

RESOLUTION NO. 2020 - 76

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 20-14 AND TO EXECUTE AN AGREEMENT WITH G&H UNDERGROUND CONSTRUCTION, INC. FOR CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY.

RECITALS

WHEREAS, the County desires to enter into contract with G&H Underground Construction, Inc. for construction services to construct a turn lane on Race Track Road at Veterans Parkway in St. Johns County, Florida, in accordance with Bid No. 20-14; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, and equipment required in order to construct a turn lane on Race Track Road at Veterans Parkway in St. Johns County, Florida, in accordance with Bid No. 20-14; and

WHEREAS, through the County's formal Bid process, G&H Underground Construction, 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. 20-14 to G&H Underground Construction, 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. 20-14.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of March, 2020.

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

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: Pam Halterman
Deputy Clerk

Rendition Date: 3/5/20





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

This Contract Agreement (“Agreement”) is made as of _____, 2019 by and between **St. Johns County, FL** (“Owner” or “County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **G&H Underground Construction, Inc.** (“Contractor”), whose principal offices are located at: 2200 N Ponce de Leon Blvd, Ste. 11, St. Augustine, FL 32084, Phone: 904-829-8199, Fax: 904-810-0531, and E-mail: ghunderground@bellsouth.net, under seal for Construction of **Bid No: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway**, hereinafter referred to as the “Project”.

The Owner and the Contractor hereby agree as follows:

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

1.1 The Contract

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

1.2 The Contract Documents

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

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.

1.6.2 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.

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 construct improvements at the intersection of Race Track Road / Linde Avenue / Veterans Parkway. The project will include the addition of an eastbound right turn lane on Race Track Road, the construction of new crosswalks on the north and east legs of the intersection, and modifications to the existing crosswalks. Pedestrian signals, ADA ramps, and additional sidewalk at the intersection will be included. The improvements will include modifying the existing Linde Avenue median to allow for a crosswalk across the north leg of the intersection. The project will also include the construction of approximately 1,000 LF of sidewalk along the north side of Race Track Road from Linde Avenue to the existing sidewalk near the

intersection with Dragonfly Drive.

All work shall be performed in accordance with the plans and specifications under Bid No. 20-14.

2.2 Product Data and Samples

2.2.1 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.

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 **ninety (90)** 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, 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. In the event any schedule revision impacts the completion time as provided in Section 3.1.1 above, the Contractor shall submit a request for time extension, in accordance with procedures as provided herein. Failure by the Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Agreement.

3.1.3 The Contractor shall pay the Owner the sum of **\$1,665.00** 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 **Five Hundred Fifty-Four Thousand Six Hundred Thirty-Two Dollars (\$554,632.00)**.

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

**ARTICLE V
PAYMENT OF THE CONTRACT PRICE**

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

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

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

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

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

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

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

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

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

5.3 Withheld Payment

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

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

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner

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

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

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

**ARTICLE VII
THE CONTRACTOR**

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

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

Name	Function
_____	_____
_____	_____
_____	_____

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

by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 Cleaning the Site and the Project

7.7.1 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.

7.8 Access to Work

7.8.1 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.

7.9 Indemnity

7.9.1 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.

7.9.2 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.

7.10 Safety

7.10.1 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.

7.10.2 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.

7.11 E-Verify

7.11.1 The Contractor must utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel hired to perform any portion of the Work. Additionally, the Contractor must expressly require any sub-contractor(s) or sub-consultant(s) performing work or providing services pursuant to the Work shall likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all employees hired by the sub-contractor(s) or sub-consultant(s) to perform any of the Work.

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

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

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

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic interpretations

necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

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

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Agreement. If the Project Director deems it necessary or advisable, the Project Director shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

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

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

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

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

8.2 Claims by the Contractor

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

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

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

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

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

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

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

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

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

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

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

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

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

10.2 Change Order Defined

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

10.3 Changes in the Contract Price

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

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

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

10.4 Minor Changes

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

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out 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 \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain 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: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY

Owner

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

By: _____
Signature of Authorized Representative

Printed Name

Title

Date of Execution

Contractor

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

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Deputy County Attorney

Date of Execution



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 31, 2020

RE: Bid No: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway

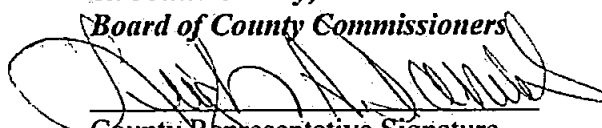
Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to G&H Underground Construction, Inc., as the lowest responsive, responsible bidder for Bid No: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 9:00 AM, Wednesday, February 5, 2020.

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 and execute a contract.

Please forward all correspondence, requests or inquiries directly to Leigh Daniels, CCPB, Assistant Purchasing Manager; at ldaniels@sjcfl.us.

Sincerely,
St. Johns County, FL
Board of County Commissioners


County Representative Signature

Date: 1/31/20

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



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: John Burnham, CIP Manager -- Engineering Division
FROM: Diana M. Fye, AS, CPPB, Procurement Coordinator
SUBJECT: Bid # 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway
DATE: November 20, 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.

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

Dept. Approval John P. Burnham
Date 1/8/2020
Budget Amount \$560,057
Account Funding Title IMPACT FEES "A" - MAJOR COLLECTOR RD.
TRANS. TRUST - MAJOR COLLECTOR RD.
Funding Charge Code 1185-56330-5084-56301
1114-56330-5006-56301
Award to G+H UNDERGROUND CONSTRUCTION, INC.
Award Amount \$ 554,632.00

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE CONSTRUCTION of TURN LANE on RACE TRACK ROAD
at VETERANS PARKWAY

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

OPENED BY
TABULATED BY
VERIFIED BY

DIANA M FYE *DMF*
SHELLY VONGCHANTA *SV*
[Signature]

BID NUMBER 20-14

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

OPENING DATE/TIME November 20, 2019 2:00 PM

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

POSTING DATE/TIME FROM 11/20/19 4:00 PM
UNTIL 11/25/19 4:00 PM

BIDDERS	TOTAL LUMP SUM BID	BID BOND	ADDENDUM #1					
G & H Underground Construction, Inc.	\$554,632.00	Yes	Yes					
R.B. Baker Construction, a division of Reeves Construction Company	\$566,700.00	Yes	Yes					
CGC, Inc.	\$630,750.00	Yes	Yes					

BID AWARD DATE - _____

BID NO: 20-14



OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY

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

DATE SUBMITTED: 11-20-19

BID PROPOSAL OF

G&H Underground Construction, Inc

Full Legal Company Name

2200 N Ponce De Leon Blvd Ste 11 St Augustine, Fl. 32084 904-829-8199 904-810-0531

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

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

\$ 554,632.00

Total Lump Sum Bid Price (Numerical)

Five hundred fifty four thousand six hundred and thirty two dollars /100 Dollars

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

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

The Total Lump Sum Bid Price submitted above shall include any and all fees, taxes, 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: 20-14

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

No.: 1 Date Received: 11-12-19

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.

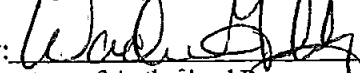
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the 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: 20-14

CORPORATE/COMPANY

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

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

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

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

Telephone No.: (904) 829-8199 Fax No.: (904) 810-0531

Email Address for Authorized Company Representative: ghunderground@bellsouth.net

Federal I.D. Tax Number: 061747700 DUNS #: _____
(If applicable)

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Unit Price Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Drug-Free Workplace Form
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Experience of Bidder Form
 - Attachment "I" – Claims, Liens, Litigation History
 - Attachment "J" – Certificate of Compliance with Florida Trench Safety Act
 - Attachment "K" – Proof of FDOT Pre-qualification in Required Work Classes
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", 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.: 20-14; CONSTRUCTION OF TURN LAND ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Wade Gibby who being duly sworn, deposes and says he is President (Title) of the firm of G&H Underground Construction, Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway, in St. Johns County, Florida.

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

G&H Underground Construction, Inc

(Bidder)

By: Wade Gibby

President

(Title)

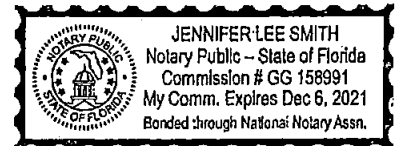
Sworn and subscribed to me this 20th day
of November, 2019.

Notary Public:

Signature

Printed

My commission Expires: 12-06-2021



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

BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

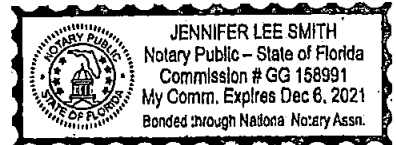
I, Wade Gibby, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Wade Gibby who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was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


Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this 20th day of November, 2014, A.D.



NOTARY PUBLIC Jennifer Lee Smith
State of Florida-at-large

My Commission Expires: 12-06-2021

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

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

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

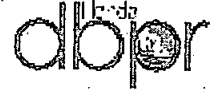
The bidder shall attach a copy of each current license or certification listed below to this form.

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HARDWICK, JEFFERY L.
G & H UNDERGROUND CONSTRUCTION INC
4930 PORTER ROAD
ST. AUGUSTINE FL 32095

LICENSE NUMBER: CUC1224124

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

THIS RECEIPT IS ISSUED PURSUANT TO COUNTY ORDINANCE 87-36

2019/2020 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT #25043
EXPIRES September 30, 2020

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 000264 LAND CLEARING SERVICE
BUSINESS ADDRESS 2200 N. PONCE DE LEON BLVD STE 111 ST AUGUSTINE FL 32084
BUSINESS NAME G & H CONSTRUCTION
OWNER GIBBY WADE D & HARDWICK JEFFERY
MAILING ADDRESS 2200 N. PONCE DE LEON BLVD #111 ST AUGUSTINE FL 32084



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

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED
PAID - 815510027-0003-0001-503 09/19/2019 22.00

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

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

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
Liberty Trucking	Lime Rock	Steve Leonard	352-258-3792 stevenleonard4914@gmail.com
James D. Hinson Electrical Contracting	Electrical / Signals	James D Hinson	904-262-3805 dhinson@hinsonfl.com
Kudzue 3 Trucking	Asphalt	Randy Maloy	904-388-7838 kudzue3@yahoo.com
Bobs Barricade	Maintenance of Traffic	John Sepa	904-798-0823 jsepa@bobsbarricades.com
A&J Land Surveyors	Survey and Asbuilts	Jeff Ward	904-346-1733 jward@ajsurvey.com
Curb Systems	Sidewalk, Curb, Handicap Ramps, and crosswalk	Gary Alligood	904-829-3455 curbflorida@bellsouth.net

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway

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

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

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

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

Please check the appropriate statement:



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

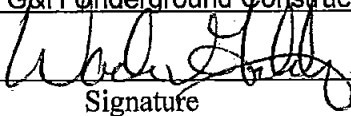


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

G&H Underground Construction, Inc

Authorized Representative(s) :


Signature

Wade Gibby, President
Print Name/Title

Signature

Print Name/Title

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

St. Johns County Board of County Commissioners

ATTACHMENT "F"


DRUG-FREE WORKPLACE FORM

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

G&H Underground Construction, Inc does:
Name of Firm

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

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


Signature

11-20-2019
Date

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

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 Insurance (Pages 13-14).

PROOF OF INSURANCE

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



G&HUNDE-01

JSMITH

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/5/2019

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).

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADL INSUR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	7824226119	6/7/2019	6/7/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5124228100	6/7/2019	6/7/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pers Inj Protec \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5124226101	6/7/2019	6/7/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	19643270	6/7/2019	6/7/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

St. Johns County Board of County Commissioners 500 San Sebastian Vlew Saint Augustine, FL 32084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan Jordan</i>

ACORD 25 (2016/03)

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**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "H"

EXPERIENCE OF BIDDER

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

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** 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: G&H Underground Construction, Inc 11-20-2019
 Bidder  Date
 Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
March 2017	Uniflorida IV LLC 5975 Sunset Drive Miami, Fl. 33143 Contact: Kelly Moore 904-342-2535 kmoore@villagesofsely.com	1,343,702.90	Villages of Sely 2B Installed water, sewer, and storm drain, utilities, and built city roads
November 2014	Petticoat Schmitt Civil Contractors 6380 Philips Hwy Jacksonville, Fl. 32216 Clyde Cross ccross@petticoatschmitt.com	807,729.08	Dobbs / Kings Estate Rd St Augustine, Fl. Rebuilt and enlarged existing county intersection
August 2013 - August 2015	City of Jacksonville Beach 1460 Shetter Ave Jacksonville Beach, Fl. 32250 Dennis Dupries: 904-247-6229 ddupries@jaxbchfl.net	3,597,507.20	Willams Coastal Blvd Heights & South Beach Infrastructure Removed and replaced sewer lines, water mains, and rebuilt roads

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

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:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____
Name(s) of the project owner(s)/manager(s) to include address and phone number:

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

5. Have you ever abandoned a 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 _____ No _____
If no, please explain why? N/A

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

N/A

Liquidated 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)

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "J"

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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

By: Wade Gibby

G&H Underground Construction, Inc

Bidder

[Handwritten Signature]
Authorized Signature

11-20-19

Date

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "K"

PROOF OF FDOT PRE-QUALIFICATION IN REQUIRED WORK CLASSES

Respondents shall provide a copy of a Florida Department of Transportation (FDOT) letter confirming pre-qualification in the required work classes identified under "Qualification of Contractors" (page 11).



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

April 16, 2019

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

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

FDOT APPROVED WORK CLASSES:

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

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

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

Sincerely,

Alan Antry, Manager
Contracts Administration Office

AA:cj



Florida Department of
(/home)
TRANSPORTATION
(/home)

E-Updates
(/agencyresources/subscription
511
(http://www.fl511.com/) |
Site Map
(/agencyresources/sitemap.shtr
| Translate
(https://translate.google.com/tra
sl=auto&tl=es&u=www.fdot.gov/

Search FDOT...

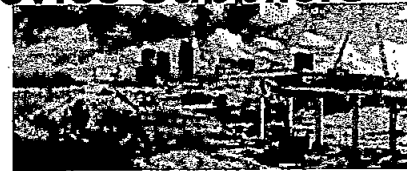
Sub:

 Home (/home)

Construction

Office of Construction (/construction/) / Engineering Area
(/construction/Engineers/EngineerMain.shtm) / Maintenance of Traffic
(/construction/Engineers/MOT/MOTMain.shtm)

FDOT Approved Channelizing Device Suppliers



Reference Standard Specification Section 102 at **FDOT Standard Specifications**
(/programmanagement/Implemented/SpecBooks/default.shtm), for the definition
of a Channelizing Device Supplier (CDS).

FDOT Approved Channelizing Device Suppliers (CDS)

Arrive Alive Traffic Control, LLC	Contact Person: David Feise (561) 234-7201
ACME Barricades	Contact Person: Christian Cummings (904) 781-1950
Bob's Barricades, Inc.	Contact Person: John Baldwin (954) 423-2627
Gulf Coast Traffic Engineers	Contact Person: Shaun Harris (850) 478-7066
L30 Traffic Control	Contact Person: Angela McNulty (850) 890-8408



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

November 6, 2019

ROSE SERVICES, INC.
170 CUMBERLAND PARK DRIVE
ST. AUGUSTINE, FLORIDA 32095

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 12/30/2020. However, the new application is due 10/31/2020.

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.dot.state.fl.us/ContractorPreQualification/)

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

FDOT APPROVED WORK CLASSES:

FENCING, GRASSING, SEEDING AND SODDING, GUARDRAIL, PAVEMENT MARKING, ROADWAY SIGNING

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

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

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

May 9, 2019

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

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

FDOT APPROVED WORK CLASSES:

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

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

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

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HINSON JAMES DANIEL

JAMES D. HINSON ELECTRICAL CONTRACTING CO INC
11609 COLUMBIA PARK DRIVE WEST
JACKSONVILLE FL 32258

LICENSE NUMBER: EC0001588

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that G & H Underground Construction, Inc. as Principal, and Merchants Bonding Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Not to Exceed 5% of Amount Bid Dollars (\$ 5% of Amount Bid) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated November 20th, 2019.

For
CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY
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 20th day of November A.D., 2019, 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.: 20-14

WITNESSES:

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

WITNESSES:

Liz Aburnathy
Jennifer Smith

[Signature]
PRINCIPAL:

G & H Underground Construction, Inc.

NAME OF FIRM:

[Signature]
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President
TITLE

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

St. Augustine, FL 32084
CITY STATE

WITNESS:

[Signature]

SURETY:

Merchants Bonding Company
CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL)
Benjamin K. Powell, Attorney-in-Fact
P. O. Box 14498

BUSINESS ADDRESS

Des Moines, IA 50306
CITY STATE

Cecil W. Powell & Company
NAME OF LOCAL INSURANCE AGENCY

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

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

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

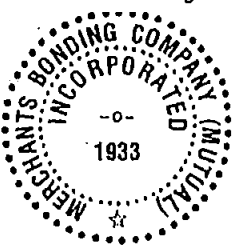
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

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

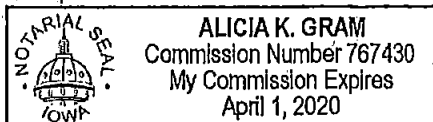


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of November, 2019.



William Warner Jr.
Secretary



St. Johns County Board of County Commissioners

Purchasing Division

November 12, 2019

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

QUESTIONS:

- 1. Is there an engineer estimate or budget available for this project?

Answer: The estimated project budget is \$524,000.00.

- 2. Does SJC anticipate the removal of any trees for the installation of the +/- 1000LF of sidewalk on the north side of Race Track Road, or will any trees just be avoided and/or pruned for clearance?

Answer: No trees need to be removed as they are outside the Right-of-Way (ROW). However, there are a significant number of branches extending into the ROW that will need to be pruned for clearance.

THE BID DUE DATE REMAINS NOVEMBER 20, 2019 AT 2:00 P.M.

Acknowledgment

[Handwritten Signature]
Signature and Date

Wade Gibby, Pres.
Printed Name/Title

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

Sincerely,

Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1

**CONSTRUCTORS QUALIFICATION QUESTIONNAIRE
ORGANIZATION AND BACKGROUND**

Name: G & H Underground Construction Inc.

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

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

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

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

PRINCIPLE OFFICERS OF THE COMPANY

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

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

TYPE OF WORK PERFORMED:

Commercial Roadwork
Excavation Water System
Sewers Storm Systems

GEOGRAPHICAL AREAS OF OPERATION:

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

LIST OF MOST RECENT CONTRACTS IN LAST THIRTEEN YEARS:

St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:523,175.00 July 2019 – Present	Project: Arbor & Harbour View Lift Station Upgrades
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:181,275.40 May 2019 – Present	Project: West Augustine Drainage Improvements Service Area 3
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:348,555.00 May 2019 – Present	Project: West Augustine Drainage Improvements Service Area 1
City of St Augustine 75 King St St Augustine, Fl. 32085	Contract Amount: 462,524.66 May 2019 - Present	Project: West 2 nd Street Gravity Sewer Improvements
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:390,000.00 May 2019 – Present	Project: Remington Forest Drive Drainage Improvements
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:482,324.64 January 2019 – June 2019	Project: 16 th St Road Replacement
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:Ongoing January 2018 – Present	Project: Countywide Roadway, Drainage, Infrastructure Maint. Master Contract

St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:Ongoing January 2018- Present	Project: Utility Rehabilitation/ Construction Services
City of St Augustine 75 King St St Augustine, Fl. 32085	Contract Amount: 597,242.20 October 2018 - Present	Project: Pump Station # 3 Replacement
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:680,500.00 June 2018 – Present	Project: Ocean Oaks, Food Lion, and Cypress Lakes Lift Station Upgrades
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:1,145,016.00 May 2018 – Present	Project: Shores WWTP Master Pump Station Replacement
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:730,000.00 March 2018 – Present	Project: Cranes Lake, Remington, and Merganzer Lift Station Upgrades
Uniflorida IV LLC 5975 Sunset Drive Miami, Fl. 33143	Contract Amount: 3,798,772.34 October 2017 - Present	Project: Villages of Selo 3A & 3B
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:1,141,950.00 July 2017 – July 2018	Project: 16 th Street Reclaimed Water Main & Force Main Improvements
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:530,240.00 June 30 2017 – July 2018	Project: Ocean Village Club Raintree, & Anastasia Oaks Lift Station
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:476,360.00 June 30 2017 – July 2018	Project: Ponce De Leon Villas, Raintree, & Anastasia Oaks Lift Station
St Johns County Purchasing 500 San Sebastian View St Augustine, Fl .32084	Contract Amount:362,942.97 March 2017 – November 2017	Project:Six Mile 1 Master Lift Station Improvements
Uniflorida IV LLC 5975 Sunset Drive Miami, Fl. 33143	Contract Amount: 1,343,702.90 March 2017 - Present	Project: Villages of Selo 2B
City of St Augustine 75 King St St Augustine, Fl. 32085	Contract Amount: 561,213.72 February 2017- July 2017	Project: Davenport Park / County Library
St Johns County Purchasing 500 San Sebastian View	Contract Amount:191,816.05 November 2016 – July 2017	Project: Stone Gate Lift Station Improvements

St Augustine, Fl .32084

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

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

Project: 2nd St North Parking
Lot Improvements
Jacksonville Beach

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

Contract Amount: 267,799.20
July 2016 - January 2017

Project: Pump Station 50-51
Force Main Improvements

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

Contract Amount: 441,611.34
June 2016 - Jan 2017

Project: Sidney Storm Water
Improvements

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

Contract Amount: 238,041.28
June 2016 - November 2016

Project: Racetrack Road Widening

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

Contract Amount: 397,704.51
April 2016 - September 2016

Project: Gates of St Johns

Uniflorida IV LLC
5975 Sunset Drive
Miami, Fl. 33143

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

Project: Villages of Sely
2A

Uniflorida IV LLC
5975 Sunset Drive
Miami, Fl. 33143

Contract Amount: 265,000
April 2016 - Present

Project: Villages of Sely
Lift Station 1

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

Contract Amount: 294,305.00
April 2016 - Present

Project: Lift Station Imp
Osprey & Sawgrass Marriott

Flores Construction Co.
5470 East Busch Blvd #511

Contract Amount: 280,521.00
March 2016 - Present

Project: City of Jacksonville Beach
South Beach Park Pond Removal

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

Contract Amount \$ 1,303,131.40

Project: Ocean Forest
Drainage Improvements

City of St Augustine 75 King St St Augustine, Fl. 32085	Contract Amount: 185,961.00	Project: Isla Drive Drainage Improvements
City of Atlantic Beach 1200 Sandpiper Lane Atlantic Beach, Fl. 32233	Contract Amount: 91,150.00	Project: Russell Park Multi Purpose Path
City of Atlantic Beach 1200 Sandpiper Lane Atlantic Beach, Fl. 32233	Contract Amount: 380,000.00	Project: Salt Air Neighborhood Storm Water Improvements
City of St Augustine 75 King St St Augustine, Fl. 32085	Contract Amount: 957,551.00	Project: Magnolia Ave Area Water Main Improvements
Petticoat Schmitt Civil Contractors 6380 Philips Hwy Jacksonville, Fl. 32216	Contract Amount: 807,729.08 November 2014 – September 2015	Project: Dobbs Rd / Kings Estate Rd
City of Jacksonville Beach 11 th North Third St Jacksonville Beach, Fl. 32250 Beach Infra.	Contract Amount \$ 3,597,507.20 May 2013 – March 2015	Project: Williams Coastal Blvd Heights & South
City of St Augustine 75 King St St Augustine, Fl. 32085	Contract Amount \$605,209.98	Project: Abbott Tract Utility Imp.
City of St Augustine 75 King St St Augustine, Fl. 32085	Contract Amount \$50,842.00 July 2014 - September 2014	Project: Palmetto Ave City of St Augustine Maintenance
City of Jacksonville Beach 11 th North Third St Jacksonville Beach, Fl. 32250	Contract Amount \$ 865,868.86 February 2014 – January 2015	Project: Phase IIIB Improvements
City of St Augustine 75 King St St Augustine, Fl. 32085	Contract Amount \$169,105.50	Project: North City Imp Old Mission Ave Water Main

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

Contract Amount \$445,369.53

Project: Avenida Menendez
Seawall

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

Contract Amount \$633,010.00

Project : 12th Ave South
Erosion Control

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

Contract Amount : \$340,587.01

Project: Palmer St water Main
Upgrade

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

Contract Amount \$ 171,162.00

Project: Water main Valve
Rep. Various Locations

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

Contract Amount \$467,990.00

Project: Lincolnville Water Main
Improvements

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

Contract Amount \$521,116.70
June 2012 - May 2013

Project : Duval Drive Roadway &
Drainage Improvement

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

Contract Amount : \$ 719,080.00

Project: Lift Station 51 & 52

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

Contract Amount : \$532,515.00

Project: Modification to LS # 3

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

Contract Amount : \$ 268,275.00

Project: Storm Water Upgrades

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

Contract Amount: \$455,000.00

Project: Lake Mildred Storm Water
Pump station

Phone: 904-247-6286

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

Contract Amount: \$455,000

Project: 2nd & 4th Ave North Water
Main Imp.

Phone: 904-247-6286

City Of St Augustine
75 King Street
St Augustine Fl, 32084
Attn: Marcus Pinson

Contract Amount: \$44,750.00
Contract Amount: \$55,559.00
Contract Amount: \$37,391.00
Marcus Pinson: 904-209-4278

Project: Ribault
Project: Andreas
Project: North Matanzas

City Of St Augustine
75 King Street
St Augustine Fl, 32084
Attn: Marcus Pinson

Contract Amount: \$72,000.00

Phone: 904-209-4278

Project: Pump Station No 2
Rehabilitation

St Johns County
2446 Dobbs Rd
St Augustine, Fl. 32086
Aaron Zambo

Contract Amount: \$413,953.00

Phone: 904-209-2628

Project: Sevilla Gardens
Sewer System Improvements

St Johns County
2446 Dobbs Rd
St Augustine, Fl. 32086
Aaron Zambo

Contract Amount: \$838,393.40

Phone: 904-260-6288

Project: Woodland West
Subdivision . Sewer System Imp.

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

Contract Amount: \$819,419.72

Phone: 904-260-6288

Project: Dunham Street Water Main
Extension

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

Contract Amount: \$100,650.00

Phone: 941-749-1959

Project: Wards Creek &
Timberlin Creek Elementary
Sewer/Gravity

City of Atlantic Beach

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

Contract Amount: \$39,252.68

Phone: 904-247-5834

Project: George Street Sidewalk
and Drainage CDBG

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

Contract Amount: \$195,011.00

Phone: 904-209-0128

Project: Shores Blvd
Pipe Replacement

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

Contract Amount: \$490,761.98

Phone: 904-209-2604

Project: Treasure Beach
Water Main Improvements

City of St. Augustine
P.O. Box 210

Contract Amount: \$21,529.00

Project: Pump Station
23 Repairs

St. Augustine, FL 32085
Contact: Paul Spangler

Phone: 904-825-1042

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

Contract Amount: \$1,519,325.95 Project: Infrastructure
Improvements Parts A, B & C

Phone: 904-247-6286

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

Contract Amount: \$778,727.87 Project: EOC

Phone: 904-354-8201

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

Contract Amount: \$156,960.00 Project: Forest Oaks

Phone: 904-797-0201

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

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



St. Johns County Board of County Commissioners

Purchasing Division

November 12, 2019

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

QUESTIONS:

1. Is there an engineer estimate or budget available for this project?

Answer: The estimated project budget is \$524,000.00.

2. Does SJC anticipate the removal of any trees for the installation of the +/- 1000LF of sidewalk on the north side of Race Track Road, or will any trees just be avoided and/or pruned for clearance?

Answer: No trees need to be removed as they are outside the Right-of-Way (ROW). However, there are a significant number of branches extending into the ROW that will need to be pruned for clearance.

THE BID DUE DATE REMAINS NOVEMBER 20, 2019 AT 2:00 P.M.

Acknowledgment

Sincerely,

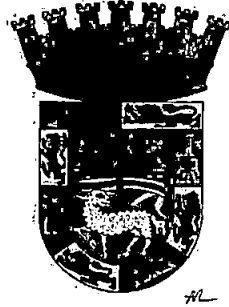
Signature and Date

Diana M. Fye, AS, CPPB
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



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

BID NO: 20-14

**CONSTRUCTION OF TURN LANE ON
RACE TRACK ROAD AT VETERANS PARKWAY**

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

FINAL: 10/10/19

Bid No: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway

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“C” – License/Certification List

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

“E” – Conflict of Interest Disclosure Form

“F” – Drug-Free Workplace Form

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“H” – Experience of Bidder Form

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SPECIFICATIONS

EXHIBIT A – CONSTRUCTION PLANS – (SEPARATE ATTACHMENT)

SEALED BID MAILING LABEL

END OF TABLE OF CONTENTS

Notice is hereby given that sealed bids will be received **until 2:00 P.M.** on **Wednesday, November 20, 2019** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway.** 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 construct improvements at the intersection of Race Track Road / Linde Avenue / Veterans Parkway. The project will include the addition of an eastbound right turn lane on Race Track Road, the construction of new crosswalks on the north and east legs of the intersection, and modifications to the existing crosswalks. Pedestrian signals, ADA ramps, and additional sidewalk at the intersection will be included. The improvements will include modifying the existing Linde Avenue median to allow for a crosswalk across the north leg of the intersection.

The project will also include the construction of approximately 1,000 LF of sidewalk along the north side of Race Track Road from Linde Avenue to the existing sidewalk near the intersection with Dragonfly Drive.

Minimum Qualifications

Prime Bidder must be fully licensed to do business in the State of Florida and have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, equal to or greater than the scope and dollar value of that being proposed. Additionally, the prime or sub-contractor performing the work in the following work classes shall be currently Florida Department of Transportation (FDOT) pre-qualified: (10) Flexible Paving, (7) Drainage, (12) Grassing, seeding and Sodding, (28) Pavement Marking, (38) Roadway Signing, (40) Sidewalk, and (39) Traffic Signal. A letter from FDOT confirming pre-qualification in the required work classes must be submitted with the sealed bid proposal.

Copies of current licenses and certifications for the Prime Bidder and proposed Sub-Contractor(s) must be provided with the submitted Bid Proposal.

Pre-Bid Conference

There will be a **Non-Mandatory** Pre-Bid Conference on **Wednesday, October 30, 2019** at 9:00 AM in the Aviles Conference Room at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Conference in order to be eligible to submit a bid for this project. 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 DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # **20-14**. For technical assistance with this Website please contact DemandStar Supplier Services at 1-800-711-1712. A link to the 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@sjcfl.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.

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, November 6, 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.

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

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

BID NO: 20-14

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

scope of work of the Unit Price.

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

SUBSTITUTIONS

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

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

PRE-BID CONFERENCE

There will be a **Non-Mandatory** Pre-Bid Conference on Wednesday, October 30, 2019 at 9:00 AM in the Aviles Conference Room at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Conference in order to be eligible to submit a bid for this project. 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, November 6, 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 **TRIPPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and 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: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway"

See Example Below:

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

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 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 lump sum bid 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 have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) 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.

Additionally, the prime or sub-contractor performing the work in the following work classes shall be currently Florida Department of Transportation (FDOT) pre-qualified: (10) Flexible Paving, (7) Drainage, (12) Grassing, seeding and Sodding, (28) Pavement Marking, (38) Roadway Signing, (40) Sidewalk, and (39) Traffic Signal. A letter from FDOT confirming pre-qualification in the required work classes must be submitted under **Attachment "K"** – Proof of FDOT Pre-qualification in Required Work Classes.

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

Bidders to whom award of a contract is under consideration shall submit to the County, upon his request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

SUB-CONTRACTORS

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

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

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

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

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

FLORIDA TRENCH SAFETY ACT

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

PUBLIC CONSTRUCTION BOND

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 **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Ninety (90)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or

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

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$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.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 (plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify, 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 during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

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

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

PUBLIC RECORDS

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

END OF SECTION

BID NO: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 20-14

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

PROJECT: CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

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

\$ _____
Total Lump Sum Bid Price (Numerical)

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

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

The Total Lump Sum Bid Price submitted above shall include any and all fees, taxes, 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: 20-14

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

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

BID NO: 20-14

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

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

Email Address for Authorized Company Representative: _____

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

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Unit Price Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Drug-Free Workplace Form
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Experience of Bidder Form
 - Attachment "I" – Claims, Liens, Litigation History
 - Attachment "J" – Certificate of Compliance with Florida Trench Safety Act
 - Attachment "K" – Proof of FDOT Pre-qualification in Required Work Classes
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", 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.: 20-14; CONSTRUCTION OF TURN LAND ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway, in St. Johns County, Florida.

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

(Bidder)

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

By: _____

(Title)

Notary Public:

Signature

Printed

My commission Expires: _____

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

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

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

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

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

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 20-14; Construction of Turn Lane on Race Track Road at Veterans Parkway

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

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

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

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

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

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

Signature Print Name/Title

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

St. Johns County Board of County Commissioners

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

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

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

Signature

Date

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

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 Insurance (Pages 13-14).

PROOF OF INSURANCE

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

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "H"

EXPERIENCE OF BIDDER

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

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** 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: _____
Bidder
Date

Authorized Signature

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

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

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 _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

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

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

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

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

Liquidated Damages

1. 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: _____

(Use additional or supplemental pages as needed)

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "J"

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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

By: _____

Bidder

Date

Authorized Signature

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

ATTACHMENT "K"

PROOF OF FDOT PRE-QUALIFICATION IN REQUIRED WORK CLASSES

Respondents shall provide a copy of a Florida Department of Transportation (FDOT) letter confirming pre-qualification in the required work classes identified under "Qualification of Contractors" (page 11).

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

For
CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY
St. Johns County, Florida

NOW THEREFORE,

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

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

BID NO.: 20-14

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

**SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)**

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD
AT VETERANS PARKWAY**

PROJECT DESCRIPTION:

The intent of this project is for the Contractor to construct improvements at the intersection of Race Track Road / Linde Avenue / Veterans Parkway. The project will include the addition of an eastbound right turn lane on Race Track Road, the construction of new crosswalks on the north and east legs of the intersection, and modifications to the existing crosswalks. Pedestrian signals, ADA ramps, and additional sidewalk at the intersection will be included. The improvements will include modifying the existing Linde Avenue median to allow for a crosswalk across the north leg of the intersection.

The project will also include the construction of approximately 1,000 LF of sidewalk along the north side of Race Track Road from Linde Avenue to the existing sidewalk near the intersection with Dragonfly Drive.

SCOPE OF WORK:

Refer to Construction Plans – Exhibit “A” for detailed scope of work.

BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY

EXHIBIT A

CONSTRUCTION PLANS


(SEPARATE ATTACHMENT)

SEALED BID MAILING LABEL

**BID NO.: 20-14; CONSTRUCTION OF TURN LANE
ON RACE TRACK ROAD AT VETERANS PARKWAY**

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 20-14
BID TITLE:	Construction of Turn Lane on Race Track Road at Veterans Parkway
DUE DATE/TIME:	By 2:00PM – November 20, 2019
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT

BID NO.: 20-14; CONSTRUCTION OF TURN LANE ON RACE TRACK ROAD AT VETERANS PARKWAY

EXHIBIT A

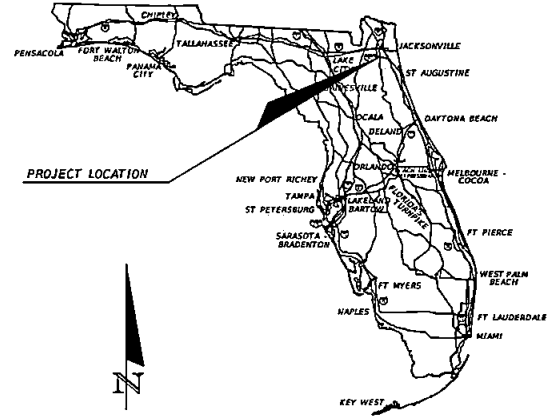
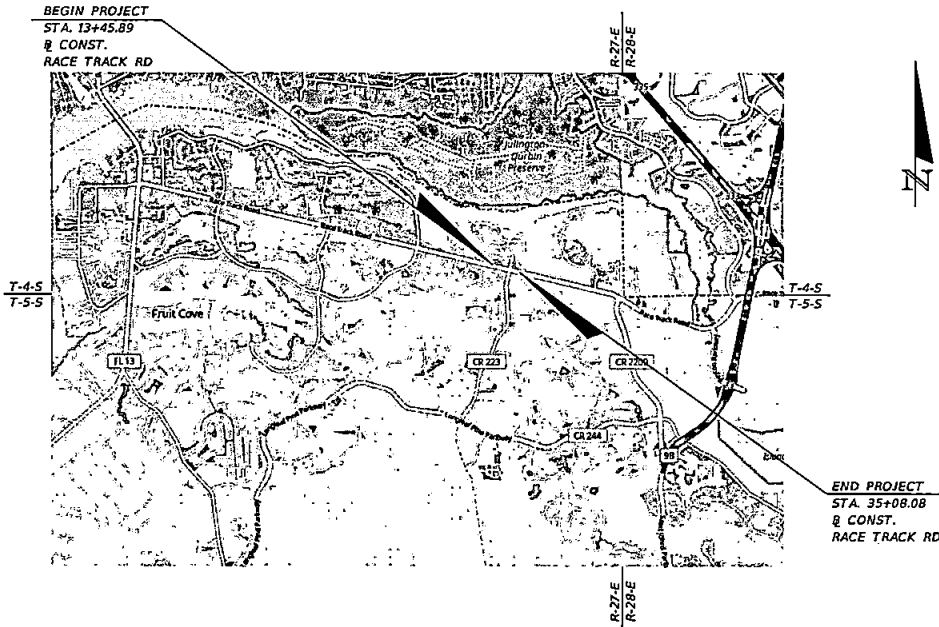
CONSTRUCTION PLANS

**CONTRACT PLANS COMPONENTS
ROADWAY PLANS**

**PROPOSED IMPROVEMENTS TO
RACE TRACK ROAD
RACE TRACK RD. AND VETERANS PKWY
ST. JOHNS COUNTY**

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL SECTION
4	PROJECT LAYOUT
5	PROJECT NOTES
6-8	PLAN SHEETS
9-10	GENERALIZED SOIL PROFILES
11-20	ROADWAY CROSS SECTIONS
21-23	STORMWATER POLLUTION PREVENTION PLAN
24-34	TEMPORARY TRAFFIC CONTROL PLANS
35-37	SIGNING & PAVEMENT MARKING PLANS
38-40	SIGNALIZATION PLANS



GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2019-2020 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fl.dot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

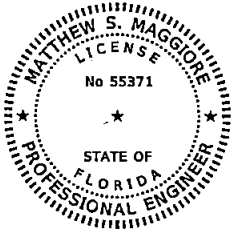
Florida Department of Transportation, 2019 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fl.dot.gov/programmanagement/implemented/SpecBooks>

**ROADWAY PLANS
ENGINEER OF RECORD:**

MATTHEW S. MAGGIORE, P.E.
P.E. LICENSE NUMBER 55371
ENGLAND-THIMS & MILLER
14775 OLD ST. AUGUSTINE RD.
JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION 00002584

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
		1

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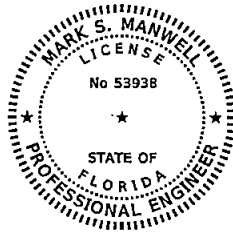
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ENGLAND-THIMS & MILLER, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258
CA - 00002584
MATTHEW S. MAGGIORE, P.E. NO. 55371

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL SECTION
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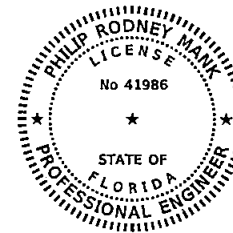
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ENGLAND-THIMS & MILLER, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258
CA - 00002584
MARK S. MANWELL, P.E. NO. 53938

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FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
38-40	SIGNALIZATION PLANS



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MESKEL & ASSOCIATES ENGINEERING
8936 WESTERN WAY, SUITE 12
JACKSONVILLE, FL 32256
PHILIP RODNEY MANK, P.E. NO. 41986

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
9-10	GENERALIZED SOIL PROFILES

ETM
VISION • EXPERIENCE • INTEGRITY
ENGLAND-THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 848-8488
FAX: (904) 848-8485
CA - 00002584 LG - 00002516

MATTHEW S. MAGGIORE, P.E.

Lic. No. NUMBER 55371



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

SIGNATURE SHEET

SHEET
NO.

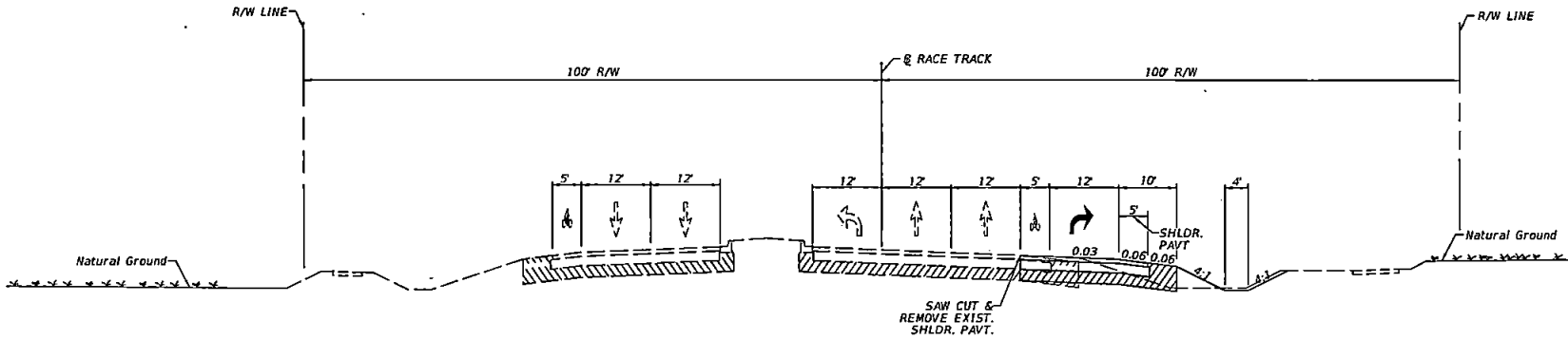
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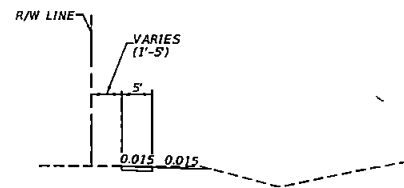
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TYPICAL SECTION
 RACE TRACK ROAD
 STA. 13+45.89 TO STA. 23+53.29



TYPICAL SECTION
 RACE TRACK ROAD
 STA. 24+99.24 TO STA. 35+08.08 LT

NEW CONSTRUCTION
 SP-9.5 ASPHALTIC CONCRETE WEARING SURFACE COURSE (1½")
 SP-12.5 ASPHALTIC CONCRETE STRUCTURAL COURSE (2")
 LIMEROCK BASE COURSE (10") (LBR 100/98% MAXIMUM DENSITY PER AASHTO T-180)
 STABILIZATION (12") (LBR 40/98% MAXIMUM DENSITY PER AASHTO T-180)
 STRUCTURAL NUMBER = 4.30

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

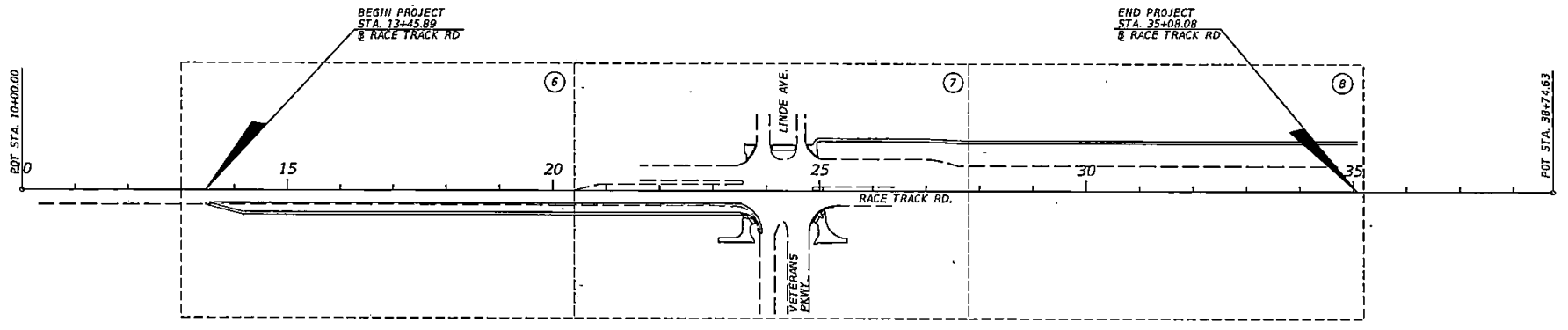
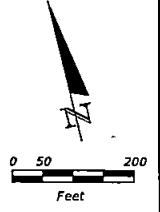
ETM
 ENGINEERING TECHNOLOGICAL MATHEMATICS
 MATTHEW S. MAGGIORE, P.E. LIC. NO. NUMBER 55371

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

TYPICAL SECTION

SHEET NO.
 3

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 VISION • EXPERIENCE • RESULTS
 MATTHEW S. MAGGIORE, P.E.
 Lic. No. A12488 53271



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

PROJECT LAYOUT

SHEET NO.
 4

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GENERAL NOTES AND CONSTRUCTION REQUIREMENTS:

- CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING STRUCTURES, IMPROVEMENTS, UTILITIES (BOTH OVERHEAD AND UNDERGROUND), PROPERTY LINES AND CONFIRM ALL PROPOSED DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION OR ORDERING ANY MATERIALS.
- EXISTING OVERHEAD ELECTRICAL LINES ARE LOCATED WITHIN PROJECT LIMITS. USE EXTREME CAUTION TO PROTECT MEN, MACHINERY AND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENTATION RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. RE-VEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED AS SOON AS POSSIBLE TO REDUCE THE POTENTIAL OF SOIL EROSION. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH PERMITS ISSUED FOR THE PROJECT INCLUDING ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, DEP WATER, DEP SEWER, NPDES, AND USACE.
- ALL DISTURBED AREAS SHALL BE SODDED, SEEDDED AND MULCHED OR LANDSCAPED IN ACCORDANCE WITH THE PLANS. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING GRASS AND PLANTINGS ON ALL DISTURBED AREAS. ALL SLOPES STEEPER THAN 3:1 SHALL BE STAKED SOD.
- ALL WORK SHALL BE COMPLETED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF OSHA SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES TO HIS EMPLOYEES AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS RESULTING FROM THIS JOB.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING HIS BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER OVERHEAD, SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED AND THE EQUIPMENT, LABOR AND MATERIAL REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE REQUIRED FOR THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION STAKING AND LAYOUT OF THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL/DISPOSAL OF ANY UNSUITABLE MATERIALS INCLUDING BUT NOT LIMITED TO DEBRIS SUCH AS BROKEN CONCRETE, ROOTS, TREES, MUCK, ETC. FROM HIS OPERATION AND FURNISHING AND COMPACTING SUITABLE REPLACEMENT BACKFILL MATERIAL.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ST. JOHNS LDC AND FLORIDA DEPT. OF TRANSPORTATION STANDARDS, DETAILS, AND SPECIFICATIONS UNLESS OTHERWISE NOTED. IN THE CASE OF WATER AND SEWER CONSTRUCTION, CONSTRUCTION SHALL BE IN ACCORDANCE WITH LATEST ST. JOHNS COUNTY STANDARDS, AS WELL AS APPLICABLE STATE AND LOCAL CODES. FIRE HYDRANTS SHALL MEET ST. JOHNS COUNTY REQUIREMENTS. THRUST RESTRAINT SHALL BE ACCOMPLISHED USING PIPE RESTRAINING DEVICES. THE RODS WITH THRUST BLOCKS SHALL NOT BE ALLOWED.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION FOR VERIFICATION AND LOCATION OF UTILITIES. PRIOR TO WORKING IN A COUNTY ROW OR EASEMENT, A COUNTY PERMIT IS REQUIRED.

UTILITIES:	UTILITY OWNER	TELEPHONE
ELECTRIC	JEA	(904) 665-6000
FIBER	AT&T	(904) 737-6169
	FPL FIBERNET	(305) 552-2931
CABLE	COMCAST	(904) 380-6423
WATER & SEWER	JEA	(904) 665-4543
GAS	TECO, INC.	(904) 443-7368

- ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.
- SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
- TACK COAT IS REQUIRED ON PRIMED BASES THAT HAVE BECOME DIRTY OR CANNOT BE CLEANED, OR WHERE THE PRIME COAT HAS CURED AND LOST ALL BONDING EFFECT. TACK COAT SHALL COMPLY WITH FOOT STANDARDS.
- B.M. DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-88).
- GRADES SHOWN ARE FINISHED GRADES.
- EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED.
- ALL MAIL BOXES SHALL BE MAINTAINED DURING CONSTRUCTION. MAILBOXES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
- ST JOHNS COUNTY ENGINEERING INSPECTOR SHALL BE NOTIFIED 24 HOURS PRIOR TO ALL NECESSARY SITE WORK INSPECTIONS AND 5 DAYS PRIOR TO THE FINAL INSPECTION.
- CONTRACTOR SHALL SECURE A STOCKPILE LOCATION. CONTRACTOR SHALL NOT STOCKPILE MATERIALS WITHIN THE ROADWAY RIGHT-OF-WAY.
- ALL BOX CULVERTS AND MAST ARM FOUNDATIONS MUST BE DESIGNED AND BUILT BY THE CONTRACTOR. ALL STRUCTURAL DRAWINGS MUST BE SIGNED AND SEALED BY A P.E. ALL DRAWINGS MUST BE SUBMITTED TO THE ENGINEER FOR REVIEW BEFORE CONSTRUCTION OF STRUCTURAL ITEMS BEGINS.
- ALL POND SLOPES SHALL BE SODDED FROM THE NORMAL WATER LEVEL TO THE LIMITS OF CONSTRUCTION.
- SUPERELEVATION SLOPE RATIOS AND SHOULDER CONSTRUCTION TO COMPLY WITH FDOT STANDARD PLANS 000-511.
- CONTRACTOR SHALL CONSTRUCT EMBANKMENT IN THE DRY WHENEVER NORMAL DEWATERING EQUIPMENT AND METHODS CAN ACCOMPLISH THE NEEDED DEWATERING. IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, CONTRACTOR SHALL PROVIDE NORMAL DEWATERING EQUIPMENT INCLUDING, BUT NOT LIMITED TO, SURFACE PUMPS, SUMP PUMPS AND TRENCHING/DIGGING MACHINERY. PROVIDE NORMAL DEWATERING METHODS INCLUDING, BUT NOT LIMITED TO, CONSTRUCTING SHALLOW SURFACE DRAINAGE TRENCHES/DITCHES, USING SAND BLANKETS, SUMPS AND SIPHONS. WHEN NORMAL DEWATERING DOES NOT ADEQUATELY REMOVE THE WATER, THE ENGINEER MAY REQUIRE THE EMBANKMENT MATERIAL TO BE PLACED IN THE WATER OR IN LOW SWAMPY GROUND IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, WHERE DEPOSITING THE MATERIAL IN WATER, OR IN LOW SWAMPY GROUND THAT WILL NOT SUPPORT THE WEIGHT OF HAULING EQUIPMENT. CONSTRUCT THE EMBANKMENT BY DUMPING SUCCESSIVE LOADS IN A UNIFORMLY DISTRIBUTED LAYER OF A THICKNESS NOT GREATER THAN NECESSARY TO SUPPORT THE HAULING EQUIPMENT WHILE PLACING SUBSEQUENT LAYERS. ONCE SUFFICIENT MATERIAL HAS BEEN PLACED SO THAT THE HAULING EQUIPMENT CAN BE SUPPORTED, CONSTRUCT THE REMAINING PORTION OF THE EMBANKMENT IN LAYERS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE FDOT STANDARD SPECIFICATIONS.
- ALL DRIVEWAY TURNOUTS SHALL COMPLY WITH FDOT INDEXES 515 AND 516 AND WITH ST. JOHNS COUNTY LAND DEVELOPMENT CODE (SJC LDC). THE MAXIMUM GRADE CHANGE WITHOUT A VERTICAL CURVE IS THREE PERCENT (3%) ASSE THE SJC LDC FIGURE 6.03. THE MINIMUM LENGTH FOR VERTICAL CURVES ON ROADWAY AND DRIVEWAY CONNECTIONS AND TURNOUTS IS TEN FEET (10').

- ALL DRAINAGE PIPES INSTALLED WITHIN ROADWAY RIGHT-OF-WAYS/EASEMENTS (PUBLIC OR PRIVATE) SHALL BE TELEVIEWED BY A COMPANY OR INDIVIDUAL CERTIFIED TO PERFORM SUCH WORK PER LDC 6.04.07.L.5.g THIS REQUIREMENT MAY ONLY BE WAIVED ON COMMERCIAL SITES IF THE ENGINEER OF RECORD CERTIFIES BY LETTER THAT THE SITE DOES NOT RECEIVE ANY RUNOFF FROM ST. JOHNS COUNTY RIGHT-OF-WAYS. IF THERE IS ANY CONNECTION OR RELATIONSHIP BETWEEN THE PROJECT SITE AND A COUNTY OWNED OR MAINTAINED DITCH, POND OR STRUCTURE, IT SHALL BE REQUIRED THIS TELEVIEWING OF THE DRAINAGE LINE SHALL BE DONE IN COLOR AND SHALL BE OF SUCH QUALITY AS TO VISUALLY IDENTIFY THE PROPER CONSTRUCTION OF ALL JOINTS AND PIPE ALIGNMENT. A VIDEO TAPE SHALL BE PROVIDED TO THE COUNTY UPON COMPLETION. THE TELEVIEWING OF THE DRAINAGE LINES SHALL BE PERFORMED AFTER THE PLACEMENT OF THE BASE MATERIAL AND PRIOR TO THE FINAL WEARING SURFACE OF THE ROADWAY. THE APPROVAL BY THE COUNTY OF THE TELEVIEWING SHALL BE REQUIRED PRIOR TO THE PLACEMENT OF THE FINAL WEARING SURFACE OF THE ROADWAY. TELEVIEWED RECORD SHALL BE REVIEWED AND CERTIFIED BY THE ENGINEER OF RECORD (EOR).
- THE CONTRACTOR SHALL CONTRACT WITH AN INDEPENDENT TESTING LABORATORY TO PERFORM MATERIAL TESTING AND SOIL TESTING IN ACCORDANCE WITH COUNTY REQUIREMENTS.

DEMOLITION REQUIREMENTS:

- ALL CONSTRUCTION/DEMOLITION AND DISPOSAL TO BE IN ACCORDANCE WITH APPLICABLE CODES AND ENVIRONMENTAL RULES AND REGULATIONS.

SIDEWALKS, PAVING:

- CONCRETE SIDEWALKS SHALL BE MINIMUM 4" THICK, 3000 PSI CONCRETE. CONSTRUCTION JOINTS AT 20 FEET, TOOLED JOINTS AT 5 FEET, TOOLED EDGES, BROOM FINISH, AT HANDICAPPED RAMPS, DETECTABLE SURFACE AND DETAIL REQUIRED PER FDOT STANDARD PLANS 522-002.
- CONTRACTOR SHOULD MAKE ALLOWANCE FOR SOD DURING GRADING OPERATIONS. SIDEWALKS SHALL NOT BE LOWER THAN SURROUNDING SODDED AREAS.
- ALL MANHOLES, VALVE BOXES, CLEANOUTS, AND OTHER ACCESS FACILITIES MUST BE AT FINISHED ELEVATIONS IN PAVING, SIDEWALKS AND GRASSED AREAS.
- PAVEMENTS TO BE MARKED AS SHOWN AND IN ACCORDANCE WITH DETAILS REFERENCED. PAVEMENT MARKINGS SHALL BE EXTRUDED THERMOPLASTIC WITH REFLECTIVE MARKERS IN ACCORDANCE WITH FDOT STANDARDS.
- ALL DETECTABLE WARNING SURFACES FOR SIDEWALK AT CURB CUT HANDICAP RAMPS SHALL BE A ST. JOHNS COUNTY APPROVED YELLOW COLORED COMPOSITE MATERIAL ANCHORED IN THE CONCRETE SIDEWALK RAMP. ANCHORED COMPOSITE WARNING AREA INSERTS ARE TO BE COLORED "SAFETY YELLOW", AND SET INTO THE CONCRETE FLUSH WITH THE CONCRETE SURFACE ALONG ALL FOUR SIDES. DESIGN DIMENSIONS OF DETECTABLE WARNING AREA SHALL CONFORM TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX 522-002, SHEETS 1 THROUGH 8, AND 28 CODE OF FEDERAL REGULATIONS (CFR) PART 36, APPENDIX A LATEST REVISION AS WELL AS APPLICABLE COUNTY REQUIREMENTS, LDC SECTION 6.04.02.C.
- THE DETECTABLE WARNING SURFACE SHALL BE CAST IN PLACE AND HAVE A STANDARD COLOR OF YELLOW. ANY TYPE OF ADHESIVE OR GLUE DOWN MATS, STAMPED CONCRETE OR ANY VARIATION OTHER THAN WHAT IS SPECIFIED BELOW WILL NOT BE ACCEPTED BY ST. JOHNS COUNTY.

ACCEPTABLE PRODUCTS:

CAST IN PLACE COMPOSITE TACTILE BY ADA SOLUTIONS, INC.
6789 PHILIPS INDUSTRIAL BLVD.
JACKSONVILLE, FL 32256
904-268-7511, 800-729-3849 (TOLL FREE), 904-268-3133 (FAX)

ARMORCAST PRODUCTS COMPANY
13230 SATCOT STREET
NORTH HOLLYWOOD, CA 91605
818-982-7742, 818-982-3600 (FAX)

DETECTABLE WARNING SYSTEMS
8081 PHILIPS HIGHWAY # 22
JACKSONVILLE, FL 32256
WWW.DETECTABLE-WARNING.COM
866-999-7452

DRAINAGE:

- DRAINAGE PIPE 18" AND GREATER SHALL BE METAL REINFORCED CONCRETE PIPE, WALL B. CONCRETE PIPE TO HAVE ALL JOINTS WRAPPED WITH FILTER FABRIC IN ACCORDANCE WITH FDOT STANDARD PLANS 430-001, UNLESS OTHERWISE APPROVED BY THE COUNTY, THE ENGINEER AND THE OWNER.
- UPON COMPLETION OF ALL CONSTRUCTION AND AFTER ALL LANDSCAPING, PLANTING, AND ALL SITE WORK IS COMPLETED, THE PROJECT SITE SHALL BE LEFT CLEAN. UPON COMPLETION THE PONDS SHALL BE PUMPED DOWN IF REQUIRED BY THE COUNTY AND ALL STORM DRAIN LINES WILL BE LANDED TO CHECK PIPE AND INLETS IN THE PRESENCE OF THE ENGINEER. DIRTY LINES AS DETERMINED BY THE ENGINEER SHALL BE CLEANED AS REQUIRED.

***AS-BUILT* DRAWING REQUIREMENTS:**

- "AS-BUILT" DRAWINGS WILL BE REQUIRED FROM THE CONTRACTOR. ALL DIMENSIONS MUST BE PARALLEL TO OR PERPENDICULAR TO PROPERTY LINES, BUILDINGS, OR OTHER PERMANENT STRUCTURES. AFTER REVIEWS AND APPROVAL BY THE ENGINEER, FINAL "AS-BUILT" DRAWINGS SHALL BE PROVIDED ON REPRODUCIBLE MYLAR. TWO FINAL COPIES. "AS-BUILT" DRAWING SHALL ALSO BE PROVIDED IN AUTOCAD FORMAT VERSION 12 OR LATER. "AS-BUILT" DRAWINGS SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.
- PROVIDE THE FOLLOWING "AS-BUILT" INFORMATION:

DRAINAGE SYSTEMS:

LOCATE ALL DRAINAGE STRUCTURES IN TWO DIRECTIONS; INDICATE ELEVATION OF TOP, GRATE, THROAT, WEIR, ORIFICE, AND PIPE INVERTS FOR ALL STRUCTURES; INDICATE PIPE SIZES AND TYPE, SIZE OF THROATS, WEIRS, ORIFICES, AND OTHER SPECIAL STRUCTURE FEATURES. LOCATE CLEANOUTS WITH INDICATED ELEVATIONS. OBTAIN SUFFICIENT ELEVATIONS ON PAVEMENT, CURB AND GUTTER, GRASS AREAS, AND SIDEWALKS TO SHOW POSITIVE DRAINAGE IN CONFORMANCE WITH PLANS.

STORM WATER LAKES:

LAKES SHALL BE CROSS SECTIONED A MINIMUM OF 50 FOOT INTERVALS WITH SUFFICIENT INFORMATION INDICATED TO SHOW COMPLIANCE WITH REQUIREMENTS OF ST. JOHNS COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

- "AS-BUILT" DRAWINGS SHALL ALSO COMPLY WITH ANY ADDITIONAL REQUIREMENTS SET BY THE JEA.

- SUBMITTAL OF AS-BUILT SITE SURVEY, INCLUDING BENCHMARKS, IS REQUIRED IN COMPLIANCE WITH SECTION 6.04.00 OF THE ST. JOHNS COUNTY LAND DEVELOPMENT REVIEW MANUAL PRIOR TO SCHEDULING A FINAL INSPECTION BY THE ENGINEERING DEPARTMENT AND FIRE MARSHALL.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



ETM
EXPERIENCE • INTEGRITY • INNOVATION

Matthew S. Maggione, P.E.
Lic. No. NUMBER 5371



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

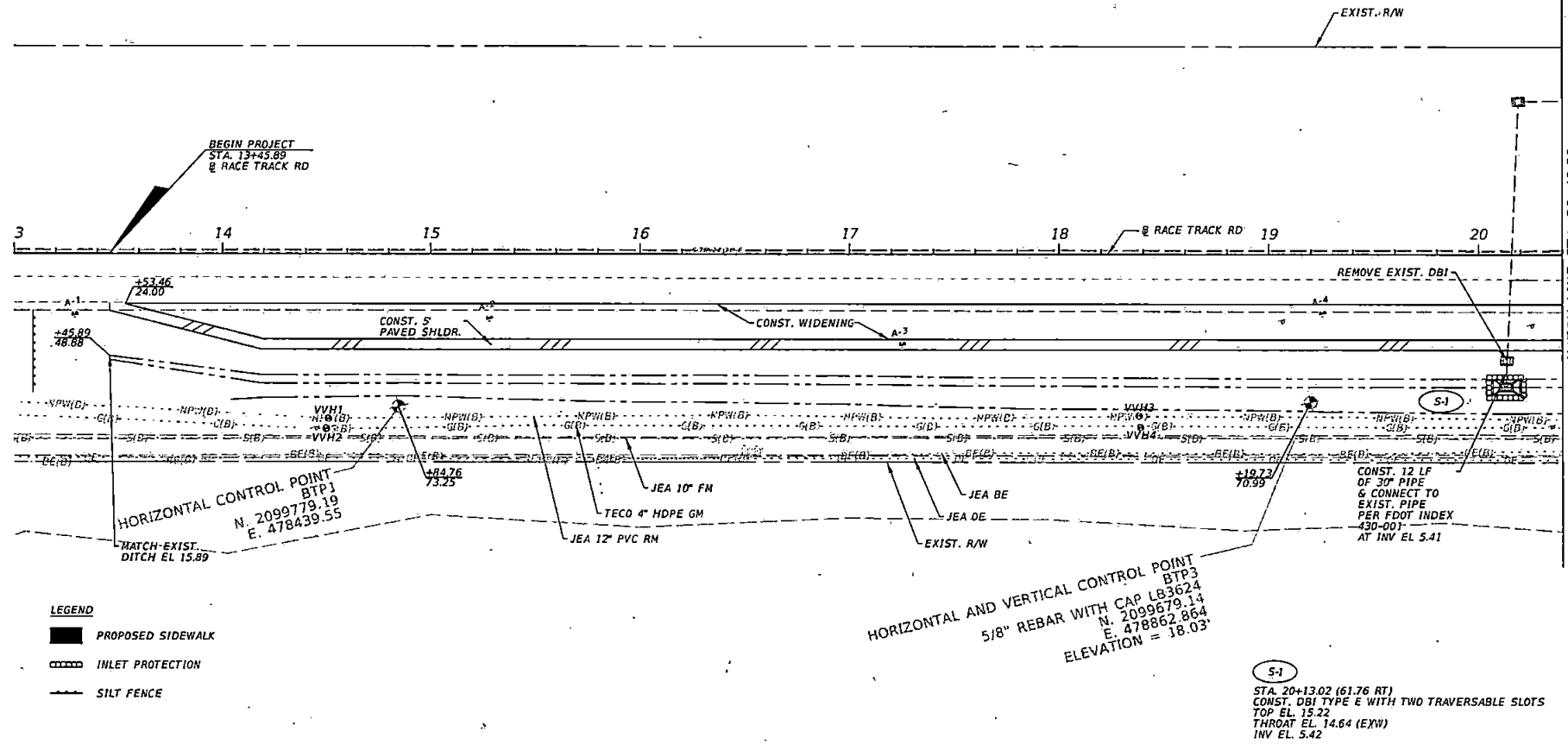
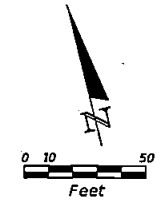
PROJECT NOTES

SHEET NO.
5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.009, F.A.C.

SUMMARY OF VERIFIED UTILITIES

Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIAL	R and/or C			EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
				STATION	OFFSET	LT/RT			
1	RECLAIMED WATER (JEA)	12"	PVC	14+50.87	79.08	RT	17.92	14.83	
2	GAS MAIN (TECO)	4"	HDPE	14+49.82	83.92	RT	18.17	14.57	
3	RECLAIMED WATER (JEA)	12"	PVC	18+37.92	77.50	RT	18.29	15.14	
4	GAS MAIN (TECO)	4"	HDPE	18+38.62	93.04	RT	18.36	15.41	
5	RECLAIMED WATER (JEA)	12"	PVC	23+03.62	76.78	RT	18.66	15.46	
6	GAS MAIN (TECO)	4"	HDPE	23+03.78	82.29	RT	19.12	16.06	
7	UNABLE TO LOCATE UTILITY			25+24.77	47.40	RT			DEPTH REACHED 8.00'±
8	RECLAIM/REUSE MAIN (JEA)	4"-6"	PVC	25+24.24	44.08	RT	16.18	11.04	



- LEGEND**
- PROPOSED SIDEWALK
 - INLET PROTECTION
 - SILT FENCE

HORIZONTAL AND VERTICAL CONTROL POINT
 BTP3
 N. 2099679.14
 E. 478862.864
 ELEVATION = 18.03'

S-1
 STA. 20+13.02 (61.76 RT)
 CONST. DBI TYPE E WITH TWO TRAVERSABLE SLOTS
 TOP EL. 15.22
 THROAT EL. 14.64 (EXW)
 INV. EL. 5.42

MATCH LINE STA. 20+40.00

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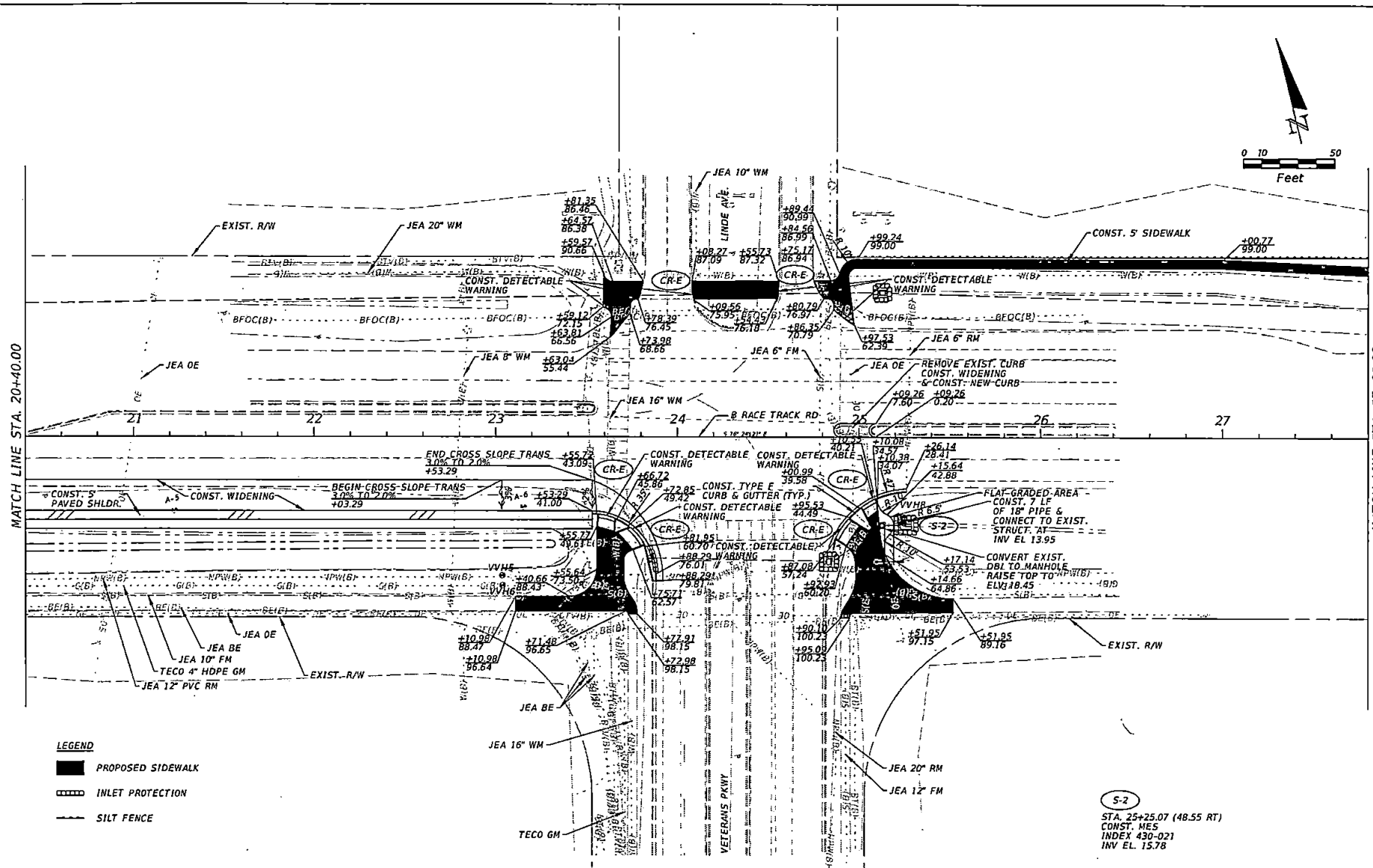
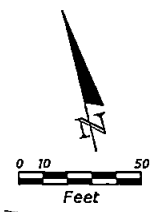
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 VISION • EXPERIENCE • RESULTS
 Matthew S. Maggioro, P.E.
 Lic. No. 55371

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

PLAN SHEET

SHEET NO.
6



MATCH LINE STA. 20+40.00

MATCH LINE STA. 27+80.00

LEGEND

- PROPOSED SIDEWALK
- INLET PROTECTION
- SILT FENCE

S-2
 STA. 25+25.07 (48.55 RT)
 CONST. MES
 INDEX 430-021
 INV EL. 15.78

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

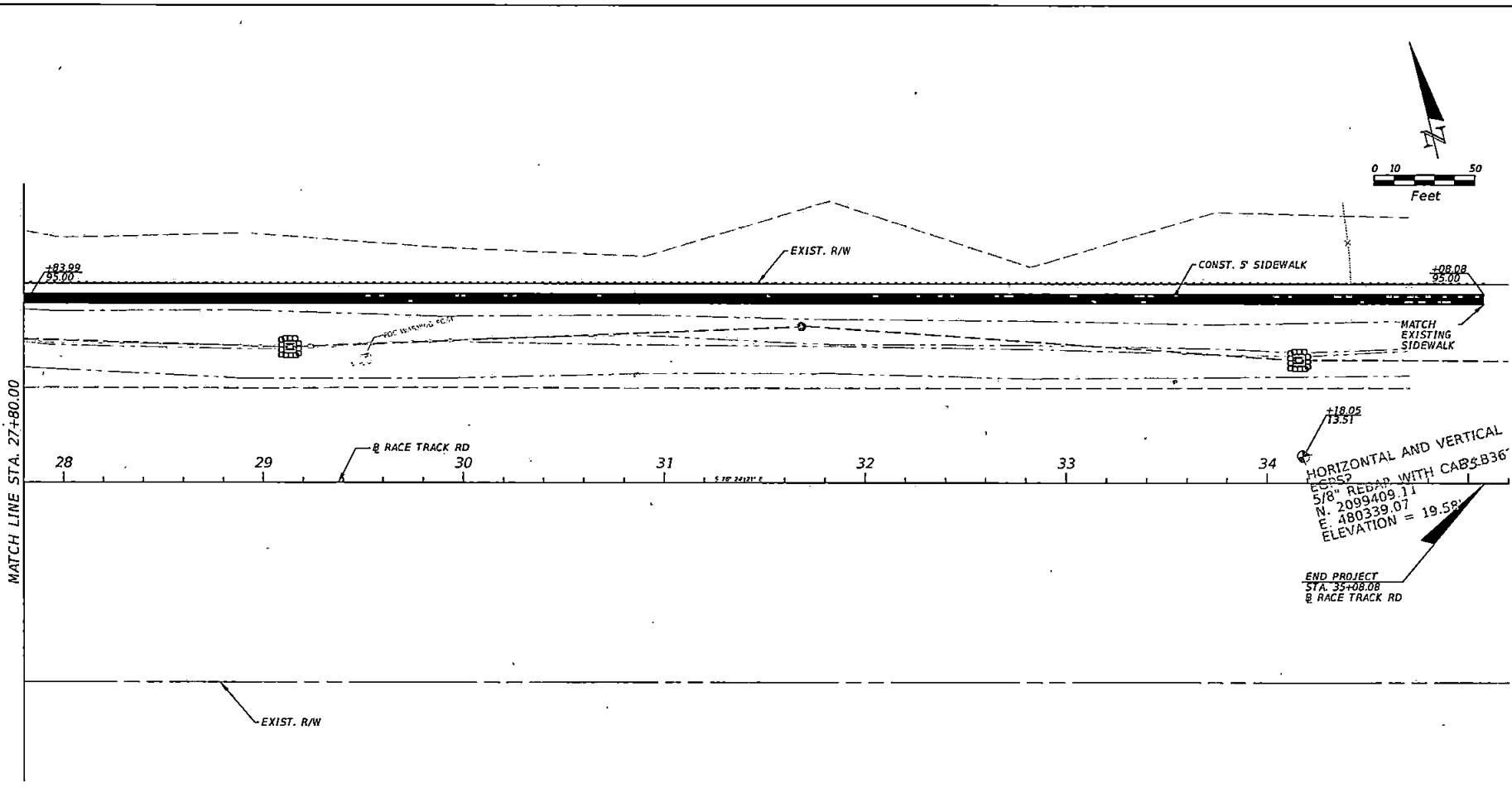
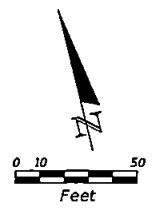
ETM
 ENGINEERING TECHNOLOGICAL MANAGEMENT
 1177 Old St. Augustine Road
 Jacksonville, FL 32218
 TEL: (904) 641-8888
 FAX: (904) 641-8443
 CA - 0000234 LC - 0000516
 MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 55371

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

PLAN SHEET

SHEET NO.
 7

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- LEGEND**
- PROPOSED SIDEWALK
 - INLET PROTECTION
 - SILT FENCE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 ENGINEERING TECHNOLOGIES & TRANSPORTATION, INC.
 4475 GOLF DR., JACKSONVILLE, FL 32218
 TEL: (904) 646-4185
 FAX: (904) 646-4185
 CA - 00002384 LG - 00003110

MATTHEW S. MAGGIORE, P.E. LIC. NO. NUMBER 55371



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

PLAN SHEET

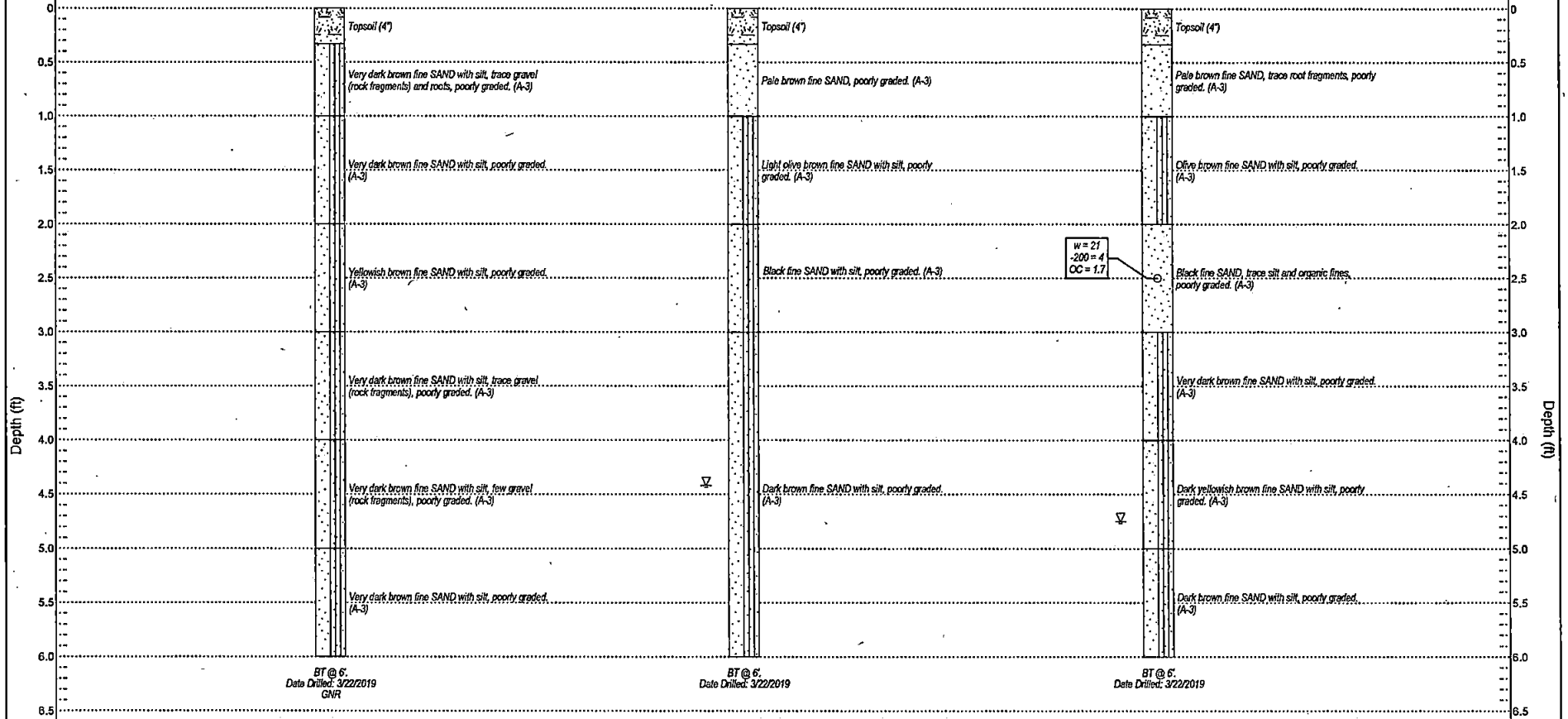
SHEET NO.
 8

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A-4
 Latitude: 30° 6'29.58"N
 Longitude: 81°33'38.49"W
 Boring Located 12' South of Pavement Edge.

A-5
 Latitude: 30° 6'29.01"N
 Longitude: 81°33'36.34"W
 Boring Located 10' South of Pavement Edge.

A-6
 Latitude: 30° 6'28.59"N
 Longitude: 81°33'34.20"W
 Boring Located 10' South of Pavement Edge.



BT @ 6'
 Date Drilled: 3/22/2019
 GNR

BT @ 6'
 Date Drilled: 3/22/2019

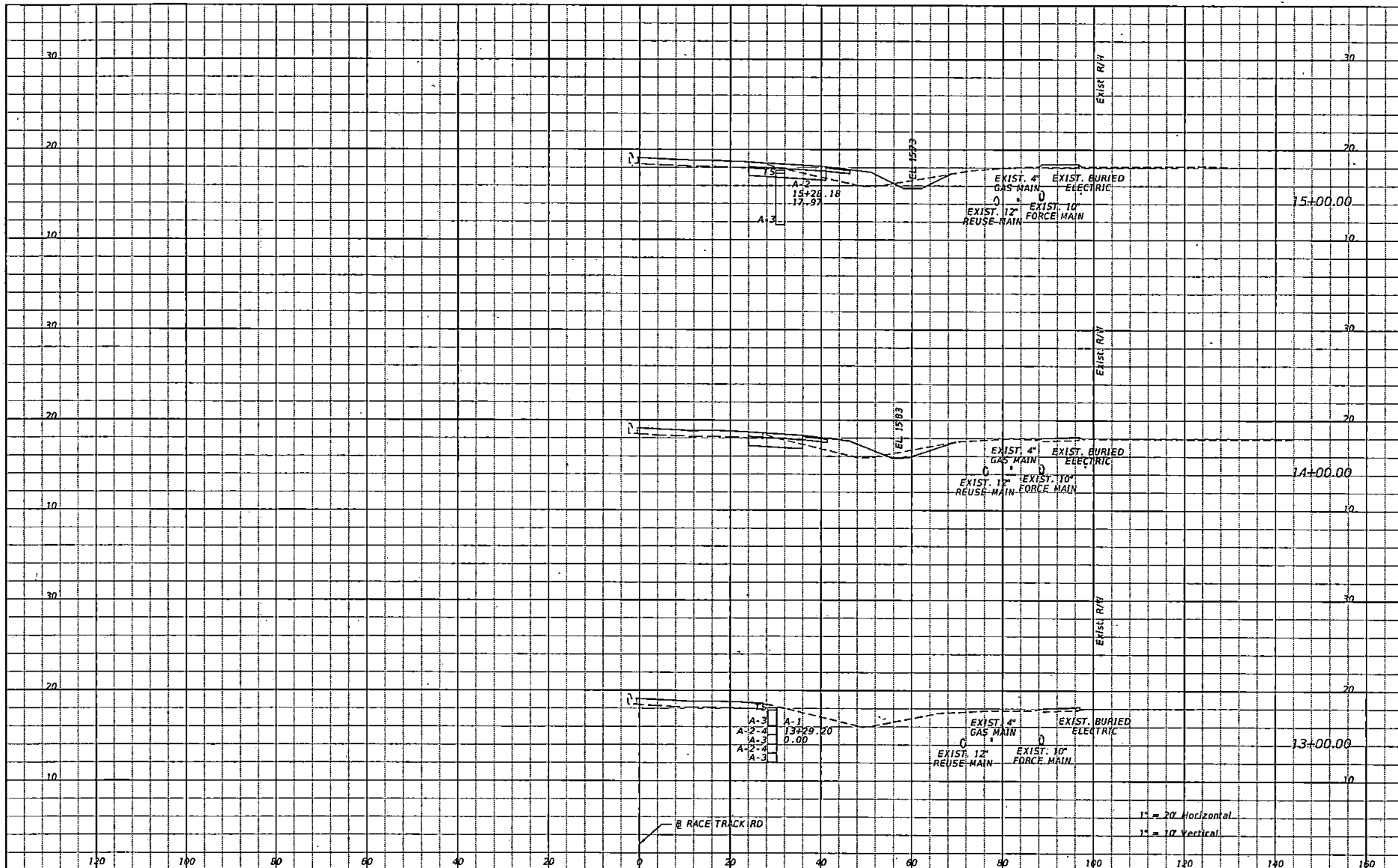
BT @ 6'
 Date Drilled: 3/22/2019

Legend

- Topsoil
- Fine Sand with Silt
- Fine Sand
- (A-3) AASHTO Soil Classification System
- ∇ Depth to Groundwater at Time of Drilling
- w Natural Moisture Content (%)
- OC Organic Content (%)
- BT Boring Terminated at Depth Below Existing Grade
- 200 % Passing No. 200 U.S. Standard Sieve
- GNR Stabilized groundwater level not observed at time of drilling, depth not recorded.

REVISIONS						P. RODNEY HANK, P.E. P.E. NO: 41986 Moskal & Associates Engineering FL Certificate of Authorization No. 28142 8836 Westchase Way, Suite 112, Jacksonville, FL 32226	England-Thims & Miller, Inc.		SHEET TITLE Generalized Soil Profiles	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		DATE	MAE PROJECT NO.	PROJECT NAME	FIGURE NO.
						4/2/2019	0006-0031	Race Track Road & Veterans Parkway Turn Lane St Johns County, Florida	10	

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DATE	DESCRIPTION	DATE	DESCRIPTION

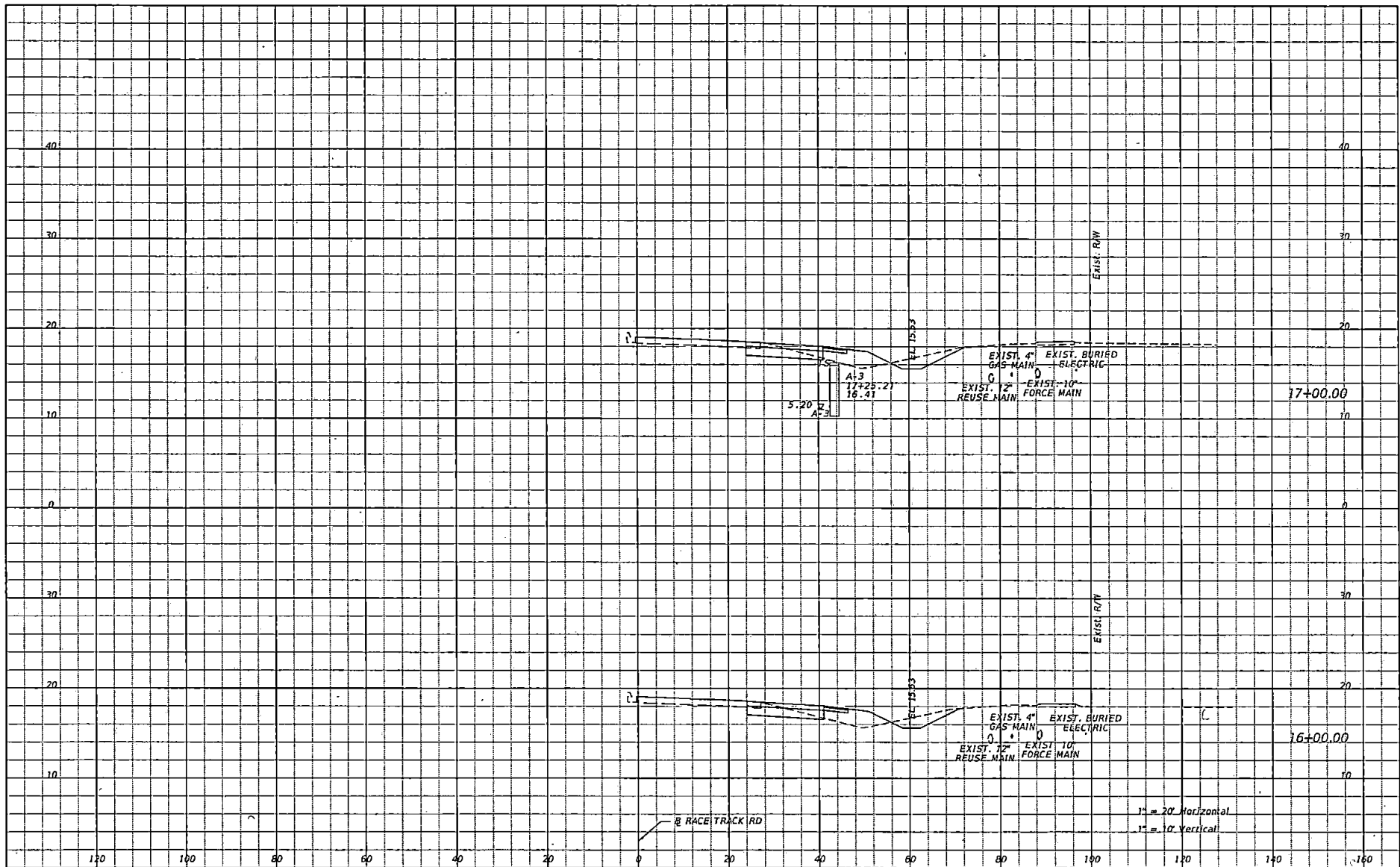
ETM Engineering, Planning & Survey, Inc.
 14779 Old St. Augustine Road
 Jacksonville, FL 32226
 TEL: (904) 843-2963
 FAX: (904) 843-6443
 CA - 00002584 LC - 00000118
 MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 55371

ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET
 NO.
11

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DATE	DESCRIPTION

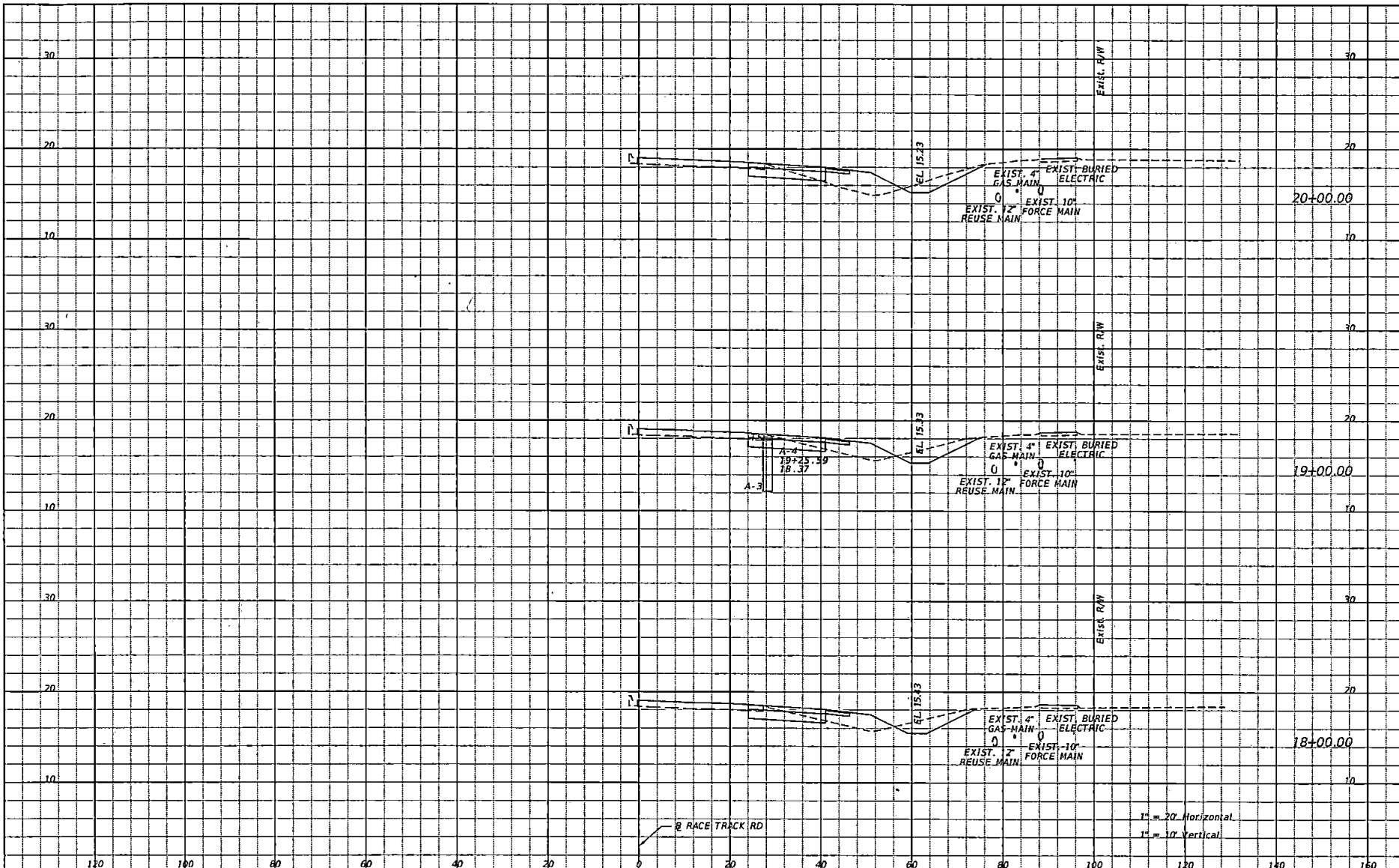
ETM Engineering • Planning • Construction • Maintenance
 MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 53371

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET NO. 12

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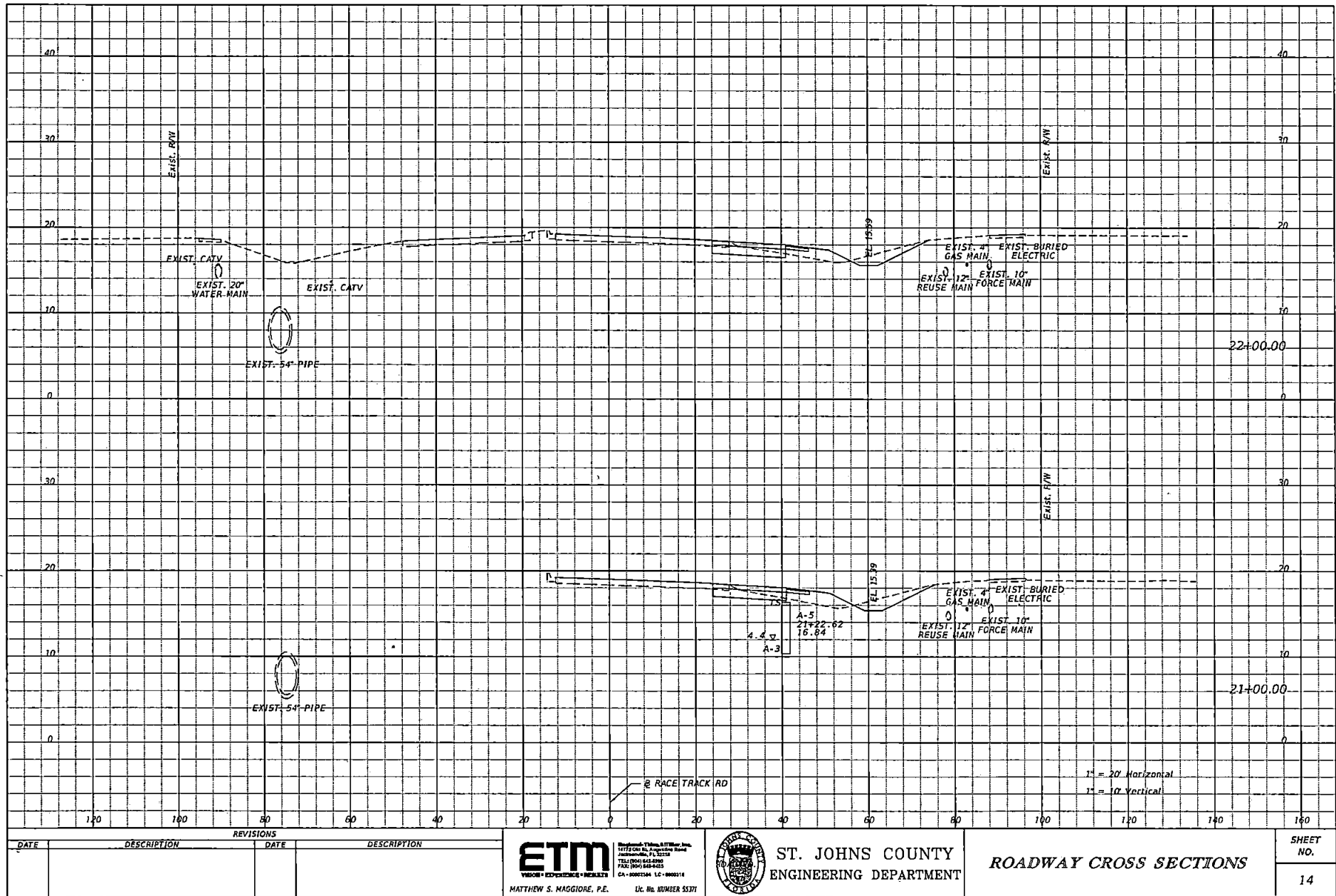
REVISIONS	
DATE	DESCRIPTION

ETM
Engineering, Technical, and Surveying
INCORPORATED
MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 53771

ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET NO.
13



ETM
VISION • EXPERIENCE • INTEGRITY
MATTHEW S. MAGGIORE, P.E.
Lic. No. NUMBER 55371



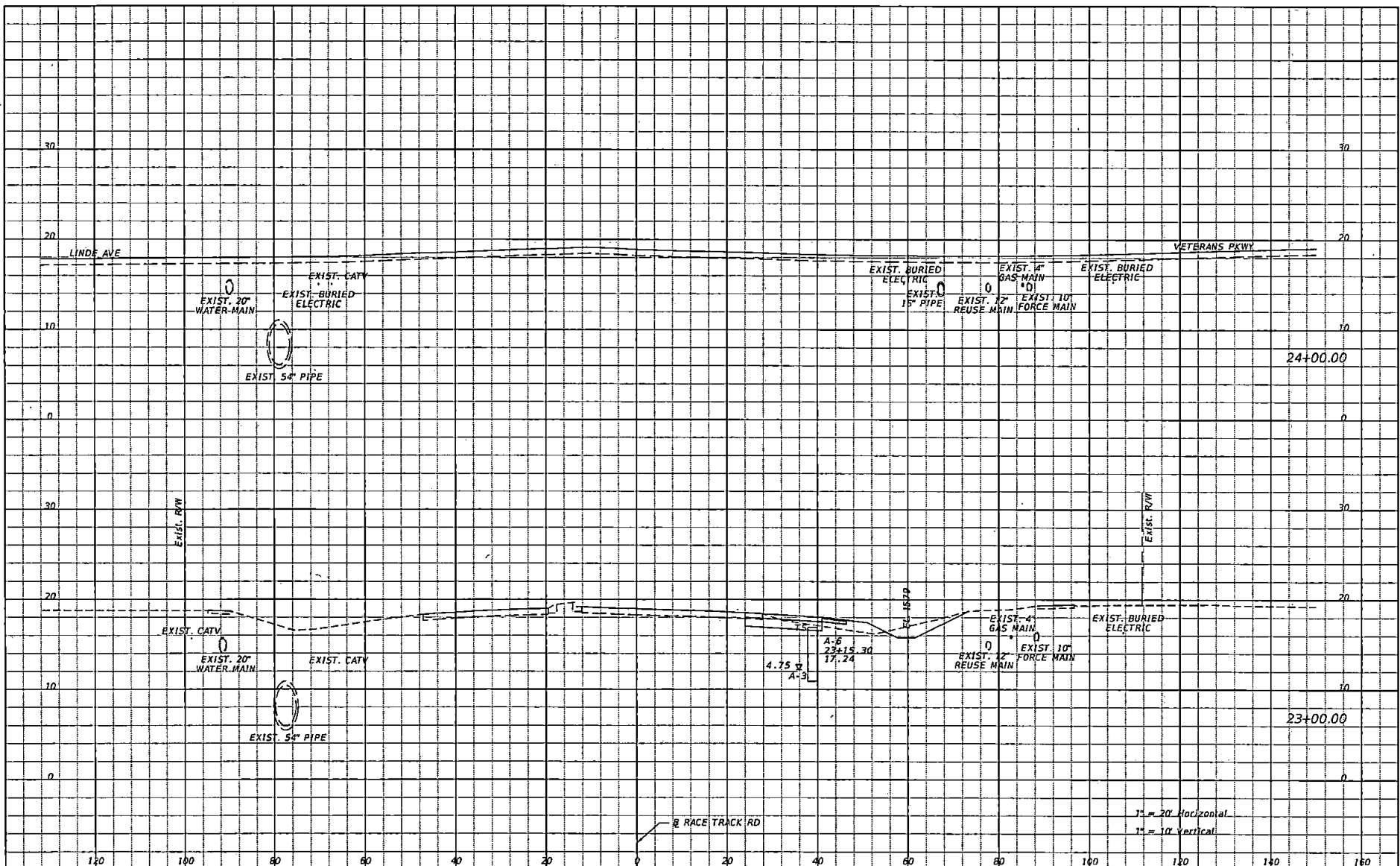
ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET NO.
14

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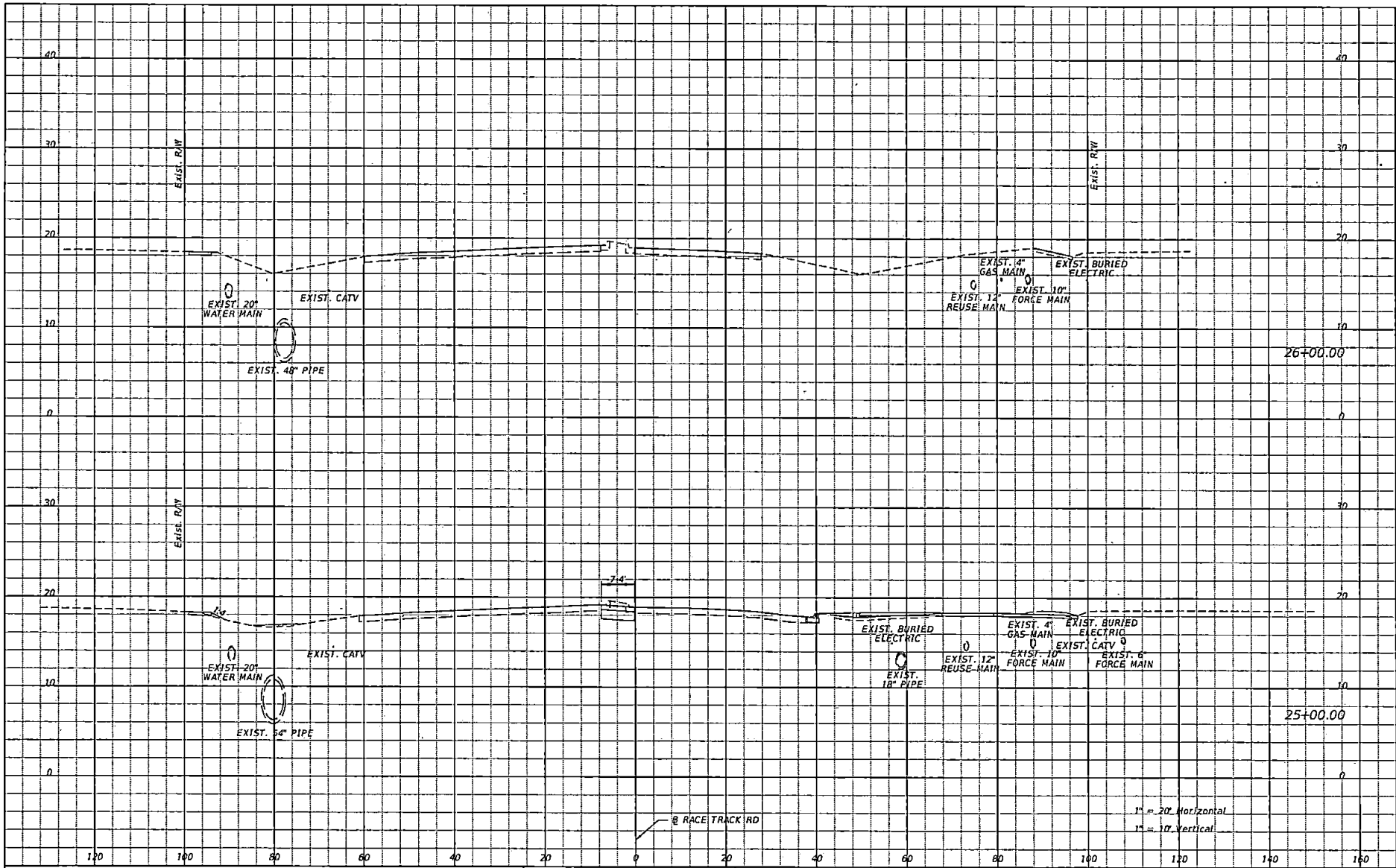
REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 Matthew S. Maggiore, P.E.
 Lic. No. Number 55371

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET NO.
15



REVISIONS	
DATE	DESCRIPTION

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 ENGINEERING • DESIGN • SURVEYING
 MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 53371

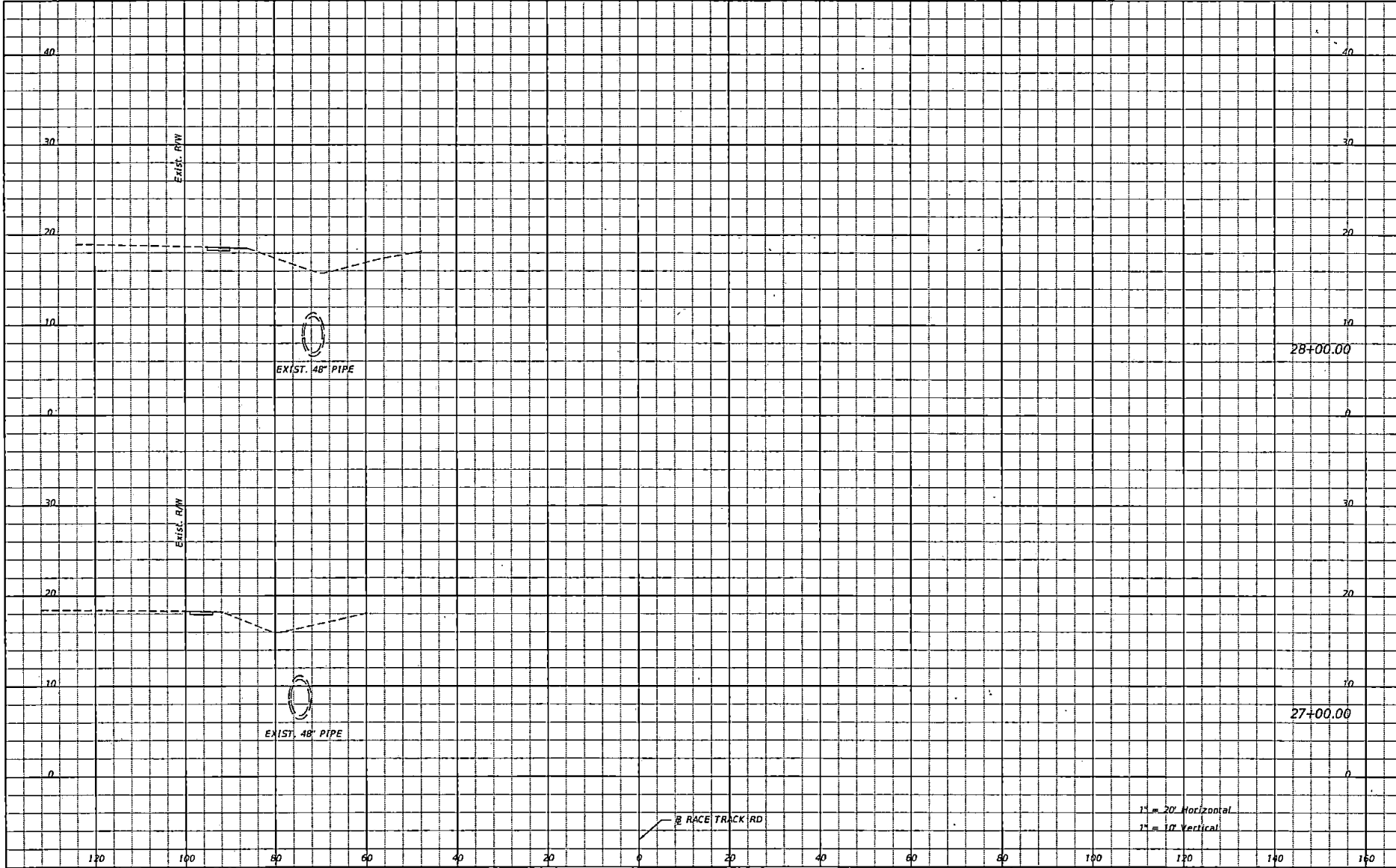
ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET NO. 16

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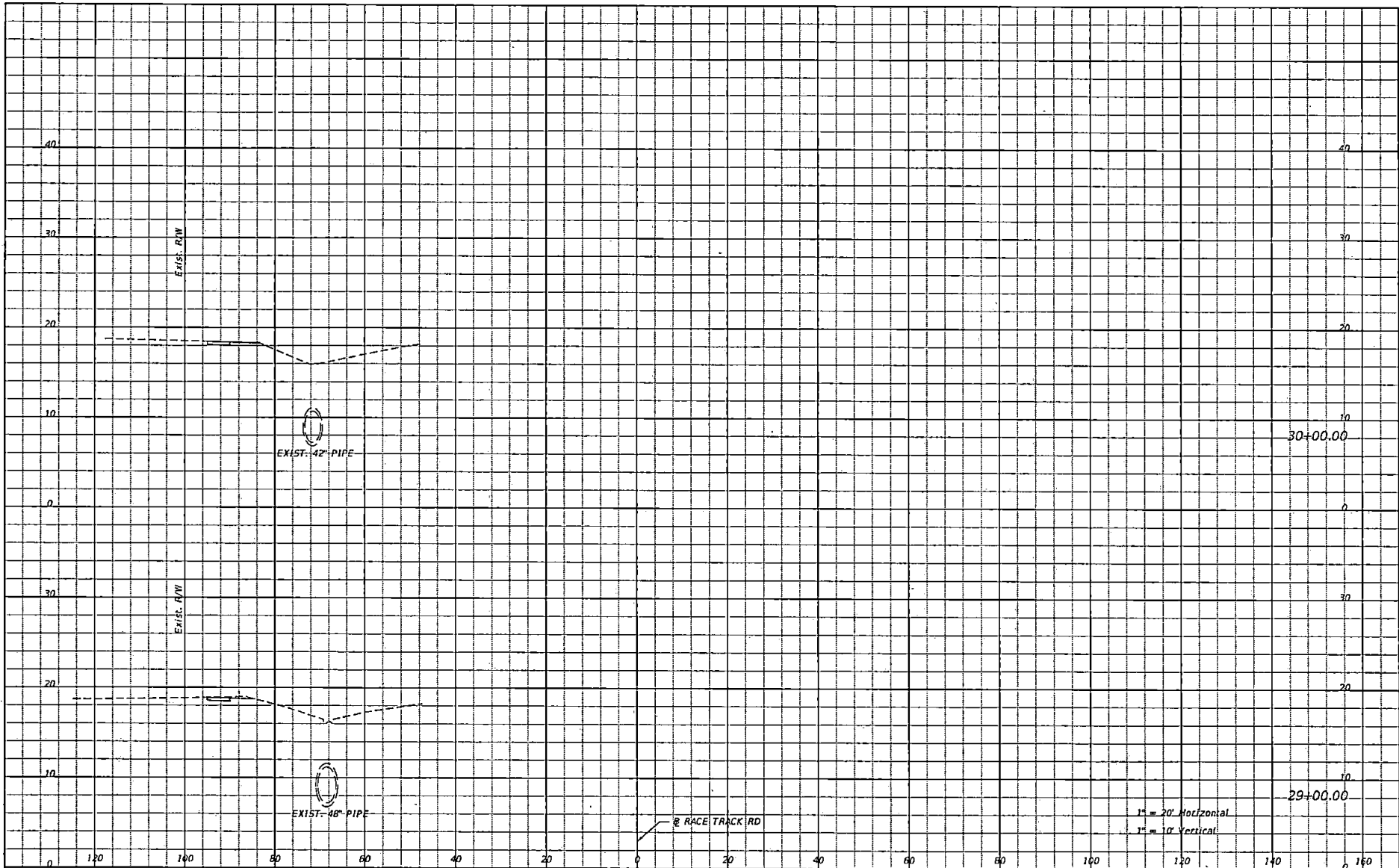
REVISIONS	
DATE	DESCRIPTION

ETM
ENGINEERING & TRANSPORTATION
MATTHEW S. MAGGIORE, P.E. LIC. NO. NUMBER 55371

ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET NO.
17



REVISIONS	
DATE	DESCRIPTION

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 VISION • EXPERIENCE • INTEGRITY
 MATTHEW S. MAGGIORE, P.E.
 Lic. No. NUMBER 53371

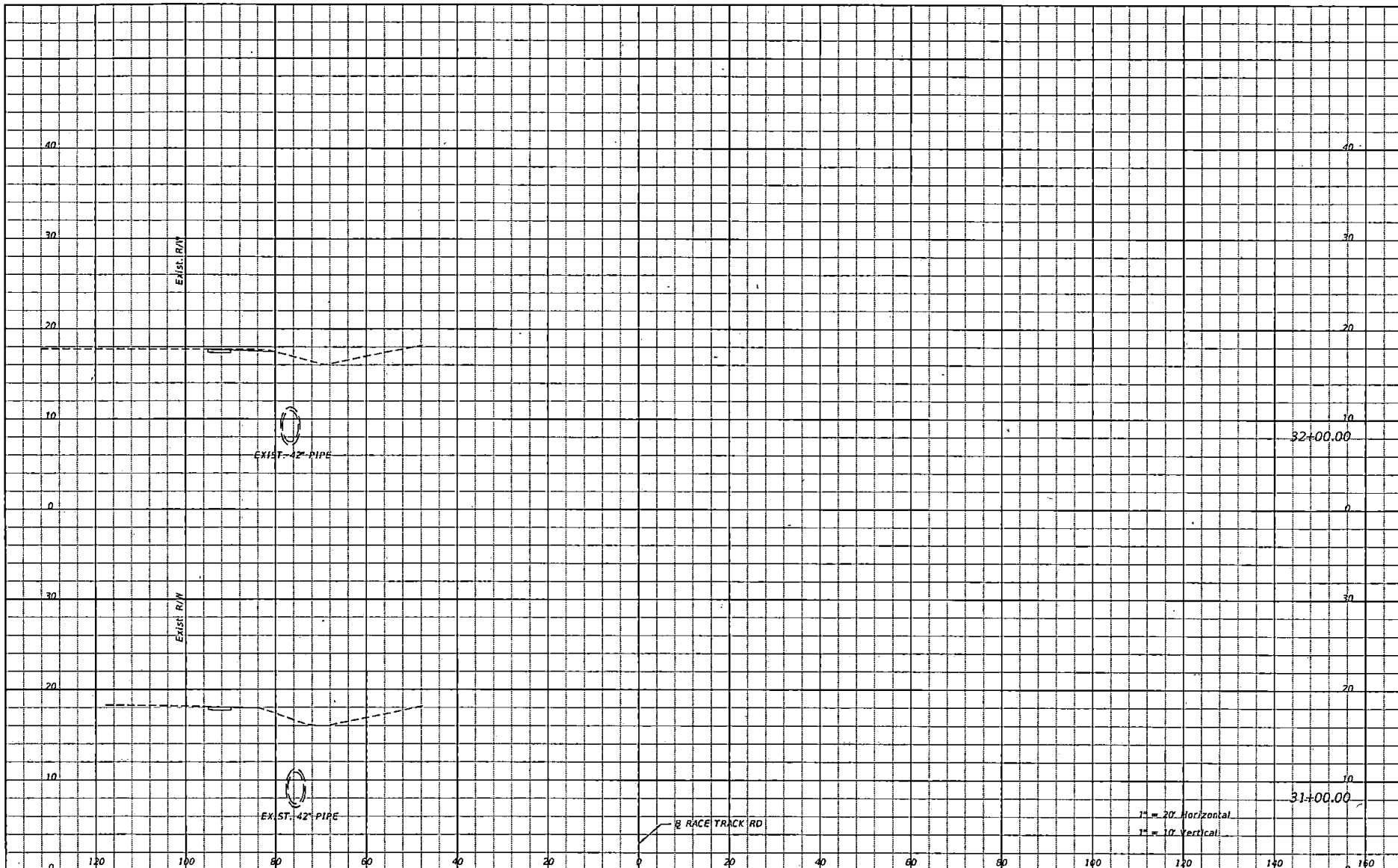
ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET NO.
 18

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1" = 20' Horizontal
1" = 10' Vertical

REVISIONS	
DATE	DESCRIPTION

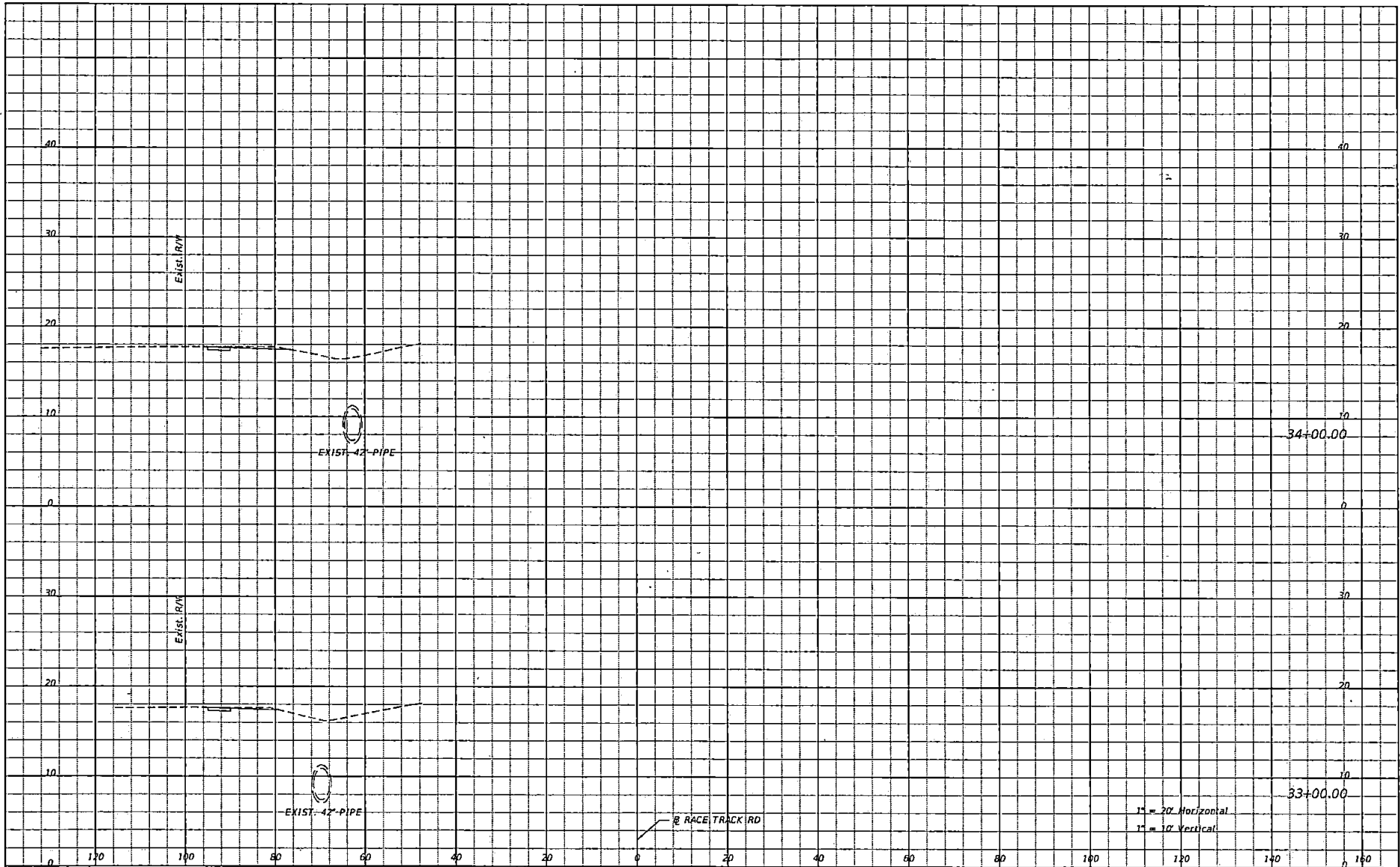
ETM Engineering & Technical Management
 14775 Col. St. Jacksonville Road
 Jacksonville, FL 32218
 TEL: (904) 842-8980
 FAX: (904) 842-8980
 CA - 0002584 LC - 0000310
MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 53371



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET NO.
19



1" = 20' Horizontal
1" = 10' Vertical

REVISIONS	
DATE	DESCRIPTION

ETM
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 MATTHEW S. MAGGIORE, P.E.
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ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

ROADWAY CROSS SECTIONS

SHEET NO.
20

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STORM WATER POLLUTION PREVENTION PLAN

Table with 4 columns: OWNER'S REQUIREMENTS, CONTRACTOR'S REQUIREMENTS, and two columns for REVISIONS (DATE, DESCRIPTION). The table contains detailed technical specifications for storm water pollution prevention, including erosion control, sediment control, and spill prevention measures.

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Professional seals and logos for Matthew S. Maggioro, P.E. (EIM logo) and St. Johns County Engineering Department. Includes project title 'STORMWATER POLLUTION PREVENTION PLAN' and sheet number '21'.

DATE	DESCRIPTION
REVISIONS	DESCRIPTION
DATE	DESCRIPTION

ETM
 Environmental Technology & Management
 1000 North Street
 Suite 100
 Raleigh, NC 27601
 (919) 879-8888
 (919) 879-8899
 FAX: (919) 879-8899
 E-MAIL: info@etm.com
 WWW: www.etm.com

**ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT**

**STORMWATER POLLUTION
 PREVENTION PLAN**

SHEET NO. 22

Race Track Road

STORM WATER POLLUTION PREVENTION PLAN
 INSPECTION AND MAINTENANCE REPORT FORM
 TO BE COMPLETED EVERY 7 DAYS AND WITHIN 24 HOURS OF
 A RAINFALL EVENT OF 0.25 INCHES OR MORE

INSPECTOR: _____ DATE: _____

INSPECTOR'S QUALIFICATIONS: _____

DAYS SINCE LAST RAINFALL: _____ AMOUNT OF LAST RAINFALL: _____ INCHES

STABILIZATION MEASURES

INSPECTION AREA (DESCRIPTION OF LOCATION)	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED (PERSON)	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PAGE 1 OF 4

Race Track Road

STORM WATER POLLUTION PREVENTION PLAN
 INSPECTION AND MAINTENANCE REPORT FORM
 STRUCTURAL CONTROLS

DATE: _____

EARTH DIKES/SWALES

DIKE OR SWALE	FROM	TO	IS DIKE/SWALE STABILIZED?	IS THERE EVIDENCE OF WASHOUT OR OVERTOPPING

MAINTENANCE REQUIRED FOR EARTH DIKES/SWALE: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

CATCH BASIN/CURB INLET/OUTFALL TURBIDITY CONTROLS

STRUCTURE/ OUTFALL	ARE TURBIDITY CONTROLS IN PLACE	ANY EVIDENCE OF CLOGGING/WASHOUT OR BYPASSING?	ARE TURBIDITY CONTROLS IN NEED OF REPLACING	DOES SILE NEED TO BE REMOVED FROM AROUND CONTROL

MAINTENANCE REQUIRED FOR CATCH BASIN/CURB INLET/OUTFALLS TURBIDITY CONTROLS: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PAGE 2 OF 4

Race Track Road

STORM WATER POLLUTION PREVENTION PLAN
 INSPECTION AND MAINTENANCE REPORT FORM
 SEDIMENT BASIN

DEPTH OF SEDIMENT IN BASIN	DEPTH OF SEDIMENT SIDE BASIN	ANY EVIDENCE OF OVERTOPPING OF THE EMBANKMENT?	CONDITION OF OUTFALL FROM SEDIMENT BASIN

MAINTENANCE REQUIRED FOR SEDIMENT BASIN: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

OTHER CONTROLS

STABILIZED CONSTRUCTION ENTRANCE

DOES MUD SEDIMENT GET TRACKED ON TO ROAD?	IS THE GRAVEL CLEAN OR IS IT FILLED WITH SEDIMENT?	DOES ALL TRAFFIC USE THE STABILIZED ENTRANCE TO LEAVE THE SITE?	IS THE OUTLET SCREENS THE ENTRANCE WORKING? (IF APPLICABLE)

MAINTENANCE REQUIRED FOR STABILIZED CONSTRUCTION ENTRANCE: _____

TO BE PERFORMED BY: _____ ON OR BEFORE: _____

PAGE 3 OF 4

Race Track Road

STORM WATER POLLUTION PREVENTION PLAN
 INSPECTION AND MAINTENANCE REPORT FORM

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

REASONS FOR CHANGES:

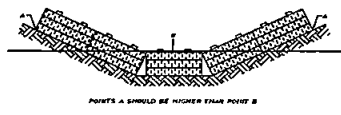
I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY KNOWLEDGE AND BELIEF, I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE: _____
 DATE: _____

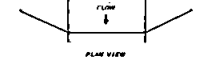
PAGE 4 OF 4

SEDIMENT AND EROSION CONTROL NOTES

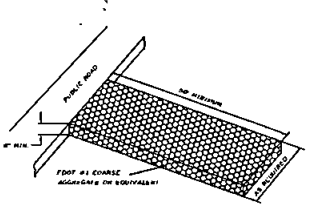
1. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS IN THE FLORIDA EROSION & SEDIMENT CONTROL MANUAL, PER JEP.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITES IN ALL LOCATIONS AND AREAS OF CONSTRUCTION CONTINUOUSLY.
3. THE SIFT CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY BARRIERS AND ADJUSTMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
4. ADDITIONAL PROTECTION - ON-SITE PROTECTION IS IN ADDITION TO THE ABOVE MUST BE PROVIDED TO PREVENT EROSION AND SILTATION. THE PROTECT CONTAINERS DUE TO UNWARRANTY CONDITIONS OR ACCIDENTS.
5. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
6. WHEN WORK SHALL BE PAID OVER THE OWNER MUST BE THAT THE WORK EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE SIFT STRUCTURE. REMOVABLE CURBS OR CONTAINERS MUST BE USED WITH SIFT STRUCTURES. REMOVABLE CURBS OR CONTAINERS MUST BE USED WITH SIFT STRUCTURES. REMOVABLE CURBS OR CONTAINERS MUST BE USED WITH SIFT STRUCTURES.
7. FOOT AND CURB HEIGHTS SHALL BE PLACED OVER THE WIRE MESH AS INDICATED IN PLATE J00C. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE SIFT OPENING. THE STONE SHALL EXTEND BEYOND THE SIFT OPENING AT LEAST 18 INCHES ON ALL SIDES.
8. IF THE STONE FILTER BECOMES CLOGGED WITH EQUIPMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE REMOVED AWAY FROM THE SIFT, CLEANED AND REPLACED.
9. BALE SHALL BE EITHER WIND-BLOWN OR STABILIZED WITH THE METHODS DESCRIBED ABOVE THE STONE HEIGHT FROM OVER AND UNDER THE BALE.
10. DALES SHALL BE PLACED LENGTHWISE IN A SINGLE ROW SURROUNDING THE SIFT, WITH THE ENDS OF ADJACENT DALES PRESSED TOGETHER.
11. THE FILTER BARRIER SHALL BE EXTENDED AND BACKFILL. A BACKFILL SHALL BE PROVIDED TO A MINIMUM DEPTH OF 4 INCHES. AFTER THE BALE AND STAPLE THE BACKFILL SOIL SHALL BE COMPACTED AND COVERED ABOVE THE FILTER BARRIER.
12. EACH DALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAPLES OR REBAR DRIVEN THROUGH THE BALE.
13. LOOSE MATERIAL SHOULD BE REMOVED BETWEEN DALES TO PREVENT WATER FROM ENTERING BETWEEN DALES.
14. DALE OWNERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
15. CAREFUL ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED DALES, AND Holes AND UNPROTECTING SPOTS SHALL BE REPAIRED.
16. NECESSARY REPAIRS TO DAMAGED OR REPLACEMENT SHALL BE ACCOMPLISHED PROMPTLY.
17. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL THAT MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER.
18. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STAPLE BALE DAMAGED IN THE MANNER DESCRIBED SHALL BE REMOVED TO CONFORM TO THE EXISTING GRADE, PALMFRONT AND SLOPE.
19. SIFT STAPLE AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
20. SHOULD THE FABRIC ON A SIFT LEVEL OR SIFT BARRIER BE DAMAGED OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
21. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSIT REACH APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER.
22. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SIFT BALE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE REMOVED TO CONFORM WITH THE EXISTING GRADE, PALMFRONT AND SLOPE.
23. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
24. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL CONDITION WHEN THE SEDIMENT HAS ACCUMULATED TO THE TOP DESIGN CAPACITY OF THE TRAP. SEDIMENT DEPOSIT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
25. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE ALL EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE MANUAL, SPECIFICATIONS AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SPECIFICATIONS AND DETAILS.
26. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHICH ARE POTENTIAL FOR DOMESTIC WATER SUPPLY OR WETLANDS. PROTECTION SHALL BE MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
27. SOIL SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
28. ANY DISCHARGE FROM DOMESTIC ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
29. OVERFLOWING DAMS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSERVATIVE USE PERMIT FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
30. ALL DISTURBED AREAS TO BE STABILIZED THROUGH CONSTRUCTION, SIFT SCREENS, DALES, AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAPLE BALE SOIL.
31. ALL DISTURBED AREAS TO BE STABILIZED THROUGH CONSTRUCTION, SIFT SCREENS, DALES, AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAPLE BALE SOIL.
32. ALL DISTURBED, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN WATER MANAGEMENT DISTRICT.
33. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT BARRIERS REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROL.
34. THE CONTRACTOR SHALL BE REQUIRED TO ADHERE TO ALL WATER MANAGEMENT DISTRICT REGULATIONS, RESPECT TO COMPLIANCE AND BARRIERS FOR EROSION AND SEDIMENT CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.



PROPER PLACEMENT OF BALE IN A DRAINAGE WAY
N.T.S.

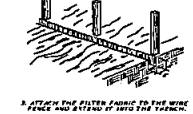


PROPER PLACEMENT OF A FILTER BARRIER IN DRAINAGE WAY
N.T.S.

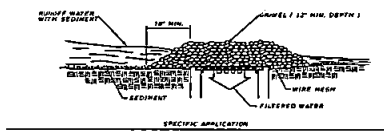


STABILIZED CONSTRUCTION ENTRANCE
N.T.S.

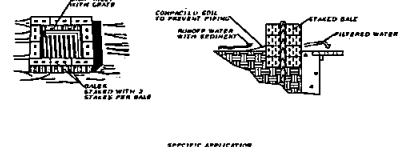
1. CUT WASTE AND EXPOSE A 6" x 6" TRENCH UP-SLOPE AND 18" TO 24" DEEP



CONSTRUCTION OF SILT FENCE
N.T.S.

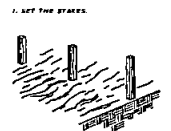


GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER
N.T.S.

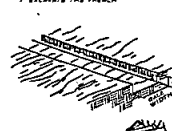
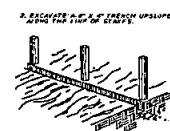


CROSS-SECTION OF A PROPERLY INSTALLED BALE
N.T.S.

BALE DROP INLET SEDIMENT FILTER
N.T.S.



CONSTRUCTION OF A FILTER BARRIER
N.T.S.



CONSTRUCTION OF A BALE BARRIER
N.T.S.

REVISIONS	
DATE	DESCRIPTION

ETM
Engineering & Technical Management
Matthew S. Maggiore, P.E. Lic. No. 45828



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO.
23

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TRAFFIC CONTROL NOTES

1. THE CONTRACTOR SHALL PROVIDE FOR ALL LANES OF TRAFFIC TO BE OPEN IN THE CASE OF AN EMERGENCY. THE CONTRACTOR SHALL RESPOND AND PROVIDE ADJUSTMENTS AS DIRECTED BY THE PROJECT ENGINEER WITHOUT DELAY UNDER THESE CONDITIONS. THE CONTRACTOR SHALL ALSO RESPOND WITHIN 30 MINUTES UPON NOTIFICATION BY THE PROJECT ENGINEER TO ANY REQUESTS FOR CORRECTION, IMPROVEMENT OR MODIFICATION TO THE TRAFFIC CONTROL PLAN AND/OR DEVICES.
2. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) 2009 EDITION" AND SERIES 102 OF THE "F.D.O.T. STANDARD PLANS (CURRENT EDITION)" AT ALL TIMES.
3. ALL TRAFFIC CONTROL DEVICES (TEMPORARY SIGNS, PAVEMENT MARKINGS, BARRIER WALLS, ETC.) REQUIRED DURING A CONSTRUCTION PHASE SHALL BE INSTALLED AND APPROVED BY THE PROJECT ENGINEER OR REPRESENTATIVE PRIOR TO THE DIVERSION OF TRAFFIC AND THE COMMENCEMENT OF CONSTRUCTION AND SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT INDEX 102-600. FDOT INDEX 102-600 SHALL BE USED IN CONJUNCTION WITH ALL OTHER INDEXES SPECIFICALLY MENTIONED IN EACH TRAFFIC CONTROL PHASE.
4. ALL EXISTING SIGNS AND PAVEMENT MARKINGS, WHICH CONFLICT WITH THE TRAFFIC CONTROL PLAN DURING A CONSTRUCTION PHASE, SHALL BE REMOVED OR TEMPORARILY RELOCATED AS NECESSARY PRIOR TO THE DIVERSION OF TRAFFIC AND THE COMMENCEMENT OF CONSTRUCTION. THE REMOVAL OF EXISTING PAVEMENT MARKINGS CAN BE ACCOMPLISHED BY ANY METHOD APPROVED BY THE PROJECT ENGINEER. PAINTING OVER EXISTING MARKINGS IS NOT ACCEPTABLE.
5. MINIMUM TRAVEL LANE WIDTHS SHALL BE 11'.
6. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REPRESENT PAVEMENT MARKINGS.
7. THE REMOVAL AND REPLACEMENT OF ANY TEMPORARY STRIPING OR R.P.M.'S SHALL BE DONE WITH THE CLOSURE OF THE AFFECTED LANE.
8. ACCESS TO ALL PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
9. THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE REMOVAL OF STORM WATER FROM THE ROADWAY DURING CONSTRUCTION. PROVISIONS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL BEFORE USE.
10. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT PROJECT BEGINNING AND ENDING AS DIRECTED BY THE ENGINEER.
11. THE CONTRACTOR SHALL NOT MILL MORE THAN CAN BE RESURFACED IN THE SAME DAY'S/NIGHT'S OPERATION. THE FIRST LIFT OF ASPHALT SHALL BE PLACED BEFORE ROADWAY IS OPEN TO TRAFFIC FOLLOWING MILLING.
12. TRAFFIC SHALL BE MAINTAINED ON PAVED SURFACES AT ALL TIMES.
13. LANE CLOSURES ON RACE TRACK ROAD AND ADJACENT SIDE STREETS ARE PERMITTED EXCEPT AS FOLLOWS: BETWEEN THE HOURS OF 7:00AM-9:00AM AND 4:00 PM - 6:00 PM, MONDAY THROUGH FRIDAY.
14. TEMPORARY STOP SIGNS FOR CROSS STREETS SHALL BE IN LINE WITH, OR BEHIND, CHANNELIZING DEVICES.
15. ALL COSTS TO MAINTAIN TRAFFIC SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR MAINTENANCE OF TRAFFIC.
16. ALL LANES MUST BE OPEN FOR TRAFFIC DURING A HURRICANE EVACUATION NOTICE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE PROJECT ENGINEER.
17. ANY DAMAGE TO EXISTING ROADWAYS SHALL BE REPAIRED BY THE CONTRACTOR AND RESTORED TO PRIOR CONDITION. DAMAGE SHALL BE MILLED AND RESURFACED NOT PATCHED.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR RIGHT OF WAY MAINTENANCE WITHIN THE CONSTRUCTION AREA AND AREAS MADE INACCESSIBLE DUE TO CONSTRUCTION THROUGHOUT THE TERM OF CONSTRUCTION.
19. CONTRACTOR SHALL MAINTAIN SIGNALIZED PEDESTRIAN TRAFFIC AT ALL TIMES. CONTRACTOR SHALL PROVIDE TEMPORARY WALKWAYS PER FDOT INDEX 102-660 AS NEEDED.
20. CONTRACTOR SHALL PROVIDE PORTABLE CHANGEABLE MESSAGE SIGNS TWO WEEKS PRIOR TO CONSTRUCTION AND MAINTAIN THE SIGNS THROUGHOUT THE PROJECT CONSTRUCTION. A TOTAL OF THREE SIGNS SHALL BE PROVIDED (ONE ON VETERANS PKWY AND TWO ON RACETRACK ROAD). MESSAGES TO BE DISPLAYED SHALL BE APPROVED BY THE ENGINEER.

SEQUENCE OF ROADWAY CONSTRUCTION

AT THE BEGINNING OF EACH PHASE: ERECT ADVANCE WARNING SIGNS, BARRICADES & CHANNELING DEVICES AS REQUIRED FOR EACH PHASE. ADJUST PER ACTUAL FIELD CONDITIONS TO ENSURE VISIBILITY OF ALL EXISTING SIGNS WHICH WILL NEED TO REMAIN DURING CONSTRUCTION.

PHASE 1

- MAINTAIN TRAFFIC ON LINDE AVE AND VETERANS PKWY.
- MAINTAIN PEDESTRIAN TRAFFIC ON EXISTING CROSSWALKS AND SIDEWALKS.
- CONSTRUCT EAST-WEST SIDE WALK ON THE NORTH SIDE OF THE ROAD AND NORTH-SOUTH CURB RAMP ON SOUTHEAST CORNER OF THE INTERSECTION.
- SHIFT TRAFFIC OUT OF INSIDE LANES ON RACE TRACK RD.
- COVER EXISTING LEFT ARROW ON WEST BOUND TRAFFIC AND USE THE LEFT LANE AS A LEFT AND THROUGH.
- SAW CUT AND REMOVE EXISTING CURB IN MEDIAN. FILL AND CONSTRUCT NEW CURB.

PHASE 2

- SHIFT TRAFFIC EASTBOUND TO THE INSIDE LANE TO CLOSE THE OUTSIDE LANE.
- CONSTRUCT THE PROPOSED WIDENING INCLUDING TRAVEL LANE, CURB AND GUTTER, DRAINAGE SYSTEMS AND OTHER PROPOSED ELEMENTS AS SHOWN IN THE PLANS.
- SHIFT PEDESTRIAN TRAFFIC TO NEW SIDEWALK/CROSSWALKS TO CLOSE EXISTING NORTH-SOUTH CROSS WALK.
- CONSTRUCT NORTH-SOUTH CURB RAMPS ON THE WEST SIDE OF THE INTERSECTION.

PHASE 3

- MAINTAIN TRAFFIC ON RACE TRACK ROAD AND NEWLY CONSTRUCTED TURN LANE.
- SHIFT PEDESTRIAN TRAFFIC TO NEWLY CONSTRUCTED NORTH-SOUTH CROSSWALKS AND THE EAST-WEST CROSSWALK ON THE NORTH SIDE OF THE INTERSECTION.
- CONSTRUCT THE EAST-WEST CURB RAMPS ON THE SOUTH SIDE OF INTERSECTION AND THE REMAINING PROPOSED SIDEWALK.

PHASE 4

- APPLY THE FINAL PAVEMENT MARKINGS AND INSTALL ANY REMAINING PROPOSED SIGNING.
- REMOVE CHANNELIZING DEVICES AND WORK ZONE SIGNS.
- OPEN ALL OF THE COMPLETED INTERSECTION TO TRAFFIC.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

ETM Engineering & Planning, Inc.
 1776 Oak St., Jacksonville, FL 32208
 TEL: (904) 442-8999
 FAX: (904) 442-9432
 CA - 00002526 LC - 0000918
 MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 55371

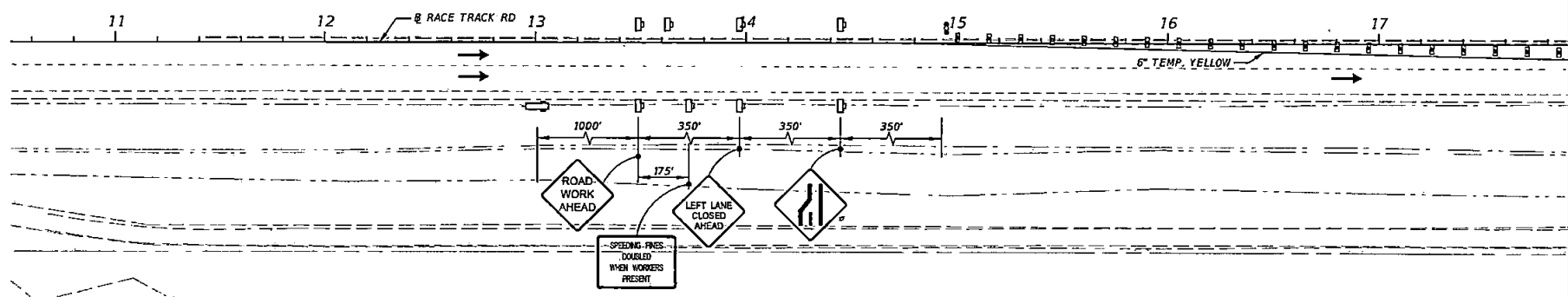
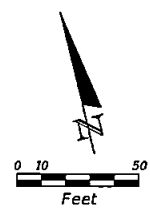


ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

TRAFFIC CONTROL
 GENERAL NOTES

SHEET
 NO.
 24

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MATCH LINE STA. 17+90.00

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LEGEND

- WORK AREA
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- BARRICADE
- ADVANCE WARNING ARROW PANEL
- WORK ZONE SIGN
- PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM Engineering, Planning & Construction
 14779 Old St. Augustine Road
 Jacksonville, FL 32218
 TEL: (904) 643-2900
 FAX: (904) 643-4433
 CA - 0002284 LC - 8000316

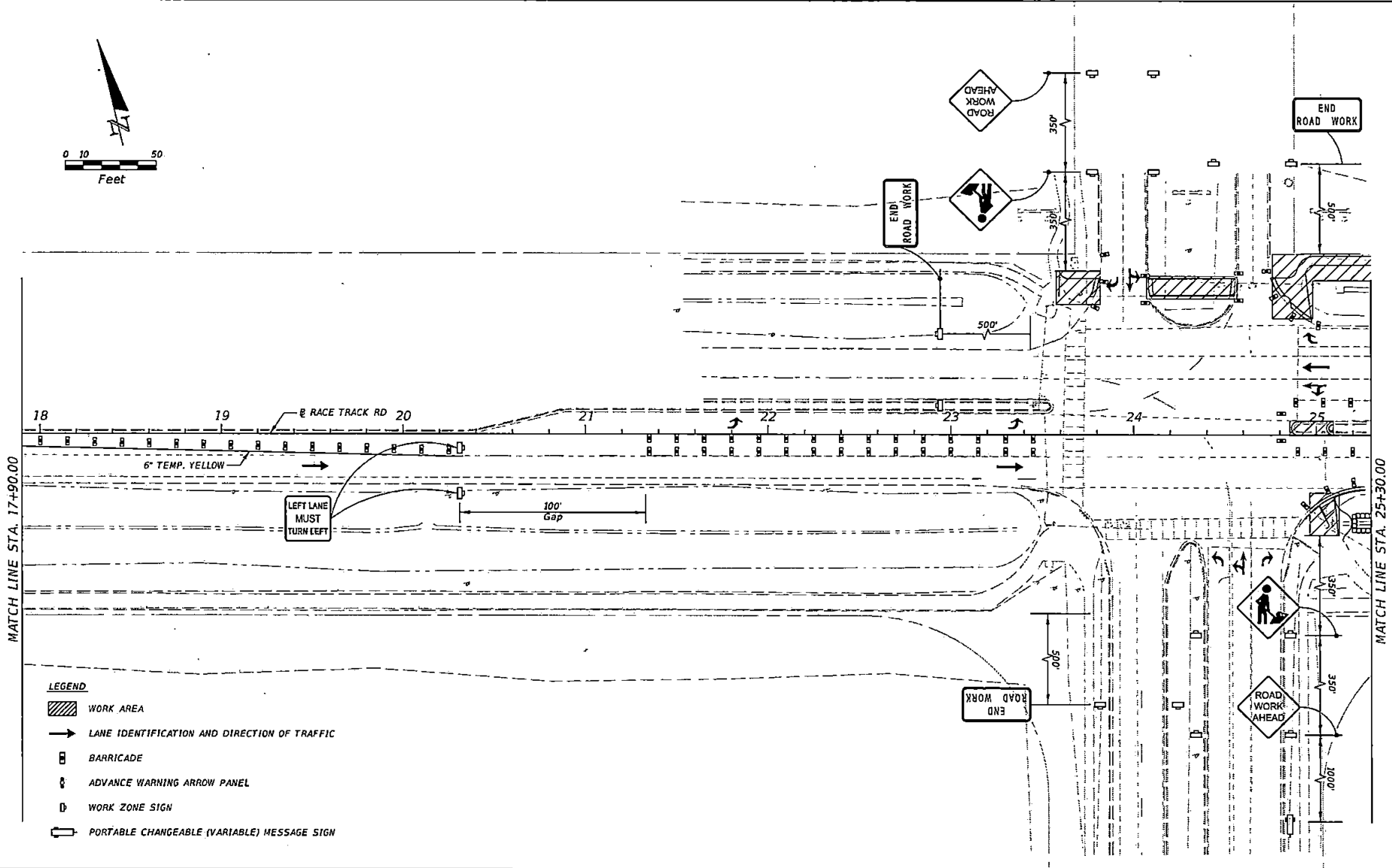
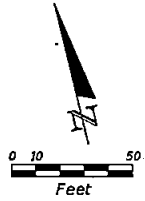
MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 55371



**ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT**

**TRAFFIC CONTROL PLAN
 PHASE I**

SHEET NO.
25



LEGEND

- WORK AREA
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- BARRICADE
- ADVANCE WARNING ARROW PANEL
- WORK ZONE SIGN
- PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

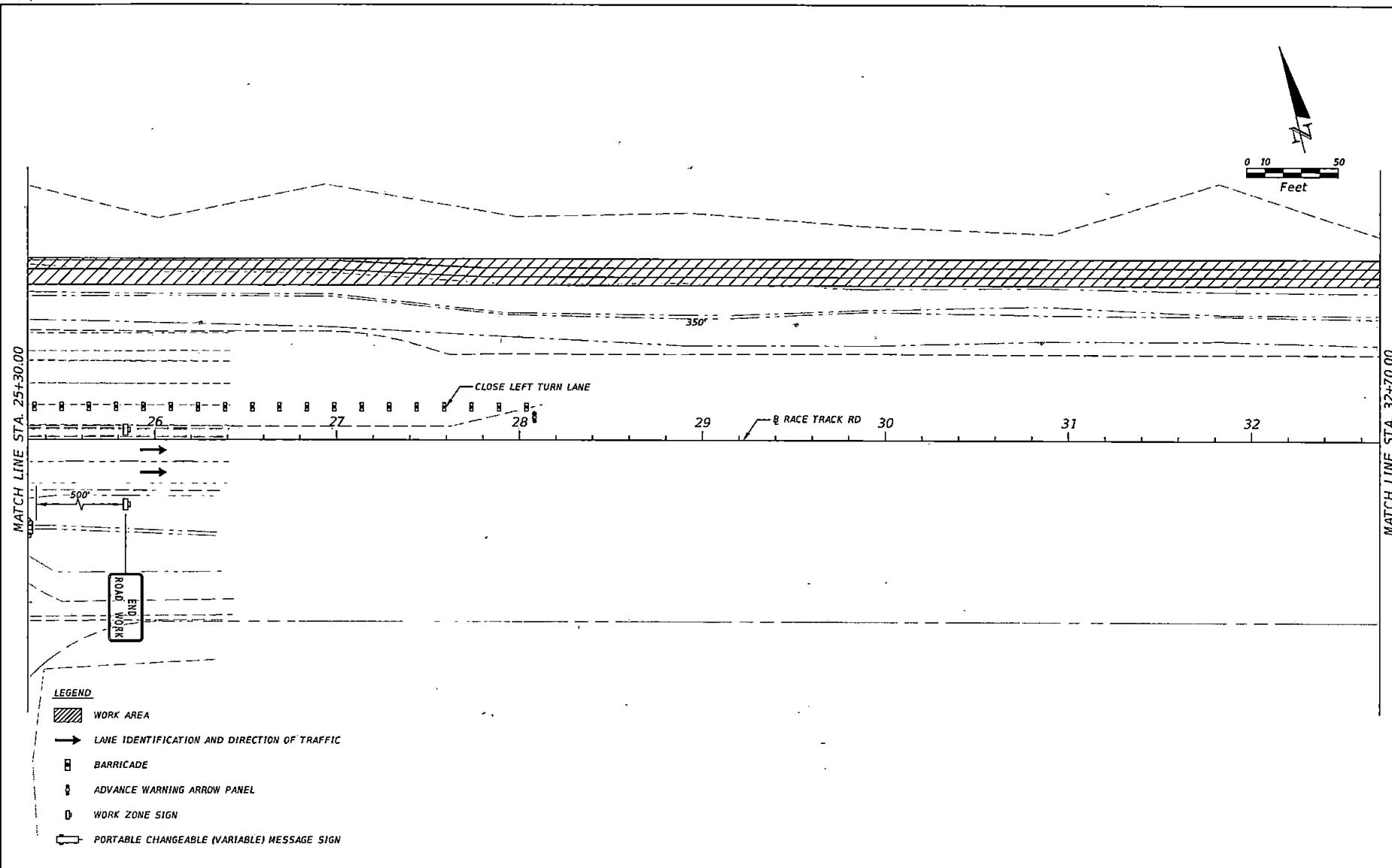
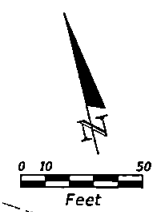
ETM
VISION • EXPERIENCE • RESULTS
 MATTHEW S. MAGGIORE, P.E.
 Lic. No. AT4589 53371

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

TRAFFIC CONTROL PLAN
PHASE I

SHEET
 NO.
 26

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- LEGEND**
- WORK AREA
 - LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
 - BARRICADE
 - ADVANCE WARNING ARROW PANEL
 - WORK ZONE SIGN
 - PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM Engineering & Traffic Management
 PROFESSIONAL ENGINEERS & TRAFFIC ENGINEERS
 11778 OLD 56 AVENUE ROAD
 JACKSONVILLE, FL 32216
 TEL: (904) 642-8999
 FAX: (904) 642-8944
 CA - 00002384 LD - 00002116

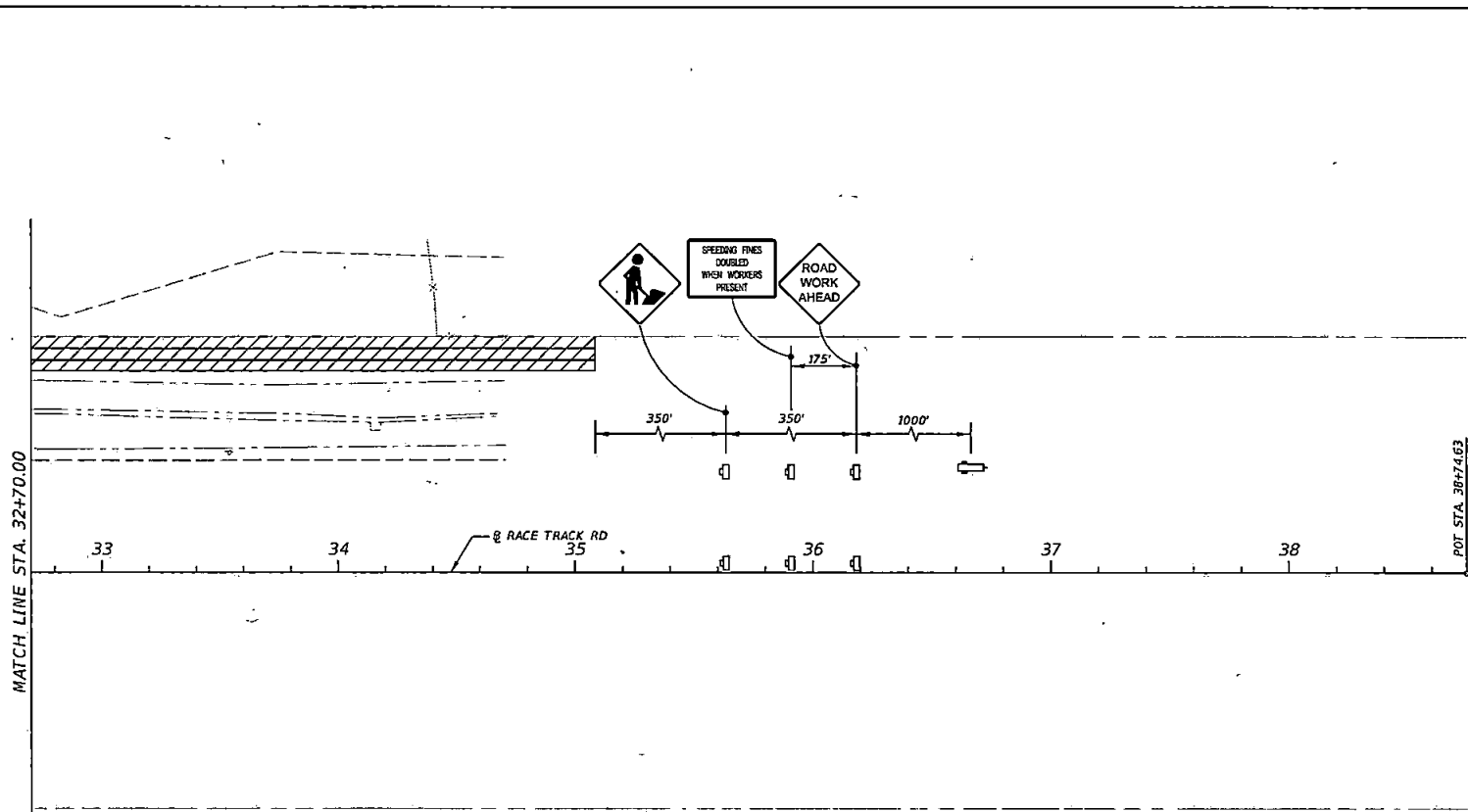
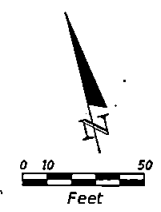
MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 55371

ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

TRAFFIC CONTROL PLAN
PHASE I

SHEET NO.
27

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LEGEND

- WORK AREA
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- BARRICADE
- ADVANCE WARNING ARROW PANEL
- WORK ZONE SIGN
- PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

REVISIONS	
DATE	DESCRIPTION

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 MATTHEW S. MAGGIORE, P.E.
 Lic. No. NUMBER 55371

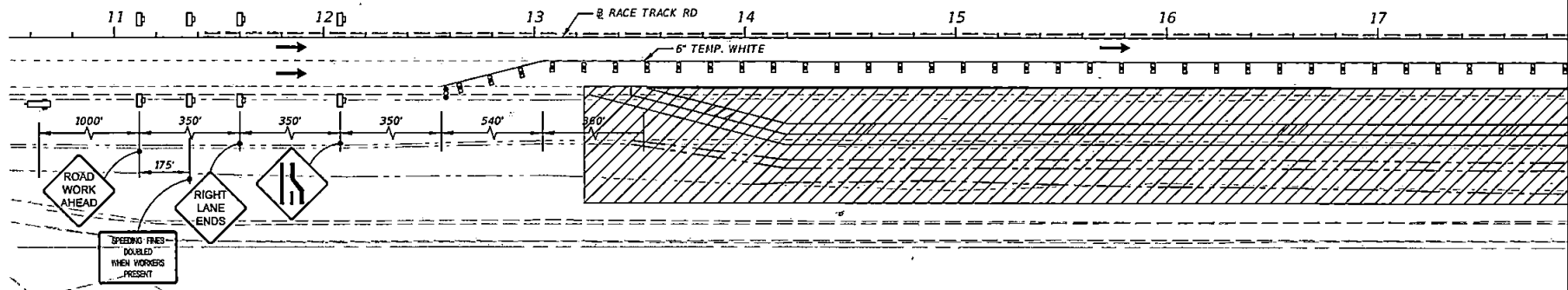
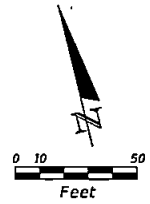
Matthew S. Maggiore, P.E. & Thomas J. ...
 1477 S. ONE Mile, Jacksonville, FL 32218
 TEL: (904) 844-8888
 FAX: (904) 844-8888
 CA-60002384 LC-9890216

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

TRAFFIC CONTROL PLAN
PHASE I

SHEET NO.
28

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MATCH LINE STA. 17+90.00

LEGEND

- WORK AREA
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- BARRICADE
- ADVANCE WARNING ARROW PANEL
- WORK ZONE SIGN
- PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

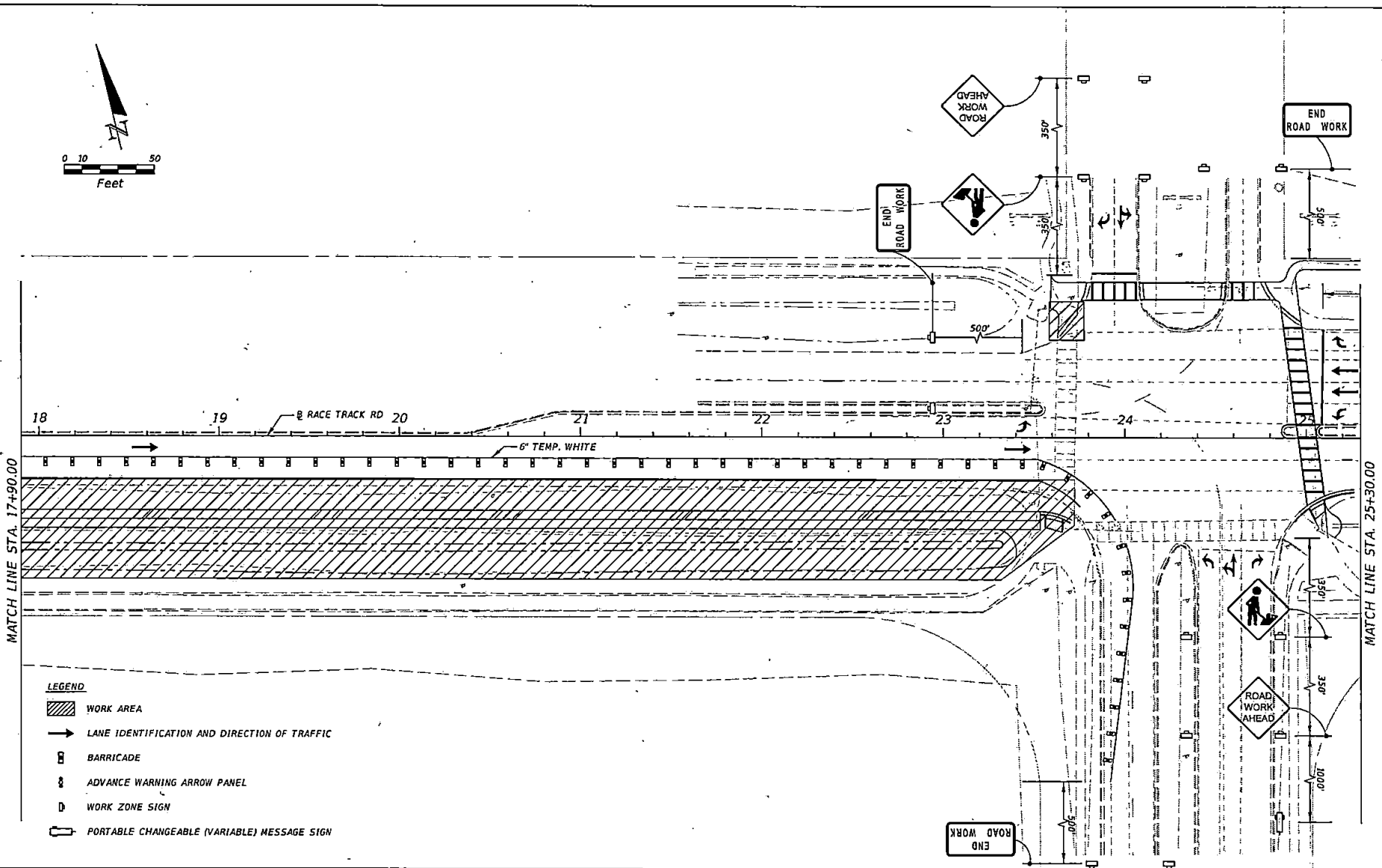
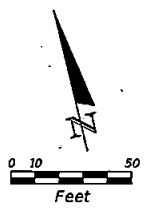
ETM Engineering, Planning & Construction
 14750 NE 15th Avenue, Suite 100
 Jacksonville, FL 32225
 TEL: (904) 842-4960
 FAX: (904) 844-4440
 CA - 80022584 LG - 8000318
 MATTHEW S. MAGGIORE, P.E. Lic. No. NJMBER 55371

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

**TRAFFIC CONTROL PLAN
 PHASE II**

SHEET
 NO.
 29

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LEGEND

- WORK AREA
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- BARRICADE
- ADVANCE WARNING ARROW PANEL
- WORK ZONE SIGN
- PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Lic. No. NUMBER 53371

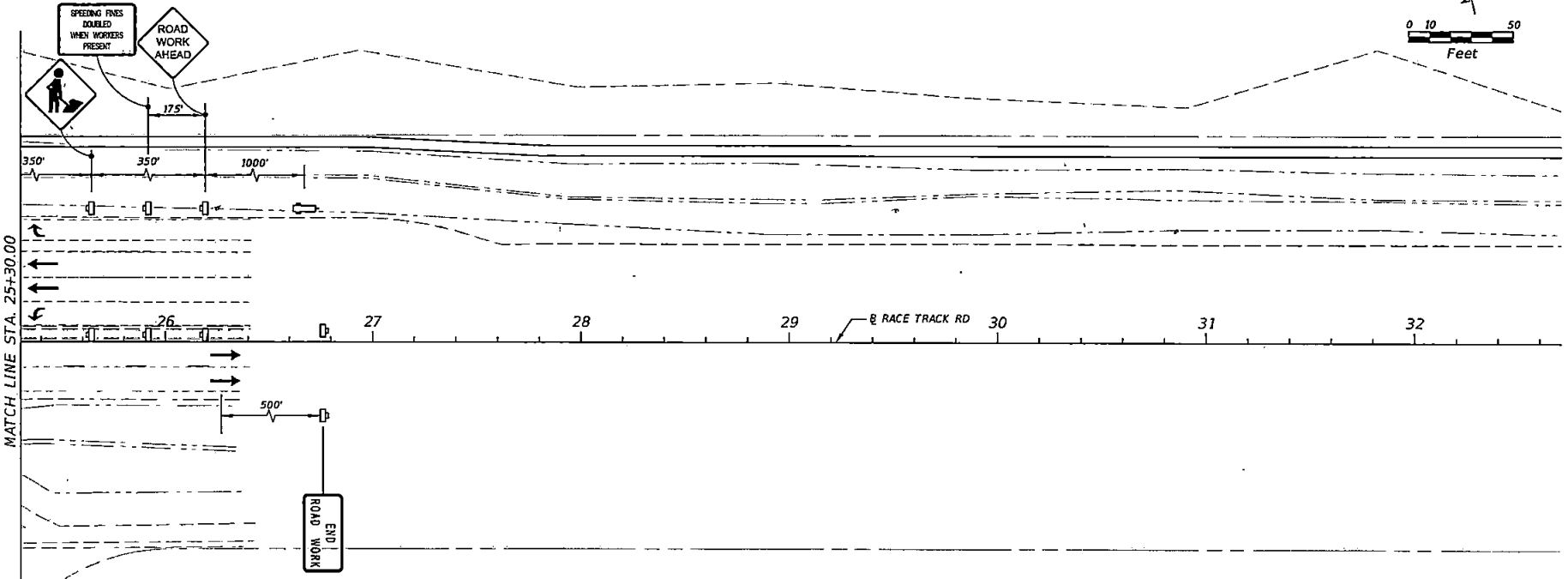
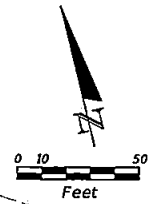
Professional Engineer, State of Florida
14175 SW 14th Avenue, Suite 100
Jacksonville, FL 32206
Tel: (904) 644-2400
Fax: (904) 644-2415
CA - Inactive Lic. # 90007119

ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

TRAFFIC CONTROL PLAN
PHASE II

SHEET NO.
30

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MATCH LINE STA. 25+30.00

- LEGEND**
- WORK AREA
 - LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
 - BARRICADE
 - ADVANCE WARNING ARROW PANEL
 - WORK ZONE SIGN
 - PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

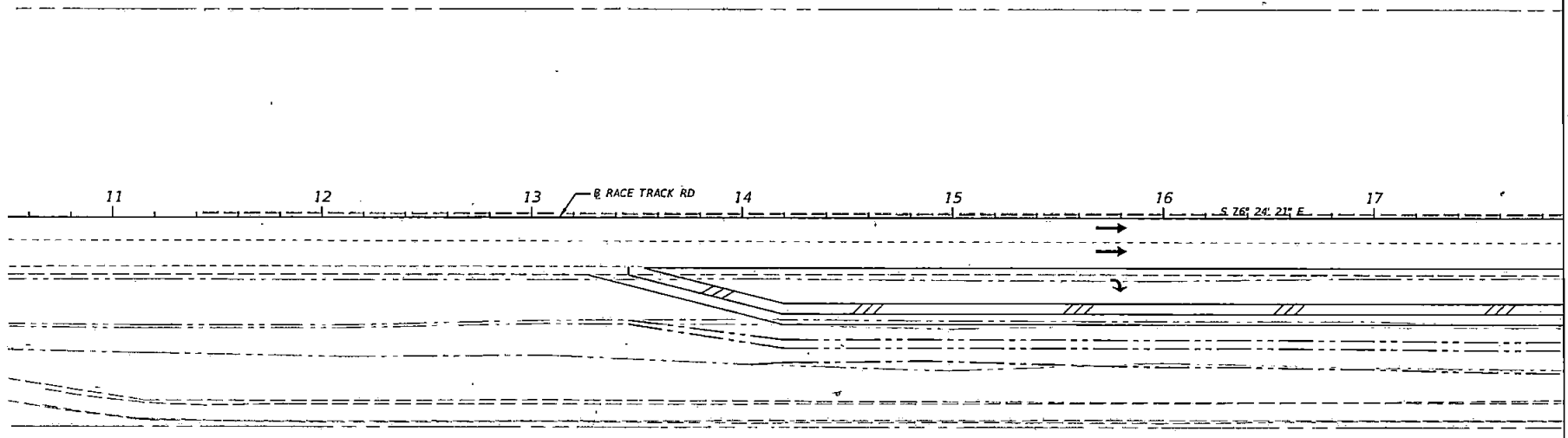
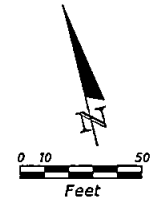
ETM Engineering & Traffic Management
 11778 Old St. Augustine Road
 Jacksonville, FL 32226
 TEL: (904) 643-8266
 FAX: (904) 643-8444
 CA - 0002384 LC - 0000518
 MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 55371

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

TRAFFIC CONTROL PLAN
PHASE II

SHEET
 NO.
 31

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LEGEND

- WORK AREA
- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- BARRICADE
- ADVANCE WARNING ARROW PANEL
- WORK ZONE SIGN
- PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM

VISION • EXPERIENCE • INTEGRITY

Matthew S. Maggioro, P.E.
Lic. No. NUMBER 55371

10000 - 17th Ave. S. # 1700
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Fax: (904) 844-4148
CA - 0002384 LC - 0000319



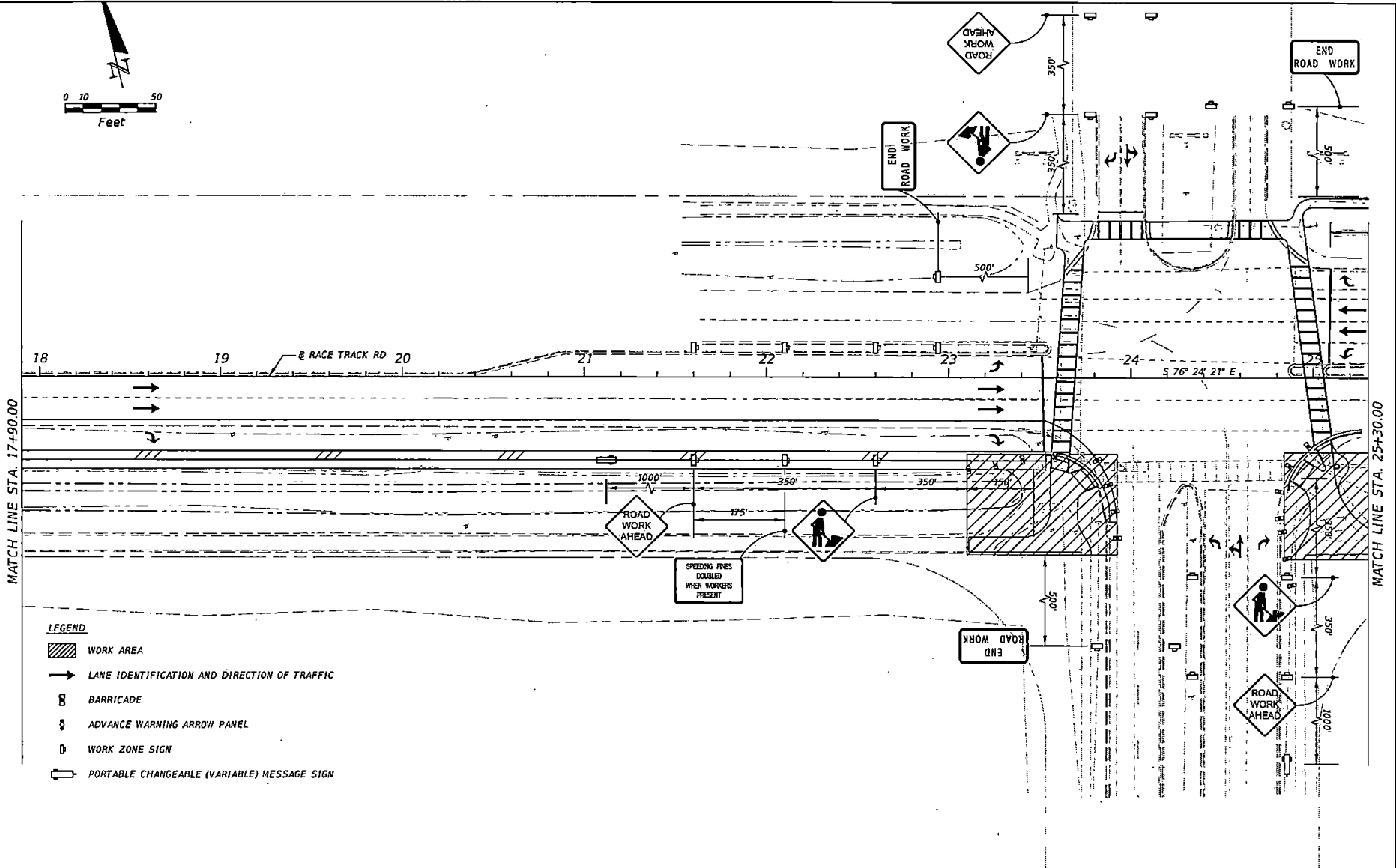
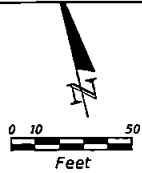
ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

TRAFFIC CONTROL PLAN
PHASE III

SHEET
NO.

32

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MATCH LINE STA. 17+90.00

MATCH LINE STA. 25+30.00

- LEGEND**
- WORK AREA
 - LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
 - BARRICADE
 - ADVANCE WARNING ARROW PANEL
 - WORK ZONE SIGN
 - PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM Engineering, Planning & Construction
 14775 Old St. Augustine Road
 Jacksonville, FL 32226
 TEL: (904) 842-8900
 FAX: (904) 848-0443
 CA • 8002284 LC • 0000318
 MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 53371

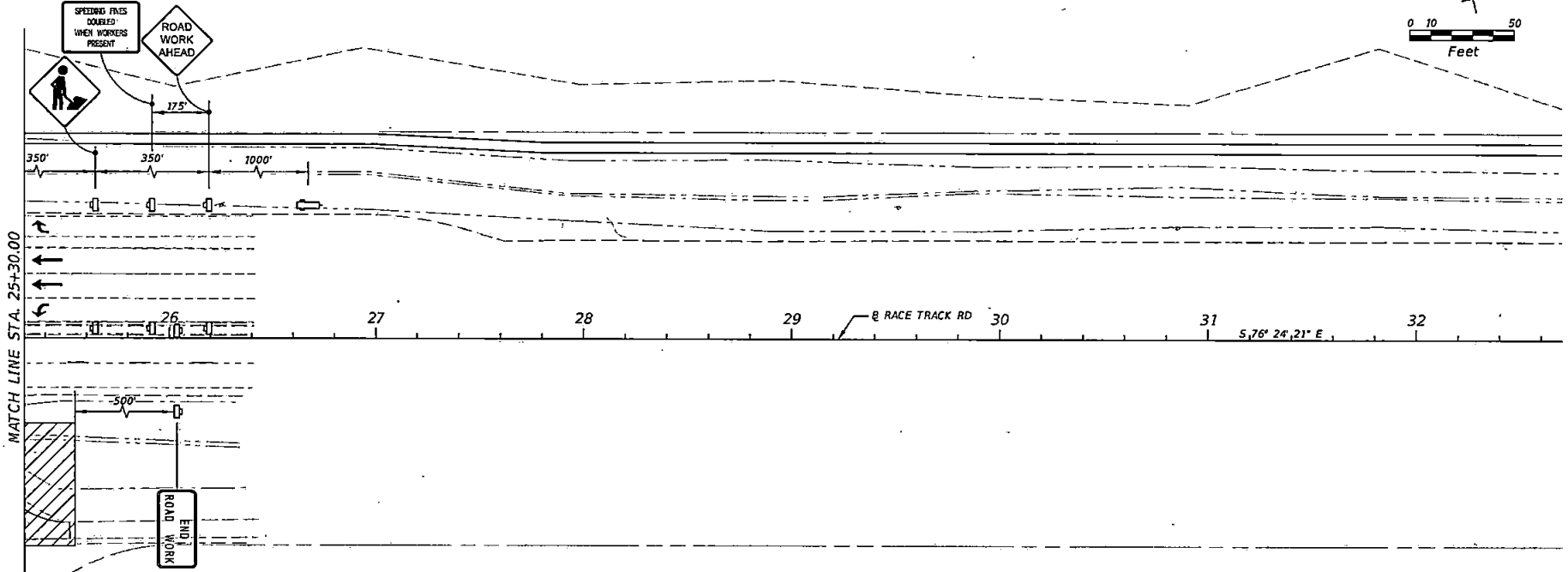
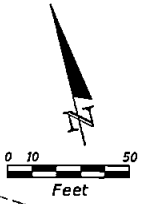


**ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT**

**TRAFFIC CONTROL PLAN
 PHASE III**

SHEET
 NO.
 33

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



- LEGEND**
- WORK AREA
 - LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
 - BARRICADE
 - ADVANCE WARNING ARROW PANEL
 - WORK ZONE SIGN
 - PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGN

REVISIONS	
DATE	DESCRIPTION

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 MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 55371

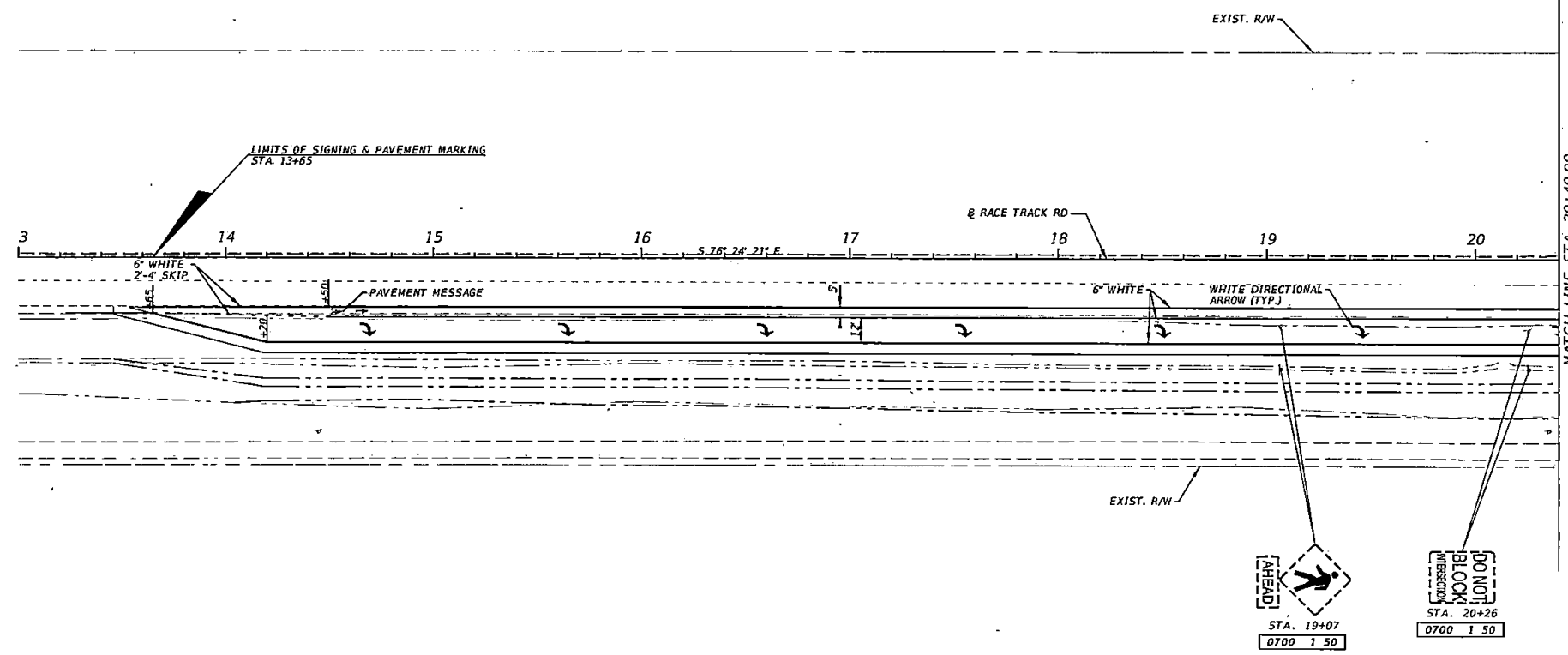
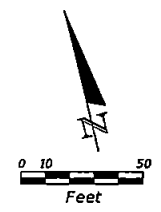


ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

TRAFFIC CONTROL PLAN
 PHASE III

SHEET NO.
 34

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61015-23.004, F.A.C.

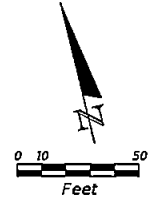
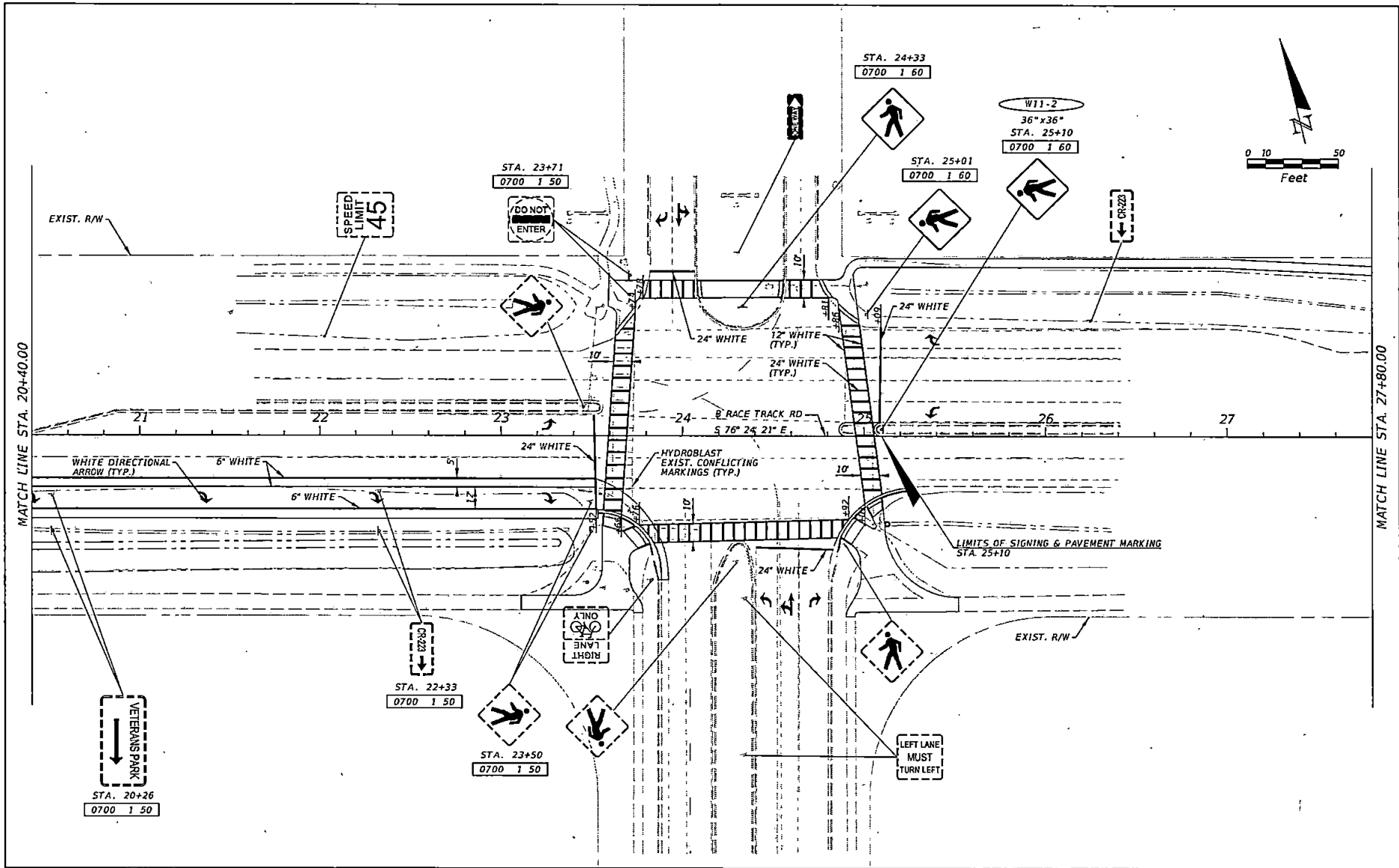
REVISIONS	
DATE	DESCRIPTION

ETM Engineering & Technical Management
 14750 E. 15th Street, Suite 200
 Aurora, CO 80014
 TEL: (303) 841-8995
 FAX: (303) 841-8945
 CA - 0002554 LC - 0000018
 MATTHEW S. MAGGIORE, P.E. Lic. No. NUMBER 55371

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

SIGNING & PAVEMENT MARKING

SHEET NO.
 35



MATCH LINE STA. 20+40.00

MATCH LINE STA. 27+80.00

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
VISION • EXPERIENCE • INTEGRITY
 MATTHEW S. MAGGIORE, P.E.
 Lic. No. NUMBER 53371

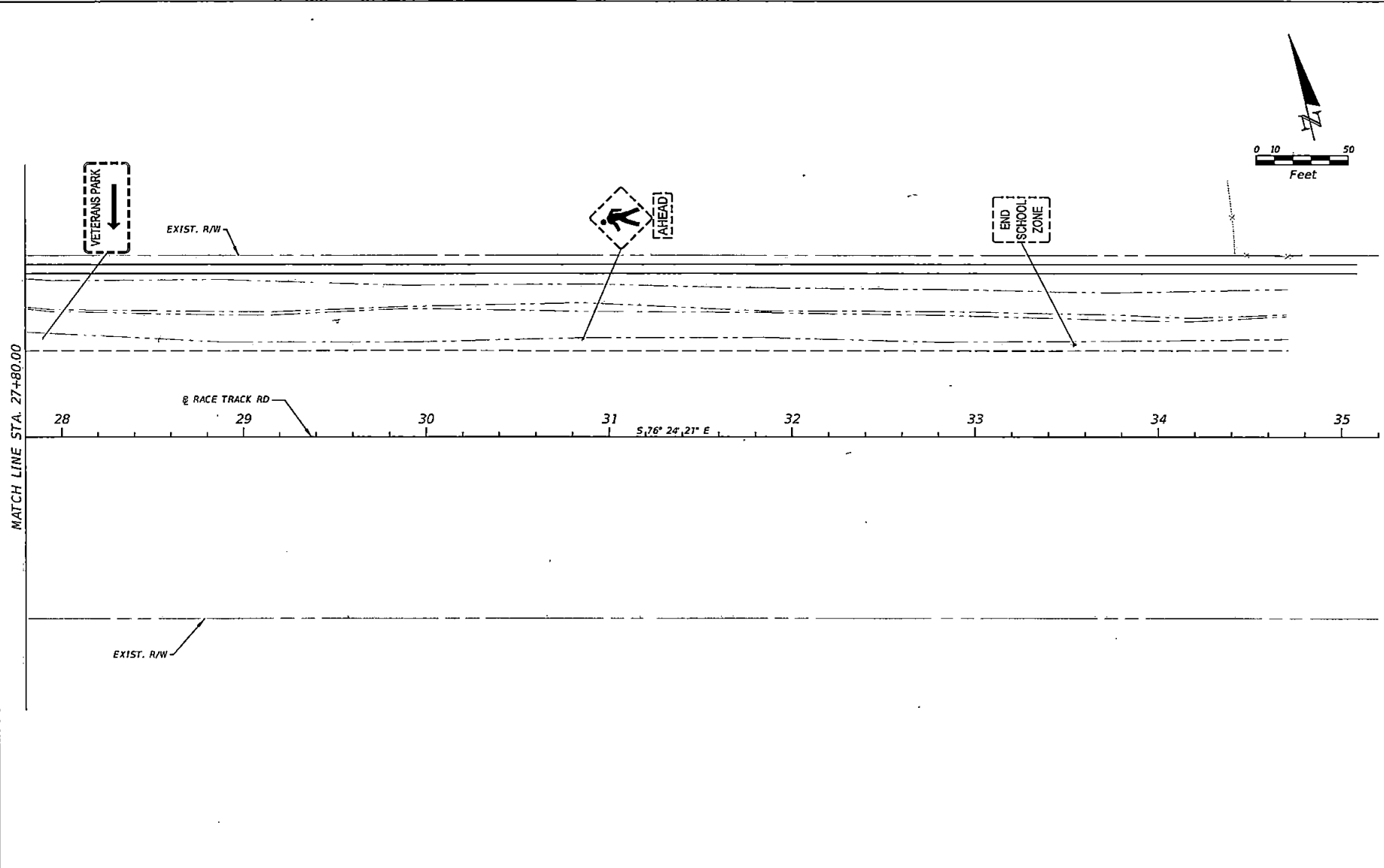
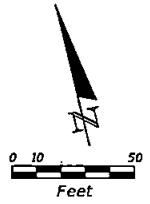
10111 State Street
 Jacksonville, FL 32218
 TEL: (904) 844-8800
 FAX: (904) 844-8818
 CA - 0002584 LD - 0000318

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

SIGNING & PAVEMENT MARKING

SHEET NO.
36

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61D15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 Matthew S. Maggione, P.E. Lic. No. NUNGER 55371



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

SIGNING & PAVEMENT MARKING



SHEET NO.
 37

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TABULATION OF QUANTITIES

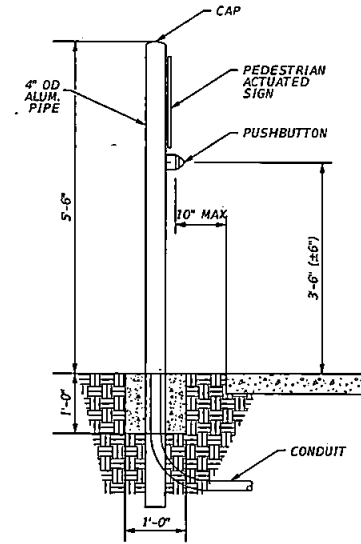
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET		GRAND TOTAL	
			PLAN		FINAL		PLAN		FINAL		PLAN		FINAL		PLAN		FINAL		PLAN	FINAL
630-2-11	SIGNALS-CONDUIT, (F&I), (OPEN TRENCH)	LF	230															230		
630-2-12	SIGNALS-CONDUIT, (F&I), (DIRECTIONAL BORE)	LF	390															390		
646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	8															8		
653-1-11	PEDESTRIAN SIGNAL, (F&I), (LED - COUNT DOWN), (1 DIRECTION)	AS	4															4		
665-1-11	PEDESTRIAN DETECTOR, (F&I), (STANDARD)	EA	6															6		
665-1-60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	2															2		
670-S-400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1															1		

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REVISIONS				 <small>VIDOR • EXPERIENCE • RESULTS</small> ETM Inc. 1475 Lake N. Magnolia Place Jacksonville, FL 32218 TEL: (904) 546-0448 FAX: (904) 546-0448 CA - 0002386 LC - 0002316	 ST. JOHNS COUNTY ENGINEERING DEPARTMENT	TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				38

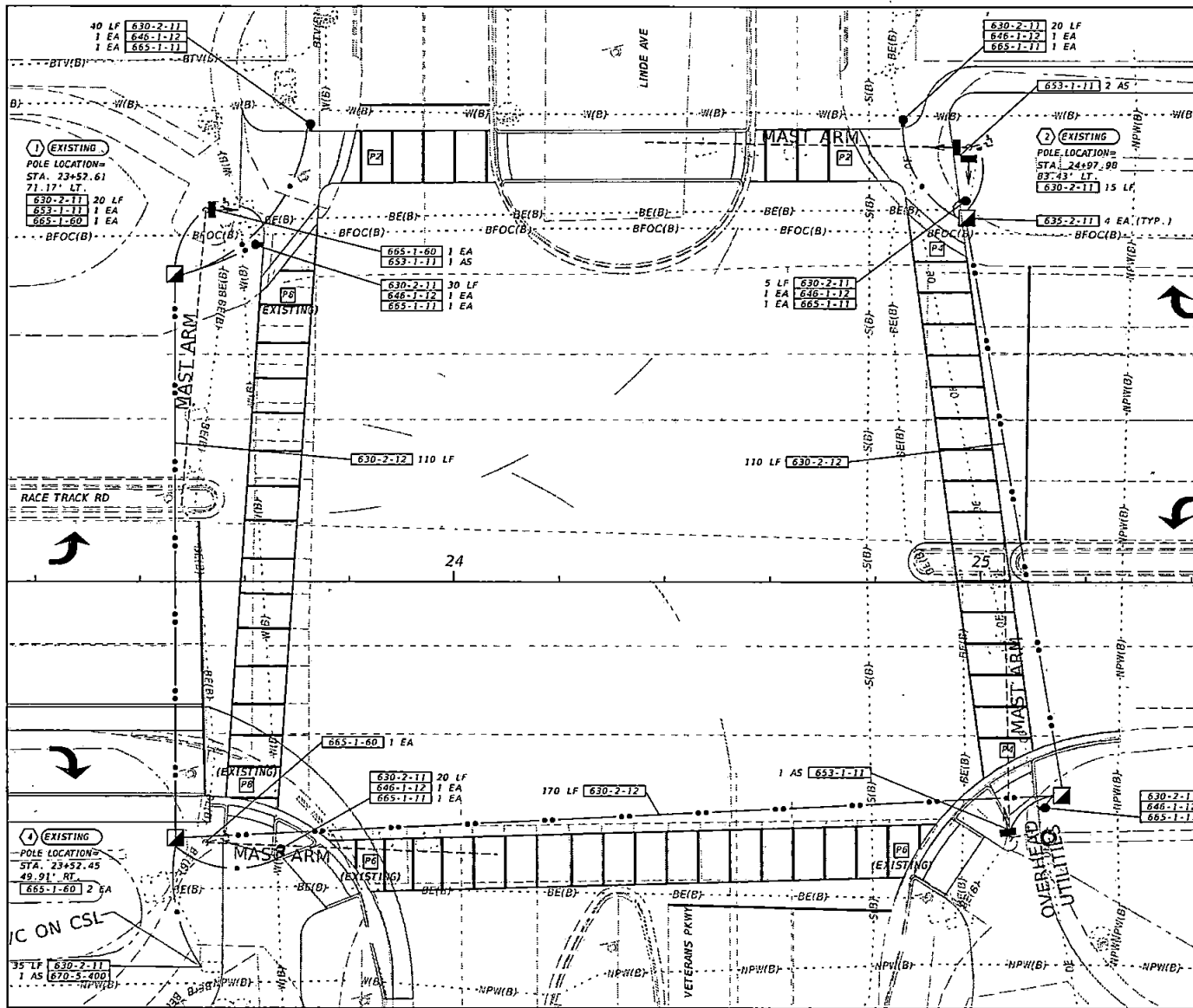
STANDARD ST. JOHNS COUNTY NOTES

1. St. Johns County shall be informed any time the contractor is on the job site performing signal construction activities, so that an inspector may observe on site construction (if so desired). The contractor shall contact St. Johns County Traffic Operations at (904)209-0170.
2. The contractor shall notify St. Johns County Traffic Operations at least 24 hours in advance of installing ground rods, installing underground conduit, installing cased-shaft foundations, setting poles or installing signal head assemblies.
3. No polycarbonate housing or mounting hardware shall be permitted for vehicular or pedestrian signal head assemblies.
4. All signal heads shall be black aluminum and shall be mounted vertically.
5. At the time of final project inspection, the contractor shall furnish two complete sets of signed and sealed "as-built" plans and complete documentation of any equipment and/or hardware used for construction.
6. All conduit shall be 2-inch minimum, except electrical power service duct.
7. The contractor shall verify color codes for signal cable with St. Johns County Traffic Operations prior to ordering cable.
8. If required, lane closures will not be permitted on weekends or holidays, nor will they be permitted during the hours of 6:00 am to 9:00 am and 3:00 pm to 6:00 pm. St. Johns County Traffic Operations may adjust these times to reflect actual field conditions.
9. When a contractor is performing signal work within an Intersection (installing conduit in the street, installing new signal equipment, turning on new signals, etc.) that requires a lane closure, an off-duty law enforcement officer shall direct traffic. The hourly rate of pay for an off-duty law enforcement officer can be obtained from the office of the law enforcement officer.
10. Unless specified otherwise, all pull box covers to be furnished and installed shall be non-metallic and shall include the recessed logo "TRAFFIC SIGNALS". All fiber optic pull boxes shall be oversized to 3" long by 2" wide by 2" deep (inside dimensions). No pull boxes are to be installed in sidewalk.
11. Vehicle detection, signal cable, and electrical service wire shall be run in separate conduit and pull boxes.
12. All field wiring shall be neatly bundled and clearly identified with permanently legible, weatherproof tags that are securely attached to each cable. The tagging system proposed shall be submitted to St. Johns County Traffic Operations for approval. This requirement also applies to all mast arm terminal compartments.
13. The contractor shall contact local utility companies to determine the location of underground utilities.
14. All signal and pedestrian indications shall have L.E.D. displays.
15. The contractor shall ensure the proposed traffic signal equipment is compatible with the "Trafficware" signal system required by St. Johns County.
16. As directed by St. Johns County, the contractor shall adjust conduit to avoid any possible conflicts with underground utilities.
17. The contractor shall call "Sunshine 811" at least 48 hours prior to any excavation.
18. Traffic shall be maintained in accordance with the "Manual on Uniform Traffic Control Devices", the FDOT Standard Indexes and any Maintenance of Traffic (MOT) requirements contained in this plan set.
19. A green colored No. 6 AWG insulated stranded copper wire shall be connected between each of the intersection metal mast arm and pedestrian pole ground rod connection points and then to the controller ground bus. This wire shall be pulled in the same conduit as the signal cable.
20. The description and technical specifications of any equipment used for construction shall be submitted to St. Johns County Traffic Operations for approval prior to ordering.



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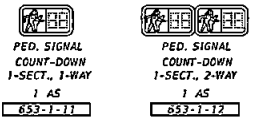
REVISIONS				 ENGINEERING TECHNICAL MANAGEMENT MARK S. MANWELL, P.E. Lic. No. NUNGER 53038	 ST. JOHNS COUNTY ENGINEERING DEPARTMENT	SIGNAL NOTES	SHEET NO. 39
DATE	DESCRIPTION	DATE	DESCRIPTION				



CONTROLLER TIMINGS

TIMING FUNCTION	MOVEMENT NUMBER	1	2	3	4	5	6	7	8
MINIMUM GREEN		4.0	1.8	4.0	4.0	4.0	1.8		3.0
EXTENSION		3.0	2.5	5.0	5.0	3.0	2.5		4.0
MAXIMUM GREEN 1		25	65	25	25	20	20		40
MAXIMUM GREEN 2									
YELLOW CLEARANCE		4.8	4.8	3.4	4.2	4.8	4.8		3.4
ALL RED		2.0	2.0	2.7	2.0	2.0	2.0		2.7
PEDESTRIAN WALK		7*	7*	7*		7*			
PED. CLEARANCE		30	33	33		33			
RECALL									

NOTE: PHASE 8 PED IS ACTUALLY PROGRAMMED AS PHASE 3 PED.
 *12 SEC PEDESTRIAN WALK TIME DURING SCHOOL PERIODS



REVISIONS	
DATE	DESCRIPTION

ETM
 VISION • EXPERIENCE • RESULTS
 Mark S. Maxwell, P.E.
 Lic. No. NUMBER 53938

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

SIGNAL PLAN

SHEET NO.
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