improvements

<p>City of Jacksonville Beach 11 North Third St Jacksonville, Fl. 32250</p>	<p>Contract Amount \$521,116.70 June 2012 – May 2013</p>	<p>Project : Duval Drive Roadway & Drainage Improvement</p>
<p>City of St Augustine 75 King St St Augustine , Fl. 32084</p>	<p>Contract Amount : \$ 719,080.00</p>	<p>Project: Lift Station 51 & 52</p>
<p>City of Jacksonville Beach 11 North third Street Jacksonville, Fl. 32250</p>	<p>Contract Amount : \$532,515.00</p>	<p>Project: Modification to LS # 3</p>
<p>City of St Augustine 75 King St St Augustine , Fl. 32084</p>	<p>Contract Amount : \$ 268,275.00</p>	<p>Project: Storm Water Upgrades</p>
<p>City of Jacksonville Beach 11 North Third Street Jacksonville, FL 32250 Contact Junior Lilly</p>	<p>Contract Amount: \$455,000.00 Phone: 904-247-6286</p>	<p>Project: Lake Mildred Storm Water Pump station</p>
<p>City of Jacksonville Beach 11 North Third Street Jacksonville, FL 32250 Contact Junior Lilly</p>	<p>Contract Amount: \$455,000 Phone: 904-247-6286</p>	<p>Project: 2nd & 4th Ave North Water Main Imp.</p>
<p>City Of St Augustine 75 King Street St Augustine Fl, 32084 Attn: Marcus Pinson</p>	<p>Contract Amount: \$44,750.00 Contract Amount: \$55,559.00 Contract Amount: \$37,391.00 Marcus Pinson: 904-209-4278</p>	<p>Project: Ribault Project: Andreas Project: North Matanzas</p>
<p>City Of St Augustine 75 King Street St Augustine Fl, 32084 Attn: Marcus Pinson</p>	<p>Contract Amount: \$72,000.00 Phone: 904-209-4278</p>	<p>Project: Pump Station No 2 Rehabilitation</p>
<p>St Johns County 2446 Dobbs Rd St Augustine, Fl. 32086 Aaron Zambo</p>	<p>Contract Amount: \$413,953.00 Phone: 904-209-2628</p>	<p>Project: Sevilla Gardens Sewer System Improvements</p>
<p>St Johns County 2446 Dobbs Rd St Augustine, Fl. 32086 Aaron Zambo</p>	<p>Contract Amount: \$838,393.40 Phone: 904-260-6288</p>	<p>Project: Woodland West Subdivision . Sewer System Imp.</p>

City Of Palatka
201 North 2nd St
Palatka, FL 32177
Daryl Myers

Contract Amount: \$819,419.72

Project: Dunham Street Water Main
Extension

Phone: 904-260-6288

Pat Cook Construction
1904 Manatee Ave W #300
Bradenton, FL 34205
Mark Coyne

Contract Amount: \$100,650.00

Project: Wards Creek &
Timberlin Creek Elementary
Sewer/Gravity

Phone: 941-749-1959

City of Atlantic Beach

Project
800 Seminole Road
Atlantic Beach, FL 32233
Contact: Rick Carper

Contract Amount: \$39,252.68

Project: George Street Sidewalk
and Drainage CDBG

Phone: 904-247-5834

St. Johns County BOCC
2740 Industry Center Road
St. Augustine, FL 32084
Contact Joan Anderson

Contract Amount: \$195,011.00

Project: Shores Blvd
Pipe Replacement

Phone: 904-209-0128

St. Johns County BOCC
1205 SR 16
St. Augustine, FL 32084
Contact Robert Zammataro, PE

Contract Amount: \$490,761.98

Project: Treasure Beach
Water Main Improvements

Phone: 904-209-2604

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085
Contact: Paul Spangler

Contract Amount: \$21,529.00

Project: Pump Station
23 Repairs

Phone: 904-825-1042

City of Jacksonville Beach
11 North Third Street
Jacksonville, FL 32250
Contact Junior Lilly

Contract Amount: \$1,519,325.95

Project: Infrastructure
Improvements Parts A, B & C

Phone: 904-247-6286

R.B. Gay Construction
P.O. Box 3995
Jacksonville, FL 32206
Contact: Alan Reeves

Contract Amount: \$778,727.87

Project: EOC

Phone: 904-354-8201

Ruggeri Construction
815 S.R. 206 East
St. Augustine, FL 32086

Contract Amount: \$156,960.00

Project: Forest Oaks

Phone: 904-797-0201

Halifax Paving

Contract Amount: \$ 2,350,000 Project: Conservatory

P.O. Box 730549
Ormond Beach, FL. 32173
Contact: Ruth

PCI
3702 Olson Drive
Daytona Beach, FL. 32124
Contact: Cathy Cobb

Contract Amount: \$ 1,070,000 Project: Old Kings Road
Tymber Creek
Phone: 386-258-3807

R.B. Gay Construction Contract Amount: \$ 1,010,000
P.O. Box 3995
Jacksonville, FL. 32206
Contact: George Durance

Project: St. Johns Co. Fire &
Rescue

Phone: 904-354-8201

Cats Paw Marina
220 Nix Boat Yard Rd.
St. Augustine, FL. 32086
Contact: Sonya Jenson

Contract Amount: \$ 327,000 Project: Cats Paw Marina

Phone: 904-829-0840

Lucas Marine
1100 Shelter Ave.
Jacksonville, FL. 32250
Contact: Frank Subjenski

Contract Amount: \$ 172,400 Project: FLA # *8 Shoreline

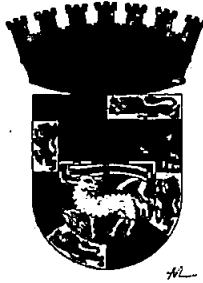
Phone: 904-246-6017

ADDITIONAL REFERENCES:

Dennis Deprise
11 North Third St
City of Jacksonville Beach
Jacksonville Beach, 32250
Email : ddupries@jaxbchfl.net
904-247-6286

Bill Mendez
City of St Augustine
75 King St
St Augustine, Fl. 32085
Email: bmendez@citystaug.com
904-825-1040

Rueben Franklin
City of St Augustine
75 King St
St Augustine, Fl. 32085
Email: rfranklin@citystaug.com
904-209-4279



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

BID NO: 19-13

16TH STREET ROAD REPLACEMENT

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
904.209.0150
www.sicfl.us/Purchasing/index.aspx**

FINAL 10/12/18

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

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

“E” – Florida Trench Safety Act Compliance Certificate

“F” – Conflict of Interest Disclosure Form

“G” – Proof of Insurance

“H” – Experience of Bidder Form

“I” – Drug Free Work Place Form

“J” – Claims/Liens/Litigation History

“K” – Equal Opportunity Report Statement

“L” – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –
Primary Covered Transactions

“M” – Certification Regarding Lobbying

“N” – Certification of Non-segregated Facilities

“O” – Non-collusion Certification

Bid Bond

PROJECT SPECIFICATIONS

EXHIBITS (*SEPARATE ATTACHMENTS*)

EXHIBIT A – PROJECT LOCATION

EXHIBIT B – LIMITS OF CONSTRUCTION

EXHIBIT C – MINOR COLLECTOR STANDARDS

EXHIBIT D – GEOTECHNICAL REPORT

EXHIBIT E – MAILBOX STANDARD DETAIL NO. 116

EXHIBIT A – FEMA REQUIRED PROVISIONS

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, November 14, 2018 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 19-13; 16th Street Road Replacement**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work: The scope of this project shall be complete road replacement of existing pavement, base, subbase, and shoulder embankment within the limits of construction. The limits of construction encompass two distinctly related road building operations as follows: 1) the north travel lane from (center line to edge of pavement) Mickler Blvd west approximately 1,400 feet to the storm drain outfall AND 2) both east and west bound travel lanes reconstructed from north edge of pavement to south edge of pavement, extending from Mickler Boulevard East 1,800 feet to A1A Beach Blvd. Contractor shall provide all materials, equipment, and labor to complete the project including but not limited to maintenance of traffic, erosion control, existing asphalt/concrete removal, base course removal, construction of the new road; per minor collector standards, and shoulder/subbase repairs. Contractor shall meet edge of existing pavement elevations. All specifications shall meet or exceed St. Johns County and Florida Department of Transportation Standards, whichever is more stringent.

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida, possess a Local Business Tax Receipt for St. Johns County, FL, and have successfully completed at least three (3) projects of the type, size and dollar value of the construction proposed for this project in the past five (5) years. Additionally, the prime or sub-contractor performing the work shall be currently FDOT Pre-Qualified. Bidders must not have been under any contract that was terminated by the County "for cause" within the past calendar year.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 19-13 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. Bid Documents may also be requested, in writing, from April Bacon Disaster Recovery Procurement Coordinator, St. Johns County Purchasing, via email to abacon@sjcfl.us.

Any and all questions or requests for information related to this Bid must be submitted *in writing* by or before five o'clock (5:00 P.M.) on **Thursday, November 1, 2018**, to the Designated Point of Contact provided below:

Designated Point of Contact: April Bacon, Disaster Recovery Procurement Coordinator
SJC Disaster Recovery/Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
Email: abacon@sjcfl.us
Phone: (904) 209-0160

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, CPPB Procurement Supervisor, at ldaniels@sjcfl.us.

Interested firms shall not contact, lobby, or otherwise communicate with any St. Johns County staff member, including any member of the Board of County Commissioners, except the above referenced individual from the point of advertisement of the solicitation, 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 result in disqualification from consideration for award of a contract for these services.

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 reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either

electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk

**FRONT END
BID DOCUMENT**

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 19-13; 16th Street Road Replacement

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The County, 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 County 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 County 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 County or its Representative **seven (7) days** prior to Bid receiving date, however, the County 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 County 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 manager'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.

DESIGNATED POINT OF CONTACT

The Designated Point of Contact for this Bid is April Bacon, Disaster Recovery Procurement Coordinator, St. Johns County Disaster Recovery/Purchasing Division; abacon@sjcfl.us.

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more business days, bidders may contact Leigh Daniels, CPPB Procurement Supervisor, at ldaniels@sjcfl.us.

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

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to April Bacon, Disaster Recovery Procurement Coordinator, SJC Disaster Recovery/Purchasing Division, via email to abacon@sjcfl.us. **Questions are due no later than five o'clock (5:00 P.M.) on Thursday, November 1, 2018**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

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

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

BID SUBMITTAL REQUIREMENTS

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

Bid proposals must be placed in an envelope, sealed and 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: 19-13 - Sealed Bid for 16th Street Road Replacement".

See Example Below:

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

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

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

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

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

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

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

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

BID SECURITY

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

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County

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

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

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

BID BOND INSTRUCTIONS

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

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

BID POSTPONEMENT/CANCELLATION

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

MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

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

COSTS INCURRED BY BIDDERS

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

CONSIDERATION OF BIDS

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

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

procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the 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 County 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 County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the County to award a contract to the vendor who submits the lowest responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

MINIMUM QUALIFICATION OF CONTRACTORS

Bidders must be fully licensed to do business in the State of Florida, possess a Local Business Tax Receipt for St. Johns County, FL, and have successfully completed at least three (3) projects of the type, size and dollar value of the construction proposed for this project in the past five (5) years. Additionally, the prime or sub-contractor performing the work shall be currently FDOT Pre-Qualified. Bidders must not have been under any contract that was terminated by the County "for cause" within the past calendar year.

Each Bidder must complete Attachment "C" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above.

SUB-CONTRACTORS

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

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

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

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

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

approval of the County.

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the bidder is not a DBE/MBE/WBE firm the contractor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors **OR**
2. If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

Required services shall be performed in accordance with applicable local, state, and federal rules, laws, codes and regulations from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP), as well as any other applicable, governing agencies, and their recovery, reimbursement, and assistance programs.

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.

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 COUNTY AND CONTRACTOR

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

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

CONTRACT TIME – LIQUIDATED DAMAGES

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

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

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

Conditions under which Liquidated Damages are Imposed:

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

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

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney’s fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone

for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

TERMINATION

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

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

Issuance of more than one (1) Notification of Default shall be cause for termination. If, at any time, the Contract Agreement with the awarded Contractor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that Contractor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

TAXES

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

INSURANCE

The Contractor shall not commence work under the awarded Contract Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract Agreement.

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

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

The Contractor shall maintain during the life of the awarded Contract Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract Agreement, 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 the awarded Contract Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

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

GOVERNING LAWS & REGULATIONS

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

For the projects awarded under this contract relating to an Emergency declaration, the Consultant will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

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

PROJECT: 16TH STREET ROAD REPLACEMENT

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 19-13 –16th Street Road Replacement 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 bids quoted in this Bid Proposal summarized as follows:

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the total price submitted below. The submitted unit prices shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

FOR: 16TH STREET ROAD REPLACEMENT

TOTAL LUMP SUM BID PRICE: (As per plans and specifications)

\$ _____
Total Lump Sum Bid Price (Numerical)

Total Lump Sum Bid Price (Amount written or typed in words) /100 Dollars

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

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

Email Address for Authorized Company Representative: _____

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

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Florida Trench Safety Act Compliance Certificate
 - Attachment "F" – Conflict of Interest Disclosure Form
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Experience of Bidder Form
 - Attachment "I" – Drug Free Work Place Form
 - Attachment "J" – Claims/Liens/Litigation History
 - Attachment "K" – Equal Opportunity Report Statement
 - Attachment "L" – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions
 - Attachment "M" – Certification Regarding Lobbying
 - Attachment "N" – Certification of Non-segregated Facilities
 - Attachment "O" – Non-collusion Certification
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid
 - Exhibit "A" – FEMA-PA Required Provisions

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for **BID No. 19-13; 16th Street Road Replacement**, in St. Johns County, Florida.

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

(Bidder)

By: _____

(Title)

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

Notary Public:

Signature

Printed

My commission Expires: _____

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

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of 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: 19-13, 16TH STREET ROAD REPLACEMENT

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

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

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

License Name	License #	Issuing Agency	Expiration Date

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

All subcontractors are subject to approval of County. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

**NAME & ADDRESS OF
SUBCONTRACTORS/SUPPLIERS**

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "E"

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

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

ATTACHMENT "F"

Project (BID # 19-13) Number/Description: **16th Street Road Replacement**

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: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "G"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

**ATTACHMENT "H"
EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the State Of Florida.

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

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

By: _____ Date _____
 Bidder _____

 Authorized Signature

DATE OF CONTRACT AND POPULATION AT TIME OF SERVICE	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL,	CONTRACT AMOUNT	PROJECT DESCRIPTION

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

Length of time in business: _____ Years

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

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "I"

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for Proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

ATTACHMENT "J"

CLAIMS/LIENS/LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a contract, been terminated for cause? Yes _____ No _____ if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ if no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "K"

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided,

however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "L"

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions; as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT "M"

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "N"

**St. Johns County
Certification of Non-segregated Facilities**

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Contractor

Title

Date

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

ATTACHMENT "O"

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

For
16th Street Road Replacement
St. Johns County, Florida

NOW THEREFORE,

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

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

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

BID NO: 19-13, 16TH STREET ROAD REPLACEMENT

EXHIBIT A

**FEMA REQUIRED PROVISIONS
(2 CFR 200)**

The awarded Contractor will comply will all applicable federal law, regulations, executive orders, including FEMA policies, procedures, and directives herein.

1. Energy Policy and Conservation Act

The awarded Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Reference 2 CFR 200 A II (h)

2. Compliance with the Copeland "Anti-Kickback" Act

A. Contractor. The awarded Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The awarded Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Reference 2 CFR 200 A II (d)

3. Compliance with the Contract Work Hours and Safety Standards Act

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Reference 2 CFR 200 A II (e)

4. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Clean Air Act:

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II

6. Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II

7. Procurement of Recycled/Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2) Meeting contract performance requirements; or
- 3) At a reasonable price.

B. Compliance with Federal Law, Regulations Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Reference 2 C.F.R. § 200.322

8. , and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Reference Financial Services and General Government Appropriations Act, 2015, Pub. L. No. 113-83, Division E, § 724 (2015); DHS Standard Terms and Conditions, v 3.0, II (Dec. 4, 2013).

9. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Reference 31 U.S.C. §§ 3729-3733

11. Non-Segregated Facilities

The Contractor and each subcontractor shall comply with the Certification of Non-segregated Facilities supplied in these Contract Documents and this Certification shall be a part of the Contract Documents. By submission of a RFP, the Bidder and all subcontractors certify that they have familiarized themselves with the certification and that they will comply with the requirements set forth in the Certification.

12. Americans with Disabilities Act of 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

Reference DHS Standard Terms and Conditions, v 3.0, V (Dec. 4, 2013); Standard Form 424D, 10.

13. Equal Opportunity

All eligible businesses, including Small Local Business Enterprises (SLBEs) Disadvantaged Business Enterprises (DBEs) and Women/Minority Business Enterprises (WMBEs) shall be afforded a full opportunity to participate in any award made by the County pursuant to this Request for Proposals and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

The County prohibits any awarded firm awarded a contract, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards.

Reference 2 CFR 200.321

14. Sub-Contractors

If the awarded Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under the awarded Contract.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable alternate sub-contractor, at no increase in pricing. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent from further consideration of award under this RFP.

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

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

The awarded contractor shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section.

Reference 2 CFR 200.321(b)(6)

15. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Reference 2 CFR 200 A II (j)

16. Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Reference Chapter IV, 6.d and 12.a.ix; 2 C.F.R. Part 200, Appendix II, I; DHS Standard Terms and Conditions, v 3.0, X (Dec. 4, 2013)

17. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC § 1701u, and carry out its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" from 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u titled "Economic Opportunities for Low- and Very Low- Income Persons" (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by FEMA assistance or FEMA-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of FEMA assistance for housing.
2. The parties to this contract agree to comply with FEMA's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the

contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.


4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. AGREEMENT NUMBER: H2338
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future FEMA assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SEALED BID MAILING LABEL

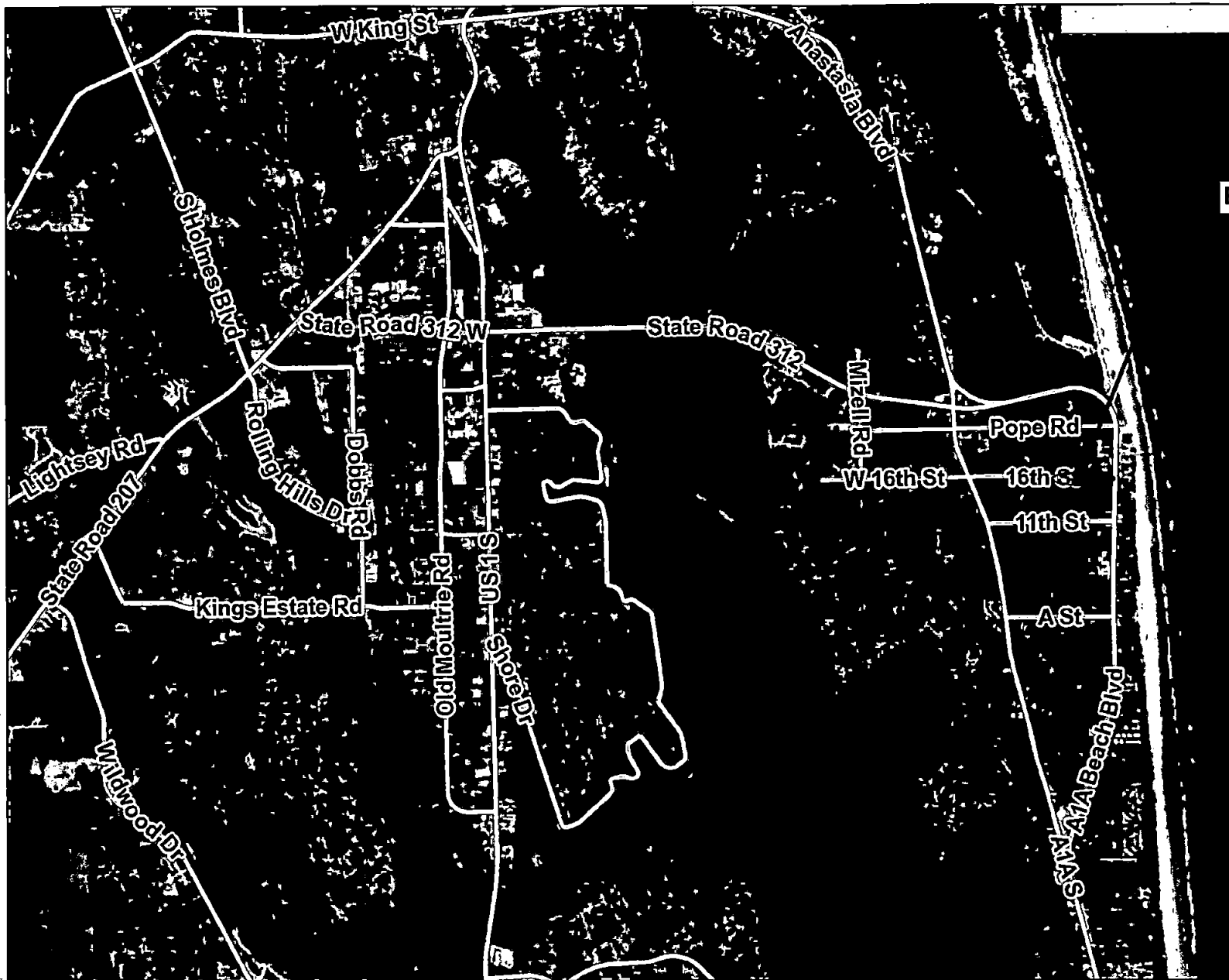
BID No. 19-13; 16th Street Road Replacement

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 19-13
BID TITLE:	16th Street Road Replacement
DUE DATE/TIME:	By 2:00PM, Wednesday, November 14, 2018
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Bacon 500 San Sebastian View St St. Augustine FL 32084



END OF BID DOCUMENT



Project Location

**Bid No.
19-13
Specification
Exhibit A**

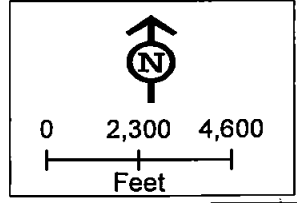
Map created with St. Johns County's IMap

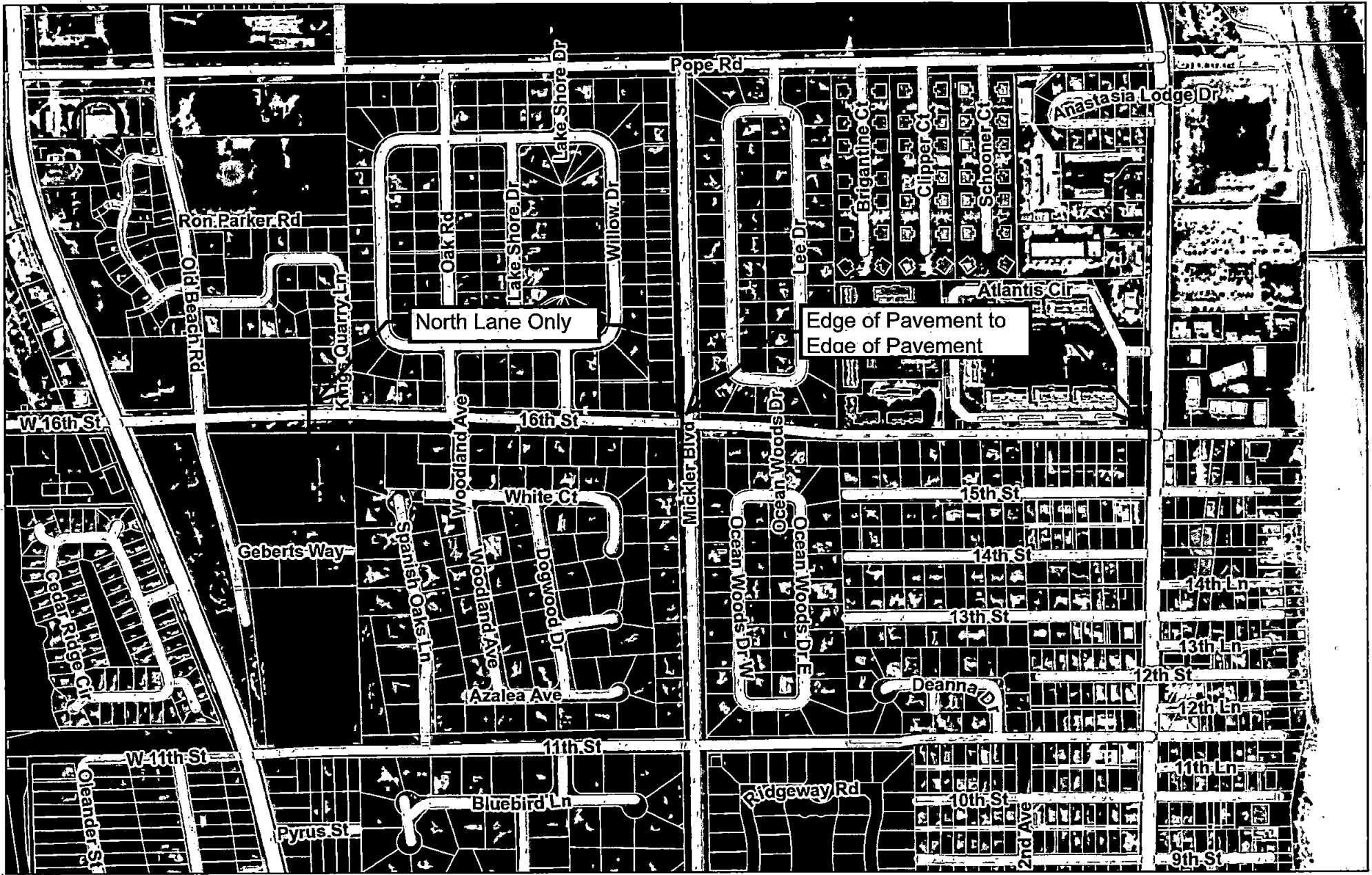
DISCLAIMER:

This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown herein.

Date: 9/11/2018

**16th Street
Project Location**





Map created with St. Johns County's iMap

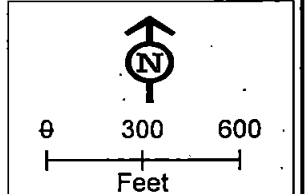
DISCLAIMER:
 This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

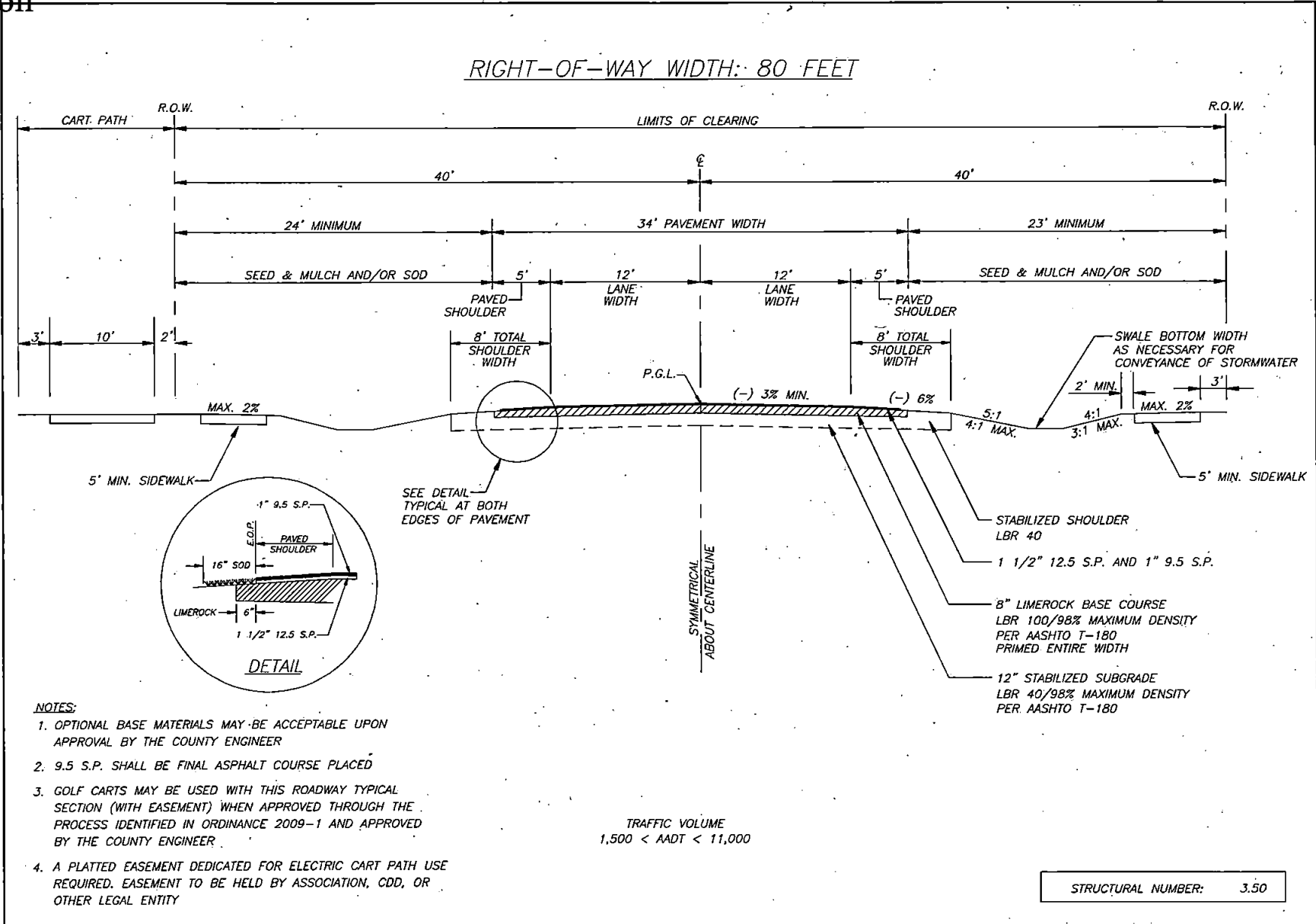
Date: 9/13/2018

16th Street

Limits of Construction

Bid No. 19-13
 Specification
Exhibit B





NOTES:

1. OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE COUNTY ENGINEER
2. 9.5 S.P. SHALL BE FINAL ASPHALT COURSE PLACED
3. GOLF CARTS MAY BE USED WITH THIS ROADWAY TYPICAL SECTION (WITH EASEMENT) WHEN APPROVED THROUGH THE PROCESS IDENTIFIED IN ORDINANCE 2009-1 AND APPROVED BY THE COUNTY ENGINEER
4. A PLATTED EASEMENT DEDICATED FOR ELECTRIC CART PATH USE REQUIRED. EASEMENT TO BE HELD BY ASSOCIATION, CDD, OR OTHER LEGAL ENTITY

<p>ST JOHNS COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 2740 Industry Center Road ST AUGUSTINE, FLORIDA 32084 Phone (904) 209-0110 • Fax. (904) 209-0140</p>	REVISION	DESIGN DETAIL	EFFECTIVE DATE:
	10/09	MINOR COLLECTOR-2 LANE-80' R.O.W.	DETAIL NO. 103
		TYPICAL SWALED SECTION	APPROVED:
			 H.P. TOMPKINS, JR., P.E. COUNTY ENGINEER

Bid No. 19-13

Specification

Exhibit D



Geotechnical ■ Construction Materials ■ Environmental ■ Facilities

**REPORT OF
GEOTECHNICAL EXPLORATION AND ENGINEERING SERVICES
16TH STREET AND A1A BEACH BOULEVARD PAVEMENT REPAIRS
ST. AUGUSTINE BEACH, FLORIDA
E&A PROJECT NO. 35-25236
CLIENT ID: 0382**

Prepared for:

St. Johns County Engineering
St. Johns County Board of County Commissioners
2740 Industry Center Road
St. Augustine, Florida 32084

Prepared by:

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

June 8, 2017



Geotechnical ■ Construction Materials ■ Environmental ■ Facilities

June 8, 2017

Mr. Tommy Mashburn
St. Johns County Engineering
St. Johns County Board of County Commissioners
2740 Industry Center Road
St. Augustine, Florida 32084

Reference: Report of Geotechnical Exploration and Engineering Services
16th Street and A1A Beach Boulevard Pavement Repairs
St. Augustine Beach, Florida
E&A Project No. 35-25236
Client ID: 0382

Dear Mr. Mashburn:

Ellis & Associates, Inc. has completed a geotechnical exploration for the subject project in accordance with our proposal dated February 23, 2017 and revised March 7, 2017. The exploration was conducted to evaluate the general subsurface conditions within the vicinity of the underground storm lines below 16th Street and A1A Beach Boulevard and to provide remediation recommendations for the roadway pavement.

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

Very truly yours,
ELLIS & ASSOCIATES, INC.

David W Spangler
Digitally signed by David W Spangler
DN: c=US, o=IdenTrust ACES Business Representative, ou=ELLIS AND ASSOCIATES, cn=David W Spangler, 0.9.2342.19200300.100.1.1=A01097C0000142E767D99100000FC1
Date: 2017.06.09 16:31:10 -04'00'

Chris M. Egan, P.E.
Project Engineer
Registered, Florida No. 79645

David W. Spangler, P.E.
Geotechnical Department Manager
Registered, Florida No. 58770

Distribution: Mr. Tommy Mashburn - St. Johns County Engineering

1 pdf



TABLE OF CONTENTS

Subject	Page No.
1.0 PROJECT INFORMATION	1
1.1 Site Location and Description	1
1.2 Project Description.....	1
2.0 FIELD EXPLORATION.....	1
2.1 SPT Borings.....	1
2.2 Pavement Cores	1
2.3 Auger Borings.....	1
3.0 VISUAL CLASSIFICATION	2
4.0 GENERAL SUBSURFACE CONDITIONS	2
4.1 General Soil Profile.....	2
4.2 Groundwater Level	2
4.3 Normal Seasonal High Groundwater Level	2
5.0 EVALUATION.....	2
6.0 REPORT LIMITATIONS.....	3

TABLE

Table 1 Pavement Thickness

FIGURES

Figure 1 Site Location Plan
Figures 2-4 Field Exploration Plan

APPENDICES

Appendix A Soil Boring Logs
Field Exploration Procedures
Key to Soil Classification

1.1 PROJECT INFORMATION

1.2 Site Location and Description

The project site is along 16th Street and A1A Beach Boulevard in St. Augustine Beach, Florida. The general site location is shown as Figure 1. The site is developed with asphalt roadways and underground storm lines of 72 inches in diameter under 16th Street and varying in size between 24 inches and 60 inches below A1A Beach Boulevard.

1.3 Project Description

Based on our on-site meeting and telephone conversations we understand that pavement distress has been noted along 16th Street and A1A Beach Boulevard in St. Augustine Beach. The pavement distresses include lateral pavement cracks, depressions and ruts. In addition, a slight slope was noted along a portion of the sidewalk on the north side of 16th Street between SR A1A and A1A Beach Boulevard. We have been provided with the archived plans for the 16th Street Storm Sewer Outfall and A1A Beach Blvd dated in 1995 and 1994, respectively. Based on our review of the plans and observed pavement distresses, it appears that many of the pavement distresses are occurring over or near the placed storm pipelines along 16th Street and A1A Beach Boulevard.

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

2.1 FIELD EXPLORATION

A field exploration was performed between April 17, 2017 and May 9, 2017. The approximate boring locations are shown on the Field Exploration Plan, Figure 2. The approximate boring locations were determined in the field by our personnel using a handheld Global Positioning System (GPS) unit and the existing pavement as reference, and should be considered accurate only to the degree implied by the method of measurement used.

2.2 SPT Borings

To explore the subsurface conditions within the areas of the storm line, we located and performed 14 Standard Penetration Test (SPT) borings drilled to a depth of approximately 12 feet below the existing asphalt surface. The borings were performed in distressed areas and within pavement depressions, generally within the area of the pipe backfill trenches. The borings were performed in general accordance with the methodology outlined in ASTM D 1586. Split-spoon soil samples recovered during performance of the borings were visually classified in the field and representative portions of the samples were transported to our laboratory for further evaluation. A summary of the field procedures is included in Appendix A.

2.3 Pavement Cores

We located and performed 25 pavement cores through the asphalt pavement and underlying base material to explore the existing pavement section. The pavement at each location was patched upon completion using a cold mix asphaltic repair material. The pavement cores were returned to our laboratory for visual observation to determine the thickness of the existing asphalt layers. The results of the pavement cores are summarized in Table 1.

2.4 Auger Borings

We located and performed 3 auger borings, drilled to depths of approximately 2.5 feet or 6 below the existing ground surface in general accordance with the methodology outlined in ASTM D 1452 to explore



the subsurface conditions over the storm line. Static hand cone penetrometer testing was also performed to the termination depth of the auger borings. Representative soil samples also were recovered from the auger borings and returned to our laboratory for further evaluation. A summary of the field procedures is included in Appendix A.

3.0 VISUAL CLASSIFICATION

A geotechnical engineer classified representative soil samples obtained during our field exploration using the Unified Soil Classification System in general accordance with ASTM D 2488. A Key to the Soil Classification System is included in Appendix A.

4.1 GENERAL SUBSURFACE CONDITIONS

4.2 General Soil Profile

Graphical presentations of the generalized subsurface conditions and detailed boring records are included in Appendix A. When reviewing these records it should be understood that the soil conditions will likely vary between the boring locations. The following paragraph summarizes the soil conditions encountered.

The borings encountered surface material consisting of asphalt varying in thickness between 1 inch and 4 ½ inches and limerock between 4 ¾ inches and 11 inches. Below the asphalt and limerock base, the borings generally encountered very loose to very dense fine sand with and without shell fragments to the boring termination depths between 2.5 feet and 12 feet below the existing ground surface. Please refer to the attached Table 1 for a summary of the asphalt and base thicknesses encountered at the pavement core locations.

4.3 Groundwater Level

The groundwater level was encountered at the boring locations and measured, at the time of drilling, at depths varying from 1.7 feet to 5.3 feet below the existing asphalt surface. The depth to the groundwater level at most boring location is noted on the Generalized Subsurface Soil Profiles and on the Log of Boring records.

4.4 Normal Seasonal High Groundwater Level

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

Based on our interpretation of the site conditions, including the boring logs and St. Johns County Soil Survey, we estimate the normal seasonal high groundwater level at the site to be approximately 1 to 2 feet above the groundwater levels measured at the time of our field exploration. It is possible that groundwater levels may exceed the estimated normal seasonal high groundwater level as a result of significant or prolonged rains or tidal fluctuations.

5.0 EVALUATION

Based on the distress observed along 16th Street and A1A Beach Boulevard, it appears that the asphalt exhibits the most distress over the approximate area of the underground storm sewer. The soils encountered within the borings performed within the backfilled pipe trench areas were mostly in a medium dense condition. Therefore, it does not appear that the distress observed in the asphalt pavement is caused by poorly compacted areas around the stormwater pipelines.



The asphalt thickness encountered along 16th Street in the borings and cores was relatively thin. While we do not expect that the thin layer of asphalt is a cause for the observed pavement distress, we note that additional asphalt thickness could be warranted to further preclude pavement distress.

Based on the design plans provided by your office for the storm sewer and the groundwater conditions encountered at the time of our field explorations, it is our opinion that the pavement distress may be caused by uplift forces of the storm lines on the pavement. The storm lines vary in size and amount of overburden soil. However, our calculations demonstrate the potential for the large diameter storm lines to uplift when the storm lines have relatively little water in them, the amount of soil cover is low, and groundwater conditions are high.

Based on conversations with your office, we understand that the roadways are going to be reclaimed and regraded. It is our opinion that removing the existing asphalt and regarding the areas to the desired grades is the most economically feasible option. It is possible that further movement of the roadway and/or pipelines will be minor as a result of resisting forces around the pipeline being fully mobilized. However, should additional study be requested to determine if the storm lines/pavements are continuing to move, we recommend that a geophysical survey combined with detailed surveys of sections of the roadway be performed. We would be happy to assist with the further study, if requested.

6.0 REPORT LIMITATIONS

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

Our scope of services was intended to evaluate the soil conditions within the zone of soil influenced by the pipeline and manhole bearing conditions. Our scope of services does not address geologic conditions such as sinkholes or soil conditions existing below the depth of the soil borings.

This report does not reflect any variations which may occur adjacent to or between soil borings. The discovery of any site or subsurface condition during construction which deviate from the data obtained during this geotechnical exploration should be reported to us for our evaluation. Also, in the event of any change to the location of the pipeline alignment, please contact us so that we can review our recommendations. We recommend that we be provided the opportunity to review the earthwork specifications to verify that our recommendations have been properly interpreted and implemented.

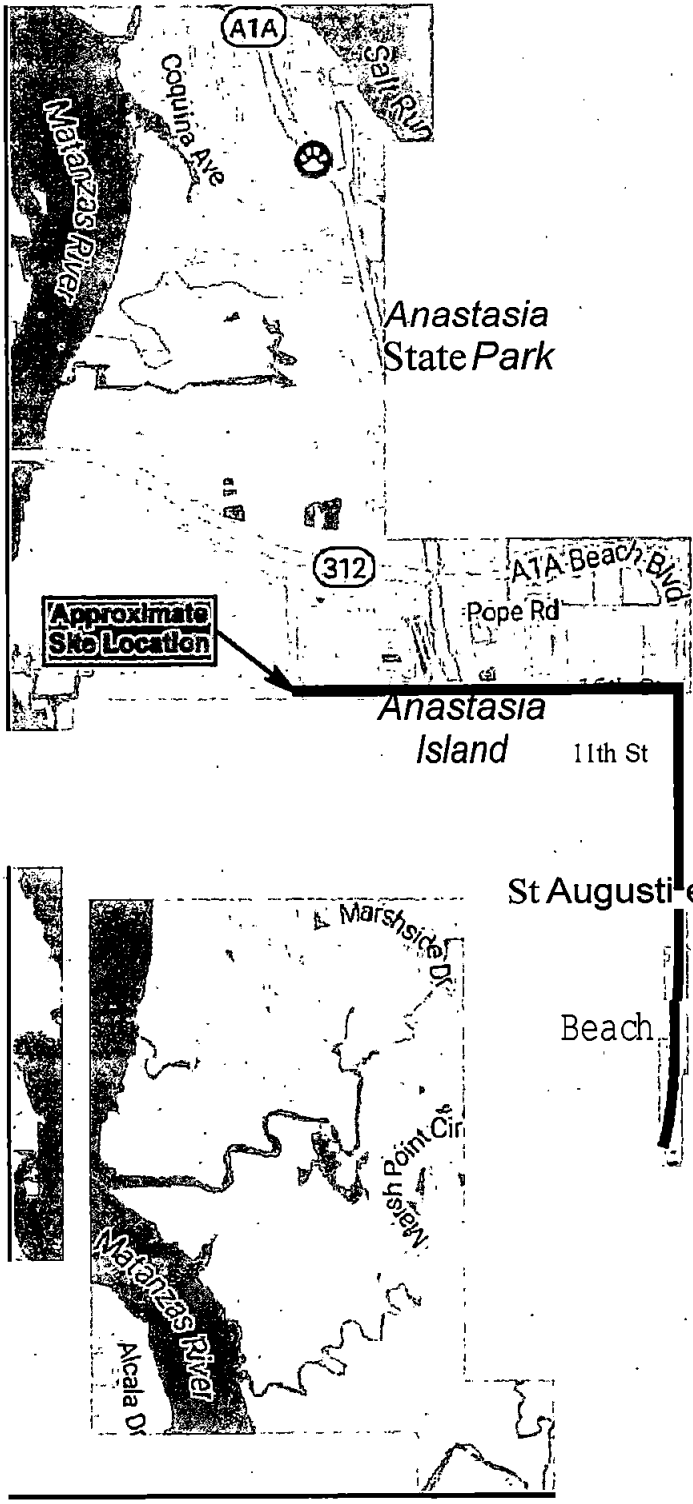
TABLES



Table 1: Pavement Thicknesses - 16th Street			
Location	Total Asphalt Thickness (in.)	Asphalt Layer Thickness (in.)	Base Thickness (in.) / Material
B-1	2	2	5 / Limerock
B-2	1	1	6 / Limerock
B-3	1 1/4	1 1/4	7 / Limerock
B-4	1	1	6 / Limerock
B-5	1 1/4	1 1/4	5 1/2 / Limerock
C-1	3 3/4	3 3/4	3 / Limerock
C-2	3 1/4	3 1/4	4 1/2 / Limerock
C-3	3 7/8	Surface: 1 Structural: 2 7/8	2 1/2 / Limerock
C-4	4 5/8	Surface: 1 1/4 Structural: 3 3/8	2 1/2 / Limerock
C-5	3 3/4	Surface: 1 1/8 Structural: 2 5/8	11 / Limerock
C-6	4	4	3 1/2 / Limerock
C-7	6 1/4	Surface: 2 1/2 Structural: 3 3/4	2 1/2 / Limerock
C-8	4 1/4	4 1/4	12 / Limerock
C-9	4	4	11 / Limerock
C-10	2 1/4	2 1/4	6 / Asphaltic Base with Shell
C-11	2 1/2	2 1/2	5 1/2 / Asphaltic Base with Shell
C-12	1 3/4	1 3/4	5 / Limerock
C-13	1 1/2	1 1/2	5 1/2 / Limerock
C-14	1 1/4	1 1/4	4 1/2 / Limerock
C-15	7/8	7/8	Not Measured
A-1	1	1	8 / Limerock
A-2	1 1/8	1 1/8	4 3/4 / Limerock
A-3	1 1/4	1 1/4	6 / Limerock

Table 1: Pavement Thicknesses - A1A Beach Boulevard			
Location	Total Asphalt Thickness (in.)	Asphalt Layer Thickness (in.)	Base Thickness (in.) / Material
B-6	2 1/4	2 1/4	9 1/2 / Limerock
B-7	3 3/4	Surface: 3/4 Structural: 3	11 / Limerock
B-8	3 1/2	3 1/2	9 / Limerock
B-9	4 1/2	Surface: 1/2 Structural: 4	10 1/2 / Limerock
B-10	4	4	9 / Limerock
B-11	3 1/2	Surface: 1/2 Structural: 3 1/2	10 / Limerock
B-12	3 1/2	3 1/2	11 / Limerock
B-13	3 3/4	3 3/4	7 / Limerock
B-14	4 1/2	Surface: 1 Structural: 3 1/2	11 / Limerock
C-16	2 1/4	2 1/4	12 / Limerock
C-17	3 3/4	3 3/4	9 / Limerock
C-18	3 1/4	3 1/4	13 1/2 / Limerock
C-19	4	Surface: 1 1/4 Structural: 2 3/4	8 / Limerock
C-20	4	Surface: 1 1/2 Structural: 2 1/2	11 / Limerock
C-21	4 1/4	4 1/4	7 1/2 / Limerock
C-22	4	Surface: 1 Structural: 3	12 1/2 / Limerock
C-23	3 1/2	Surface: 1 Structural: 2 1/2	8 / Limerock
C-24	4 1/4	4 1/4	9 1/2 / Limerock
C-25	3 3/4	3 3/4	7 / Limerock

FIGURES



Ellis & Associates
 a Group of Companies

Geotechnical • Construction Materials • Environmental • Facilities
 7084 Oavts Creek Road, Jacksonville 11e, FL 32256
 p: (904) 880-0960 & (800) 273-0960 / t: (904) 880-0970
 Offices: Jacksonville, FL • Daytona, FL • Brunswick, GA
 • e: elli@alliaassoc.com

Site Location Plan
**SR 16th Street and
 A1A Beach Boulevard Pavement Repairs**
 St. Augustine Beach, Florida



Date: 06/07/17

Project No.: 35-25236

Figure 1



LEGEND

- S Approximate Location of Standard Penetration Test (SPT) Bore
- ⊙ Approximate Location of Pavement Core

TRITONS & ASSOCIATES

Group of Companies
 Geotechnical • Construction • Environmental • Facilities
 7084 Dillway 1402, Jacksonville, FL 32256
 (904) 880-0000 & (800) 278-0990 / F: (904) 880-0970

F181d Exploration Plan

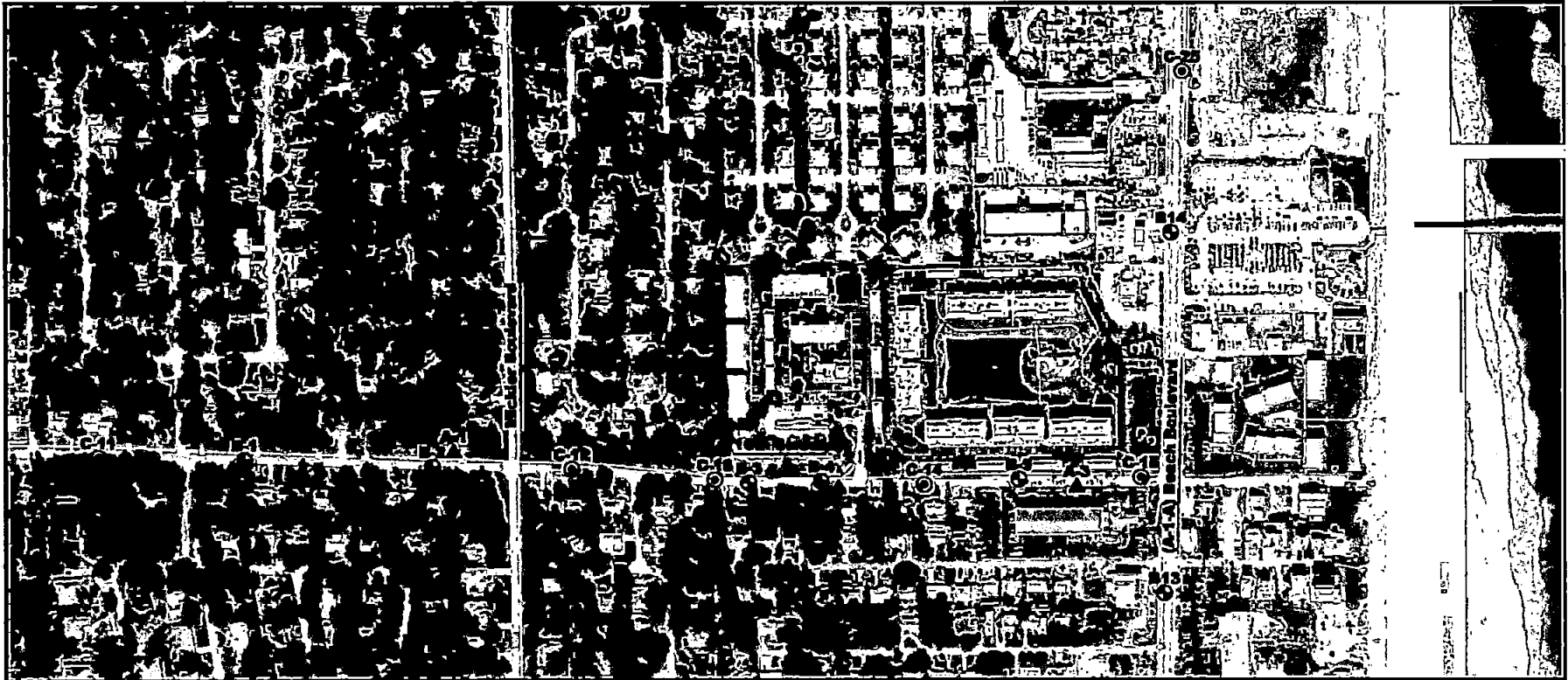
**SR 18th Street and
 A1A Beach Boulevard Pavement Repairs**
 St. Augustine Beach, Florida

1. Tritons & Associates, Inc. 04

0610 H 7.1 Protect No.: 3 25238. j==JFl gum 2==j

Graphic Scale

300'



LEGEND

- o Approximate Location of Standard Penetration Test
- @ Approximate Location of Pavement Core
- Approximate Location of Hand Auger and
- Static Hand Cone Penetrometer Bar

111 Ellis & Sons

BI Group of Companies

7084 Dixie Creek Road, Jacksonville, FL 32218
9041880-0980 4001273-0980

Field Exploration Plan

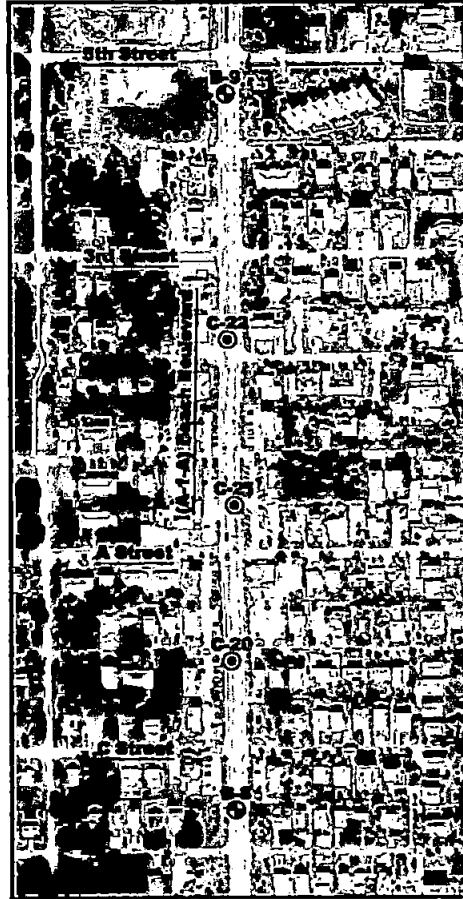
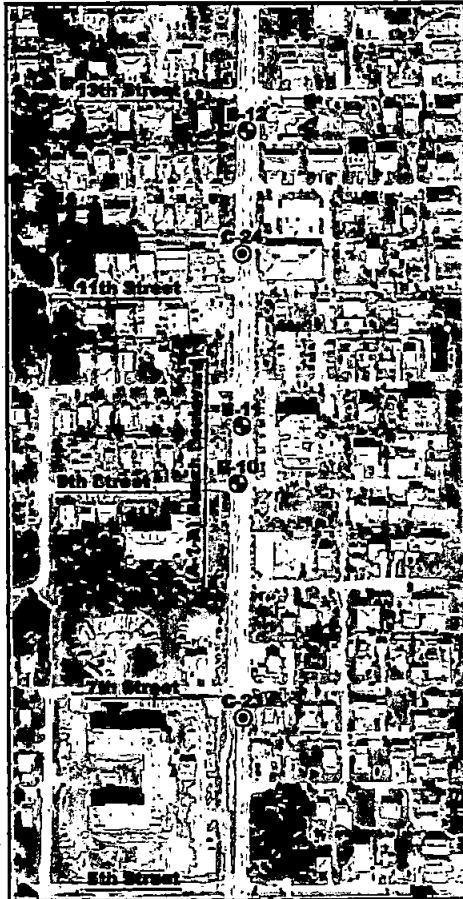
SR 18th Street and

A1A Beach Boulevard Pavement Repair

Augustine Beach, Florida

Graphical Scale

0' 300' 600'



LEGEND

- Approximate Location of Standard Penetration Test (SPT) Boring
- Approximate Location of Pavement Core

EA Ellis & Associates, Inc.
Group of Companies
 Geotechnical • Construction Materials • Environmental • Facilities
 7004 Davis Creek Road, Jacksonville, FL 32226
 P: (904) 833-0850 • (800) 273-0300 / F: (904) 833-0870
 Office: Jacksonville, FL • Daytona, FL • Brunswick, GA
 www.ellisandassociates.com

Field Exploration Plan
 SR 18th street and
 A1A Beach Boulevard Pavement Repairs
 St. Augustine Beach, Florida

Date: 06/07/17

Project No.: 35-25238

Figure 4

SOIL CLASSIFICATION LEGEND

GW - WELL GRADED GRAVEL	GC - CLAYEY GRAVEL	CL - LOW PLASTICITY CLAY	RC - ROCK CORE	PM - PRESSURE METER	FILL	POSSIBLE FILL	PROBABLE FILL
GA - SILTY GRAVEL	GW - WELL GRADED SAND	MH - HIGH PLASTICITY SILT	SP - POORLY GRADED SAND	OH - HIGH PLASTICITY ORGANIC SILTS AND CLAYS	WR - WEATHERED ROCK	DR - DECOMPOSED ROCK	
GP - POORLY GRADED GRAVEL	ML - LOW PLASTICITY SILT	SH - SILTY SAND	SC - CLAYEY SAND	OL - LOW PLASTICITY ORGANIC SILTS AND CLAY	PWB - PARTIALLY WEATHERED ROCK		
			CH - HIGH PLASTICITY CLAY	PT - PEAT	HWR - HIGHLY WEATHERED ROCK		

SURFACE MATERIALS

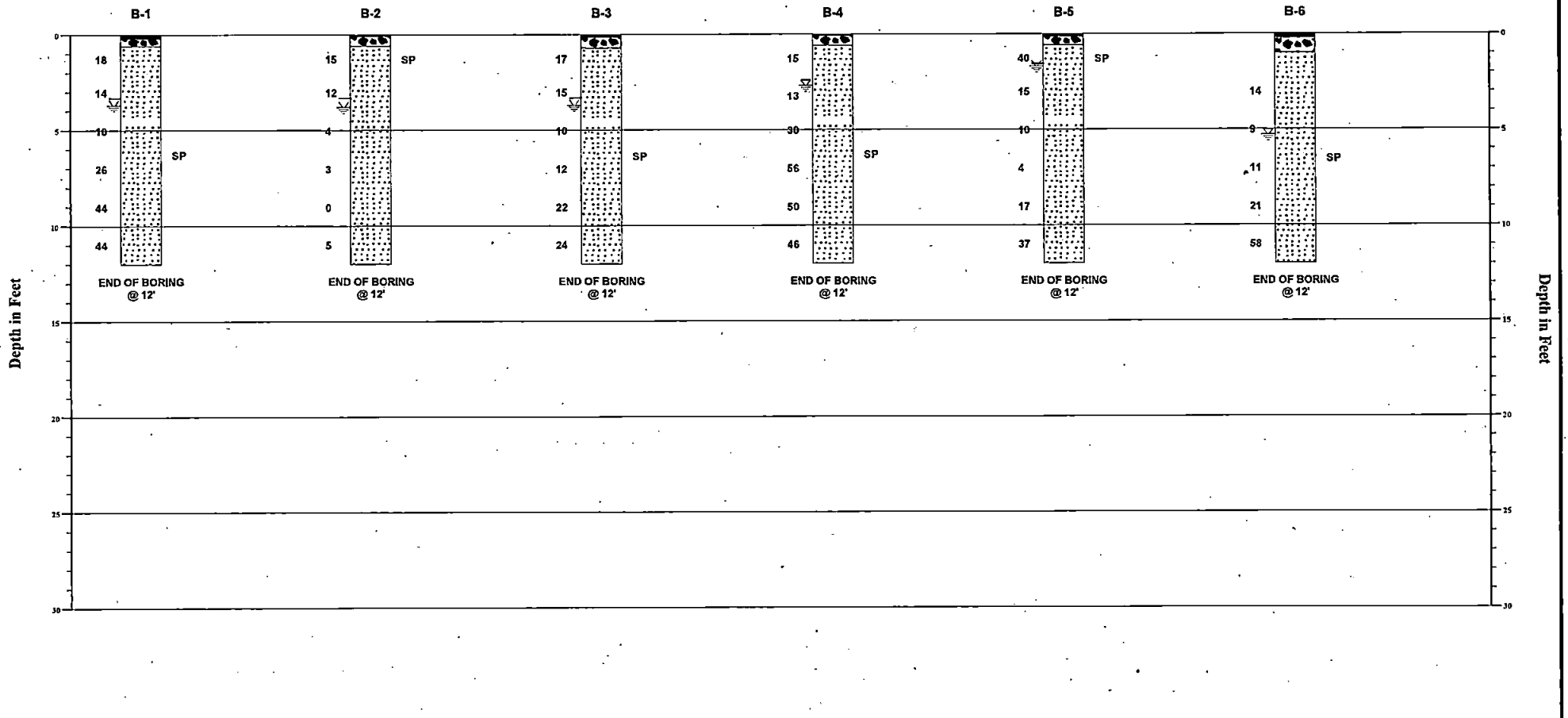
TOPSOIL	CONCRETE
ASPHALT	VOID
GRAVEL	

ROCK TYPES

IGNEOUS
METAMORPHIC
SEDIMENTARY

SYMBOL LEGEND

	WATER LEVEL - BORING DRILLING/SAMPLING
	WATER LEVEL - SEASONAL, HIGH WATER
	WATER LEVEL - AFTER CASING REMOVAL
	WATER LEVEL - AFTER 24 HOURS



NOTES:
 1 SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION.
 2 PENETRATION TEST RESISTANCE IN BLOWS PER FOOT (ASTM D1586).
 3 HORIZONTAL DISTANCES ARE NOT TO SCALE.



GENERALIZED SUBSURFACE SOIL PROFILE

16th Street and A1A Beach Boulevard Pavement Repairs
St. Johns County Board of Commissioners
16th Street and A1A Beach Boulevard, St. Johns
 PROJECT NO.: 25236 | DATE: 6/7/2017 | VERTICAL SCALE: 1"=5'

SOIL CLASSIFICATION LEGEND

GW - WELL GRADED GRAVEL	GC - CLAYEY GRAVEL	SL - LOW PLASTICITY CLAY	RC - ROCK CORE	PM - PRESSURE METER	FILL	POSSIBLE FILL	PROBABLE FILL
GM - SILTY GRAVEL	SW - WELL GRADED SAND	MH - HIGH PLASTICITY SILT	SP - POORLY GRADED SAND	OH - HIGH PLASTICITY ORGANIC SILTS AND CLAYS	MR - WEATHERED ROCK	DR - DECOMPOSED ROCK	
GP - POORLY GRADED GRAVEL	ML - LOW PLASTICITY SILT	SH - HIGH PLASTICITY CLAY	AC - CLAYEY SAND	OL - LOW PLASTICITY ORGANIC SILTS AND CLAY	PWR - PARTIALLY WEATHERED ROCK		
	SM - SILTY SAND	CH - HIGH PLASTICITY CLAY	FT - FEAT	HWR - HEAVILY WEATHERED ROCK			

SURFACE MATERIALS

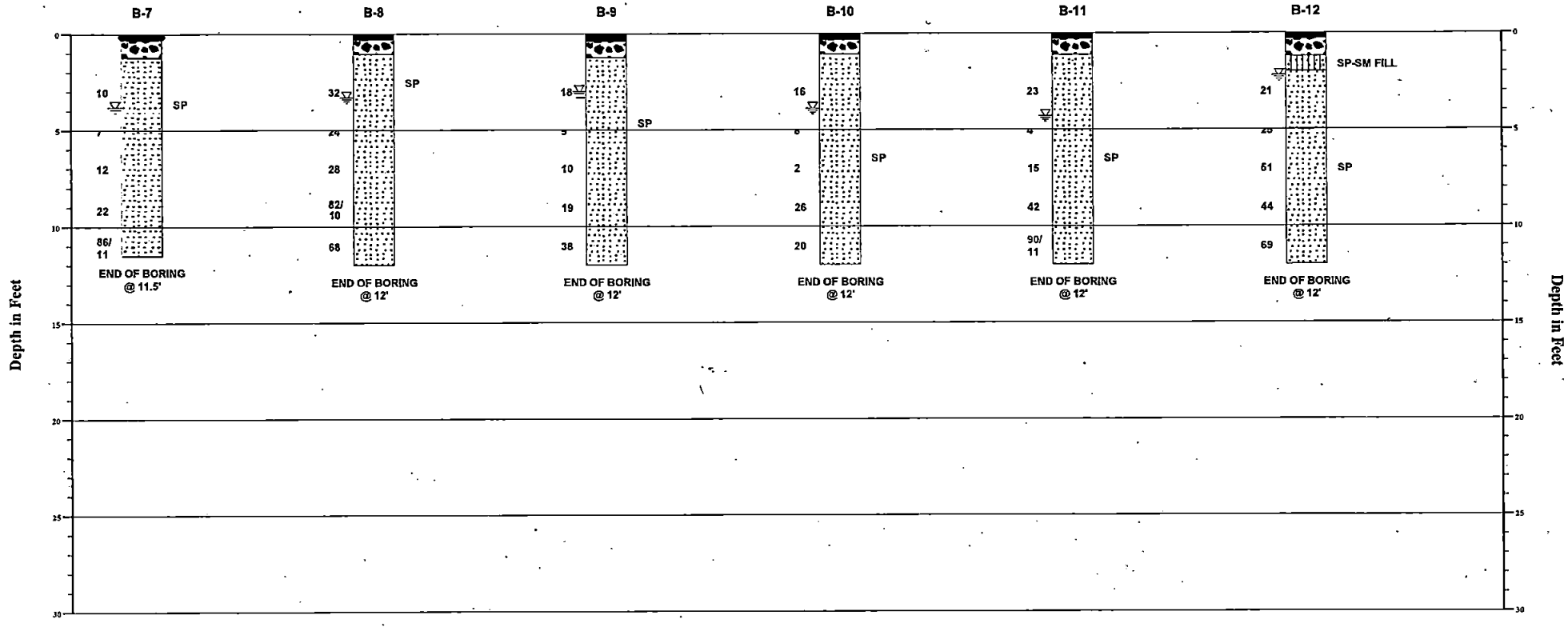
TOPSOIL	CONCRETE
ASPHALT	VOID
GRAVEL	

ROCK TYPES

IGNEOUS
METAMORPHIC
SEDIMENTARY

SYMBOL LEGEND

WATER LEVEL - DURING DRILLING/SAMPLING
WATER LEVEL - SEASONAL, HIGH WATER
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WATER LEVEL - AFTER 24 HOURS



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GENERALIZED SUBSURFACE SOIL PROFILE

16th Street and A1A Beach Boulevard Pavement Repairs
St. Johns County Board of Commissioners
16th Street and A1A Beach Boulevard, St. Johns

PROJECT NO.: 25236 DATE: 6/7/2017 VERTICAL SCALE: 1"=5'

SOIL CLASSIFICATION LEGEND

GW - WELL GRADED GRAVEL	GC - CLAYEY GRAVEL	ST - SHELVY TUBE	AC - ROCK CORE	PA - PRESSURE METER	FILL	POSSIBLE FILL	PROBABLE FILL
GM - SILTY GRAVEL	SW - WELL GRADED SAND	CL - LOW PLASTICITY CLAY	SP - POORLY GRADED SAND	CH - HIGH PLASTICITY ORGANIC SILTS AND CLAYS	WR - WEATHERED ROCK	DR - DECOMPOSED ROCK	
GP - POORLY GRADED GRAVEL	ML - LOW PLASTICITY SILT	MH - HIGH PLASTICITY SILT	SC - CLAYEY SAND	OL - LOW PLASTICITY ORGANIC SILTS AND CLAY	PWR - PARTIALLY WEATHERED ROCK		
	SM - SILTY SAND	CH - HIGH PLASTICITY CLAY	PT - PEAT	HWB symbol"/> HWB - HIGHLY WEATHERED ROCK			

SURFACE MATERIALS

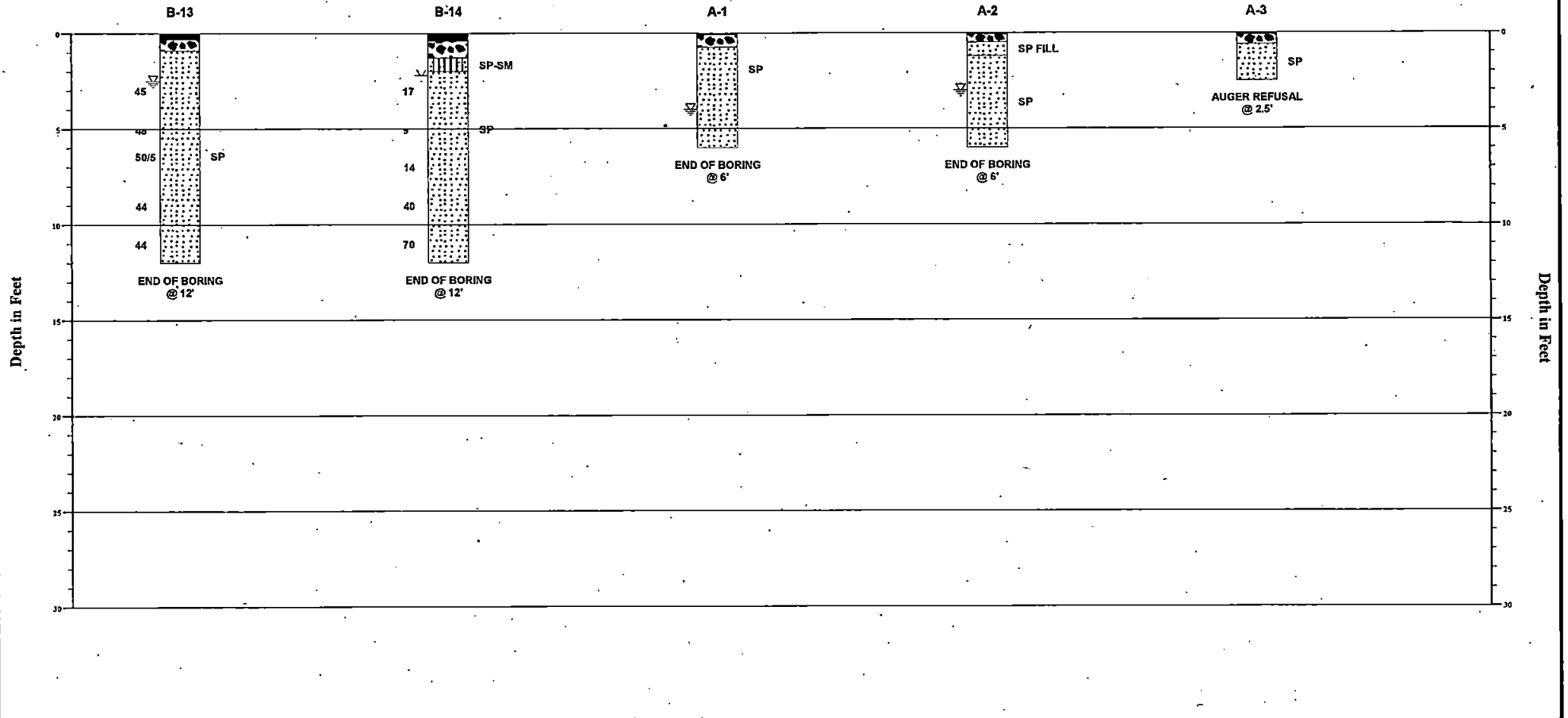
TOPSOIL	CONCRETE
ASPHALT	VOID
GRAVEL	

ROCK TYPES

IGNEOUS
METAMORPHIC
SEDIMENTARY

SYMBOL LEGEND

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	WATER LEVEL - SEASONAL, HIGH WATER
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GENERALIZED SUBSURFACE SOIL PROFILE

16th Street and A1A Beach Boulevard Pavement Repairs
St. Johns County Board of Commissioners
16th Street and A1A Beach Boulevard, St. Johns
 PROJECT NO.: 25236 DATE: 6/7/2017 VERTICAL SCALE: 1"=5'

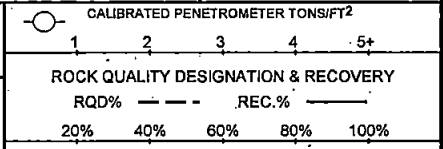
APPENDIX A

SOIL BORING LOGS
FIELD EXPLORATION PROCEDURES
KEY TO SOIL CLASSIFICATION

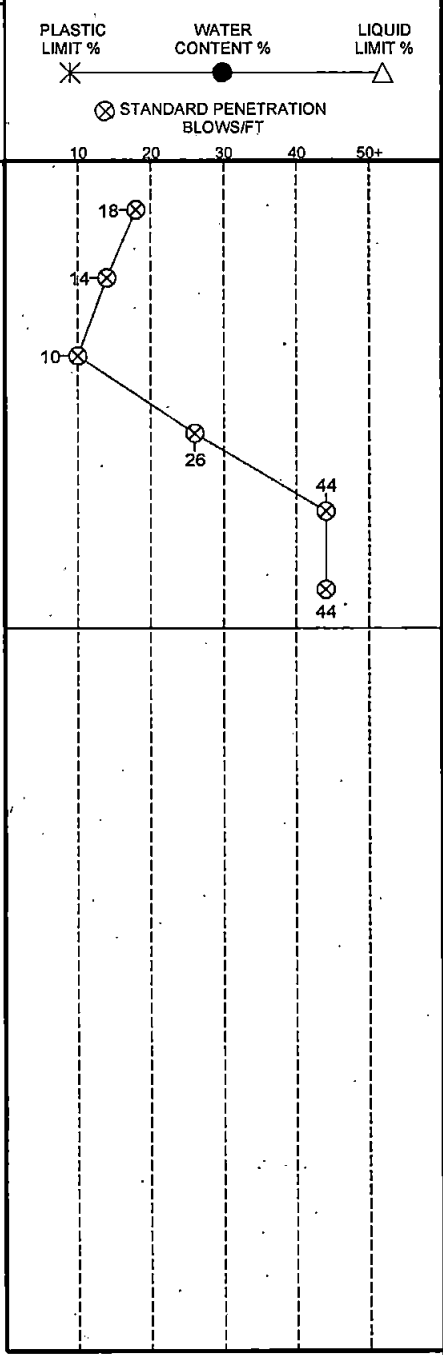
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-1	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL

NORTHING: _____ EASTING: _____ STATION: _____




DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/FT
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [2.00"]			
	S-1	SS	18	18	(SP) FINE SAND, light gray, moist to wet, loose to dense			10
	S-2	SS	24	24				14
5	S-3	SS	24	24				18
	S-4	SS	24	24				26
	S-5	SS	24	24				44
10	S-6	SS	24	24				44
					END OF BORING @ 12'			



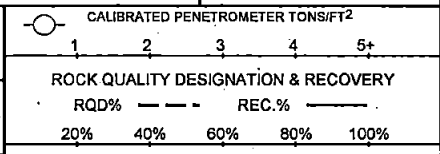
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 3.7	WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 04/17/17	CAVE IN DEPTH
WL(SHW)	WL(ACR)	BORING COMPLETED 04/17/17	HAMMER TYPE Auto
WL		RIG Geoprobe FOREMAN S. Burns	DRILLING METHOD SPT

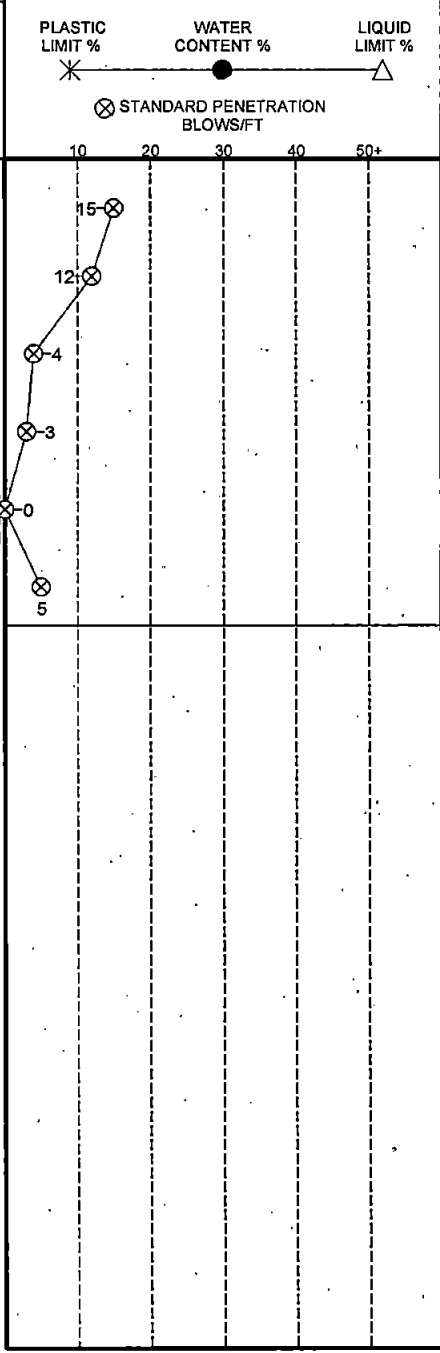
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-2	SHEET 1 OF 1	 <small>ECS Group of Companies</small>
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs		ARCHITECT-ENGINEER		

SITE LOCATION
**16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County,
FL**

NORTHING	EASTING	STATION
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/ft
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [1.00"]			
	S-1	SS	18	18	Limerock Depth [6.00"]			
					(SP) FINE SAND, gray, moist, medium dense			
	S-2	SS	24	24	(SP) FINE SAND, gray, moist, medium dense, contains slight shell fragments			
5	S-3	SS	24	24				
	S-4	SS	24	24				
	S-5	SS	24	24				
10	S-6	SS	24	24				
					END OF BORING @ 12'			



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 3.8 WL(SHW) WL	WS <input type="checkbox"/> WD <input checked="" type="checkbox"/> WL(ACR)	BORING STARTED 04/17/17 BORING COMPLETED 04/17/17 RIG Geoprobe FOREMAN S. Burns	CAVE IN DEPTH HAMMER TYPE Auto DRILLING METHOD SPT
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CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-3	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

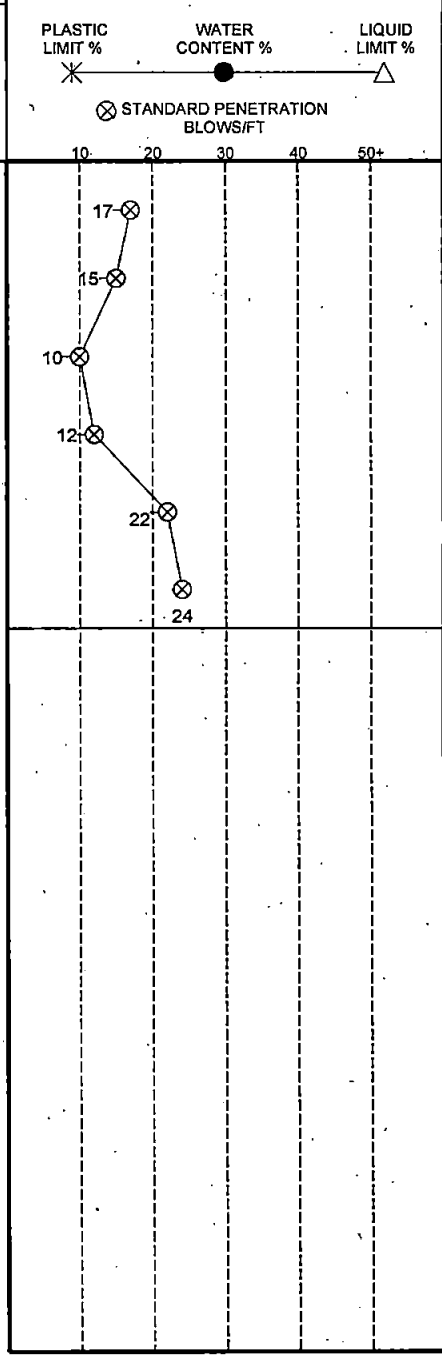
SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL

NORTHING EASTING STATION

○ CALIBRATED PENETROMETER TONS/FT²
1 2 3 4 5+


ROCK QUALITY DESIGNATION & RECOVERY
RQD% REC.%
20% 40% 60% 80% 100%

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/5'
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [1.25"]			
	S-1	SS	18	18	Limerock Depth [7.00"]			
					(SP) FINE SAND, light brown to gray, moist to wet, loose to medium dense			
5	S-2	SS	24	24				
	S-3	SS	24	24				
	S-4	SS	24	24				
10	S-5	SS	24	24				
	S-6	SS	24	24				
15								
20								
25								
30								
					END OF BORING @ 12'			



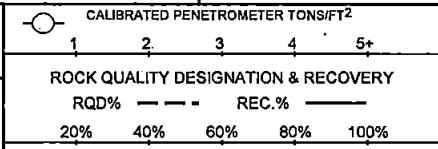
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 3.7	WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 04/17/17	CAVE IN DEPTH
WL(SHW)	WL(ACR)	BORING COMPLETED 04/17/17	HAMMER TYPE Auto
WL		RIG Geoprobe FOREMAN S. Burns	DRILLING METHOD SPT

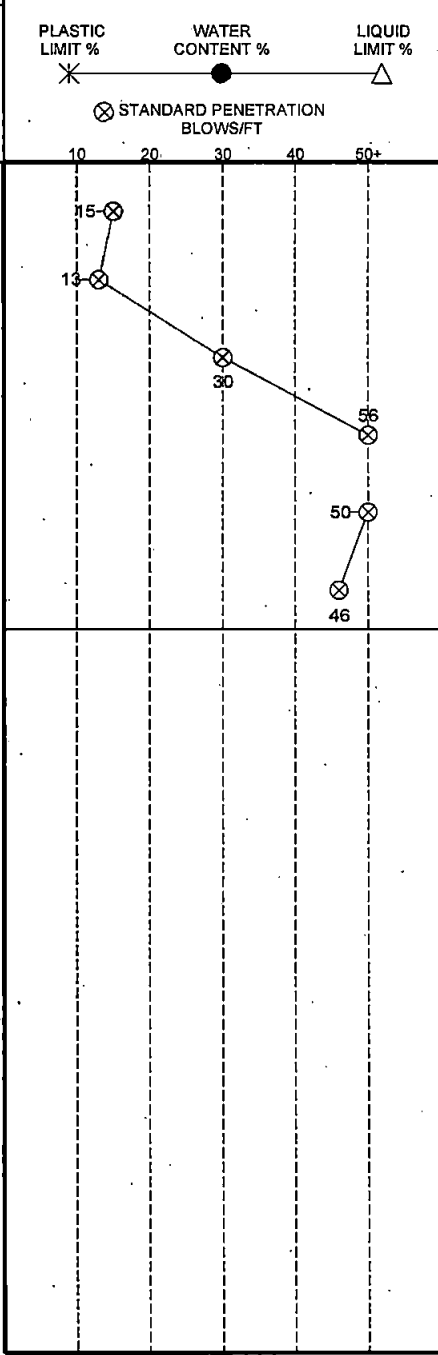
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-4	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL

NORTHING _____ EASTING _____ STATION _____




DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/6"
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [1.00"]			
0	S-1	SS	18	18	Limerock Depth [6.00"] (SP) FINE SAND, gray and light brown, moist to wet, medium dense to very dense			6
0	S-2	SS	24	24		7		
5	S-3	SS	24	24		13		
5	S-4	SS	24	24		17		
10	S-5	SS	24	24		21		
10	S-6	SS	24	24		25		
12					END OF BORING @ 12'			25



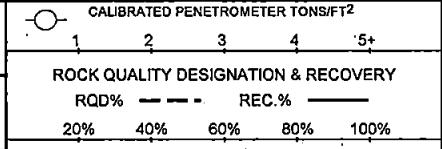
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 2.7	WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 04/17/17	CAVE IN DEPTH
WL(SHW)	WL(ACR)	BORING COMPLETED 04/17/17	HAMMER TYPE Auto
WL		RIG Geoprobe FOREMAN S. Burns	DRILLING METHOD SPT

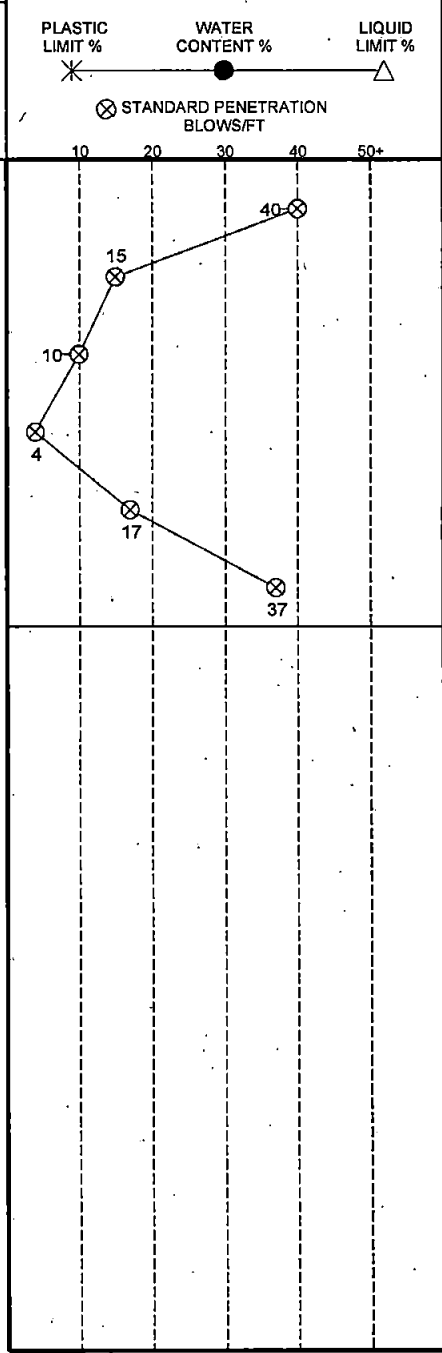
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-5	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL

NORTHING	EASTING	STATION
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/6"
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [1.25"]			
	S-1	SS	18	18	Limerock Depth [5.50"]			
					(SP) FINE SAND, brown, moist, dense, contains slight shell fragments			
	S-2	SS	24	24	(SP) FINE SAND, gray, moist to wet, loose to dense			
5	S-3	SS	24	24				
	S-4	SS	24	24				
10	S-5	SS	24	24				
	S-6	SS	24	24				
15								
20								
25								
30								
					END OF BORING @ 12'			



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 1.7	WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 04/17/17	CAVE IN DEPTH
WL(SHW)	WL(ACR)	BORING COMPLETED 04/17/17	HAMMER TYPE Auto
WL		RIG Geoprobe FOREMAN S. Burns	DRILLING METHOD SPT

CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-6	SHEET 1 OF 1	 ECS Group of Companies
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

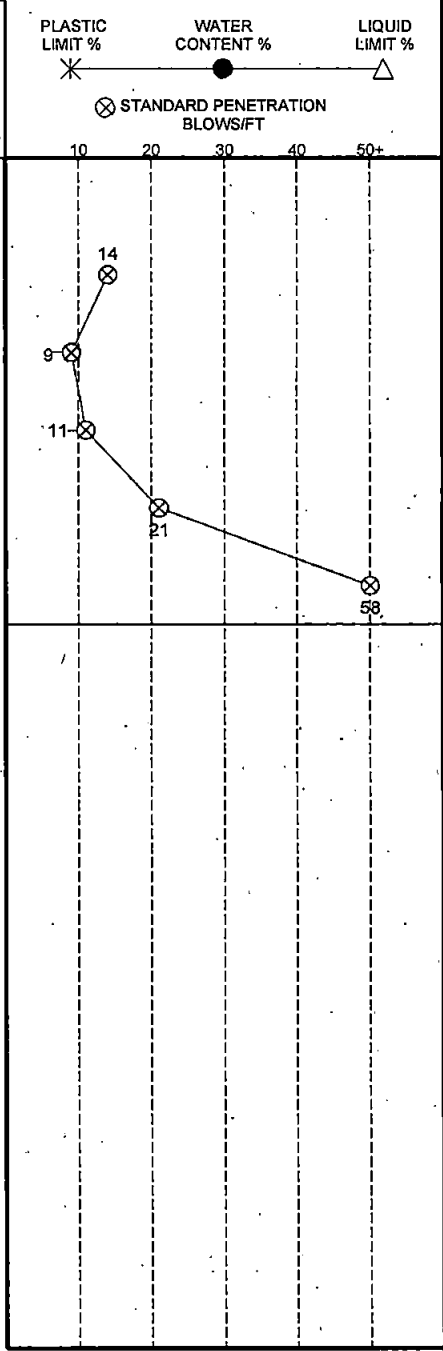
SITE LOCATION
**16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County,
FL**

NORTHING	EASTING	STATION
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CALIBRATED PENETROMETER TONS/FT²
1 2 3 4 5+


ROCK QUALITY DESIGNATION & RECOVERY
RQD% --- REC.% ---
20% 40% 60% 80% 100%

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/ft
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [2.25"] Limerock Depth [9.50"] (SP) FINE SAND, light brown to gray, moist, loose to very dense			
1	S-1	SS	12	12				
2	S-2	SS	24	24				
3								
4	S-3	SS	24	24				
5								
6	S-4	SS	24	24				
7								
8								
9	S-5	SS	24	24				
10								
11	S-6	SS	24	24				
12					END OF BORING @ 12'			



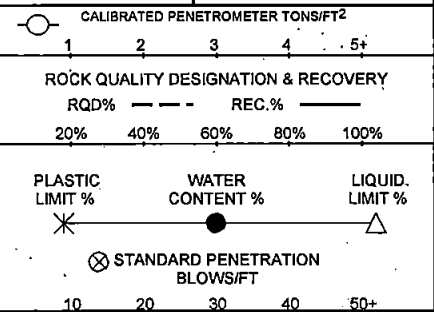
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 5.3	WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 04/20/17	CAVE IN DEPTH
WL(SHW)	WL(ACR)	BORING COMPLETED 04/20/17	HAMMER TYPE Manual
WL		RIG EA Deeprock DR3000 OPERATOR: [Name] RIG: Morgan	DRILLING METHOD SPT

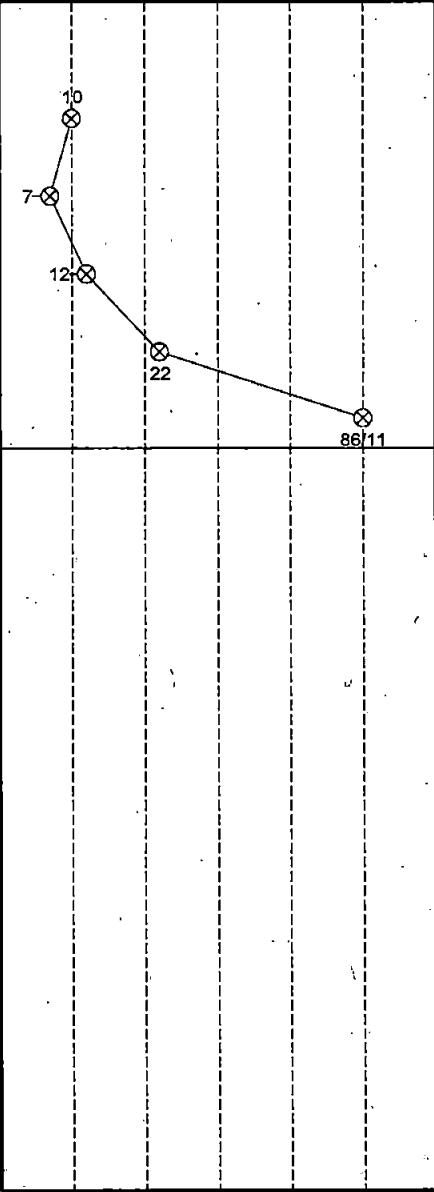
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-7	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
**16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County,
FL**

NORTHING	EASTING	STATION
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/5'
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [3.75"] Limerock Depth [11.00"]			
1	S-1	SS	12	12	(SP) FINE SAND, gray brown, moist, loose, contains slight shell fragments			2
2	S-2	SS	24	24				3
3								5
4	S-3	SS	24	24				5
5	S-4	SS	24	24		(SP) FINE SAND, gray, moist, medium dense to very dense		7
6	S-5	SS	24	24				
7	S-6	SS	17	17				12
11.5	END OF BORING @ 11.5'							



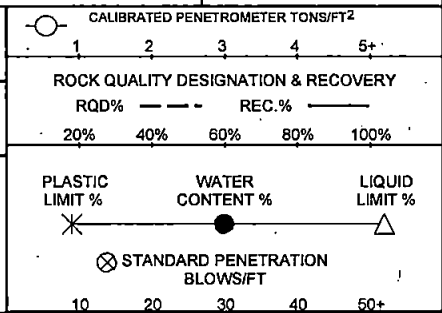
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 3.8	WS <input type="checkbox"/>	WD <input checked="" type="checkbox"/>	BORING STARTED	04/20/17	CAVE IN DEPTH
WL(SHW)	WL(ACR)		BORING COMPLETED	04/20/17	HAMMER TYPE Manual
WL			RIG EA Deeprock DR300	OPERATOR Rigmorgan	DRILLING METHOD SPT

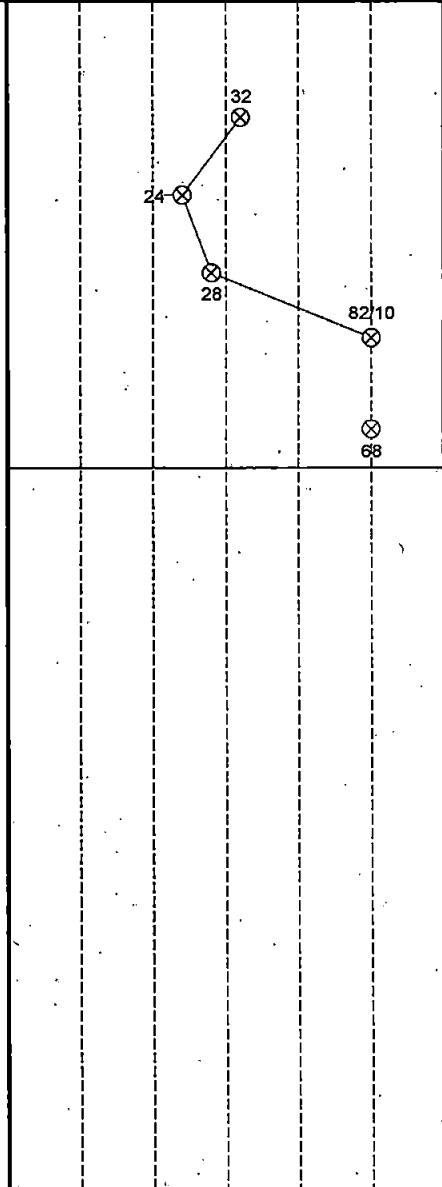
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-8	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
**16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County,
FL**

NORTHING	EASTING	STATION
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/FT
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [3.50"] Limerock Depth [9.00"]			
0-5	S-1	SS	12	12	(SP) FINE SAND, gray brown, moist, dense, contains slight shell fragments			5
	S-2	SS	24	24				19
5-10	S-3	SS	24	24	(SP) FINE SAND, gray, moist to wet, medium dense to very dense			19
	S-4	SS	24	24				12
	S-5	SS	16	16				13
	S-6	SS	24	24				9
10-15								11
15-20								13
20-25								7
25-30								20
30-35								8
35-40								23
40-45								27
45-50								32
50-55								50/4
55-60								26
60-65								32
65-70								36
70-75								42
					END OF BORING @ 12'			



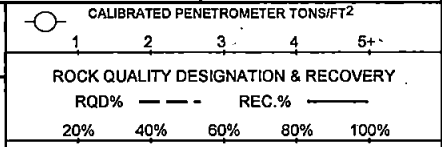
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

<input checked="" type="checkbox"/> WL 3.3	WS <input type="checkbox"/>	WD <input checked="" type="checkbox"/>	BORING STARTED	04/20/17	CAVE IN DEPTH
<input checked="" type="checkbox"/> WL(SHW)	<input checked="" type="checkbox"/> WL(ACR)		BORING COMPLETED	04/20/17	HAMMER TYPE Manual
<input checked="" type="checkbox"/> WL			RIG EA Deeprock DR300	Operator RigMorgan	DRILLING METHOD SPT

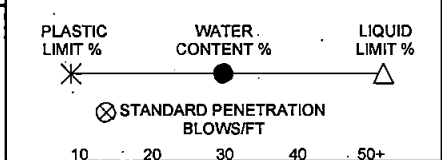
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-9	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL

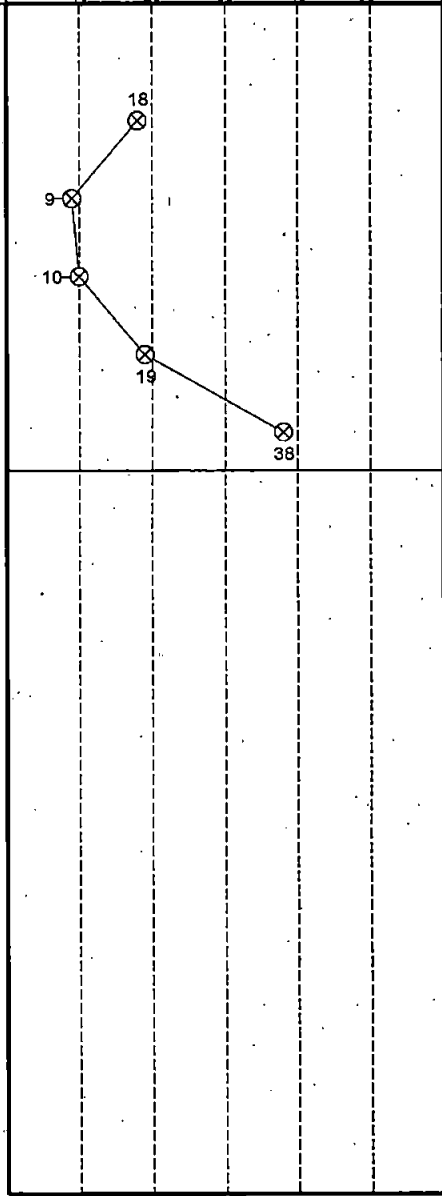
NORTHING	EASTING	STATION
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)	BLOWS/6"
					BOTTOM OF CASING	LOSS OF CIRCULATION			




0					Asphalt Depth [4.50"]				
	S-1	SS	12	12	Limerock Depth [10.50"]				
					(SP) FINE SAND, brown to gray, moist, loose to medium dense, contains slight shell fragments				
	S-2	SS	24	24					
5	S-3	SS	24	24					
	S-4	SS	24	24					
					(SP) FINE SAND WITH GRAVEL, gray brown, wet, medium dense to dense				
10	S-5	SS	24	24					
	S-6	SS	24	24					
					END OF BORING @ 12'				



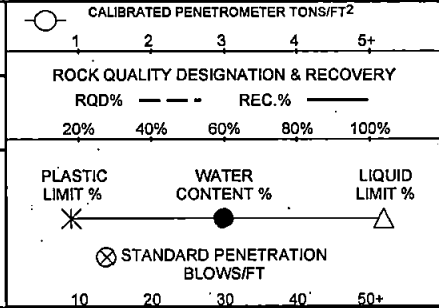
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 3	WS <input type="checkbox"/>	WD <input checked="" type="checkbox"/>	BORING STARTED	04/20/17	CAVE IN DEPTH
WL(SHW)	WL(ACR) <input checked="" type="checkbox"/>		BORING COMPLETED	04/20/17	HAMMER TYPE Manual
WL			RIG EA Deeprock DR300	OPERATED BY RigMorgan	DRILLING METHOD SPT

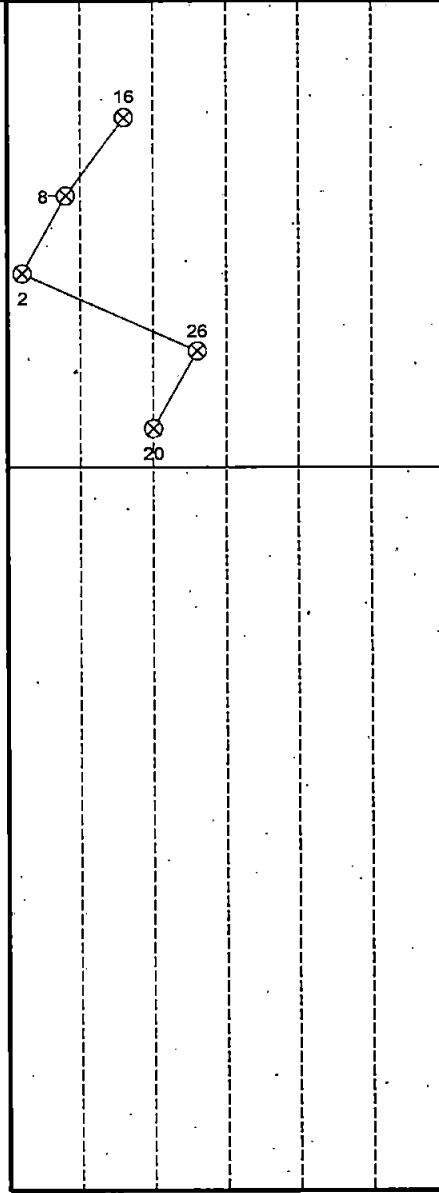
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-10	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
**16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County,
FL**

NORTHING	EASTING	STATION
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/ft
					BOTTOM OF CASING	LOSS OF CIRCULATION		
					Asphalt Depth [4.00"]			
					Limerock Depth [9.00"]			
	S-1	SS	12	12	(SP) FINE SAND, gray brown to gray, moist to wet, very loose to medium dense, contains slight shell fragments			
	S-2	SS	24	24				
5	S-3	SS	24	24				
	S-4	SS	24	24				
	S-5	SS	24	24				
10	S-6	SS	24	24				
					END OF BORING @ 12'			



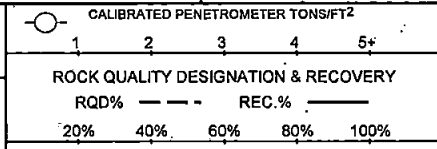
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 3.9	WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 04/20/17	CAVE IN DEPTH
WL(SHW)	WL(ACR)	BORING COMPLETED 04/20/17	HAMMER TYPE Manual
WL		RIG Truck FOREMAN C. Morgan	DRILLING METHOD SPT

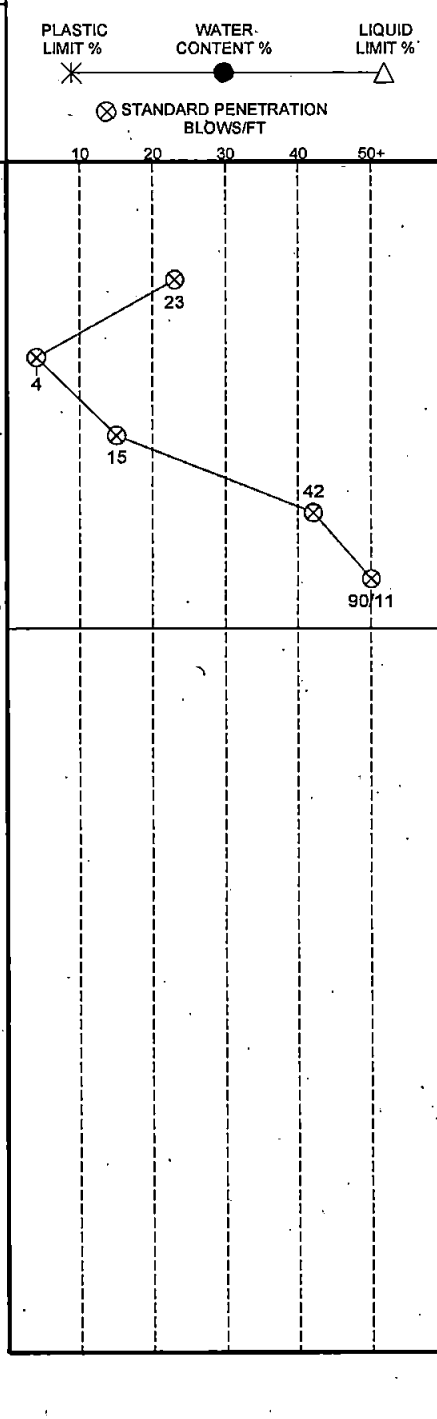
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-11	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL

NORTHING	EASTING	STATION
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DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/6'
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [3.50"]			
	S-1	SS	6	6	(SP) FINE SAND, gray to light brown, moist to wet, loose to very dense			8
	S-2	SS	24	24		9		
5	S-3	SS	24	24		11		
	S-4	SS	24	24		12		
	S-5	SS	24	24		14		
10	S-6	SS	17	17		22		
					END OF BORING @ 12'			50/5



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 4.3 WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 04/19/17	CAVE IN DEPTH
WL(SHW) WL(ACR) <input checked="" type="checkbox"/>	BORING COMPLETED 04/19/17	HAMMER TYPE Manual
WL	RIG EA Deeprock DR3000 RIG Morgan	DRILLING METHOD SPT

CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-12	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL

NORTHING	EASTING	STATION
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○ CALIBRATED PENETROMETER TONS/FT²
1 2 3 4 5+

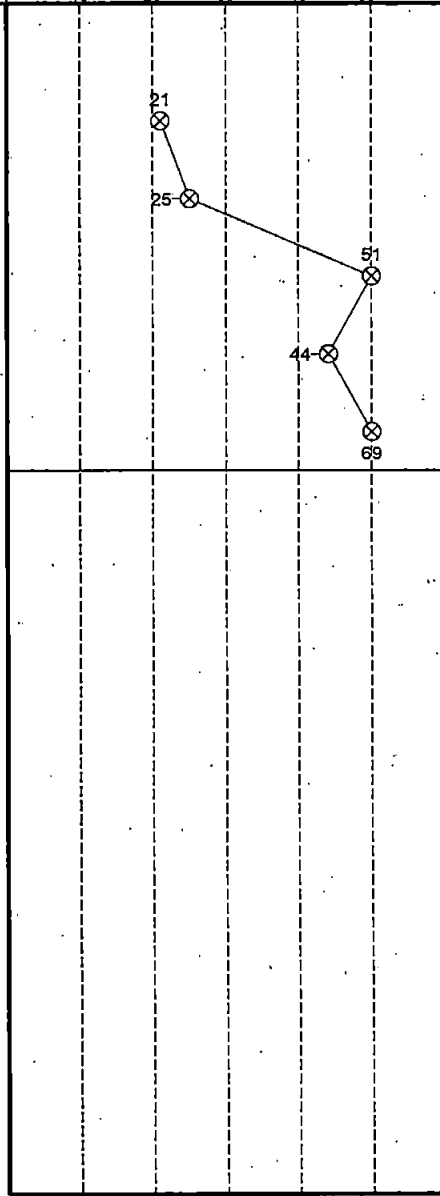
ROCK QUALITY DESIGNATION & RECOVERY
RQD% --- REC.% ---
20% 40% 60% 80% 100%

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)	BLOWS/6"
					BOTTOM OF CASING	LOSS OF CIRCULATION			

PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT %
* ● △


⊗ STANDARD PENETRATION BLOWS/FT
10 20 30 40 50+

0					Asphalt Depth [3.50"]				
	S-1	SS	12	12	Limerock Depth [11.00"]				4
	S-2	SS	24	24	(SP-SM FILL) FILL, FINE SAND WITH SILT, contains asphalt, brown, moist, medium dense				13
	S-3	SS	24	24	(SP) FINE SAND, gray, moist to wet, medium dense to very dense				14
5	S-4	SS	24	24					11
	S-5	SS	24	24					10
10	S-6	SS	24	24					11
									10
									12
									13
									24
									15
									25
									26
									40
									11
									19
									25
									11
									26
									30
									39
									42
					END OF BORING @ 12'				



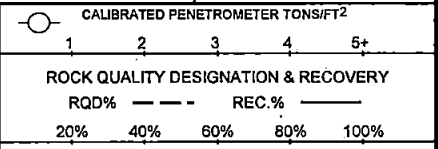
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 2.2 WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 04/19/17	CAVE IN DEPTH
WL(SHW) WL(ACR) <input checked="" type="checkbox"/>	BORING COMPLETED 04/19/17	HAMMER TYPE Manual
WL	RIG EA Deeprock DR360Paver Rig Morgan	DRILLING METHOD SPT

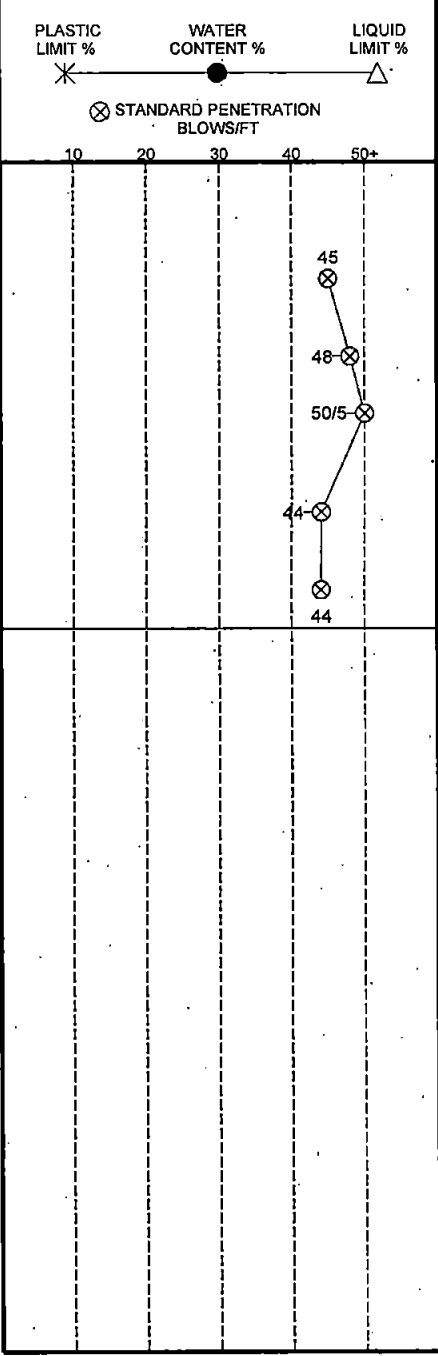
CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-13	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL

NORTHING _____ EASTING _____ STATION _____




DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/6'
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [3.75"]			
	S-1	SS	12	12	(SP) FINE SAND, gray, moist to wet, dense to very dense			11
	S-2	SS	24	24		18		
	S-3	SS	24	24		17		
5	S-4	SS	11	11		22		
	S-5	SS	24	24		23		
	S-6	SS	24	24		9		
10							16	22
							26	19
							29	50/5
							11	19
							25	38
							17	22
							22	22
							38	38
15					END OF BORING @ 12'			
20								
25								
30								



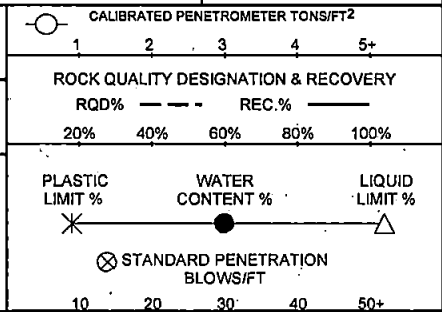
THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 2.5	WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 04/19/17	CAVE IN DEPTH
WL(SHW)	WL(ACR) <input checked="" type="checkbox"/>	BORING COMPLETED 04/19/17	HAMMER TYPE Manual
WL		RIG EA Deeprock DR3000 RIG Morgan	DRILLING METHOD SPT

CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # B-14	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL


NORTHING	EASTING	STATION
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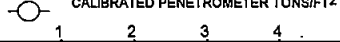


DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)	BLOWS/6"
					BOTTOM OF CASING	LOSS OF CIRCULATION			
0					Asphalt Depth [4.50"]				
					Limerock Depth [11.00"]				
1	S-1	SS	6	6	(SP-SM) FINE SAND WITH SILT, brown, moist, medium dense				12
2	S-2	SS	24	24	(SP) FINE SAND, gray, wet, loose to medium dense, contains slight shell fragments				9
3									9
4	S-3	SS	24	24					9
5									3
6	S-4	SS	24	24					4
7									5
8					(SP) FINE SAND, gray, wet, dense to very dense				6
9									4
10	S-5	SS	24	24					8
11									12
12									12
13									14
14	S-6	SS	24	24					26
15									32
16									16
17									30
18									40
19									40
20									70
21									43
22									
23									
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41									
42									
43									

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 2.2	WS <input type="checkbox"/>	WD <input checked="" type="checkbox"/>	BORING STARTED	04/19/17	CAVE IN DEPTH
WL(SHW)	WL(ACR) <input checked="" type="checkbox"/>		BORING COMPLETED	04/19/17	HAMMER TYPE Manual
WL			RIG EA Deeprock DR30	OPERATOR RgMorgan	DRILLING METHOD SPT


CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # A-1	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION 16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL			 1 2 3 4 5+	
NORTHING	EASTING	STATION	ROCK QUALITY DESIGNATION & RECOVERY RQD% --- REC.% --- 20% 40% 60% 80% 100%	

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/6"	PLASTIC LIMIT % WATER CONTENT % LIQUID LIMIT % STANDARD PENETRATION BLOWS/FT
					BOTTOM OF CASING	LOSS OF CIRCULATION			
0	S-1	AC	6	6	Asphalt Depth [1.00"]			50/3"	
					Limerock Depth [8.00"]			55/1"	
	S-2	AC	6	6	(SP) FINE SAND, gray to light brown, moist, medium dense			70/3"	
	S-3	AC	6	6	(SP) FINE SAND, contains rock fragments, gray to light brown, moist, medium dense			70/1"	
5	S-4	AC	6	6	(SP) FINE SAND, gray to light brown, wet, medium dense			70/6"	
					END OF BORING @ 6'			70/4"	
								40/6"	
								20/6"	
								35/6"	
								30/6"	

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

<input checked="" type="checkbox"/> WL 4 <input checked="" type="checkbox"/> WL(SHW) <input checked="" type="checkbox"/> WL	WS <input type="checkbox"/> WL(ACR) <input checked="" type="checkbox"/>	WD <input checked="" type="checkbox"/>	BORING STARTED 05/09/17 BORING COMPLETED 05/09/17 RIG Hand Augers FOREMAN M. Foster	CAVE IN DEPTH HAMMER TYPE Manual DRILLING METHOD Hand Cone Penetrometer
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CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # A-2	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

SITE LOCATION
16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County, FL

NORTHING _____ EASTING _____ STATION _____


○ CALIBRATED PENETROMETER TONS/FT²
1 2 3 4 5+

ROCK QUALITY DESIGNATION & RECOVERY
RQD% --- REC.% ---
20% 40% 60% 80% 100%

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/6"
					BOTTOM OF CASING	LOSS OF CIRCULATION		
0					Asphalt Depth [1.12"]			
	S-1	AC	6	6	Limerock Depth [4.75"]			
	S-2	AC	6	6	(SP FILL) FILL, FINE SAND, contains asphalt, gray brown, moist, medium dense			
	S-3	AC	6	6	(SP) FINE SAND, light brown to gray, moist to wet, medium dense			
5	S-4	AC	6	6				
					END OF BORING @ 6'			
					*Static Hand Cone Penetrometer Value			

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 3	WS <input type="checkbox"/> WD <input checked="" type="checkbox"/>	BORING STARTED 05/09/17	CAVE IN DEPTH
WL(SHW)	WL(ACR)	BORING COMPLETED 05/09/17	HAMMER TYPE Manual
WL		RIG FOREMAN M. Foster	DRILLING METHOD Hand Cone Penetrometer

CLIENT St. Johns County Board of Commissioners	JOB # 25236	BORING # A-3	SHEET 1 OF 1	
PROJECT NAME 16th Street and A1A Beach Boulevard Pavement Repairs	ARCHITECT-ENGINEER			

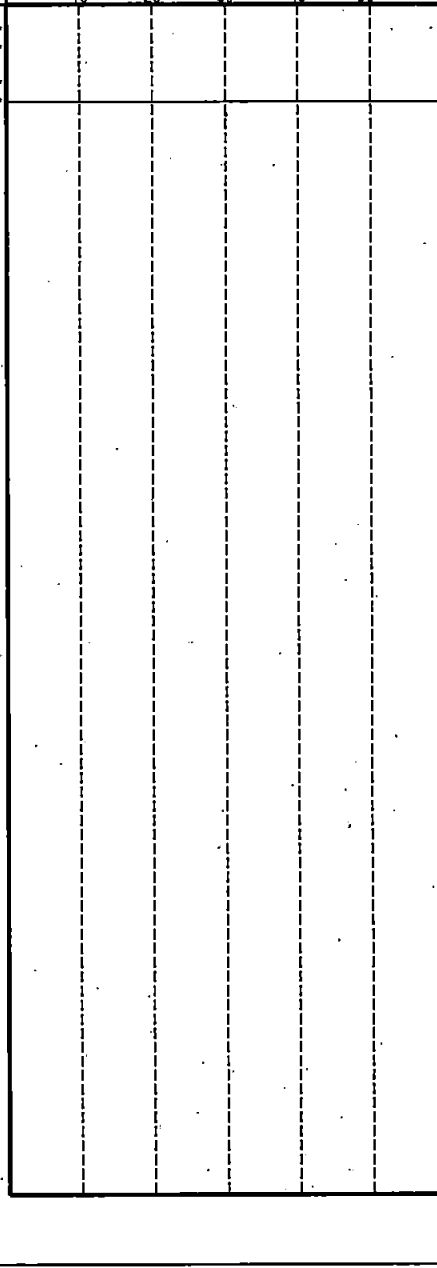
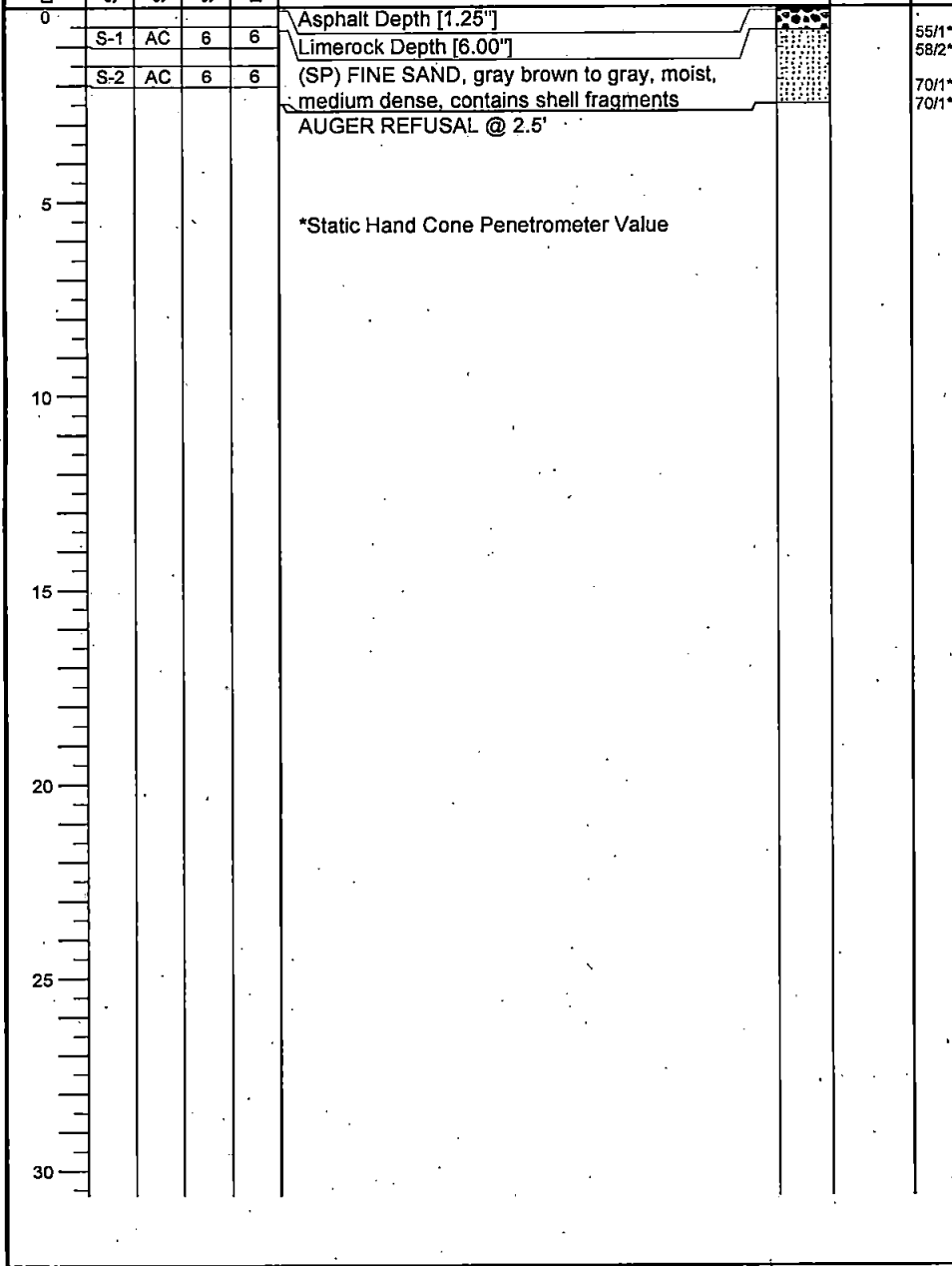
SITE LOCATION
**16th Street and A1A Beach Boulevard, St. Johns County, St. Johns County,
FL**

NORTHING	EASTING	STATION
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CALIBRATED PENETROMETER TONS/FT ²				
1	2	3	4	5+
ROCK QUALITY DESIGNATION & RECOVERY				
RQD% ---	---		REC.% ---	
20%	40%	60%	80%	100%

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS ELEVATION (FT)	BLOWS/6"
					BOTTOM OF CASING	LOSS OF CIRCULATION		
					SURFACE ELEVATION			

PLASTIC LIMIT %	WATER CONTENT %	LIQUID LIMIT %
*	●	△
⊗ STANDARD PENETRATION BLOWS/FT		
10	20	30
40	50+	



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

<input checked="" type="checkbox"/> WL NE	WS <input type="checkbox"/>	WD <input checked="" type="checkbox"/>	BORING STARTED	05/09/17	CAVE IN DEPTH
<input checked="" type="checkbox"/> WL(SHW)	<input checked="" type="checkbox"/> WL(ACR)		BORING COMPLETED	05/09/17	HAMMER TYPE Manual
<input checked="" type="checkbox"/> WL			RIG Hand Augers	FOREMAN M. Foster	DRILLING METHOD Hand Cone Penetrometer

FIELD EXPLORATION PROCEDURES

Standard Penetration Test (SPT) Borings

The Standard Penetration Test (SPT) borings were made in general accordance with the latest revision of ASTM D 1586, "Penetration Test and Split-Barrel Sampling of Soils". The borings were advanced by rotary (or "wash-n-chop") drilling techniques. At 2 ½ to 5 foot intervals, a split-barrel sampler inserted to the borehole bottom and driven 18 inches into the soil using a 140 pound hammer falling on the average 30 inches per hammer blow. The number of hammer blows for the final 12 inches of penetration is termed the "penetration resistance, blow count, or N-value". This value is an index to several in-place geotechnical properties of the material tested, such as relative density and Young's Modulus.

After driving the sampler 18 inches (or less if in hard rock-like material), the sampler was retrieved from the borehole and representative samples of the material within the split-barrel were containerized and sealed. After completing the drilling operations, the samples for each boring were transported to our laboratory where they were examined by our engineer in order to verify the driller's field classification. The retrieved samples will be kept in our facility for a period of six (6) months unless directed otherwise.

Hand Auger Boring

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

KEY TO SOIL CLASSIFICATION

Description of Compactness or Consistency in Relation
To Standard Penetration Resistance

Granular Materials		
Relative Density	Safety Hammer SPT N-Value (Blow/Foot)	Automatic Hammer SPT N-Value (Blow/Foot)
Very Loose	Less than 4	Less than 3
Loose	4 - 10	3 - 8
Medium Dense	10 - 30	8 - 24
Dense	30 - 50	24 - 40
Very Dense	Greater than 50	Greater than 40

Silts and Clays		
Consistency	Safety Hammer SPT N-Value (Blow/Foot)	Automatic Hammer SPT N-Value (Blow/Foot)
Very Soft	Less than 2	Less than 1
Soft	2 - 4	1 - 3
Firm	4 - 8	3 - 6
Stiff	8 - 15	6 - 12
Very Stiff	15 - 30	12 - 24
Hard	Greater than 30	Greater than 24

DESCRIPTION OF SOIL COMPOSITION**

(Unified Soil Classification System)

MAJOR DIVISION		Group Symbol	LABORATORY CLASSIFICATION CRITERIA		SOIL DESCRIPTION
			FINER THAN 200 SIEVE %	SUPPLEMENTARY REQUIREMENTS	
Coarse grained (over 50% by weight coarser than No. 200 sieve)	Gravelly soils (over half of coarse fraction larger than No. 4)	GW	<5*	$D_{30}^2 / (D_{60} \times D_{10})$ greater than 4, $D_{30}^2 / (D_{60} \times D_{10})$ between 1 & 3	Well graded gravels, sandy gravels
		GP	<5*	Not meeting above gradation for GW	Gap graded or uniform gravels, sandy gravels
		GM	>12*	PI less than 4 or below A-line	Silty gravels, silty sandy gravels
		GC	>12*	PI over 7 above A-line	Clayey gravels, clayey sandy gravels
	Sandy soils (over half of coarse fraction finer than No. 4)	SW	<5*	$D_{30}^2 / (D_{60} \times D_{10})$ greater than 6, $D_{30}^2 / (D_{60} \times D_{10})$ between 1 & 3	Well graded sands, gravelly sands
		SP	<5*	Not meeting above gradation requirements	Gap graded or uniform sands, gravelly sands
		SM	>12*	PI less than 4 or below A-line	Silty sands, silty gravelly sands
		SC	>12*	PI over 7 and above A-line	Clayey sands, clayey gravelly sands
Fine grained (over 50% by weight finer than No. 200 sieve)	Low compressibility (liquid limit less than 50)	ML	Plasticity chart		Silts, very fine sands, silty or clayey fine sands, micaceous silts
		CL	Plasticity chart		Low plasticity clays, sandy or silty clays
		OL	Plasticity chart, organic odor or color		Organic silts and clays of low plasticity
	High compressibility (liquid limit more than 50)	MH	Plasticity chart		Micaceous silts, diatomaceous silts, volcanic ash
		CH	Plasticity chart		Highly plastic clays and sandy clays
		OH	Plasticity chart, organic odor or color		Organic silts and clays of high plasticity
Soils with fibrous organic matter		PT	Fibrous organic matter, will char, burn or glow		Peat, sandy peats, and clayey peat

* For soils having 5 to 12 percent passing the No. 200 sieve, use a dual symbol such as SP-SM.

** Standard Classification of Soils for Engineering Purposes (ASTM D 2487)

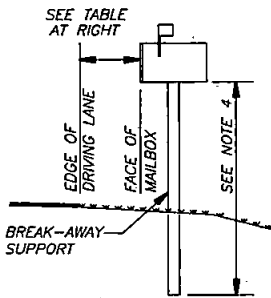
SAND/GRAVEL DESCRIPTION MODIFIERS	
Modifier	Sand/Gravel Content
Trace	<15%
With	15% to 29%
Sandy/Gravelly	>29%

ORGANIC MATERIAL MODIFIERS	
Modifier	Organic Content
Trace	1% to 2%
Few	2% to 4%
Some	4% to 8%
Many	>8%

SILT/CLAY DESCRIPTION MODIFIERS	
Modifier	Silt/Clay Content
Trace	<5%
With	5% to 12%
Silty/Clayey	13% to 35%
Very	>35%

Bid No. 19-13
Specification

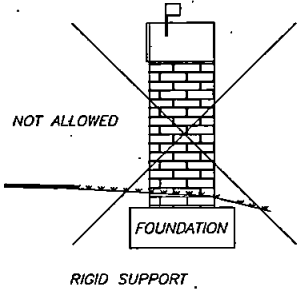
Exhibit E



POSTED SPEED LIMIT	MINIMUM SETBACK FROM* FACE OF MAILBOX TO EDGE OF DRIVING LANE (BREAK-AWAY SUPPORTS ONLY)
25 MPH AND LESS	1.50 FEET (18 INCHES)
30 TO 40 MPH	2.67 FEET (30 INCHES)
45 MPH AND GREATER	8.00 FEET

* FOR EXISTING ROADWAYS WHERE THE MINIMUM SETBACK REQUIREMENTS CANNOT PHYSICALLY BE MET, CONTACT THE ST JOHNS COUNTY PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION.

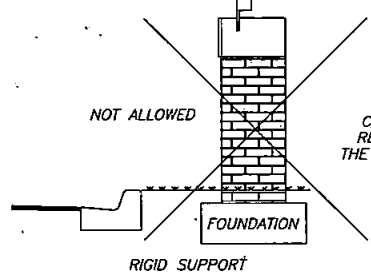
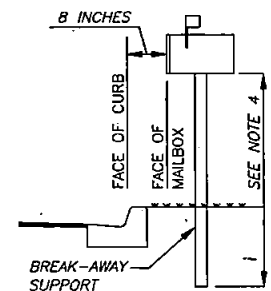
SWALED ROADWAY SECTIONS



GENERAL NOTES:

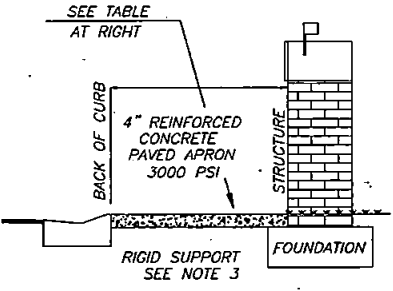
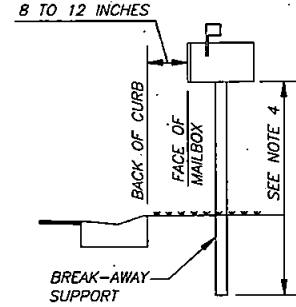
1. THE LOCATION AND CONSTRUCTION OF MAILBOXES SHALL CONFORM TO THE RULES AND REGULATIONS OF THE UNITED STATES POSTAL SERVICE AS MODIFIED BY THIS DESIGN STANDARD.
2. 4 INCH x 4 INCH WOOD SUPPORT POSTS, 2 INCH DIAMETER SCHEDULE 40 STEEL PIPE, FLANGED CHANNEL SUPPORT POSTS, AND RELATED SUPPORT STRUCTURES MEETING THE REQUIREMENTS OF THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX NO. 532 (LATEST EDITION) WILL NOT REQUIRE A RIGHT-OF-WAY PERMIT AS LONG AS PLACEMENT WITHIN THE RIGHT-OF-WAY MEETS THE STANDARDS SHOWN AT LEFT.
3. CONCRETE, BLOCK, BRICK, STONE OR OTHER RIGID FOUNDATION STRUCTURE OR ENCASEMENT (ABOVE OR BELOW GROUND) WILL NOT BE PERMITTED WITHIN THE CLEAR ZONE OF ANY COUNTY RIGHT-OF-WAY. THESE TYPE SUPPORT STRUCTURES SHALL BE CONSIDERED A ROADWAY SAFETY HAZARD AND MUST MEET CLEAR ZONE REQUIREMENTS BASED ON CRITERIA CONTAINED IN THE FDOT MANUAL OF UNIFORM STANDARDS. USE OF THESE STRUCTURES WITHIN ANY COUNTY RIGHT-OF-WAY WILL REQUIRE AN APPLICATION FOR RIGHT-OF-WAY PERMIT AND APPROVAL BY THE PUBLIC WORKS DEPARTMENT PRIOR TO PLACEMENT WITHIN COUNTY RIGHT-OF-WAY.

THESE STANDARDS MUST ALSO APPLY TO PRIVATELY OWNED ROAD RIGHT-OF-WAY FOR THE PROTECTION OF THE HEALTH, SAFETY AND WELFARE OF THE TRAVELING PUBLIC.
4. THE BOTTOM OF ALL MAILBOXES SHALL BE SET AT A HEIGHT OF 40 TO 44 INCHES FROM THE GROUND LINE OR AS REQUIRED BY THE POSTAL SERVICE. MAXIMUM EMBEDMENT DEPTH FOR SUPPORT STRUCTURE MEETING ITEM 2 ABOVE SHALL BE 24 INCHES.
5. FAILURE TO COMPLY BY THE STANDARDS SHOWN HEREON SHALL RESULT IN IMPLEMENTATION OF CODE ENFORCEMENT PROCEDURES.
6. THE APPROACH TO THE MAILBOX MUST BE CLEAR OF ALL OBSTRUCTIONS TO ALLOW SAFE ACCESS FOR DELIVERY. IF U.S. POSTAL SERVICE EMPLOYEES ARE IMPEDED IN REACHING A MAIL RECEPTACLE, THE POSTMASTER MAY WITHDRAW DELIVERY SERVICE.



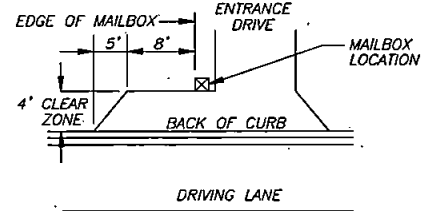
DUE TO CONFLICTS BETWEEN THE POSTAL SERVICES, ACCESSIBILITY REQUIREMENTS AND CLEAR ZONE REQUIREMENTS, RIGID STRUCTURES RELATIVE TO NOTE 3 WILL NOT BE PERMITTED IN THE RIGHT-OF-WAY WITH STANDARD CURB & GUTTER ROADWAY SECTIONS

STANDARD CURB & GUTTER ROADWAY SECTIONS




POSTED SPEED LIMIT	MINIMUM DISTANCE FROM BACK OF CURB TO FACE OF STRUCTURE
LOCAL ROADS 30 MPH AND LESS	4 FEET R/W PERMIT REQUIRED
35 MPH AND GREATER	NOT ALLOWED

LOW PROFILE CURB & GUTTER ROADWAY SECTIONS



PAVED APRON DETAIL
(LOCAL ROAD - 30 MPH AND LESS ONLY)



ST JOHNS COUNTY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
2740 Industry Center Road
ST AUGUSTINE, FLORIDA 32084
Phone (904) 209-0110 • Fax: (904) 209-0140

REVISION
10/09


DESIGN DETAIL

MAILBOX PLACEMENT
WITHIN ROAD RIGHT-OF-WAY

EFFECTIVE DATE:

DETAIL NO. 116

APPROVED:



H.P. TOMPKINS, JR., P.E.
COUNTY ENGINEER



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

November 5, 2018

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No: 19-13; 16th Street Road Replacement

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, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, April Bacon; Disaster Recovery Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Questions/Responses:

- 1. We are pre-qualified with FDOT for flexible paving, is that qualification sufficient to bid this project?**
Answer: Prime or Sub-contractor, need to be FDOT pre-qualified in all aspects of the project scope. Flexible pavement is only one of the subject areas described in the scope and is not singly sufficient.
- 2. We would like to see if there is an Engineers Estimate on this project.**
Answer: An engineer's estimate of cost is not available for this project.

THE BID DUE DATE REMAINS: Wednesday, November 14, 2018 at 2:00 P.M.

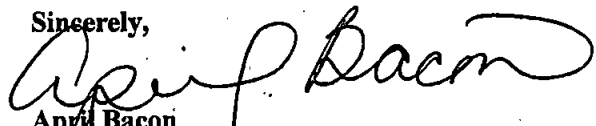
Acknowledgment

Signature and Date

Printed Name and Title

Company Name (Print)

Sincerely,


April Bacon
Disaster Recovery Procurement Coordinator
Purchasing Department

END OF ADDENDUM #1