

RESOLUTION NO. 2022 - 394

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-112; AS-NEEDED CONSTRUCTION SERVICES FOR COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE AND EXECUTE CONTRACTS WITH ALL BIDDERS FOR PERFORMANCE OF THE SPECIFIED SERVICES ON AN AS-NEEDED BASIS.**

**RECITALS**

**WHEREAS**, the SJC Public Works Department is responsible for maintaining St. Johns County roadway drainage and infrastructure based upon evaluation of current conditions and needs on an annual basis. The County contracts with firms under multi-year contracts to perform the necessary roadway drainage and infrastructure maintenance, and the current contracts are approaching expiration. Bid No: 22-112 was issued to establish the new contracts to perform these required services; and

**WHEREAS**, the scope of the services will be to provide any and all labor, materials, equipment, testing, shoring, dewatering, surveying, supervision and transportation necessary to perform the required services for various roadway drainage and infrastructure maintenance throughout St. Johns County, as needs are identified and funding is available., in accordance with Bid No. 22-112; and

**WHEREAS**, through the County’s formal Bid process, A.W.A. Contracting Co., Inc., Constantine Constructors, Inc., DB Civil Construction, LLC, and G&H Underground Construction, Inc. were determined to be responsive, responsible bidders and that it serves the best interest of the County to award contracts to all responding firms so that as-needed services can be performed as efficiently as possible; 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 serves a public purpose; and

**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. 22-112 A.W.A. Contracting Co., Inc., Constantine Constructors, Inc., DB Civil Construction, LLC, and G&H Underground Construction, Inc.

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 for the completion of the project as specifically provided in Bid No: 22-112.

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 18 day of October, 2022.

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

By: [Signature]  
Henry Dear, Chair

**ATTEST: Brandon J. Patty,**  
Clerk of the Circuit Court & Comptroller

By: [Signature]  
Deputy Clerk

Rendition Date 10/19/22





MASTER CONSTRUCTION AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: \_\_\_\_\_

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This Master Construction Agreement (“Contract”) is made this \_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and \_\_\_\_\_ (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: \_\_\_\_\_, Phone: \_\_\_\_\_, and E-mail: \_\_\_\_\_, for **BID NO: 22-112; AS-NEEDED CONSTRUCTION SERVICES FOR COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE**, hereinafter referred to as the “Project”.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Master Construction Agreement
- b) Bid Documents and Bid Forms with all addenda thereto for Bid No. 22-112
- c) Notice to Proceed
- d) Specifications and Drawings approved and existing at the time of execution of this Contract
- e) Task Orders, Change Orders, and Amendments to this Contract signed by the County
- f) Field Orders signed by the County’s Project Manager
- g) Bonds and Insurance furnished by Contractor
- h) Exhibit A – Scope of Work
- i) Exhibit B – Contractor’s Unit Price Bid

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor's submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.3 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licencing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

### 1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

- 1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County’s Project Manager.
- 1.2.2 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.
- 1.2.3 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at

the time Work and Warranty Work is performed under this Contract.

1.2.4 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

1.2.5 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.6 Change Order: A written order to Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.7 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.8 Contract Time: The number of calendar days between commencement and completion of the Work, established in each Task Order executed by the County, as may be amended by Change Order.

1.2.9 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.10 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.11 Final Completion: Completion of all Work in compliance with a Task Order and the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.12 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.13 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.14 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.15 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.16 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.17 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.18 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.19 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.20 **Substantial Completion:** The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.21 **Work:** Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.2.22 **Task Order:** A separate written order to Contractor executed by the County, issued after execution of this Contract, authorizing Contractor to commence construction Work. Task Orders shall document the scope of work, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Contract.

### **1.3 Independent Contractor**

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

### **1.4 Contractor's Continuing Duty**

1.4.1 Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, 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 Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.4.2 In resolving conflicts between any of the Contract Documents, the following priorities shall govern:

- a) Supplementary conditions, if any, shall govern over the terms of this Contract;
- b) The terms of this Contract shall govern over all Bid Documents, Drawings and Specifications;
- c) Specifications shall govern over Drawings;
- d) Numerical dimensions shall govern over dimensions obtained by scaling; and
- e) Larger scale Drawings shall govern over smaller scale Drawings.

1.4.3 Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written protest pursuant to Section 1.5 titled "Disputes". Contractor's protest shall state clearly and in detail the basis thereof. The County will consider Contractor's protest and render its decision thereon within twenty-one (21) calendar days. If Contractor does not agree with the County's decision, Contractor shall immediately deliver written notice to that effect to the County.

### **1.5 Disputes**

1.5.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise

directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.5.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

## **1.6 Ownership of Contract Documents**

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

# **ARTICLE II THE WORK**

## **2.1 Labor and Materials**

2.1.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.1.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.1.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.1.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

## **2.2 Project Sequencing/Arrangement**

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

## **2.3 Payment of Costs**

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final



Completion in accordance with the Contract Documents.

## **2.4 Cleaning the Jobsite**

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

## **2.5 Reporting Requirements**

2.5.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.5.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

## **2.6 Title and Risk of Loss**

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

## **2.7 Access to Work**

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

## **2.8 Utilities**

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

## **2.9 Existing Utility Lines**

2.9.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.9.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

## **2.10 Taxes**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The

indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

## **2.11 Publicity and Advertising**

2.11.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.11.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

## **2.12 County Furnished Items**

2.12.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project's Jobsite.

2.12.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.12.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the County. Contractor will reimburse the County for the actual costs (or \$25, whichever is greater), of providing such hardcopy set.

# **ARTICLE III CONTRACT TIME**

## **3.1 Contract Period**

3.1.1 Initial Contract Period. Unless otherwise terminated, this Contract shall continue in full force and effect for an initial period of three (3) years.

3.1.2 Contract Extension. The County may, in its sole discretion, unilaterally exercise an option to extend this Contract for up to one (1) additional two (2) year period. Any such Contract extension shall be contingent upon satisfactory performance by the Contractor and the County's availability of funding. Subject to Article VIII below, Contractor shall not increase its pricing during any such Contract extension. In no event shall the Contract term exceed five (5) years. This Contract may otherwise only be modified upon mutual execution of an Amendment.

3.1.3 Task Order Schedule. Contractor shall commence the Work and substantially complete all Work as described in each individual Task Order. Final Completion shall be reached by or before the number of consecutive calendar days after the Substantial Completion date identified in each individual Task Order.

3.1.4 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Task Order Work. Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work required to be performed under the applicable Task Order. By way of illustration and not exclusion, Contractor's schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 8.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

## **3.2 Time is of the Essence**

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

### **3.3 Liquidated Damages**

3.3.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.3.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.3.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by the dates identified in the applicable Task Order, the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due, the per day sum set forth in such Task Order (if any), for each and every calendar day of unexcused delay. The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to the Task Order or this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.3.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

### **3.4 Disclaimer of Consequential Damages**

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

## **ARTICLE IV CONTRACT PRICE AND PAYMENT**

### **4.1 Contract Price**

This is an indefinite-quantity Contract for construction services. The County makes no representations or guarantees as to the quantity or value of the Work to be performed. Performance of construction services shall be made only as authorized by Task Order issued by the County. The maximum amount set forth in each individual Task Order ("Contract Price") shall not exceed Five Hundred Thousand Dollars (\$500,000.00), without prior written authorization by the Board of County Commissioners.

Payment shall be made on the basis of the actual amount of Work satisfactorily performed in accordance with each individual Task Order and the terms and conditions of this Contract.

### **4.2 Schedule of Values**

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

### **4.3 Measurement and Payment**

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

### **4.4 Progress Payments**

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to 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 County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

#### **4.5 Application for Payment**

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute 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 Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check 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 County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of

lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

#### **4.6 Withheld Payment**

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

### **ARTICLE V CONTRACTOR RESPONSIBILITIES**

#### **5.1 Performance**

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 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 Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of

Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

## **5.2 Authorized Representative**

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

## **5.3 Environmental, Safety and Health**

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

5.3.8 Toxic Substances/Federal Hazard Communication “Right to Know and Understand” Regulations  
The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County’s Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor’s sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

#### **5.4 Substantial Completion**

5.4.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor’s notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor’s list is not complete.

5.4.2 To the extent applicable to Contractor’s specific Work scope, the following items shall be completed prior to Contractor’s request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

5.4.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.



5.4.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

## **5.5 Final Inspection**

When all the Work under a Task Order is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Task Order Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

## **5.6 Final Payment**

5.6.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 5.4.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 5.4.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

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

5.6.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

# **ARTICLE VI PROJECT MANAGER**

## **6.1 Project Manager Responsibilities**

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

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

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the

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

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

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

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

## **6.2 Field Orders**

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

## **ARTICLE VII SUBCONTRACTORS**

### **7.1 Award of Subcontracts**

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

## **ARTICLE VIII CHANGES IN THE WORK**

### **8.1 General**

8.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

8.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the

claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

## **8.2 Changes in the Contract Time**

8.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

8.2.2 If 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 a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

8.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

8.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

## **8.3 Changes in the Contract Price**

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

8.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

8.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager 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, Contractor shall present, in such form and with such content as the County or the Project Manager 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, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with 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 County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

8.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

#### **8.4 Acceptance of Change Orders**

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

#### **8.5 Notice to Sureties**

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

#### **8.6 Differing Site Conditions**

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 8.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

### **ARTICLE IX UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK**

#### **9.1 Uncovering Work**

9.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

9.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

## **9.2 Right to Stop Work**

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

## **9.3 County May Accept Defective or Nonconforming Work**

If the County chooses to accept defective or nonconforming Work, the County 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 Work 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 County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

# **ARTICLE X CONTRACT SUSPENSION AND TERMINATION**

## **10.1 Suspension**

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 8.3 above.

## **10.2 Termination**

10.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

10.2.2 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

10.2.3 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

10.2.4 If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid Contractor shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or unperformed work.

10.2.5 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

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

10.2.7 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.4 above.

## **ARTICLE XI WARRANTY AND INDEMNITY**

### **11.1 Warranty**

11.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

11.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

11.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

11.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

11.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

11.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

11.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

## **11.2 Indemnity**

11.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

11.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

11.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

11.2.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

11.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

11.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

11.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

11.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

## **ARTICLE XII INSURANCE AND BONDS**

### **12.1 Contractor’s Insurance Requirements**

12.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly

licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

12.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

12.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

## **12.2 Additional Insured Endorsements and Certificate Holder**

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

## **12.3 Workers Compensation**

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

## **12.4 Commercial General Liability**

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

## **12.5 Automobile Liability**

Contractor shall procure and 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 and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

## **12.6 Additional Coverages**

**ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.**

12.6.1  Professional Liability.

12.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

12.16.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect



to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

12.6.2  Builders Risk.

12.6.2.1 Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

12.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

12.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

12.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

## **12.7 Other Requirements**

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

## **12.8 Payment and Performance Bonds**

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and

Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

## **ARTICLE XIII MISCELLANEOUS**

### **13.1 Examination of Contractor's Records**

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

### **13.2 Backcharges**

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

### **13.3 Applicable Law**

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

### **13.4 Governing Law & Venue**

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.

### **13.5 Assignment**

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

### **13.6 Severability**

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **13.7 Section Headings**

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

### **13.8 Disclaimer of Third-Party Beneficiaries**

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

### **13.9 Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

### **13.10 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

### **13.11 Execution in Counterparts**

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

### **13.12 Entire Contract**

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

### **13.13 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

### **13.14 Employment Eligibility and Mandatory Use of E-Verify**

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

### **13.15 Equal Employment Opportunity**

During the performance of this Contract, Contractor agrees as follows:

13.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

13.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

13.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

13.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.15.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.15.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.15.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

### **13.16 Public Records**

13.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

13.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084**

### **13.17 Anti-Bribery**

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

**13.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies**

13.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

13.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

**13.19 Written Notice**

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
 500 San Sebastian View  
 St. Augustine, FL 32084  
 Attn: Leigh A. Daniels, Purchasing Manager  
 Email Address: ldaniels@sjcfl.us

XXXXXConstruction Company  
 Address  
 Any City, FL 32000  
 Attn: xxxxxxxx  
 Email Address:

*With a copy to:*

St. Johns County  
 Office of the County Attorney  
 500 San Sebastian View  
 St. Augustine, FL 32084  
 Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

\*\*\*\*\*

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

**County**

**St. Johns County** \_\_\_\_\_ (Seal)  
(Typed Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**Contractor**

\_\_\_\_\_ (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:**

\_\_\_\_\_  
(Office of County Attorney)

\_\_\_\_\_  
(Date of Execution)

FORM 1  
**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Task Order No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.
  
2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

Contractor's Authorized Representative executing this Certification of Payments to Subcontractors represents that he or she is duly authorized to execute this Certificate, or if executing on behalf of another, is authorized to do so and that such Authorized Representative is legally bound.

Dated \_\_\_\_\_, 20\_\_

Contractor \_\_\_\_\_

By: \_\_\_\_\_  
 (Signature)

By: \_\_\_\_\_  
 (Name and Title)

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(NOTARY SEAL)  
 My commission expires:



FORM 2

**CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN**

<b>Owner:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b>
<b>Task Order No.:</b>	<b>Contractor Name:</b>
<b>Project:</b>	<b>Contractor Address:</b>
<b>Project Address:</b>	<b>Contractor License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

*None*

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor/Company Name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**

## EXHIBIT "A"

### SCOPE OF WORK

The scope of work requirements for as-needed Countywide Roadway Drainage & Infrastructure Maintenance are described below. The Contractor shall be required to provide all labor, materials, equipment, testing, shoring, dewatering, surveying, supervision and transportation necessary to perform the required services as authorized by Task Order. Drainage and sidewalk construction projects may include, but are not limited to: stormwater system installation and repair, incidental pipe installation and repair, drainage structure installation and repair, ditch grading, clearing and grubbing, excavation, restoration of right-of-way, pavement repair and marking, roadway signage, maintenance of traffic and erosion and sedimentation control.

All work shall be governed by the most recent FDOT Standard Plans & Standard Specifications for Road and Bridge Construction (All references in the Standard Specifications to "the Department", or "Department's State Materials and Research Engineer at Gainesville" shall be deleted, and "The Contract Administrator" inserted. All references to Method of Measurement and Basis of Payment shall be deleted.) and/or St. Johns County Land Development codes especially Article 6, Roadway Design, Section 6.04.07 A.5., Standards and Detail Manual, most current edition. If at any time there is a discrepancy among FDOT Standard Plans, Specifications and St. Johns County Land Development codes, the more stringent of the requirement shall prevail, evaluated on a case-by-case basis.

#### DIVISION 1 – GENERAL REQUIREMENTS

##### I. ADA Requirements

The Contractor shall be required to comply with all requirements of the American Disabilities Act (ADA) in the construction of sidewalks and driveways, and any other components that are regulated by the ADA.

##### II. FDOT Requirements

The Contractor shall be required to comply with the Florida Department of Transportation (FDOT) Standard Plans and Specifications as set forth below.

##### III. Utilities

The Contractor shall be responsible for notifying all applicable utility companies for on-site verification of any service line locations at least forty eight (48) hours prior to performance of any construction for any project under this Contract.

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

##### IV. Permitting

Unless otherwise provided herein, or in the project scope of work, the County shall obtain necessary permits required for each project. The Contractor shall file a Notice of Intent (NOI) to use the National Pollutant Discharge Elimination System (NPDES) Generic Permit for Stormwater Discharge and pay any applicable fees related to utilizing this permit. The Contractor shall be responsible for complying with all applicable provisions of permits issued by various governmental agencies in conjunction with any project under this Contract.

##### V. Coordination & Meetings

The Contractor shall be responsible for coordinating the scheduling, submittals and work for each project to assure efficient and orderly sequences of installation of interdependent construction elements with provisions for accommodating items installed later at no cost to the County.

- **Pre-Construction Meetings**

The County, or Engineer of Record, shall determine whether each project under this Contract warrants a formal Pre-Construction Meeting. If so, the County, or Engineer of Record, shall schedule the meeting with the Contractor and any applicable sub-contractors or other parties involved with the project.

- **Progress Meetings**

The County, or Engineer of Record, shall be responsible for scheduling and administrating any meetings throughout the progress of the work as necessary to address any concerns, problems with the work, and outline future construction activities. The County, or Engineer of Record, shall record minutes from any scheduled meetings, as necessary, and distribute copies to all necessary parties as required to disseminate project information.

## **VI. Submittals**

Prior to commencement of construction for any project under this Contract, the Contractor shall submit two (2) copies of each of the following, as requested by the County, or Engineer of Record:

- Certificate of Compliance
  - Concrete Mixes
  - Asphalt Mixes
  - Aggregates & Stabilization Agents
  - Pipe, Reinforced Concrete
  - Pipe, Ductile Iron
  - Pipe, Polyvinyl Chloride
  - Precast Inlets & Manhole Sections
- Shop Drawings
- Construction Progress Schedules
  - The Contractor shall submit the initial progress schedule within five (5) days of receipt of the fully executed Task Order for County, or Engineer of Record review. The Contractor shall be required to revise and resubmit the progress schedule as requested by the County, or Engineer of Record. No work may start until the Contractor has an approved schedule.

## **VII. Quality Control**

The Contractor shall be responsible for complying with specified standards as a minimum quality for the authorized work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship. The work performed by the Contractor must be by person(s) qualified to produce workmanship of specified quality. Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession and current project. Upon request, Contractor shall furnish proof thereof.

- References
  - The Contractor shall conform to the most current reference standards in place at date of issue of each Task Order. The County shall notify the Contractor if he shall be required to obtain copies of standards related to a specific project. The Contractor shall be responsible for requesting clarification from the County, or Engineer of Record, in the event the specified reference standards conflict with the issued Task Order, Change Order, or Contract Amendment prior to performing any work for any project.
- Inspection & Testing Laboratory Services
  - The Contractor shall be required to employ the services of an independent firm, acceptable to the County, to perform inspection and testing where applicable as stated by the County, or Engineer of Record. The independent firm shall perform inspections, tests, and other related services as specified in

the scope of work for each project, or as required by the County, or Engineer of Record. The independent testing firm shall be a Florida certified Geotechnical Engineering company.

- Reports shall be submitted by the independent firm to the County, or Engineer of Record, electronically, indicating observations and results of tests and indicating compliance or non-compliance with the specifications provided by the County, or Engineer of Record. Two (2) additional copies of any test reports shall be submitted to the County.
- The Contractor shall notify the County, or Engineer of Record, and independent firm of any requirement for inspections or testing services at least **(24)** hours prior to operations. The Contractor shall be required to provide the independent firm with samples of materials, design mix, equipment, tools, storage and assistance as requested by the independent firm in order to accomplish comprehensive test results.
- Retesting required due to non-compliance with specified requirements shall be performed by the same independent firm upon instruction by the County, or Engineer of Record at no additional cost to the County.

### **VIII. Construction Facilities & Temporary Controls**

Upon receipt of a fully executed Task Order for any project, the Contractor shall be required to determine whether temporary power and service is necessary to perform the required services. If temporary power is necessary, the Contractor shall be required to coordinate with the Power Company to acquire power services and shall be responsible for paying for any temporary power provided by the Power Company for the duration of construction for the project. If temporary water service is necessary to perform the required services, the Contractor shall be required to coordinate with the local Utility provider to acquire water service and shall be responsible for paying for any temporary water services provided by the Utility provider during the duration of construction for the project.

The Contractor shall be responsible for providing and maintaining temporary sanitary facilities and enclosures throughout the duration of any project under this Contract.

#### **• Protection of Installed Work**

- The Contractor shall be required to provide temporary and removable protection to protect installed work and provide special protection as specified in the project scope of work. The Contractor shall be responsible for controlling all activity in the immediate work area to minimize damage to site, and installed work.
- Damages caused to installed work, or the work site due to failure by the Contractor to sufficiently protect the installed work and/or work area shall be the responsibility of the Contractor to correct at no additional cost to the County.

#### **• Progress Cleaning**

- The Contractor shall maintain all work areas in a clean and orderly condition, free of waste materials, debris, and rubbish throughout the duration of each project.
- The Contractor shall remove waste material, debris, and rubbish from the work area on a weekly basis, and dispose of all materials at a certified Solid Waste disposal site. Hazardous waste collected from any work area must be disposed of at an approved facility according to all applicable regulations. The Contractor shall be responsible for all fees and charges associated with the disposal of all materials collected and removed from any work area.

#### **• Removal of Utilities, Facilities & Controls**

- The Contractor shall be required to remove all temporary above-grade or buried utilities, equipment, facilities, materials, prior to completion inspection by the County, or Engineer of Record. All underground installations must be removed to a minimum depth of two feet (2').
- The Contractor shall restore areas damaged by installation or use of temporary work and existing facilities used during construction to original condition. Permanent facilities used during construction must be restored to a specified condition as determined by the County, or Engineer of Record.

## IX. Products

For the purposes of this Contract, “products” means new material, machinery, components, equipment, fixtures and systems forming the work. Machinery and equipment used for preparation, fabrication, conveying and erection of the work is not included.

The Contractor must provide interchangeable components of the same manufacturer for similar components.

### • Transportation & Handling

- The Contractor shall transport and handle products in accordance with the manufacturer’s instructions, promptly inspect shipments to assure products comply with requirements, quantities are correct and products are undamaged, and provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- Products damaged due to improper transporting and/or handling by the Contractor shall be replaced by the Contractor at no additional cost to the County.

### • Storage & Protection

- The Contractor shall store and protect products in accordance with manufacturer’s instructions, with seals and labels intact and legible, store sensitive products in weather-tight, climate controlled enclosures, place fabricated products on sloped supports above ground for exterior storage, provide off-site storage and protection when work area does not permit on-site storage or protection, cover products subject to deterioration with impervious sheet covering, provide ventilation to avoid condensation, store loose granular materials on solid flat surfaces in well-drained areas to prevent mixing with foreign matter, provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage, arrange storage of products to permit access for inspection, and periodically inspect to assure products are undamaged and are maintained under specified conditions.
- Products damaged due to improper storage and/or protection by the Contractor shall be replaced by the Contractor at no additional cost to the County.

## X. Erosion Control and Sedimentation Control

The Contractor shall implement a Sediment & Erosion Control Plan and a Stormwater Pollution Prevention Plan for the prevention, control, and abatement of erosion and water pollution throughout the duration of any project to comply with local and State of Florida water quality standards and regulations and Federal NPDES regulations.

The Contractor must carefully review the Sediment & Erosion Control Details and Stormwater Pollution Prevention Plan included within the Project Drawings, where provided. In the absence of Project Drawings, refer to:

- The *Florida Stormwater Erosion and Sedimentation Control Inspector’s (FSESCI) Tier I Manual*, Florida Department of Environmental Protection, most current edition (<https://www.fsesci.com/downloads/>);
- FDOT Standard Plans & Section 104, FDOT Standard Specifications for Road & Bridge Construction, most current edition;
- St. Johns County Land Development Code and/or
- The St. Johns River Water Management District Permit conditions/prevaling regulations.

The Contractor shall have a FDEP certified sedimentation and erosion control inspector on staff.

The Contractor shall plan and execute construction on any project by methods to

- Control surface drainage from cuts and fills and borrow and waste disposal areas;
- Prevent erosion and sedimentation and minimize amount of bare soil exposed at one time;
- Provide temporary measures such as berms, dikes and drains (by selective placement to avoid eroding surface silts or clays) to prevent water flow from entering/exiting construction fill and waste areas, and

shall periodically inspect earthwork to detect evidence of erosion and sedimentation and promptly apply corrective measures as necessary.

This includes, but is not limited to temporary grassing, silt screens, turbidity barriers, inlet filters, and other such measures which shall prevent the discharge of turbid waters from the construction area and minimize erosion within the limits of construction. Should any erosion occur, the Contractor shall repair eroded areas without delay and shall reimburse the County for any fines, fees, or penalties which may be imposed by regulatory agencies for failure to maintain proper erosion control and drainage structures.

**XI. Turbidity Monitoring**

The Contractor shall monitor the construction activities to ensure that the minimum requirements for erosion control and pollution prevention are met and shall take action as needed to maintain all erosion control measures implemented.

The Contractor shall be held liable for any fines levied against the County by any regulatory agency for violations of State Water Quality Standards.

Turbidity shall not exceed (29) Nephelometric Turbidity Units (NTU's) above background measured within the same watershed

**XII. Protection of Property**

The Contractor shall be required to ascertain the location of existing utilities, pipelines, and structures of any type below, on or above ground which may interfere with construction operations for any project.

All existing utilities, pipelines, poles, signs, mailboxes, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, planters, landscaping, traffic signs and signals, and other structures, fixtures or items either public or private, shall be protected from damage by the Contractor.

Wherever the underground installation of utility lines will proceed through surface improvements previously constructed or installed by the County, other governmental bodies, or adjacent property owners, the Contractor shall perform necessary removal and storage of such improvements and subsequent replacement to obtain, to the fullest extent possible, the undisturbed condition.

The Contractor shall be responsible for any damages to existing utilities, improvements, fixtures, or other items caused by construction operations for any project, or failure to provide sufficient protection or preservation. The Contractor shall repair, or replace any existing utilities, improvements, fixtures or other items damaged by construction operations at no additional cost to the County.

**XIII. Relocation of Existing Property**

Except as may otherwise be specified on the project plans, all mailboxes and property signs shall be relocated to a like position adjacent to the pavement, at the Right-of-Way line, or as prescribed by the U.S. Postal Service, at the first available opportunity of the Contractor once work around a mailbox or property sign has been completed, so that there is no unnecessary inconvenience for the affected property owner(s). The Contractor shall maintain property owner(s) access to all mailboxes at all times throughout the duration of the project so mail service is uninterrupted.

Mailboxes and/or property signs damaged by construction operations for any project shall be repaired and/or replaced by the Contractor as needed at no additional cost to the County.

**XIV. Unsuitable Material**

All unsuitable material located within the limits of the work area where construction is to take place shall be removed and replaced with suitable material by the Contractor. All unsuitable material designated for removal shall become the property of the Contractor and shall be removed from the project site and disposed of according to all applicable regulations. Unsuitable material shall include, but is not limited to, etc., as determined by the County, or Engineer.

Timber, stumps, brush, roots, rubbish and objectionable material resulting from clearing and grubbing shall become the property of the Contractor. The disposal of excavated muck (may use muck as a topsoil supplement) or other materials unsuitable for the construction of the project as determined by the County, or Engineer of Record shall be disposed of by the Contractor, and include, but not limited to:

- Clay
- Pile foundations
- Concrete railroad and street car tracks
- Railroad ties
- Debris
- Paving materials excavated in the removal of existing pavements such as:
  - Brick
  - Asphalt block
  - Concrete slabs
  - Limerock
  - Sidewalks
  - Curb and gutter, etc.

All costs for this work shall be included in the Contractor's submitted Unit Prices, and shall be in accordance with all Federal, State, and local laws, ordinances, regulations, and rules.

- **Limits of Over Excavation**

- The limits of over excavation to remove organic material (muck) are defined as follows:
  - a. Unsuitable material shall be excavated to a depth of twelve (12) inches below the bottom of the organic material (muck).
  - b. The width of over excavation shall be in accordance with the most current edition of Index 500 of the FDOT Roadway & Traffic Design Standards.
- The Contractor shall select a dewatering system which shall be maintained at least two feet (2') below the proposed depth of excavation required during all de-mucking operations. The Contractor shall also refer to the Dewatering Section of these Specifications.
- Where unsuitable material is encountered during construction operations for any project, but not previously designated for removal, the Contractor shall remove the unsuitable material and replace with suitable material to the satisfaction of the County, or Engineer. The limits of removal shall be to a depth of three feet (3') below the bottom of the roadway base and a width of twelve inches (12") outside the limit of the organic material (muck) or just below all pipe inverts in accordance with the Excavation for Structure Section of these Specifications.

- **Backfill Material & Compaction**

- Backfill shall be in accordance with Index 505 of the FDOT Roadway & Traffic Design Standards, using AASHTO A-3 materials. Compaction shall be in accordance with Section 120-9 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.
- The backfill soils shall be placed in level lifts not to exceed twelve inches (12") and compacted to achieve a density of at least one hundred percent (100%) of the maximum density as determined by the AASHTO T-99, Method C.
- If the replacement of unsuitable material exhausts the supply of stockpiled suitable material obtained from regular roadway excavation, the Contractor shall import Class A-3 sand to the project site to meet the need for fill and backfill.

- **Suitable Soil (A-3 Material)**
  - Upon request by the County, or Engineer of Record, the Contractor shall be required to pre-qualify all A-3 material brought on site in accordance with the AASHTO Soil Classification System by employing the use of an independent testing laboratory for soil classification.
- **Unsuitable Soil/Utility Conflict**
  - In the event the Contractor encounters unsuitable soil conditions and existing utilities are not scheduled for removal or replacement, the Contractor shall support and protect the utilities in place during removal and replacement of all unsuitable material.
  - For construction of proposed water mains, force mains, or reuse mains, the removal of unsuitable material and backfill requirements shall be in accordance with the Notes and Detail sheets included in any applicable project drawings.

**XV. Utility Coordination**

The Contractor shall be responsible for the complete coordination of all utility relocation activities on any project. It shall be the Contractor’s responsibility to ensure that the relevant utility relocation is scheduled in an appropriate fashion so as to minimize the effect of utility work on the overall project schedule. No contract change orders shall be approved based upon time delays created by the utility relocation efforts on any project. Unknown utility conflicts discovered during the course of construction will be resolved on a case-by-case basis.

- **Existing Utilities**
  - Known surface and sub-surface utilities shall be shown or noted on the project drawings, where provided, as accurately as available information will permit. The Contractor shall be responsible for reviewing and checking such information (in the field or by as-built review) for accuracy. The County makes no representative or guarantee concerning the accuracy or completeness of such information shown or noted, or that utilities other than those indicated do not exist.
  - The Contractor shall be responsible for locating all utilities either on or contiguous to the site and taking sufficient precautions to safely protect, support, and maintain such utilities throughout the duration of construction, whether or not such utilities are accurately shown in the project drawings.
  - Customer service lines and other utilities that traverse the proposed construction are not normally shown on the project drawings and any damages thereto shall be the sole responsibility of the Contractor to correct at no additional cost to the County.
  - The following list of utility companies or agencies with services within the County:

<u>Agency</u>	<u>Phone</u>
St. Johns County (Water & Sewer)	(904) 209-2622
St. Johns County Fire Rescue (Fire Marshall)	(904) 209-1700
City of St. Augustine (Water & Sewer)	(904) 209-4273
Florida Power & Light	(904) 824-7647
Peoples Gas System (TECO)	(904) 443-7355
Florida Gas Transmission Co.	(407) 838-7114
Comcast Communications	(904) 547-0697
AT&T	(904) 699-4976
Windstream	(352) 363-7809
North Beach Utilities (Vilano Beach)	(904) 824-1806
JEA (Water & Sewer)	(904) 312-2104

- The Contractor shall be responsible for requesting line rubber protection (when needed) from Utility Companies at least ten (10) working days in advance of any project.
- **Protection of Utilities during Construction**
  - The Contractor shall be responsible for protection of existing and proposed utility systems throughout the duration of construction on any project. Caution shall be used where the required construction will temporarily reduce the minimum cover requirements over existing or proposed utilities regardless of



where they are shown on the project drawings.

- **Temporary Utilities**

- All water, electricity, and other utilities required in accomplishing the work on any project shall be furnished and installed by the Contractor. The Contractor shall be responsible for obtaining water from fire hydrants, existing water main connections or new connections as approved by the County, and shall be the sole responsibility of the Contractor with no additional cost to the County.

## **XVI. Utility Conflicts**

- **Sequence of Construction for Utilities**

- Where shown on the project drawings, or called for within the scope of work for any project, it shall be the Contractor's responsibility to schedule the construction and relocation of the affected utilities within the limits of construction. This scheduling shall be at the sole discretion of the Contractor. However, failure by the Contractor to review the relationship between component systems, relocate or adjust in conjunction with or prior to the drainage and/or roadway construction will not constitute an unanticipated conflict in regards to any project regardless of where the utility is shown on the project drawings.

- **Adjustments during Construction**

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

- **Unknown Conflicts**

- Unknown conflicts are defined as being either horizontal or vertical in nature.
- In the event the Contractor discovers an unknown conflict that could not have been reasonably avoided as outlined in the Adjustments during Construction section above, he shall contact the County, or Engineer of Record, for verification and approval of the resolution method. If the resolution causes an increase or decrease to the Task Order amount, such work shall be authorized through a fully executed Change Order.

- **Schedule of Work**

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

## **XVII. Temporary Traffic Control**

The Contractor shall review the Traffic Control Plan Sheets for the specific requirements for the maintenance and phasing of traffic during construction of each project. In the absence of plan sheets, the Contractor shall follow Section 102 of the FDOT Standard Specifications for Road & Bridge Construction, FDOT Design Standards Index 600 and the Manual of Uniform Traffic Control Devices, most current editions.

The Contractor shall have a FDOT certified Maintenance of Traffic supervisor on staff who is available 24 hours a day for any MOT issues. The Contractor may subcontract the Maintenance of Traffic (MOT) and devices to a FDOT certified Maintenance of Traffic provider. The individual responsible for maintaining daily traffic control through the work zone shall be certified FDOT Advanced MOT. The Contractor shall be required to furnish the names and phone numbers of at least two (2) individuals who may be contacted (24) hours a day in the event of an emergency. Traffic control devices as required by the maintenance of traffic plan shall be maintained in proper order at all times throughout the duration of the contract.

Improper traffic maintenance shall be grounds to stop construction on any project until proper devices and/or

controls are implemented by the Contractor.

- **Temporary Traffic Control Plan**

- Prior to the beginning of construction for any project, the Contractor shall be responsible for developing a Temporary Traffic Control Plan to be approved by the County, or Engineer of Record. If the Contractor chooses to accept the Traffic Phasing Plans included with the project drawings, he shall notify the County or Engineer of Record in writing, stating his acceptance. In the absence of plan sheets, the Contractor shall follow Section 102 of the FDOT Standard Specifications for Road & Bridge Construction, FDOT Design Standards Index 600 and the Manual of Uniform Traffic Control Devices, most current editions.
- If the Contractor chooses not to use the Maintenance of Traffic Plans included with the project drawings, he shall submit an alternative plan for approval by the County or the Engineer of Record. The alternative plan shall be signed and sealed by a Professional Engineer licensed in the State of Florida.

- **Access**

- The Contractor shall not close any street, road, or private way, unless specifically stated on the project plans and approved by the County prior to any closure. If the County, or Engineer, renders any street or private way unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary measures as shall be acceptable to the County, or Engineer. The Contractor, at his expense, shall maintain streets, roads, private ways, and sidewalks passable; and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.
- The Contractor shall maintain at least one (1) lane of traffic at all times for side streets and business accesses.
- Sidewalks that are impassable or unsafe shall be barricaded and signs shall be posted noting that the sidewalk is closed. Ingress and egress shall be provided at all times for local residents.

- **Limitations of Operations**

- The Contractor shall maintain two (2) lanes of traffic, one (1) lane in each direction, through the peak hour periods identified below:
  - a. Peak hour traffic periods Monday thru Friday: 6:00AM to 9:00AM and 3:00PM to 6:00PM
  - b. Weekends: Saturday – 12:00PM to 6:00PM and Sunday – 9:00AM to 1:00PM
  - c. Major Holidays (to be verified by County):
    - If celebrated on Monday – from 3:00PM the Friday before, to 9:00AM the Tuesday after
    - If celebrated on Friday – from 3:00PM the Thursday before, to 9:00AM the Monday after
  - d. Special Events (each year):
    - Tournament of Players Championship (TPC)

The exact dates are set each year and if necessary, the County will suspend the Contract Time on a project when the Contractor is not allowed to work on the job due to the above Special Events only. For time periods during periods of lane closures, the Contractor shall maintain one (1) lane of traffic open and controlled for alternating two (2) direction traffic.

- **Safety**

- It is the Contractor's responsibility to ensure that work is properly lighted, barricaded, and in all respects safe in regard to public travel, to persons on or about the work, or to public or private property. It is the Contractor's responsibility to ensure that his employees have and wear the appropriate safety gear and use the "Stop/Slow" paddles when under a one lane Traffic operation.

- **Traffic Interference**
  - The Contractor shall plan and coordinate his work with the County to minimize traffic interferences. The rules and instructions of the County shall be followed for the public benefit.
  - Construction operations on drainage and sidewalk construction shall be carefully planned and scheduled so that the normal flow of local vehicular and pedestrian traffic shall be maintained at all times. It is understandable that providing for such local traffic will require some inconvenience to the users, but such inconvenience must be kept at an absolute minimum.
- **Drainage**
  - The Contractor shall insure positive drainage on all travel lanes during his construction operations.

**XVIII. Storage of Equipment & Materials**

The Contractor shall use due care in safe operations and shall provide adequate facilities for proper storage of materials, tools, and/or equipment, and it shall be the responsibility of the Contractor to provide locked storage and/or sufficient guards to prevent injury or vandalism.

The Contractor shall not (except after written consents from the property owner) enter or occupy with men, tools or equipment, any land outside the right-of-way or property of the County. **A copy of the written consent must be provided to the County and/or Engineer of Record, when obtained.**

**XIX. Project Surveying**

**All surveying work must be provided by the Contractor, including construction staking (i.e. grade stakes, lines and levels).** Construction layout and staking of the proposed work area shall be done under the supervision of a registered land surveyor or engineer authorized to practice in the State of Florida under the provisions of Chapter 472 or 471, Florida Statutes, respectively.

**The Contractor shall provide all surveys necessary to commence and perform all work.** All work shall be done to the lines, grades, and elevations shown on the project drawings. Any work done without being properly located will be ordered removed and replaced at the Contractor's expense.

The Contractor shall be responsible for monuments, benchmarks, geometric curve data (if any) and all other boundaries at the conclusion of the project, to allow for future reference.

- **Survey, Grade Stakes and As-Builts**
  - Any reference points, points of intersection, property corners, or bench marks which are disturbed during construction shall be restored by a Professional Surveyor and Mapper registered to practice in the State of Florida, at the Contractor's expense.
  - An "As-Built" Survey shall be submitted at the time of Final Inspection scheduling for County review and approval unless otherwise approved by County.

**XX. Environmental Protection**

- **Dust Control**
  - Trucked water shall be used as needed to prevent airborne dust. If the County, or Engineer of Record determines it is necessary to control dust from time to time during the progress of work on any project the Contractor shall do so at no additional cost to the County.
- **Litter**
  - The Contractor shall be required to control, collect, and dispose of all litter excavated or exposed by the work as directed by the County, or Engineer of Record.
- **Burn Control**
  - Burning of clearing and grubbing debris generated on any project may be burned as allowed by the SJC Fire Marshall. The Contractor must receive written permission to burn debris by obtaining a burn permit as required prior to burning any materials.

- The Contractor is required to haul off and dispose of all debris from burning as required by all applicable local, state, and federal regulations.
- During non-burn conditions, as defined by the County, the Contractor shall be responsible for disposal of all non-burn materials.
- **Water Control**
  - The Contractor shall grade the project site to drain, shall maintain excavations free of water, shall provide, operate and maintain pumping equipment, shall protect site from puddling or running water, and shall provide water barriers as required to protect site from soil erosion. The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against weather conditions and for handling all storms, flood and groundwater, sewer, or other seepage, that may be encountered during the performance of the contract.
- **Erosion & Sedimentation Control**
  - See X. Erosion & Sedimentation Control

## **XXI. Dewatering**

The Contractor is responsible for maintaining dry excavations during the performance and inspection of the work, including, but not limited to, storm drainage structures, pipe culverts and storm sewers, and stabilized subgrade. The Contractor shall select a dewatering system suitable to the work being performed and the soils being dewatered.

**At no time shall water be permitted to rise into the excavation during construction**, and water levels shall be maintained at a level that will prevent the bottom of the excavation from pumping and/or deteriorating.

If, at any time, the Contractor fails to maintain groundwater at sufficient elevations in the opinion of the County, or Engineer of Record, modifications or changes to the dewatering system shall be made by the Contractor as directed by the County, or Engineer of Record, and shall be at no additional cost to the County.

- **Roadway Construction**
  - If the Contractor encounters high groundwater elevations during the performance of the work for any project, it is the Contractor's responsibility to implement and maintain temporary dewatering measures until the permanent groundwater control systems are constructed.

## **XXII. Construction Limits**

The Construction Limits encompass the entire Right-of-Way, easements and all Temporary Construction Easements as shown on the project drawings. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to the limits shown on the project drawings and shall not encumber the premises with his materials.

- **Encroachments**
  - The Contractor shall not (except upon written consent from the property owner) enter or occupy with men, tools, equipment, or materials, lands outside the easements, right-of-ways or property of the County. A copy of the written consent from the property owner shall be provided to the County, or Engineer.
  - The Contractor shall be responsible for any encroachments on rights or property of the public or adjoining property owners and shall hold the County harmless because of any encroachments which may result due to his lack of proper layout. In the event of any encroachments, the Contractor shall, at no additional cost to the County, remove any work or that portion of any work which encroaches on the property of others, or that is built beyond legal building or setback limits, and shall rebuild the affected work or portion of work at the proper locations and in full compliance with the scope of work.

## **XXIII. Project Clean-Up**

Upon completion of the work on any project, and before Final Acceptance and Payment, the Contractor shall remove from the right-of-ways and adjacent property, all false work, equipment, surpluses, and discarded

materials, rubbish, and temporary structures, shall restore in an acceptable manner, all property, both public and private, which has been damaged during the performance of the work, and shall leave the waterways unobstructed and the roadway in a neat and presentable condition.

The placing of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owner(s), shall not constitute satisfactory disposal of materials. However, the Contractor will be allowed to temporarily store equipment, surplus materials, usable forms, etc, on a well-kept site, owned or leased by him, adjacent to the project, but no discarded equipment, materials, or rubbish shall be placed on such site.

Areas adjacent to the project right-of-way, used as a plant site, materials storage area, or equipment yard shall, that are no longer needed by the Contractor for such purposes, shall be shaped and dressed in close conformity to their original appearance.

As requested by the County, the Contractor shall be required to mow the sodded and/or seeded and mulched areas seven (7) days prior to Final Inspection and/or Final Acceptance, and this requirement shall be at no additional cost to the County.

## **DIVISION 2 – SITE WORK**

### **I. Reference Standards**

Except as may be otherwise specified on project plans, or herein, the applicable sections of the Florida Department of Transportation (FDOT), Standard Specifications for Road & Bridge Construction, most current edition, referred to hereinafter as the Standard Specifications, shall apply. All references in the Standard Specifications to “the Department”, or “Department’s State Materials and Research Engineer at Gainesville” shall be deleted, and “The Contract Administrator” inserted. All references to Method of Measurement and Basis of Payment shall be deleted.

Except as may be otherwise shown in the project plans, or specified herein, the applicable details of the State of Florida Department of Transportation, Standard Plans, most current edition, shall apply.

All work shall conform to the latest version of State of Florida Accessibility Code.

The Manual of Uniform Traffic Control Devices, most current edition, shall also be applicable standards for roadside signs, striping, pavement markings, and maintenance of traffic.

#### **• Intent**

- The Contract Documents are complementary, what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall notify the County, or Engineer in writing prior to proceeding with the work affected thereby.
- Any work that may reasonably be inferred from the Specifications of project drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.
- Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the work to be done.

#### **• Interpretation of Dimensions and Quantities**

- Any estimate of quantities of work to be done and materials to be furnished under the scope of work for any project is for illustrative purposes only. The County does not assume responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the pricing proposal and the execution of the work on any project.
- Figure dimensions on project drawings shall govern over scale dimensions, and detailed project

drawings shall govern over general project drawings.

- Existing dimensions and clearances shall be verified by the Contractor prior to laying out the work on any project.
- **Work Not Covered by Specifications**
  - Proposed construction and any contractual requirements not covered by these Specifications may be covered by notes shown on the project plans or by supplemental specifications or special provisions for the contract, and all requirements of such supplemental specifications or special provisions shall be considered as a part of these Specifications.

## **II. Mobilization/Demobilization**

Mobilization shall consist of the preparatory work and operations in mobilizing for beginning work and demobilizing upon completion of work on any project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, as well as any and all applicable Federal, State and Local laws and regulations.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

## **III. Temporary Traffic Control**

See DIVISION 1 – GENERAL REQUIREMENTS, XVII. Temporary Traffic Control

### **● Temporary Pavement**

- In any applicable temporary traffic control plans, when reference is made to temporary pavement, this is to be defined as an asphaltic concrete driving surface. The Contractor shall refer to any applicable project plans for the temporary pavement section requirements.
- In accomplishing the work required for construction or any project, no limerock or base course material shall remain exposed to traffic for more than (24) hours without having an asphalt surface applied. This requirement is applicable to all cuts of existing pavement for any purpose.
- Temporary pavement repair shall conform to the existing profile of the roadway surface to provide for drainage and a relatively smooth riding surface under all weather conditions. Repaired surfaces shall be maintained by the Contractor until they are overlaid or replaced by the permanent pavement.

## **IV. Prevention, Control, & Abatement of Erosion & Water Pollution**

See DIVISION 1 – GENERAL REQUIREMENTS, X. Erosion & Sedimentation Control

### **● Silt Fence & Inlet Protection**

- Prior to construction on any project, and as a minimum standard, the Contractor shall install temporary silt fence and inlet protection in accordance with FSESCI Tier I Manual or the project drawings (where provided). The Contractor shall maintain the silt fences, inlet protection, and other erosion control measures until final acceptance of the project.
- As a minimum standard, inlet protection devices shall be cleaned and/or replaced as per FSESCI Tier I Manual recommendations.
- As a minimum standard, silt fences shall be replaced at regular intervals not exceeding twelve (12) months.

Once construction has been completed, a stand of grass has been established and prior to final acceptance, the Contractor shall remove and dispose of the temporary silt fence and inlet protection in accordance with FSESCI Tier I Manual recommendations and or project drawings (where provided).

## V. Clearing & Grubbing

Clearing and grubbing shall be in accordance with Section 120 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

### • Requirements

- Clearing and grubbing shall include the complete removal and disposal of all timber, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the surface of the existing ground or located under the surface of the excavated areas whether or not they are shown on any available project plans. Tree removal permits shall be obtained on an as-needed basis.
- Unless otherwise provided, the work shall also include, but not be limited to saw cutting, removal and disposal of existing asphalt or concrete pavement and the removal and disposal of drainage pipe culverts, headwalls, endwalls, etc.

### • Areas Covered

- Unless otherwise shown on the project plans, or specified herein, clearing and grubbing shall be done within the following areas:
  - a. All areas where necessary to accomplish any project as directed by the project plans and specifications.
  - b. All areas where excavation will be done, including borrow pits, lateral ditches, right-of-way ditches, etc.
  - c. All areas where roadway embankments or roadway base will be constructed.
  - d. All areas where structures will be constructed, including pipe culverts and other pipe lines.

### • Depths of Removal of Roots, Stumps & Other Debris

- In areas where excavation is to be done and where the excavated material is to be used in the construction of roadway embankment or roadway base or pavement, all stumps, roots, and other debris shall be removed to a depth of at least one foot (1') below finished grade or the bottom of the base course or roadway embankment finish grade. Removal of unsuitable material shall be in accordance with the Unsuitable Material section herein.

### • Disposition of Material

- Title to Materials: Except as otherwise specified, surplus material from excavation, trash, debris, and materials resulting from clearing, grubbing, and other operations shall become the property of the Contractor, and shall be disposed of in accordance with any and all applicable local, state, and federal laws and regulations.

### • Cleanup

- Debris & Rubbish: the Contractor shall remove and transport debris and rubbish in a manner that shall prevent spillage on streets or adjacent areas. The Contractor shall be responsible for collecting and removing any materials that spill onto streets or adjacent areas during transport. The Contractor shall be responsible for compliance with all applicable federal, state and local hauling and disposal laws, and regulations.

## VI. Excavation & Embankment

Excavation and embankment shall be performed in accordance with Section 120 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

### • Disposal

- Sub-Article 120-5. 4 "Disposal Areas" is amended as follows: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, Contractor, without additional compensation, shall dispose of materials at approved sites within the County in accordance with all Federal, State, and Local laws, ordinances, rules and regulations.

## **VII. Excavation for Structures**

Excavation for structures shall be performed in accordance with Section 125-4.1 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

- **Foundation Preparation**

- The Contractor shall over excavate at least two feet (2') of the clay soils below manhole bases and one foot (1') below pipeline inverts, if needed, and replace and compact with structural backfill to final bearing elevation. Compacted structural fill shall then be placed around and above structures and pipelines to final grade. Compaction shall be in accordance with Section 120 of the FDOT Standard Specifications for Road & Bridge Construction, most current Edition.
- The Contractor shall maintain a dewatering system to sufficiently lower the water table in these areas at least two feet (2') below the proposed depth of excavation. The dewatering system should not be decommissioned until sufficient deadweight exists on the structure to prevent uplift.

## **VIII. Stabilizing**

Stabilization of the roadway sub-grade shall be in accordance with Section 160 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

- **Requirements**

- The work specified in this section consists of the preparation of the firm and unyielding sub-grade having the required bearing value specified in the project drawings and/or prevailing specification. It is intended that the desired bearing value be obtained regardless of the quality of the existing soil or materials available on the site.
- All roadway sub-grade construction in excess of four hundred feet (400') in length shall be tested for LBR value.

## **IX. Topsoil**

Topsoil shall be placed in accordance with Section 162 of the FDOT Supplemental Specifications for Road & Bridge Construction, most current edition.

In accordance with the FDOT Standard Specifications, the over excavated muck layer (if suitable) removed from a project site shall be used as a supplement and mixed with the existing material in quantities sufficient to achieve the minimum organic level and pH range.

## **X. Limerock Base**

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

- **Equipment & Materials**

- The limerock material shall meet the requirements stated above, and shall be either Miami or Ocala formation but not both. The limerock shall be spread by mechanical rock spreaders equipped with a device which strikes off the limerock uniformly to laying thickness. For intersections, roadway widths less than twenty feet (20'), or where impractical to use a mechanical spreader, spreading may be done with bulldozers or blade graders.

- **Transporting Limerock**

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

- **Spreading Limerock**

- The limerock shall be spread uniformly, with equipment as previously specified. All segregated areas



of fine or coarse rock shall be removed and replaced with properly graded rock.

- When the specified compacted thickness of the base is greater than six inches (6”), the base shall be constructed in two (2) courses. The thickness of the first course shall be half the total compacted thickness of the finished base or thick enough to bear the weight of construction equipment without disturbing the sub-grade.
- Limerock base for shoulder construction shall be placed before the final course of pavement for the traveled roadway. Any limerock placed on the surface course of the traveled roadway shall be immediately swept off. The placing of limerock for shoulder construction shall not damage or scar the surface course of the adjacent roadway for any reason. The Contractor shall be responsible for correcting any damage or scars caused by the improper placing of limerock at no additional cost to the County.

- **Compacting and Finishing Base**

- For single course base, after spreading is complete the entire surface shall be scarified and shaped to produce the required grade and cross section after compaction.
- For double course base, the first course shall be cleaned of foreign materials, and bladed to a cross section approximately parallel to the finished base. Prior to placement of the second course, the first course shall be compacted as required by the project plans and density tests demonstrating compliance with compaction requirements shall be provided to the County, or Engineer of Record. After spreading limerock for the second course, the surface shall be finished and shaped to produce the required grade and cross section after compaction. The second course shall be free of foreign material.
- When the material does not have the proper moisture content to ensure the required density, wetting or drying shall be required. When water is added, it shall be uniformly mixed in by disking to the full depth of the course which is being compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted.
- As soon as proper moisture conditions are attained, the limerock shall be compacted to one hundred percent (100%) of maximum density as determined by AASHTO T180. Limerock base for shoulder areas shall be compacted to ninety eight percent (98%) density. Limerock for the travel way shall achieve a minimum LBR of one hundred (100). Limerock for shoulder base shall achieve an LBR of one hundred (100).
- A minimum of three (3) density tests shall be performed on each day’s final compaction operation on each course and density tests shall be performed more frequently if deemed necessary by the County, or Engineer. During final compaction, operations, if blading is required to obtain the true cross section and true grade, the compacting operations for affected areas shall be completed prior to density testing on the finished base.

- **Correction of Defects**

- If, at any time, the sub-grade becomes mixed with the limerock base, the Contractor shall remove the mixture, reshape, and compact the sub-grade, and replace the removed limerock which shall be reshaped and compacted according to the specifications above.
- If cracks or checks appear in the base, either before or after priming, which would damage or impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by scarifying, reshaping, adding base material where necessary and compacting.
- Where base construction cannot be accomplished with the use of standard compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers or other special equipment which achieves the density requirements.

- **Testing Surface**

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

- **Priming & Maintaining**

- The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed ninety percent (90%) of the optimum moisture of the base material. At the time of prime coat application, the base shall be firm, unyielding, and in compliance with the project specifications to achieve the desired grade and cross slope.
- The Contractor shall assure that the true crown and templet are maintained with no rutting or distortions and that the base meets all specifications at the time of surface course application.
- **Thickness Requirements**
  - Thickness of the base shall be measured at intervals of not more than two hundred feet (200'). Measurements shall be taken at various points on the cross section through holes a minimum of three inches (3") in diameter.
  - Where the compacted base is deficient by more than a half inch (1/2") from the thickness called for in the project plans, the Contractor shall scarify, place additional material one hundred feet (100') in each direction, and compact to the required thickness, slope, and density as specified.

#### **XI. Prime & Tack Coats for Base Courses**

The application of prime and tack coats shall be in accordance with Section 300 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

The work specified in this section consists of the application of bituminous prime coats on previously prepared bases and the application of bituminous tack coats on previously prepared asphalt bases, on existing pavement surfaces and between lifts of an asphaltic base course. All such work shall be accomplished in accordance with the above referenced specifications and in conformity with the lines, dimensions and notes shown in the project plans.

- **Tack Coats Required**

- Tack coats shall be required on the following surfaces:
  - a. Between successive surface courses
  - b. Between successive leveling courses
  - c. Between the leveling and surface courses
  - d. On old pavements to be patched, leveled or resurfaced

#### **XII. Milling of Existing Asphalt Pavement**

The milling of existing asphalt pavement shall be in accordance with Section 327 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

#### **XIII. Type S Asphalt Concrete**

Construction of Superpave Asphalt Concrete pavement shall be in accordance with Section 334 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

All such work shall be accomplished in accordance with the above stated specifications and in conformity with the lines, dimensions, grades and notes shown on the project drawings.

#### **XIV. Portland Cement Concrete**

The use of Portland cement concrete shall be in accordance with Section 347 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

The work included under this section consists of furnishing any and all materials, forms, transportation, equipment and performing all necessary labor to do all the plan and reinforced concrete work shown on the project drawings, or incidental to the proper execution of the work on any project. Delivery tickets for all materials shall be sent to the County Project Manager or Inspector electronically after placement has been performed.

- **Strength Requirement**
  - Unless otherwise specified on the project drawings or herein, all concrete shall have a (28) day minimum compressive strength requirement of three thousand (3,000) pounds per square inch.
- **Cutting Concrete**
  - Concrete curb, curb and gutter, sidewalk, and driveway shall be removed to neatly sawed edges with saw cuts to a minimum depth of one and one half inches (1 ½”).
  - Concrete sidewalks or driveways to be removed shall be neatly sawed in straight lines parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than thirty inches (30”) in either length or width. If the saw cut in sidewalk or driveway would fall within thirty inches (30”) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge.
  - If a saw cut in concrete curb, curb and gutter, or pavement falls within three feet (3’) of a construction joint, contraction joint, expansion joint, edge, or inlet top, the concrete shall be removed to the joint, edge, or inlet top.

#### **XV. Drainage Structures**

Except as may be otherwise specified on the project plans, or herein, all drainage structures shall be in accordance with Section 425 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, and Index 400 of the FDOT Standard Plans, most current edition.

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

#### **XVI. Pipe Culverts & Storm Sewers**

All reinforced concrete pipe (RCP), elliptical reinforced concrete pipe (ERCP) and corrugated metal pipe (CMP) shall be in accordance with Section 430 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, and the FDOT Design Standards, most current Edition. All RCP and ERCP shall be metal reinforced.

Standard concrete pipe shall meet the design requirements of Class III Wall B of ASTM C76. The process of manufacture and the details of the pipe design, including the strength of the concrete, will be inspected or checked at the County’s option.

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

- **Filter Fabric Jacket**
  - All elliptical and round concrete pipe joints (and lifting holes, if any) shall receive a filter fabric jacket in accordance with Index No. 280 of the FDOT Design Standards, most current edition, and the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

Drainage system must be video inspected and accepted by County prior to final paving per St. Johns County Land Development Code, most current edition.

#### **XVII. Sidewalks & Driveways**

Except as may be otherwise specified on the project plans, or herein, construction of concrete sidewalks and driveways shall be in accordance with Section 522 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, the FDOT Design Standards, most current edition, and the notes and details

shown in the project drawings.

The work specified in this section consists of the construction of concrete sidewalk and driveways in accordance with the above stated specifications, and in conformity with the lines, grades, dimensions, and notes shown in the project plans.

Sidewalks – Unless otherwise noted in the project drawings or directed by the County, all concrete sidewalks shall be four (4) inches thick. Foundations for concrete sidewalk shall be graded so the top of the sidewalk is a minimum of six inches (6”) above grade. Fill material shall be added, as needed, to slope from the top of sidewalk to existing grade. Where the project plans call for the removal and/or replacement of sidewalk, the sidewalk grades shall match the previous existing grade, except as may be directed by the County to do otherwise. In no cases shall there be a drop-off more than one inch (1”) along the edge of the sidewalk measured from the top of the sidewalk to the top of sod.

Joints shall be in accordance with Index 310 of the FDOT Standard Plans, most current edition.

The Contractor shall make provisions to protect curing concrete including, but not limited to from vandalism, and rain, the covering of concrete with plastic sheeting and the placement of temporary fencing.

Driveways – Unless otherwise noted on the project drawings, all concrete driveways shall be six inches (6”) thick. Layout and construction of driveway turnouts shall be in accordance with Index 515 of the FDOT Design Standards, most current edition. Foundations for concrete driveways shall be graded to meet the adjacent property at the right-of-way line or the proposed grades shown on the contract drawings.

#### **XVIII. Concrete Ditch Pavement**

Construction of concrete ditch pavement shall be in accordance with Section 524 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, Index 281 of the FDOT Design Plans, most current edition, and the notes and details shown on the project drawings.

The work specified in this section consists of the construction of concrete pavement in the flow channel of drainage ditches and on roadway slopes, in accordance with the above stated specifications and the lines, grades, and dimensions shown on the project drawings.

Unless otherwise noted on the project drawings, all concrete ditch pavement (including turndowns) shall be four inches (4”) thick with 6x6/10/10 Welded Wire Fabric (WWF).

Weepholes shall be constructed as shown on the project drawings.

#### **XIX. Sodding**

All non-paved, disturbed areas shall be sodded with Argentine Bahia type or like kind sod unless otherwise authorized by the County. Sodding shall be in accordance with Section 570 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

The work specified under this section shall include the furnishing of all labor, materials and equipment necessary to sod grass on slopes, shoulders and all other specified areas called for on the project drawings.

The sod shall be taken up in commercial-size rectangles, or rolls, preferably twelve inches by twenty four inches (12”x24”) or larger, except where six inch (6”) strip sodding is called for, or as rolled sod at least twelve inches (12”) in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of one and one fourth inches (1-1/4”) thick including a three quarter inch (3/4”) thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable within a period of three months from installation.

The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand

all necessary handling. It shall be planted within (48) hours after being cut and kept moist from the time it is cut until it is planted. No sod which has been cut for more than (48) hours may be used unless specifically authorized by the County, or Engineer. A letter of certification from the turf Contractor as to when the sod was cut, and what type, shall be provided to the County, or Engineer upon delivery of the sod to the job site. The source of the sod may be inspected and approved by the County, or Engineer prior to being cut for use in the work.

## **XX. Seeding**

The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached stating the date of harvest, LOT number, percent purity, percent germination, noxious weed certification and date of test. Each of the species or varieties of seed shall be furnished and delivered in separate labeled bags. During handling and storing, the seed shall be cared for in such a manner that it will be protected from damage by heat, moisture, rodents and other causes. All permanent and temporary turf seed shall have been tested within a period of six months of the date of planting. All permanent and temporary turf seed shall have a minimum percent of purity and germination as follows:

- All Bahia seed shall have a minimum pure live seed content of 95% with a minimum germination of 80%.
- Bermuda seed shall be of common variety with a minimum pure live seed content of 95% with a minimum germination of 85%.
- Annual Type Ryegrass seed shall have a minimum pure live seed content of 95% with a minimum germination of 90%.

## **XXI. Mulching**

The mulch material shall be compost meeting the requirements of Section 987 of the FDOT Standard Specifications for Road & Bridge Construction, hardwood barks, shavings or chips; or inorganic mulch materials as approved by the Engineer; or hydraulically applied wood fiber mulch or bonded fiber matrix (BFM) for the establishment of turf material.

## **XXII. Highway Signing**

Highway signing shall be in accordance with Section 700 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition with Supplemental Specifications and shall be constructed as shown on the project plans.

Highway signing shall also conform to the Manual of Uniform Traffic Control Devices, most current edition.

## **XXIII. Painted Traffic Stripes**

The painting of temporary traffic stripes shall be in accordance with the Traffic Control Phasing Plans included within the project drawings. Temporary striping shall also be in accordance with Section 710 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

All yellow pigment used shall not contain any lead or chromium compounds.

## **XXIV. Thermoplastic Traffic Stripes & Markings**

The application of new thermoplastic traffic stripes and markings, or refurbishment of existing thermoplastic traffic stripes and markings shall be in accordance with Section 711 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

- **Thermoplastic**
  - Use only thermoplastic materials listed on the Approved Products List (APL). The County or Engineer shall take random samples of all material in accordance with FDOT's Sampling, Testing & Reporting Guide Schedule.
    - a. **Initial or Recapped Stripes & Markings:** The Contractor shall use only materials meeting the requirements of Sections 971-1 and 971-5 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

- b. **Refurbishing Existing Stripes & Markings:** The Contractor shall use only materials meeting the requirements of Sections 971-1 and 971-5 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition, or Section 971-6 when specified by the project plans.
  - c. **Preformed Stripes & Markings:** The Contractor shall use only materials meeting the requirements of Sections 971-1 and 971-7 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.
- **Glass Spheres**
    - The Contractor shall use only glass spheres listed on the Approved Product List (APL), meeting the requirements of Sections 971-1 and 971-2 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition. The County, or Engineer, shall take random samples of all glass spheres in accordance with ASTM D 1214 and the FDOT Sampling, Testing & Reporting Guide Schedule.
  - **Sand**
    - The Contractor shall use only materials meeting the requirements of Section 971-5.4 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.

**EXHIBIT "B"**

**CONTRACTOR'S UNIT PRICE BID**



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

September 22, 2022

#### **Bid No: 22-112; As-Needed Construction Services for Countywide Roadway Drainage & Infrastructure Maintenance**

St. Johns County hereby issues this Notice of Intent to Award A.W.A. Contracting Co., Inc., Constantine Constructors, Inc., DB Civil Construction, LLC, and G&H Underground Construction, Inc. as responsive, responsible Bidders under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, BAS, CPPB, Senior Procurement Coordinator, via email at [dfye@sjcfl.us](mailto:dfye@sjcfl.us) or phone at 904-209-0162.

**St. Johns County, FL  
Board of County Commissioners  
Purchasing Division**

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", written over a horizontal line.

Leigh A. Daniels, CPPB  
Purchasing Manager  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)  
(904) 209-0154 - Direct

Date: 9/22/22





ST. JOHNS COUNTY, FL  
 BID TABULATION  
 REVISED 09/09/2022

OPENING DATE: 9/7/2022  
 OPENED BY: Jordy Fusco *JF*  
 VERIFIED BY: Diana M. Fye  
 POSTING DATE: 9/9/2022

BID NO./TITLE: 22-112; As-Needed Construction Services for  
Countywide Roadway Drainage & Infrastructure  
Maintenance

BIDDERS	TOTAL UNIT PRICE BID						
Constatine Constructors, Inc.	\$550,708.91						
A.W.A Contracting Co., Inc.	\$755,147.45						
DB Civil Construction, LLC	\$1,310,119.00						
G&H Underground Construction, Inc	\$739,962.95						

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.