RESOLUTION NO. 2019 - 384

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-89 AND TO EXECUTE AN AGREEMENT WITH CHINCHOR ELECTRIC, INC. FOR SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION.

RECITALS

WHEREAS, the County desires to enter into contracts with Chinchor Electric, Inc. to provide services for automation of the St. Johns County Tillman Ridge Landfill Leachate System in accordance with Bid No. 19-89; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, and equipment required in order to fully automate the leachate system for the St. Johns County Tillman Ridge Landfill, located at 3005 Allen Nease Road, Elkton, Florida 32033, in accordance with Bid No. 19-89; and

WHEREAS, through the County's formal Bid process, Chinchor Electric, Inc. was selected as the lowest, responsive, responsible bidder to enter into 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 contract 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 No. 19-89 to Chinchor Electric, Inc. and to execute a contract for the services set forth therein.
- Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further 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 No: 19-89.
- 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 day of November, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Paul M. Waldron, Chair

ATTEST: Hunter \$. Conrad, Clerk

By: Tam Hallerman

Deputy Clerk

ETHINITION DATE_



STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR

(1992 EDITION, REVISED 12/18/13)

The Owner and the Contractor hereby agree as follows:

ARTICLE I THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following: Bid Documents, Addendum 1 and 2, Construction Plans, Bonds and Insurance.

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

1.3 Entire Agreement

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

1.4 No Privity with Others

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

1.5 Intent and Interpretation

- 1.5.1 The intent of this Agreement is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.
- 1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include," "includes" or "including," as used in this Agreement, shall be deemed to be followed by the phrase "without limitation."
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a

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

- 1.5.6 Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve any such approval by evidence of the Contractor's compliance with the Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

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

ARTICLE II THE WORK

2.1 Scope of Work

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

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

The Contractor shall be responsible for providing any and all labor, materials, and equipment required in order to fully automate the leachate system for the St. Johns County Tillman Ridge Landfill, located at 3005 Allen Nease Road, Elkton, Florida 32033. The existing annual control and power system shall be demolished in its entirety with the exception of the existing pump motors and canopy/security lighting. The new system shall be limited to a daily outflow of five thousand (5,000) gallons and shall stagger the effluent output over the course of a full day, so as not to cause a surge event at the downstream wastewater treatment plant. Two new duplex pump controllers shall be installed, one controlling the storage tanks to the force main. Two new ultrasonic level transducers shall be installed to monitor the leachate storage tank levels and control both duplex pump controllers. The storage tank fill controller shall be capable of receiving the output signal from the ultrasonic transmitters and interpreting into the corresponding tank level.

The existing utility service feeding the office building shall be removed in its entirety. The Contractor shall coordinate the service removal with Florida Power and Light (FPL) and minimize operational downtime by installing the office building new feeder from existing panel LP-1 prior to demolition. The transfer from the old system to the new shall take no longer than two working days. Additional downtime shall result in the Contractor supplying portable generator sets, if additional are required, at their expense.

All work shall be performed in accordance with the plans and specifications under Bid No. 19-89.

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 \$1,241.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a total Lump Sum price of One Hundred Twenty-one Thousand Three Hundred Twenty-four Dollars (\$121,324.00).

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 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 <u>liquidated damages at the sum shown in Paragraph 3.1.2. per day</u> 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.

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ARTICLE VII THE CONTRACTOR

- 7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.2 The Contractor shall perform the Work strictly in accordance with this Agreement.
- 7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

- 7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Agreement. This warranty shall survive termination of this Agreement and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.
- 7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

- 7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.
- 7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function

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

- 7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Agreement.
- 7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Agreement marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the

Owner.

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

- 7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, employees and officials from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, noted in either the Scope of Work, or the Contract Documents, that are referenced and considered a part of this Agreement. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting therefrom or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- 7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

- 7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.
- 7.13.2 The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

- 8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Agreement. The Project Director shall be the Owner's representative from the effective date of this Agreement until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Agreement.
- 8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.
- 8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

- 8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Agreement.
- 8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Agreement. If the Project Director deems it necessary or advisable, the Project Director shall authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.
- 8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
- 8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.
- 8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Agreement and shall issue a Final Certificate for Payment upon compliance with the requirements of this Agreement.
- 8.1.9 The Project Director's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

8.2 Claims by the Contractor

- 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Agreement and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.
- 8.2.3 Claims for Concealed and Unknown Conditions Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Agreement, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.2.4 Claims for Additional Costs If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving arise 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 of 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 Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

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

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

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

ARTICLE XIV MISCELLANEOUS

14.1 Governing Law & Venue

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

14.2 Successors and Assigns

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

14.3 Surety Bonds

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

14.4. Safety of Persons and Property

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

of which is not known to the Contractor report thereof shall be made immediately to the Engineer.

- 14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.
- 14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

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

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

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

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

- 16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.
- 16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.
- 16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.
- 16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.
- 16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.
- 16.1.6 The Contractor agrees to insert in any Subcontract under this Agreement the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.
- 16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida

Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVII PUBLIC RECORDS

17.1 Public Records

- 17.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- 17.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- 17.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- 17.1.4 Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

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

BID NO: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

Owner	Contractor			
St. Johns County, FL (Seal) (Typed Name)	Chinchor Electric, Inc. (Typed Name)			
By:	By:			
Printed Name	Printed Name & Title	·		
Title	Date of Execution			
Date of Execution				
ATTEST: St. Johns County, FL Clerk of Courts	,			
By:				
Date of Execution		٠		
Legally Sufficient:				
Deputy County Attorney	•			
Date of Execution				

BID NO: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

EXHIBIT "A"

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Total Lump Sum Bid Price as submitted in the Bid Proposal. The approved bid price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

October 7, 2019

RE: Bid No: 19-89; SJC Tillman Ridge Landfill Leachate System Automation

Please be advised that the Purchasing Department of the St. Johns County is issuing this notice of its Intent to Award a contract to Chinchor Electric, Inc. as the lowest responsive, responsible bidder for Bid No: 19-89; SJC Tillman Ridge Landfill Leachate System Automation. This notice will remain posted on the St. Johns County Purchasing Department bulletin board until 3:00 PM, Thursday, October 10, 2019.

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 Diana M. Fye, AS, CPPB, Procurement Coordinator at dfye@sicfl.us.

Sincerely,

St. Johns County

Board of County Commissioners

County Representative Signature

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM

Purchasing Manager

(904) 209-0158 - Direct

(904) 209-0159 - Fax

jlocklear@sjcfl.us

www.sjcfl.us



ST. JOHNS COUNTY PURCHASING DEPARTMENT

500 San Sebastian View St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO:

Christy Stewart

FROM:

Diana M. Fye, AS, CPPB, Procurement Coordinator

SUBJECT:

Bid # 19-89; SJC Tillman Ridge Landfill Leachate System Automation

DATE:

September 25, 2019

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.

1

Please let me know if I can assist your department in any other way.

Dept. Approval Wandy Hick
Date 10 4 2019
Budget Amount <u>\$121,324</u>
Account Funding Title Improvements O/T Building
Funding Charge Code 4399.56301
Award to . Chinchor Electric, Inc.
Award Amount

ST. JOHNS COUNTY BID TABULATION

BID TITLE BID NUMBER OPENING DATE/TIME POSTING DATE/TIME	FROM	chate System Automatio	UNIIL 09/30/19 3:00 PM	ANY BIDDER AFFECTED ADVERS. DECISION WITH RESPECT TO THE SHALL FILE WITH THE PURCHAS ST. JOHNS COUNTY, A WRITTEN. FILE A PROTEST NOT LATER THA HOURS (EXCLUDING SATURDAY, HOLIDAYS) AFFER THE POSTING PROTEST PROCEDURES MAY BE OF PURCHASING DEPARTMENT.	E AWARD OF ANY BID, ING DEPARTMENT FOR NOTICE OF INTENT AN SEVENTY-TWO (72) SUNDAY AND LEGAL OF THE BID TABULATION	OPENED BY TABULATED BY VERIFIED BY PAGE(S) I of	ERIN EDWARDS SELLY VONGCHANTA ERIN EDWARDS SEL	5M
BIDDERS	TOTAL LUMP SUM BÍD	BID BOND	ATTENDED . MANDATORY PRE- BID MEETING?	ADDENDUM 1	ADDENDUM 2			
Burchfield Electric, Inc.	\$150,250.00	Yes	Yes	Yes	Yes			
Chinchor Electric, Inc.	\$121,324.00	Yes	Yes	Yes	Yes			
			-					
		_						

BID AWARD DATE-

BID NO: 19-89

OFFICIAL COUNTY BID FORM ST. JOHNS COUNTY, FLORIDA

SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION PROJECT:

TO:

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

DATE SUBMITTED: September 25, 2019

BID PROPOSAL OF

Full Legal Company Name				
386-774-1020	386-774-7223			
Telephone Number	Fax Number			
ne project, and having carefully en Ridge Landfill Leachate System	n Automation in St. Johns County			
	Telephone Number ne project, and having carefully en n Ridge Landfill Leachate System			

Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

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

\$_121,324.00	
Total Lump Sum Bid Price (Numerical)	
One hundred twenty-one thousand, three hundred twenty-four dollars and zero cents	/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.

The Total Lump Sum Bid Price submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Total Lump Sum Bid Price above shall be the final price charged to the County for work performed.

BID NO: 19-89

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

No.: 1	Date Received:	August 30, 2019
No.: 2	Date Received:	September 19, 2019
No.:	Date Received:	

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

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

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

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

BID NO: 19-89

CORPORATE/COMPANY

Full Legal Company Name: Chinchor Electric, Inc.	(Seal)
Ву:	Timothy I. Chinchor, President
Signature Capthorized Representative	(Name & Title typed or printed)
Ву:	
Signature of Authorized Representative	(Name & Title typed or printed)
Address: 1460 S Leavitt Ave, Orange City, FL 32763	3
Telephone No.: (386) 774-1020	Fax No.: (<u>386) 774-7223</u>
Email Address for Authorized Company Representative:	Dhasco@chinchorelectric.com
Federal I.D. Tax Number: 59-3044703	DUNS #: 783699176
INDIVIDUAL	(If applicable)
Name:	
	typed or printed) (Title)
Address:	
Telephone No.: ()	Fax No.:
Email Address:	
Federal I.D. Tax Number:	
Attachment "B" - Certic Attachment "C" - Licen Attachment "D" - List of Attachment "E" - Conflict Attachment "F" - Drug-Attachment "G" - Proof Attachment "H" - Expe Attachment "I" - Claim Bid Bond Form	hns County Board of County Commissioners Affidavit ficate as to Corporate Principal use / Certification List of Proposed Sub-Contractors/Suppliers lict of Interest Disclosure Form Free Workplace Form of Insurance

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", 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.: 19-89: SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

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 Timothy I. Chinchor				wh	o being	duly
sworn, deposes and says he is	President	(Title)	of	the	firm	of
Chinchor Electric, Inc.	Bidder submitting the attached prop	osal for the	services	covered	by the	bid
documents for Bid No: 19-89;	SJC Tillman Ridge Landfill Leachate System Au					

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.

Chinchor Electric, Inc.
(Didder)
By:
<u>President</u>
(Title)

Sworn and subscribed to me this <u>25th</u> day of <u>September</u>, 20 19

Notary Public		§
Signature	X .	ξ
Kimberly	K. Cno	80
Printed	•	٠

Motary Public State of Florid Kimberly K Capman My Commission GG 181473 My Commission GG 181473 My Commission GG 181484

My commission Expires:

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

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Mariah Anselmo	, certify that I am the Secretary of the Corporation named as Principal in the
attached bond; that Timothy I. Chinchor	who signed the said bond on behalf of the Principal, was
then President	of said Corporation; that I know his signature, and
	d bond was duly signed, sealed, and attested for and in behalf of said Corporation
by authority of its governing body.	100
/	Who X
	Secretary Corporate Seal
	Corporate Scar
(STATE OF FLORIDA	
COUNTY OF ST. JOHNS)	
Before me. a Notary Public	dulus commissioned could be designed and seed of the commissioned and the commissioned are designed as the commissioned are designed
	duly commissioned, qualified and acting, personally appeared
and that he has been authorized by	first duly sworn upon oath, says that he is the Attorney-In-Fact, for the United Fire & Casualty Company to execute the foregoing
bond on behalf of the surety named therein	
one on contain of the surery harnest therein	
Subscribed and sworn to me this 25th	day of September, 20 19, A.D.
	•
Allered District	
Notary Public State of Florida Jenna Delgado	OTARY PUBLIC WINNEY PLACED
My Commission GG 364161	of Florida-at-large Jenna Pelgado
······································	of Florida-at-large
M	ly Commission Expires: 4/12/2022
	, <u></u>
44	,
(Attach Power of Attorney to	o original Bid Bond and Financial Statement of Surety Company)

* United Fire & Casualty Company

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

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
Electrical Contractor	EC13004865	State of Florida DBPR	August 31, 2020
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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

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

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

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

STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

EC13004865
ELECTRICAL CONTRACTOR
CHINCHOR, TIMOTHY IAN
CHINCHOR ELECTRIC, INC.

STRATE OF FLORIDA DEPARTMENT
ISSUED: 06/25/2018

ESPIRATION DATE: AUGUST 31, 2020

2018/2019

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by: Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



200107120014 Account # Expires: September 30, 2019

Business Location: 1440 S LEAVITT AVE

Business Name: CHINCHOR ELECTRIC INC Owner Name: TIMOTHY Z CHINCHOR

Mailing Address: PO BOX 4311

ENTERPRISE, FL 32725

BUSINESS TYPE CODE COUNT **Electrical Contractor** 301E

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- * The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave. Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: RECEIPT #: 07/18/2018

TOTAL TAX: PENALTY:

BT 1-17-00003351 225,00

TOTAL PAID:

0.00 225.00

Business Name: CHINCHOR ELECTRIC INC TIMOTHY Z CHINCHOR Owner Name:

Mailing Address:PO BOX 4311

ENTERPRISE, FL 32725



Account # 200107120014 Expires: September 30, 2019

Business Location: 1440 S LEAVITT AVE

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

CITY OF ORANGE CITY LOCAL BUSINESS TAX RECEI

LICENSE# LIC-5-05-1218 License Type: Contractor-sub

Amt. Paid: \$ 443,00

Stipulations: Sign permit issued by the Development Services Dept is required before installing signs Outdoor storage shall be maintained in compliance with the approved site plan at all times.

Chinchor Electric 1440-1460 S. Leavitt Avenue Orange City FL 32763

Date Issued: 08/13/2018 Expires: 09/30/2019

Annual Inspections

Contractor-Général - 0240 - FY

Small Sign Fee

\$140.00 \$243.00

\$60.00

CITY OF ORANGE CITY

205 E. Graves Avenue

Orange City, FL 32763



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

Detail by Entity Name

Florida Profit Corporation CHINCHOR ELECTRIC, INC.

Filing Information

Document Number

S19759

FEI/EIN Number

59-3044703

Date Filed

12/17/1990

Effective Date

01/01/1991

State

FL

Status

ACTIVE

Last Event

AMENDMENT

05/25/2018

Event Date Filed

Event Effective Date

NONE

Principal Address

1460 SOUTH LEAVITT AVENUE ORANGE CITY, FL 32763

Changed: 01/15/2019

Mailing Address

1460 SOUTH LEAVITT AVENUE ORANGE CITY, FL 32763

Changed: 01/15/2019

Registered Agent Name & Address

CHINCHOR, TIMOTHY Z. 119 TWISTED OAK TRAIL DELTONA, FL 32725

Address Changed: 03/17/1992

Officer/Director Detail

Name & Address

Title VP

SOLTIS, JEFF C 1579 DEERFIELD AVE DELTONA, FL 32725

Title S

ANSELMO, MARIAH 2401 Lake Street Deltona, FL 32738

Title P

CHINCHOR, TIMOTHY I 420 GREENRIDGE CT DEBARY, FL 32713

Title CEO

CHINCHOR, TIMOTHY Z 119 TWISTED OAK TRAIL DELTONA, FL 32725

Title D

HASCO, DONALD J 2374 KENNINGTON COVE DELAND, FL 32724

Title C

CHINCHOR, TIMOTHY Z 119 TWISTED OAK TRAIL DELTONA, FL 32725

Annual Reports

Report Year Filed Date 2017 01/16/2017 2018 01/18/2018 2019 01/15/2019

Document Images

01/15/2019 - ANNUAL REPORT	View image in PDF format
05/25/2018 Amendment	View image in PDF format
01/18/2018 - ANNUAL REPORT	View image in PDF formal
01/16/2017 - ANNUAL REPORT	View image in PDF format
01/28/2016 - ANNUAL REPORT	View image in PDF format
03/10/2015 - Amendment	View image in PDF format
02/27/2015 ANNUAL REPORT	View image in PDF format
01/14/2014 ANNUAL REPORT	View image in PDF format
03/19/2013 - ANNUAL REPORT	View image in PDF format
04/24/2012 - Amendment	View image in PDF format
01/26/2012 - ANNUAL REPORT	View image in PDF format
02/15/2011 ANNUAL REPORT	View image in POF format
02/19/2010 - ANNUAL REPORT	View image in PDF format
03/24/2009 - ANNUAL REPORT	View image In PDF format

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01/14/2008 - ANNUAL REPORT	View image in PDF format
01/10/2007 - ANNUAL REPORT	View image in PDF format
04/27/2006 ANNUAL REPORT	View image in PDF format
03/01/2005 - ANNUAL REPORT	View image in PDF format
04/20/2004 - ANNUAL REPORT	View image in PDF format
01/13/2003 ANNUAL REPORT	View image in PDF format
04/07/2002 ANNUAL REPORT	View Image in PDF format
03/29/2001 - ANNUAL REPORT	View image in PDF format
03/01/2000 - ANNUAL REPORT	View image in PDF format
02/19/1999 - ANNUAL REPORT	View image in PDF format
05/06/1998 - ANNUAL REPORT	View image in PDF format
05/07/1997 ANNUAL REPORT	View image in PDF formal
08/05/1996 ANNUAL REPORT	View image in PDF format
04/28/1995 - ANNUAL REPORT	View image in PDF format

Fixeda Department of State, Division of Corporations

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

ATTACHMENT "D"

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

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

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Rocha Controls	Instrumentation / Control	Raymond Rocha	813-267-3235 rrocha@rochacontrols.com
Graybar	Materials Supplier	Ronald Schultz	386-258-5461 Ronald.Schultz@graybar.com
		1	
		4	

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: <u>Bid No 19-89</u>; <u>SJC Tillman Ridge Landfill Leachate System Automation</u>

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:

31		ersigned Respondent has no actual or peroperty interests for completing work	ootential conflict of interest due to any on the above referenced project.
			s information which may be a potential ests for completing work on the above
Legal	Name of Respondent:	Chinchor Electric Inc.	·····
Autho	rized Representative(s):	Signature	Timothy I. Chinchor, President Print Name/Title
		Signature	Print Name/Title

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

St. Johns County Board of County Commissioners

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

Th	e undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that
CI	hinchor Electric, 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 is 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
Se	eptember 25, 2019
	Date

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

ATTACHMENT "G"

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under <u>Insurance (Pages 13-14)</u>.

PROOF OF INSURANCE

(Attach or insert copy of "Certificate of Insurance" here)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/26/2019

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). Denise D'Ahato PHONE (A/C, No. Ext): E-MAIL Brown & Brown of Florida, Inc. (386) 239-7281 (386) 323-9121 FAX (A/C, No): P.O. Box 2412 ddabato@bbdaytona.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # Daytona Beach FL 32115-2415 Amerisure Insurance Company 19488 INSURER A: INSURED XL Specialty Insurance Company 37885 CHINCHOR ELECTRIC, INC. The North River Insurance Company 21105 INSURER C 1460 SOUTH LEAVITT AVE, LLoyd's of London 19224 INSURER D : INSURER E: **ORANGE CITY** FL 32763 INSURER F: COVERAGES 19-20 **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. ADDLISUBR TYPE OF INSURANCE LIMITS POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X OCCUR 300,000 10,000 MED EXP (Any one person) GL21060460201 08/30/2020 08/30/2019 1,000,000 PERSONAL & ADVINUIRY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** POLICY X PRO-2,000,000 PRODUCTS - COMPIOP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY s 1,000.000 ANYAUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED CA21060480201 08/30/2019 08/30/2020 **BODILY INJURY (Per accident)** 5 AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS ONLY AUTOS ONLY PIP-Basic s 10,000 UMBRELLA LIAB s 10,000,000 OCCUR **EACH OCCURRENCE** C EXCESS LIAB 5821126812 08/30/2019 08/30/2020 20,000,000 CLAIMS-MADE AGGREGATE DED | RETENTION S 0 PROD/C-OP 10,000,000 WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) s 1,000,000 E.L. EACH ACCIDENT N WC21060470201 08/30/2019 08/30/2020 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT RENTED EQUIPMENT \$100,000 **INLAND MARINE** LIMOOSS950MA19A 08/30/2019 08/30/2020 INSTALLATION \$250,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be ettached if more space is required) SEE NOTES FOR POLICY COVERAGE FORMS ST. JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION, EXCEPT FOR 10 DAYS FOR NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER BY THE CARRIER FOR GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES. **CERTIFICATE HOLDER** 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.

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STATE OF FLORIDA

ST. AUGUSTINE

500 SAN SEBASTIAN VIEW

ST. JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE

FL 32084

AUTHORIZED REPRESENTATIVE

ACCI	\sim	CHETC.	MACO IO.
AGEN	LL T	CUSIL	MER ID:

. LOC #:



ADDITIONAL REMARKS SCHEDLILE

Dága	
.Page	

	ADDITIONAL INCHA	KKO GONEDOLE	
AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED CHINCHOR ELECTRIC, INC.	
POLICY NUMBER		<u> </u>	
CARRIER	NAIC CODE		
ADDITIONAL DESIADOS		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25

FORM TITLE: Certificate of Liability Insurance: Notes

INSURER D - PROFESSIONAL/POLLUTION LIABILITY POLICY NUMBER: B0621PCHIN000219 08/30/2019 TO 08/30/2020 PER OCCURENCE: \$1,000,000 AGGREGATE: \$2,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:

1.) CG7048 1015-CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT (ADDITIONAL INSURED- ONGOING AND COMPLETED OPERATIONS, ADDITIONAL INSURED-ARCHITECT/ ENGINEER/ SURVEYORS EMPLYED BY OTHER, PRIMARY AND NON-CONTRIBUTORY)
2.) CG7289 0417-FLORIDA CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMEN (ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PRESMISES, ADDITIONAL INSURED-STATE OR POLITICAL, WAIVER OF SUBROGATION)

3.) IL7074 0116-NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE -- THIRD PARTY

AUTO LIABILITY

- 1.) CA7171 0508-FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT (ADDITIONAL INSURED, WAIVER OF SUBROGATION)
- 2.) CA2001 1013-LESSOR -ADDITIONAL INSURED AND LOSS PAYEE
- 3.) CA7165 0911-DESIGNATED INSURED-PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE
- 4.) CA9944 1013-LOSS PAYABLE CLAUSE
- 5.) IL7074 0116-NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE THIRD PARTY

WORKERS COMPENSATION:

- 1.) WC000313 0484-WAIVER OF OUR RIGHT TO RECOVER FROM THE OTHERS ENDORSEMENT
- 2.) WC990902 0607-NOTICE OF CANCELLATION AND NON-RENEWAL TO THIRD PARTIES

UMBRELLA LIABILITY:

- 1.) FM101.0.303 0818 EXCESS LIABILITY INSURANCE POLICY DECLARATIONS (ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION)
- 2.) FM2.0.1036 0612 FLORIDA POLICYHOLDER NOTICE OF CANCELLATION FOR CERTIFICATE HOLDERS W/O SCHEDULE THE EXCESS POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY.

EQUIPMENT:

HCM050 0112-BLANKET LOSS PAYEE

NO RESIDENTIAL EXCLUSION

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

ATTACHMENT "H"

EXPERIENCE OF BIDDER

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

The Bidder shall provide the following information regarding experience within the <u>past ten (10) years</u> of this solicitation. Bidder must demonstrate the successful completion of <u>three (3) projects</u> equal to or greater than the scope and dollar value of that being proposed.

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

By: Chinchor Electric, Inc.

Bidder

Date

September 25, 2019

Date

Authorized Signature

D. (DD. O.D.)	Lavandara villa innana	001/00100	
DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
2011 to Current	Volusia County Solid Waste 1990 Tomoka Farms Rd Port Orange, FL 32128 anorthcutt@volusia.org 386-947-2952	\$170,000 and ongoing	Electrical Maintenance of Leachate System Tomoka Landfill & Deland Transfer Station
10/2015 to 2/2017	Thalle Construction 900 NE Hwy 86 N Hillsborough, NC 27278 919-245-1890 Info@thalle.com / RGonzalez@f	\$83,233 halle.com	Brevard County EDF South Landfill Cocoa, FL
4/2015 to 12/2015	T&K Construction LLC 235 County Rd 1242 Vinemont, AL 35179 256-734-6611 tandk construction@yahoo.com	\$160,356 ,	Tomoka Landfill N Cell Phase II Volusia County, FL

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

ATTACHMENT "I"

CLAIMS, LIENS, LITIGATION HISTORY (Complete and Submit)

1.	Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes No X If yes, please attach additional sheet(s) to include:
I	Description of every action Captions of the Litigation or Arbitration Amount at issue: Name (s) of the attorneys representing all parties:
7	Amount actually recovered, if any:
2.	List all pending litigation and or arbitration. Please see attached
3.	List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. See
4.	Within the past 7 years, please list all <u>Liens</u> , 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. None
5.	Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes No_X 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 X No If no, please explain why?
7.	List the status of all pending claims currently filed against your company: Please see attached
Lie	quidated Damages
	1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes No X If yes, please explain in detail:

(Use additional or supplemental pages as needed)

CHINCHOR ELECTRIC INC.

INDUSTRIAL

COMMERCIAL

SIGNALIZATION

September 10, 2019

Osceola County

1 Courthouse Square, Suite 230

Kissimmee, FL 34741

RE: Prequalification of Contractors for Continuing Services on a Task Authorization Basis

Listed below are past and current litigation disputes covering the prior seven year period.

Auto Liability:

Claim Number: 2145403

Claimant: Andre Small / Alili Contreras

Date of Loss: 05/17/2018

Loss Description: IV rear-ended OV1 which caused them to get pushed into OV2

Claim status: Settlement reached in the amount of \$6,000 for Alili Contreras. No demand received for

Andre Small, current reserves set at \$15,000.

General Liability:

Claim Number: 2185051
Claimant: Sebastian Duque
Date of Loss: 12/26/17

<u>Loss Description:</u> Estate of Sebastian Duque alleges Chinchor failed to operate crosswalk machine leading to a malfunctioning cross walk light which resulted in Sebastian Duque being struck by a car and sustaining fatal injuries.

<u>Claim Status:</u> Initial indemnity reserves set at \$50,000 and \$25,000 in expense. Carrier has assigned council in anticipation of litigation. Currently working to obtain logs and homicide report to determine liability.

Timothy I. Chinchor

President

STATE LICENSE EC 0002457 EC 13004865

1460 South Leavitt Ave • Orange City, FL 32763 • 386-774-1020 • FAX 386-774-7223



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

August 30, 2019

To:

Prospective Bidders

From:

St. Johns County Purchasing Department

Subject:

Bid No. 19-89, SJC Tillman Ridge Leachate System Automation

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 shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

Changes:

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The cut-off for questions has been changed to Tuesday, September 17, 2019 at 4:00 PM.

THE BID DUE DATE REMAINS September 25, 2019 AT 2:00 P.M.

Acknowledgment

pature and Date

Sincerely,

Timothy I. Chinchor, President

Printed Name/Title

Chinchor Electric, Inc.

Company Name (Print)

Leigh A. Daniels, CPPB Procurement Supervisor

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

September 19, 2019

ADDENDUM #2

To:

Prospective Bidders

From:

St. Johns County Purchasing Department

Subject:

BID No. 19-89; SJC Tillman Ridge Landfill Leachate System Automation

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REVISED CONSTRUCTION PLANS (ATTACHMENT A):

Attachment A – Construction Plans for the St. Johns County Tillman Ridge Landfill Leachate System Automation have been revised as of September 18, 2019, and is available for download from www.DemandStar.com and included with this Addendum.

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- 3. Regarding the B-Phase, if necessary, recommend panel circuit design/build aspect for the County to review. (Refer to Electrical General Note 11)
- 4. The Contractor needs to control the timing of the pumps, not the speed.
- 5. The existing flow meter is operational, and the Contractor will use the existing meter's output to automate/regulate flow.
- 6. Contractor will need to keep track of and document the discharge rate during construction if the flow meter is not active.

QUESTIONS:

1. Who is responsible for obtaining permits, if applicable?

Answer: The Contractor is responsible for required permits.

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

www.sicfl.us

2. Are there any limitations for the panel regarding shut-down?

Answer: There is no quantification for limiting downtime for the Leachate system per the Florida Department of Environmental Protection (FDEP). However, per the County, downtime needs to be limited to no more than two (2) days, especially during rainy seasons. Contractor is to provide a stand-by generator backup to reduce the amount of down-time. The County will pump out as much as possible before work commences.

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THE BID DUE DATE REMAINS SEPTEMBER 25, 2019 AT 2:00 P.M.

Acknowledgment

Sincerely,

gnature and Date

Diana M. Fye, AS, CPPB

Procurement Coordinator

Timothy I. Chinchor, President

Printed Name/Title

Chinchor Electric, Inc.

Company Name (Print)

END OF ADDENDUM NO. 2

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

BID BOND

STATE OF FLORIDA COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that United Fire & Casualty Company		as Principal, and firmly bound unto St. Johns
County, Florida, in the penal sum of <u>Five Percent of Amount Bid Dollars</u> States, we bind ourselves, our heirs, executors, administrators, and	(\$5%)	lawful money of the United
presents.		

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated <u>September 25th</u>, 2019.

For SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

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 September 25th

A.D., 20 19, 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.: 19-89

WITNESSES:

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

Chinchor Electric, Inc.

PRINCIPAL:

Chinchor Electric, Inc.

NAME OF FIRM:

SUMAFURE OF AUTHORIZED OFFICER (AFFIX SEAL)

Timothy I. Chinchor

President

TITLE

1460 S. Leavitt Avenue

BUSINESS ADDRESS

Orange City, FL 32763

CITY

STATE

United Fire & Casualty Company

SURETY:

United Fire & Casualty Company

CORPORATE SUBETY

ATTORNEY-IN-FACT (AFFIX SEAL)

& FL Licensed Resident Agent, Gloria A. Richards

PO Box 73909

BUSINESS ADDRESS

Cedar Rapids, IA 52407-3909

CITY

STATE

Florida Surety Bonds, Inc.

NAME OF LOCAL INSURANCE AGENCY

UNITED FIRE AND CASUALTY COMPANY

P.O Box 73909, Cedar Rapids, IA. 52407

Statement of Financial Condition As Of December 31, 2018

ASSETS

Bonds Stocks Real Estate and Equipment Cash in Banks and Offices and Short Term Investments Premiums in Course of Collection (less than 90 days old) Reinsurance and Other Accounts Receivable Deposits and Other Non Invested Assets Total Admitted Assets		\$808,806,269 599,317,799 34,879,078 102,817,205 370,862,692 28,708,833 74,805,364 \$2,020,197,240
LIABILITIES, SURPLUS AND OTHER	FUNDS	
Reserve for Unearned Premiums		\$310,947,179
Reserve for Claims and Claim Expense		855,151,785
Reserve for Taxes and Expense		79,840,810
Total Liabilities		\$1,245,939,774
Capital Stock and Paid In Capital	\$213,707,831	***************************************
Surplus	560,549,635	
Surplus as regards Stockholders	,,	774,257,466
Total		\$2,020,197,240

Securities carried at \$7,132,553 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2018 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$2,020,197,240 and surplus as regards shareholders \$774,257,466.

l, Janice A. Martin, Treasurer of United Fire and Casualty Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2018

Transurar

State of Iowa

City of Cedar Rapids

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Iowa in the City of Cedar Rapids, this 20th day of March, 2019

Notary Public

SHERI FENTON



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS. That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of lowa, does make, constitute and appoint

KIM E NIV, JEFFREY W. REICH, SUSAN L. REICH, TERÉSA L. DURHAM, GLORIA A. RICHARÓS, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$ 100,000,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company. United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time appoint by written certificates attorneys in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of the companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.







IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

ву:

Vice Precident

State of lowa: County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell lowa Notarial Seal Commission number 713274 My Commission Expires 10/26/2019 atti Wallell Notary Public

My commission expires: 10/26/2019

I. Mary A. Bertsch. Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit; and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations

this 25 Hiay of

Deptember

. 20 (9





By Mary A &

Assistant Secretary, UF&C & UF&I & FPIC

BPOA0049 1217

This paper has a colored background and void pantograph.



Phone 407-786-7770

Maitland, FL



FLORIDA SURETY BONDS, INC.

Maitland, FL 407-786-7770

www. FloridaSuretyBonds.com



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

August 30, 2019

To:

Prospèctive Bidders

From:

St. Johns County Purchasing Department

Subject:

Bid No. 19-89, SJC Tillman Ridge Leachate System Automation

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Changes:

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The cut-off for questions has been changed to Tuesday, September 17, 2019 at 4:00 PM.

THE BID DUE DATE REMAINS September 25, 2019 AT 2:00 P.M.

Acknowledgment	Sincerely,	
Signature and Date	Leigh A. Daniels, CPPB Procurement Supervisor	
Printed Name/Title		
Company Name (Print)		

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

September 18, 2019

ADDENDUM #2

To:

Prospective Bidders

From:

St. Johns County Purchasing Department

Subject:

BID No. 19-89; SJC Tillman Ridge Landfill Leachate System Automation

This Addendum #2 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, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

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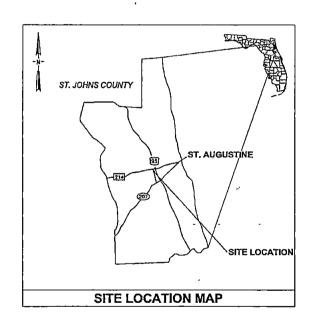
Acknowledgment	Sincerely,	
Signature and Date	Diana M. Fye, AS, CPPB Procurement Coordinator	
Printed Name/Title		
Company Name (Print)		

END OF ADDENDUM NO. 2

EXHIBIT A REVISED PER ADDENDUM 2 CONSTRUCTION PLANS

ST. JOHNS COUNTY TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

ST. AUGUSTINE, FLORIDA



	DRAWING INDEX				
	SHEET NO.	DWG. NO.	DESCRIPTION		
	1 OF 11	G1	COVER SHEET AND LOCATION MAP		
∕∿	20£11_	3	GENERAL NOTES AND ABBREVIATIONS		
	730F11	8	SEQUENCE OF OPERATIONS		
	4 0F11	Ğ	SPECIFICATIONS		
	5 OF 11	ET	SITE PLAN - DEMOLITION		
_	6 OF 11	E2	LEACHATE PAD PLAN-DEMOLITION		
\triangle	ZOE11	~~~	STEPLAN-POWER		
	8 OF 11	E4	LEACHATE PAD PLAN - POWER 2		
	A SOFTIA	ننيند	DETAIC AND PAREL SCREEDILE		
	10 OF 11	34	STANDARD DETAILS 1		
	11 OF 11	Eļ,	STANDARD DETAILS 2		

Nelson Engineering Co.

S45S Noth Courtenay Plany
Moritt Island, Ft. 12950

[321] 449-1128 Fax (201) 449-1195

WHEN ASSOCIATION FOR SEASON ST. JOHN'S COUNTY BOCC

DELANT BY SEASON ST. JOHN'S COUNTY BOCK
ST. JOHN'S COUNTY ST. JOHN'S COUNTY
TILLMAN RIDGE LANDFILL
LEACHATE SYSTEM AUTOMATION
COVER SHEET AND LOCATION MAP

SIZE DIFF. NO. 20 COUNTY

ST. JOHN'S COUNTY

TILLMAN RIDGE LANDFILL
LEACHATE SYSTEM AUTOMATION
COVER SHEET AND LOCATION MAP

| DATE | REVISION | 9/18/10 | 1 -- PRE-BID MTG REVISION | G1 | SIGNATURE | DATE | D | S101-A01-D1 | PROJ. NO. SJC-400-TR-2017 | SMILT

SCOPE OF WORK

THE PURPOSE OF THIS PROJECT IS TO FULLY AUTOMATE THE LEACHATE SYSTEM FOR THE TILLMAN RIGGE LANDFILL. THE EXISTING MANUAL CONTROL AND POWER SYSTEM SHALL BE DEMOLSHED IN ITS ENTIRETY WITH THE EXCEPTION OF THE EXISTING PUMP MOTORS AND CONTROL AND POWER STSTEM SHALL BE DEPOLISHED IN ITS STRINGEY WITH THE EXCEPTION OF THE DISTANCE PLANP MOTIONS AND CANDPY/SECURITY LOCKING, THE NOW STSTEM SHALL BE LOCKED ON A STORE DAY AND TO SECONDARY AND THE POWER THE COURSE OF A FULL DAY, SO AS NOT TO CAUSE A SURGE EVENT AT THE DOWNSTREAM WASTEWATER HITO THE TWO EXISTING STORMED THAN THE OWN CONTROLLES SHALL BE INSTALLED, ONE CONTROLLING THE STORMED TANK FILL OF INSTALLED THE STORMED TANK FILL OF THE STORMED TANK FILL OWN ultrasonic transmitters and interpreting into the corresponding tank level

THE EXISTING UTILITY SERVICE FEEDING THE OFFICE BUILDING SHALL BE REMOVED IN ITS EXTIRETY. THE CONTRACTOR SHALL COORDINATE THE SERVICE REMOVAL WITH FLORIDA POWER AND LIGHT AND MINIMAZE OPERATIONAL DOWNTIME BY INSTALLING THE OFFICE BUILDING NEW FEEDER FROM EXISTING PAREL LP—1 PRIOR TO DEMOLITION, THE TRANSFER FROM THE OLD SYSTEM TO THE NEW SHALL TAKE NO LONGER THAN THE OWNERING DAYS, ADSTRONAL DOWNTIME SHALL RESULT IN THE CONTRACTOR SUPPLYING PORTRACT CONFERENCE SETS, IT ADDITIONAL ARE REDUIRED, AT THEIR EXPENSE,

GENERAL NOTES - ELECTRICAL

- ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE 2017 EDITION OF THE NATIONAL ELECTRIC CODE, NFPA 70 AND THE 2014 FLORIDA BUILDING CODE.
- DE-ENERGIZE ALL ITEMS TO BE DEMOLISHED OR REMOVED, PERFORM LOCKOUT/TAGOUT IN ACCORDANCE WITH OSHA 29 CFR 1910.147 AND NFPA 70E.
- FACH PROPER SHALL INSPECT THE SITE AS REQUIRED FOR KNOWLEDGE OF EXISTING CONDITIONS PRIOR TO RIDDING. FAILURE TO OBTAIN SUCH KNOWLEDGE SHALL NOT RELEVE THE SUCCESSFUL BIDDER OF THEIR RESPONSIBILITY TO UNDERSTAND EXISTING CONDITIONS IN ORDER TO PERFORM THE WORK UNDER THIS CONTRACT.
- THE CONTRACTOR SHALL PERFORM A PRE-CONSTRUCTION SITE VISIT AND OBTAIN CIRCUIT INFORMATION REGARDING LOADS ON THE EXISTING PANELBOARD, INFORMATION SHALL INCLUDE EACH CIRCUIT BREAKER LOAD NAME, CONDUCTORS SERVICING EACH LOAD, AND ESTIMATED ELECTRICAL DEMAND FOR EACH CIRCUIT, WHERE AVAILABLE, UPON COMPLETION OF THE SITE VISIT AND INVESTIGATION, THE CONTRACTOR SHALL CREATE A PRE-CONSTRUCTION SUBMITTAL INCLUDING UPDATED PANEL SCHEDULE WITH LOAD CONFIGURATION INFORMATION FOR THE EXISTING AND NEW CONDITIONS AND SUBMIT TO THE ENGINEER AND CUENT FOR APPROVAL ONCE APPROVED, THE CONTRACTOR SHALL EXECUTE THE INSTALLATION.
- UNIESS OTHERWISE SPECIFIED IN THE CENERAL CONDITIONS, ALL CONSTRUCTION WORK IS TO BE COVERNED THE PROJECT DRAWINGS AND SPECIFICATIONS CONTAINED HEREIN AND ALL APPLICABLE BUILDING AND SAFETY CODES, LAWS AND ORDINANCES.
- ALL MATERIALS, EQUIPMENT, AND DEVICES SHALL, AS A MINIMUM, MEET REQUIREMENTS OF UL, WHERE UL STANDARDS ARE ESTABLISHED FOR THOSE ITEMS, AND REQUIREMENTS OF THE NFPA 70.
- LABEL ALL NEW RECEPTACLES AND END DEVICES WITH SUPPLY PANEL AND CIRCUIT NUMBER.
- ELECTRICAL PANELS AND EQUIPMENT SHALL BE RATED AS IDENTIFIED IN THE PROVIDED PANEL SCHEDULES, NOTES, AND SPECIFICATIONS INCLUDED IN THESE PROJECT DRAWINGS.
- EXISTING PANELS SHALL RECEIVE NEW TYPED PANEL SCHEDULE INSTALLED ON THE INSIDE PANEL DOOR.
- 10. DUE TO THE HICH WOISTURE CONTENT OF THE FLORIDA AIR, ALL NEW EQUIPMENT MUST BE STORED IN A CONTROLLED ENVIRONMENT
- UTILITY SERVICE IS A MICH-LEG OPEN DELTA CONFIGURATION. THE HIGH LEG MUST BE ROUTED THROUGH THE RIGHTWOST TERMINAL WITHIN THE UTILITY METER CAN AND CONTINUE THROUGHOUT THE SYSTEM AS THE B-PHASE, THE HIGH LEG CONDUCTOR SHALL BE durably and permanently warked by an outer finish that is grance in color. The conductor shall be phase yaped at EACH POINT OF CONNECTION IN THE SYSTEM OR A CONDUCTOR WITH AN ORANGE OUTER SHEATH WAY BE USED. CONTRACTOR SHALL CONFIRM B-PHASE IS THE HIGH LEG AND NOTIFY THE ENGINEER AND CLIENT OF ANY DEVIATION.
- 12. THE FILL PIPING INTERCONNECTING THE TWO LEACHATE STORAGE TANKS ARE MANUALLY OPERATED ONLY. IT IS ASSUMED THAT THE STORAGE TANKS ARE OPERATIONAL AT THE SAME TANK LEVELS.
- 13. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THERE IS NO INTERRUPTION OF ELECTRICAL SERVICE. DURING CONSTRUCTION CONTRACTOR SHALL PROVIDE TEMPORARY GENERATORS AS REQUIRED TO MAINTAIN CONTINUITY OF SERVICE, SERVICE INTERRUPTIONS SHALL BE COORDINATED AND SCHEDULED WITH THE OWNER PRIOR TO PERFORMING WORK.
- ECUIPMENT DETAILS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE COMPLIANCE WITH THE CONTRACT REQUIREMENTS, SUBMITTAILS SHALL BE COMPLETE WITH PRODUCT DATA SHEETS, ASSEMBLY, LAYOUT, INSTALLATION, WEIGHTS, CUSTOM WIRING DIAGRAMS, AND COMPONENT RATINGS.

GENERAL NOTES - DEMOLITION

- 1. PROVIDE PROTECTION AS REQUIRED TO PRESERVE CONDITION OF EXISTING EQUIPMENT, FURNISHINGS, AND SURFACES NOT INDICATED FOR REMOVAL IT IS THE CONTRACTOR'S RESPONSIBILITY TO WORK AROUND THE EXISTING LAYOUT TO ACCOMPLISH THE WORK.
- AVOID ANCILLARY DAMAGE TO EQUIPMENT AND FRASHES AS DEVOLITION IS BEING PERFORMED, CONTRACTOR IS RESPONSIBLE FOR RESTORATION OR REPART OF ALL BUILDING FINISHES AND EQUIPMENT DAMAGED BY THE EXECUTION OF THE WORK INCLUDED IN THIS PROMISE A NO COST TO THE OWNER.
- COVER ALL OPENINGS OR PENETRATIONS IN ELECTRICAL ENCLOSURES RESULTING FROM DEMOLITION ACTIVITIES WITH METAL PLUGS MANUFACTURED FOR THAT PURPOSE.

GENERAL NOTES - CIVIL

ALL EXISTING FERROUS METAL SURFACES INDICATED TO REMAIN SHALL BE PREPARED ACCORDING TO THE FOLLOWING SPECIFICATIONS:
 - REMOVE ALL CORROSSON TO CLEAN BARE METAL,
 - PAPILY ZINC, RICH PRIMICE, SIERWIN MILLIAMS BRON CLAD IN HS OR EQUIVALENT, TO ALL EXISTING AND NEW EXPOSED FERROUS

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EQUIPMENT LABELING:

- SUPPLY AND INSTALL TYPICAL LAMICOIDS SHOWN BELOW FOR ALL NEW EQUIPMENT, LAMICOID SHALL BE PROVIDED WITH A BLACK BACKGROUND

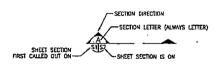
- AND WHITE LETTERS.

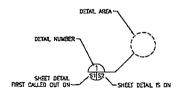
 3. LAMICODS SHALL BE AFFIXED TO EQUIPMENT VIA SCREWS.

 4. LETTERING SIZE OF EACH UNE IS ADJACENT TO THE TEXT.

0.250 PANEL LP-1 FED FROM 0.250 0250 ATS-1

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DETAIL TITLE SCALE: 1/2" = 1'-0"

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ELECTRICAL ABBREVIATIONS

AMERICAN CONCRETE INSTITUTE
ABOVE FINISHED FLOOR
3 PHASE FAULT CURRENT
SINGLE LINE TO GROUND FAULT CURRENT AMOR TO AMPERES AMPRICAN SOCIETY OF TESTING AND MATERIALS AUTOMATIC TRANSFER SWITCH AMERICAN WIRE GAUGE icur AWG CONTROL DATA ACQUISITION SYSTEM CIRCUIT
COLOR RENDERING INDEX DIAMETER DISCONNECT SWITCH ENCLOSED CIRCUIT BREAKER EGC EQUIPMENT GROUNDING CONDUCTOR LEPX PRESENT FI FVATION ELECTRICAL METALLIC TUBING EMERGENCY POWER OFF FLORIDA POWER AND LIGHTING GROUND ELECTRODE CONTRICTOS COVERNIMENT FURNISHED EQUIPMENT GROUND CALLONS PER DAY HOA HZ NST KAIC KCMIL HAND-CIT-AUTO HORSEPOWER HFRIT INSTRUMENTATION THOUSAND AMPERES INTERRUPTING CAPACITY
THOUSAND CIRCULAR MILS KILOVOLT LIQUID-TIGHT FLEXIBLE METAL CONDUIT MILLIAMPERE MA MCA MCB MP NEC NEMA NFPA MAXIMUM CIRCUIT AMPS MAIN CIRCUIT BREAKER MEGAPIXEL NATIONAL FLECTRIC CODE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION NATIONAL FIRE PROTECTION ASSOCIATION NVR NETWORK VIDEO RECORDER PH POE POWER OVER ETHERNET POLINDS PER SOLIARE INCH POLYVINYL CHLORIDE RIGID METALLIC CONDUIT SCH SC SST THEN THEN THEN THEN TSP SCHEDULE STANDARD CONNECTOR STAINLESS STEEL THERMOPLASTIC HICH HEAT—RESISTANT NYLON—CDATED THERMOPLASTIC HIGH WATER—RESISTANT NYLON—COATED TWESTED SHIELDED PAIR

Nelson L'ngineering Co.

CROSS-LINKED HIGH HEAT WATER-RESISTANT INSULATION

5455 North Courtenay Pkwy Merritt Island, FL 32953 (321) 449-1128 Fax (321) 449-1195

UNDERWRITERS LABORATORIES

VOLTS ALTERNATING CURRENT

DATE ST. JOHNS COUNTY BOCC DESCRIED BY: S.L.J. 7/17/19 67. AUGUSTINE, FLORIDA 22064 DRAWN BY: S.L.L. 7/17/19 ST. JOHN'S COUNTY CHECKED BY: BUDUL 7/17/19 TILLMAN RIDGE LANDFILL

LEACHATE SYSTEM AUTOMATION **GENERAL NOTES AND ABBREVIATIONS**

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DATE

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LEACHATE PUMPING SYSTEM - SEQUENCE OF OPERATIONS STORAGE TANK - PROGRAMMED SET-POINTS: STORAGE TANK FILL CONTROLLER EFFLUENT OUT CONTROLLER . TANK LOW-LOW LEVEL - 6"-0" 1. AUTOMATIC OPERATION CAN BEGIN AFTER THE FOLLOWING: 1. AUTOMATIC OPERATION BEGINS AFTER THE FOLLOWING: . TANK LOW-LEVEL - 9"-D" A PUMP HOA SWITCHES ARE SET TO 'AUTO' . PUMP HOA SWITCHES ARE SET TO "AUTO" . TANK HIGH LEVEL -- 13'-0" B. CONTROL ON/OFF SWITCH IS SET TO "ON" . CONTROL ON/OFF SWITCH IS SET TO 'ON' TANK HIGH-HIGH LEVEL - 14'-0" C. WETWELL LOW-LEVEL FLOAT IS IN NOT INDICATING A LOW-LEVEL EVENT. 2, WHEN THE STORAGE FILL CONTROLLER IS NOT OUTPUTTING A LOW LEVEL CONDITION IN EITHER TANK AND LEACHATE WETWELL FLOATS: THE FLOW METER/TOTALIZER IS UNDER THE 5000 GPD THRESHOLD. THE FOLLOWING SHALL OCCUR: 2 WHEN THE INTRASONIC TRANSDUCER INDICATES THAT A TANK HAS REACHED THE TANK 10W LEVEL: - TRLE PUMP NO. 1" WILL ENERGIZE AND THE "FILL PUMP NO. 1" RUN LIGHT WILL ILLUMINATE. THE MOTORIZED BALL VALVE SHALL BE OPENED VA 120VAC OUTPUT SIGNAL FROM THE EFFLUENT OUT? - LOW LEVEL - 34'-0" NGVD (BASED ON LIFT STATION DESIGN DATED 9/1990.) - TILL PUMP NO. 1" WILL REMAIN OPERATIONAL UNTIL THE TANK HIGH LEVEL IN EITHER TANK IS REACHED. CONTRACTOR TO CONFIRM ELEVATION OF EXISTING SUCTION PIPE - "EFFLUENT OUT PUMP NO. 1" WILL ENERGIZE AND THE "EFFLUENT OUT PUMP NO. 1" LICHT WILL . WHILE IN OPERATION, "FILL PUMP NO. 1" WILL ACT AS THE LEAD PUMP AND "FILL PUMP NO. 2" WILL SERVE AS HIGH LEVEL - MATCH EXISTING/CONFIRM WITH OWNER. ILLUMINATE. THE LAG PUMP. - THE CONTROLLER SHALL LIMIT THE EFFLUENT OUTFLOW TO 22D GALLONS PER HOUR UNTIL A TANK 3 THE NEXT TIME THE INTRASONIC TRANSDUCER INDICATES THAT A TANK HAS REACHED THE TANK LOW LEVEL: LOW LEVEL EVENT OCCURS IN ETHER TANK OR THE MAXIMUM 5000 GPD OUTFLOW HAS BEEN . TILL PUMP NO. 2" WILL ENERGIZE AND THE "FILL PUMP NO. 2" RUN LIGHT WILL ILLUMINATE. . "TILL PUMP NO. 2" WILL REMAIN OPERATION UNTIL THE TANK HIGH LEVEL IN EITHER TANK IS REACHED. 3. WHEN PUMPING OPERATION HAS CEASED, THE EFFLUENT OUT CONTROLLER SHALL CLOSE THE MOTORIZED BALL VALVE VIA 120VAC OUTPUT SIGNAL - WHILE IN OPERATION, "FILL PUMP NO. 2" WILL ACT AS THE LEAD PUMP AND "FILL PUMP NO. 1" WILL SERVE AS 4. THE NEXT TIME THE SYSTEM BECOMES OPERATIONAL. THE FOLLOWING SHALL OCCUR: . THE MOTORIZED BALL VALVE SHALL BE OPENED VA 120VAC OUTPUT SIGNAL 4.THE SYSTEM SHALL BE PROGRAMMED TO CONTINUE ALTERNATING BETWEEN "FELL PUMP NO. 1" AND "FELL PUMP NO. 2" AS LEAD PUMP EACH TIME FLUID LEVEL RISE AND FALL REQUIRES TO SYSTEM TO CYCLE. . "EFFLUENT OUT PUMP NO. 2" WILL ENERGIZE AND THE "EFFLUENT OUT PUMP NO. 2" LIGHT WILL S.IF THE FILID LEVEL CONTINUES BELOW THE LOW LEVEL AND REACHES TANK LOW-LOW LEVEL, A LOW-LOW ALARM EVENT WILL BE TRIGGERED AND THE FOLLOWING SHALL OCCUR: THE CONTROLLER SHALL STAGGER THE EFFLUENT OUTFLOW TO 220 GALLONS PER HOUR UNTIL A TANK LOW LEVEL EVENT OCCURS IN ETHER TANK OR THE MAXIMUM SOOD GPD OUTFLOW HAS BEEN . THE STANDBY PUMP OR "LAG" PUMP WILL ENERGIZE. . BOTH PLIKES WILL REMAIN OPERATIONAL UNTIL THE TANK 10W-10W LEVEL CONDITION HAS BEEN RESOLVED AND THE TANK LEVEL HAS RETURNED TO THE HIGH LEVEL 4. THE SYSTEM SHALL BE PROGRAMMED TO CONTINUE ALTERNATING BETWEEN "EFFLUENT OUT PUMP NO. 1" AND "EFFLUENT OUT PUMP NO. 2" AS LEAD PUMP EACH TIME FLUID LEVEL RISE AND FALL REQUIRES TO - WHILE UNDER LOW-LOW LEVEL CONDITIONS, THE FOLLOWING WILL ALSO OCCUR: A THE EXTERNAL LOW LEVEL STROBE WILL ILLUMINATE 5. THE CONTROLLER SHALL INCLUDE A DAILY FLOW TOTALIZER, RESETTING AT 8:00A.M. EASTERN TIME. B. THE AUDIBLE LOW LEVEL HORN WILL, SOUND COMPANIEL AND CAPABLE OF RECEIVING THE OUTPUT SIGNAL FROM THE EXISTING SIEVENS MACFLOW MAGSDOD FLOW METER. THIS TOTALIZER WILL PREVENT ANY AUTOMATIC PUMP OPERATION ONCE THE DAILY C. THE INTERNAL LOW LEVEL LIGHT WILL ILLUMINATE FOR THE CORRESPONDING STORAGE TANK TOTAL EXPENDITURE HAS REACHED 5000 GALLONS. 6. THE AUDIBLE HORN WAY BE SILENCED BY PRESSING THE ALARM SILENCE BUTTON. WHEN THE 'ALARM' EVENT ENDS, THE EXTERNAL HORN AND STROBE SHALL RESET. 7.IN THE EVENT OF A TANK HIGH-HIGH LEVEL. THE FOLLOWING SHALL OCCUR: . THE AUDIBLE HORN AND STROBE SYSTEM SHALL ALARM. . THE STORAGE TANK FILL CONTROLLER SHALL GAMEDIATELY SUSPEND ALL OPERATION. . THE INTERNAL HIGH LEVEL ALARM LIGHT WILL ILLUMINATE FOR THE CORRESPONDING TANK. . THE STORAGE TANK FILL CONTROLLER SHALL OUTPUT A TANK LOW-LEVEL DISCRETE SIGNAL TO THE EFFLUENT OUT CONTROLLER. THE EVENT THAT A LOW-LEVEL WETWELL IS REACHED. THE INTERNAL LOW-LEVEL LIGHT WILL ILLUMINATE AND THI CONTROLLER SHALL INVEDIATELY SUSPEND ALL OPERATION. 9.IN THE EVENT THAT A HIGH-LEVEL WETWELL IS REACHED, THE INTERNAL HIGH-LEVEL LIGHT WILL ILLIUMNATE. 10. THE HORN AND STROBE SYSTEM SHALL ACTIVATE UNDER ANY OF THE FOLLOWING CONDITIONS: . ULTRASONIC TRANSMITTER LOSS OF ECHO PUMP OVERLOAD TANK HIGH-HIGH LEVEL WETWELL LOW LEVEL WETWELL HIGH LEVEL Nelson Lagineering 5455 North Courtenay Play Marriet Island El 3205 (321) 449-1128 Fax (321) 449-1195 DATE ST. JOHNS COUNTY BOCC CLASTING DESIGNED BY: S.L.J. 7/17/19 ST. AUGUSTING, FLORIDA 20054 DRAWN BY: S.L.J. 7/17/19 ST. JOHN'S COUNTY CHECKED BY: 8.D.K. 7/17/19 TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION SEQUENCE OF OPERATIONS

DATE REVISION

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DATE

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G3

25 00 00 ELECTRICAL MATERIAL AND METHODS:

- 1. GENERAL: ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF NIFPA 70, NATIONAL ELECTRICAL CODE.
 - ELECTRICAL CHARACTERISTICS FOR THIS PROJECT SHALL BE 24D/120VAC, HIGH-LEG OPEN DELTA, THREE PHASE, FOUR WIRE, 60HZ, R
 - PROVIDE WARNING SIGNS FOR THE ENCLOSURES OF ALL NEW ELECTRICAL EQUIPMENT IN ACCORDANCE WITH NEPA 70 IDENTIFYING ARC FLASH AND SHOCK 3. EXECUTION:

A

- ELECTRICAL EQUIPMENT SHALL HAVE FACTORY-APPLIED PAINTING SYSTEMS.
- ALL ELECTRICAL EQUIPMENT SPECIFIED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION, SUBMITTALS SHALL INCLUDE, AT A MINIMUM, PRODUCT DATA SHEETS, LAYOUT DRAWINGS, AND INSTALLATION DRAWINGS.
- 2. PRODUCTS:
 - A PROMOF THE STANDARD CATALOGED MATERIALS AND FOILIPMENT OF MANUFACTURERS RECHIARLY ENCACED IN THE MANUFACTURE OF THE PRODUCTS.
 - ENSURE RIGID STEEL CONDUIT COMPUES WITH UL & AND IS CALVANIZED BY THE HOT-DIP PROCESS, USE THREADED FITTINGS FOR RIGID STEEL CONDUIT. 8. PROVIDE LIGHTIGHT FLEXIBLE METALLIC CONDUIT WITH A PROTECTIVE JACKET OF PVC EXTRUDED OVER A FLEXIBLE INTERLOCKED GALVANIZED STEEL CORE.
 - ENSURE FITTINGS FOR LIQUIDITION FLEXIBLE METALLIC CONDUIT ARE SPECIFICALLY DESIGNED FOR SUCH CONDUIT. PROVIDE ALL RECEPTACLES CONFORMING TO NEWS 5-20R AND UL 498. RECEPTACLES SHALL BE DUPLEX, 20 AMP, GROUND FAULT INTERRUPTING TYPE WITH WEATHERPROOF COVERS.
 - ALL NEW ELECTRICAL WIRES AND CABLES SHALL BE STRANDED COPPER, INSULATION TYPE XHIN UNLESS OTHERWISE NOTED.
- PROVIDE TOGGLE SWITCHES THAT ARE COMMERCIAL CRADE, 20A, 120 VAC, TWO POSITION DEVICES WITH WEATHERPROOF COVER, TOGGLE SWITCH SHALL F.
- PROVIDE UNTRASONIC LEVEL TRANSCRICERS THAT ARE INVAFFECTED BY MOISTURE DROPLETS ON THE TRANSCRICER FACE AND OPERATE ON THE ULTRASONIC CECHO RANGING PRINCIPLE THE SONGER SHALL BE FALLY SUBMERSIBLE AND RESISTANT TO CORROSINE MATERIALS, SENSOR ACCURACY SHALL BE A MANUAL OF 0.25 PERCONT OF LEVEL LESSURGUENT RANGE, AND INCLUDE INTERRAL TEMPERATURE COMPONATION WITH AN ACCURACY OF 0.09 PERCONT OF RANGE. RESOLUTION SHALL BE AT LEAST 0.1 PERCENT OF FULL RANGE, CONTRACTOR SHALL UTILIZE WATERTIGHT CONDUIT HUB/GLANDS AND INCLUDE MOUNTING FLANCE ADAPTERS AS SUPPLIED BY THE MANUFACTURER, CONTRACTOR SHALL SUBMIT DETAILED INSTALLATION DESIGNS PRIOR TO CONSTRUCTION OR
- PROVIDE NEW INTELLIGENT TRANSMITTERS (CONTROLLERS) COMPATIBLE WITH THE NEW ULTRASONIC LEVEL TRANSDUCERS, TRANSMITTER SHALL BE PROGRAMMABLE BY USING A PHANG-HELD PROGRAMMER THAT WILL BE FURNISHED TO THE CLIEFT COMPLETE WITH SHITTERY, MANUAL, CARRING DESC, AND ACCESSORIES UPON SUCCESSFUL CAUBRATION AND CONFIGURATION OF THE TRANSMITTER. THE TRANSMITTER SHALL BE PROVIDED IN A NEW AN HONGETALLY ENCLOSURE ULTRASONIC LEVEL MEASUREMENT SYSTEM SHALL BE THE HYDRORANGER 200/ECHOMAX SERIES TRANSDUCERS AS MANUFACTURED BY SIEMENS/MILITRONICS, OR EDUAL CONTRACTOR SHALL FOLLOW MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS.
- PROVIDE A NEW DUPLEX STORAGE TANK FILL CONTROL PANEL. CONTROL PANEL SHALL BE CAPABLE OF AUTOMATICALLY CONTROLLING THE TWO 10HP 230VAC, THE ENGINE DIMES USING MOUT FROM TWO NEW INTRASPANCE LEVEL TRANSPACERS INSTAILED WITHIN EACH LEACHATE STORAGE TANK THE CONTROLLER JUPY, EDSTING POUR'S USING INFOLLING NEW OLD NEW OLD ASSUME EVAL RECOMMENDED IN SHARED FAIL SHOWER AND THE FORMAL PROPERTY OF THE CORRESPONDING THE ULTRASONER TRANSLATIONS AND INTERPRETAIN FIRST THEIR OFFICE TANK LYCLES. THE CONTROLLER SHALL BE CAPABLE OF OPERATION THE PURPLE IN THE MANNER DESCRIBED IN THE SECURICE OF OPERATIONS ON SHEEF CE.S. THE CONTROLLER SHALL BE CAPABLE OF OPERATIONS ON SHEEF CE.S. THE CONTROLLER SHALL BE CAPABLE OF OPERATIONS ON SHEEF CE.S. THE CONTROLLER SHALL BE CAPABLE OF OPERATIONS ON SHEEF CE.S. THE CONTROLLER SHALL BE SHALL OFFICE A DESCRIBE OFFI THE THE TANK LEVEL REACHES SEX FEET OF THE SECURITY OF THE THE TANK LIFE TANK LEVEL REACHES SEX FEET OF THE SECURITY OFFI THE THE TANK LIFE TANK LIFE THE TANK LIF CONTROLS SHALL AUTOMATICALLY ALTERNATE THE PUMPS IN LEAD/IAG FASION UPON COMPLETION OF EACH OPERATION. ALL SWITCHES, RELAYS, AND AUXILIARY EQUIPMENT REQUIRED FOR PUMP OPERATION SHALL BE PROVIDED BY THE CONTRACTOR, A NEWA SIZE 2 240VAC MAGNETIC STARTER AND A 240VAC, SOL, 3PH, COMBINATION MANUAL ON-OFF CONTROL AND CIRCUIT BREAKER SHALL BE PROVIDED FOR EACH PUMP ALL CONTROL SHALL BE IN CONFORMANCE WITH NEWA-ICS-A ALL PARTS SHALL BE CONSTRUCTED OF CORROSION RESISTANT MATERIAL THE CONTROL PAREL SHALL INCLUDE THE
 - · UL-LISTING
 - . NEWA 4X HINGED DOOR ENCLOSURE
 - POWER ON BILLE LIGHT INDICATOR
 - PUMP RUN GREEN LIGHT INDICATOR FOR EACH PUMP
- PUMP HOA SELECTOR SWITCH
- . OMERICAD RED LIGHT FOR EACH PUMP
- HIGH LEVEL AMBER ALARM LIGHT FOR EACH TANK LOW LEVEL ANBER ALARM LIGHT FOR WETWELL)
 - HIGH LEVEL ANBER ALARM LIGHT FOR WETWELL)
 - HIGH LEVEL ANBER ALARM LIGHT FOR WETWELL

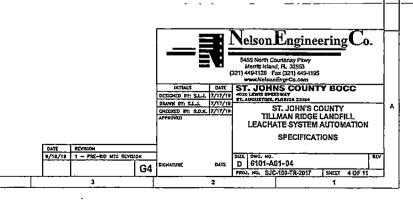
- · 240VAC, 100A, 3PH, LOCKABLE MAIN POWER DISCONNECT
- ALTERNATOR
- AUDIBLE ALARM AND STROBE
- PROMDE A NEW DUPLEX EFFLUENT OUT CONTROL PANEL CONTROL PANEL SHALL BE CAPABLE OF AUTOMATICALLY CONTROLLING THE TWO 2HP Z3OWAC, JPH, EMSTING PUMPS. THE CONTROLLER-SHALL SE-CAPABLE-OF-OPERATIONS THE PUMPS IN THE MUNIFOR DESCRIBED IN THE SEQUENCE OF OPERATIONS OF SHEET CS. THE CONTROLLS SHALL AND INTERNATE THE PUMPS IN LEGIFLACE FASHION FOR SHAPE OF SHAPE AND ADDITIVE COUPLENT REQUERED FOR PUMP OPERATION SHALL BE PROVIDED. A NEW SIZE I 240VAC VACHETIC STATTER AND A 240VAC, 154, JPH.
 COMPINATION MANIMA ON-OFF CONTROL AND CIRCLIF BREAKER SHALL BE PROVIDED FOR EACH PUMP, ALL CONTROL SHALL BE IN CONFERMANCE WITH NEWA-ICS-A ALL PARTS SHALL BE CONSTRUCTED OF CORROSION RESISTANT MATERIAL THE CONTROL PAVEL SHALL INCLUDE THE FOLLOWARD FEATURES:
 - III -- IISTING
 - . NEWA 4X HINGED DOOR ENCLOSURE
- POWER ON BLUE LIGHT INDICATOR
- .. DIVID DIIN COFFIN LICHT INDICATOR · PUMP HOA SELECTOR SWITCH
- OVERLOAD RED LIGHT FOR EACH PUMP
- 240VAC, 60A, 3PH, LOCKABLE WAIN POWER DISCONNECT
- PROVIDE UNISTRUT CONSTRUCTED IN ACCORDANCE WITH ASTM A-123 OR A-153, 1-5/8 INCH X 1-5/8 INCH, 12 GAUGE, 9/16 INCH DIAMETER HOLES SPACED 1-7/B INCHES APART, EQUIPMENT CONNECTIONS TO UNISTRUT SHALL BE PER ASTM A-164 AND ASTM A-153.
- PROVIDE SUSPENDED FLOAT TYPE LEVEL SWITCHES COMPRISED OF A HERMETICALLY SCALED, APPROXIMATELY 5 INCH DIAMETER PLASTIC CASING FLOAT, CONTAINING MICROSWITCHES AND EVENDENT SUPPORTED BY MEANS OF A HEAVY MEOPREME OR PUT LICKET, WITH THREE CONDUCTOR CASILE A MINIMUM OF 20 FEET IN LEWORT, MICROSWITCHES SHALL BE ONE NORMALLY CLOSED, AS-115C, FLOAT HANGES AND SUPPORTS SHALL BE PROVIDED AS SHOWN ON THE INSTALLATION DETAIL ON SHEET EG. FLOAT SWITCHES SHALL BE MODEL ENM AS MANUFACTURED BY FLYGT, OR EQUAL
- PROVIDE SCHEDULE 40 PVC CONDUIT IN COMPLIANCE WITH NEWA-TC-2 AND NEWA-TC-3 FOR UNDERGROUND CONDUIT RUNS. USE CONDUIT SEALS OR PLUGS AT BOTH END IN ACCORDANCE WITH NET ARTICLE 300-5(q) TO ENSURE NO INADVERTENT LIQUID WILL ENTER THE CONDUIT SYSTEM, WHERE PRACTICAL THE INTERIOR OF THE CONDUIT SHALL BE SEALED AS WELL AS AROUND THE CONDUCTORS BY USING CONDUIT SEALING BUSHINGS. FAC SHALL

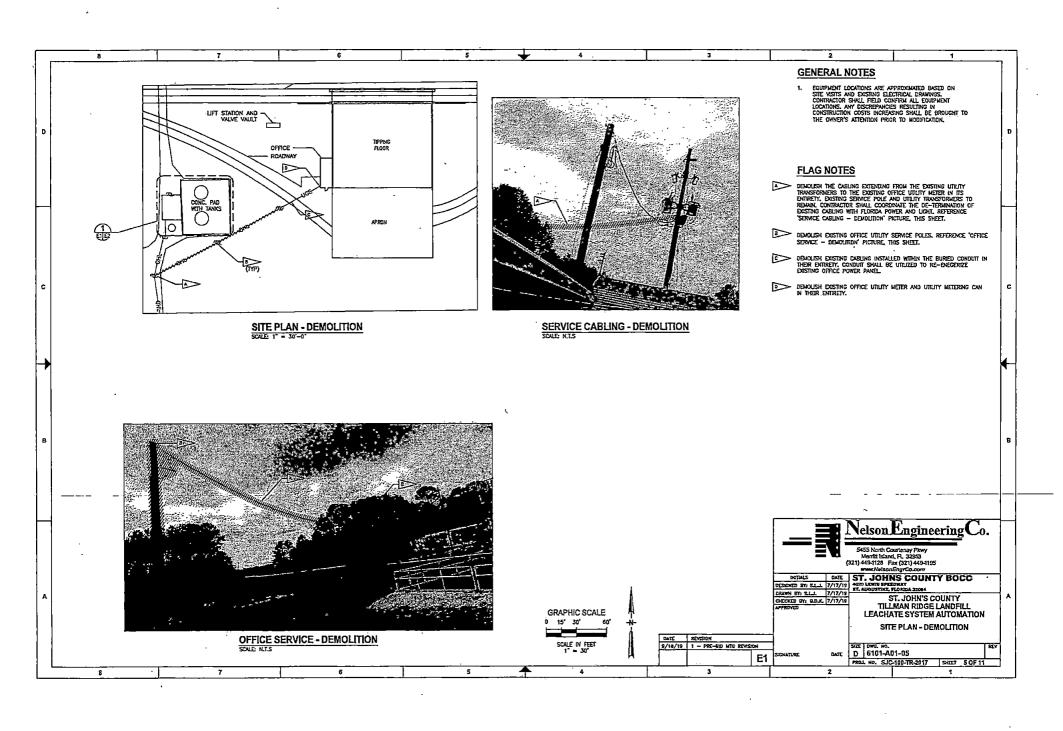
- TRANSITION TO RIAC NO MORE THAN 6 INCHES AFF AFTER IT HAS PASSED THROUGH CONCRETE SURFACES.
- PROVIDE NEWS 4X, STAINLESS STEEL PULLBOX IN ACCORDANCE WITH NEWS FB 1 AND ANSI/NEWS QS 1, PROVIDE ALL PULL BOXES WITH SCREW-FASTENED

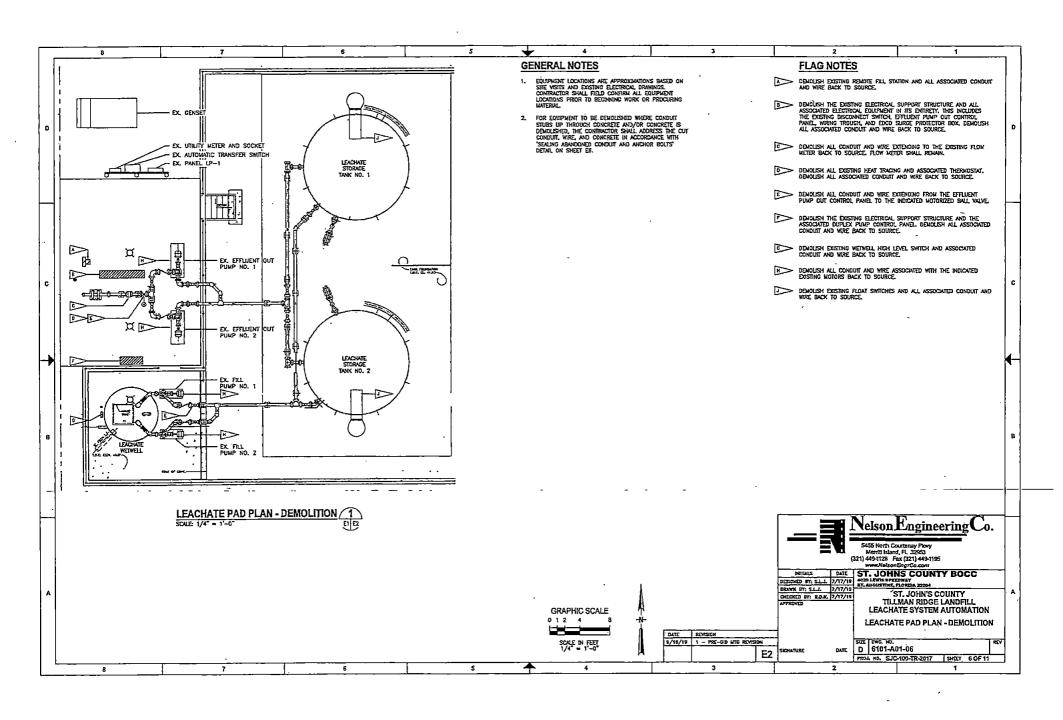
- CONDUIT RUNS BETWEEN DUTLET AND OUTLET, BETWEEN FITTING AND FITTING, OR BETWEEN OUTLET AND FITTING CANNOT CONTAIN MORE THAN THE Α. EQUIVALENT OF THREE 90-DEGREE BENDS, INCLUDING THOSE BENDS LOCATED IMMEDIATELY AT THE OUTLET OR FITTING.
- DO NOT INSTALL CRUSHED OR DEFORMED CONDUIT, AVOID TRAPPED CONDUIT RUNS WHERE POSSIBLE. TAKE CARE TO PREVENT THE LODGMENT OF FOREIGN MATERIAL IN THE CONDUIT, BOXES, PITTINGS, AND EQUIPMENT DURING THE COURSE OF CONSTRUCTION, CLEAR ANY CLOGGED CONDUIT OF OBSTRUCTIO
- MAKE FIELD-MADE BENDS AND OFFSETS IN RIGID STEEL CONDUIT WITH APPROVED MICKEY OR CONDUIT BENDING MACHINE, USE LONG RADIUS CONDUIT FOR ELBOWS LARGER THAN 2-1/2 INCHES.
- MOUNT SURFACE RACEWAYS PLUMB AND LEVEL, WITH THE BASE AND COVER SECURED. MINIMUM CIRCUIT RUN IS THREE-WIRE, WITH ONE WIRE DESIGNATED
- MAKE ALL SPLICES IN AWG NO. 8 AND SMALLER WITH APPROVED INSULATED ELECTRICAL TYPE CONNECTORS, MAKE ALL SPLICES IN AWG NO. 6 AND LARGER WITH BOLTED CLAMP-TYPE CONNECTORS. WRAP JOINTS WITH AN INSULATING TAPE THAT HAS AN INSULATION AND TEMPERATURE RATING EQUIVALENT TO THAT OF THE CONDUCTOR
- COLOR CODE FEEDER AND BRANCH CIRCUIT CONDUCTORS USING INDUSTRY STANDARD COLORING.
- SECURELY MOUNT BOXES AND ENCLOSURES TO THE BUILDING STRUCTURE WITH SUPPORTING FACULTIES INDEPENDENT OF THE CONDUCT ENTERING OR LEAVING
- BOX PENETRATIONS FOR CONDUITS SMALL BE MADE WITH A PUNCH TOOL, AND PENETRATIONS SHALL BE OF THE SIZE REQUIRED FOR CONDUIT ENTRY AND/OR HUB. WATERTIGHT CONDUST HUBS SHALL BE PROVIDED FOX BOXES WHERE A NEWA 4X ENCLOSURE RATING IS REQUIRED.
- CONNECTIONS FROM RIGID CONDUIT TO MOTORS AND OTHER VIBRATING EQUIPMENT, LIMIT SWITCHES, OR LEVEL CONTROLS, SHALL BE WADE WITH RUINS OF LIQUID-TIGHT FLEXIBLE METAL CONDUST.
- ALL EXPOSED CONDUIT RUNS SHALL BE RUN IN SUCH A MANNER AS TO MINIMIZE THE RISK OF TRIPPING HAZARDS. CONTRACTOR SHALL MAINTAIN A MINIMIZE DISTANCE OF 6 INCHES FROM PARALLEL RUNS OF FLUES OR WATER PIPES. CONDUIT SHALL BE SUPPORTED EVERY B FEET (UIMMADIA) AND SHALL BE SUPPORTED WITHIN 1 FOOT OF ALL CHANCES IN DIRECTION, SUPPORTS SHALL BE APPROVED PIPE STRAPS, WALL BRACKETS, HANGERS, OR CEILING TRAPEZE.
- WHERE PRACTICAL, EXPOSED RACEWAYS CONTAINING INSTRUMENTATION CABLE SHALL CROSS RACEWAYS CONTAINING CONDUCTORS OF OTHER SYSTEMS AT RIGHT ANGLES.
- AFTER INSTALLATION, ALL WIRE AND CABLES SHALL BE TESTED FOR CONTINUITY. TESTING FOR CONTINUITY SHALL BE TEST LIGHT OR BUZZER STYLE. CONTINUITY TESTS FOR THE GROUNDING ELECTRODE CONDUCTOR SHALL ALSO BE PERFORMED CONFIRMING A RESISTANCE OF LESS THAN 1 OHM.
- AFTER INSTALLATION, SOME WIRES AND CABLES SHALL BE TESTED FOR INSULATION LEVELS, INSULATION RESISTANCE BETWEEN CONDUCTORS OF THE SAME CIRCUIT AND BETWEEN CONDUCTOR AND GROUND SHALL BE TESTED, TESTING FOR INSULATION LEVELS SHALL BE AS FOLLOWS:
- FOR JB AWG AND LARCER 6007 POWER AND CONTROL CABLE, APPLY 1000 VDC FROM A MEGACHMETER FOR ONE (1) MAINTE FOR ALL 6007 WIRES AND CARLES INSTALLED IN LICHTING, CONTROL, POWER, INDICATION, ALARM AND MOTOR FEEDER CIRCUITS, RESISTANCE SHALL BE NO LESS THAN 100 MEGACHAIS, INSULATION TESTING IS NOT REQUIRED FOR POWER AND CONTROL CARLES SHALLER THAN JB AND AND CONDUCTOR TO GROUND USING 6000 DISTRUMENTATION SIGNAL CABLE SHALL BE TESTED FROM CONDUCTOR TO CONDUCTOR TO SHIELD, AND CONDUCTOR TO GROUND USING
- A VOLT-OHMMETER. THE RESISTANCE VALUE SHALL BE 200 MEGAORIUS OR CREATER,

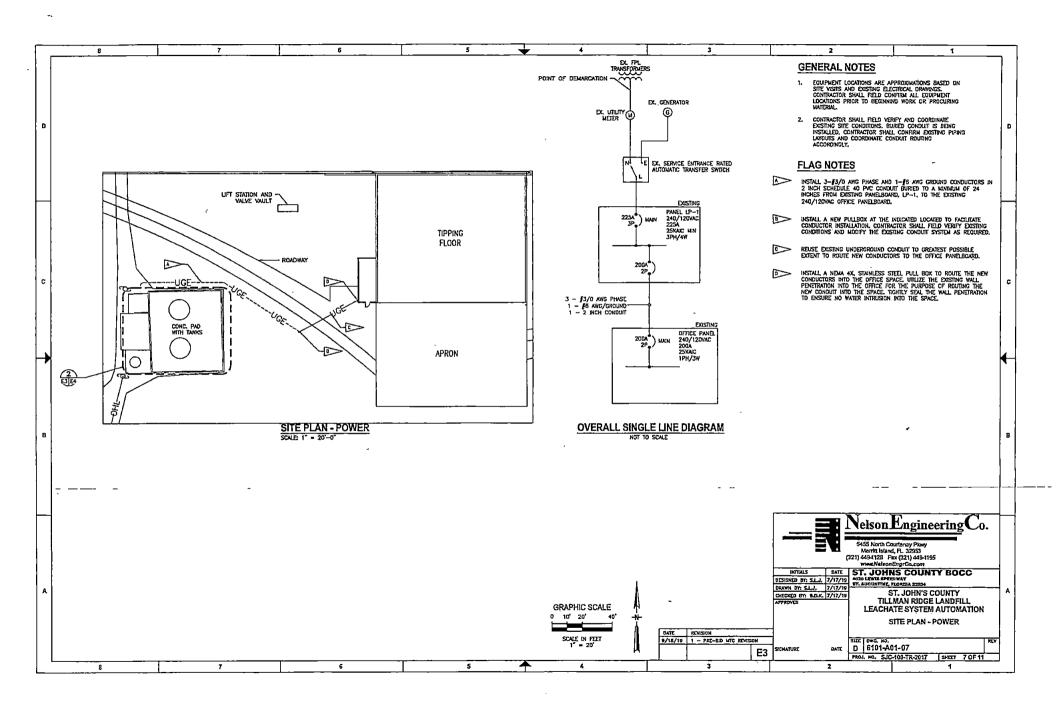
UPON COMPLETION OF TESTING, TEST REPORTS SHALL BE SUBMITTED TO THE ENGINEER.

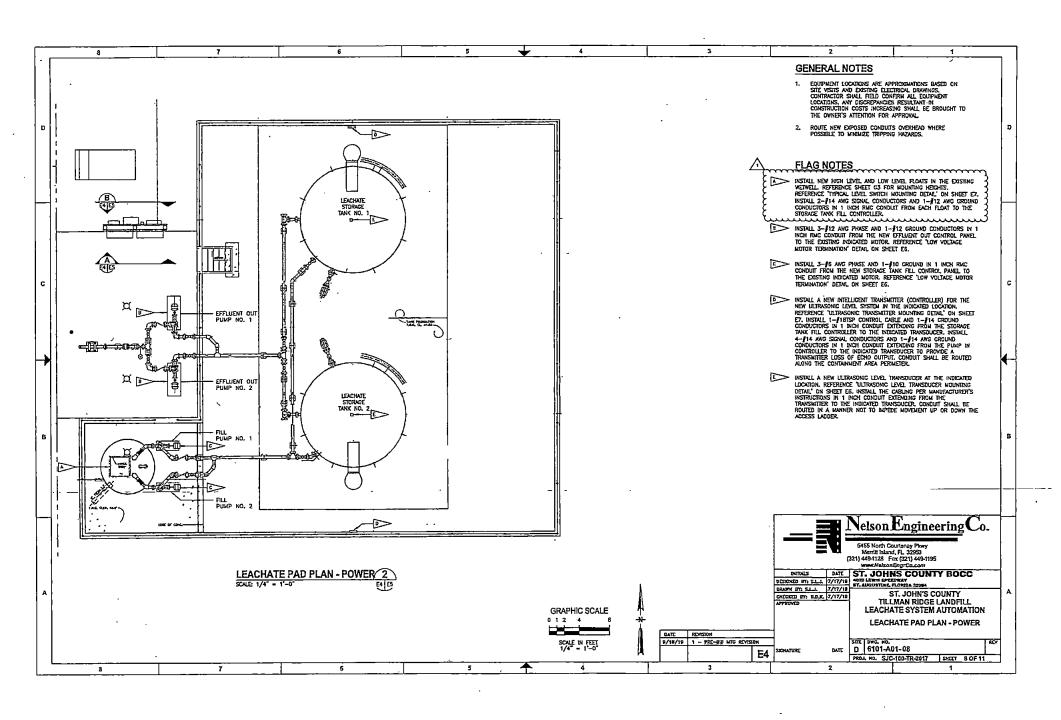
- AFTER INSTALLATION, CONDUCT PHASE-ROTATION TESTS ON ALL THREE-PHASE CIRCUITS USING A PHASE-ROTATION INDICATING INSTRUMENT, PHASE ROTATION OF ELECTRICAL CONNECTIONS TO MOTORS AND OTHER CONNECTED EQUIPMENT IS CLOCKWISE.
- THE CONTRACTOR SHALL PERFORM ALL FIELD TESTS AND SHALL PROVIDE ALL LABOR, COUIPMENT, AND INCIDENTALS REQUIRED FOR TESTING. ALL DEFECTIVE MATERIAL AND WORKMANSHIP DISCLOSED SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER THE CONTRACTOR SHALL SHOW BY DEMONSTRATION IN SERVICE THAT ALL CIRCUITS AND DEMOCES ARE IN GOOD OPERATING CONDITION, TEST SHALL BE SUCH THAT EACH THAT FOR CONTROL EQUIPMENT WILL FUNCTION NOT LESS THAN GIVE (5) TIMES.
- INSTALL GROUND RODS SO THAT THE TOP OF THE ROD IS 18 INCHES BELOW GRADE, GROUNDS RODS SHALL BE INTERCONNECTED USING A #4/D BARE COPPER GROUND CONDUCTOR AND BONDED TO THE EXISTING PAD COUNTERPOISE USING AN EXOTHERATIC WELD, INTERCONNECTING GROUND CONDUCTOR SHALL BE BURIED TO A MINIMUM DEPTH OF 30 INCHES BELOW GRADE, NOT EXCEEDING 36 INCHES.
- AFTER INSTALLATION, A FALL OF POTENTIAL TEST SHALL BE PERFORMED ON THE GROUND GRID PER IEEEBI RECOMMENDATIONS. TESTING SHALL SHOW THAT THE GROUND GRID HAS 5 OHMS OF RESISTANCE OR LESS. GROUND RESISTANCE MEASUREMENTS SHALL BE MADE IN MORWALLY DRY WEATHER NOT LESS

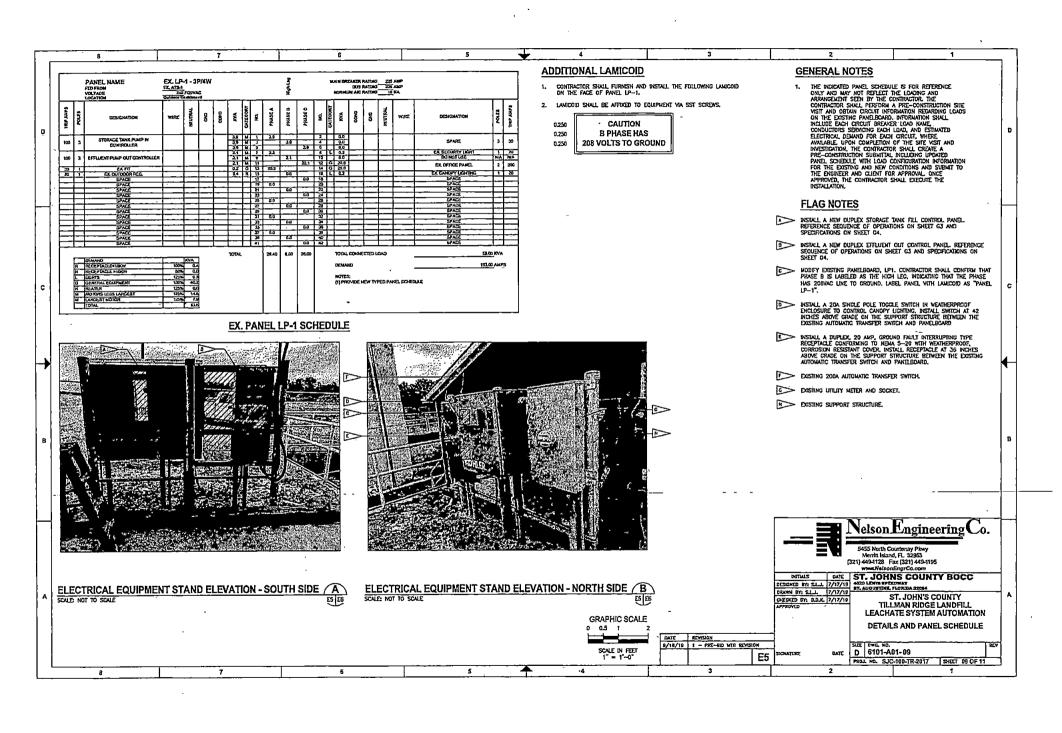


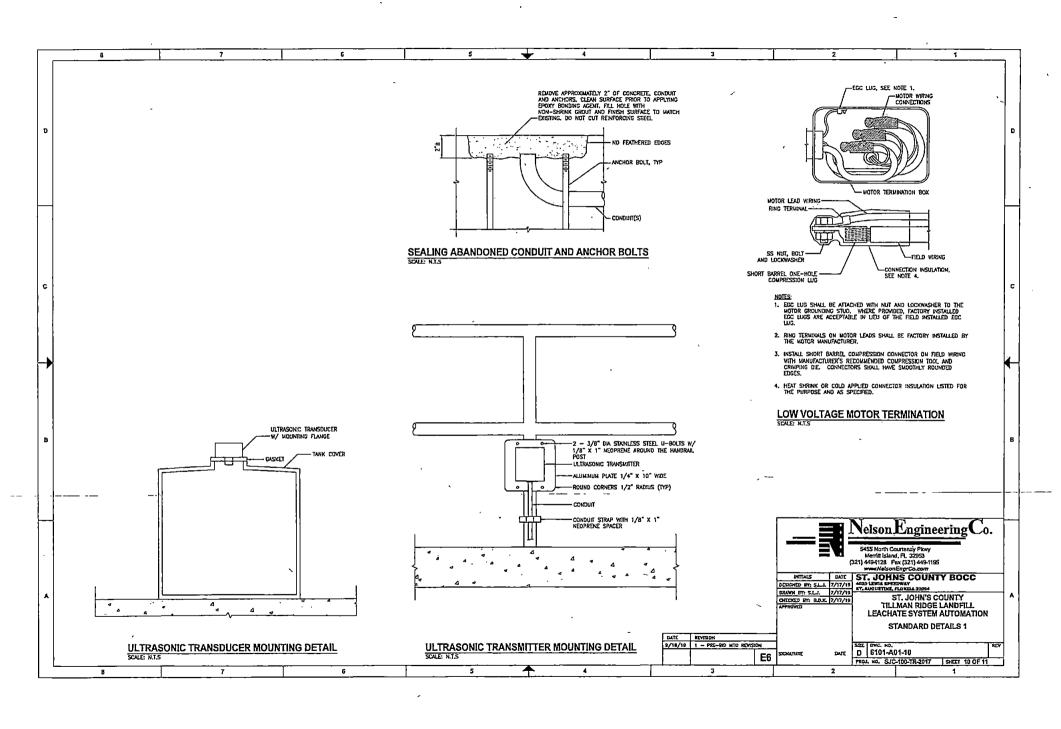


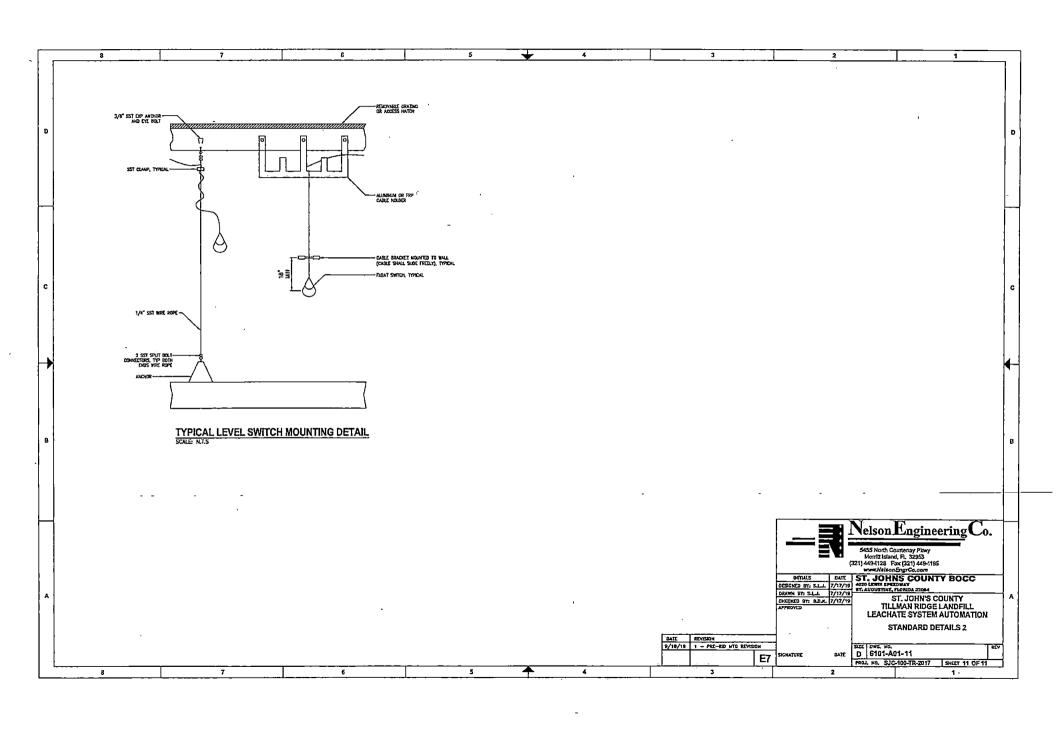














ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

BID NO: 19-89

SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

St. Johns County Purchasing Department 500 San Sebastian View St. Augustine FL 32084 (904) 209-0150 www.sjcfl.us/Purchasing/index.aspx

Bid No: 19-89; SJC Tillman Ridge Landfill Leachate System Automation

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FRONT END BID DOCUMENTS

Notice to Bidders Instruction to Bidders Official County Bid Form Attachments:

- "A" St Johns County Board of County Commissioners Affidavit
- "B" Certificate as to Corporate Principal
- "C"-License/Certification List
- "D" List of Proposed Sub-Contractors/Suppliers
- "E" Conflict of Interest Disclosure Form
- "F" Drug-Free Workplace Form
- "G" Proof of Insurance
- "H" Experience of Bidder Form
- "I" Claims, Liens, Litigation History

Bid Bond

SPECIFICATIONS

EXHIBIT A - CONSTRUCTION PLANS - (SEPARATE ATTACHMENT)

SEALED BID MAILING LABEL

END OF TABLE OF CONTENTS

NOTICE TO BIDDERS

BID NO: 19-89

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, September 25, 2019 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 19-89; SJC Tillman Ridge Landfill Leachate System Automation. 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 give consideration and shall be returned to the sender unopened.

Scope of Work:

The Contractor shall be responsible for providing any and all labor, materials, and equipment required in order to fully automate the leachate system for the St. Johns County Tillman Ridge Landfill, located at 3005 Allen Nease Road, Elkton, Florida 32033. The existing annual control and power system shall be demolished in its entirety with the exception of the existing pump motors and canopy/security lighting. The new system shall be limited to a daily outflow of five thousand (5,000) gallons and shall stagger the effluent output over the course of a full day, so as not to cause a surge event at the downstream wastewater treatment plant. Two new duplex pump controllers shall be installed, one controlling the storage tanks to the force main. Two new ultrasonic level transducers shall be installed to monitor the leachate storage tank levels and control both duplex pump controllers. The storage tank fill controller shall be capable of receiving the output signal from the ultrasonic transmitters and interpreting into the corresponding tank level.

The existing utility service feeding the office building shall be removed in its entirety. The Contractor shall coordinate the service removal with Florida Power and Light (FPL) and minimize operational downtime by installing the office building new feeder from existing panel LP-1 prior to demolition. The transfer from the old system to the new shall take no longer than two working days. Additional downtime shall result in the Contractor supplying portable generator sets, if additional are required, at their expense.

Minimum Qualifications

Prime Bidder must be fully licensed to do business in the State of Florida, and either be currently licensed as a Certified Electrical Contractor in the State of Florida, or utilize sub-contractors who are currently licensed as Certified Electrical Contractors in the State of Florida. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past ten (10) years, equal to or greater than the scope and dollar value of that being proposed. Copies of any and all current licenses and certifications required by federal, state, and/or county law, rule, regulation or ordinance, for the Prime Bidder and any Sub-Contractor(s) must be provided with the submitted Bid Proposal.

Pre-Bid Conference & Site Visits

A Mandatory Pre-Bid Conference will be held on Wednesday, September 4, 2019 at 9:00 AM at the Tillman Ridge Landfill, Administration Office, located at 3005 Allen Nease Road, Elkton, Florida 32033, with a site visit immediately following. Attendance is required at the Pre-Bid Conference and Site Visit in order to be eligible to submit a bid for this project. Failure to sign in at either the Pre-Bid Conference OR Site Visit shall result in a proposer being deemed non-responsive, and removal from consideration for award. Interested firms are highly encouraged to visit the site prior to the Pre-Bid Conference to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

Bid Documents, Project Specifications and Drawings

Bid Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # 19-89. 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: http://www.sjcfl.us/Purchasing/index.aspx Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing, via email to dfye@sicfl.us.

Designated Point of Contact

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, in writing, via email at dfye@sjcfl.us or fax to (904) 209-0163. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms 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.

Ouestions

Any and all questions related to this project shall be directed, in writing, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on Wednesday, September 11, 2019, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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

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

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

	CONRAD, CLERK	
BY:		
	Deputy Clerk	

BOARD OF COUNTY COMMISSIONERS

FRONT END BID DOCUMENTS

BID NO: 19-89

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 19-89; SJC Tillman Ridge Landfill Leachate System Automation

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.

<u>Bid</u> 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

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

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

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

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

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

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

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

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

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

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

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

<u>Unit Price</u> 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

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scope of work of the Unit Price.

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

SUBSTITUTIONS

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

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

PRE-BID CONFERENCE & SITE VISIT

A Mandatory Pre-Bid Conference will be held on Wednesday. September 4. 2019 at 9:00 AM at the Tillman Ridge Landfill, Administration Office, located at 3005 Allen Nease Road, Elkton, Florida 32033, with a site visit immediately following. Attendance is required at the Pre-Bid Conference and Site Visit in order to be eligible to submit a bid for this project. Failure to sign in at either the Pre-Bid Conference OR Site Visit shall result in a proposer being deemed non-responsive, and removal from consideration for award. Interested firms are highly encouraged to visit the site prior to the Pre-Bid Conference to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, in writing, via email at dfye@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms 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. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, in writing, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on Wednesday, September 11, 2019, 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.

FORM AND STYLE OF BIDS

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

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 19-89; SJC Tillman Ridge Landfill Leachate System Automation"

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

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.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

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

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a

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statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

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

SUBMISSION OF BIDS

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

The envelope or container shall be addressed as required in the "Instruction to Bidders,", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

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

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

BID 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.

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 on the basis of the sum of the annual price, 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.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications:

Prime Bidder must be fully licensed to do business in the State of Florida, and either be currently licensed as a Certified Electrical Contractor in the State of Florida, or utilize sub-contractors who are currently licensed as Certified Electrical Contractors in the State of Florida. Proof of current licenses and certifications required by federal, state, and/or county law, rule, regulation or ordinance for the Prime Bidder and any Sub-Contractor(s) must be provided with the submitted Bid Proposal by competing and submitting Attachment "C"—License/Certifications List along with a copy of each license and certificate listed. All licenses and certifications must be valid and current on the date bids are submitted.

Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past ten (10) years, equal to or greater than the scope and dollar value of that being proposed. Each Bidder must submit Attachment "H"-Experience of Bidder Form.

SUB-CONTRACTORS

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

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

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

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

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

PUBLIC CONSTRUCTION BOND

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

SURETY BOND

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

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

Time of Delivery and Form of Bonds

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

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

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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 <u>ten (10)</u> 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:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under	\$956
Over \$50,000 but less than \$250,	000 \$964
\$250,000 but less than \$500,000.	\$1,241
\$500,000 but less than \$2,500,000	0 \$1,665
\$2,500,000 but less than \$5,000,0	000\$2,712
\$5,000,000 but less than \$10,000	,000 \$3,447
\$10,000,000 but less than \$15,00	0,000 \$4,866

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify, defend, 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, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, 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. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

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

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of 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 this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida

500 San Sebastian View St. Augustine, FL 32084

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

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

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

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are 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.

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.

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

OFFICIAL COUNTY BID FORM ST. JOHNS COUNTY, FLORIDA

PROJECT:	SJC TILLMAN	RIDGE LANDF	ILL LEACHATE SYSTI	EM AUTOMAT	YON.
TO:	THE BOARD OF	COUNTY COMMI	SSIONERS OF ST. JOHNS	COUNTY, FLOR	IDA
	DATE SUBMITT	ED:			
		BID	PROPOSAL OF	ı	
Full Legal Cor	npany Name			1	
Mailing Addre	ess		Telephone Number	Fax	Number
and Specificati Florida, the un	ions entitled for <u>Bid l</u> ndersigned proposes	No: 19-89; SJC Tillm to furnish all mate	the project, and having careful nan Ridge Landfill Leachate Strials, labor and equipment, submit the following Bid Prop	System Automation supervision and al	<u>n</u> in St. Johns County, Il other requirements
TOTAL LUM	IP SUM BID PRIC	E: (As per plans and	l specifications)		,
	\$_	Total Lump S	Sum Bid Price (Numerical)		
<u></u>				 	/100 Dollars
	Total	Lump Sum Bid Pric	ce (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.

The Total Lump Sum Bid Price submitted above shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Total Lump Sum Bid Price above shall be the final price charged to the County for work performed.

BID NO: 19-89

During the	preparation	of the Bid.	the following	addenda	. if anv.	were received:

No.:	Date Received:
No.:	Date Received:
No.:	Date Received:

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

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

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

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

BID NO: 19-89

CORPORATE/COMPANY

Full Legal Company Name:_		(Se	al)
Ву:			
Signature of Authorized Rep	resentative	(Name & Title typed or printed)	
Ву:			
Signature of Authorized Rep	resentative	(Name & Title typed or printed)	
Address:			
Telephone No.: ()		Fax No.: ()	
Email Address for Authorize	d Company Representativ	ve:	
Federal I.D. Tax Number:		DUNS #: (If applicable)	
INDIVIDUAL		(If applicable)	
Name:			
(Signature)	(Nan	ne typed or printed) (Title)	
Address:	·		
Telephone No.: ()		Fax No.:	-
Email Address:			
Federal I.D. Tax Number:		<u> </u>	
Submittal Requirements:	Attachment "B" — Ce Attachment "C" — Lic Attachment "D" — Lic Attachment "E" — Co Attachment "F" — Dro Attachment "G" — Pro Attachment "H" — Ex Attachment "I" — Cla Bid Bond Form	Johns County Board of County Commissioners Affidav ortificate as to Corporate Principal cense / Certification List st of Proposed Sub-Contractors/Suppliers onflict of Interest Disclosure Form ug-Free Workplace Form	rit

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", 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.

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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, person sworn, deposes and says he is	nally appeared who being duly (Title) of the firm of
	Ider submitting the attached proposal for the services covered by the bid
	Ridge Landfill Leachate System Automation, in St. Johns County, Florida.
ndividual, his firm or corporation under the firm of another bidder for the same work. Indirectly entered into any agreement, part competitive bidding in connection with this	n one proposal for the above-referenced project will be submitted from the same or different name, and that such Bidder has no financial interest in the That neither he, his firm, association nor corporation has either directly or icipated in any collusion, nor otherwise taken any action in restraint of free firm's Bid on the above-described project. Furthermore, neither the firm nor ng in public contract lettings in the State of Florida or any other state.
(Bidder)	Sworn and subscribed to me this day of, 20
(Blader)	
Ву:	Notary Public:
	Signature
(Title)	Printed
	My commission Evnives

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

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

Ι,	, certify that I as	m the Secretary of the Corpora	tion named as Principal in the
attached bond; that		who signed the said bond	on behalf of the Principal, was
thenhis signature hereto is genuine; and the by authority of its governing body.	at said bond was duly sig		that I know his signature, and d in behalf of said Corporation
	Secretary	Corporate Seal	
(STATE OF FLORIDA COUNTY OF ST. JOHNS)			
Before me, a Notary Publ to me well known, who being by and that he has been authorized bybond on behalf of the surety named the	me first duly sworn	upon oath, says that he is	ing, personally appeared the Attorney-In-Fact, for theto execute the foregoing
Subscribed and sworn to me this	day of	, 20, A.D.	
		:	
	NOTARY PUBLIC State of Florida-at-large		
•	My Commission Exp	ires:	
1			,

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

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
		-	
·		<u> </u>	
		,	
-			
.			
	· · ·		

ATTACHMENT "D"

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

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

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Y			
		,	
,		ļ	

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 19-89; SJC Tillman Ridge Landfill Leachate System Automation

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.

C	And the second of the second o	and the property of the second section of the second section of the second section of the second section of the		
Please	check the appropriate stateme	ent:	•	
	I hereby attest that the under other clients, contracts, or pr	signed Respondent has no actua operty interests for completing	I or potential conflict of interest due to any 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:			
Autho	rized Representative(s):			
Aunc	rized representative(s):	Signature	Print Name/Title	
		Signature	Print Name/Title	

St. Johns County Board of County Commissioners

ATTACHMENT "F"

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

DRUG-FREE WORKPLACE FORM

	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 "G"

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under <u>Insurance (Pages 13-14)</u>.

PROOF OF INSURANCE

(Attach or insert copy of "Certificate of Insurance" here)

ATTACHMENT "H"

EXPERIENCE OF BIDDER

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

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

The Bidder shall provide the following information regarding experience within the <u>past ten (10) years</u> of this solicitation. Bidder must demonstrate the successful completion of <u>three (3) projects</u> equal to or greater than the scope and dollar value of that being proposed.

Ι	Ву:		
	Bidder		Date '
	Authorized Signature		
DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
			·

ATTACHMENT "I"

CLAIMS, LIENS, LITIGATION HISTORY (Complete and Submit)

 Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from construction dispute? Yes No If yes, please attach additional sheet(s) to include: Description of every action Captions of the Litigation or Arbitration 	or 1 a
Amount at issue: Name (s) of the attorneys representing all parties:	
Amount actually recovered, if any:	
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 <u>Liens</u> , including Federal, State and Local, which have been filed against yo Company. List in detail the type of Lien, date, amount and current status of each Lien.	our.
	_
5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?	
YesNoIf 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 fir judgment in favor of your company within 90 days of the date the judgment became final? Yes No If no, please explain why?	nal —
7. List the status of all pending claims currently filed against your company:	_
	_
Liquidated Damages	
Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes No If yes, please explain in detail:	зе
	_
(Use additional or supplemental pages as needed)	

BID BOND

STATE OF FLORIDA COUNTY OF ST. JOHNS

County	W ALL MEN BY THESE PRESENTS, thatas Principal, and as Surety, are held and firmly bound unto St. Johns, Florida, in the penal sum ofDollars (\$) lawful money of the United we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these							
	resents.							
	ONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid,, 20							
	For							
	SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION St. Johns County, Florida							
NOW T	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.							
day of	TNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this							

BID NO.: 19-89

WITNESSES:

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

WITNESSES:	PRINCIPAL:
10.0	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 INICIDANCE AGEN

SPECIFICATIONS

SCOPE OF WORK:

The Contractor shall be responsible for providing any and all labor, materials, and equipment required in order to fully automate the leachate system for the St. Johns County Tillman Ridge Landfill, , located at 3005 Allen Nease Road, Elkton, Florida 32033. The existing annual control and power system shall be demolished in its entirety with the exception of the existing pump motors and canopy/security lighting. The new system shall be limited to a daily outflow of five thousand (5,000) gallons and shall stagger the effluent output over the course of a full day, so as not to cause a surge event at the downstream wastewater treatment plant. Two new duplex pump controllers shall be installed, one controlling the storage tanks to the force main. Two new ultrasonic level transducers shall be installed to monitor the leachate storage tank levels and control both duplex pump controllers. The storage tank fill controller shall be capable of receiving the output signal from the ultrasonic transmitters and interpreting into the corresponding tank level.

The existing utility service feeding the office building shall be removed in its entirety. The Contractor shall coordinate the service removal with Florida Power and Light (FPL) and minimize operational downtime by installing the office building new feeder from existing panel LP-1 prior to demolition. The transfer from the old system to the new shall take no longer than two working days. Additional downtime shall result in the Contractor supplying portable generator sets, if additional are required, at their expense.

Refer to Construction Plans - Exhibit "A" for detailed scope of work.

EXHIBIT A CONSTRUCTION PLANS

(SEPARATE ATTACHMENT)

SEALED BID MAILING LABEL

BID NO.: 19-89; SJC TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

Cut along the outer border and affix this label to envelope/container to identify it as a "Sealed BID"

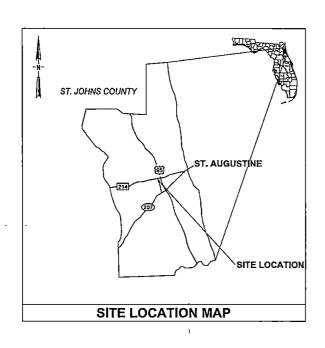
BID NO: 19-89
SJC Tillman Ridge Landfill Leachate System Automation
By 2:00PM - September 11, 2019
Company Name
Company Address
Company Address
St. Johns County Purchasing Dept. 500 San Sebastian View

END OF DOCUMENT

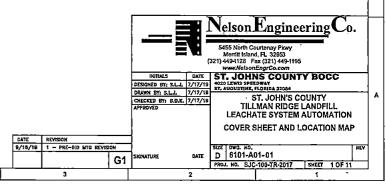
EXHIBIT A REVISED PER ADDENDUM 2 CONSTRUCTION PLANS

ST. JOHNS COUNTY TILLMAN RIDGE LANDFILL LEACHATE SYSTEM AUTOMATION

ST. AUGUSTINE, FLORIDA



	DRAWING INDEX				
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SCOPE OF WORK

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THE PURPOSE OF THIS PROJECT IS TO FULLY AUTOMATE THE LEACHATE SYSTEM FOR THE TILLMAN RIDGE LANDFILL. THE EXISTING MANUAL CONTROL AND POWER SYSTEM SHALL BE DEMOLSHED IN ITS ENTIRETY WITH THE EXCEPTION OF THE EXESTING POWER MOTORS AND CANOPY/SECURITY LIGHTION. THE KEW SYSTEM SHALL BELLMITED. TO A DUTY, TOTAL OUTFLOW OF 5000 GALLONS AND SHALL STAGGER THE EFFLUENT OUTPUT OVER THE COURSE OF A FULL DAY, SO AS NOT TO CAUSE A SURGE EVENT AT THE DOWNSTREAM WASTEWATER
TREATMENT PLANT, TWO NEW DUPLEX PUMP CONTROLLERS SHALL BE INSTALLED, ONE CONTROLLING THE STORAGE TANK FILL OF LEACHATE INTO THE TWO EXISTING STORAGE TANKS FROM A WETWELL AND ONE PUMPING THE EFFLUENT OUT OF THE STORAGE TANKS TO THE FORCE WAIN. TWO NEW ULFRASONIC LEVEL TRANSDUCTES SHALL BE INVASIALED TO MONITOR THE LEVES FORAGE TANK TO THE OTHER DEPTH DUPLES PUMP CONTROLLERS. THE STORAGE TANK FILL CONTROLLER SHALL BE CAPABLE OF RESEMING THE OUTPUT SIGNAL FROM THE ULTRASONIC TRANSMITTERS AND INTERPRETING INTO THE CORRESPONDING TANK LEVEL

THE EXISTING UTILITY SERVICE FEEDING THE OFFICE BUILDING SHALL BE REMOVED IN ITS ENTIRETY. THE CONTRACTOR SHALL COORDINATE THE SERVICE REMOVAL WITH FLORIDA POWER AND LIGHT AND MINIMED PERZHONAL DOWNTIME BY INSTALLING THE OFFICE BUILDING NEW FEEDER FROM THE OLD SYSTEM TO THE NEW SHALL TAKE NO LONGER THAN TWO WORKING DAYS, ADDITIONAL DOWNTIME SHALL RESULT IN THE CONTRACTOR SUPPLYING PORTABLE GENERATOR SETS, IF ADDITIONAL ARE REQUIRED, AT THEIR EXPENSE.

GENERAL NOTES - ELECTRICAL

- ALL ELECTRICAL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE 2017 EDITION OF THE NATIONAL ELECTRIC CODE, NFPA 70 AND THE 2014 FLORIDA BUILDING CODE.
- 2. DE-ENERGIZE ALL ITEMS TO BE DEMOLISHED OR REMOVED, PERFORM LOCKOLIT/TAGOUT IN ACCORDANCE WITH OSHA 29 CFR 1910.147 AND NFPA 70E.
- EACH BIDDER SHALL INSPECT THE SITE AS REQUIRED FOR KNOWLEDGE OF EXISTING CONDITIONS PRIOR TO BIDDING. FAILURE TO OBTAIN SUCH KNOWLEDGE SHALL NOT RELIEVE THE SUCCESSFUL BIDDER OF THEIR RESPONSIBILITY TO UNDERSTAND EXISTING CONDITIONS IN ORDER TO PERFORM THE WORK UNDER THIS CONTRACT.
- THE CONTRACTOR SHALL PERFORM A PRE-CONSTRUCTION SITE VISIT AND OBTAIN CIRCUIT INFORMATION REGARDING LOADS ON THE EXISTING PANELBOARD, INFORMATION SHALL INCLIDE EACH CIRCUIT BREAKER LOAD NAME, CONDUCTORS SERVICING EACH LOAD, AND ESTIMATED ELECTRICAL DEMAND FOR EACH CIRCUIT, WHERE AVAILABLE, UPON COMPLETION OF THE SITE VISIT AND INVESTIGATION, THE CONTRACTOR SHALL CREATE A PRE-CONSTRUCTION SUBMITTAL INCLUDING UPDATED PANEL SCHEDULE WITH LOAD CONFIGURATION INFORMATION FOR THE EXISTING AND NEW CONDITIONS AND SUBMIT TO THE ENGINEER AND CLIENT FOR APPROVAL. ONCE APPROVED. THE CONTRACTOR SHALL EXECUTE THE INSTALLATION.
- 5. UNIFSS OTHERWISE SPECIFIED IN THE GENERAL CONDITIONS, ALL CONSTRUCTION WORK IS TO BE COVERNED THE PROJECT DRAWINGS. AND SPECIFICATIONS CONTAINED HEREIN AND ALL APPLICABLE BUILDING AND SAFETY CODES, LAWS AND ORDINANCES.
- ALL MATERIALS, EQUIPMENT, AND DEVICES SHALL, AS A MINIMUM, MEET REQUIREMENTS OF UL, WHERE UL STANDARDS ARE ESTABLISHED FOR THOSE ITEMS, AND REQUIREMENTS OF THE NFPA 70.
- LABEL, ALL, NEW RECEPTACLES AND END DEVICES WITH SUPPLY PANEL AND CIRCUIT NUMBER.
- ELECTRICAL PANELS AND EQUIPMENT SHALL BE RATED AS IDENTIFIED IN THE PROVIDED PANEL SCHEDULES, NOTES, AND SPECIFICATIONS INCLUDED IN THESE PROJECT DRAWINGS.
- EXISTING PANELS SHALL RECEIVE NEW TYPED PANEL SCHEDULE INSTALLED ON THE INSIDE PANEL DOOR.
- 10. DUE TO THE HIGH MOISTURE CONTENT OF THE FLORIDA AIR, ALL NEW FOUIPMENT MUST BE STORED IN A CONTROLLED ENVIRONMENT PRIOR TO INSTALLATION.
- UTILITY SERVICE IS A HIGH-LEG OPEN DELTA CONFIGURATION. THE HIGH LEG MUST BE ROUTED THROUGH THE RIGHTMOST TERMINAL WITHIN THE UTILITY METER CAN AND CONTINUE THROUGHOUT THE SYSTEM AS THE B-PHASE. THE HIGH LEG CONDUCTOR SHALL BE DURABLY AND PERMANENTLY MARKED BY AN OUTER FINISH THAT IS ORANGE IN COLOR. THE CONDUCTOR SHALL BE PHASE TAPED AT EACH POINT OF CONNECTION IN THE SYSTEM OR A CONDUCTOR WITH AN ORANGE OUTER SHEATH MAY BE USED. CONTRACTOR SHALL CONFIRM B-PHASE IS THE HIGH LEG AND NOTIFY THE ENGINEER AND CLIENT OF ANY DEVIATION.
- 12. THE FILL PIPING INTERCONNECTING THE TWO LEACHATE STORAGE TANKS ARE MANUALLY OPERATED ONLY. IT IS ASSUMED THAT THE STORAGE TANKS ARE OPERATIONAL AT THE SAME TANK LEVELS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THERE IS NO INTERRUPTION OF ELECTRICAL SERVICE. DURING CONSTRUCTION CONTRACTOR SHALL PROVIDE TEMPORARY GENERATORS AS REQUIRED TO MAINTAIN CONTINUITY OF SERVICE, SERVICE INTERRUPTIONS SHALL BE COORDINATED AND SCHEDULED WITH THE OWNER PRIOR TO PERFORMING WORK.
- EQUIPMENT DETAILS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE COMPLIANCE WITH THE CONTRACT REQUIREMENTS, SUBMITTALS SHALL BE COMPLETE WITH PRODUCT DATA SHEETS, ASSEMBLY, LAYOUT, INSTALLATION, WEIGHTS, CUSTOM WIRING DIAGRAMS, AND COMPONENT RATINGS.

GENERAL NOTES - DEMOLITION

- 1. PROVIDE PROTECTION AS REQUIRED TO PRESERVE CONDITION OF EXISTING EQUIPMENT, FURNISHINGS, AND SURFACES NOT INDICATED FOR REMOVAL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO WORK AROUND THE EXISTING LAYOUT TO ACCOMPLISH THE WORK.
- 2. AVOID ANCILLARY DAMAGE TO EQUIPMENT AND FINISHES AS DEMOLITION IS BEING PERFORMED. CONTRACTOR IS RESPONSIBLE FOR ESTORATION OR REPAIR OF ALL BUILDING FINISHES AND EQUIPMENT DAMAGED BY THE EXECUTION OF THE WORK INCLUDED IN THIS PACKAGE AT NO COST TO THE OWNER.
- 3. COVER ALL OPENINGS OR PENETRATIONS IN ELECTRICAL ENCLOSURES RESULTING FROM DEMOLITION ACTIVITIES WITH METAL PLUGS MANUFACTURED FOR THAT PURPOSE

GENERAL NOTES - CIVIL

- 1. ALL EXISTING FERROUS METAL SURFACES INDICATED TO REMAIN SHALL BE PREPARED ACCORDING TO THE FOLLOWING SPECIFICATIONS:
 - PERMOVE ALL CORROSON TO CLEAN BARE METAL

 REMOVE ALL CORROSON TO CLEAN BARE METAL

 APPLY ZINC RICH PRIMER, SHERWIN WILLIAMS IRON CLAD III HS OR EQUIVALENT, TO ALL EXISTING AND NEW EXPOSED PERROUS

 METAL SURFACES WITHIN THE PROJECT AREA

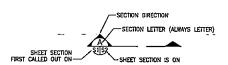
 METAL SURFACES WITHIN THE PROJECT AREA

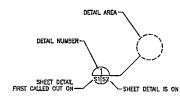
 OF TH
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO AVOID THE USE OF DISSIMILAR METALS FOR NEW IMPROVEMENTS OR MODIFICATIONS. WHERE THE USE OF DISSIMILAR METALS IS UNAVOIDABLE, THE CONTRACTOR SHALL PROVIDE AN INSULATING BARRIER/MEMBRANE, SUCH AS NEOPRENE, BETWEEN ALL CONTACT SURFACES.

EQUIPMENT LABELING:

- SUPPLY AND INSTALL TYPICAL LAMICOIDS SHOWN BELOW FOR ALL NEW FOURPHENT
- L'AMICOID SHALL BE PROVIDED WITH A BLACK BACKGROUND
- AND WHITE LETTERS.
- LAMICOIDS SHALL BE AFFIXED TO EQUIPMENT VIA SCREWS.
 LETTERING SIZE OF EACH LINE IS ADJACENT TO THE TEXT.

PANEL LP-1 FED FROM 0.250 0.250 ATS-1





DETAIL TITLE 1 SCALE: 1/2" = 1'-0"

DATE REVISION 9/18/19 1 - PRE-BID MTG REVISION

SIGNATURE G2

ELECTRICAL ABBREVIATIONS

AMERICAN CONCRETE INSTRUME ABOVE FINISHED FLOOR
3 PHASE FAULT CURRENT

SINGLE LINE TO GROUND FAULT CURRENT

AMPERES AMERICAN SOCIETY OF TESTING AND MATERIALS AUTOMATIC TRANSFER SWITCH

AMERICAN WIRE GAUGE CDAS CKT CRI CONTROL DATA ACQUISITION SYSTEM

CIRCUIT COLOR RENDERING INDEX

AMPS 3P

ASTM

AWG

DIA

ECB EGC EL EMT EPO

DIAMETER DISCONNECT SWITCH ENCLOSED CIRCUIT BREAKER
EQUIPMENT GROUNDING CONDUCTOR

ELEVATION ELECTRICAL METALLIC TUBING EMERGENCY POWER OFF

EX FPL FLORIDA POWER AND LIGHTING CICARYT

GROUND ELECTRODE CONDUCTOR GOVERNMENT FURNISHED EQUIPMENT

GROUND GALLONS PER DAY HAND-OFF-AUTO

GB GEC GFE GND GPD HOA HP HZ INST KAIC HERTZ INSTRUMENTATION THOUSAND AMPERES INTERRUPTING CAPACITY

KCMIL KV KVA THOUSAND CIRCULAR MILS KILOVOLT

KILOVOLT-AMPERE LIQUID-TIGHT FLEXIBLE METAL CONDUIT

MILLIAMPERE MA MCA MAXIMUM CIRCUIT AMPS MAIN CIRCUIT BREAKER

MCB MP MEGAPIXEL NEC NEMA NATIONAL ELECTRIC CODE

HORSEPOWER

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION NFPA NVR NATIONAL FIRE PROTECTION ASSOCIATION NETWORK VIDEO RECORDER

POLE

PH POE PSI PVC POWER OVER ETHERNET POUNDS PER SQUARE INCH POLYMMYL CHLORIDE RMC RIGID METALUC CONDUIT SCH SC SST TB SCHEDULE STANDARD CONNECTOR

STAINLESS STEEL TERABYTE

TERRIBYTE.

THERMOPLASTIC HIGH HEAT-RESISTANT NYLON-COATED THERMOPLASTIC HIGH WATER-RESISTANT NYLON-COATED TWISTED SHIELDED PAIR THWN TSP

UNDERWRITERS LABORATORIES UTL UTILITY VOLTS ALTERNATING CURRENT

TRANSFORMER XFMR CROSS-LINKED HIGH HEAT WATER-RESISTANT INSULATION

lelson Lingineering 5455 North Courtenay Pkw Merritt Island, FL 32953

(321) 449-1128 Fax (321) 449-1195 DATE ST. JOHNS COUNTY BOCC DESIGNED BY: S.L.J. 7/17/19 4020 LEWIS SPEEDWAY BT. AUGUSTINE, FLORIDA 32084

DRAWN BY: S.L.J. 7/17/19 ST. JOHN'S COUNTY CHECKED BY: 8.0.K. 7/17/10 TILLMAN RIDGE LANDFILL

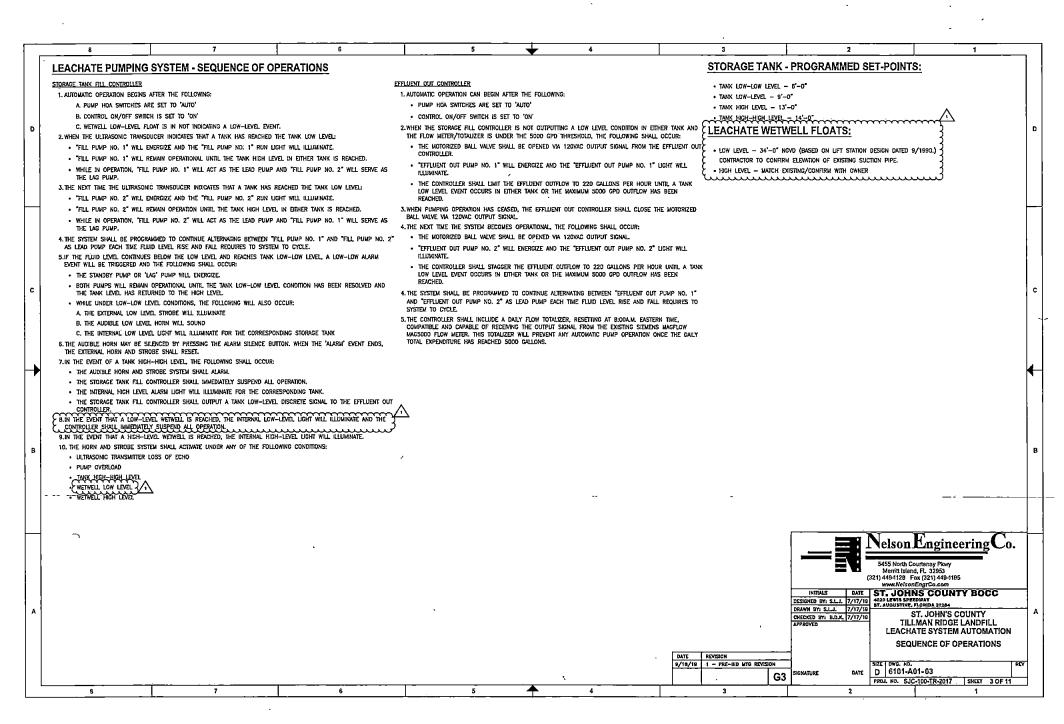
LEACHATE SYSTEM AUTOMATION

GENERAL NOTES AND ABBREVIATIONS

SIZE I DWG. NO. D 6101-A01-02

PROJ. NO. SJC-100-TR-2017 SHEET 2 OF 11

DATE



25 00 00 ELECTRICAL MATERIAL AND METHODS:

- 1. GENERAL:
 A. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF NFPA 70, NATIONAL ELECTRICAL CODE.
 A. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF NFPA 70, NATIONAL ELECTRICAL CODE.
 - ELECTRICAL CHARACTERISTICS FOR THIS PROJECT SHALL BE 240/120VAC, HIGH-LEG OPEN DELTA, THREE PHASE, FOUR WIRE, SONZ.
 - C. PROVIDE WARNING SIGNS FOR THE ENCLOSURES OF ALL NEW ELECTRICAL EQUIPMENT IN ACCORDANCE WITH NFPA 70 IDENTIFYING ARC FLASH AND SHOCK 3. EXECUTION: HAZARDS.
 - ELECTRICAL EQUIPMENT SHALL HAVE FACTORY-APPLIED PAINTING SYSTEMS.
 - ALL ELECTRICAL EQUIPMENT SPECIFIED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. SUBMITTALS SHALL INCLUDE. F. AT A MINIMUM, PRODUCT DATA SHEETS, LAYOUT DRAWINGS, AND INSTALLATION DRAWINGS

2. PRODUCTS

- PROVIDE THE STANDARD CATALOGED MATERIALS AND EQUIPMENT OF MANUFACTURERS REGULARLY ENGAGED IN THE MANUFACTURE OF THE PRODUCTS. Α.
- ENSURE RIGID STEEL CONDUIT COMPLIES WITH UL 6 AND IS GALVANIZED BY THE HOT-DIP PROCESS. USE THREADED FITTINGS FOR RIGID STEEL CONDUIT.
- PROVIDE LIQUIDIGHT FLEXIBLE METALLIC CONDUIT WITH A PROTECTIVE JACKET OF PVC EXTRUDED OVER A FLEXIBLE INTERLOCKED CALVANIZED STEEL CORE. C. ENSURE FITTINGS FOR LIQUIDTIGHT FLEXIBLE METALLIC CONDUIT ARE SPECIFICALLY DESIGNED FOR SUCH CONDUIT.
- PROVIDE ALL RECEPTACLES CONFORMING TO NEWA 5-2DR AND UL 49B. RECEPTACLES SHALL BE DUPLEX. 20 AMP. GROUND FAULT INTERRUPTING TYPE WITH WEATHERPROOF COVERS.
- ALL NEW ELECTRICAL WIRES AND CABLES SHALL BE STRANDED COPPER, INSULATION TYPE XHHW LINLESS OTHERWISE NOTED.
- PROVIDE TOGGLE SWITCHES THAT ARE COMMERCIAL GRADE, 20A, 120 VAC, TWO POSITION DEVICES WITH WEATHERPROOF COVER, TOGGLE SWITCH SHALL F. COMPLY WITH UI 20.
- PROVIDE ULTRASONIC LEVEL TRANSDUCERS THAT ARE UNAFFECTED BY MOISTURE DROPLETS ON THE TRANSDUCER FACE AND OPERATE ON THE ULTRASONIC ECHO RANGING PRINCIPLE. THE SENSOR SHALL BE FULLY SUBMERSIBLE AND RESISTANT TO CORROSIVE MATERIALS. SENSOR ACCURACY SHALL BE A MINIMUM OF 0.25 PERCENT OF LEVEL MEASUREMENT RANGE, AND INCLUDE INTEGRAL TEMPERATURE COMPENSATION WITH AN ACCURACY OF 0.09 PERCENT OF RANGE RESCLITION SHALL BE AT LEAST D.1 PERCENT OF FULL RANGE CONTRACTOR SHALL LITEUTE WATERTICHT CONDUIT HUB/GLANDS AND INCLUDE MOUNTING FLANGE ADAPTERS AS SUPPLIED BY THE MANUFACTURER. CONTRACTOR SHALL SUBMIT DETAILED INSTALLATION DESIGNS PRIOR TO CONSTRUCTION OR
- PROVIDE NEW INTELLIGENT TRANSMITTERS (CONTROLLERS) COMPATIBLE WITH THE NEW ULTRASONIC LEVEL TRANSDUCERS, TRANSMITTER SHALL BE PROGRAMMABLE BY USING A HAND-HELD PROGRAMMER THAT WILL BE FURNISHED TO THE CLIENT COMPLETE WITH BATTERY, MANUAL, CARRYING CASE, AND ACCESSORIES UPON SUCCESSFUL CAUBRATION AND CONFIGURATION OF THE TRANSMITTER, THE TRANSMITTER SHALL BE PROVIDED IN A NEMA 4X NONMETALLIC ENCLOSURE, ULTRASONIC LEVEL MEASUREMENT SYSTEM SHALL BE THE HYDRORANGER 200/ECHOMAX SERIES TRANSDUCERS AS MANUFACTURED BY SIEMENS/MILLTRONICS, OR EQUAL, CONTRACTOR SHALL FOLLOW MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS,
- PROVIDE A NEW DUPLEX STORAGE TANK FILL CONTROL PANEL CONTROL PANEL SHALL BE CAPABLE OF AUTOMATICALLY CONTROLLING THE TWO 10HP 230VAC. 3PH, EXISTING PUMPS USING INPUT FROM TWO NEW ULTRASONIC LEVEL TRANSDUCERS INSTALLED WITHIN EACH LEACHATE STORAGE TANK. THE CONTROLLER SHALL BE CAPARLE OF RECEIVING 0-20MA SIGNALS FROM THE ULTRASONIC TRANSMITTERS AND INTERPRETING THEM TO THE CORRESPONDING TANK LEVELS. THE CONTROLLER SHALL BE CAPABLE OF OPERATING THE PUMPS IN THE MANNER DESCRIBED IN THE SEQUENCE OF OPERATIONS ON SHEET G3. THE CONTROLLER SHALL OUTPUT A DISCRETE LOW-LEVEL SIGNAL IF THE TANK LEVEL REACHES SIX FEET OR LOWER TO THE EFFLUENT OUT CONTROLLER. THE CONTROLS SHALL ALTOMATICALLY ALTERNATE THE PUMPS IN LEAD/LAC EASHION LIPON COMPLETION OF EACH OPERATION ALL SWITCHES RELAYS AND AUXILIARY EQUIPMENT REQUIRED FOR PUMP OPERATION SHALL BE PROVIDED BY THE CONTRACTOR. A NEWA SIZE 2 240VAC MAGNETIC STARTER AND A 240/AC, GOA, 3PH, COMBINATION MANUAL ON-OFF CONTROL AND CIRCUIT BREAKER SHALL BE PROVIDED FOR EACH PUMP, ALL CONTROL SHALL BE IN CONFORMANCE WITH NEWA-ICS-A. ALL PARTS SHALL BE CONSTRUCTED OF CORROSION RESISTANT MATERIAL. THE CONTROL PANEL SHALL INCLUDE THE
 - III —LISTING
 - . NEWA 4X HINGED DOOR ENCLOSURE
 - . POWER ON BLUE LIGHT INDICATOR
 - . PUMP RUN GREEN LIGHT INDICATOR FOR EACH PUMP
 - PUMP HOA SELECTOR SWITCH
 - . OVERLOAD RED LIGHT FOR EACH PUMP
- HIGH LEVEL AMBER ALARM LIGHT FOR EACH TANK
- LOW LEVEL ANDER ALARM LIGHT FOR WETWELL)

 HIGH YEVEL ANDER ALARM LIGHT FOR WETWELL)
- . 240VAC, 100A, 3PH, LOCKABLE MAIN POWER DISCONNECT
- ALTERNATOR
- AUDIBLE ALARM AND STROBE
- PROVIDE A NEW DUPLEX EFFLUENT OUT CONTROL PANEL CONTROL PANEL SHALL BE CAPABLE OF AUTOMATICALLY CONTROLLING THE TWO 2HP 230VAC, 3PH, EXISTING PUMPS. THE CONTROLLER SHALL BE CAPABLE OF OPERATING THE PUMPS IN THE WANNER DESCRIBED IN THE SEQUENCE OF OPERATIONS ON SHEET G3. THE CONTROLS SHALL AUTOMATICALLY ALTERNATE THE PUMPS IN LEAD/LAG FASHION UPON COMPLETION OF EACH OPERATION, ALL SWITCHES, RELAYS. AND AUXILIARY FOLIPHINT REQUIRED FOR PUMP OPERATION SHALL BE PROVIDED. A NEWA SIZE 1 240VAC MAGNETIC STARTER AND A 240VAC. 15A. 3PM. COMBINATION MANUAL ON-OFF CONTROL AND CIRCUIT BREAKER SHALL BE PROVIDED FOR EACH PUMP. ALL CONTROL SHALL BE IN CONFORMANCE NEMA-ICS-A. ALL PARTS SHALL BE CONSTRUCTED OF CORROSION RESISTANT MATERIAL THE CONTROL PANEL SHALL INCLUDE THE FOLLOWING FEATURES:
 - UL-LISTING
 - NEWA 4X HINGED DOOR ENCLOSURE
- . POWER ON BLUE LIGHT INDICATOR
- . PUMP RUN GREEN LIGHT INDICATOR
- . PUMP HOA SELECTOR SWITCH . OVERLOAD RED LIGHT FOR EACH PUMP
- . 240VAC, 60A, 3PH, LOCKABLE MAIN POWER DISCONNECT
- A! TERNATOR

R

- PROVIDE UNISTRUC CONSTRUCTED IN ACCORDANCE WITH ASTM A-123 OR A-153, 1-5/8 INCH X 1-5/8 INCH, 12 GAUGE. 9/16 INCH DIAMETER HOLES SPACED 1-7/8 INCHES APART, EQUIPMENT CONNECTIONS TO UNISTRUT SHALL BE PER ASTM A-164 AND ASTM A-153.
- PROVIDE SUSPENDED FLOAT TYPE LEVEL SWITCHES COMPRISED OF A HERMETICALLY SEALED, APPROXIMATELY 5 INCH DIAMETER PLASTIC CASING FLOAT, CONTAINING MICROSWITCHES AND ELEXIBLY SUPPORTED BY MEANS OF A HEAVY NEOPRENE OR PVC. JACKET WITH THREE CONDUCTOR CASIE A MINIMUM OF 20 FEET IN LENGTH, MICROSWITCHES SHALL BE ONE NORMALLY OPEN AND ONE NORMALLY CLOSED, 5A-115VAC. FLOAT HANGERS AND SUPPORTS SHALL BE PROVIDED AS SHOWN ON THE INSTALLATION DETAIL ON SHEET E6, FLOAT SWITCHES SHALL BE MODEL ENM AS MANUFACTURED BY FLYGT, OR EQUAL
- PROVIDE SCHEDULE 40 PVC CONDUIT IN COMPLIANCE WITH NEWA-TC-2 AND NEWA-TC-3 FOR UNDERGROUND CONDUIT RUNS, USE CONDUIT SEALS OR PLUCS AT BOTH END IN ACCORDANCE WITH NEC ARTICLE 300-5(q) TO ENSURE NO INADVERTENT LIQUID WILL ENTER THE CONDUIT SYSTEM. WHERE PRACTICAL, THE INTERIOR OF THE CONDUIT SHALL BE SEALED AS WELL AS AROUND THE CONDUCTORS BY USING CONDUIT SEALING BUSHINGS. PVC SHALL

TRANSITION TO RMC NO MORE THAN 6 INCHES AFF AFTER IT HAS PASSED THROUGH CONCRETE SURFACES.

PROVIDE NEMA 4X, STAINLESS STEEL FULLBOX IN ACCORDANCE WITH NEMA FB 1 AND ANSI/NEMA OS 1. PROVIDE ALL PULL BOXES WITH SCREW-FASTENED COVERS.

- CONDUIT RUNS BETWEEN OUTLET AND OUTLET, BETWEEN FITTING AND FITTING, OR BETWEEN OUTLET AND FITTING CANNOT CONTAIN MORE THAN THE EQUIVALENT OF THREE 90-DEGREE BENDS, INCLUDING THOSE BENDS LOCATED IMMEDIATELY AT THE OUTLET OR FITTING.
- DO NOT INSTALL CRUSHED OR DEFORMED CONDUIT, AVOID TRAPPED CONDUIT RUNS WHERE POSSIBLE, TAKE CARE TO PREVENT THE LODGMENT OF FOREIGN MATERIAL IN THE CONDUIT, BOXES, FITTINGS, AND EQUIPMENT DURING THE COURSE OF CONSTRUCTION, CLEAR ANY CLOGGED CONDUIT OF OBSTRUCTIONS.
- MAKE FIELD-MADE BENDS AND OFFSETS IN RIGID STEEL CONDUIT WITH APPROVED HICKEY OR CONDUIT BENDING MACHINE. USE LONG RADIUS CONDUIT FOR ELBOWS LARGER THAN 2-1/2 INCHES.
- MOUNT SURFACE RACEWAYS PLUMB AND LEVEL, WITH THE BASE AND COVER SECURED, MINIMUM CIRCUIT RUN IS THREE-WIRE WITH ONE WIRE DESIGNATED
- MAKE ALL SPUCES IN AWG NO. B AND SMALLER WITH APPROVED INSULATED ELECTRICAL TYPE CONNECTORS. MAKE ALL SPUCES IN AWG NO. 6 AND LARGER WITH BOLIED CLAMP—TYPE CONNECTORS. WARP JOINTS WITH AN INSULATING TAPE THAT HAS AN INSULATION AND TEMPERATURE RATING EQUIVALENT TO THAT
- COLOR CODE FEEDER AND BRANCH CIRCUIT CONDUCTORS LISING INDUSTRY STANDARD COLORING
- SECURELY MOUNT BOXES AND ENCLOSURES TO THE BUILDING STRUCTURE WITH SUPPORTING FACILITIES INDEPENDENT OF THE CONDUIT ENTERING OR LEAVING THE BOXES
- BOX PENETRATIONS FOR CONDUITS SHALL BE MADE WITH A PUNCH TOOL, AND PENETRATIONS SHALL BE OF THE SIZE REQUIRED FOR CONDUIT ENTRY AND/OR HUB. WATERTIGHT CONDUIT HUBS SHALL BE PROVIDED FOX BOXES WHERE A NEWA 4X ENCLOSURE RATING IS REQUIRED.
- CONNECTIONS FROM RIGID CONDUIT TO MOTORS AND OTHER VIBRATING EQUIPMENT, LIMIT SWITCHES, OR LEVEL CONTROLS, SHALL BE MADE WITH RUNS OF LIQUID-TIGHT FLEXIBLE METAL CONDUIT.
- ALL EXPOSED CONDUIT RUNS SHALL BE RUN IN SUCH A MANNER AS TO MINIMIZE THE RISK OF TRIPPING HAZARDS. CONTRACTOR SHALL MAINTAIN A MINIMUM DISTANCE OF 6 INCHES FROM PARALLEL RUNS OF FLUES OR WATER PIPES. CONDUIT SHALL BE SUPPORTED EVERY 8 FEET (MINIMUM) AND SHALL BE SUPPORTED WITHIN 1 FOOT OF ALL CHANGES IN DIRECTION, SUPPORTS SHALL BE APPROVED PIPE STRAPS, WALL BRACKETS, HANGERS, OR CELLING TRAPFEE.
- WHERE PRACTICAL EXPOSED RACEWAYS CONTAINING INSTRUMENTATION CABLE SHALL CROSS RACEWAYS CONTAINING CONDUCTORS OF OTHER SYSTEMS AT RIGHT ANGLES.
- AFTER INSTALLATION, ALL WIRE AND CABLES SHALL BE TESTED FOR CONTINUITY. TESTING FOR CONTINUITY SHALL BE TEST LIGHT OR BUZZER STYLE, CONTINUITY TESTS FOR THE GROUNDING ELECTRODE CONDUCTOR SHALL ALSO BE PERFORMED CONFIRMING A RESISTANCE OF LESS THAN 1 OHM
- AFTER INSTALLATION, SOME WIRES AND CABLES SHALL BE TESTED FOR INSULATION LEVELS. INSULATION RESISTANCE BETWEEN CONDUCTORS OF THE SAME CIRCUIT AND BETWEEN CONDUCTOR AND GROUND SHALL BE TESTED, TESTING FOR INSULATION LEVELS SHALL BE AS FOLLOWS:
 - FOR \$8 AWG AND LARGER BOOV POWER AND CONTROL CABLE, APPLY 1000 VDC FROM A MEGADHMETER FOR ONE (1) MINUTE FOR ALL BOOV WIRES AND CABLES INSTALLED IN LIGHTING, CONTROL, POWER, INDICATION, ALARM AND MOTOR FEEDER CIRCUITS. RESISTANCE SHALL BE NO LESS THAN 100 MEGACHAIS, INSULATION TESTING IS NOT REQUIRED FOR POWER AND CONTROL CABLES SMALLER THAN \$8 AWG.

 • 6DOV INSTRUMENTATION SIGNAL CABLE SHALL BE TESTED FROM CONDUCTOR TO CONDUCTOR, CONDUCTOR TO SHIELD, AND CONDUCTOR TO GROUND USING
 - A VOLT-OHMMETER. THE RESISTANCE VALUE SHALL BE 200 MEGADHMS OR GREATER.

UPON COMPLETION OF TESTING, TEST REPORTS SHALL BE SURMITTED TO THE ENGINEER

- AFTER INSTALLATION, CONDUCT PHASE-ROTATION TESTS ON ALL THREE-PHASE CIRCUITS USING A PHASE-ROTATION INDICATING INSTRUMENT. PHASE ROTATION OF ELECTRICAL CONNECTIONS TO MOTORS AND OTHER CONNECTED EQUIPMENT IS CLOCKWISE.
- THE CONTRACTOR SHALL PERFORM ALL FIELD TESTS AND SHALL PROVIDE ALL LABOR, EQUIPMENT, AND INCIDENTALS REQUIRED FOR TESTING, ALL DEFECTIVE MATERIAL AND WORKMANSHIP DISCLOSED SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER. THE CONTRACTOR SHALL SHOW BY DEMONSTRATION IN SERVICE THAT ALL CIRCUITS AND DEVICES ARE IN GOOD OPERATING CONDITION. TEST SHALL BE SUCH THAT EACH ITEM FOR CONTROL EQUIPMENT WILL FUNCTION NOT LESS THAN GIVE (5) TIMES.
- INSTALL GROUND RODS SO THAT THE TOP OF THE ROD IS 18 INCHES BELOW GRADE, GROUNDS RODS SHALL BE INTERCONNECTED USING A #4/O BARE COPPER GROUND CONDUCTOR AND BONDED TO THE EXISTING PAD COUNTERPOISE USING AN EXOTHERMIC WELD, INTERCONNECTING GROUND CONDUCTOR SHALL BE BURIED TO A MINIMUM DEPTH OF 30 INCHES BELOW GRADE, NOT EXCEEDING 36 INCHES.
- AFTER INSTALLATION, A FALL OF POTENTIAL TEST SHALL BE PERFORMED ON THE GROUND GRID PER IEEEB1 RECOMMENDATIONS. TESTING SHALL SHOW THAT THE GROUND GRID HAS 5 OHMS OF RESISTANCE OR LESS. GROUND RESISTANCE MEASUREMENTS SHALL BE MADE IN NORMALLY DRY WEATHER NOT LESS THAN 48 HOURS AFTER RAINFALL

