

RESOLUTION NO. 2023 - 125

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 23-30; PALM VALLEY ROAD SIDEWALK – PHASE I FROM LANDRUM LANE TO CANAL BOULEVARD – FDOT FIN #450657-1-54-01 TO DB CIVIL CONSTRUCTION, LLC AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the County is progressing with the project to construct a concrete sidewalk along Palm Valley Road from north of Landrum Lane to Canal Boulevard, in St. Johns County, Florida, which generally includes approximately 2,700 linear feet of concrete sidewalk, approximately 1,200 linear foot of new stormwater piping, ditch regrading to facilitate sidewalk construction and provide stormwater conveyance, ADA curb ramps, clearing and grubbing, dewatering, erosion control measures, driveway construction, fencing, maintenance of traffic, utility coordination, sodding, and signing and pavement markings.; and

WHEREAS, through the County’s formal Bid process, DB Civil Construction, LLC was the lowest, responsive, responsible bidder; and

WHEREAS, the County finds that entering into a contract for completion of the work serves a public purpose, and the contract will be in substantial conformance with the attached draft; and

WHEREAS, the project will be funded by the SJC Public Works Department.

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. 23-30 to DB Civil Construction, LLC as the lowest, responsive, responsible bidder.

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: 23-30.

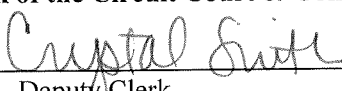
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of April, 2023.

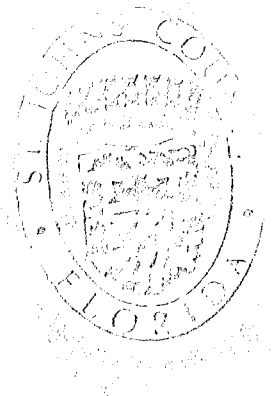
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk

Rendition Date APR 18 2023





MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 23-MCA-DBC-17863

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This Master Construction Agreement (“Contract”) is made this _____ day of _____, 2023 (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 **DB CIVIL CONSTRUCTION, LLC** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 4475 US 1 South, Suite 707, St. Augustine, FL 32086, Phone: 386-256-7460, and E-mail: dbaylor@DBCivilConstruction.com, for **BID NO. 23-30; PALM VALLEY ROAD SIDEWALK – PHASE I FROM LANDRUM LANE TO CANAL BOULEVARD – FDOT FIN #450657-1-54-01**, hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

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 are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County’s Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Palm Valley Road Technical Specs Updated Sept_Oct 2022
 - ii. Exhibit B – Final Construction Plans – Palm Valley Road Sidewalk
 - iii. Exhibit C – SJRWMD Permit 165036-1
 - iv. Exhibit D – Right of Way Certification
 - v. Exhibit E – FDOT Grant Agreement FIN 450657-1-54-01
- e) Bonds and Insurance furnished by the Contractor
- f) Bid Documents and Bid Forms with all addenda thereto for Bid No. 23-30

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 submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 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.

1.1.4 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-licensing 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.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. 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 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.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with 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 Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 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 its 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.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 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.

1.2.3 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.

1.2.4 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.

1.2.5 Contract Time: The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.

1.2.6 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.

1.2.7 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.

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

1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

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

1.2.11 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.

1.2.12 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.

1.2.13 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.

1.2.14 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.

1.2.15 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.

1.2.16 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.

1.2.17 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.

1.2.18 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.

1.2.19 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.

1.3 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 Project Description

The Palm Valley Road Sidewalk – Phase I project requires the Contractor to provide any and all labor, materials and equipment to construct a concrete sidewalk along Palm Valley Road from north of Landrum Lane to Canal Boulevard, a distance of approximately 2,700 linear feet, in accordance with construction plans, permits and technical specifications. The project also includes approximately 1,200 linear foot of new stormwater piping and ditch regrading to facilitate sidewalk construction and provide stormwater conveyance. Work also includes ADA curb ramps, clearing and grubbing, dewatering, erosion control measures, driveway construction, fencing, maintenance of traffic, utility coordination, sodding and signing and pavement markings, as specified in the Contract Documents.

2.2 Labor and Materials

2.2.1 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.

2.2.2 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.

2.2.3 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.

2.2.4 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.

2.3 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.

2.4 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.

2.5 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.

2.6 Reporting Requirements

2.6.1 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.

2.6.2 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.

2.7 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.

2.8 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.

2.9 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.

2.10 Existing Utility Lines

2.10.1 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.

2.10.2 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.

2.11 Taxes

2.11.1 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.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue

Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 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.

2.12.2 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.

2.13 County Furnished Items

2.13.1 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.

2.13.2 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.

2.13.3 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.

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **ninety (90)** consecutive calendar days as may be extended pursuant to Paragraph 8.2 of this Contract. Final Completion shall be reached within **thirty (30)** consecutive calendar days after Substantial Completion.

3.1.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the 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. 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 Substantial Completion

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.3.4 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.

3.4 Final Inspection

When all the Work 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 Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 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.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$1,665** per day for each and every calendar day of unexcused delay "Liquidated Damages". 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 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 are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 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.

3.6 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

4.1.1 This Contract is a LUMP SUM Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein a total Lump Sum price of **Seven Hundred Thirty-Five Thousand Nine Hundred Fifty Dollars (\$735,950.00)**, the "Contract Price". The cost of any item of Work not covered by a specific Lump Sum shall be included in the Lump Sum price to which the item is most applicable.

4.1.2 If required by the County, Contractor shall have included unit prices in the base Lump Sum. Such unit prices shall apply to revisions to the Work as directed by the County in accordance with Article IX. Unit prices are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

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.

4.7 Final Payment

4.7.1 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 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- 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.

4.7.2 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.

4.7.3 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 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.

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 CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Public Works Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 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.

9.1.2 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.

9.2 Changes in the Contract Time

9.2.1 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.

9.2.2 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.

9.2.3 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.

9.2.4 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.

9.3 Changes in the Contract Price

9.3.1 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.

9.3.2 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.

9.3.3 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.

9.3.4 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.

9.3.5 In the event there is an extreme, unforeseeable increase to the cost of project materials during the course of this Contract, in excess of twenty percent (20%), the Contractor must provide documentation demonstrating the original amount of the quoted materials, the updated quote for materials, and two (2) or more additional quotes from alternate sources for the materials demonstrating the Contractor is providing the best value to the County. The County will review the information provided in accordance with this Article IX.

9.4 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.

9.5 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.

9.6 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 X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 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.

10.1.2 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.

10.2 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.

10.3 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 XI CONTRACT SUSPENSION AND TERMINATION

11.1 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.

11.2 Termination

11.2.1 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.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in

default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 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.

11.2.6 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.

11.2.7 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.

11.2.8 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.

11.2.9 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 XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 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.

12.1.2 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.

12.1.3 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.

12.1.4 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.

12.1.5 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.

12.1.6 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.

12.1.7 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.

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

12.2 Indemnity

12.2.1 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.

12.2.2 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.

12.2.3 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.

12.2.4 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.

12.2.5 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.

12.2.6 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.

12.2.7 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.

12.2.8 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.

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

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.2 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

13.3 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.

13.4 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.

13.5 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.

13.6 Additional Coverages

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

13.6.1 Professional Liability.

13.6.1.1 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.

13.6.1.2 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.

13.6.2 Builders Risk.

a. 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.

13.6.2.2 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.

13.6.2.3 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.

13.6.3 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.

13.7 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.

13.8 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 XIV MISCELLANEOUS

14.1 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.

14.2 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.

14.3 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.

14.4 Applicable Law

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

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 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.

14.12 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.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties 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, as provided herein and signed by authorized representatives of both parties.

14.14 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.

14.15 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.

14.16 Equal Employment Opportunity

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

14.16.1 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.

14.16.2 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.

14.16.3 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.

14.16.4 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.

14.16.5 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.

14.16.6 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.

14.16.7 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.

14.16.8 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.

14.17 Public Records

14.17.1 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.

14.17.2 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.

14.17.3 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

14.18 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.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 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.

14.19.2 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.

14.20 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
Email Address: ldaniels@sjcfl.us

DB Civil Construction, LLC
4475 US 1 South, Suite 707
St. Augustine, FL 32086
Attn: Connie Baylor, Manager
Email Address: Estimating@DBCivilConstruction.com

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)

ATTEST:

St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

Contractor:

DB Civil Construction, LLC (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

| | |
|----------------|--|
| Contract No. | 23-MCA-DBC-17863 |
| Project Title: | Palm Valley Road Sidewalk – Phase I from Landrum Lane to Canal Boulevard – FDOT FIN #450657-1-54-01 |

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

| | |
|--|------------------------------------|
| Owner: St. Johns County (hereafter "County") | County Department/Division: |
| Contract No.: 23-MCA-DBC-17863 | Contractor Name: |
| Project: Palm Valley Road Sidewalk – Phase I from Landrum Lane to Canal Boulevard – FDOT FIN #450657-1-54-01 | Contractor Address: |
| Project Address: | Contractor License No.: |
| Payment Amount: | Amount of Disputed Claims: |

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.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

March 2, 2023

**Bid No: 23-30; Palm Valley Road Sidewalk – Phase I from Landrum Lane to Canal Boulevard –
FDOT FIN #450657-1-54-01**

St. Johns County hereby issues this Notice of Intent to Award to DB Civil Construction, LLC as the lowest, responsive, responsible Bidder 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 or phone at (904) 209-0162.

Sincerely,
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
(904) 209-0154 – Direct

Date: _____

3/2/23



ST. JOHNS COUNTY, FL
BID TABULATION

BID NO./TITLE: 23-30; Palm Valley Road Sidewalk - Phase I from Landrum Lane to Canal Boulevard - FDOT FIN #450657-1-54-01

OPENING DATE: 2/15/2023
OPENED BY: Diana Fye *[Signature]*
VERIFIED BY: Bryan Matus *[Signature]*
POSTING DATE: 2/16/2023

| BIDDERS | LUMP SUM BID PRICE | | | | | | |
|--|--------------------|--|--|--|--|--|--|
| AJ General Construction Services, Inc. | \$2,310,000.00 | | | | | | |
| CGC, Inc. | \$1,126,580.00 | | | | | | |
| DB Civil Construction, LLC | \$735,950.00 | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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.

BID NO: 23-30

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: TITLE

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

DATE SUBMITTED: February 15th 2023

BID PROPOSAL OF

DB Civil Construction, LLC
Full Legal Company Name

4475 US 1 South, Suite 707, St. Augustine, FL 32086 / 386-256-7460

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for **Bid No: 23-30; Palm Valley Road Sidewalk – Phase I From Landrum Lane to Canal Boulevard – FDOT FIN# 450657-1-54-01** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

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

\$ 735,950.00

Total Lump Sum Bid Price (Numerical)

Seven Hundred Thirty Five Thousand Nine Hundred Fifty and 00 /100 Dollars
Total Lump Sum Bid Price (Amount written or typed in words)

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

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

The Lump Sum Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

BID NO: 23-30

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

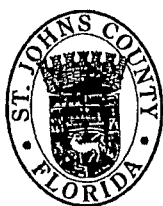
No.: 1 Date Received: February 7, 2023
No.: _____ Date Received: _____
No.: _____ Date Received: _____

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

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

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

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



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

February 7, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-30; Palm Valley Road Sidewalk Phase I from Landrum Lane to Canal Boulevard - FDOT FPN #450657-1-54-01

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their submitted Bid as provided in the Bid Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Sheet 7 General Notes and Construction Requirements Note 19 states, "SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER."


Sheet 7 General Notes and Construction Requirements Note 14 states, "THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL/DISPOSAL OF ANY UNSUITABLE MATERIALS INCLUDING BUT NOT LIMITED TO DEBRIS SUCH AS BROKEN CONCRETE, ROOTS, TREES, MUCK, ETC. FROM HIS OPERATION AND FURNISHING AND COMPACTING SUITABLE REPLACEMENT BACKFILL MATERIAL." A similar note is listed under Demolition Requirements Note 4.

The Plans do not show any unsuitable materials to be removed and replaced, and a geotechnical report has not been provided. Should bidders include the removal and replacement of any unsuitable materials in our bid, or will a change order be issued for this scope of work if unsuitable materials are discovered? Including a contingency amount in our bid for an unknown scope of work will substantially increase the bid amount.

Answer: Any Unsuitable material anticipated to be encountered shall be included in the Contractor's Lump Sum Bid Price.

**SUBMITTAL DEADLINE FOR BIDS REMAINS:
WEDNESDAY, FEBRUARY 15, 2023 AT 2:00 PM**

Bidder Acknowledgment


Signature

Carrie Baylor / Manager
Printed Name/Title

DB Civil Construction, LLC
Respondent Company Name

END OF ADDENDUM NO. 1

BID NO: 23-30

CORPORATE/COMPANY {LLC}

Full Legal Company Name: DB Civil Construction, LLC (Seal)

By: Connie Baylor Connie Baylor, Manager
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 4475 US 1 South, Suite 707, St. Augustine, FL 32086

Telephone No.: (386) 256-7460 Fax No.: ()

Email Address for Authorized Company Representative: Estimating@DBCivilConstruction.com

Federal I.D. Tax Number: 82-1245533 DUNS #: 072134928
(If applicable)

INDIVIDUAL

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

Address: _____

Telephone No.: () Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO: 23-30

ATTACHMENT A

ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The Undersigned authority, Connie Baylor ("Affiant"), who being duly sworn, deposes and states that he/she is the Manager (Title) of the Bidder DB Civil Construction, LLC (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 23-30; Palm Valley Road Sidewalk - Phase I From Landrum Lane to Canal Boulevard - FDOT FIN# 450657-1-54-01, in St. Johns County, Florida.

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

DATED this 15 day of February, 2023

Connie Baylor
Signature of Affiant

Connie Baylor
Printed Name of Affiant

Manager
Printed Title of Affiant

DB Civil Construction, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15 day of February, 2023 by Connie Baylor, who is personally known to me or has produced _____ as identification.



Victoria Grace Murphy
Notary Public
My Commission Expires: 2/10/26

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

BID NO: 23-30

ATTACHMENT B

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Dalton Baylor, certify that I am the Secretary of the corporation named as Principal in the foregoing; that Connie Baylor, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then Manager (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

Dalton Baylor

Signature of Secretary

DB Civil Construction, LLC

Full Legal Name of Corporation (Bidder)

STATE OF Florida

COUNTY OF St. Johns

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, Connie Baylor / Dalton Baylor (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this 15 day of February, 2023 by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____



[Signature]
Notary Public
My Commission Expires: 2/10/2026

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

ATTACHMENT C

CONTRACTOR'S QUALIFICATIONS STATEMENT

I, Connie Baylor, Manager hereby certify that DB Civil Construction, LLC
(Authorized Company Representative Name & Title) (Full Legal Company Name)

has performed and is licensed in the State of Florida as a Certified General Contractor (CGC) or a Certified Underground Utility and Excavation Contractor (CUC). I also certify that the above named company is capable of bonding any Task Order in excess of \$100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

Connie Baylor 2-15-27
Signature Date

Connie Baylor, Manager
Name & Title of Representative

BID NO: 23-30

ATTACHMENT D

LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held, and FDOT Pre-qualification Letters for required FDOT Work Classes.

The bidder shall attach a copy of each current license, certifications, and/or FDOT pre-qualification letters listed below to this form.

| License(s)/Certificate(s)/ Pre-Qualifications | License # | Issuing Agency | Expiration Date |
|---|---|------------------------------|-----------------|
| State of Florida Business License | | SUNBIZ | |
| Certified General Contractor (CGC) | | | |
| Certified Underground Utility and Excavation Contractor (CUC) | DB Civil Construction, LLC CUC4557977 | DBPR | August 31, 2024 |
| FDOT Pre-Qualification – Sidewalk | DB Civil Construction, LLC F821245533001 | FDOT | 06/30/2023 |
| FDOT Pre-Qualification – Drainage | DB Civil Construction, LLC F821245533001 | FDOT | 06/30/2023 |
| Women Business Certification | DB Civil Construction, LLC | Office of Supplier Diversity | 05/17/2024 |
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Department of State / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
DB CIVIL CONSTRUCTION, LLC

Filing Information

| | |
|-----------------------------|--------------|
| Document Number | L17000064257 |
| FEI/EIN Number | 82-1245533 |
| Date Filed | 03/21/2017 |
| State | FL |
| Status | ACTIVE |
| Last Event | LC AMENDMENT |
| Event Date Filed | 07/21/2017 |
| Event Effective Date | NONE |

Principal Address

4475 US1 South
SUITE 707
ST. AUGUSTINE, FL 32086

Changed: 01/08/2021

Mailing Address

4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Changed: 01/08/2021

Registered Agent Name & Address

BAYLOR, DALTON
4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Name Changed: 03/09/2020

Address Changed: 01/08/2021

Authorized Person(s) Detail

Name & Address

Title Manager

BAYLOR, CONNIE
4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Title Authorized Member

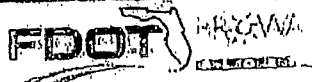
BAYLOR, DALTON
4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2021 | 01/08/2021 |
| 2021 | 02/19/2021 |
| 2022 | 01/25/2022 |

Document Images

| | |
|--|--------------------------|
| 01/25/2022 - ANNUAL REPORT | View image in PDF format |
| 02/19/2021 - AMENDED ANNUAL REPORT | View image in PDF format |
| 01/08/2021 - ANNUAL REPORT | View image in PDF format |
| 03/31/2020 - AMENDED ANNUAL REPORT | View image in PDF format |
| 03/09/2020 - AMENDED ANNUAL REPORT | View image in PDF format |
| 01/21/2020 - ANNUAL REPORT | View image in PDF format |
| 01/23/2019 - ANNUAL REPORT | View image in PDF format |
| 03/26/2018 - ANNUAL REPORT | View image in PDF format |
| 07/21/2017 - LC Amendment | View image in PDF format |
| 03/21/2017 - Florida Limited Liability | View image in PDF format |



GREATER ORLANDO
AVIATION AUTHORITY



1000 N. GORRISON BLVD
ORLANDO, FL 32817
(407) 241-1000

Florida Unified Certification Program
Disadvantaged Business Enterprise (DBE)
Certificate of Eligibility

DB CIVIL CONSTRUCTION LLC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
237110

Samuel (Sammy) Febres
DBE & Small Business Development Manager
Florida Department of Transportation



Tampa
International
Airport

TAU ALANSEL





Ron DeSantis, Governor

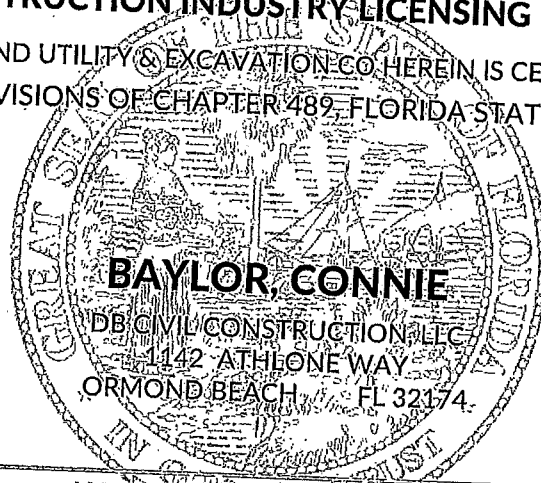
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



BAYLOR, CONNIE

DB CIVIL CONSTRUCTION, LLC
1142 ATHLONE WAY
ORMOND BEACH, FL 32174

LICENSE NUMBER: CUC1224644

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

State of Florida
Woman Business Certification

DB Civil Construction, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
05/17/2022 to 05/17/2024



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

ATTACHMENT E

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

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

The Bidder shall attach to Bidder's Proposal a copy of the following licenses/permits, as applicable, for each subcontractor listed below:

- State of Florida Business License
- Certified General Contractor (CGC)
- Certified Underground Utility and Excavation Contractor (CUC)
- FDOT Pre-Qualification – Sidewalk
- FDOT Pre-Qualification – Drainage

| Company Name | Division/Discipline | Primary Contact Name | Contact Number and Email Address |
|--------------|---------------------|----------------------|----------------------------------|
| TBD | | | |
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ATTACHMENT F

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 23-30; Palm Valley Road Sidewalk – Phase I From Landrum Lane to Canal Boulevard – FDOT FPN #450657-1-54-01

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

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

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

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

Please check the appropriate statement:

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

Legal Name of Respondent: DB Civil Construction, LLC

Authorized Representative(s): Connie Baylor Connie Baylor, Manager
Signature Print Name/Title

Signature Print Name/Title

BID NO: 23-30

St. Johns County Board of County Commissioners

ATTACHMENT G

DRUG-FREE WORKPLACE FORM

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

DB Civil Construction, LLC

Name of Firm

does:

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

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



Signature

2-15-23

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2022

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

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


| | | | |
|---|--|--|--|
| PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412 | | CONTACT NAME: Denise DAbato PHONE (A/C No, Ext): (386) 239-7281 E-MAIL ADDRESS: Denise.DAbato@bbrown.com FAX (A/C No): (386) 323-9121 | |
| INSURED DB CIVIL CONSTRUCTION, LLC 4475 US-1 SOUTH SUITE 707 ST. AUGUSTINE FL 32088 | | INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Company NAIC # 44520 INSURER B: Auto-Owners Insurance Company 18988 INSURER C: XL Specialty Insurance Company 37885 INSURER D: Bridgefield Casualty Insurance Company 10335 INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 2022-23 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADOL | SUBR | INSD | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|------|------|------|-----|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EPK-140198 | 08/28/2022 | 08/28/2023 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Pollution \$ \$5m/\$5m COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | 5185713701 | 08/28/2022 | 08/28/2023 | EACH OCCURRENCE \$ AGGREGATE \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | Y/N | 196-53348 | 07/26/2022 | 07/28/2023 | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Equipment Floater | | | | | UM00116969MA22A | 06/28/2022 | 06/28/2023 | Leased/rented \$250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|-----------------------------------|---|
| CERTIFICATE HOLDER | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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BID NO: 23-30

ATTACHMENT I

EXPERIENCE OF BIDDER

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

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects equal to or greater than the scope of the project specified herein. The County reserves the right to consider alternate and/or additional projects to demonstrate qualification for this work.

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

By: DB Civil Construction, LLC
Bidder

2-15-23
Date

Samir Baidya
Authorized Signature

| DATE OF CONTRACT | CLIENT'S NAME, ADDRESS, PHONE AND EMAIL | CONTRACT AMOUNT | PROJECT AND LOCATION |
|------------------|---|-----------------|---|
| January 2020 | FDOT – Project #427986-1-72-20 Charles Long – (407) 415-0764 | \$413,864.50 | Volusia Drainage Repair Volusia County, FL |
| January 2021 | Putnam County Mike Rodriguez – (386) 329-0346 | \$407,150.00 | E Towles Rd Drainage Putnam County, FL |
| January 2020 | City of Winter Haven Ron Bach – (863) 287-3928 | \$527,492.04 | Winter Haven Access Road Winter Haven, FL |

ATTACHMENT J

CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes _____ No X

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

- Description of every action Captions of the Litigation or Arbitration
- Amount at issue
- Name (s) of the attorneys representing all parties:
- Amount actually recovered, if any
- Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration. N/A

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. N/A

4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

N/A

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

Yes _____ No X If yes, on separate sheet(s), provide an explanation of those instances.

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes N/A No _____ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state. N/A

8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes _____ No X If yes, on separate sheet(s) explain in detail.

ATTACHMENT K

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, Connie Baylor ("Affiant"), being duly authorized by and on behalf of DB Civil Construction, LLC ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: 4475 US 1 South, Suite 707, St. Augustine, FL 32086
2. I am duly authorized as Manager (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**~~

Connie Baylor
Signature of Affiant

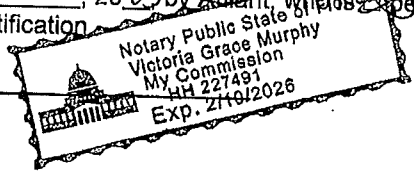
Connie Baylor, Manager
Printed Name & Title of Affiant

DB Civil Construction, LLC
Full Legal Name of Respondent

2-15-23
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of February, 2023 by Affiant, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



2/10/2026
My Commission Expires

BID NO: 23-30

ATTACHMENT L


NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Connie Baylor

SIGNATURE: 

TITLE: Manager

DATE: 2-15-23

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Connie Baylor

Dalton Baylor

BID NO: 23-30

ATTACHMENT M

E-VERIFY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I, Connie Baylor (hereinafter "Affiant"), being duly authorized by and on behalf of DB Civil Construction, LLC (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. BID NO: 23-30 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Contractor's breach.

DATED this 15 day of February, 2023

Connie Baylor
Signature of Affiant

Connie Baylor
Printed Name of Affiant

Manager
Printed Title of Affiant

DB Civil Construction, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15 day of February, 2023, by Connie Baylor, who is personally known to me or has produced AS Identification.

Notary Public State of Florida
Victoria Grace Murphy
My Commission
#H 227491
Exp. 2/10/2028
Notary Public
My Commission Expires: 2/10/28

ATTACHMENT N

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must complete and sign this Attachment to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment.

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- Must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Connie Baylor
Signature – Authorized Respondent Representative

Connie Baylor, Manager
Printed Name & Title

2/15/23
Date of Signature

This Receipt is issued pursuant to
County ordinance 87-36

2022/2023 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

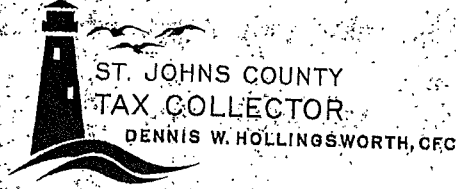
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business Type Underground Utilities (L)
Location 4475 S US1 # 502
St Augustine FL 32086

Business Name DB Civil Construction LLC

Owner Name DB Civil Construction LLC

Mailing Address 4475 S US1 Ste 502
St Augustine, FL 32086



Account 1083180
EXPIRES September 30, 2023

**New Business
Transfer**

| | |
|----------------|-------|
| Tax | 18.00 |
| Penalty | 0.00 |
| Cost | 0.00 |
| Total | 18.00 |

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

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

This form becomes a receipt only when validated below

Paid by receipt(s) 2021-992007570 on 07/19/22 for \$18.00.

BID NO: 23-30

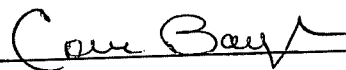
ATTACHMENT O

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Connie Baylor

SIGNATURE: 

TITLE: Manager

DATE: 2-15-23

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Dalton Baylor

Connie Baylor

BID NO: 23-30

ATTACHMENT P

(Complete and Submit Attachment "P" for Prime Bidder and each proposed Sub-Contractor.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, DB Civil Construction, LLC of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:

DB Civil Construction, LLC

By Carrie Bayer Signature

Carrie Bayer, Manager Name and Title

4475 US 1 South, Ste 707 Street Address

St. Augustine, FL 32086 City, State, Zip

2-15-23 Date

St. Johns County BOCC Sub-Recipient's Name

Division Contract Number

450657-1-54-01 FIN Project Number

ATTACHMENT Q

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: DB Civil Construction, LLC

By: Connie Baylor Date: 2-15-23

Authorized Signature: Connie Baylor

Title: Manager



EQUIPMENT LIST

- ❖ Case Mini Ex 37
- ❖ Cat 335
- ❖ Hitachi Mini Ex 35
- ❖ Hitachi Mini Ex 55
- ❖ John Deere 85G
- ❖ LinkBelt 80X3
- ❖ LinkBelt 145X1LC
- ❖ LinkBelt 235
- ❖ Hitachi Loader 80
- ❖ Hitachi Loader 80
- ❖ Hitachi Loader 140
- ❖ Hitachi Loader 180
- ❖ Hitachi Loader ZW156-6
- ❖ Hitachi Loader ZW220-6
- ❖ John Deere Grader 670 GP
- ❖ John Deere Doz. 450
- ❖ Komatsu Doz. P39
- ❖ Cat Skid 289
- ❖ Bobcat Skid T740
- ❖ Bobcat Sweeper attachment
- ❖ Road Hog 48" Milling Head
- ❖ Fecon Mulching Head
- ❖ Sakai Roller SV2040
- ❖ Bomag Roller BW2110-50
- ❖ Hamm Double Roll Drum
- ❖ Laymoor Sweep Master 300
- ❖ Broce Broom BB250
- ❖ Broce Broom BB250
- ❖ Cat Light tower
- ❖ Conex 20' Container

Rentals Available If Needed

BID NO: 23-30

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated February 15, 2023.

For
PALM VALLEY ROAD SIDEWALK – PHASE I FROM LANDRUM LANE TO CANAL BOULEVARD
– FDOT FIN# 450657-1-54-01
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 9th day of February A.D., 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 23-30

WITNESSES:

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

WITNESSES:

[Signature]
[Signature]

DB Civil Construction, LLC

PRINCIPAL: _____

DB Civil Const.
NAME OF FIRM: _____

Con Bayn
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Manager
TITLE

4475 US-1 South, Ste. 707

BUSINESS ADDRESS

St. Augustine, FL 32086

CITY

STATE

Western Surety Company

SURETY: _____

XX

CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL)
Sean McCauley, Jr.

151 N. Franklin St, 17th Floor

BUSINESS ADDRESS

Chicago, IL 60604

CITY

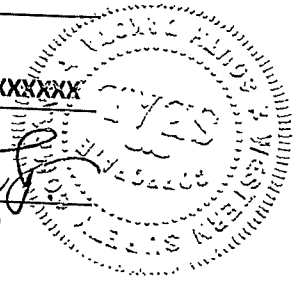
STATE

McCauley Bond Agency LLC

NAME OF LOCAL INSURANCE AGENCY

WITNESS:

[Signature]
Madeline Ward



NOTARY ACKNOWLEDGEMENT

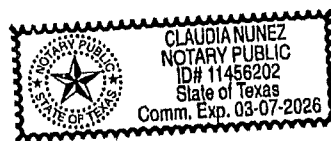
State of Texas

County of Dallas

On this the 9th day of February, 2023, before me, Claudia Nuñez (name of notary), personally appeared Sean McCauley, Jr., known to me (or satisfactorily proven) to be the person(s) whose name(s) is (is or are) subscribed to the within instrument and acknowledged that he (he/she/they) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Date: 02/09/2023



Claudia Nuñez

Notary Public

Print Name: Claudia Nuñez

Notary ID: 1145620-2

My Commission Expires:

March 7, 2026

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Claudia Nunez, Sean McCauley Jr, Bridget Truxillo, Benjamin K Farley, Sam Duckett, Katie Rooney, Individually

of Dallas, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

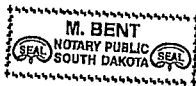
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of October, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of February, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

State of Florida



Department of State

I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

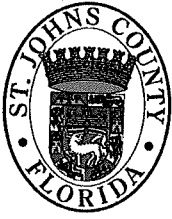
I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of May, 1994



CR2EO22 (2-91)

Jim Smith
Secretary of State



St. Johns County Board of County Commissioners

Purchasing Division

February 7, 2023

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-30; Palm Valley Road Sidewalk Phase I from Landrum Lane to Canal Boulevard - FDOT FPN #450657-1-54-01

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their submitted Bid as provided in the Bid Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

- 1. Sheet 7 General Notes and Construction Requirements Note 19 states, "SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER."

Sheet 7 General Notes and Construction Requirements Note 14 states, "THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL/DISPOSAL OF ANY UNSUITABLE MATERIALS INCLUDING BUT NOT LIMITED TO DEBRIS SUCH AS BROKEN CONCRETE , ROOTS, TREES, MUCK, ETC. FROM HIS OPERATION AND FURNISHING AND COMPACTING SUITABLE REPLACEMENT BACKFILL MATERIAL." A similar note is listed under Demolition Requirements Note 4.

The Plans do not show any unsuitable materials to be removed and replaced, and a geotechnical report has not been provided. Should bidders include the removal and replacement of any unsuitable materials in our bid, or will a change order be issued for this scope of work if unsuitable materials are discovered? Including a contingency amount in our bid for an unknown scope of work will substantially increase the bid amount.

Answer: Any Unsuitable material anticipated to be encountered shall be included in the Contractor's Lump Sum Bid Price.

**SUBMITTAL DEADLINE FOR BIDS REMAINS:
WEDNESDAY, FEBRUARY 15, 2023 AT 2:00 PM**

Bidder Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 1



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

INVITATION FOR BIDS NO: 23-30

**PALM VALLEY ROAD SIDEWALK – PHASE I
FROM LANDRUM LANE TO CANAL BOULEVARD
– FDOT FIN# 450657-1-54-01**

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

FINAL: 01/05/2023

**BID NO: 23-30; PALM VALLEY ROAD SIDEWALK – PHASE I
FROM LANDRUM LANE TO CANAL BOULEVARD – FIN# 450657-1-54-01**

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Instruction to Bidders

Official County Bid Form

Attachments:

- "A" – St Johns County Board of County Commissioners Affidavit
 - "B" – Certificate as to Corporate Principal
 - "C" – Contractor's Qualification Statement
 - "D" – License/Certification/FDOT Work Class Pre-Qualification List
 - "E" – List of Proposed Sub-Contractors/Suppliers
 - "F" – Conflict of Interest Disclosure Form
 - "G" – Drug-Free Workplace Form
 - "H" – Proof of Insurance
 - "I" – Experience of Bidder Form
 - "J" – Claims, Liens, Litigation History
 - "K" – Public Entity Crimes Statement
 - "L" – Non-Collusion Certification
 - "M" – E-Verify Affidavit
 - "N" – Local Preference
 - "O" – Certificate of Compliance with Florida Trench Safety Act
 - "P" – Debarment, Suspension, Ineligibility, Voluntary Exclusion Form
 - "Q" – Certification for Disclosure of Lobbying Activities
- Bid Bond

EXHIBITS – SEPARATE ATTACHMENTS

EXHIBIT A – TECHNICAL SPECIFICATIONS

EXHIBIT B – CONSTRUCTION PLANS

EXHIBIT C – ST. JOHNS RIVER WATER MANAGEMENT DISTRICT GENERAL PERMIT

EXHIBIT D – RIGHT OF WAY CERTIFICATION

EXHIBIT E – FDOT STATE-FUNDED GRANT AGREEMENT FIN# 450657-1-54-01

END OF TABLE OF CONTENTS

BID NO: 23-30

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO: 23-30; Palm Valley Road Sidewalk – Phase I from Landrum Lane to Canal Boulevard – FDOT FIN# 450657-1-54-01

DEFINITIONS

All Terms used within this Invitation for Bids ("IFB") shall have the meaning as defined in the St. Johns County Purchasing Policy, or as defined herein.

COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All terms and conditions of the St. Johns County Purchasing Policy ("Policy") and associated procedures are incorporated into the Bid Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

This Invitation for Bids and subsequent Contract award shall be conducted in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any Bidder that does not comply with the applicable requirements set forth in the Policy and associated procedures.

BIDDER'S REPRESENTATION

By submitting a Bid, each Bidder represents that Bidder has read and understands all information and requirements provided in the Bid Documents, that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided in the Bid Documents. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

BID DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions provided herein.

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

SUBSTITUTIONS

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

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

PRE-BID MEETING

There will be a **Non-Mandatory** Pre-Bid Meeting on **Thursday, January 26, 2023 at 10:00 AM EST** in the Public Works Main Conference Room at the St. Johns County Public Works Department, 2750 Industry Center Road, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Meeting in order to be eligible to submit a bid for this project. Interested firms are highly encouraged to visit the site prior to the Pre-Bid Meeting to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Diana M. Fye, BAS, CPPB, Senior Procurement Coordinator, St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed to Ms. Fye, **in writing**, via email at dfye@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Bryan Matus, Senior Procurement Coordinator at bmatus@sjcfl.us or Justin Tahilramani, Senior Procurement Coordinator at jtahilramani@sjcfl.us.

LOBBYING PROHIBITION

In accordance with Section 9 of the St. Johns County Purchasing Policy, Bidders **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award of a contract under this Invitation for Bids.

QUESTIONS

Any and all questions related to this project shall be directed, **in writing**, to the Designated Point of Contact. Questions are due no later than Four o'clock (**4:00PM**) **EST** on **Thursday, February 2, 2023**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

Any changes, clarifications, revisions, deletions, documents or information provided by the County after broadcast of this Invitation for Bids will be provided via addendum, and posted to Demandstar (www.demandstar.com) with the Bid Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download the issued Addenda for inclusion in their submitted Bid. Bidders may also request any addenda from the Designated Point of

Contact, in writing. It is the responsibility of the Bidder to acquire any Addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, documents and information provided by addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into the submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and provide a copy of each Addendum signed by the Bidder's authorized representative.

BID SUBMITTAL REQUIREMENTS

Bidders shall be submit **one (1) original hard copy** on the required forms provided herein no later than two o'clock (**2:00PM EST**) on **Wednesday, February 15, 2023**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders shall not include the Front End Bid Documents with their Bid. Bidders shall complete, sign and submit, at a minimum, the Official County Bid Forms, all required Attachments, and Addenda as provided herein.

Bids must be placed in a sealed envelope or container, addressed to St. Johns County Purchasing Division, and plainly marked with the Bidder's return address and "**BID NO: 23-30; Palm Valley Road Sidewalk – Phase I From Landrum Lane to Canal Boulevard – FDOT FIN# 450657-1-54-01**"

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

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

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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

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

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

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

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

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

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

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

BID SECURITY

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

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit **Attachment "B"** – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

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

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

BID BOND INSTRUCTIONS

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

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been

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

5. Failure to submit a bid bond shall result in a Bidder being deemed non-responsive and removed from consideration of award.

BID POSTPONEMENT/CANCELLATION

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

MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Bidder.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, Bids received will be opened publicly as specified in the Bid Documents. The Bid Tabulation will be posted to Demandstar upon verification of all information.

Rejection of Bids: The County reserves the right to reject any or all Bids that do not meet the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, if the formality or irregularity does not materially impact the submitted Bid.

Acceptance of Bid (Award): The County shall have the right to determine the low Bidder on the basis of the Total Bid Amount, or the sum of the Base Bid and/or the Alternates (if applicable) in order to best serve the interest of the County.

It is the intent of the County to award to the lowest responsive, responsible Bidder, provided the submitted bid is responsive to the requirements of this Request for Bids.

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) Bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and re-advertised, in order to best serve the needs of the County.

PROTESTS

Any actual Bidder who is aggrieved in connection with the Notice of Intent to award a Contract (Protestor), 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.

LOCAL PREFERENCE

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 16.3, SJC Purchasing Policy. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award.

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price

MINIMUM QUALIFICATIONS

Prime Bidder must possess current and valid licenses to conduct business in the State of Florida and appropriately registered to do business in St. Johns County as a Certified General Contractor (CGC) or Certified Underground Utility and Excavation Contractor (CUC), or utilize sub-contractors currently licensed as CGC or CUC in the State of Florida and St. Johns County. Proof of qualifications shall be provided by completing and submitting **Attachment "C"** – Contractor's Qualifications Statement and **Attachment "D"** – License/Certification/FDOT Work Class Pre-Qualification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Additionally, the prime or proposed sub-contractor performing any work in the following work classes shall be currently Florida Department of Transportation (FDOT) pre-qualified: (40) Sidewalk and (7) Drainage. A letter from FDOT confirming pre-qualification, current at the time of bid submittal, in the required work classes must be submitted under **Attachment "D"** – License/Certification/FDOT Work Class Pre-Qualification List.

Prime Bidder must have successfully completed, at least three (3) projects, in the past five (5) years, equal to or greater than the scope of the project specified herein. Minimum experience requirement must be met by the Prime Bidder and not the proposed sub-contractor for this project. The County reserves the right to consider additional or alternate projects as proof of qualifications. Each Bidder must submit **Attachment "I"** – Experience of Bidder Form.

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

Bidders who are debarred or suspended at the time of Bid opening are not eligible and will be deemed unresponsive and un-responsible for this federally funded project. Bidders who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid proposal for this Bid. Bidders must provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" as the prospective Sub-Contractor of the Grant Recipient (St. Johns County) performing services for this project, by completing and submitting **Attachment "O"** with the submitted bid proposal.

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

SUB-CONTRACTORS

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

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

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

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

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

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. A copy of the form, **Attachment "O"**, is provided in the Bidding Documents.

PUBLIC CONSTRUCTION BOND

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

SURETY BOND

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

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

Time of Delivery and Form of Bonds

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

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

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Master Construction Agreement.

EXECUTION OF CONTRACT DOCUMENTS

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

CONTRACT TIME – LIQUIDATED DAMAGES

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives

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

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

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

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to achieve Substantial Completion or Final Completion of the Work by its applicable date, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to 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 are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work. 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 amount so due as determined by the following schedule:

| <u>Original Contract Amount</u> | <u>Daily Charge Per Calendar Day</u> |
|--|---|
| \$50,000 and under | \$956 |
| Over \$50,000 but less than \$250,000..... | \$964 |
| \$250,000 but less than \$500,000..... | \$1,241 |
| \$500,000 but less than \$2,500,000..... | \$1,665 |
| \$2,500,000 but less than \$5,000,000..... | \$2,712 |
| \$5,000,000 but less than \$10,000,000..... | \$3,447 |
| \$10,000,000 but less than \$15,000,000..... | \$4,866 |
| \$15,000,000 but less than \$20,000,000..... | \$5,818 |
| \$20,000,000 and over..... | \$9,198 (plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar) |

INDEMNITY

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County, the State of Florida, Department of Transportation, including the Department's officers, agents and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within

the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor.

The foregoing indemnification shall not constitute a waiver of the Department's or County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

FORCE MAJEURE; DELAYS

Force Majeure: Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this agreement due to any one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's work error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

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

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

A. OSHA Requirements:

The Contractor warrants that the product, products, or services supplied to St. Johns 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 contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

B. Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided 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 the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

C. Training and Education:

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Welding/Cutting/Brazing
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocutation Hazards.

D. 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, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to

the written Hazardous Communication Program and informed where to locate SDS.

E. Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way

TERMINATION

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

If, at any time, the awarded Contract is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for completion of the required Work if it serves the best interest of the County to do so.

TAXES

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

INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be satisfactory to the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the execution of this Contract. 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.

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.

Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$5,000,000 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.

The 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.

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

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

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.

GOVERNING LAWS & REGULATIONS

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

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

EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, 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 Agreement.
- 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 Agreement for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

PUBLIC RECORDS

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

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records

upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 23-30

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: TITLE

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for **Bid No: 23-30; Palm Valley Road Sidewalk – Phase I From Landrum Lane to Canal Boulevard – FDOT FIN# 450657-1-54-01** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

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

\$ _____
Total Lump Sum Bid Price (Numerical)

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

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

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

The Lump Sum Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

BID NO: 23-30

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

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

BID NO: 23-30

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

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

Email Address for Authorized Company Representative: _____

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

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO: 23-30

ATTACHMENT A

ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for **Bid No: 23-30; Palm Valley Road Sidewalk – Phase I From Landrum Lane to Canal Boulevard – FDOT FIN# 450657-1-54-01**, in St. Johns County, Florida.

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

ATTACHMENT B

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then _____ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

Signature of Secretary

Full Legal Name of Corporation (Bidder)

STATE OF _____

COUNTY OF _____

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this ___ day of _____, 20___, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

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

BID NO: 23-30

ATTACHMENT C

CONTRACTOR'S QUALIFICATIONS STATEMENT

I, _____ hereby certify that _____
(Authorized Company Representative Name & Title) (Full Legal Company Name)

has performed and is licensed in the State of Florida as a Certified General Contractor (CGC) or a Certified Underground Utility and Excavation Contractor (CUC). I also certify that the above named company is capable of bonding any Task Order in excess of \$100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

Signature Date

Name & Title of Representative

ATTACHMENT D

LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held, and FDOT Pre-qualification Letters for required FDOT Work Classes.

The bidder shall attach a copy of each current license, certifications, and/or FDOT pre-qualification letters listed below to this form.

| License(s)/Certificate(s)/ Pre-Qualifications | License # | Issuing Agency | Expiration Date |
|---|-----------|----------------|-----------------|
| State of Florida Business License | | | |
| Certified General Contractor (CGC) | | | |
| Certified Underground Utility and Excavation Contractor (CUC) | | | |
| FDOT Pre-Qualification - Sidewalk | | | |
| FDOT Pre-Qualification - Drainage | | | |
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ATTACHMENT E

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

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

The Bidder shall attach to Bidder's Proposal a copy of the following licenses/permits, as applicable, for each subcontractor listed below:

- State of Florida Business License
- Certified General Contractor (CGC)
- Certified Underground Utility and Excavation Contractor (CUC)
- FDOT Pre-Qualification – Sidewalk
- FDOT Pre-Qualification – Drainage

| Company Name | Division/Discipline | Primary Contact Name | Contact Number and Email Address |
|--------------|---------------------|----------------------|----------------------------------|
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ATTACHMENT F

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 23-30; Palm Valley Road Sidewalk – Phase I From Landrum Lane to Canal Boulevard – FDOT FPN #450657-1-54-01

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: _____

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

Signature _____ Print Name/Title _____

BID NO: 23-30

St. Johns County Board of County Commissioners

ATTACHMENT G

DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

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

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

Signature

Date

BID NO: 23-30

ATTACHMENT H

CERTIFICATE(S) OF INSURANCE
(Attach or insert copy here)

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

BID NO: 23-30

ATTACHMENT I

EXPERIENCE OF BIDDER

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

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** equal to or greater than the scope of the project specified herein. The County reserves the right to consider alternate and/or additional projects to demonstrate qualification for this work.

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

By: _____ Date _____
Bidder

Authorized Signature

| DATE OF CONTRACT | CLIENT'S NAME, ADDRESS, PHONE AND EMAIL | CONTRACT AMOUNT | PROJECT AND LOCATION |
|------------------|---|-----------------|----------------------|
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ATTACHMENT J

CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes _____ No _____

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

- Description of every action Captions of the Litigation or Arbitration
- Amount at issue
- Name (s) of the attorneys representing all parties:
- Amount actually recovered, if any
- Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

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

Yes _____ No _____ If yes, on separate sheet(s), provide an explanation of those instances.

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes _____ No _____ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.

8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes _____ No _____ If yes, on separate sheet(s) explain in detail.

ATTACHMENT K

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, _____ ("Affiant"), being duly authorized by and on behalf of _____
_____ ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: _____

2. I am duly authorized as _____ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____
_____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____
____ day of _____, 20__, by Affiant, who is personally known to me or has produced _____
_____ as identification.

Notary Public

My Commission Expires

ATTACHMENT L

NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

ATTACHMENT M

E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

ATTACHMENT N

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must complete and sign this Attachment to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment.

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent **is** a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is **not** a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature

BID NO: 23-30

ATTACHMENT O

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

ATTACHMENT P

(Complete and Submit Attachment "P" for Prime Bidder and each proposed Sub-Contractor.)

**Certification Regarding
Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____ of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:

By _____
Signature

Name and Title

Street Address

City, State, Zip

Date

St. Johns County BOCC
Sub-Recipient's Name

Division Contract Number

450657-1-54-01
FIN Project Number

ATTACHMENT Q

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

BID NO: 23-30

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

For
PALM VALLEY ROAD SIDEWALK – PHASE I FROM LANDRUM LANE TO CANAL BOULEVARD
– FDOT FIN# 450657-1-54-01
St. Johns County, Florida

NOW THEREFORE,

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

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

BID NO: 23-30

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY

SEALED BID MAILING LABEL

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

| SEALED BID • DO NOT OPEN | |
|---------------------------------|--|
| SEALED BID NO.: | BID NO: 23-30 |
| BID TITLE: | Palm Valley Road Sidewalk – Phase I From Landrum Lane to Canal Boulevard – FDOT FIN# 450657-1-54-01 |
| DUE DATE/TIME: | By 2:00PM – February 15, 2023 |
| SUBMITTED BY: | Company Name |
| | Company Address |
| | Company Address |
| DELIVER TO: | St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084 |



END OF DOCUMENT

**BID NO: 23-30; PALM VALLEY ROAD SIDEWALK – PHASE I FROM LANDRUM LANE TO CANAL
BOULEVARD – FDOT FIN #450657-1-54-01**

EXHIBIT A

TECHNICAL SPECIFICATIONS



Board of County Commissioners
St. Johns County, Florida

BID NO.: 23-30

Palm Valley Road Sidewalk

PROJECT SPECIFICATIONS

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
904-209-0150

Prepared by:
Connelly & Wicker Inc.
10060 Skinner Lake Drive, Suite 500
Jacksonville, FL 32246

PROJECT SPECIFICATIONS

| | |
|--|----|
| 01010 – Summary of Work | 6 |
| 01019 – Contract Considerations | 9 |
| 01039 – Coordination and Meetings | 12 |
| 01300 – Submittals | 15 |
| 01381 – Audio-Video Recording | 17 |
| 01400 – Quality Control | 20 |
| 01500 – Construction Facilities and Temporary Controls | 22 |
| 01560 – Temporary Controls | 24 |
| 01571 – NPDES Permit Conformance | 27 |
| 01600 – Material and Equipment | 29 |
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| St. Johns County As-Built Survey Certification | 35 |
| 100 – Reference Standards | 37 |
| 101 – Site Preparation and Earthwork, General | 38 |
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| 110 – Clearing and Grubbing | 43 |
| 120 – Excavation and Embankment | 44 |
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APPENDIX

000

“A” Sample Generic Permit for the Discharge of Produced Ground Water from any
Non-Contaminated Site Activity

PROJECT SPECIFICATIONS

DIVISION 1
GENERAL REQUIREMENTS

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Intent of Contract.
- B. Work by Owner.
- C. Work by Contractor.

1.02 INTENT OF CONTRACT

- A. The improvements included under this Contract consist of the construction of concrete sidewalk on Palm Valley Road from north of Landrum Lane to Canal Boulevard, a distance of approximately 3,150 linear feet.

The project also includes approximately 1,200 linear foot of new stormwater piping and ditch regrading to facilitate sidewalk construction and provide stormwater conveyance. Work also includes ADA curb ramps, clearing and grubbing, dewatering, erosion control measures, driveway construction, fencing, maintenance of traffic, utility coordination, sodding and signing and pavement markings.

Utility adjustments are required and will be performed by the individual utility owners. The contractor will be responsible for providing advance notification to utility companies prior to construction for verification, location and adjustment of utilities. Any field adjustments to the final grade requested by the utility owners will be made by the contractor.

1.03 WORK BY OWNER

- A. The Owner or the Owner's Representative has received or has applied for and expects to receive, prior to construction, permits from the following agencies:
 - 1. St. Johns River Water Management District Storm Water Permit.
- B. In addition to the requirements of the drawings and specifications, all work shall comply with the requirements and conditions of the above listed permit.

1.04 WORK BY CONTRACTOR

- A. The Contractor shall obtain and pay all fees and charges for the permits required by authorities having jurisdiction. Such permits include, but are not limited to:
 - 1. NPDES.
 - 2. Disposal.
 - 3. Dewatering.

- B. In addition to the requirements of the drawings and specifications, all work shall comply with the requirements and conditions of the above listed permits.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedule of Values.
- B. Application for Payment.
- C. Change Procedures.
- D. Unit Prices.

1.02 RELATED SECTIONS

- A. Standard Fixed Price Agreement-Owner/Contractor Agreement: Contract Sum/Price including Allowances.
- B. Section 01300 - Submittals: Schedule of Values.
- C. Section 01600 - Material and Equipment: Product Substitutions and Alternates.

1.03 SCHEDULE OF VALUES

- A. Submit Schedule of Values in duplicate within ten (10) days after date of Owner-Contractor Agreement
- B. Format: Identify each line item with number and title of the major specification section.
- C. Revise schedule to list approved Change Orders with each Application for Payment.

1.04 APPLICATIONS FOR PAYMENT

- A. Submit four (4) copies of each application on the Form provided by the Owner, Application and/or Certificate for Payment, and attach Schedule of Values. Each application for payment shall be numbered consecutively.
- B. Content and Format: Utilize the Unit Price Schedule in the Bid Form for listing items in Application for Payment.
- C. Payment Period: 30 days.
- D. Include lien release and partial consent of surety forms required by Owner.

1.05 CHANGE PROCEDURES

- A. The Engineer shall advise of minor changes in the work not involving an adjustment to Contract Sum/Price or Contract Time.
- B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised drawings and specifications and change in Contract Time for executing the change. Contractor shall prepare and submit quotation within ten (10) days.
- C. The Contractor may propose a change by submitting request for change to the Engineer, describing the proposed change and its full effect on the work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600.
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.
- E. Unit Price Change Order: For predetermined unit prices and quantities, the Change Order shall be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute work under a Construction Change Authorization. Change in Contract Sum of Contract Time shall be computed as specified for Change Orders.
- F. Construction Change Directive: Engineer may issue a directive, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order. The document shall describe changes in the work and designate the method of determining any change in the Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Execution of Change Orders: Engineer shall issue Change Orders for signature of parties as provided in the Conditions of the Contract.

1.06 UNIT PRICES

- A. Authority: Measurement methods are delineated in the individual specification sections.
- B. The Engineer or his designee shall take measurements and compute quantities accordingly.
- C. Unit Quantities and measurements indicated in the Bid Form are for contract change order purposed only. Actual quantities provided shall determine payment.
- D. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services, and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- E. Defect Assessment: The Work, or portions of the Work, not conforming to specified requirements, shall be replaced. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer shall direct an appropriate remedy or adjust payment.

1.07 WARRANTY

- A. In accordance with Standard Fixed Price Agreement Article VII, Section 7.4 and Article XI, Section 11.2.2 the Work shall be warranted for a period of one (1) year from the date of Substantial Completion.
- B. The warranted Work shall include all workmanship and materials/equipment used to accomplish the scope of the work.
- C. All materials and/or equipment provided in accomplishing the Work shall be warranted for a period one (1) year from Substantial Completion or as provided by the manufacturer, which is greater.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Preconstruction conference.
- D. Progress meetings.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- B. Notify utility companies for an on-site verification of service line locations at least 48 hours prior to construction.
- C. Comply with all applicable provisions of permits issued by various governmental agencies in conjunction with the work.
- D. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.
- E. The Contractor shall closely coordinate the removal and replacement of existing overhead and underground facilities (if required).

1.03 FIELD ENGINEERING

- A. The Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to the Engineer.
- B. The Contractor shall establish elevations, lines, and levels, utilizing recognized engineering survey.
- C. Upon final completion, the Contractor shall submit as built drawing prepared by a Florida registered Land Surveyor or Professional Engineer certifying that the elevations and locations of the work are in conformance with the Contract Documents. The requirements for As-Built surveys are located after Section 01700 Contract Close-out and in the plans.

1.04 PRECONSTRUCTION CONFERENCE

- A. Owner shall schedule a conference after Notice of Award.
- B. Attendance Required: Owner, Engineer, and Contractor Job Superintendent.
- C. Agenda:
 - 1. Distribution of Contract Documents
 - 2. Submission of list of Subcontractors, list of products, Schedule of Values
 - 3. Designation of personnel representing the parties in Contract, and the Engineer.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 5. Scheduling of Construction Activities.

1.05 PROGRESS MEETINGS

- A. Owner shall schedule and administer meetings throughout progress of the work as needed.
- B. Owner shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to participants, and those affected by decisions made.
- C. Attendance Required: Owner to stipulate, Job superintendent, major Subcontractors and suppliers, Engineer or as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measure to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to work.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Shop Drawings and Product Data.
- B. Certificates of Compliance.
- C. Construction Progress Schedule.

1.02 RELATED SECTIONS

- A. Section 01019 - Contract Considerations: Schedule of Values.
- B. Section 01700 - Contract Closeout: Contract warranty and manufacturer's certificates, closeout submittals.

1.03 SHOP DRAWINGS, PRODUCT DATA AND CERTIFICATES OF COMPLIANCE

- A. Prior to commencement of construction, submit five (5) copies each of:
 - 1. Shop Drawings and Product Data:
 - a. Concrete structures, metal castings and fabrications, and accessories.
 - b. Pipe, fittings, gaskets, and accessories.
 - c. Asphaltic Concrete Mix Design.
 - d. Portland Cement Concrete Mix Design.
 - 2. Certificates of Compliance:
 - a. Pipe, fittings, gaskets, and accessories.
 - b. Concrete Structures.
 - c. Asphaltic Concrete.
 - d. Portland Cement Concrete.
 - e. Reinforcing Steel.
 - f. Limerock material.
 - g. Pavement Marking Materials.
- B. Engineer will return marked copies of shop drawings, product data and certificates of compliance to Contractor within 10 working days of receipt.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 10 days after date of Owner- Contractor Agreement for Engineer review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of work or operation identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01381

AUDIO-VIDEO RECORDING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Furnish all labor, materials, and equipment to provide color audio-video recording of all construction areas prior to commencing construction.
- B. Marking the construction/survey base line and stations on the pavement adjacent to the construction area.

1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work.
- B. Supplementary Conditions: Modifications to the Land Development Code requiring the televising of all drainage pipes installed within roadway right-of-ways/easements (public or private).

1.03 QUALITY ASSURANCE

- A. Audio-video recording shall be performed by a qualified, established audio-video recording firm knowledgeable in construction practices and experienced in the implementation of established inspection procedures.
- B. The Owner reserves the right to reject the audio-video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any recording rejected by the Owner shall be re-recorded at no cost to the Owner.
- C. Under no circumstances shall construction commence until the Owner has received and accepted the audio-video recording.

1.04 COST OF AUDIO-VIDEO RECORDING

- A. Contractor shall pay all costs for specified audio-video recording.
- B. Parties requiring additional audio-video recording will pay the photographer directly.

1.05 MARKING BASELINE STATIONS

- A. Prior to commencing audio-video recording, mark the construction/survey baseline stations on the pavement adjacent to the construction area.
- B. Mark station numbers at 100-foot intervals.
- C. Mark with fluorescent orange paint suitable for use on pavement.

PART 2 - PRODUCTS

2.01 AUDIO-VIDEO DVD'S

- A. Audio-video DVD's shall be professional grade, standard format.
- B. Each DVD shall begin with the Owner's name, project name and number, Contractor's name, date, and location information such as street name direction of travel, viewing side, etc.
- C. Information appearing on the DVD shall be continuous and run simultaneously by computer generated transparent digital information. Editing or overlaying of information at a later date is not acceptable.
- D. Digital information shall include:
 - 1. Upper left corner:
 - a. Contractor's name.
 - b. Day, date, and time.
 - c. Project name.
 - 2. Lower left corner:
 - a. Route of travel.
 - b. Viewing side.
 - c. Direction of travel.
 - d. Stationing.
- E. Time shall be accurate to within 1/10 of a second and continuously generated.
- F. Engineering station numbers shall be continuous, accurate and correspond to project stationing. The symbols shall be standard engineering symbols (i.e., 16+64).
- G. Written documentation shall coincide with the information on the DVD so as to make easy retrieval of locations sought for at a later time.
- H. The video system shall have the capability to electronically transfer individual frames of video into hard copy prints or photographic negatives.
- I. Audio shall be recorded simultaneously with the video recording and shall have the same information as on the viewing screen. Special commentary shall be given for unusual conditions of buildings, sidewalks, and curbing, foundations, trees and shrubbery, etc.
- J. All DVD's and DVD boxes shall bear labels containing the following information:
 - 1. DVD number.
 - 2. Owner's name.
 - 3. Date of recording.
 - 4. Project name and number.
 - 5. Location and standing limit of recording.

PART 3 - EXECUTION

3.01 AUDIO-VIDEO RECORDING

- A. Furnish a continuous color audio-video recording along the entire route of the proposed project.
- B. Coverage shall include, but not be limited to, all existing roadways, pavement, sidewalks, curbs, driveways, buildings and structures, aboveground utilities, landscaping, trees, signage, and other physical features located within the zone of influence of the construction. The coverage may be expanded if directed by the Engineer.
- C. All audio-video recording shall be done during daylight hours. No recording shall be performed if weather is not acceptable, such as rain, fog, etc.

3.02 DELIVERY OF AUDIO-VIDEO DVD'S

- A. Submit one (1) original and one (1) copy of the completed audio-video DVD to the Engineer.
- B. Engineer will keep the DVD's and will submit to the Owner with project closeout documents.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Inspection and testing laboratory services.

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of Manufacturers Instructions and Certificates.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 INSPECTION AND TESTING LABORATORY SERVICES

- A. The Contractor shall employ services of an independent firm to perform inspection and testing services and shall pay all costs for inspection and testing services.
- B. The testing firm will perform inspections, tests and other services specified in individual specification sections and as required by the Engineer.
- C. The testing firm will submit reports to the Engineer indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Two copies of all test reports will be submitted to the Contractor.
- D. Cooperate with testing firm. Furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
 - 1. Notify Engineer and testing firm 24 hours prior to expected time for operations requiring inspection and testing services.
- E. Retesting required because of non-conformance to specified requirements will be performed by the same testing firm on instruction by the Engineer. Costs for retesting shall be paid by Contractor.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, water, and sanitary facilities.
- B. Construction Facilities: Progress cleaning, protection of installed work, and removal and restoration.

1.02 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Final cleaning.

1.03 TEMPORARY ELECTRICITY

- A. Provide and pay for power service if required from Florida Power and Light.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.

1.05 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specifications Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic from grassed areas.

1.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site weekly and dispose of at county-operated landfill; dispose of hazardous waste at an approved landfill. Pay all fees and charges for disposal of materials at landfills and disposal facilities.

1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above-grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

- B. Remove underground installations to a minimum depth of 2 feet.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01560
TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Water Control.
- B. Dust Control.
- C. Erosion and Sediment Control.
- D. Prevention, Control and Abatement of Erosion and Water Pollution.
- E. Contractor's Responsibilities.

1.02 RELATED SECTIONS

- A. Section 01039 - Coordination and Meetings.
- B. Section 01500 - Construction Facilities and Temporary Controls.
- C. Section 01571 - NPDES Permit Conformance.
- D. Section 104 - Prevention, Control and Abatement of Erosion and Water Pollution.
- E. Section 110 - Clearing and Grubbing.
- F. Section 120 - Excavation and Embankment.
- G. Section 125 - Excavation for Structures.
- H. Section 02530 - Dewatering.

1.03 WATER CONTROL

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

1.04 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.05 EROSION AND SEDIMENT CONTROL

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

1.06 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

- A. Contractor is cautioned that execution or maintenance of the subject project, which creates turbidity and which directly or indirectly affects the water quality of any waterway to which storm water is discharged in such a manner as to exceed the limitations prescribed in Chapter 17-3 and 17-25, Florida Administrative code, is a violation of the Water Quality Standards of the State of Florida.
- B. Install and maintain silt barriers at all times during construction that siltation or erosion may occur. Remove only after all permanent construction is in place, complete and accepted.
- C. Provide turbidity control devices and practices to control siltation and erosion of waterways. Suggested turbidity control devices and practices are shown on the construction and permit drawings.
- D. Prior to construction, institute a turbidity monitoring program to ensure that state water quality criteria are maintained. This monitoring program must fulfill all relevant permit conditions of the St. Johns River Water Management District Wetland Resource and MSSW permits.
- E. Contractor shall be held liable for any fines levied against the Owner by any regulatory agency for violations of State Water Quality Standards.
- F. Prior to commencing work submit the Notice of Intent (NOI) and upon completion of the work submit the Notice of Termination (NOT) as required by the FDEP NPDES Generic Permit. These requirements are further described in Section 01571 - NPDES PERMIT CONFORMANCE.

1.07 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall comply with all laws, ordinances, rules, regulations and permit requirements bearing on the performance of the work and shall obtain all permits and licenses necessary for the prosecution of the work.
- B. Contractor shall pay all fees and charges required for permits and licenses.
- C. Contractor shall pay all fines, fees, charges and assessments resulting from Contractor's failure to comply with laws, ordinances, rules, regulations and permit requirements whether such fines, fees, charges and assessments are imposed on the Contractor or the Owner.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01571

NPDES PERMIT CONFORMANCE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section specifies requirements for this contract associated with the National Pollutant Discharge Elimination System (NPDES) program of the United States Environmental Protection Agency (EPA).

1.02 GENERAL INFORMATION

- A. The EPA has delegated authority to the Florida Department of Environmental Protection (Department) to administer the federal NPDES stormwater program in all areas of the State of Florida except Indian country lands.
- B. The Department's implementing rules for the NPDES stormwater program are effective October 23, 2000. These rules include amendments to chapters 62-4 Permits, 62-620 Wastewater Facility and Activities Permitting, and 62-621 Generic Permits of the Florida Administrative Code (FAC), as well as a new chapter 62-624 Municipal Separate Storm Sewer Systems. Rules and forms for the NPDES stormwater program are available on the Department's rules website below.
<https://floridadep.gov/water/stormwater>
- C. The Department's authority to assume delegation of the NPDES program is set forth in section 403.0885, Florida Statutes (F.S.) and is undertaken pursuant to a Memorandum of Agreement with EPA. Under section 403.0885, F.S., the state-run NPDES program is required to collect permitting fees in an amount sufficient to pay the full cost of operating the program. Permitting fees, including both application fees and annual fees, are set forth in chapter 62-4, F.A.C.
- D. The NPDES stormwater program regulates point source discharges of stormwater from certain municipal and industrial sources, including certain construction activities. Designated large and medium municipal separate storm sewer systems, or MS4s, were previously required by EPA to obtain NPDES permits. Additionally, point source discharges of stormwater from industrial activities identified in 40 CFR 122.26(b)(14) are required to be covered under an NPDES permit, including both defined industrial activities and construction activities that disturb five or more acres of land. The Department has assumed authority for all MS4 permits as well as NPDES stormwater permits for industrial activities within the State of Florida.
- E. Effective May 1, 2003 the Department has adopted a construction generic permit (CGP) under Chapter 62-621, F.A.C., for stormwater discharges from construction activities that disturb one or more acres of land.

1. New and existing construction activities may obtain coverage under the CGP by meeting the qualification requirements of the permit and by submitting an NOI and appropriate permit fee to the Department's Notices Processing Center.
 2. Permit coverage may be terminated by meeting the eligibility requirements for termination specified in the CGP and by submitting a Notice of Termination (NOT) to the Notices Processing Center.
- F. Construction activities currently covered under the federal NPDES General Permit for Storm Water Discharges from Construction Activities will be required to obtain coverage under the state CGP unless construction at the site has been completed and eligibility requirements to terminate coverage are met.

1.03 SPECIFIC REQUIREMENTS

- A. Specific requirements of the NPDES stormwater program are contained in the CGP.
- B. Rules, forms, and other information, including the following, are available at the Department's website noted in Paragraph 1.02 B.
1. The CGP entitled Generic Permit for Stormwater Discharge from Large and Small Construction Activities, May 2003.
 2. Sample Storm Water Pollution Prevention Plan with suggested formats for certain of the certifications, notifications and inspection records required to be kept under the CGP requirements.
 3. The Notice of Intent and Notice of Termination forms.
- C. When the construction activity has ceased and all areas affected by the Work are stabilized, the Contractor shall prepare, certify, and submit the required Notice of Termination to the Department, the local authority having jurisdiction, and to the St. Johns River Water Management District. Final Payment Application will not be processed in the absence of the required submissions.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 RELATED SECTIONS

- A. Instructions to Bidders: Product options and substitution procedures.
- B. Section 01400 - Quality Control: Product quality monitoring.

1.03 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

- A. 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.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
 - 1. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
 - 2. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.06 PRODUCT OPTIONS

- A. Products specified by reference standards or by description only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.07 SUBSTITUTIONS

- A. Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

- D. A request constitutes a representation that the Contractor:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the Substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit three (3) copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 3. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final restoration of right-of-way.
- C. Adjusting.
- D. Project record documents.

1.02 RELATED SECTIONS

- A. St. Johns County Development Services As-Built Survey Requirements and Acceptance Procedures.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Engineer shall make inspection with reasonable promptness. If work is incomplete or defective, Engineer shall notify Owner and Contractor to remedy deficiencies.
- C. Upon renotification of completion, Engineer shall reinspect work and, when acceptable, issue Certification of Substantial Completion.
- D. Provide submittals to Engineer that are required by governing or other authorities.
- E. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and remaining sum due.

1.04 FINAL RESTORATION OF RIGHT-OF-WAY

- A. Upon completion of the work, and before acceptance and final payment, the Contractor shall remove from the right-of-way and adjacent property all false work, equipment, surpluses, and discarded materials, rubbish, and temporary structures; shall restore in a acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the work under contract. The placing of materials of any character, rubbish, or equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal; however, the Contractor shall be allowed to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by him, adjacent to the project, but no discarded equipment or materials, or rubbish shall be placed on such site.

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

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revision to the Work:
1. Contract Drawings
 2. Specifications
 3. Addenda
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed shop drawings & product data.
 6. Permits.
- B. The Contractor shall furnish a complete set of certified as-builts, hard copy and saved to flash drive(s). The cost of furnishing as-builts shall not be a separate bid item. As-builts shall be prepared and sealed by a Florida registered Land Surveyor or Engineer.

1.06 CLOSEOUT SUBMITTALS

- A. When the Engineer has determined that the work is acceptable under the Contract Documents and the Contract fully performed, the Contractor shall prepare and submit his final Application for Payment to the Engineer together with the following:
1. Contractor's lien waiver in the full amount of the Contract Sum.
 2. Lien waivers from all Subcontractors and major material suppliers who have furnished material for the work under contract with the Contractor or Subcontractor. The lien waivers shall be in the full amount of the contract involved.
 3. Consent of surety to final payment.
 4. Evidence of compliance with requirements of governing authorities: Certificates of Inspection from all required agencies and departments.
 5. Warranties and Bonds
 6. Two (2) sets of signed and sealed As-Built drawings, which are to be certified by a Professional Land Surveyor or Engineer registered in the State of Florida. A copy of all pertinent electronic AutoCAD drawings and files saved to a flash drive.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

**AS-BUILT CERTIFICATION BY REGISTERED PROFESSIONAL
ENGINEER OF RECORD**

Project Name:

Development Permit Number:

I hereby certify that all improvements to the above referenced project and all components of the storm water management system have been built in accordance with the approved plans and specifications on file at St. Johns County and the project is ready for final inspection. Any deviations will not place the site out of compliance with the St. Johns County Land Development Code and furthermore will not prevent the storm water management system from functioning in compliance with the requirements of St. Johns County when properly maintained and operated.

These determinations have been based upon onsite inspection(s) by me or by my designee under my direct supervision and my review of the As-Built drawings accompanying this certification.

Attach a list of all Deviations from the Approved Plans and Specifications. As-builts will not be accepted/approved if substantial deviations are not listed or if the as-built does not coincide with the approved construction plan. Deviations may be approved with proper documentation from the Engineer of Record.

Confirm the Following Approvals:

| N/A | Y | N | |
|-------|-------|-------|----------------------------------|
| _____ | _____ | _____ | DEP Wastewater Acceptance Letter |
| _____ | _____ | _____ | DEP Water Acceptance Letter |
| _____ | _____ | _____ | SJRWMD As-Built Notification |

Name (Please Print)

Company Name

Company Address

City, State, Zip Code

Telephone Number

Signature

Florida Registration Number

Date and Seal

END OF ST. JOHNS COUNTY AS-BUILT REQUIREMENTS

DIVISION 2

SITE WORK

SECTION 100

REFERENCE STANDARDS

1. ROADWAY CONSTRUCTION

1.1 Except as may be otherwise shown on the plans or specified herein, the applicable sections of the Florida Department of Transportation (FDOT), *Standard Specifications for Road and Bridge Construction*, July 2021 edition, as amended, referred to hereinafter as the FDOT Standard Specifications, shall apply. All references in the FDOT 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.

1.2 Except as may be otherwise shown on the plans or specified herein, the applicable details of the Florida Department of Transportation (FDOT), *Standard Plans for Roadway and Bridge Construction*, FY 2021-22 edition, as amended, referred to hereinafter as the FDOT Standard Plans, shall apply.

1.3 Where a Section Number of the FDOT Standard Specifications or Index Number of the FDOT Standard Plans is referenced, then all other related Section Numbers and Index Numbers shall also apply.

1.4 Where a particular item of Work is not referenced to a specific Section Number of the FDOT Standard Specifications and/or Index Number of the FDOT Standard Plans then the appropriate Section Number of the FDOT Standard Specifications and/or Index Number of the FDOT Standard Plans shall apply.

1.5 The Work covered by the referenced sections of the FDOT Standard Specifications includes all laboratory and field testing specified in the sections.

2. CONSTRUCTION IN ST. JOHNS COUNTY RIGHT-OF-WAY:

2.1 Except as may be otherwise shown on the plans or specified herein, the applicable sections of the *St. Johns County Land Development Code and Standards and Details*, latest edition, as amended, referred to hereinafter as the LDC, shall apply.

2.2 Where a Part, Section, Article or Paragraph Number of the LDC is referenced, then all other related Part, Section, Article and Paragraph Numbers shall also apply.

2.3 Where a particular item of Work is not referenced to a specific Part, Section, Article or Paragraph Number of the LDC then the appropriate Part, Section, Article or Paragraph Number of the LDC shall apply.

2.4 The Work covered by the referenced Part, Section, Article or Paragraph of the LDC includes all laboratory and field-testing specified in the Part, Section, Article or Paragraph.

END OF SECTION

SECTION 101

SITE PREPARATION AND EARTHWORK, GENERAL

1. GENERAL

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

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

1.3 Dewatering: Provide all dewatering necessary to accomplish the work properly and safely. See Section 02530 Dewatering.

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

1.5 Protection of Existing Utilities: Exercise caution while proceeding with the work. Locate and protect all utilities from damage. Determine whether other underground utilities such as piping, conduit and cable exist. Should any utilities be found that are not indicated, notify the utility company and the Engineer immediately, and await the instructions of the Engineer before proceeding further with the work in such locations. See Article 4 of this section.

2. DISPOSITION OF MATERIAL

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

3. CLEANUP

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

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

4. EXISTING UTILITIES - NOTIFICATIONS AND COORDINATION

4.1 Known overhead (OH) and underground (UG) utilities are shown or noted on the drawings, as accurately as available information will permit. Neither the Owner nor Engineer guarantees the information shown or noted nor do they guarantee that utilities other than those indicated do not exist. The following is a list of utility owners/operators that may have utilities within or adjacent to the job site:

St. Johns County Utility Department – UG Water
AT&T – UG Telecom
Beaches Energy Services – OH and UG Electric
Comcast – OH and UG CATV/Fiber
Essentia Inc (Verizon) – UG FOC

4.2 Not less than two (2) working days and not more than five (5) working days prior to beginning any excavation or demolition, contact Sunshine State One-Call of Florida, Inc. (SSOCOF) at 1-800-432-4770 to request locates of underground facilities. Failure of the Contractor to call SSOCOF prior to digging and failure to conform to all requirements of SSOCOF shall subject the Contractor to all penalties and fines imposed by Florida Statutes.

4.3 Notify each utility owner/operator not less than five (5) working days prior to commencing construction and request that the location of their respective utility or material be located and marked in the field. Should any unidentified utility be encountered, the Contractor shall immediately cease work in the immediate area and notify the Engineer. The Engineer will investigate the condition and propose remedial action. The Contractor is reminded that the laws of the State of Florida require him to notify any gas company which may have underground facilities in the work area at least 48 hours in advance of any digging operation. See Construction Plans for additional advance utility notification requirements.

4.4 Request line rubber protection (when needed) from Beaches Energy Services at least ten (10) working days in advance.

4.5 Coordination:

4.5.1 The Contractor shall establish liaison with, and coordinate work with, the above noted utility owner/operators to prevent interference with existing overhead and underground utilities.

4.5.2 The Contractor shall at all times conduct his operation so as to minimize interference with the existing utilities. The Contractor shall develop a program in cooperation with the Engineer and interested officials which shall provide for the construction of, and putting into service, the new works in the most orderly manner possible. This program shall be adhered to, except as deviations there from are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes and structures shall be planned so as not to interfere with the operation of the existing utility.

END OF SECTION

SECTION 102

MAINTENANCE OF TRAFFIC

1. GENERAL

1.1 Maintenance of traffic shall be in accordance with Section 102 of the FDOT Standard Specifications, the Series 102-600 Indexes of the FDOT Standard Plans, and the Maintenance of Traffic Plan included in the Contract Drawings.

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

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

1.2 Construction on the project shall be accomplished in such a manner as to provide ingress and egress for businesses and residences that do not have access to this property via other public or private streets.

1.3 Should it become necessary to close a travel lane to traffic, the Contractor shall furnish Advance Warning Arrow Panels (Series 102-600 Indexes of the FDOT Standard Plans) until traffic flow can resume.

2. RELATED SECTIONS

2.1 Section 105 - Work in FDOT Right-of-Way.

END OF SECTION

SECTION 104

PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

1. GENERAL

1.1 Prevention, control and abatement of erosion and water pollution shall be in accordance with Section 104 of the FDOT Standard Specifications, the Florida Erosion and Sediment Control Manual and Index Nos. 570-001 and 570-010 in the FDOT Standard Plans.

1.2 At the Pre-construction Conference, submit an Erosion Control Plan as a part of the Storm Water Pollution Prevention Plan.

2. RELATED SECTIONS

2.1 Section 01571 - NPDES Permit Conformance.

2.2 Section 110 - Clearing and Grubbing.

2.3 Section 120 - Excavation and Embankment.

2.4 Section 125 - Excavation for Structures.

2.5 Section 02530 - Dewatering.

2.6 Section 02556 - Water and Sewer Transmission/Distribution Mains Installation.

END OF SECTION

SECTION 107

LITTER REMOVAL AND MOWING

1. GENERAL

1.1 Litter removal and mowing shall be in accordance with Section 107 of the FDOT Standard Specifications.

1.2 Litter removal shall be as needed but no less than once per month or as directed by the Engineer.

1.3 Contractor or Subcontractors shall not litter the project area with personal trash. Such trash shall be picked up and properly disposed of daily. No trash shall be permanently dumped on site.

1.4 If required, the Contractor shall provide an appropriate trash container such as a dumpster or roll off.

1.5 The Contractor shall mow grassed areas when the grass is greater than 6 inches in height or once per month until final completion. The Engineer may change frequency depending on site conditions.

END OF SECTION

SECTION 110

CLEARING AND GRUBBING

1. GENERAL

1.1 Clearing and grubbing shall be in accordance with Section 110 of the FDOT Standard Specifications.

1.2 Clearing and grubbing shall include demolition and removal of trees and vegetation, fencing, existing asphalt pavement, concrete pavement, driveways, sidewalk and curbs, drainage pipe and structures, junction and pull boxes, and miscellaneous concrete items as shown on the Contract Drawings.

1.3 Clearing and grubbing in the designated project easements shall be selective in accordance with Section 110 of the FDOT Standard Specifications.

1.4 Existing lawn irrigation systems may be encountered during construction. Temporary capping and relocation of lines and sprinkler heads may be required prior to final restoration of the systems.

1.4.1 Repair or replace irrigation systems damaged during construction.

1.4.2 Repair and relocation work shall be performed by a qualified irrigation contractor approved by the Engineer or Project Director.

END OF SECTION

SECTION 120

EXCAVATION AND EMBANKMENT

1. GENERAL

1.1 Excavation and embankment shall be in accordance with Section 120 of the FDOT Standard Specifications.

1.2 Excavation and embankment includes shoring, sheeting, bracing, and dewatering.

1.3 Perform excavation and embankment to the lines, grades and dimensions shown on the Contract Drawings.

2. RELATED SECTIONS

2.1 Section 01571- NPDES Permit Conformance.

2.2 Section 02530 - Dewatering.

3. DISPOSAL

3.1 Subarticle 120-5.5 Disposal Areas is amended to read as follows:

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

END OF SECTION

SECTION 125

EXCAVATION FOR STRUCTURES AND PIPE

1. GENERAL

1.1 Excavation for structures (including foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures) shall be in accordance with Section 125 of the FDOT Standard Specifications.

1.2 Excavation for structures includes shoring, sheeting, bracing and dewatering.

1.3 Perform excavation to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 425

STORM DRAINAGE SYSTEM

1. GENERAL

1.1 Storm drainage system shall be in accordance with Sections 425 through 450 of the FDOT Standard Specifications.

1.2 Construct storm drainage system to the lines, grades and dimensions shown on the Contract Drawings.

1.3 Comply with St. Johns County regulations for installation and inspection of all drainage structures and pipes.

1.4 Pipe trench and backfill requirements shall be in accordance with detail D-200 or D-201 of the St. Johns County Standards and Detail Manual. Compacted density shall be not less than 95% of the maximum density obtained using the modified proctor method.

END OF SECTION

SECTION 522

CONCRETE SIDEWALKS

1. GENERAL

1.1 Concrete sidewalks shall be constructed of Class I concrete, 2500 psi, in accordance with Section 522 of the FDOT Standard Specifications.

1.2 Construct concrete sidewalks to the lines, grades and dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 550

FENCING

1. GENERAL

1.1 Fence including gates shall be in accordance with Section 550 of the FDOT Standard Specifications.

1.2 Construct fences and gates at the locations and to the dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 570

PERFORMANCE TURF

1. GENERAL

1.1 Performance turf including turf materials, fertilizer, water, and maintenance shall be in accordance with Section 570 of the FDOT Standard Specifications.

1.2 Establish and maintain performance turf at the locations and to the dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 710

PAINTED TRAFFIC STRIPES AND MARKINGS

1. GENERAL

1.1 Painted traffic stripes and markings shall be in accordance with Section 710 of the FDOT Standard Specifications.

1.2 Apply painted traffic stripes and markings at the locations and to the dimensions shown on the Contract Drawings.

END OF SECTION

SECTION 02530

DEWATERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Furnishing all labor, materials, and equipment, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

1.2 RELATED SECTIONS

- A. Section 01571 - NPDES Permit Conformance (when construction activities disturb one or more acres of land).
- B. Division 2 - Site Work.

1.3 REFERENCE DOCUMENTS

- A. "Sample Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity", FDEP Document No. 62-621.300(2), effective February 14, 2000, as issued and administered by the Florida Department of Environmental Protection and referred to hereinafter as the Generic Permit. A copy of this sample permit is included as an appendix to the Project Manual.

1.4 REGULATORY REQUIREMENTS

- A. The Contractor shall employ services of an independent firm to perform geotechnical exploration in conformance with the Generic Permit parameters for produced ground water.
- B. Discharge of produced ground water from this site shall conform to the requirements of the Generic Permit. These requirements include:
 - 1. Effluent sampling.
 - 2. Effluent testing.
 - 3. Submitting reports of the sampling and testing.
 - 4. Submitting a Notice of Intent (NOI).
 - 5. Submitting a Notice of Termination (NOT).

1.5 EXAMINATION OF THE SITE

- A. The Contractor shall familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner, Owner's Representative nor Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 METHODS AND EQUIPMENT

- A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and stable soils conditions.
- B. The Contractor shall be solely responsible for the layout, location and depths of the dewatering system necessary to accomplish the work described under this specification section.
 - 1. Provide a dewatering system capable of lowering and controlling the groundwater to permit excavation, construction of the structures and the placement of fill and backfill materials, all to be performed under dry conditions.
 - 2. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometer water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.
 - 3. The dewatering system shall be adequate to pre-drain the water bearing strata above and below the bottom of the foundations, storm and sanitary sewer lines, water lines and all other excavations.
- C. An adequate weight of fill material shall be in place prior to discontinuing dewatering operations to prevent buoyance of any structure or pipe.
- D. All dewatering operations shall be in accordance with applicable requirements of all authorities having jurisdiction, including, but not limited to, the Florida Department of Environmental Protection, the St. Johns River Water Management District and county and city agencies.
- E. Remove the system when all ground water control operations are complete.

3.2 DISPOSAL OF WATER

- A. Promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by this or any other Contractor.
- B. Apply for and secure from all authorities having jurisdiction, all permits required for disposal of water resulting from dewatering operations. Pay all fees.
- C. Obtain written permission from the Owner of any property involved before digging ditches or constructing watercourses for the removal of water.
- D. Where excavation and dewatering occur in soils containing clay, silt or other materials produces turbidity in excess of 29 NTU above background at the point of discharge, provide for settling, filtering or other treatment to lower turbidity to this level.
 - 1. If the project contains storm water retention and/or detention systems, these areas may be temporarily used for treatment by capping the bleed-down pipe, pumping discharge in the pond and allowing it to settle prior to discharge.
 - 2. Temporary detention/treatment ponds may also be constructed. Alum and polymeric coagulation agents may be used to aid in settling, provided that pH is adjusted prior to discharge. If such additives are used, submit a dewatering plan to the Engineer for approval and submit pH test data to the Engineer showing that the pH of the effluent conforms to the requirements of the Generic Permit.

3.3 RESTORATION AND REPAIR OF DAMAGED FACILITIES

- A. If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the soil strata, instability of the slopes or damage to the foundations, structures or pipe may occur.
- B. Furnish all labor, materials and equipment required to restore and repair the soil strata, slopes, foundations, structures, or pipe damaged as a result of such dewatering system inadequacy or failure.
- C. All restoration and repair work shall be approved by the Engineer and shall be performed at no additional cost to the Owner.

END OF SECTION

APPENDIX

A. Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity (DEP Document 62-621.300(2))

APPENDIX A

(to Section 02530 – Dewatering)

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SAMPLE GENERIC PERMIT

FOR THE

DISCHARGE OF PRODUCED GROUND WATER

FROM ANY NON-CONTAMINATED SITE ACTIVITY

Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity

(1) The facility is authorized to discharge produced ground water from any non-contaminated site activity which discharges by a point source to surface waters of the State, as defined in Chapter 62-620, F.A.C., only if the reported values for the parameters listed in Table 1 do not exceed any of the listed screening values.

Before discharge of produced ground water can occur from such sites, analytical tests on samples of the proposed untreated discharge water shall be performed to determine if contamination exists.

(2) Minimum reporting requirements for all produced ground water dischargers. The effluent shall be sampled before the commencement of discharge, again within thirty (30) days after commencement of discharge, and then once every six (6) months for the life of the project to maintain continued coverage under this generic permit. Samples taken in compliance with the provisions of this permit shall be taken prior to actual discharge or mixing with the receiving waters. The effluent shall be sampled for the parameters listed in Table 1.

Table 1

| Parameter | Screening Values for Discharges into: | |
|-----------------------------------|---------------------------------------|----------------|
| | Fresh Waters | Coastal Waters |
| Total Organic Carbon (TOC) | 10.0 mg/l | 10.0 mg/l |
| pH, standard units | 6.0-8.5 | 6.5-8.5 |
| Total Recoverable Mercury | 0.012 µg/l | 0.025 µg/l |
| Total Recoverable Cadmium | 9.3 µg/l | 9.3 µg/l |
| Total Recoverable Copper | 2.9 µg/l | 2.9 µg/l |
| Total Recoverable Lead | 0.03 mg/l | 5.6 µg/l |
| Total Recoverable Zinc | 86.0 µg/l | 86.0 µg/l |
| Total Recoverable Chromium (Hex.) | 11.0 µg/l | 50.0 µg/l |
| Benzene | 1.0 µg/l | 1.0 µg/l |
| Naphthalene | 100.0 µg/l | 100.0 µg/l |

(3) If any of the analytical test results exceed the screening values listed in Table 1, except TOC, the discharge is not authorized by this permit.

(a) For initial TOC values that exceed the screening values listed in Table 1, which may be caused by naturally-occurring, high molecular weight organic compounds, the permittee may request to be exempted from the TOC requirement. To request this exemption, the permittee shall submit additional information with a Notice of Intent (NOI), described below, which describes the method used to determine that these compounds are naturally occurring. The Department shall grant the exemption if the permittee affirmatively demonstrates that the TOC values are caused by naturally-occurring, high molecular weight organic compounds.

(b) The NOI shall be submitted to the appropriate Department district office thirty (30) days prior to discharge, and contain the following information:

1. the name and address of the person that the permit coverage will be issued to;
2. the name and address of the facility, including county location;
3. any applicable individual wastewater permit number(s);
4. a map showing the facility and discharge location (including latitude and longitude);
5. the name of the receiving water; and
6. the additional information required by paragraph (3)(a) of this permit.

(c) Discharge shall not commence until notification of coverage is received from the Department.

(4) For fresh waters and coastal waters, the pH of the effluent shall not be lowered to less than 6.0 units for fresh waters, or less than 6.5 units for coastal waters, or raised above 8.5 units, unless the permittee submits natural background data confirming a natural background pH outside of this range. If natural background of the receiving water is determined to be less than 6.0 units for fresh waters, or less than 6.5 units in coastal waters, the pH shall not vary below natural background or vary more than one (1) unit above natural background for fresh and coastal waters. If natural background of the receiving water is determined to be higher than 8.5 units, the pH shall not vary above natural background or vary more than one (1) unit below natural background of fresh and coastal waters. The permittee shall include the natural background pH of the receiving waters with the results of the analyses required under paragraph (2) of this permit. For purposes of this section only, fresh waters are those having a chloride concentration of less than 1500 mg/l, and coastal waters are those having a chloride concentration equal to or greater than 1500 mg/l.

(5) In accordance with Rule 62-302.500(1)(a-c), F.A.C., the discharge shall at all times be free from floating solids, visible foam, turbidity, or visible oil in such amounts as to form nuisances on surface waters.

(6) If contamination exists, as indicated by the results of the analytical tests required by paragraph (2), the discharge cannot be covered by this generic permit. The facility shall apply for an individual wastewater permit at least ninety (90) days prior to the date discharge to surface waters of the State is expected, or, if applicable, the facility may seek coverage under any other applicable Department generic permit. No discharge is permissible without an effective permit.

(7) If the analytical tests required by paragraph (2) reveal that no contamination exists from any source, the facility can begin discharge immediately and is covered by this permit without having to submit an NOI request for coverage to the Department. A short summary of the proposed activity and copy of the analytical tests shall be sent to the applicable Department district office within one (1) week after discharge begins. These analytical tests shall be kept on site during discharge and made available to the Department if requested. Additionally, no Discharge Monitoring Report forms are required to be submitted to the Department.

(8) All of the general conditions listed in Rule 62-621.250, F.A.C., are applicable to this generic permit.

(9) There are no annual fees associated with the use of this generic permit.

End of Appendix to Section 02530

PALM VALLEY ROAD SIDEWALK

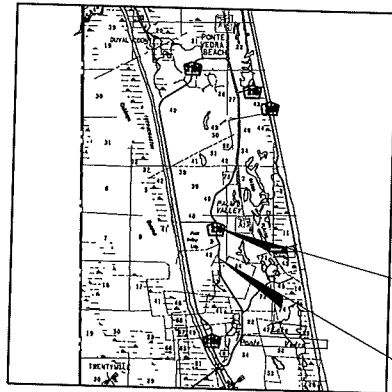
LANDRUM LANE TO CANAL BOULEVARD

ST. JOHNS COUNTY, FLORIDA



INDEX OF ROADWAY PLANS

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| 55-61 | UTILITY ADJUSTMENTS |



END PROJECT
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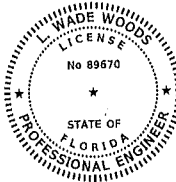
BEGIN PROJECT
STA. 22+00.00

ROADWAY PLANS
ENGINEER OF RECORD:
L. WADE WOODS, P.E.
P.E. NO. 89679
CONNELLY & WICKER INC.
10060 SKINNER LAKE DR. SUITE 500
JACKSONVILLE, FL. 32246

PREPARED FOR:
ST. JOHNS COUNTY ENGINEERING DEPARTMENT
PROJECT MANAGER: JASON D. SPARKS, P.E.

| |
|-----------|
| SHEET NO. |
| 1 |

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



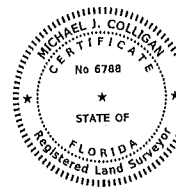
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
Lloyd W Woods
 Digitally signed by Lloyd W Woods
 Date: 2022.02.02 10:29:21 -05'00'
 ON THE DATE ADJACENT TO THE SEAL
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CONNELLY & WICKER INC.
 10080 SKINNER LAKE DR., SUITE 500
 JACKSONVILLE, FL 32246
 L WADE WOODS, P.E. NO. 89670

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

ROADWAY PLANS

| SHEET NO. | SHEET DESCRIPTION |
|-----------|---------------------------------|
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| 2 | SIGNATURE SHEET |
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| 55-61 | UTILITY ADJUSTMENTS |



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
Michael Colligan
 Digitally signed by Michael Colligan
 Date: 2022.02.02 10:28:06 -05'00'
 ON THE DATE ADJACENT TO THE SEAL
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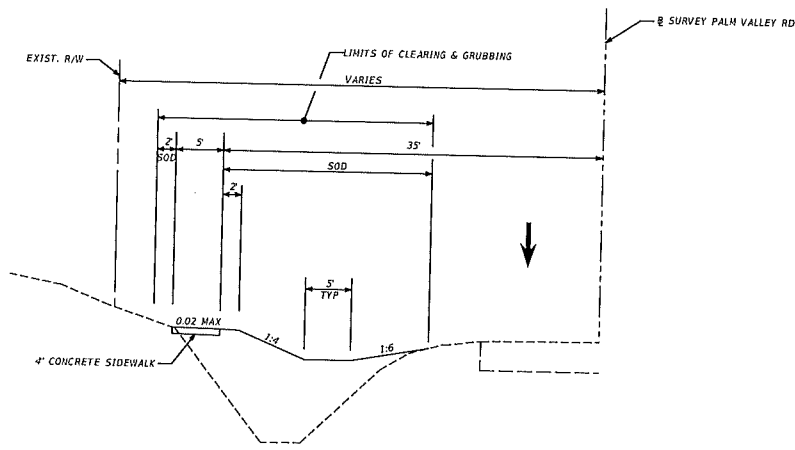
CLARY & ASSOCIATES, INC.
 2830 CROWN POINT ROAD
 JACKSONVILLE, FL 32257
 MICHAEL J. COLLIGAN, PLS NO. 6788

THE ABOVE NAMED REGISTERED LAND SURVEYOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 547.064, F.A.C.


ROADWAY PLANS

| SHEET NO. | SHEET DESCRIPTION |
|-----------|-------------------|
| 2 | SIGNATURE SHEET |
| 5-6 | PROJECT CONTROL |

| | | | | |
|-------------------------------|--|---|-------------------------------|-------------------------------|
| | <p>Connolly & Wicker Inc. 10080 Skinner Lake Dr., Suite 500 Jacksonville, FL 32246 Phone 904.265.3030 Fax 904.265.3031 CA No. 3650 LA No. LC26000311 Engineer of Record L. Wade Woods, P.E. FL P.E. No. 89670</p> | <p>ST. JOHNS COUNTY ENGINEERING DEPARTMENT</p> | <p>SIGNATURE SHEET</p> | <p>SHEET NO. 2</p> |
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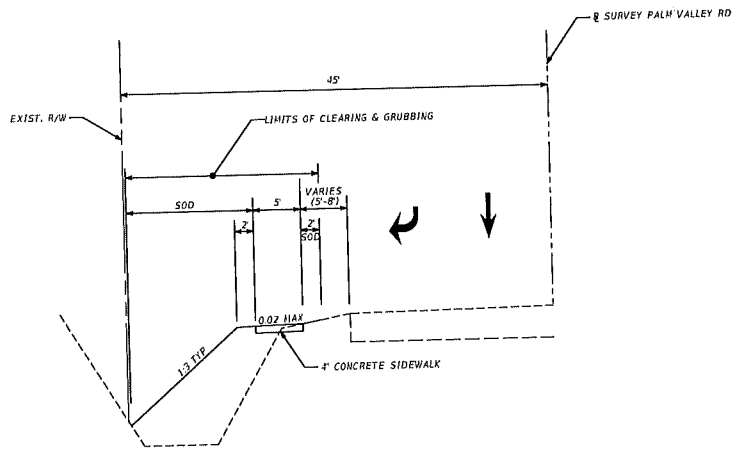


TYPICAL SECTION No. 1
 STA. 22+92.48 - STA. 26+60.00
 STA. 28+40.00 - STA. 53+43.80

| REVISIONS | | DATE | DESCRIPTION | Connelly & Wicker Inc. 10060 Skinner Lake Dr., Suite 500 Jacksonville, FL 32246 Phone 904.265.3030 Fax 904.263.3031 CA No. 3650 LA No. LC26000311 Engineer of Record: L. Wade Woods, P.E. FL P.E. No. 85670 |  | ST. JOHNS COUNTY ENGINEERING DEPARTMENT | TYPICAL SECTION | SHEET NO. 3 |
|-----------|-------------|------|-------------|--|---|---|------------------------|-------------------|
| DATE | DESCRIPTION | | | | | | | |
| | | | | | | | | |

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TYPICAL SECTION No. 2
 STA. 26+60.00 - STA. 28+40.00

| REVISIONS | | DESCRIPTION | |
|-----------|-------------|-------------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

Connelly & Wicker Inc.
 10060 Swinner Lake Dr., Suite 500
 Jacksonville, FL 32256
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3659 IA No. LC28000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 09670



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

TYPICAL SECTION

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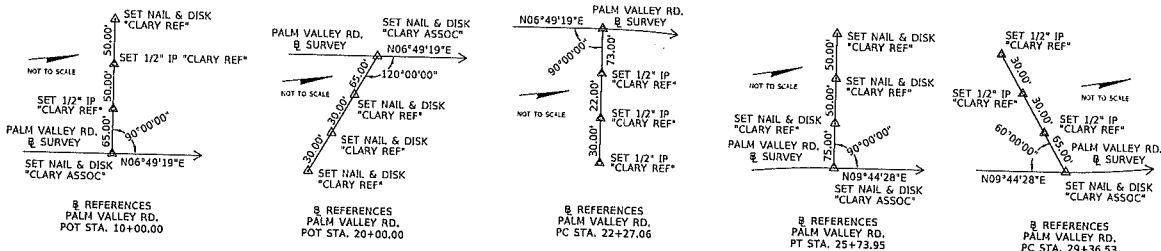
| | |
|-----------|---|
| SHEET NO. | 4 |
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**PALM VALLEY ROAD
PROJECT NETWORK CONTROL TABULATION
BASELINE OF SURVEY**

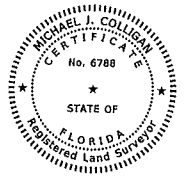
| HORIZONTAL AND VERTICAL CONTROL | | | | | | | | | |
|---------------------------------|----------|-----------|---------------|---------------------------|--------------|-------------|-----------------|-----------------|--|
| Control Point | Station | Offset | (2) Elevation | Description | Y (Northing) | X (Easting) | Latitude | Longitude | |
| TBM1 | 11+87.64 | 111.25'LT | 5.12 | NL & CLARY ELEVATION DISK | 2119901.7870 | 534071.8050 | 30°09'51.62611" | 81°23'10.88754" | |
| C1 | 12+97.30 | 605.49'LT | 5.00 | 5/8"IRC CLARY TRAV | 2119951.0645 | 533560.8471 | 30°09'52.10587" | 81°23'16.62811" | |
| C2 | 12+59.29 | 29.29'RT | 6.11 | 5/8"IRC CLARY TRAV | 2119999.5460 | 534201.6530 | 30°09'52.59615" | 81°23'09.41213" | |
| C3 | 19+20.62 | 43.54'RT | 7.11 | 5/8"IRC CLARY TRAV | 2120647.9583 | 534139.4415 | 30°09'58.01446" | 81°23'10.15723" | |
| TBM2 | 22+38.43 | 50.74'RT | 4.90 | NL & CLARY ELEVATION DISK | 2120963.9000 | 534107.9450 | 30°10'02.14085" | 81°23'10.51683" | |
| C4 | 25+79.71 | 39.00'LT | 6.45 | 5/8"IRC CLARY TRAV | 2121304.9087 | 534030.1512 | 30°10'05.51378" | 81°23'11.41623" | |
| C5 | 31+90.03 | 16.35'RT | 6.28 | 5/8"IRC CLARY TRAV | 2121902.3760 | 534166.1936 | 30°10'11.43250" | 81°23'09.89940" | |
| TBM3 | 32+21.95 | 11.25'RT | 7.01 | NL & CLARY ELEVATION DISK | 2121934.5130 | 534160.5890 | 30°10'11.75011" | 81°23'09.95458" | |
| C6 | 38+40.25 | 32.07'RT | 7.08 | 5/8"IRC CLARY TRAV | 2122537.8185 | 534012.9680 | 30°10'17.71738" | 81°23'11.65961" | |
| C7 | 44+14.00 | 13.26'LT | 7.92 | 5/8"IRC CLARY TRAV | 2123044.4669 | 533746.8132 | 30°10'22.72359" | 81°23'14.71138" | |
| TBM4 | 41+98.75 | 33.73'RT | 6.44 | NL & CLARY ELEVATION DISK | 2122853.0530 | 533850.8320 | 30°10'20.83234" | 81°23'13.51893" | |
| C8 | 50+68.15 | 15.54'LT | 7.05 | 5/8"IRC CLARY TRAV | 2123699.5106 | 533717.6272 | 30°10'29.20665" | 81°23'15.07610" | |
| C9 | 54+11.80 | 19.49'LT | 6.91 | 5/8"IRC CLARY TRAV | 2124072.9860 | 533704.8520 | 30°10'32.00316" | 81°23'15.22327" | |
| TBM5 | 55+10.79 | 15.22'RT | 7.11 | NL & CLARY ELEVATION DISK | 2124142.7270 | 533738.0330 | 30°10'33.59462" | 81°23'14.85394" | |
| C10 | N/A | N/A | N/A | 5/8"IRC CLARY TRAV | 2124598.3270 | 533692.1540 | 30°10'38.10291" | 81°23'15.39429" | |

**PALM VALLEY ROAD
REFERENCE POINTS**



- LEGEND**
- △ = NAIL & DISK
 - ▲ = IP
 - = CONCRETE MONUMENT
 - CMON = CONCRETE MONUMENT
 - IRC = IRON ROD AND CAP
 - N&D = NAIL AND DISK
 - REB. = REBAR
 - IP = IRON PIPE
 - FND = FOUND
 - ℳ = BASELINE SURVEY

| STATION | NORTHING (Y) | EASTING (X) |
|----------|--------------|-------------|
| 10+00.00 | 2119728.6860 | 534204.5603 |
| 20+00.00 | 2120721.6063 | 534085.7776 |
| 22+27.06 | 2120947.0585 | 534058.8069 |
| 25+73.95 | 2121092.6313 | 534087.6170 |
| 29+36.53 | 2121649.5862 | 534128.9590 |



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THE ABOVE NAMED REGISTERED LAND SURVEYOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 5J-17.062, F.A.C.


PROJECT CONTROL NOTE
 1. PROJECT IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NAD 1983/2011 HORIZONTAL DATUM/ZONE. HORIZONTAL CONTROL IS BASED ON THE FLORIDA PERMANENT REFERENCE NETWORK.
 2. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD83)

| REVISION DATE | QUANTITY | WORK ORDER NO. | REASON FOR REVISION |
|---------------|----------|----------------|---------------------|
| | | | |

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION SET FORTH IN CHAPTER 61A-11, F.L.A.C. AND MEETS THE REQUIREMENTS OF SECTION 373.01, F.L.A.C. UNLESS OTHERWISE SHOWN AND NOTED HEREON.

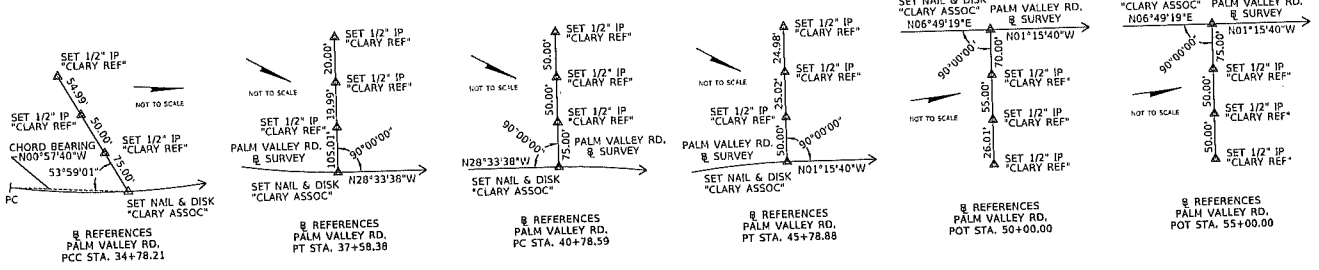
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THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE CLIENTS AND DOES NOT EXTEND TO ANY UNRELATED PARTY.


Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 P.O. BOX 3731
 JACKSONVILLE, FLORIDA 32251
 (904) 750-3731
 WWW.CLARYASSOC.COM

DATE: 07-27-20
SHEET No. 1

**PALM VALLEY ROAD
REFERENCE POINTS**

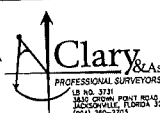


| STATION | NORTHING (Y) | EASTING (X) |
|----------|--------------|-------------|
| 34+78.21 | 2122188.4426 | 534119.9269 |
| 37+58.38 | 2122450.5804 | 534023.9368 |
| 40+78.59 | 2122731.9226 | 533870.8489 |
| 45+78.88 | 2123310.7055 | 533743.3301 |
| 50+00.00 | 2123631.7221 | 533734.0613 |
| 55+00.00 | 2124131.6010 | 533723.0562 |

| REVISION DATE | CHANGER | WORK ORDER NO. | REASON FOR REVISION |
|---------------|---------|----------------|---------------------|
| | | | |
| | | | |

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Clary & Associates
 PROFESSIONAL SURVEYORS & MAPPERS
 1818 N. 37th
 JACKSONVILLE, FLORIDA 32217
 (904) 280-3700
 WWW.CLARYASSOCIATES.COM

DATE: 07-27-20 SHEET No. 2

GENERAL NOTES AND CONSTRUCTION REQUIREMENTS:

1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ST. JOHNS COUNTY LAND DEVELOPMENT CODE, ORDINANCES 99-51 AND 01-34.
2. THE CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT AND THE STORAGE OF MATERIALS, TO AREAS WITHIN THE LIMITS OF CONSTRUCTION AS NOTED ON THE PLAN SHEETS. ANY OFF SITE STORAGE AREA WILL REQUIRE PRIOR REVIEW BY ST. JOHNS COUNTY STAFF. THE CONTRACTOR WILL SUBMIT A REQUEST FOR THE USE OF OFF SITE AREAS TO THE COUNTY PROJECT MANAGER, ENGINEERING DIVISION, ST. JOHNS COUNTY FLORIDA, 2740 INDUSTRI CENTER ROAD, ST. AUGUSTINE FLORIDA 32084, (904) 209-0655. THE USE OF ANY OFF SITE STORAGE AREA WILL BE AT THE CONTRACTOR'S EXPENSE.
3. ANY EXCAVATION EXCEEDING 1.5 FT SHALL BE DONE BY HAND WITHIN 5 FEET OF ANY FIELD DESIGNATED UNDERGROUND UTILITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GENERAL MAINTENANCE WITHIN THE PROJECT LIMITS DURING THE DURATION OF CONSTRUCTION. ACTIVITIES FOR GENERAL MAINTENANCE SHALL INCLUDE POTHOLE PATCHING, DEAD ANIMAL/LARGE DEBRIS REMOVAL AND MISCELLANEOUS MAINTENANCE ITEMS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ALL TURF CONDITIONS, INCLUDING MOWING, AND DRAINAGE SYSTEMS TO COUNTY STANDARDS DURING CONSTRUCTION THROUGH TO FINAL ACCEPTANCE. THE COST FOR GENERAL MAINTENANCE SHALL BE INCLUDED IN LUMP SUM ITEM FOR CLEARING AND GRUBBING.
5. LIMESTONE IS NOT TO REMAIN IN ANY AREA TO BE SODED.
6. CONTRACTOR CANNOT WORK ON SATURDAY, SUNDAY, AND HOLIDAYS WITHOUT ST. JOHNS COUNTY APPROVAL. APPROVAL OF WORK ON THESE DAYS TO BE CONFIRMED ONE WEEK PRIOR TO WORK DATE.
7. CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING STRUCTURES, IMPROVEMENTS, UTILITIES (BOTH OVERHEAD AND UNDERGROUND), PROPERTY LINES AND CONFIRM ALL PROPOSED DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION OR ORDERING MATERIALS.
8. EXISTING OVERHEAD AND ELECTRICAL LINES ARE LOCATED WITHIN PROJECT LIMITS. USE EXTREME CAUTION TO PROTECT MEN, MACHINERY, AND UTILITIES.
9. CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENTATION RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. SILT FENCE AND SYNTHETIC BALES SHALL BE PLACED IN ACCORDANCE WITH FLORIDA EROSION AND SEDIMENT CONTROL MANUAL AND FOOT SPECIFICATIONS. RE-VEGETATION AND STABILIZATION FOR DISTURBED AREAS SHOULD BE ACCOMPLISHED AS SOON AS POSSIBLE TO REDUCE THE POTENTIAL OF SOIL EROSION.
10. ALL DISTURBED AREAS SHALL BE SODED, SEEDED AND MULCHED OR LANDSCAPED IN ACCORDANCE WITH THE PLANS. CONTRACTOR IS RESPONSIBLE FOR ALL ESTABLISHED GRASS AND PLANTINGS ON ALL DISTURBED AREAS. ALL SLOPES STEEPER THAN 3:1 SHALL BE STAKED SOD. ALL SOD IS TO BE BERMUDA/BAHIA MIX, UNLESS OTHERWISE NOTED.
11. ALL WORK SHALL BE COMPLETED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF OSHA SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS RESULTING FROM THIS JOB.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING HIS BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS. EITHER OVERHEAD, SURFACE OR SUBSURFACE, WHICH MAY BE AFFECT THE WORK PERFORMANCE UNDER THIS CONTRACT.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE REQUIRED FOR THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION STAKING AND LAYOUT OF THE PROJECT IN ACCORDANCE WITH THE CONSTRUCTION PLANS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL/DISPOSAL OF ANY UNSUITABLE MATERIALS INCLUDING BUT NOT LIMITED TO DEBRIS SUCH AS BROKEN CONCRETE, ROOTS, TREES, MUCK, ETC. FROM HIS OPERATION AND FURNISHING AND CONTACTING SUITABLE REPLACEMENT BACKFILL MATERIAL.
15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ST. JOHNS COUNTY LAND DEVELOPMENT CODE AND FLORIDA DEPT. OF TRANSPORTATION STANDARDS, DETAILS AND SPECIFICATIONS UNLESS OTHERWISE NOTED. IN THE CASE OF WATER AND SEWER CONSTRUCTION, CONSTRUCTION SHALL MEET ST. JOHNS COUNTY STANDARDS, AS WELL AS APPLICABLE STATE AND LOCAL CODES. FIRE HYDRANTS SHALL MEET ST. JOHNS COUNTY REQUIREMENTS. THRUST RESTRAINT SHALL BE ACCOMPLISHED USING PIPE RESTRAINING DEVICES. THE RODS WITH THRUST BLOCKS SHALL NOT BE ALLOWED.
16. UTILITY ADJUSTMENTS ARE REQUIRED. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION FOR VERIFICATION, LOCATION AND ADJUSTMENT OF UTILITIES. THE CONTRACTOR SHALL PROVIDE THE UTILITY OWNERS ADVANCE NOTICE NOTED BELOW PRIOR TO CONSTRUCTION IN ORDER FOR ADJUSTMENTS TO BE MADE BY THE OWNERS. THE CONTRACTOR SHALL PROVIDE ALL SCHEDULING AND COORDINATION ACTIVITIES NECESSARY FOR THE ADJUSTMENTS TO BE MADE. ANY FIELD ADJUSTMENTS TO THE FINAL GRADE REQUESTED BY THE OWNERS WILL BE MADE BY THE CONTRACTOR.

| UTILITY OWNERS: | CONTACT: | TELEPHONE: | ADVANCE NOTICE: |
|-----------------|------------------------|----------------|-----------------|
| CABLE | JAMES GRAHAM | (904) 380-6341 | 7 DAYS |
| ELECTRIC | BEACHES ENERGY | (904) 237-5153 | 7 DAYS |
| TELEPHONE | AT&T FLORIDA | (904) 307-5424 | 5 DAYS |
| FIBER | ESSENTIA INC (VERIZON) | (727) 421-9108 | 21 DAYS |
| WATER & SEWER | ST. JOHNS UTILITY | (904) 209-2652 | 7 DAYS |
17. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.
18. B.M DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-88).
19. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

GENERAL NOTES AND CONSTRUCTION REQUIREMENTS CONTINUED:

20. TACK COAT IS REQUIRED ON PRIMED BASES THAT HAVE BECOME DIRTY OR CANNOT BE CLEANED, OR WHERE THE PRIME COAT HAS CURED AND LOST ALL BONDING EFFECT. TACK COAT SHALL COMPLY WITH FDOT STANDARDS.
 21. GRADES SHOWN ARE FINISHED GRADES.
 22. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED.
 23. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED.
 24. ST. JOHNS COUNTY ENGINEERING INSPECTOR SHALL BE NOTIFIED 24 HOURS PRIOR TO ALL NECESSARY SITE WORK INSPECTIONS AND 5 DAYS PRIOR TO THE FINAL INSPECTION.
 25. CONTRACTOR SHALL SECURE A STOCKPILE LOCATION. CONTRACTOR SHALL NOT STOCKPILE MATERIALS WITHIN THE ROADWAY RIGHT OF WAY.
 26. ALL DRIVEWAY TURNOUTS SHALL COMPLY WITH FDOT INDEX 330-001 AND WITH ST. JOHNS LAND DEVELOPMENT CODE (SJC LDC). THE MAXIMUM GRADE CHANGE WITHOUT A VERTICAL CURVE IS THREE PERCENT (3%). SEE THE ST. JOHNS COUNTY LAND DEVELOPMENT CODE FIGURE 6.03. THE MINIMUM LENGTH FOR VERTICAL CURVES ON ROADWAY AND DRIVEWAY CONNECTIONS AND TURNOUTS IS TEN FEET (10').
 27. ALL DRAINAGE PIPES INSTALLED WITHIN ROADWAY RIGHT/EASEMENTS (PUBLIC OR PRIVATE) SHALL BE TELEVIEWED BY A COMPANY OR INDIVIDUAL CERTIFIED TO PERFORM SUCH WORK PER LAND DEVELOPMENT CODE 6.04.07.1.5.9. THIS TELEVIEWING OF THE DRAINAGE LINE SHALL BE DONE IN COLOR AND SHALL BE OF SUCH QUALITY AS TO VISUALLY IDENTIFY THE PROPER CONSTRUCTION OF ALL JOINTS AND PIPE ALIGNMENT. A VIDEO TAPE SHALL BE PROVIDED TO THE COUNTY UPON COMPLETION. THE TELEVIEWING OF ALL DRAINAGE LINES SHALL BE PERFORMED AFTER THE PLACEMENT OF THE BASE MATERIAL AND PRIOR TO THE FINAL WEARING SURFACE OF THE ROADWAY. THE APPROVAL BY THE COUNTY OF THE TELEVIEWING SHALL BE REQUIRED PRIOR TO THE PLACEMENT OF RECORD (EOR).
 28. THE CONTRACTOR SHALL UTILIZE AND INDEPENDENT TESTING LABORATORY TO PERFORM MATERIAL TESTING AND SOIL TESTING IN ACCORDANCE WITH COUNTY REQUIREMENTS.
 29. CONTRACTOR TO PROVIDE FDOT CERTIFIED NOT SUPERVISOR THAT IS AVAILABLE 24 HOURS A DAY FOR WORK ZONE TRAFFIC CONTROL.
 30. QUANTITIES SHOWN ARE ESTIMATES ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL FINAL QUANTITY CALCULATIONS.
 31. THE GENERAL SITE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE CURB RAMPS. CONTRACTOR SHALL PROVIDE CURB RAMPS AT ALL SIDEWALK AND CURB CONNECTIONS. THE CONSTRUCTION AND PLACEMENT OF ANY CURB CUT RAMPS OR LANDING PADS SHALL ADHERE TO THE MINIMUM STANDARDS AS SET FORTH BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX 522-002, SHEETS 1 THROUGH 7, AND 28 CODE OF FEDERAL REGULATIONS (CFR) PART 36, APPENDIX A LATEST SURFACE ACCESSIBILITY CODE AS WELL AS APPLICABLE COUNTY REQUIREMENTS; LDC SECTION 6.04.02.C. DETECTABLE WARNING SURFACES SHALL MEET ST. JOHNS COUNTY'S STANDARDS.
 32. ALL DETECTABLE WARNING SURFACES FOR CURB RAMPS SHALL BE COUNTY APPROVED YELLOW COLORED COMPOSITE MATERIAL ANCHORED IN THE CONCRETE RAMP. ANCHORED COMPOSITE WARNING AREA INSERTS ARE TO BE COLORED "SAFETY YELLOW" AND ARE TO BE SET INTO THE CONCRETE FLUSH WITH CONCRETE SURFACE ALONG ALL FOUR SIDES. DESIGN DIMENSIONS OF DETECTABLE WARNING AREA SHALL CONFORM TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX 522-002, SHEETS 1 THROUGH 7, AND 28 CODE OF FEDERAL REGULATIONS (CFR) PART 36, APPENDIX A LATEST REVISION, AS WELL AS APPLICABLE COUNTY REQUIREMENTS.
 33. CONTRACTOR SHALL RELOCATE EXISTING FENCE IMPACTED BY THE PROPOSED CONSTRUCTION TO THE EXISTING RIGHT OF WAY LINE. CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY DAMAGED FENCE DURING RELOCATION.
- DEMOLITION REQUIREMENTS:**
1. ALL CONSTRUCTION/DEMOLITION AND DISPOSAL TO BE IN ACCORDANCE WITH APPLICABLE CODES AND ENVIRONMENTAL RULES AND REGULATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL/DISPOSAL OF ANY UNSUITABLE MATERIALS INCLUDING BUT NOT LIMITED TO DEBRIS SUCH AS BROKEN CONCRETE, ROOTS, TREES, MUCK, ETC.
 3. ALL SYNTHETIC BALES AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
 4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MOW THE PROJECT AREA AT A 30 DAY CYCLE FROM MAY THROUGH OCTOBER. HAND CUTTING AROUND OBSTRUCTIONS (SIGNS, HEADWALLS, GUARDRAILS, AND LIKE ITEMS) AND LITTER PICKUP SHALL BE INCIDENTAL TO PROJECT. IF WITHIN THE ABOVE DESIGNATED TIME PERIOD.
- DRAINAGE:**
1. DRAINAGE PIPES 18" AND GREATER SHALL BE METAL REINFORCED CONCRETE PIPE. WALL B CONCRETE PIPE TO HAVE ALL JOINTS WRAPPED WITH FILTER FABRIC IN ACCORDANCE WITH FDOT STANDARD INDEX 430-001, UNLESS OTHERWISE APPROVED BY THE COUNTY, THE ENGINEER AND THE OWNER.
 2. UPON COMPLETION OF ALL CONSTRUCTION, THE PROJECT SITE SHALL BE LEFT CLEAN. ALL STORM DRAIN LINES WILL BE CHECKED WITH AND IN THE PRESENCE OF THE COUNTY ENGINEER. DIRTY LINES AS DETERMINED BY THE ENGINEER SHALL BE CLEANED AS REQUIRED.
 3. ALL DRAINAGE STRUCTURE BOTTOMS SHALL BE SUMPED 18" BELOW THE LOWEST ADJACENT PIPE INVERT.

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Connelly & Wicker Inc.
 10460 Skinner Lake Dr., Suite 500
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 Phone 904.263.3030 Fax 904.263.3031
 CA No. 8630 LA No. LC26000311
 Engineer of Record
 L. Wade Woods, P.E.
 FL P.E. No. 85678



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

GENERAL NOTES

SHEET NO.
7

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AS-BUILT DRAWING REQUIREMENTS:

1. PROVIDE THE FOLLOWING "AS-BUILT" INFORMATION:

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

2. "AS-BUILT" DRAWINGS SHALL ALSO COMPLY WITH ANY ADDITIONAL REQUIREMENTS SET BY ST. JOHNS COUNTY.

3. SUBMITTAL OF AS-BUILT SITE SURVEY, INCLUDING BENCHMARKS, IS REQUIRED IN COMPLIANCE WITH SECTION 6.01.00 OF THE ST. JOHNS COUNTY LAND DEVELOPMENT REVIEW MANUAL PRIOR TO SCHEDULING A FINAL INSPECTION BY THE ENGINEERING DEPARTMENT AND FIRE MARSHALL.

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Connelly & Wicker Inc.
 10080 Skinner Lake Dr., Suite 500
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 I. Wade Woods, P.E.
 FL P.E. No. 09870



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

GENERAL NOTES

SHEET NO.
 8

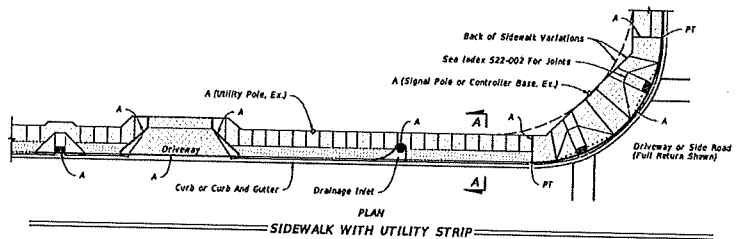
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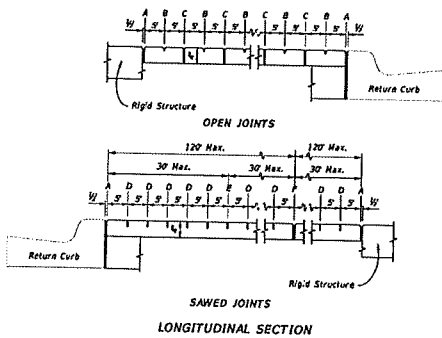
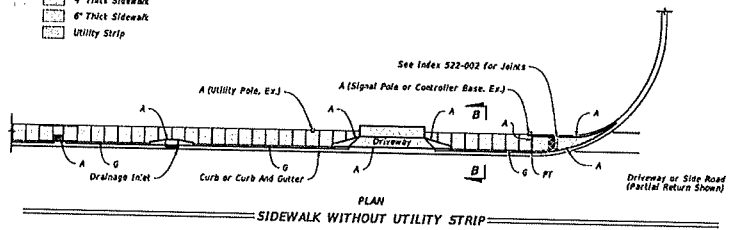
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GENERAL NOTES:

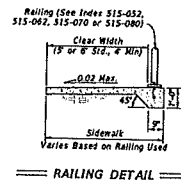
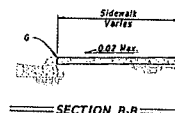
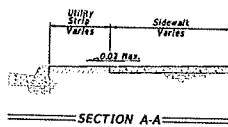
1. Construct sidewalks in accordance with Specification 522. Use 6" concrete for Sidewalks and Curb Ramps located within Curb Ramps (See Plan View). Install all other concrete with thickness as shown, unless otherwise detailed in the Plans.
2. Include detectable warnings on sidewalk curb ramps in accordance with Index 522-002.
3. For Driveways see Index 522-002.
4. Bond breaker material can be any impermeable coated or sheet membrane or preformed material having a thickness of not less than 6 mils and not more than 1/4".
5. Construct sidewalks with Edge Beam through the limits of any surface mounted Pedestrian/Bicycle Railing or Pipe Curb/railing shown in the plans. (See RAILING DETAIL)



- LEGEND:**
- 4" Thick Sidewalk
 - 6" Thick Sidewalk
 - Utility Strip



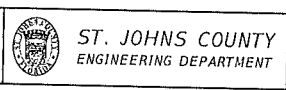
- LEGEND:**
- A- 1/2" Expansion Joints (Preformed Joint Filler) between the sidewalk and: driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles).
 - B- 1/2" Dummy Joints, Tooled
 - C- 1/2" Formed Open Joints
 - D- 1/2" Saw Cut Joints, 1 1/2" Deep (within 96 hours) Max. 5' Centers
 - E- 1/2" Saw Cut Joints, 1 1/2" Deep (within 12 hours) Max. 30' Centers (Joints Required When Length Exceeds 30')
 - F- 1/2" Expansion Joint When Run of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or as localized as directed by the Engineer.
 - G- Cold Joint With Bond Breaker, Tooled



GENERAL NOTES AND CONCRETE SIDEWALK ON CURBED ROADWAYS

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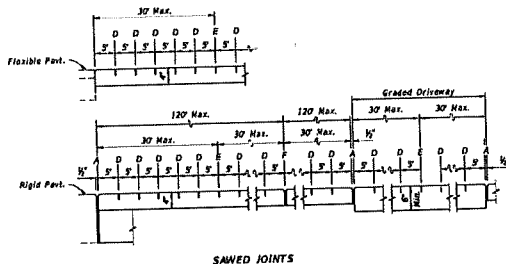
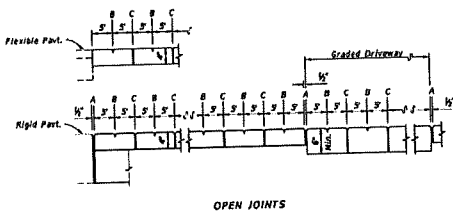
Connelly & Wicker Inc.
10940 Stoner Lake Dr., Suite 500
Jacksonville, FL 32246
Phone 904.365.3030 Fax 904.265.3031
CA No. 3650 LA No. LC26000311
Employer of Record:
L. Wade Warden, P.E.
P.E. No. 89670



SIDEWALK DETAILS

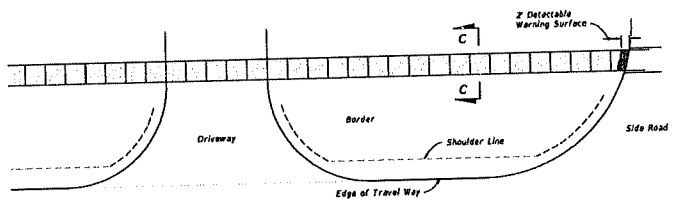
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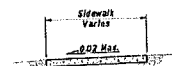
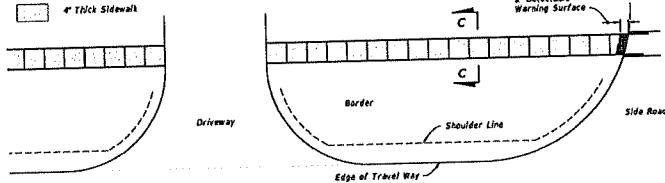
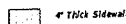


- LEGEND:**
- A- 1/2" Expansion Joints (Preformed Joint Filler) between the sidewalk and driveways, sidewalk-intersections, and all other fixed objects (e.g. drainage inlets and utility poles)
 - B- 1/2" Dummy Joints, Tied
 - C- 1/2" Formed Open Joints
 - D- 1/2" Saw Cut Joints, 1 1/2" Deep (with in 96 hours) Max. 3' Centers
 - E- 1/2" Saw Cut Joints, 1 1/2" Deep (with in 12 hours) Max. 30' Centers (Joints) Required When Length Exceeds 30'
 - F- 1/2" Expansion Joint When Run Of Sidewalk Exceeds 120'. Intermediate locations when called for in the plans or at locations as directed by the Engineer.

SIDEWALK JOINTS



LEGEND:



CONCRETE SIDEWALK ON FLUSH SHOULDER ROADWAYS

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 Phone 904 765-3030 Fax 904 765-3031
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 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 69670

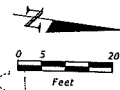
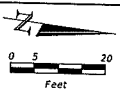
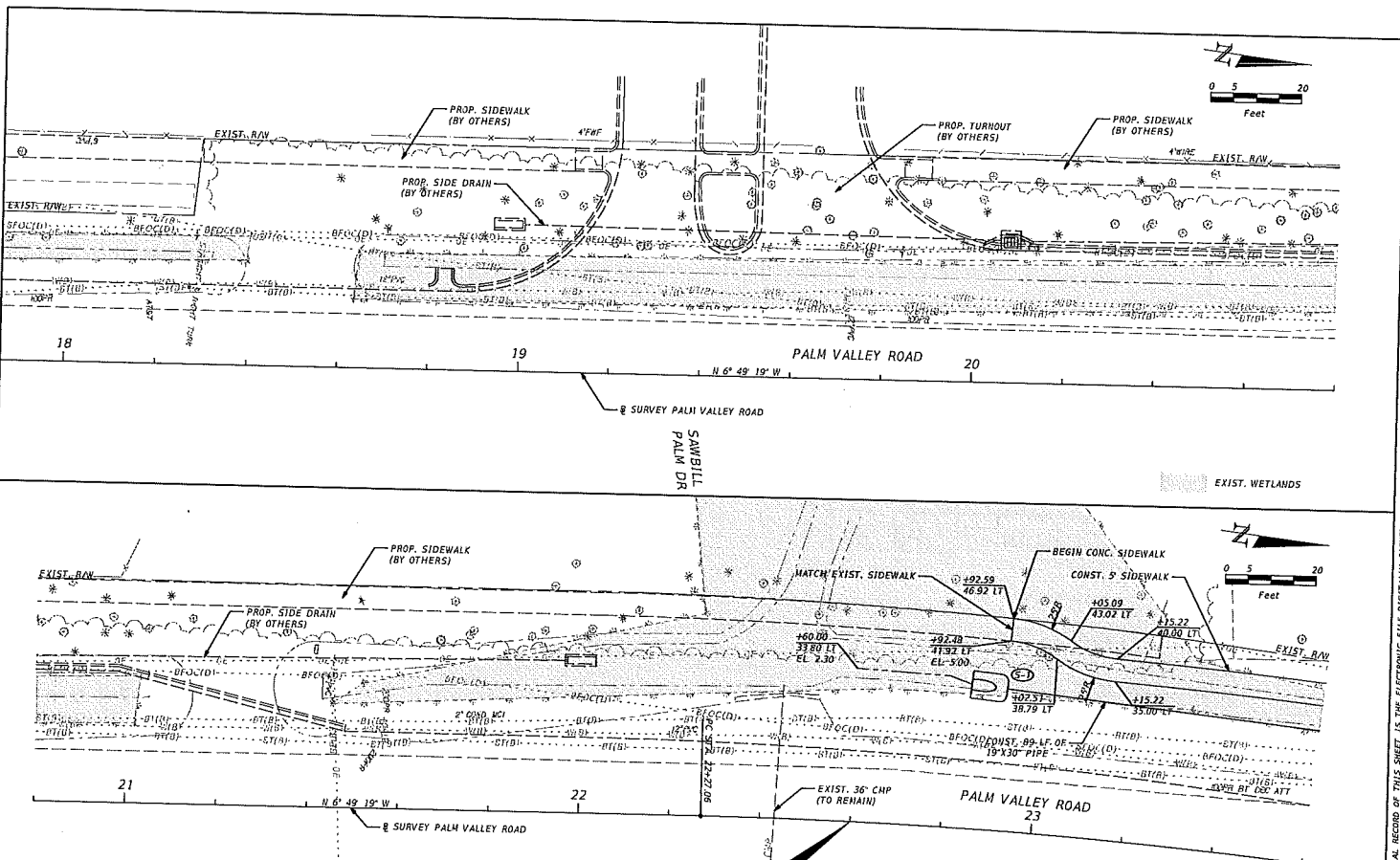


ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

SIDEWALK DETAILS

SHEET NO.
10

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BEGIN PROJECT
STA. 22+60.00 @ SURVEY PALM VALLEY ROAD

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CA No. 3650 LA No. LC26600311
Engineer of Record:
L. Wade Woods, P.E.
FL P.E. No. 95675



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

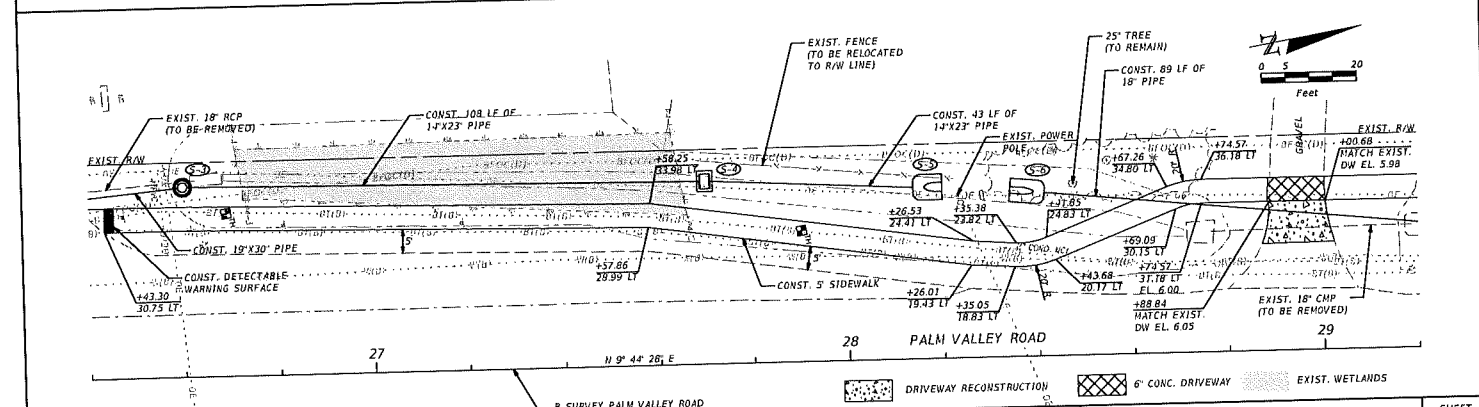
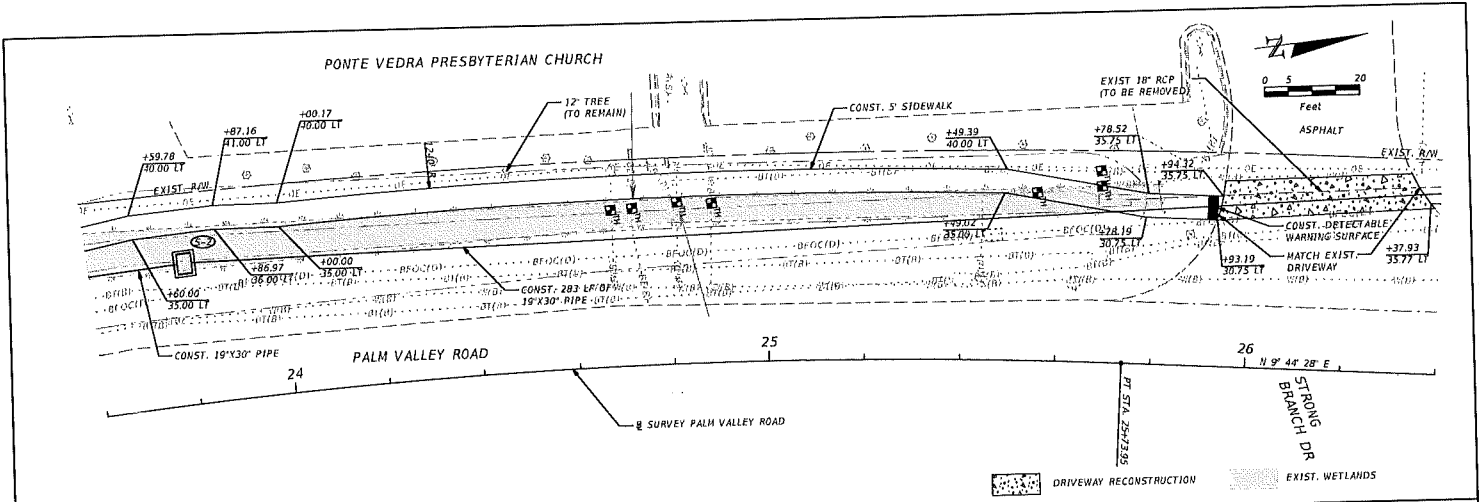
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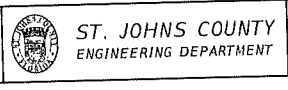
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 10080 Skinner Lake Dr., Suite 500
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 Phone 904.263.2030 Fax 904.263.2031
 CA No. 3850 LA No. 1C26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 68670

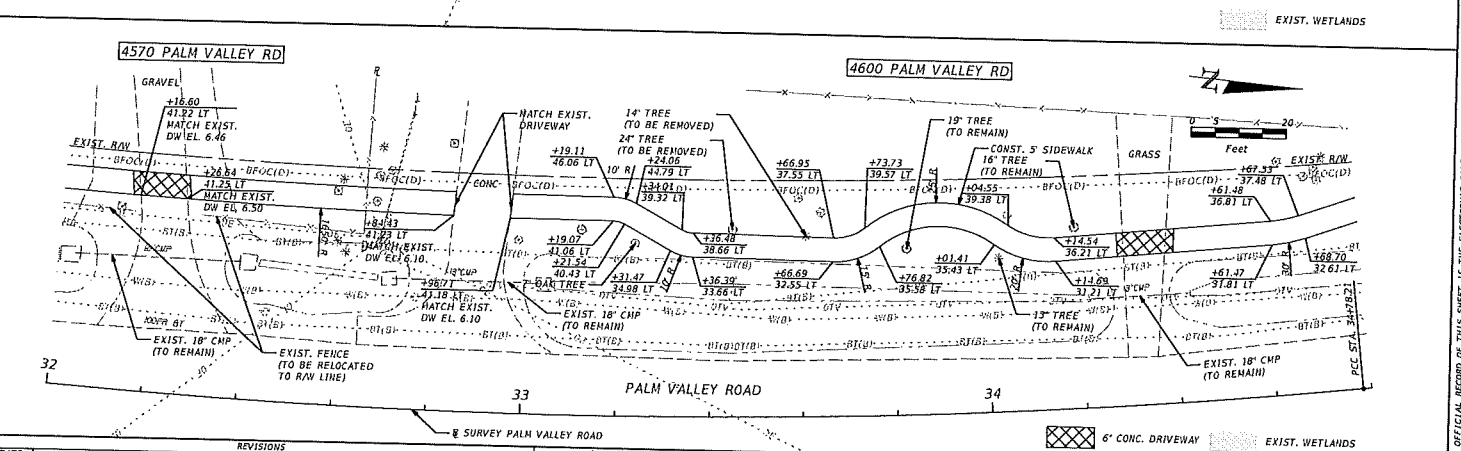
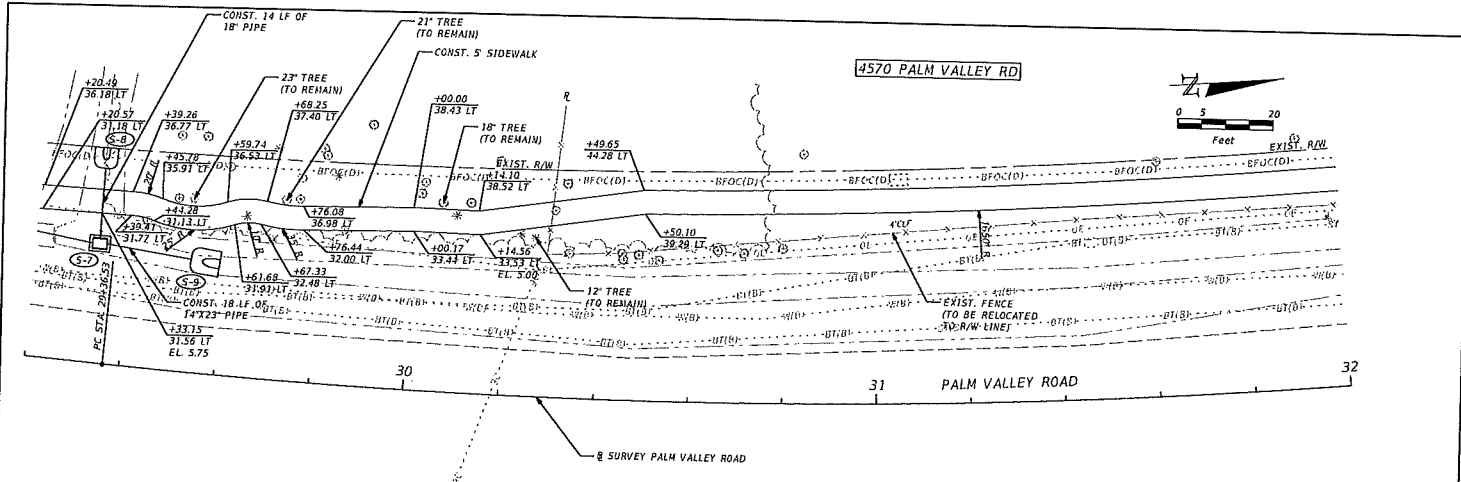


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 CA No. 9550 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 65822

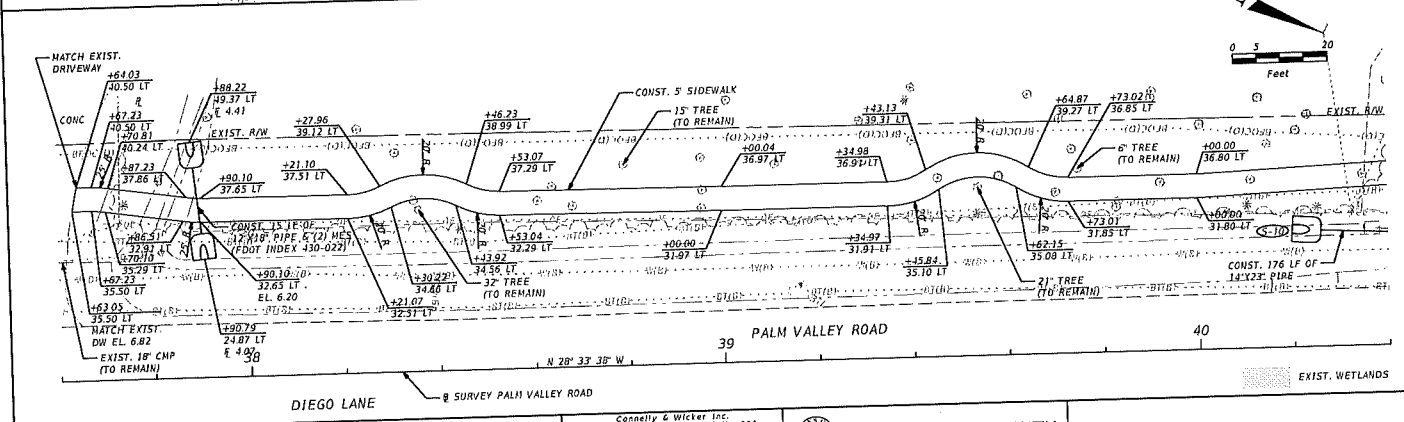
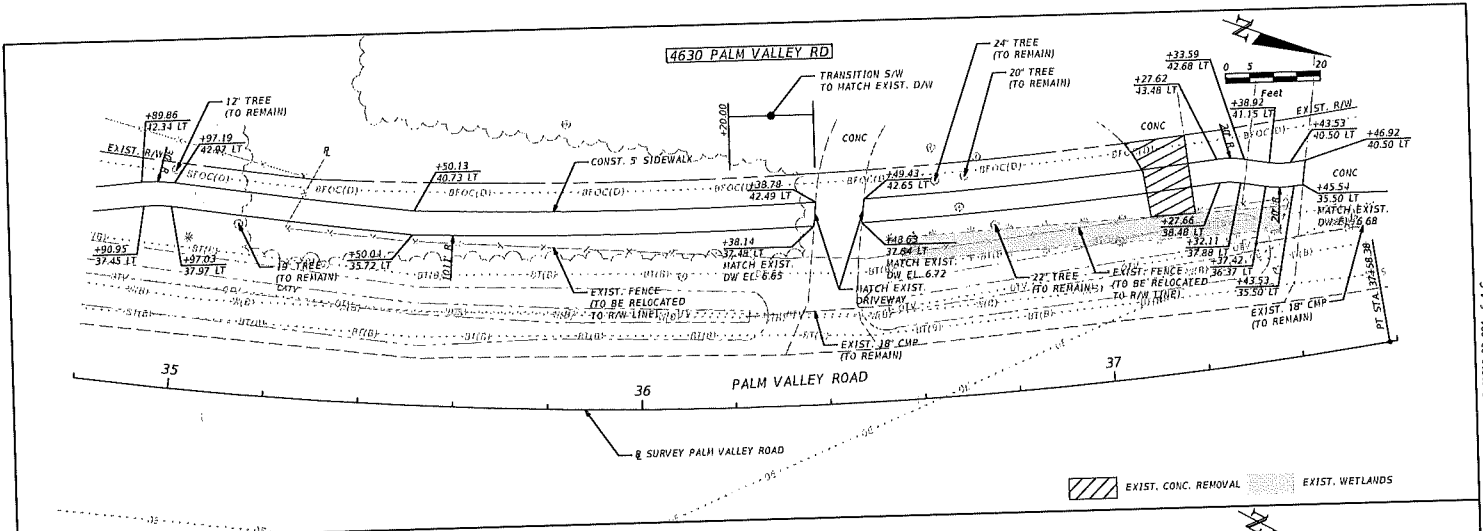
ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

PLAN SHEET

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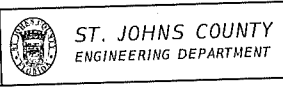
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 CA No. 3650 IA No. 127609311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 93670

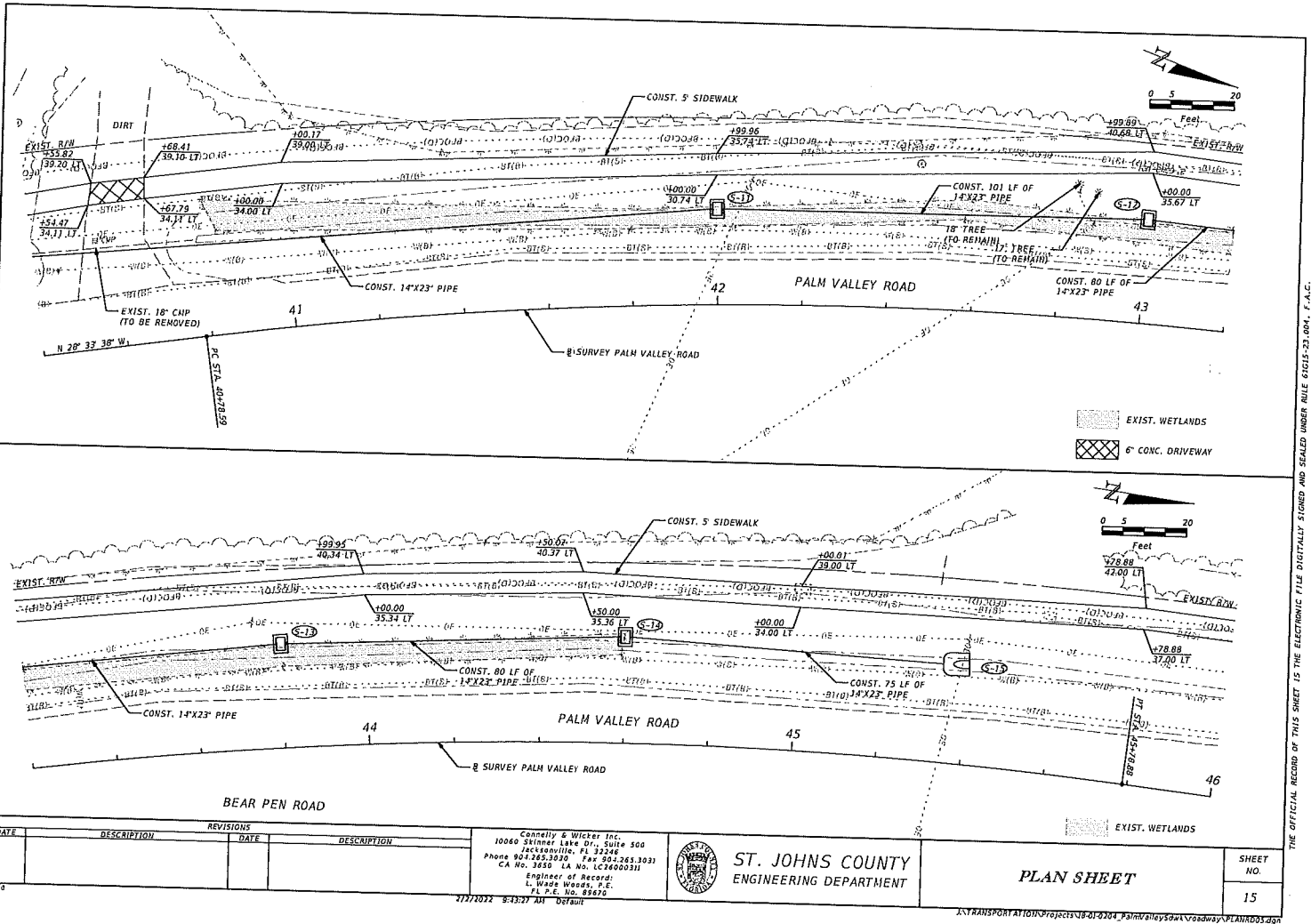


ST. JOHN'S COUNTY
 ENGINEERING DEPARTMENT

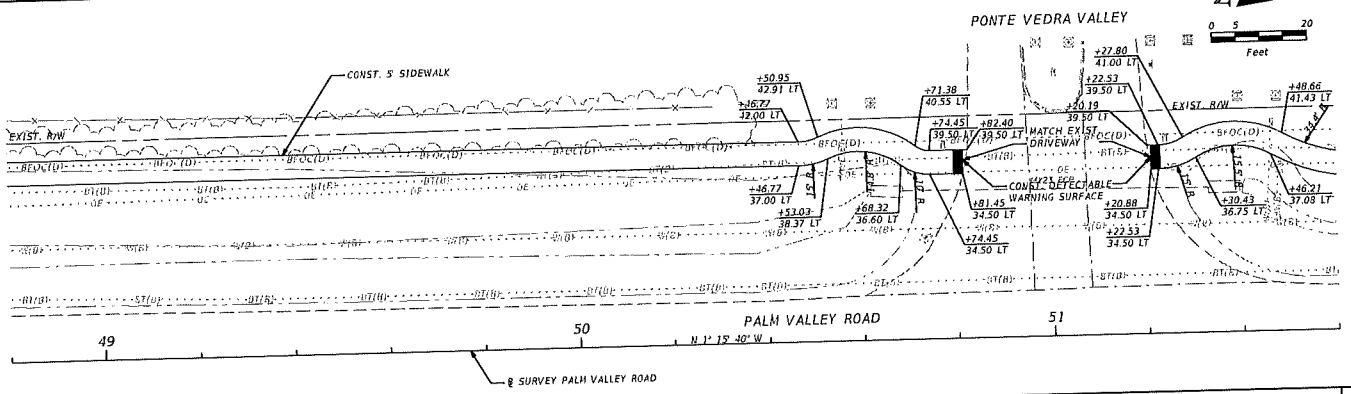
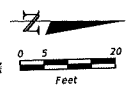
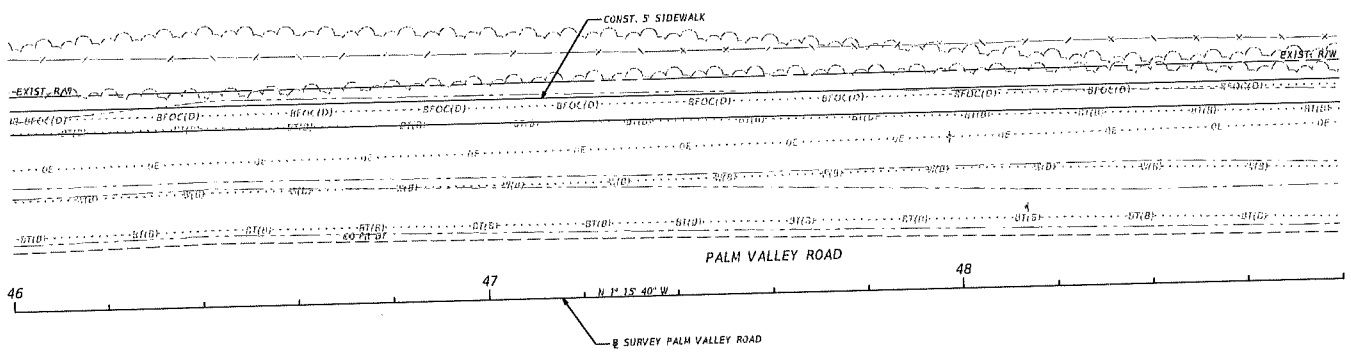
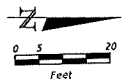
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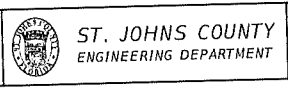


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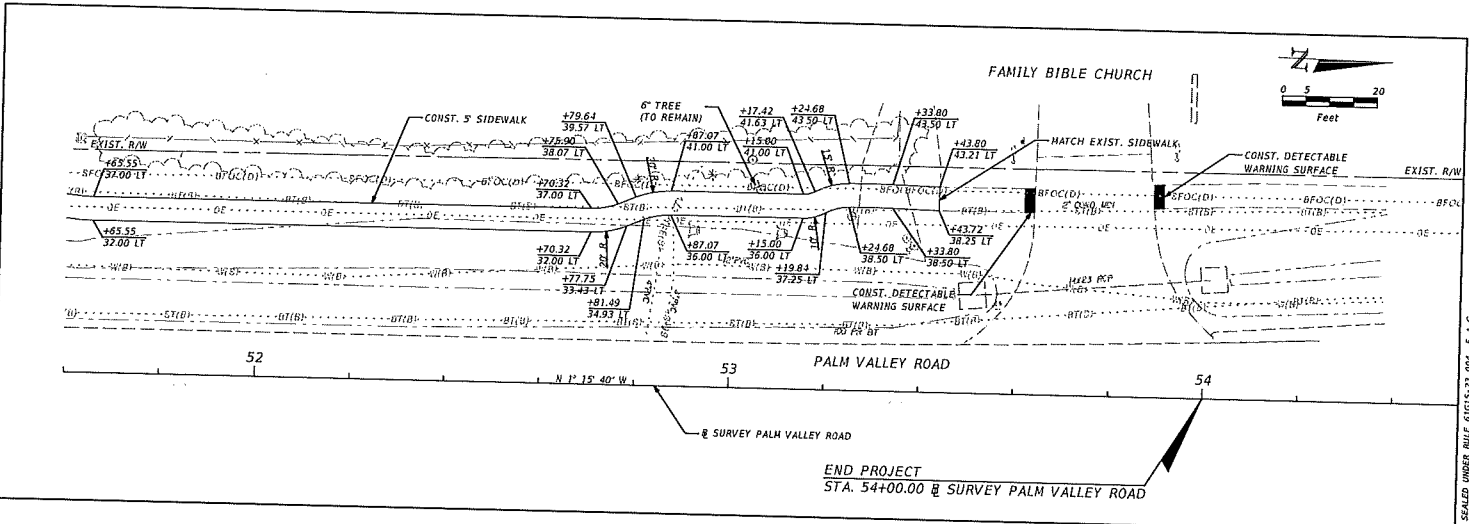
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Connelly & Wicker Inc.
 10060 Skinner Lake Dr., Suite 300
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 Phone 904.263.3010 Fax 904.263.3031
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 FL P.E. No. 69670



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 10080 Skinner Lake Dr., Suite 500
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 Phone 904.265.3030 Fax 904.265.3031
 CA No. 2650 LA No. LC26000311
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 L. Wade Woods, P.E.
 FL P.E. No. 65870

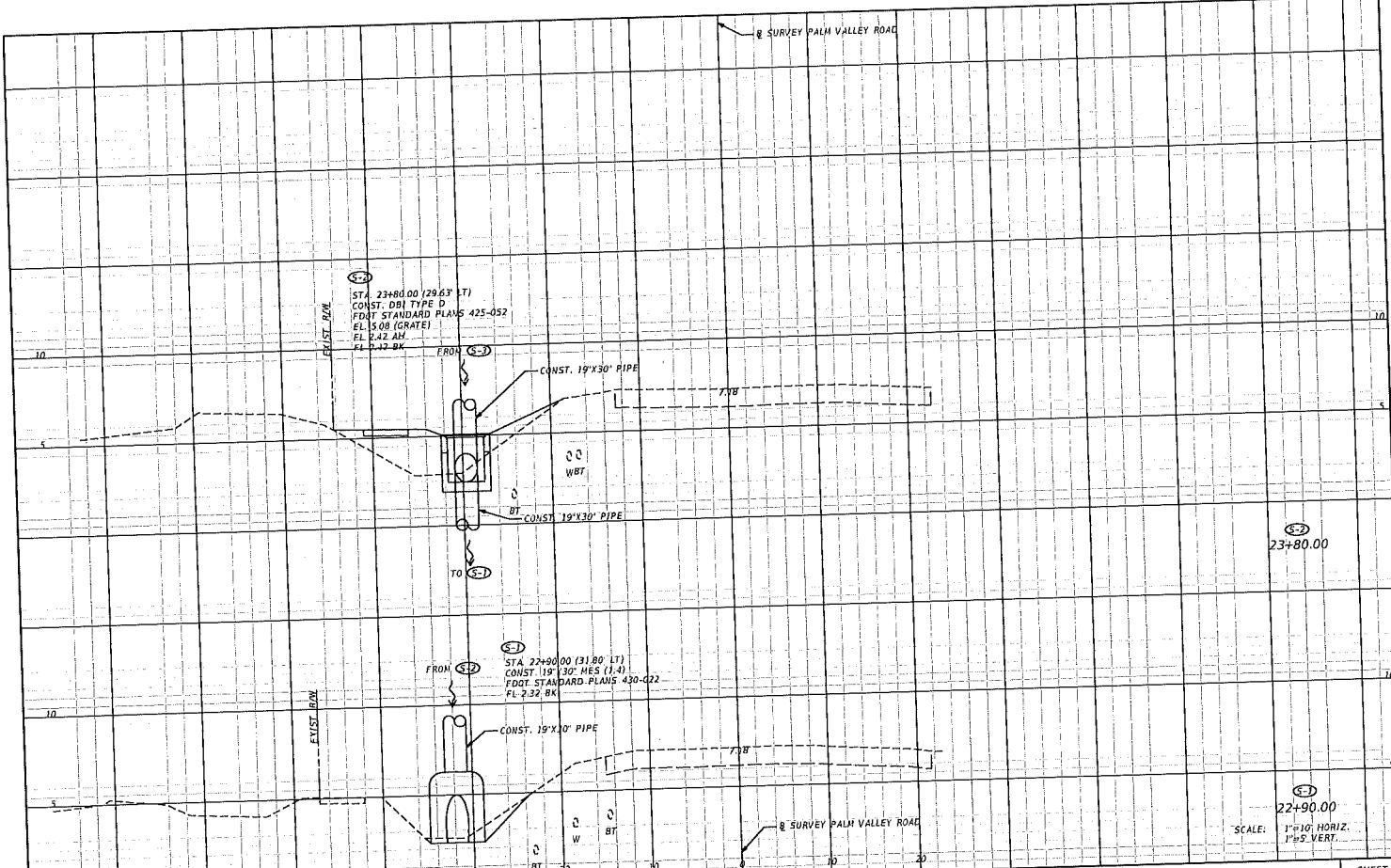


ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

PLAN SHEET

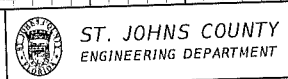
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 10060 Skinner Lake Dr., Suite 500
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 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3650 EA No. LC26009311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 33670

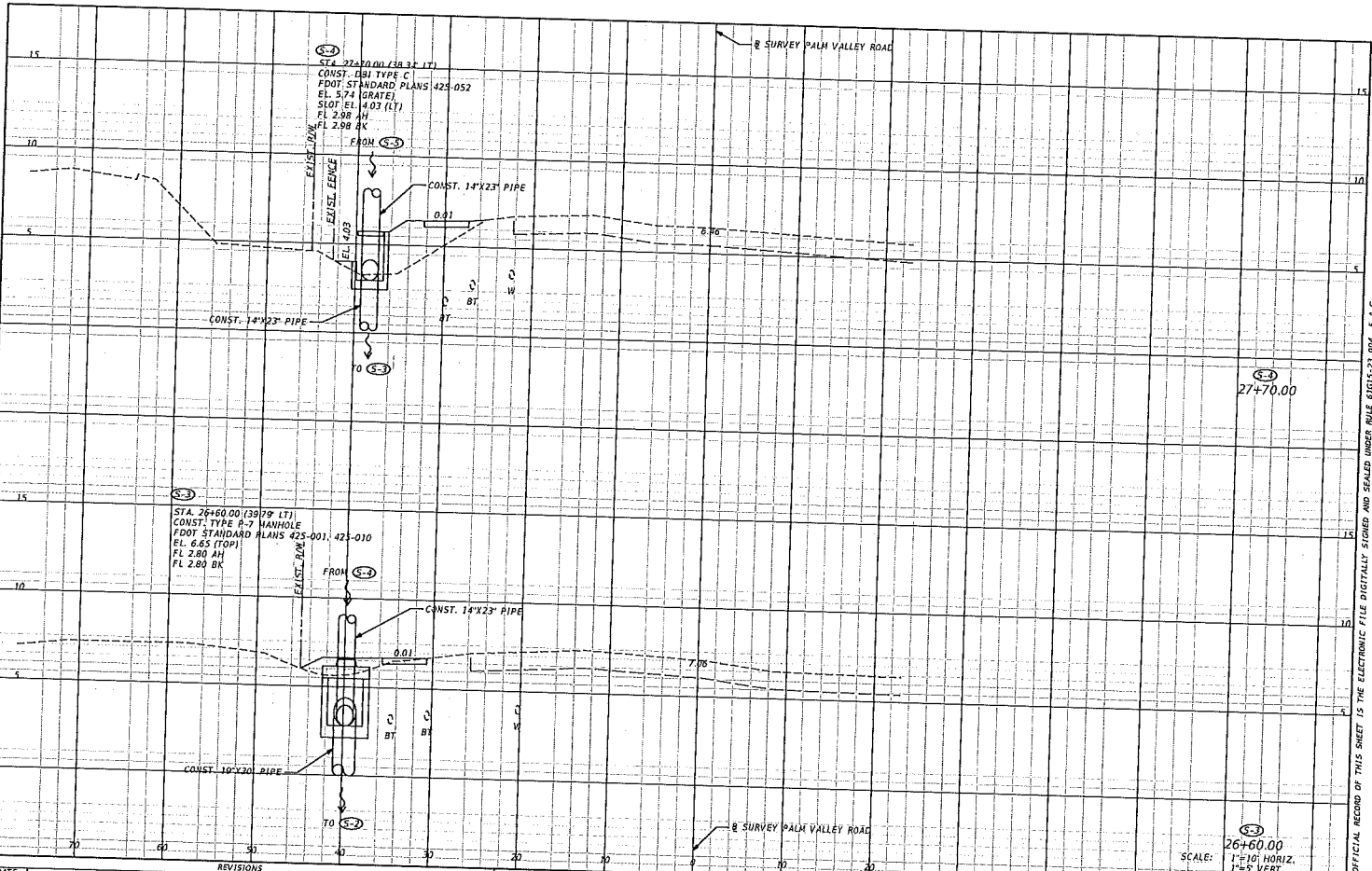


ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

DRAINAGE STRUCTURES

SHEET
 NO. 18

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 Phone 904.265.2030 Fax 904.265.3031
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 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 88570



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

DRAINAGE STRUCTURES

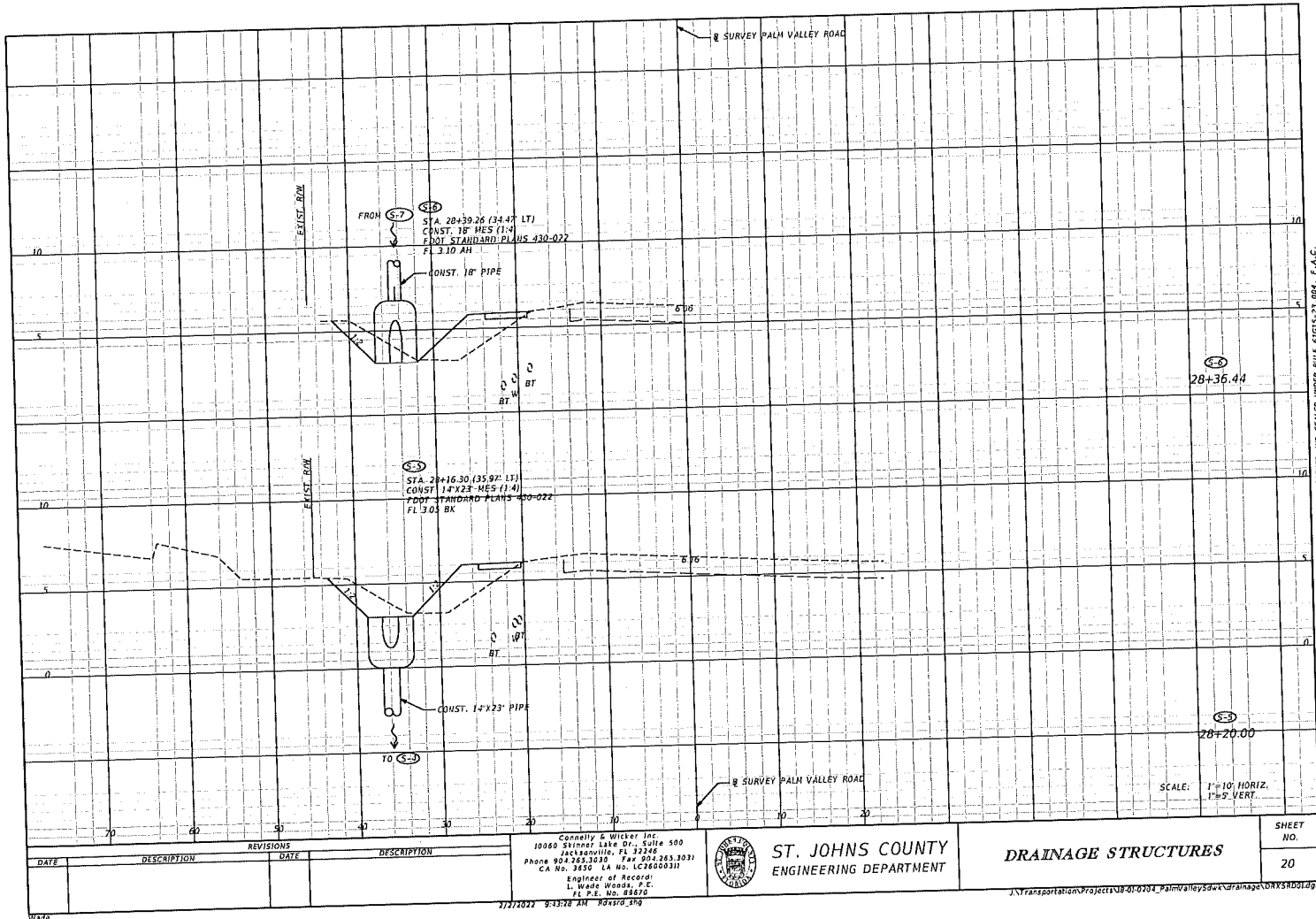
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Connelly & Wicker Inc.
 10060 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.765.3030 Fax 904.265.3031
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 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 68870



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

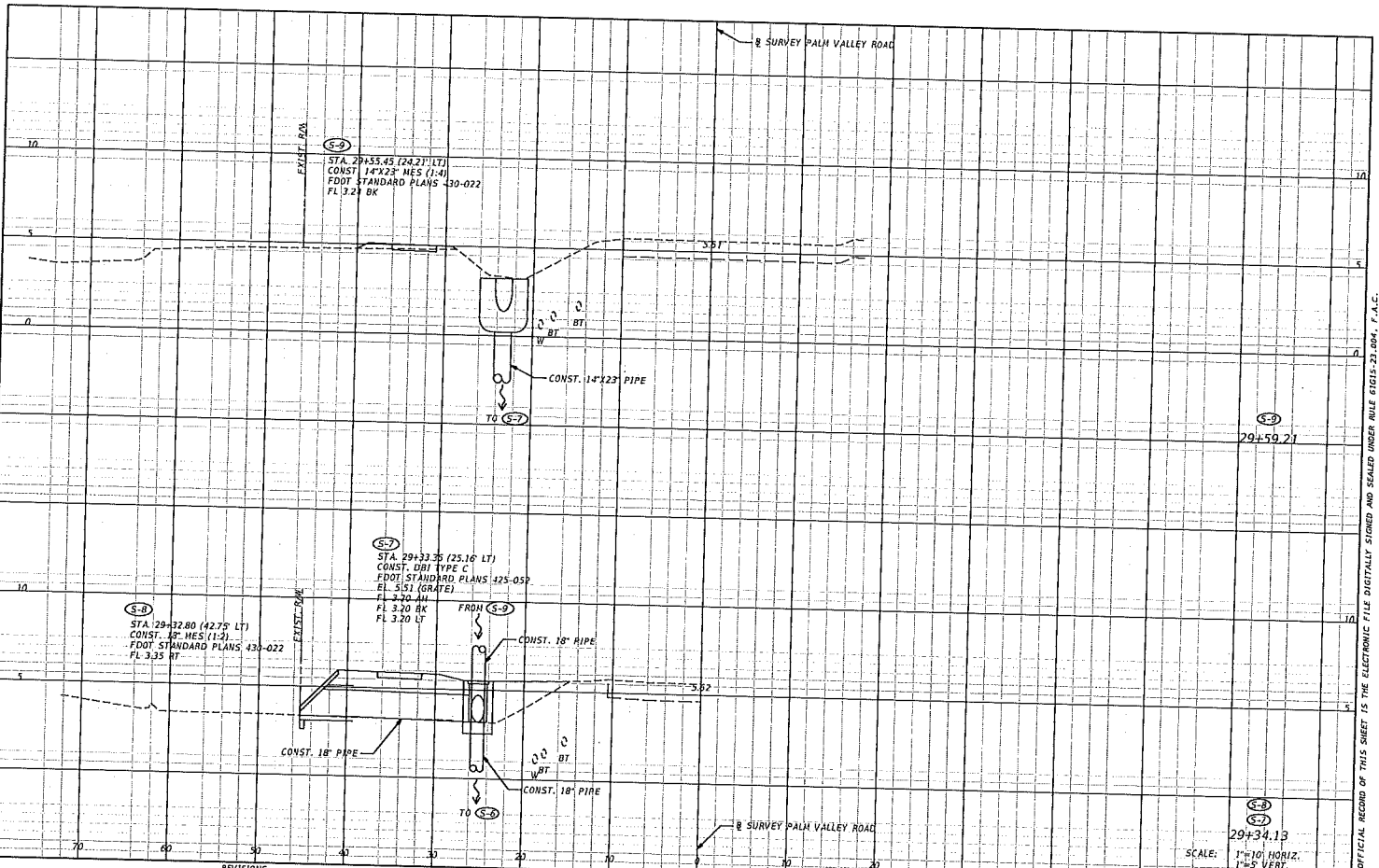
DRAINAGE STRUCTURES

SHEET NO.
 20

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2/27/2022 9:43:28 AM hsknsrd.shg

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Conradly & Wicker Inc.
 10060 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32226
 Phone 904.265.3610 Fax 904.265.3031
 CA No. 3650 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 09870

ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

DRAINAGE STRUCTURES

SCALE: 1"=10' HORIZ.
 1"=5' VERT.

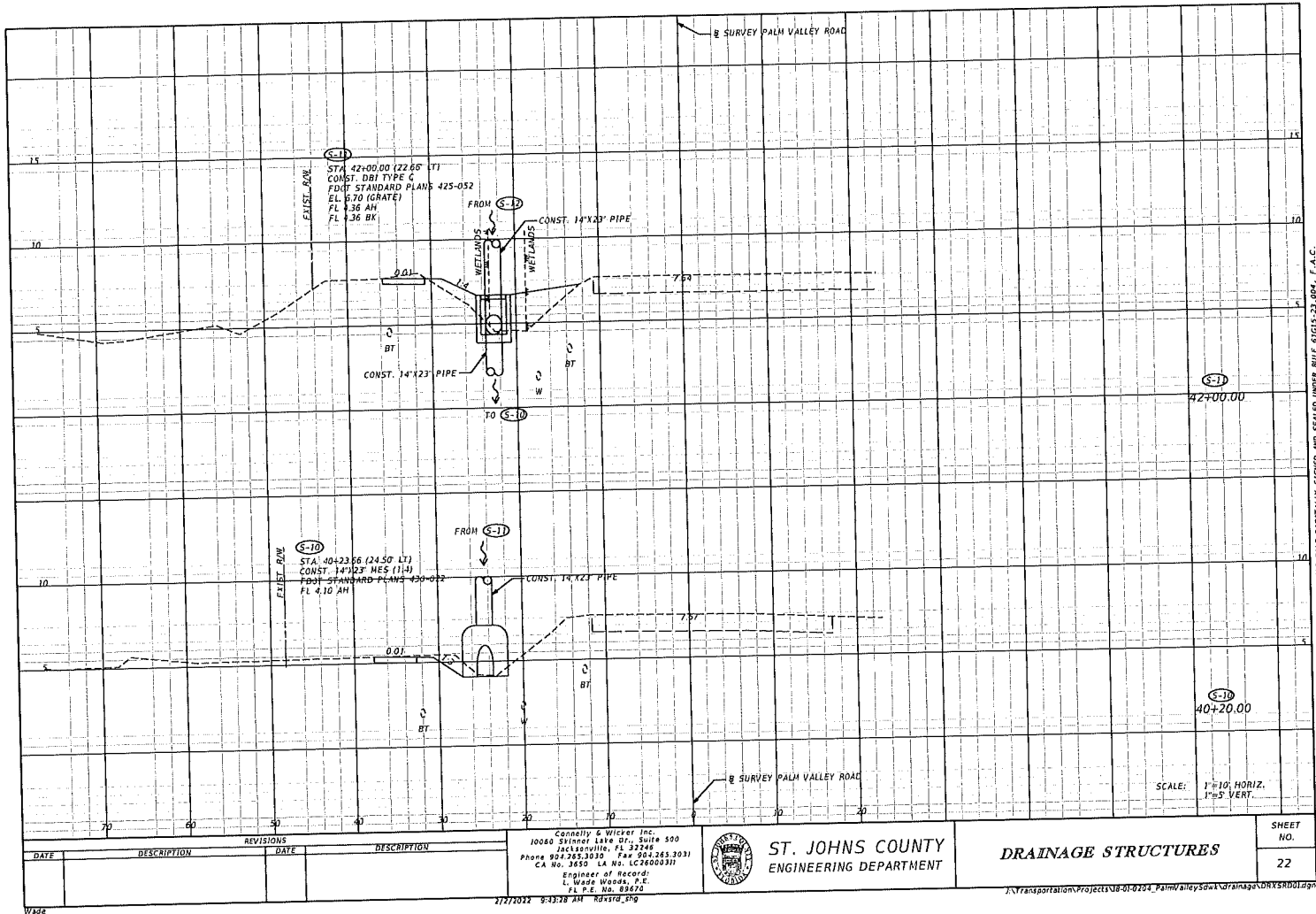
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SHEET NO. 21

Wade

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Connolly & Wicker Inc.
 10060 S Vinnet Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3653 LR No. LC6000331
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 89676



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

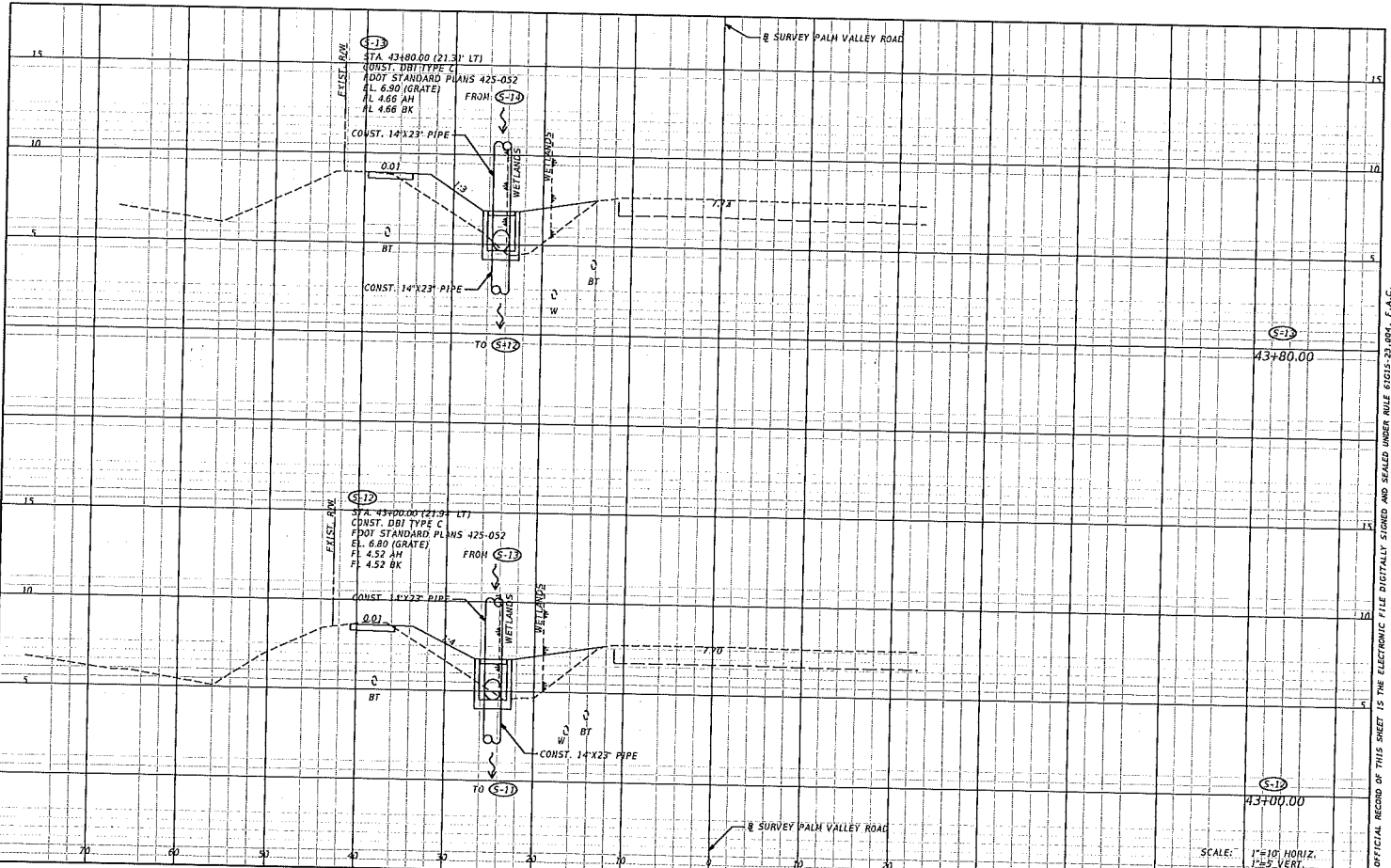
DRAINAGE STRUCTURES

SHEET NO.
 22

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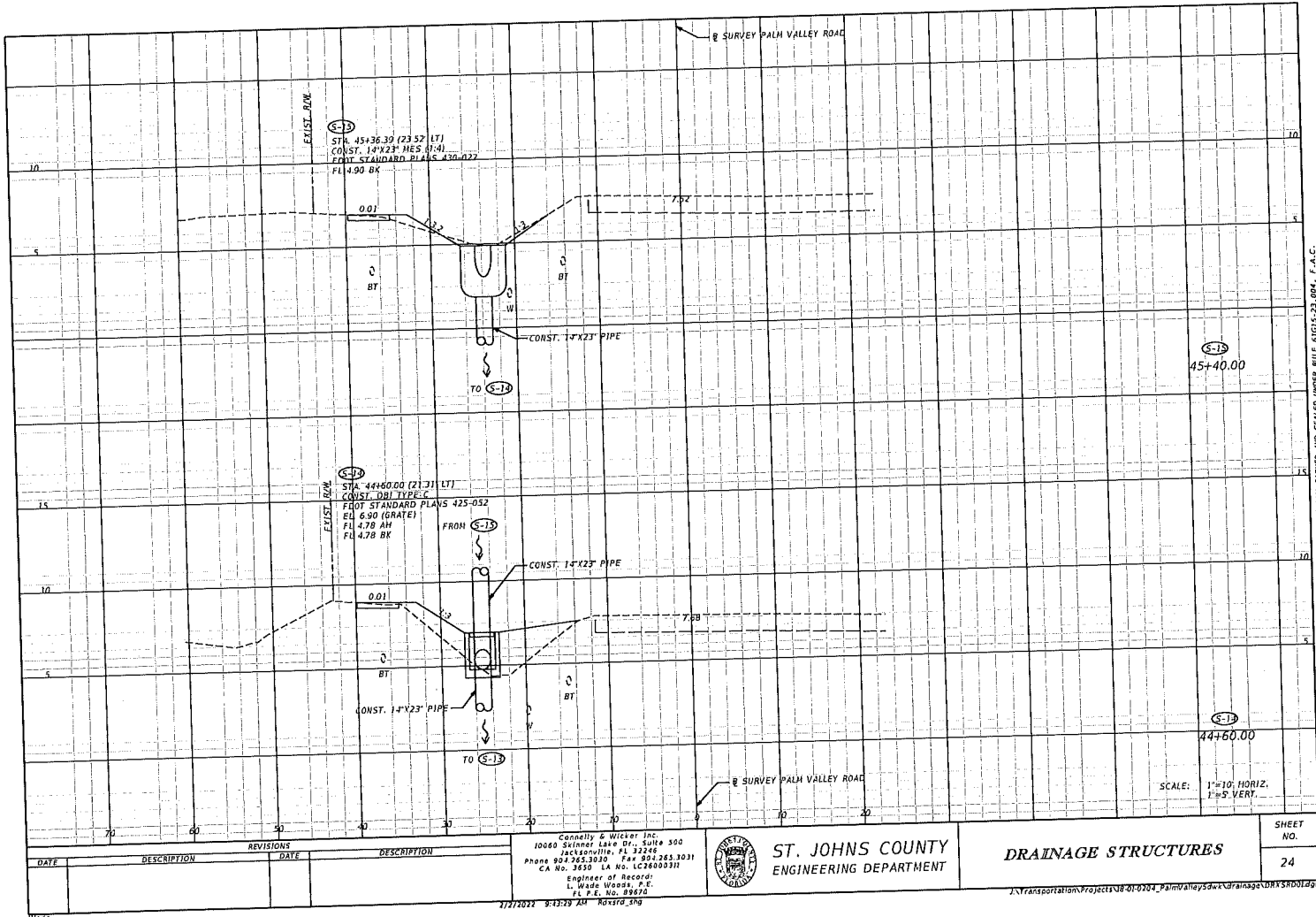
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Connelly & Wicker Inc.
 10060 Stoner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3930 Fax 904.265.3931
 CA No. 3650 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 89676


ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

DRAINAGE STRUCTURES
 SHEET NO. 23

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Connelly & Wicker Inc.
 10060 Skimmer Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3850 LA No. LC26000311
 Engineer of Records:
 L. Wade Woods, P.E.
 FL P.E. No. 09870



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

DRAINAGE STRUCTURES

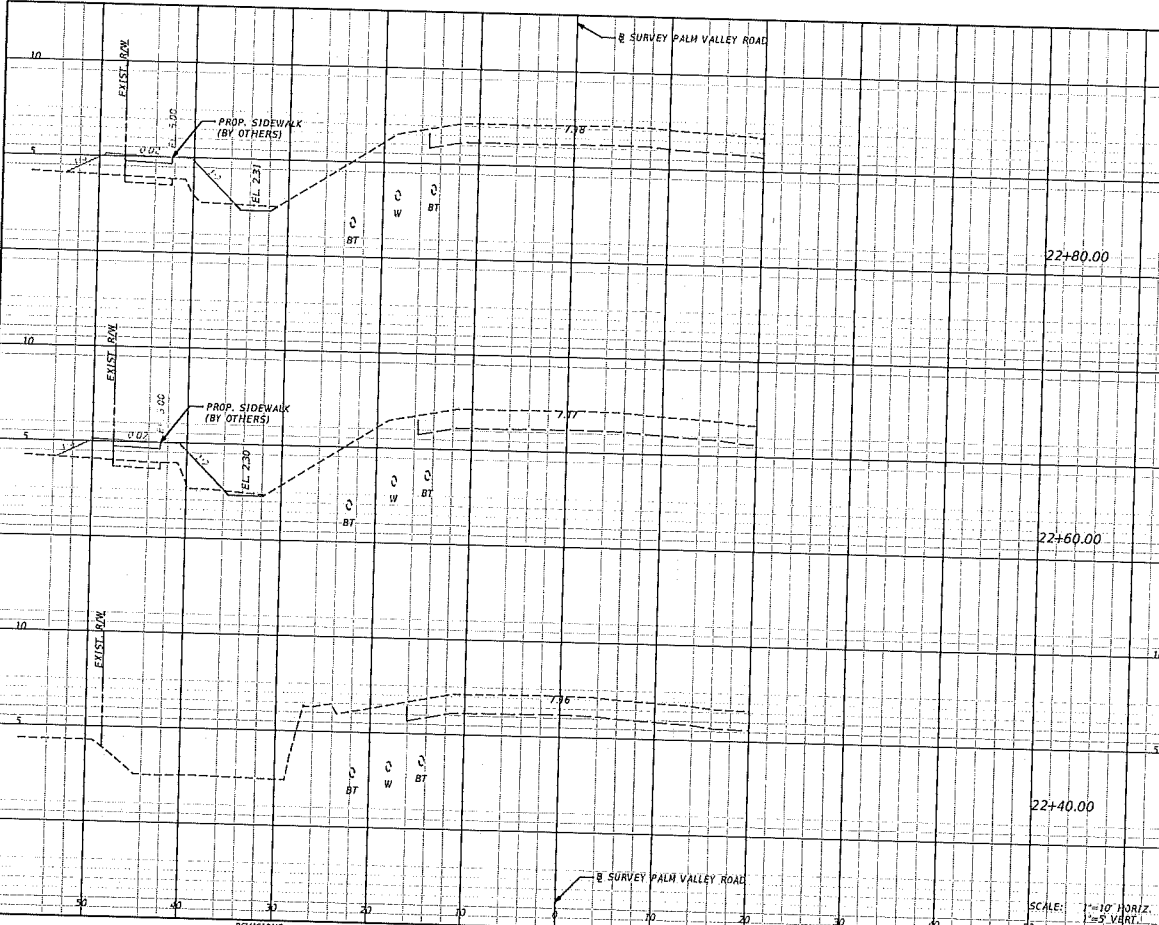
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 24

SCALE: 1"=10' HORIZ.
 1"=5' VERT.

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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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Connelly & Wicker Inc.
 10060 Seiner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3650 IA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 89670



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

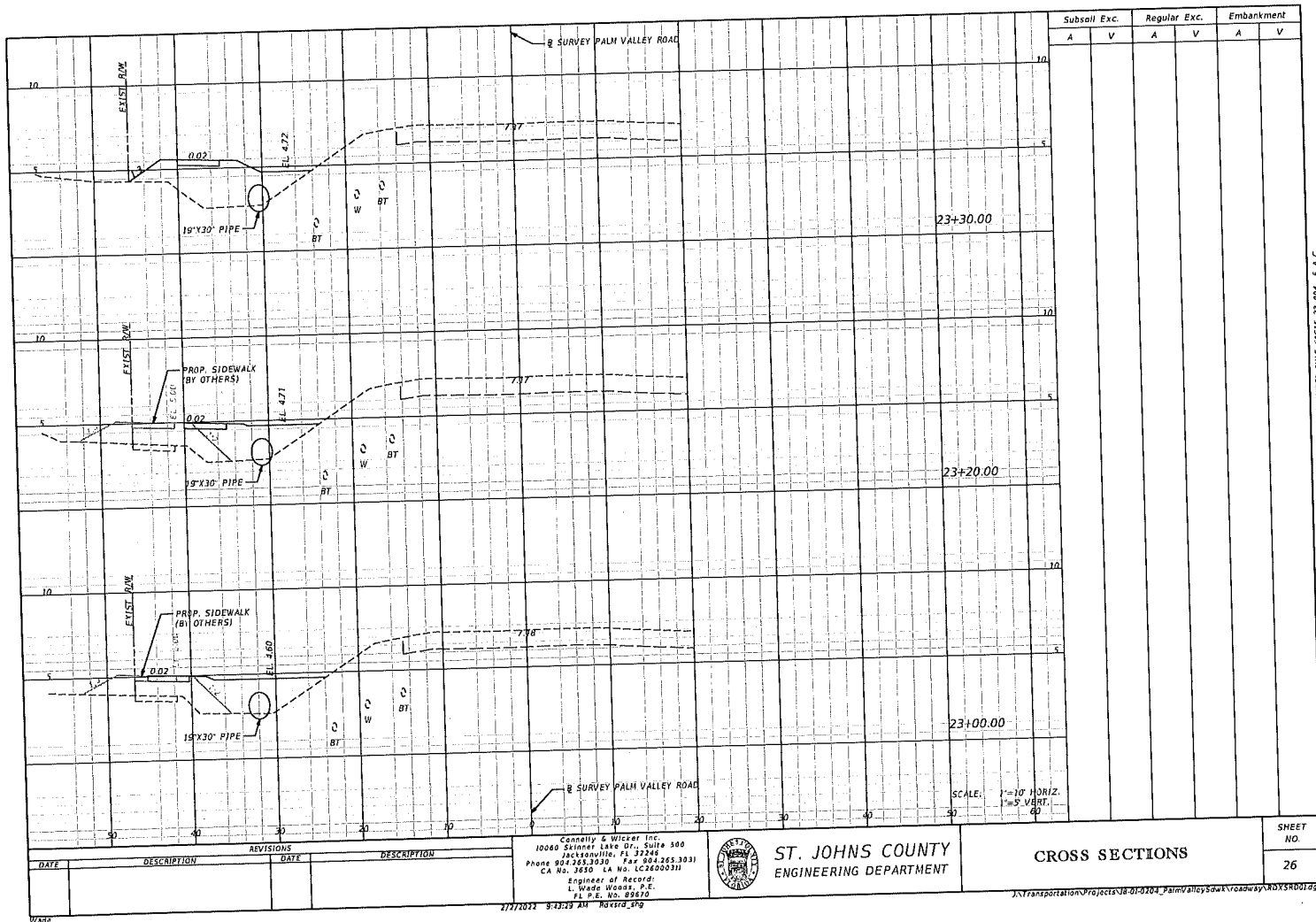
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 25

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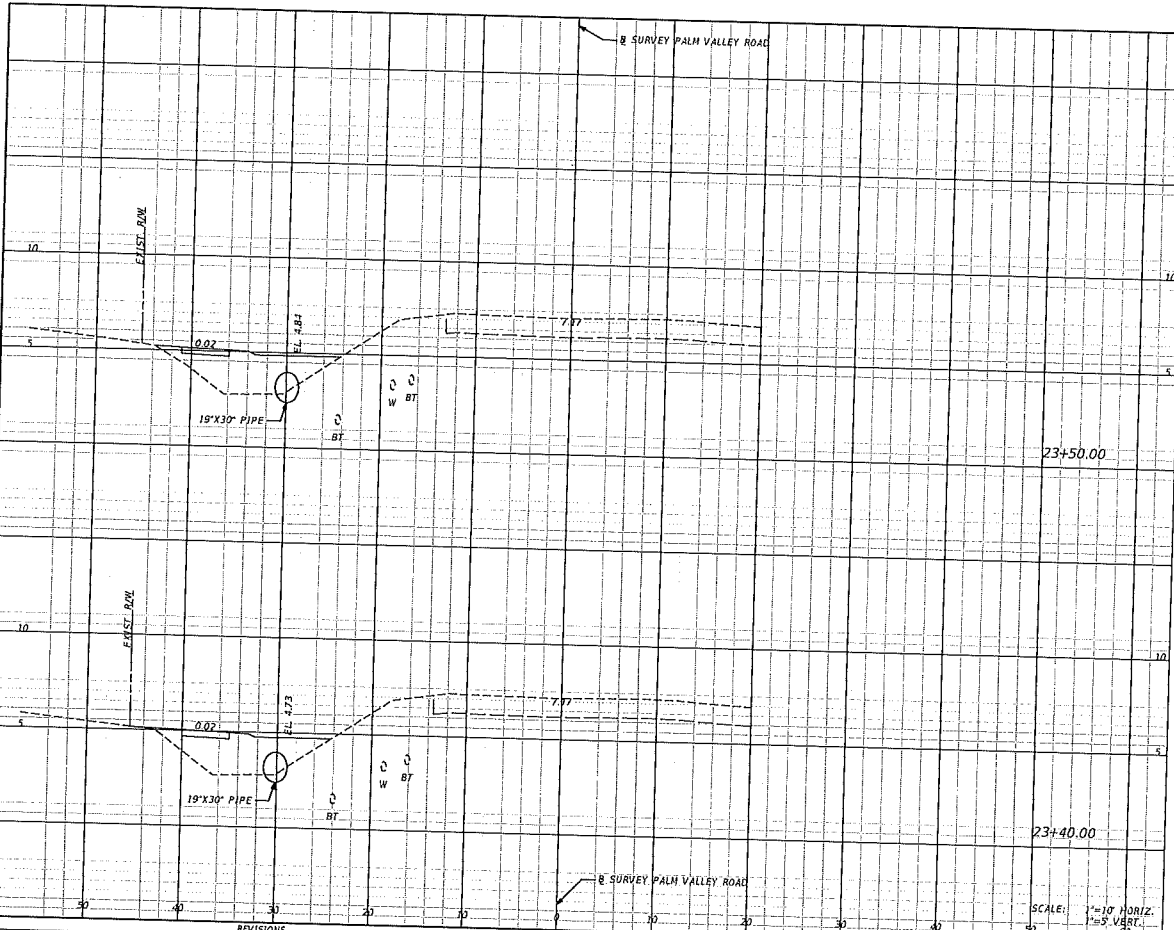
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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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Connelly & Wicker Inc.
 10060 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3050 Fax 904.265.3031
 CA No. JES0 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 85670

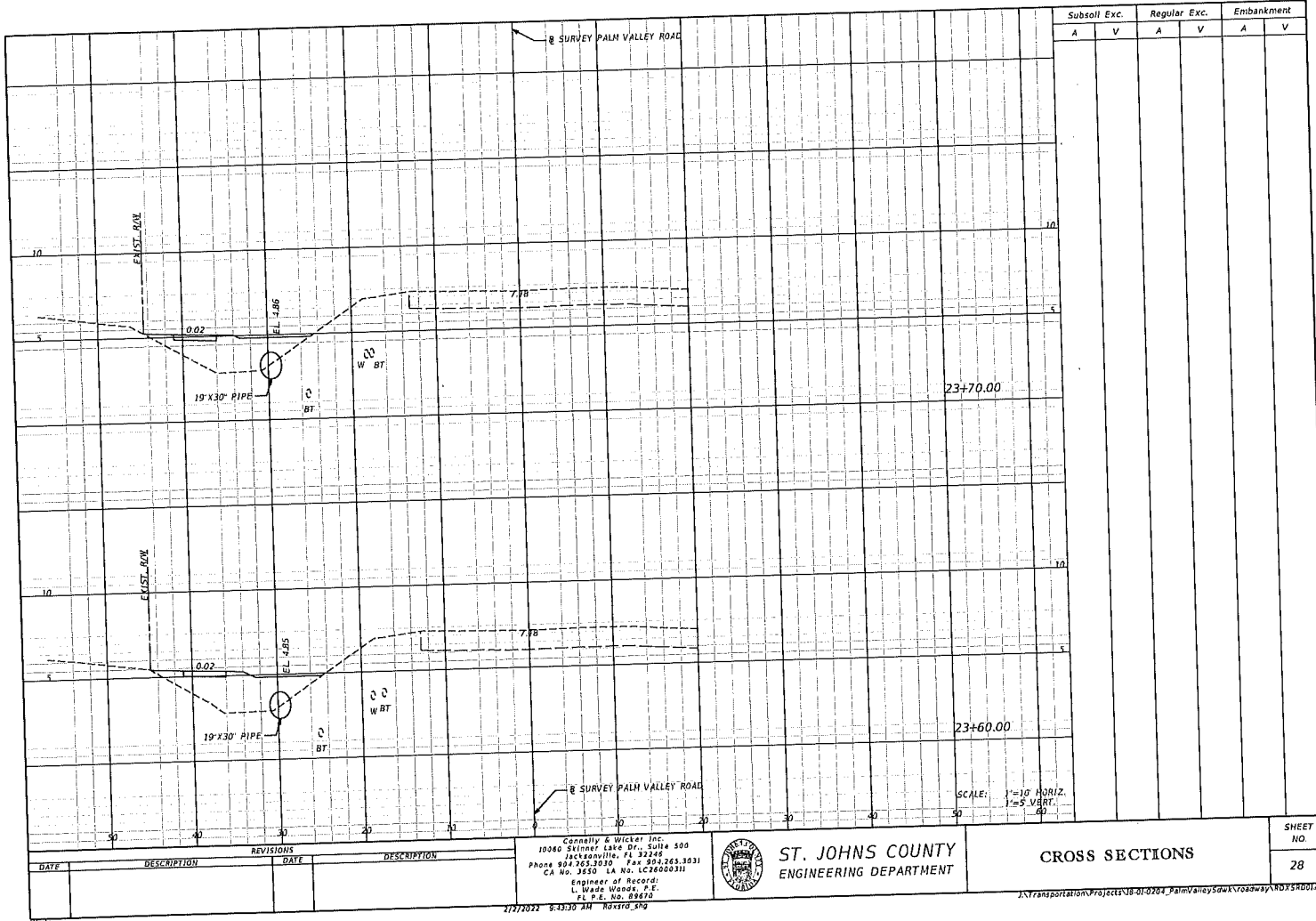


ST. JOHNS COUNTY
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CROSS SECTIONS

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27

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Connolly & Wickert Inc.
 10080 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.263.3030 Fax 904.263.3031
 CA No. 3650 LA No. LC26000311
 Engineer of Record:
 L. Wade Wanda, P.E.
 P.E. No. 98678



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

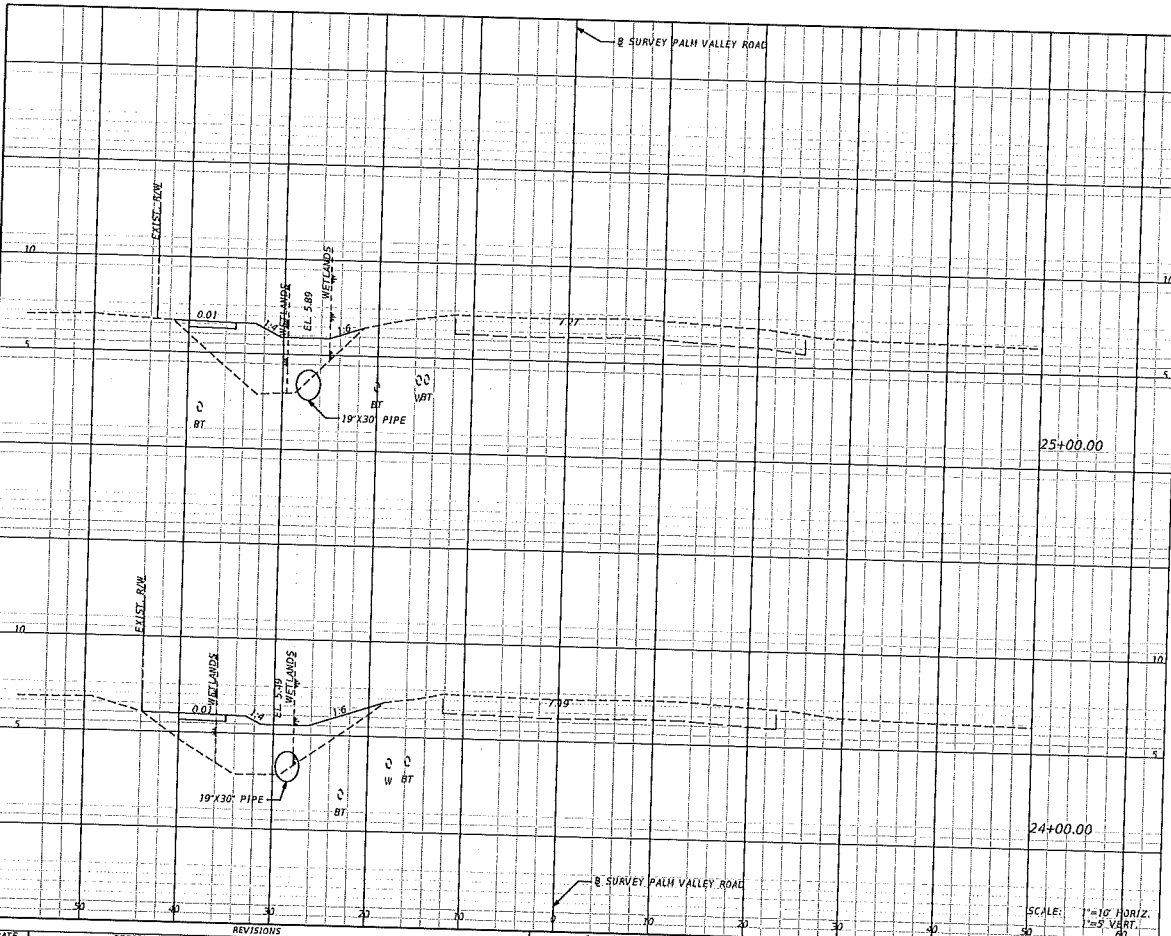
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28

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Wade

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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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SCALE: 1"=10' HORIZ.
1"=5' VERT.

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Connolly & Wicker Inc.
10860 Seiner Lake Dr., Suite 500
Jacksonville, FL 32246
Phone 904.265.1030 Fax 904.265.3031
CA No. 3630 LA No. LC26000311
Engineer of Record:
L. Wade Woods, P.E.
FL P.E. No. 86670



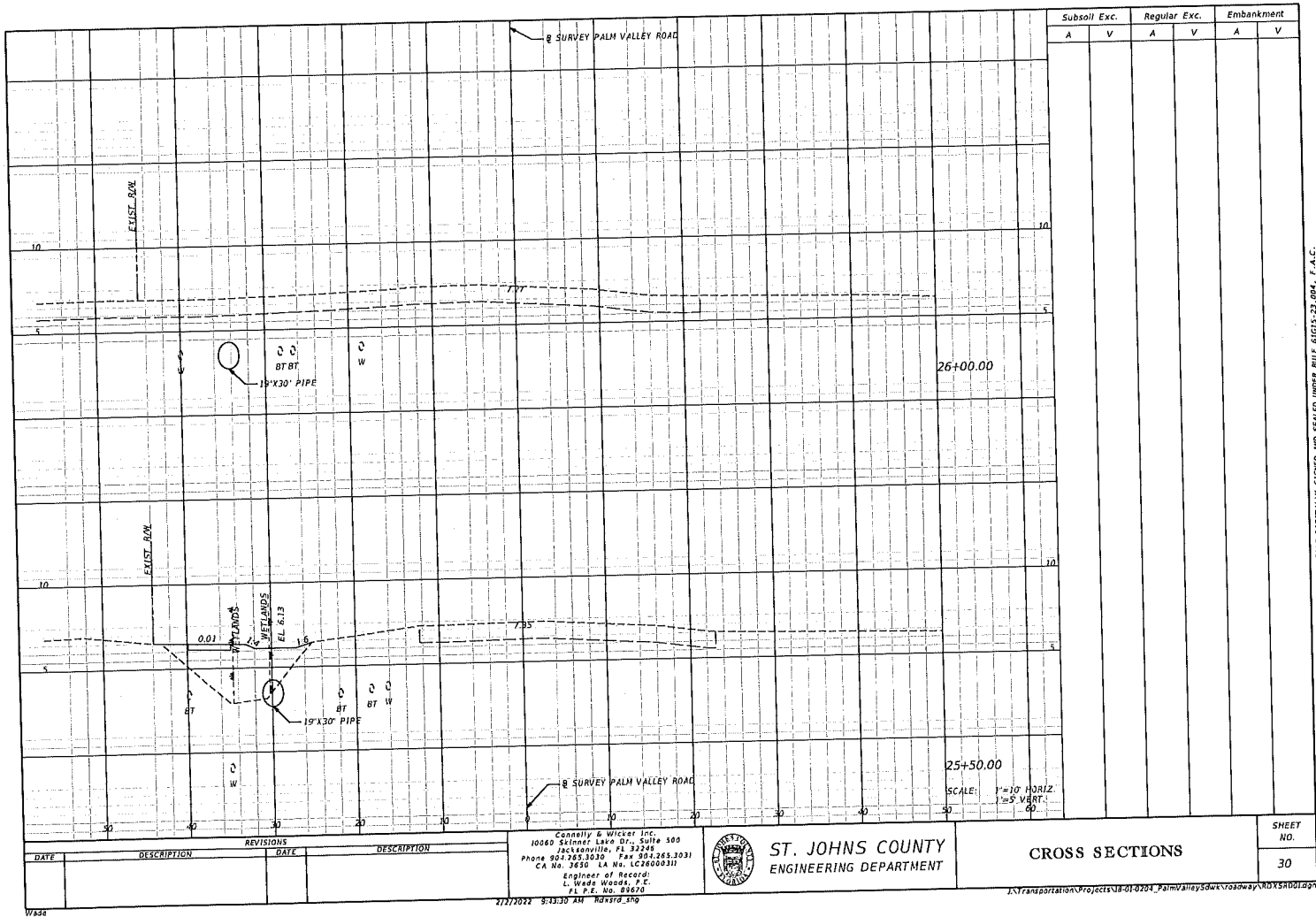
ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

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29

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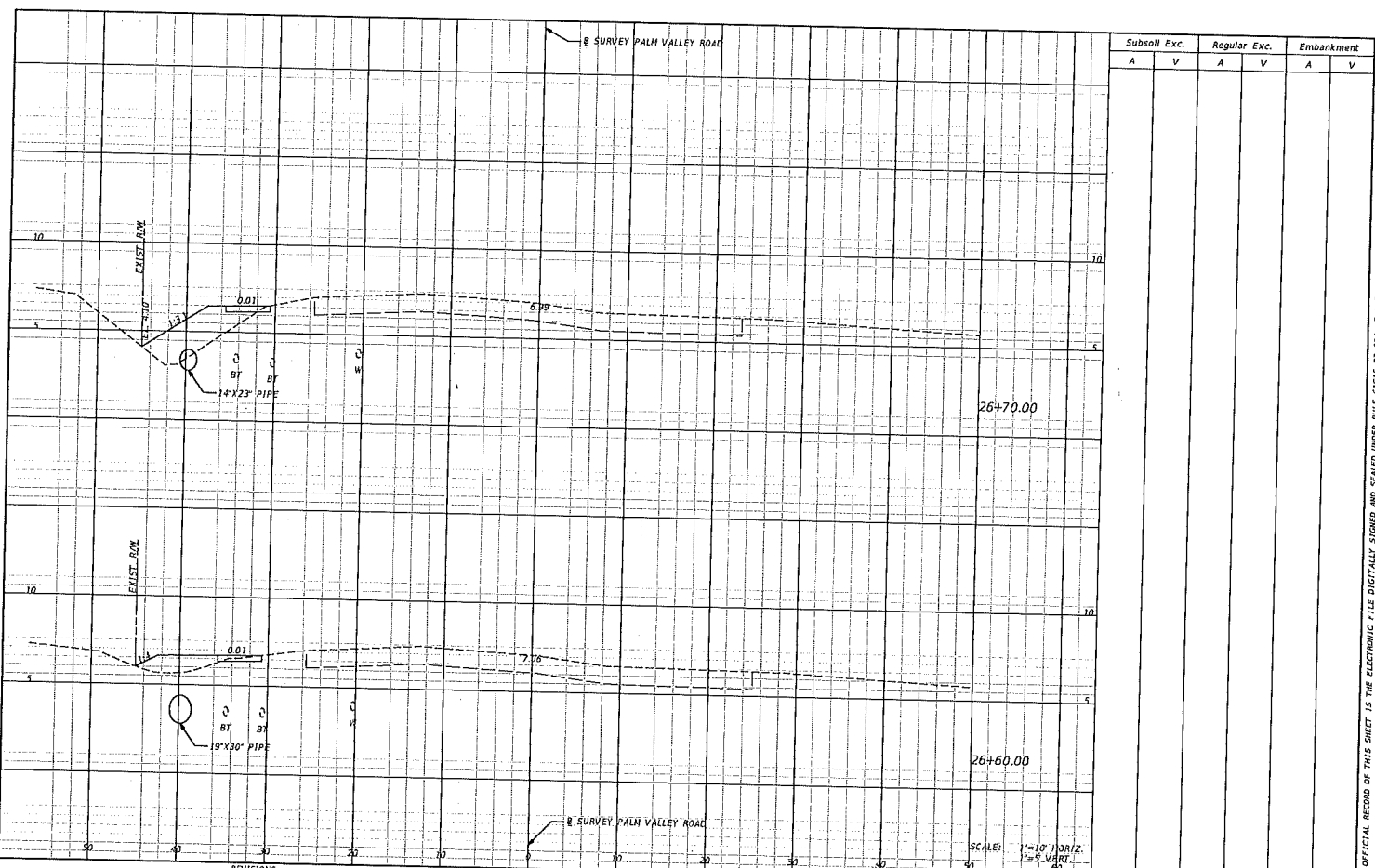
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Connelly & Wicker Inc.
 10080 Steiner Lake Dr., Suite 300
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3650 LA No. LC0000311
 Engineer of Record:
 L. Wade Woodie, P.E.
 FL P.E. No. 83670



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

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SCALE: 1"=10' HORIZ.
1/2"=5' VERT.

| Subsoil Exc. | | Regular Exc. | | Embankment | |
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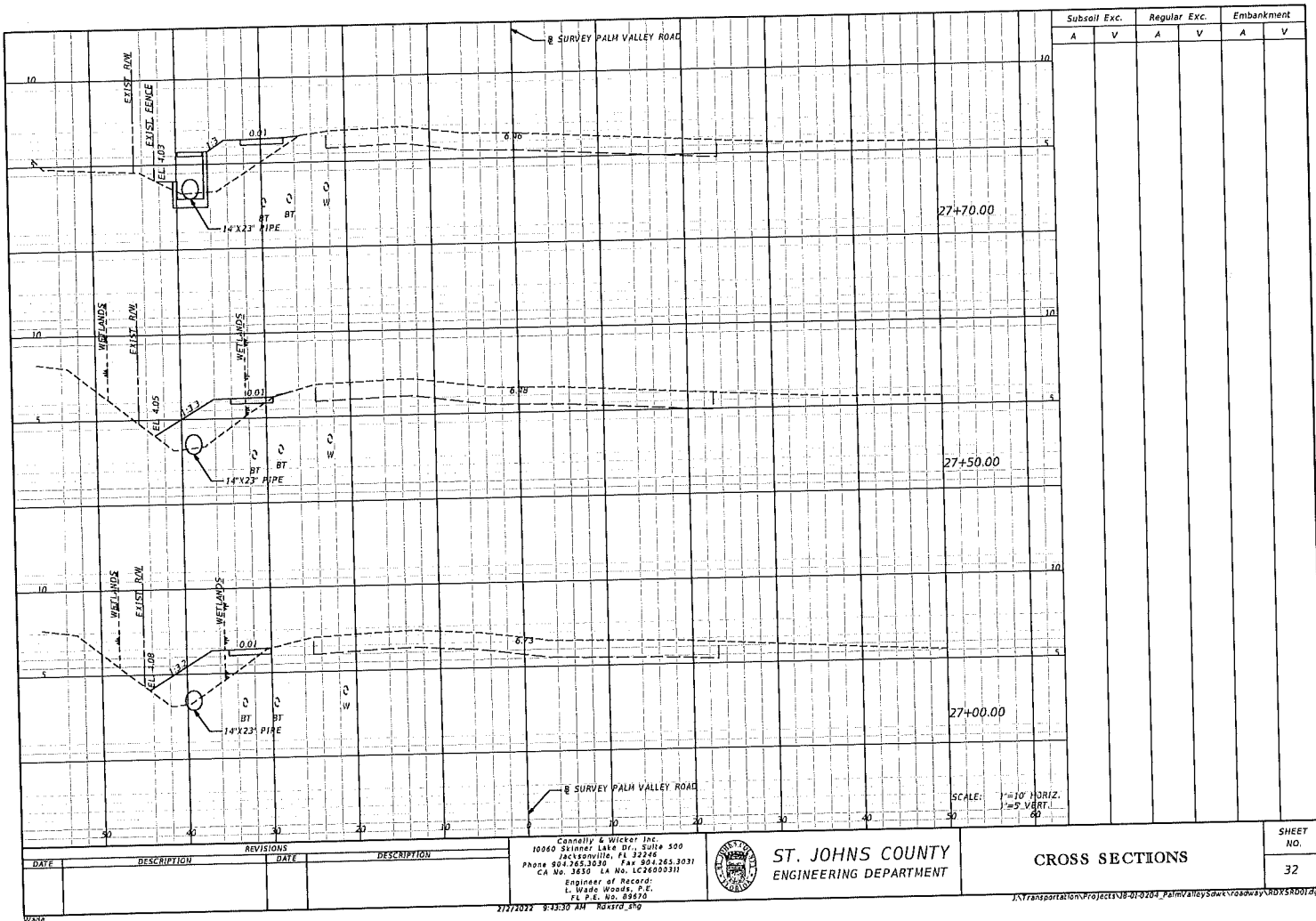
Canterly & Wicker Inc.
10050 Skinner Lake Dr., Suite 500
Jenksville, FL 32246
Phone 904.265.3830 Fax 904.265.3031
CA No. 3850 LA No. LC76000311
Engineer of Records:
L. Wade Woods, P.E.
FL P.E. No. 83670



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ENGINEERING DEPARTMENT

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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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Connolly & Wickor Inc.
 10060 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3635 LA No. LC36000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 05870



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

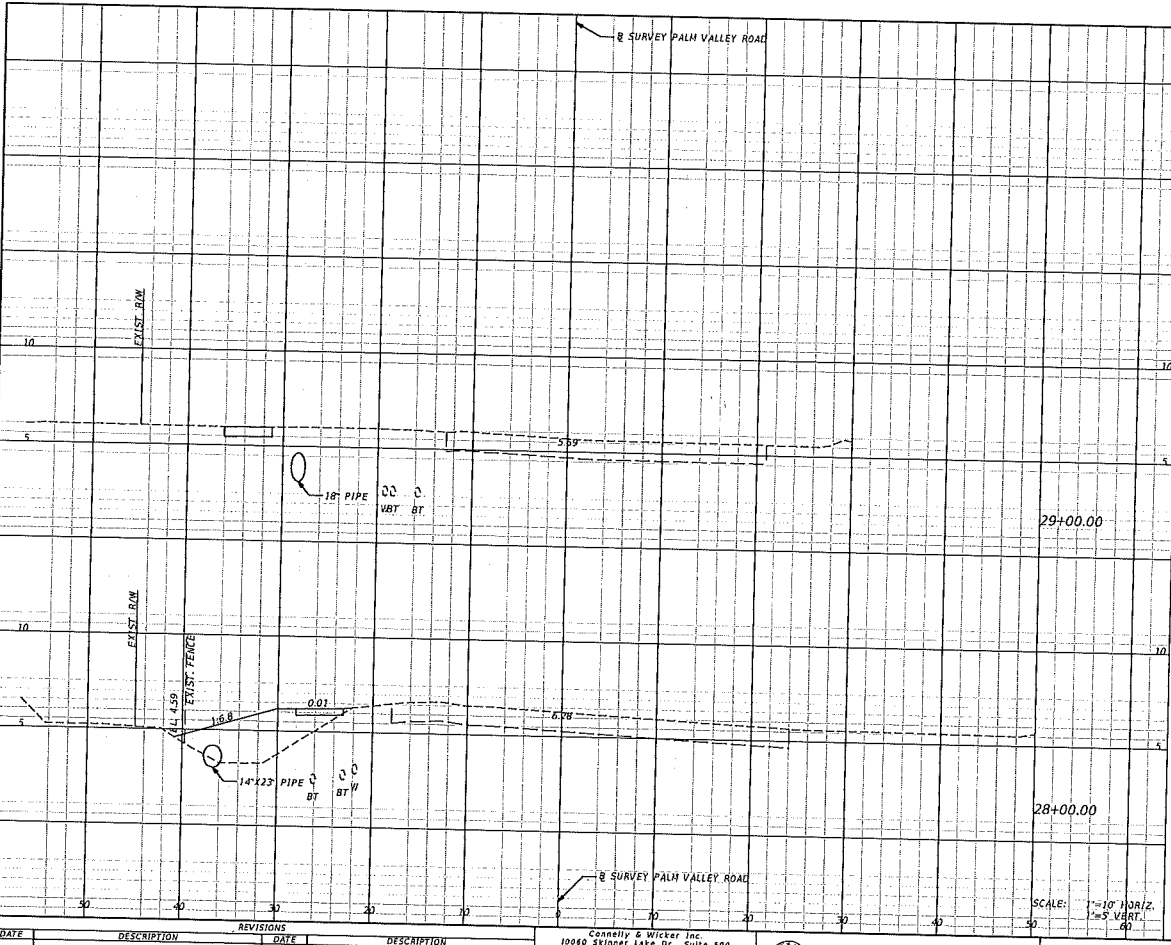
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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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SCALE: 1"=10' HORIZ.
1"=5' VERT.

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Connolly & Wicker Inc.
10060 Stoner Lake Dr., Suite 500
Jacksonville, FL 32246
Phone 904-265-3010 Fax 904-265-3031
CA No. 3650 LA No. LC26000311
Engineer of Record:
L. Wade Woods, P.E.
FL P.E. No. 89670



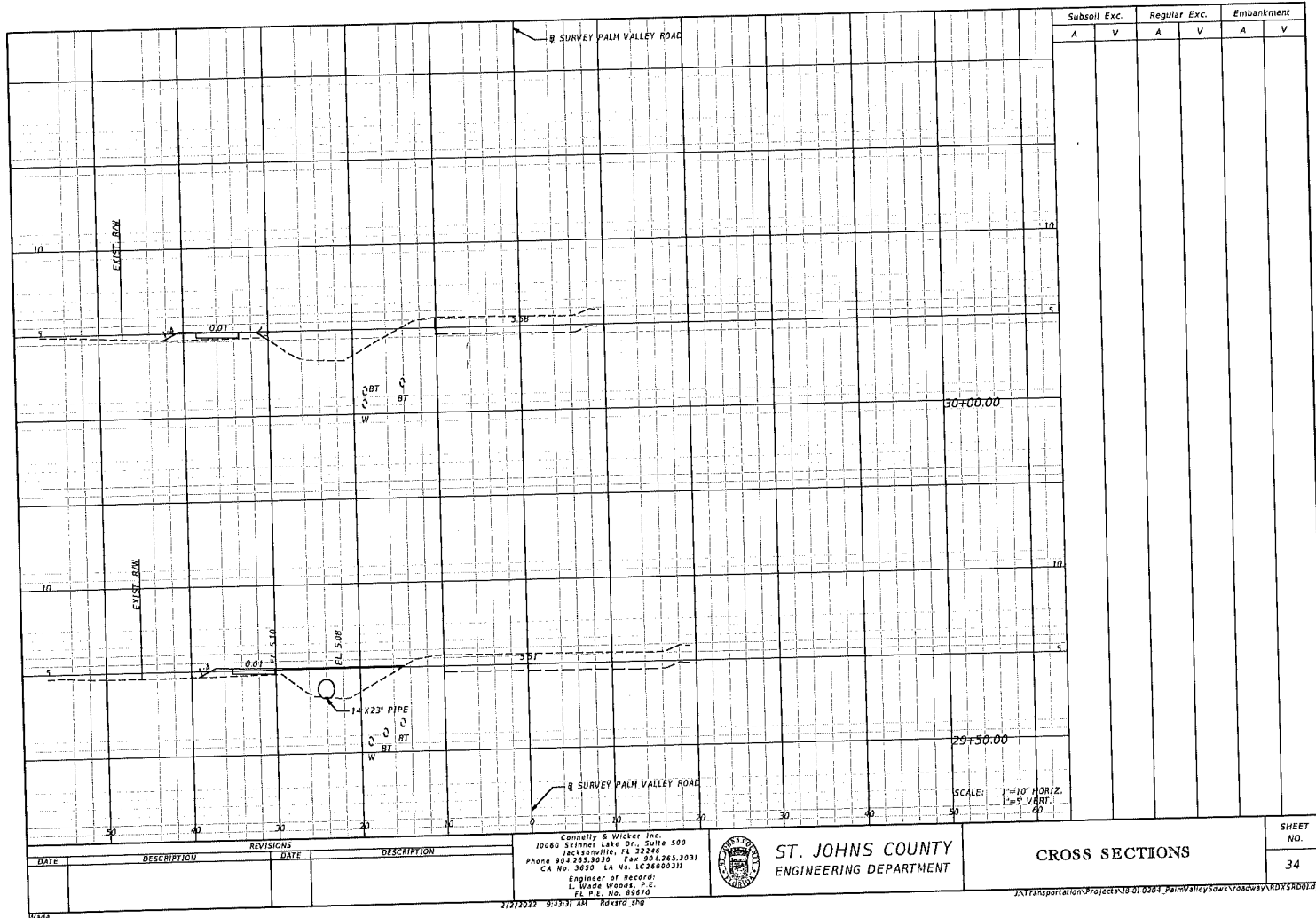
ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

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Connelly & Wicker Inc.
 10080 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3650 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 69670



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

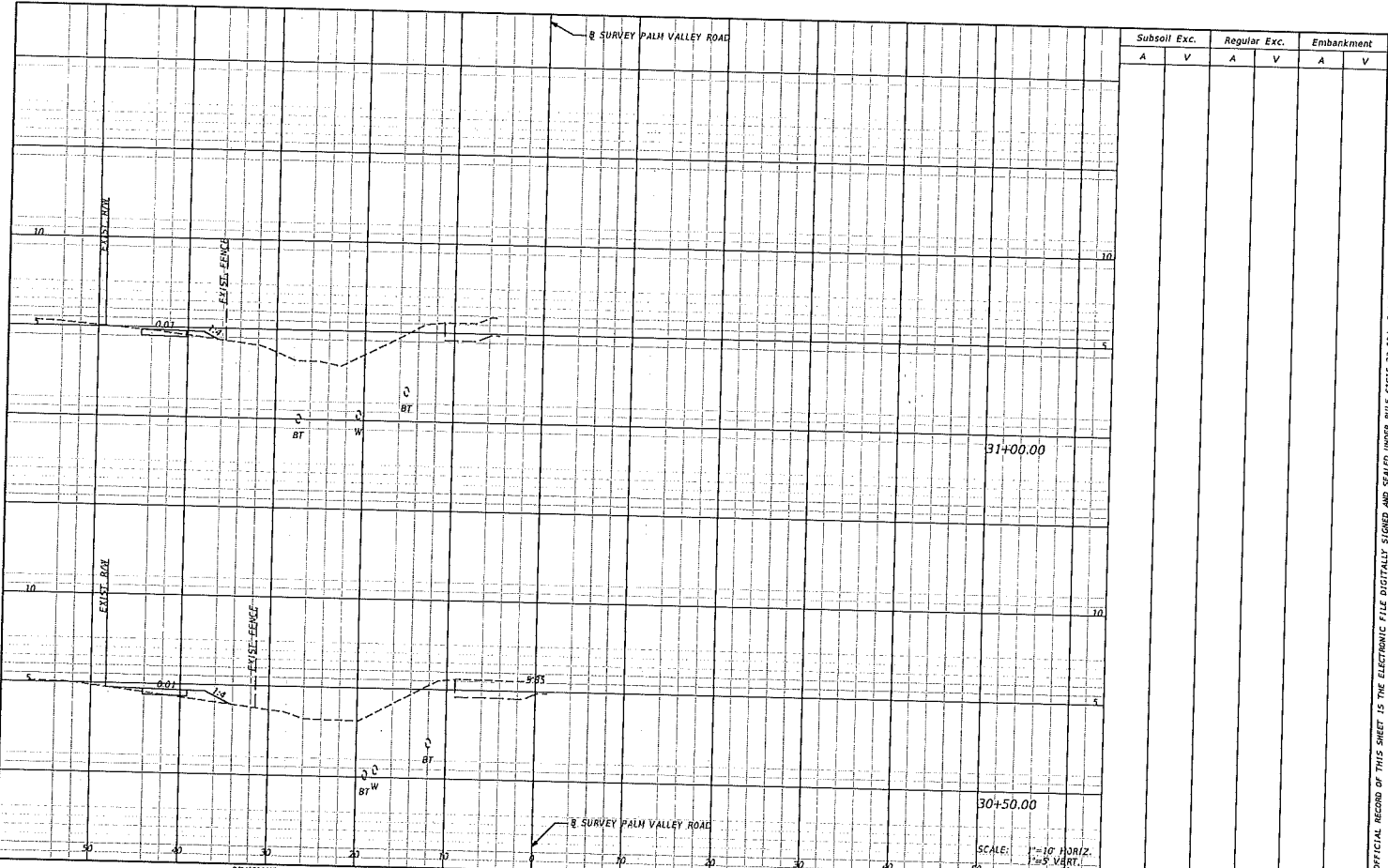
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 34

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Connelly & Wicker Inc.
 10060 Steiner Lake Dr., Suite 500
 Jacksonville, FL 32228
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3650 LA No. LC26000312
 Engineer of Record
 L. Wade Woods, P.E.
 FL P.E. No. 89670



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

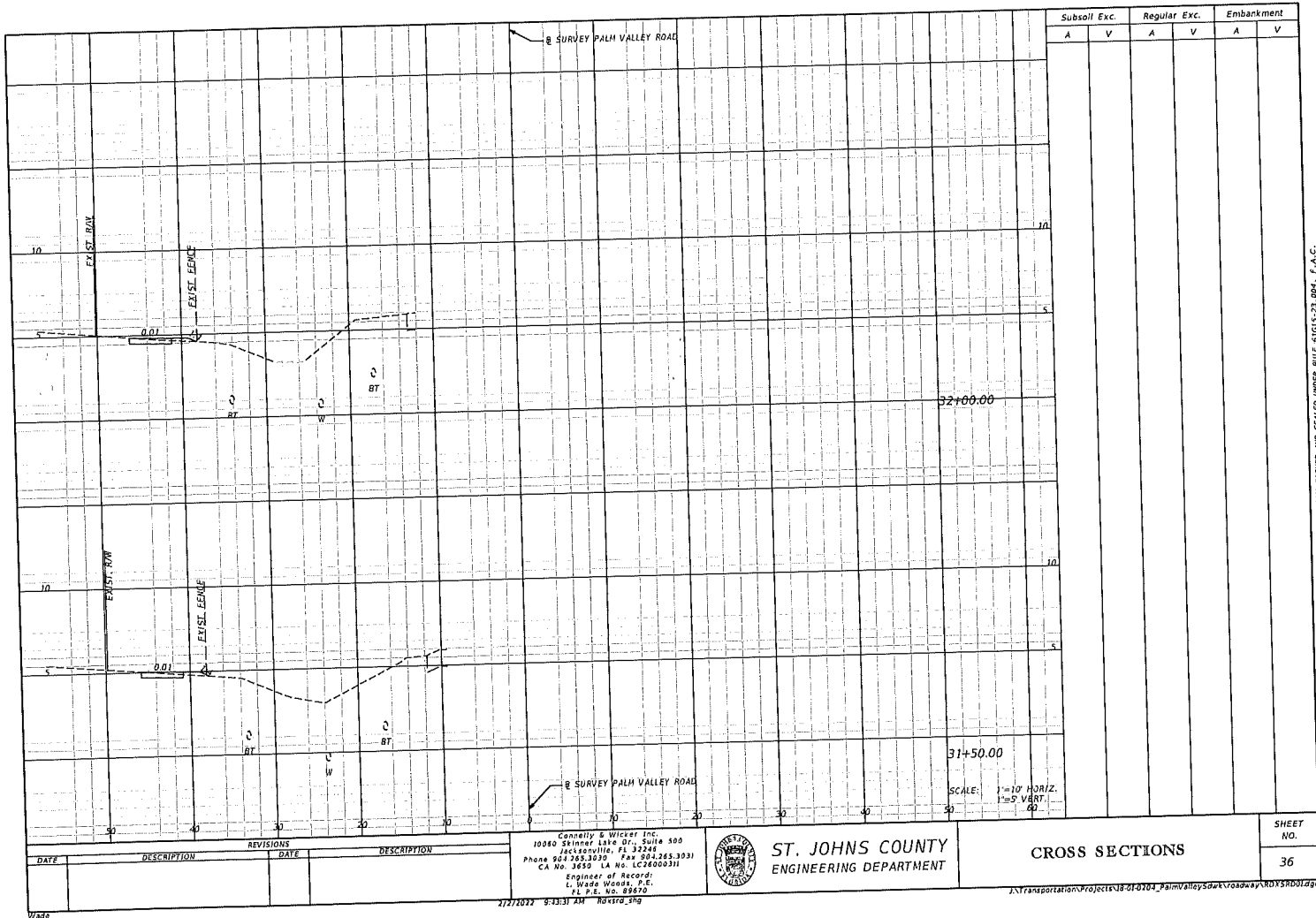
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Connelly & Wicker Inc.
 10080 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3652 LA No. LC8000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 82670



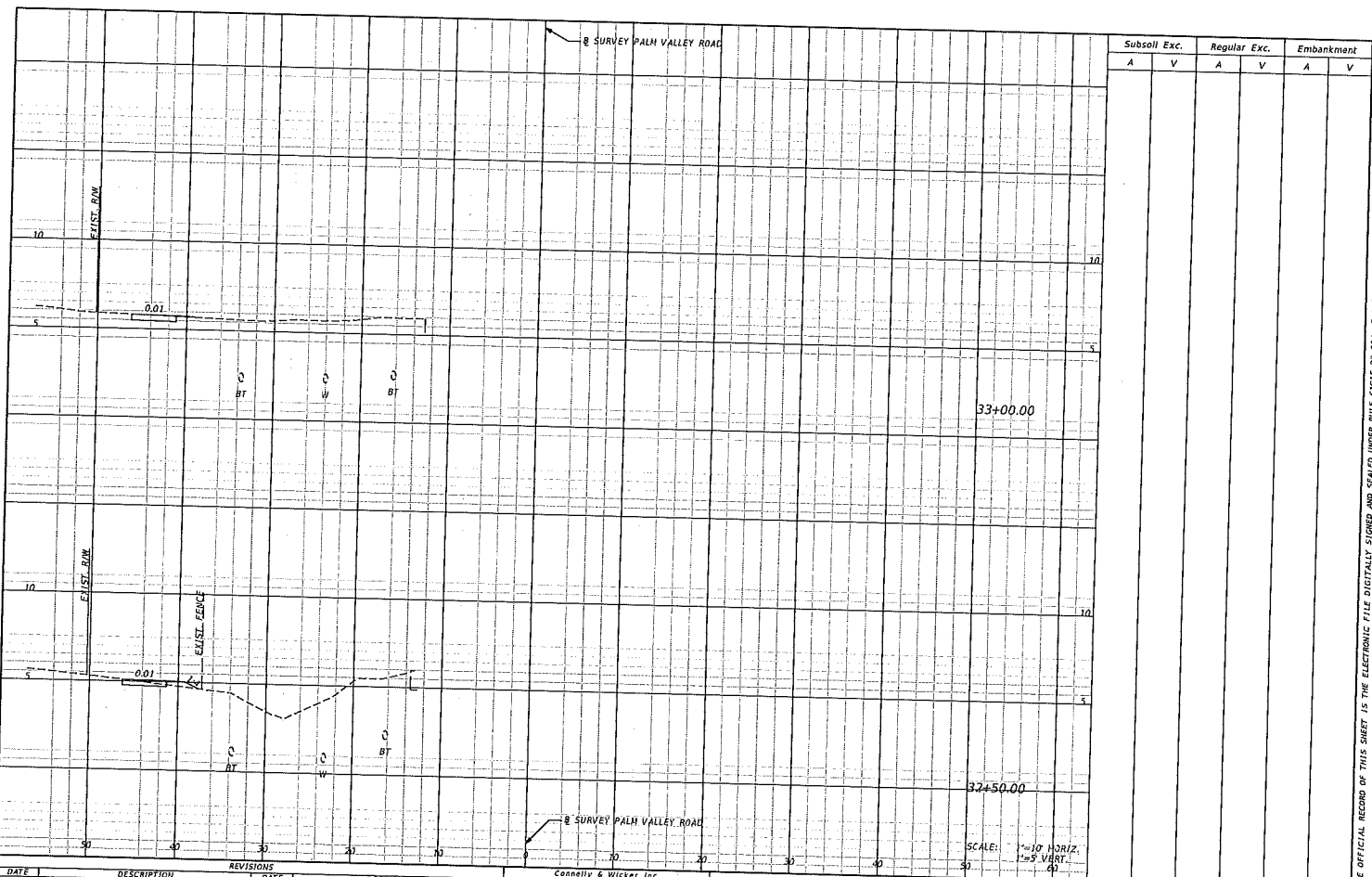
ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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Connolly & Wicker Inc.
 10060 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3650 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 85670



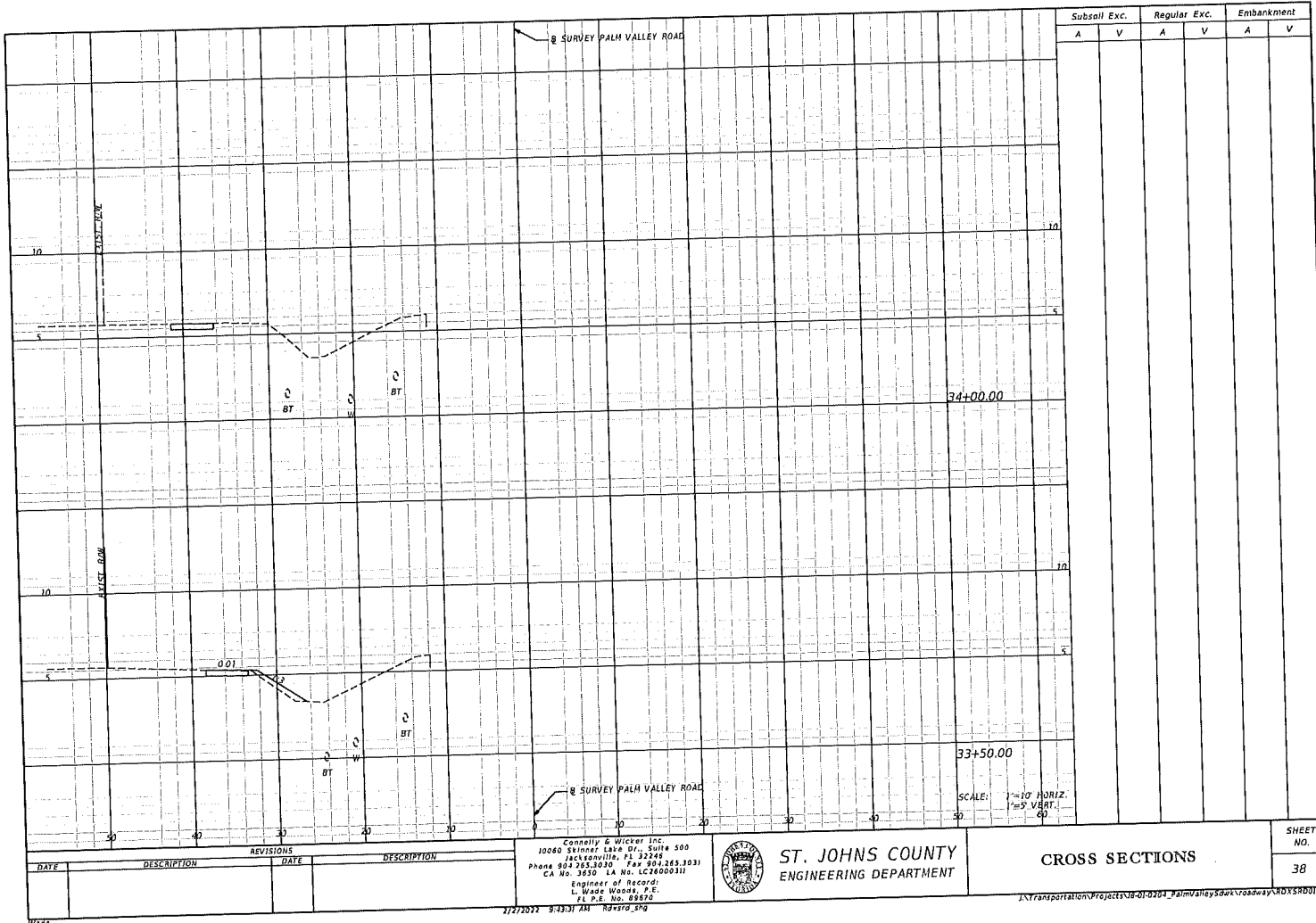
ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

CROSS SECTIONS

SHEET NO.
 37

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Connelly & Wicker Inc.
 10080 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3550 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 05870



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

SHEET
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38

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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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SCALE: 1" = 10' HORIZ.
1" = 5' VERT.

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Connelly & Wicker Inc.
10060 Skinner Lake Dr., Suite 500
Jacksonville, FL 32228
Phone 904-265-3030 Fax 904-265-3031
CA No. 3650 LA No. LC26000311
Engineer of Record:
L. Wade Woods, P.E.
FL P.E. No. 89670

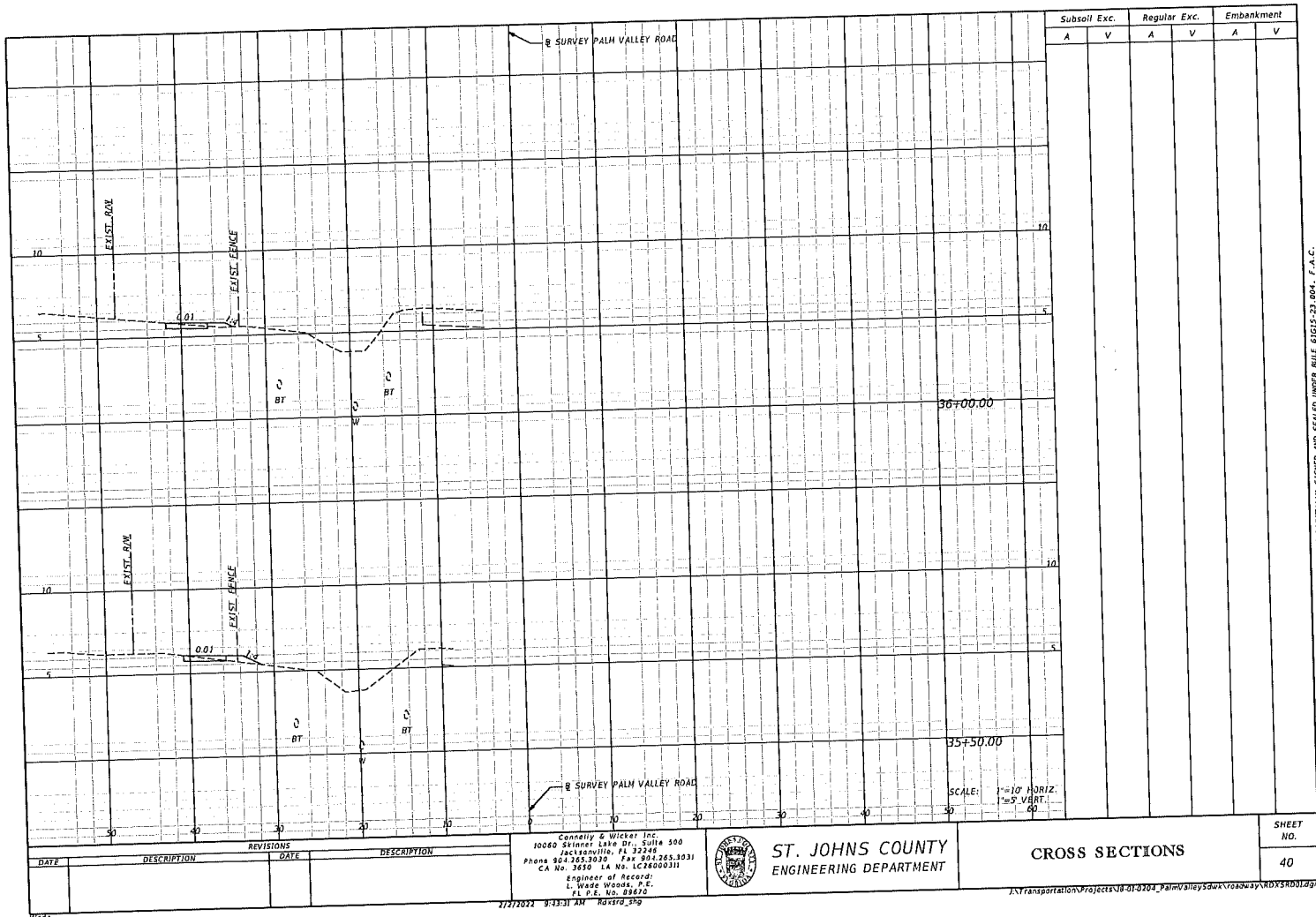


ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

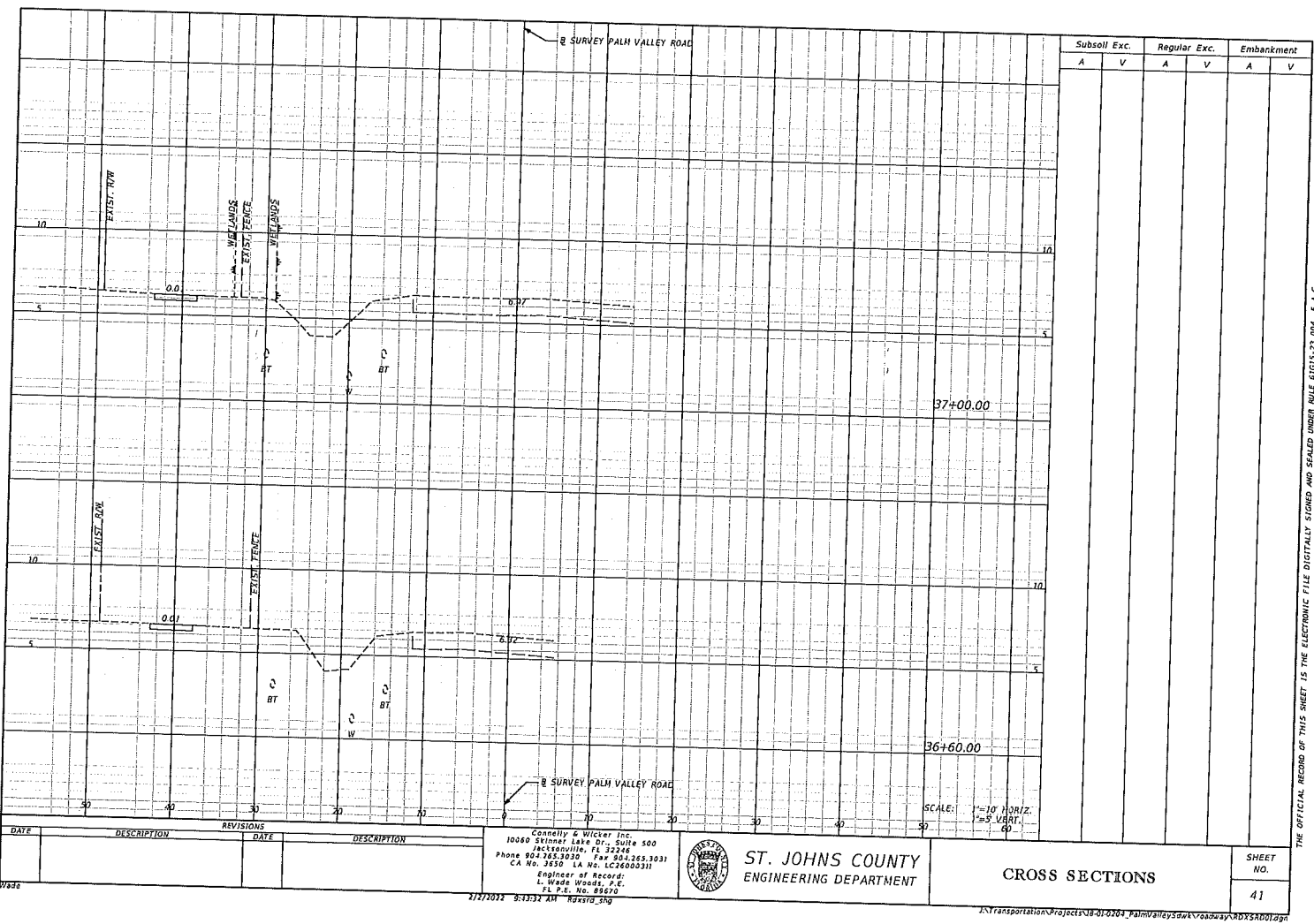
CROSS SECTIONS

SHEET NO.
39

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Connelly & Wicker Inc.
 10060 Shinnick Lane Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.765.1030 Fax 904.365.3031
 CA No. J630 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 85670



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

CROSS SECTIONS

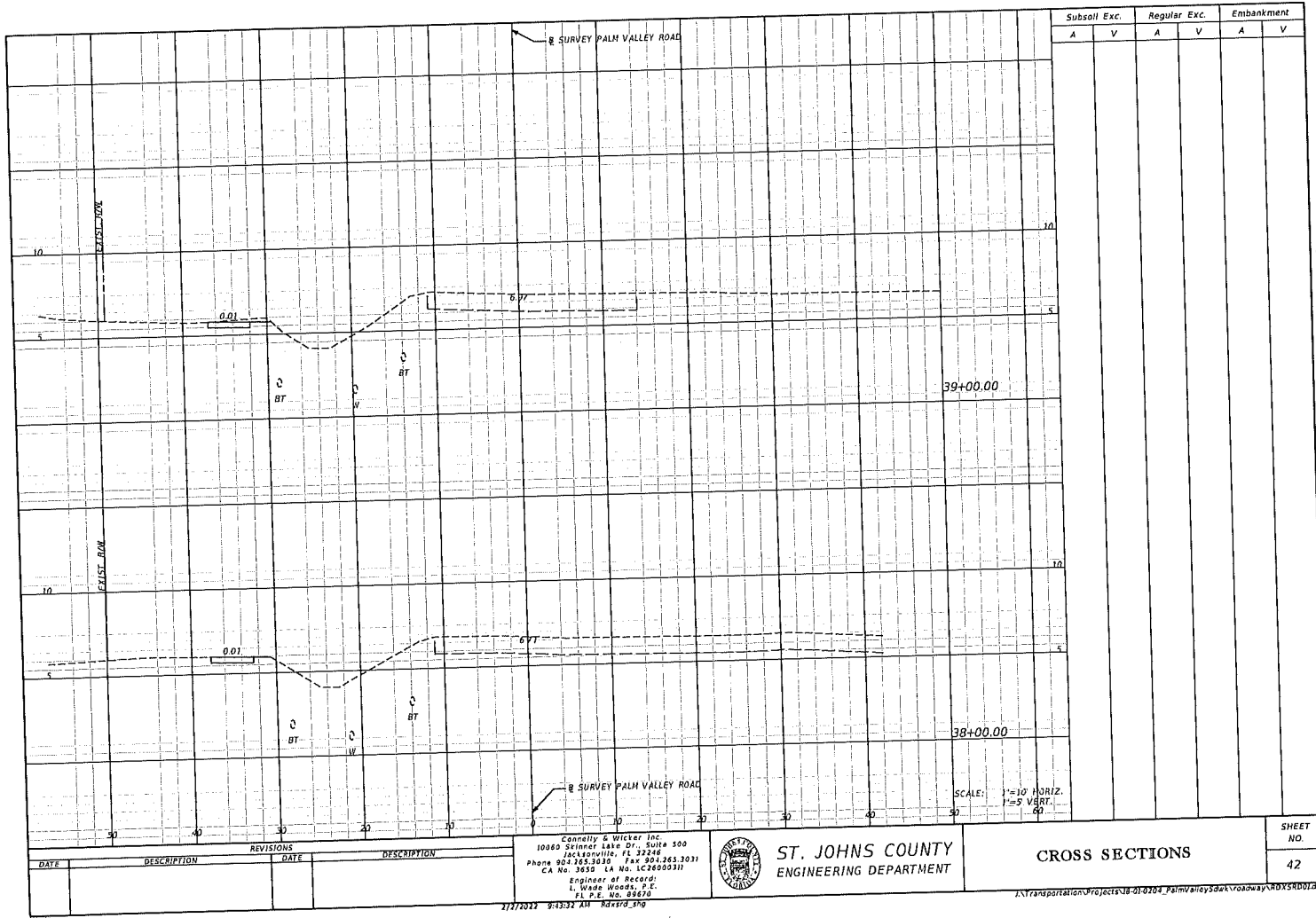
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W336

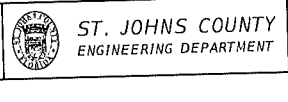
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Connolly & Wicker Inc.
 10060 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.365.3030 Fax 904.365.3031
 CA No. 3650 LA No. 1C26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 05620

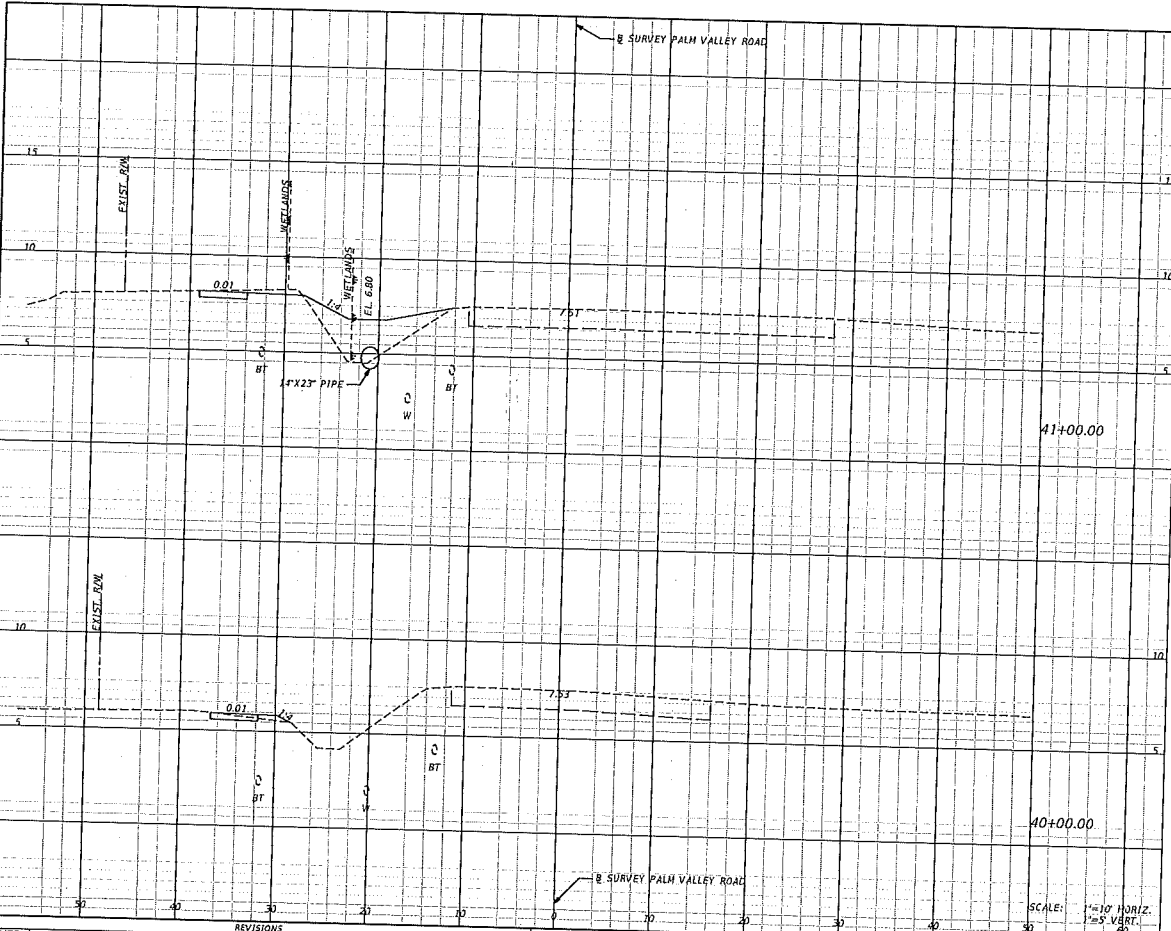


ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

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SHEET
 NO.
42

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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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| | | | | |

Connelly & Wicker Inc.
 10060 Spinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3650 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 85670

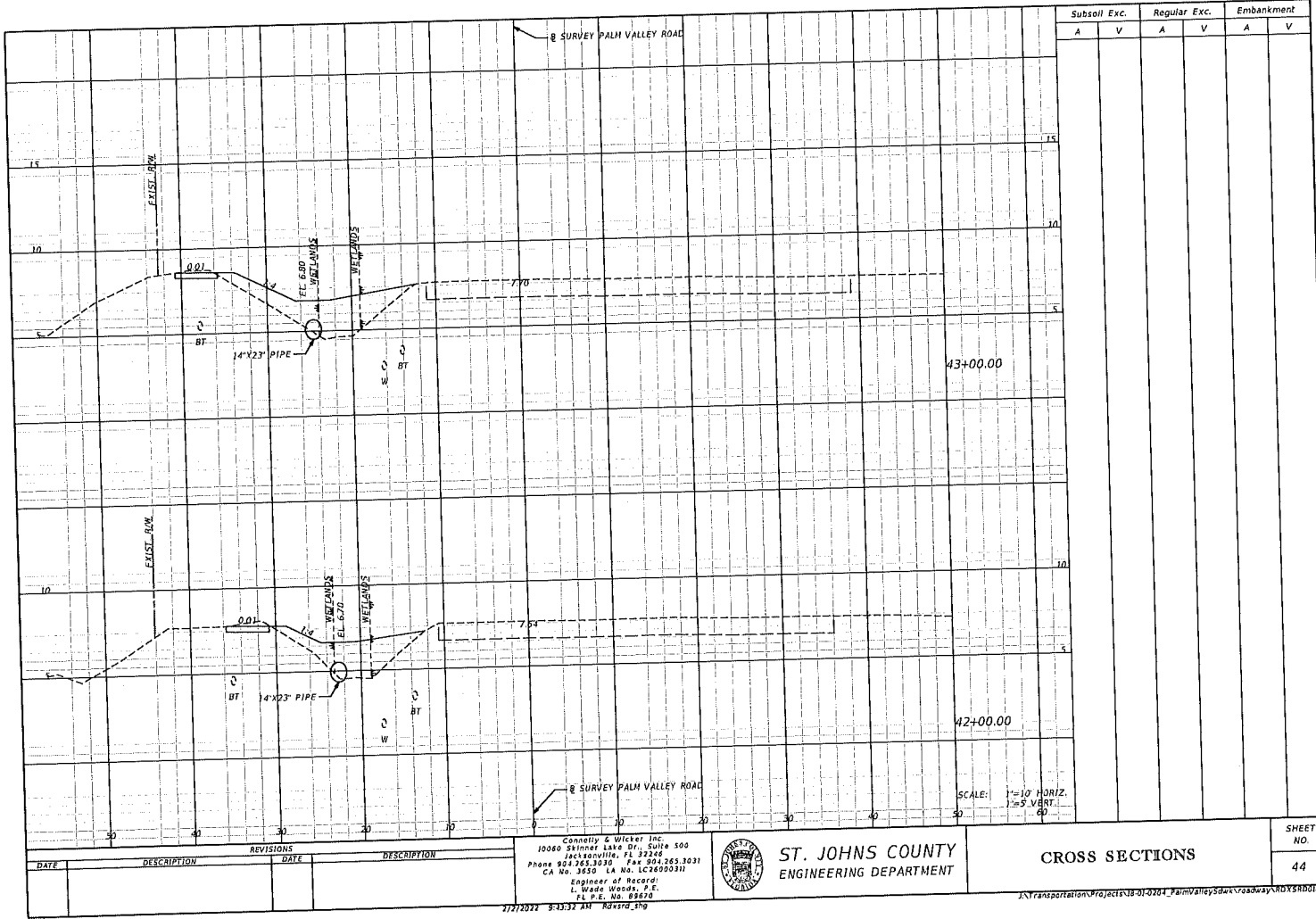


ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

SHEET
 NO.
43

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



| Subsoil Exc. | | Regular Exc. | | Embankment | |
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Connelly & Wicker Inc.
 10080 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3850 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 93620



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

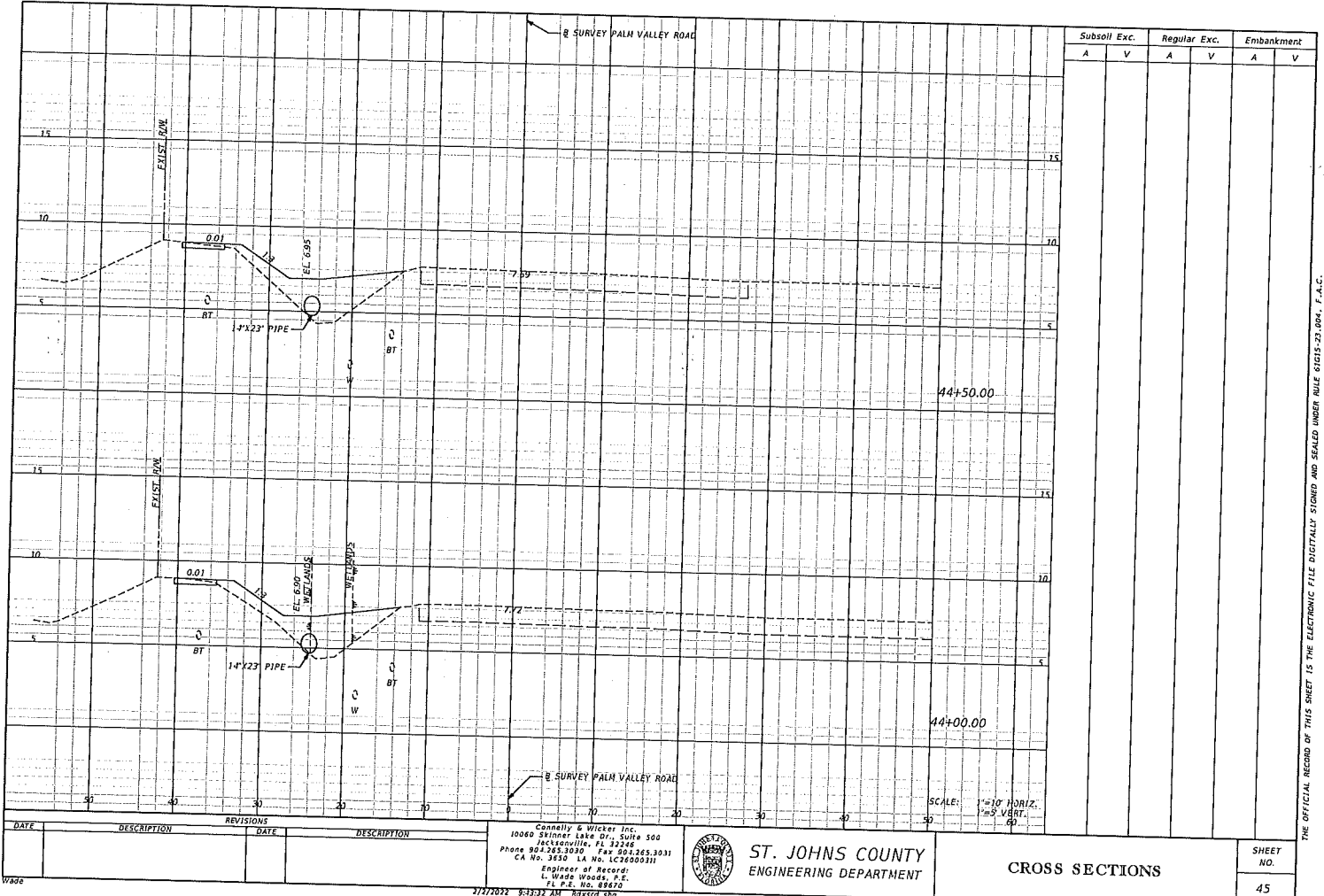
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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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Connelly & Wicker, Inc.
 10060 Stoner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3630 LA No. LC76000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 85670



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

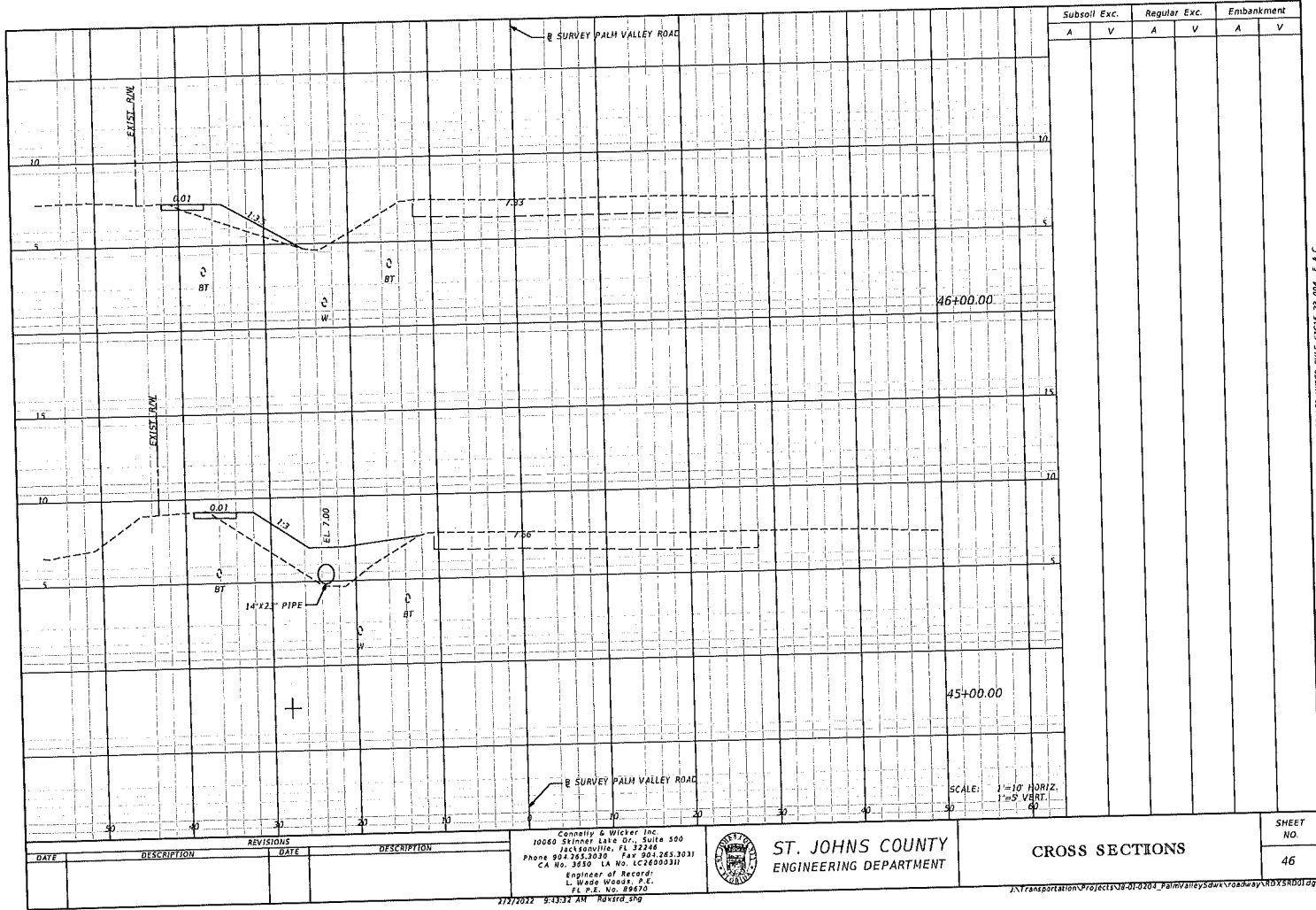
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Connelly & Wicker Inc.
 10060 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 38559 TA No. LC26009311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 09670



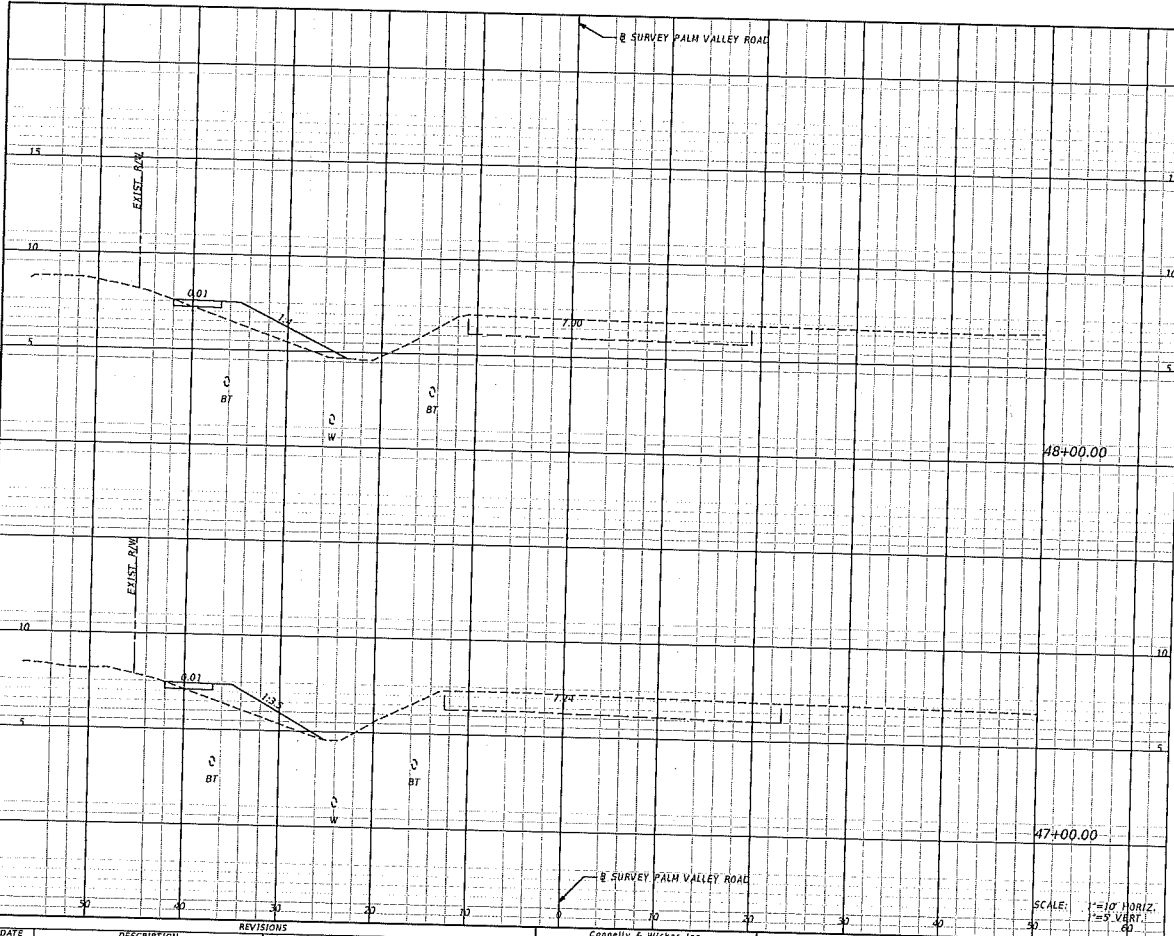
ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

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| Subsoil Exc. | | Regular Exc. | | Embankment | |
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Connelly & Wicker Inc.
 10060 Steiner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3650 LA No. LC76000311
 Engineer of Record:
 L. Wade Woods, P.E.
 P.E. No. 89670



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

CROSS SECTIONS

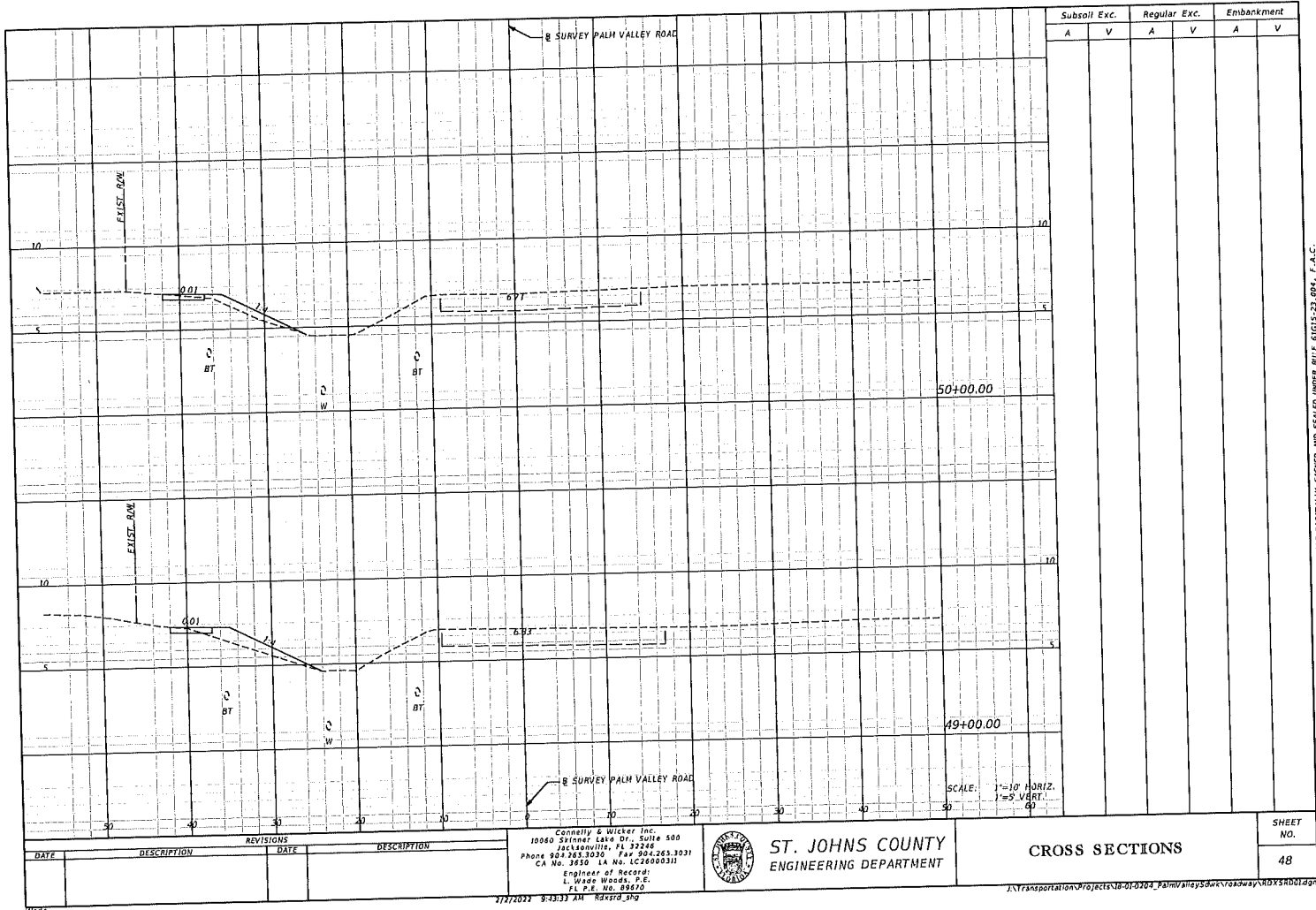
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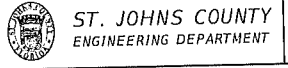
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Connelly & Wicker Inc.
 10060 Spinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.263.3030 Fax 904.263.3031
 CA No. 2650 LA No. LC26000311
 Engineer of Record:
 L. WOOD WOODS, P.E.
 FL P.E. No. 95610

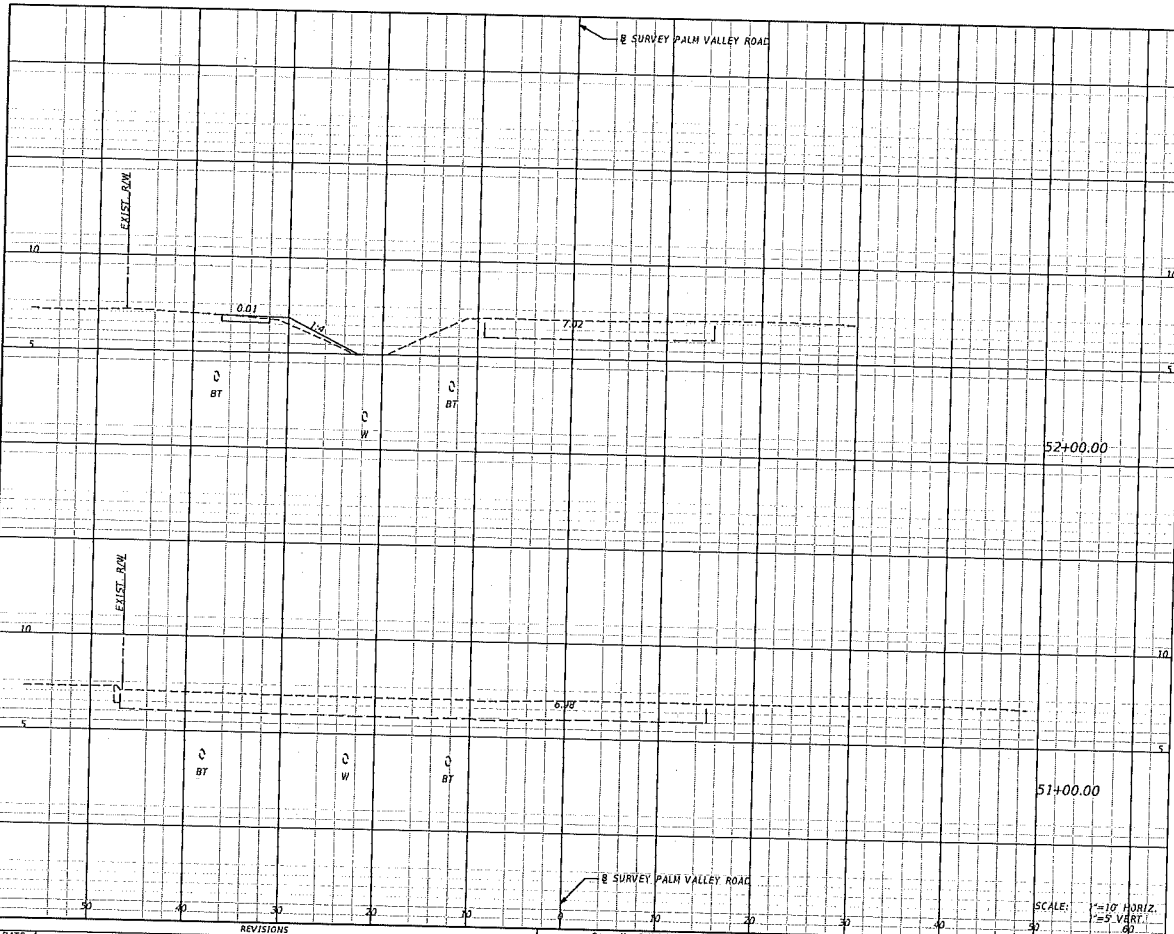


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Connelly & Wicker Inc.
 10060 Steiner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.2030 Fax 904.265.3031
 CA No. 3650 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 Fl. P.E. No. 89670



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

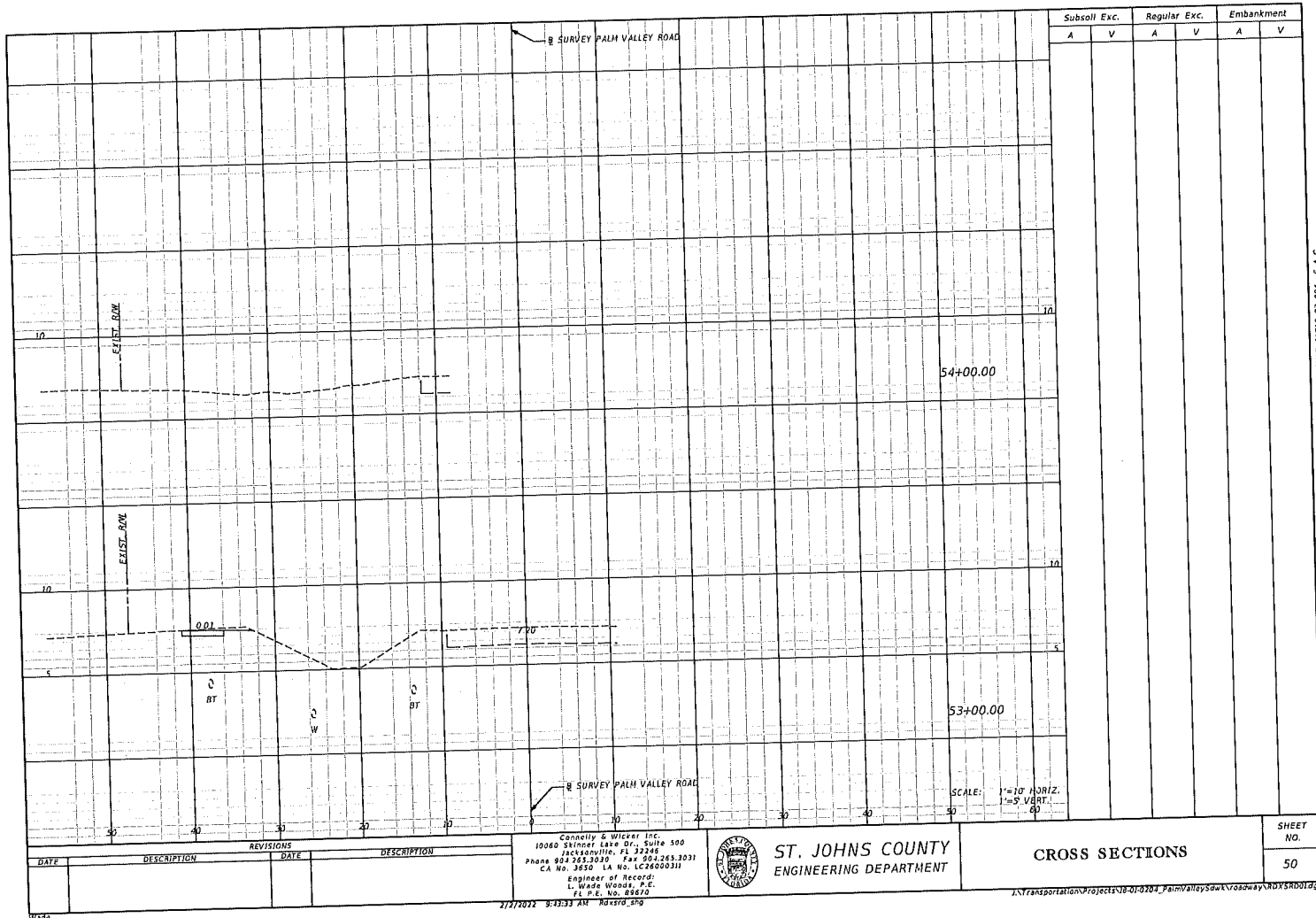
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Connelly & Wicker Inc.
 10050 Skinner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.263.3010 Fax 904.263.3031
 CA No. 3650 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 E.C. No. 85670



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

CROSS SECTIONS

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TRAFFIC CONTROL NOTES


1. TEMPORARY TRAFFIC CONTROL SHALL UTILIZE FDOT STANDARD PLANS 102-600, 102-601, 102-602, 102-603, AND 102-605.
2. LANE CLOSURES ARE ALLOWED BETWEEN 9:00AM - 3:00PM UNLESS APPROVED BY THE ENGINEER.

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Connelly & Wicker Inc.
10060 Seviner Lake Dr., Suite 500
Jacksonville, FL 32248
Phone 904.265.3030 Fax 904.263.3031
CA No. 3650 LA No. LC26000311

Engineer of Record:
L. Wade Woods, P.E.
FL P.E. No. 82670



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

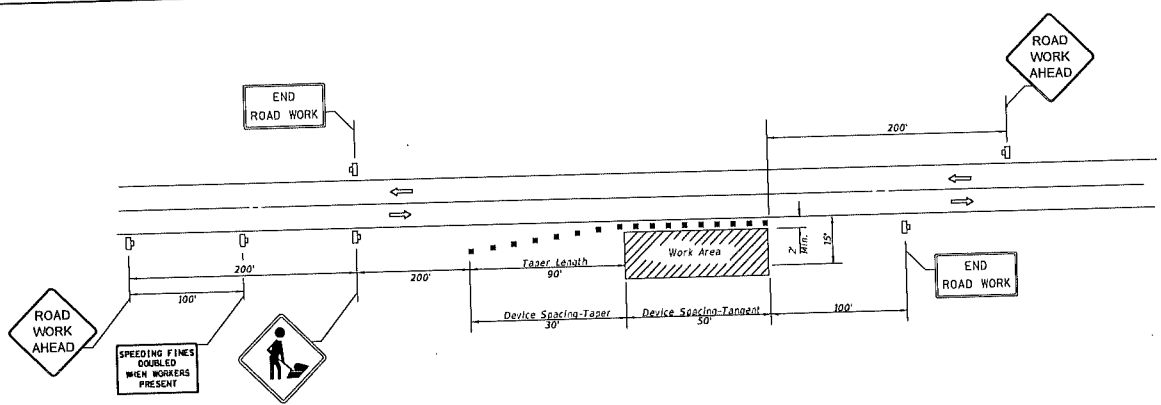
TRAFFIC CONTROL
GENERAL NOTES

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51

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WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUCH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

- SYMBOLS**
- Work Area
 - TYPE I or TYPE II Barricades or Vertical Panels or Drums
 - Work Zone Sign
 - Lane Identification + Direction of Traffic

- GENERAL NOTES**
1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of FLAGGERS and FLAGGER signs, see FDOT Index 102-603.
 2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
 3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable FDOT TCZ Indexes.
 4. For general TCZ requirements and additional information, refer to FDOT Index 102-600.

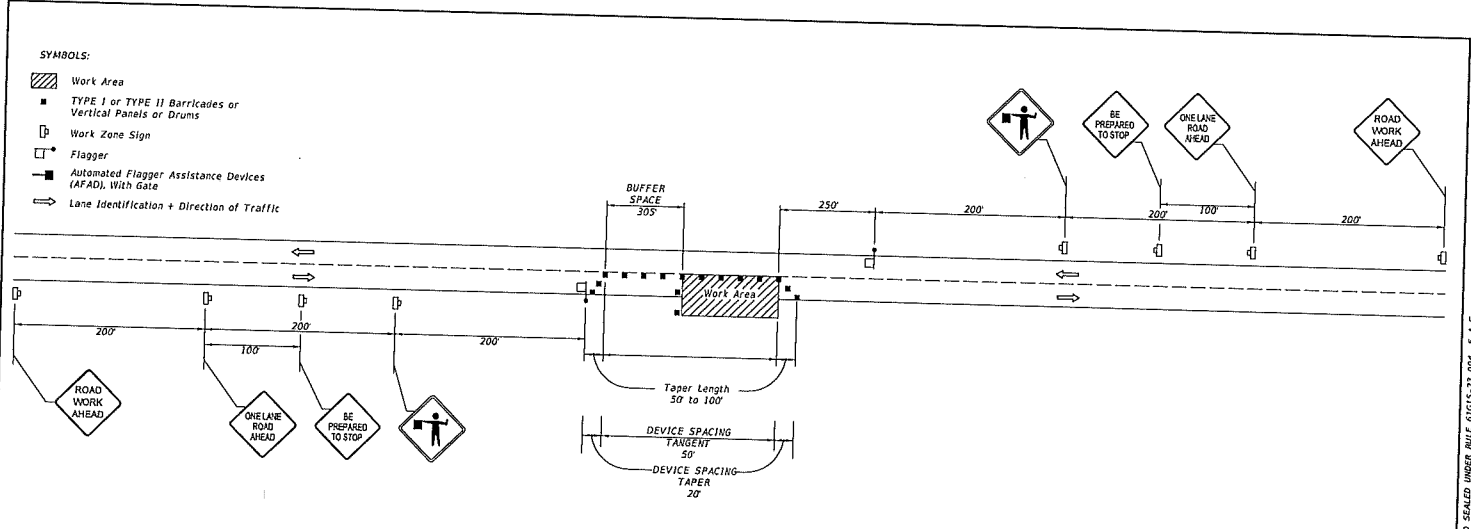
| <p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 45%;">DESCRIPTION</th> <th style="width: 15%;">DATE</th> <th style="width: 25%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | | DATE | DESCRIPTION | DATE | DESCRIPTION | | | | | <p>Connolly & Wicker Inc. 10060 Skinner Lake Dr., Suite 500 Jacksonville, FL 32246 Phone 904.265.3030 Fax 904.265.3031 CA No. 3650 LA No. LC24000311 Engineer of Record: L. Wade Woods, P.E. FL P.E. No. 98670</p> | <p>ST. JOHNS COUNTY ENGINEERING DEPARTMENT</p> | <p>TRAFFIC CONTROL PLAN</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">SHEET NO.</td> </tr> <tr> <td style="text-align: center;">52</td> </tr> </table> | SHEET NO. | 52 |
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- SYMBOLS:**
- Work Area
 - TYPE I or TYPE II Barricades or Vertical Panels or Drums
 - Work Zone Sign
 - Flagger
 - Automated Flagger Assistance Devices (AFAD), With Gate
 - Lane Identification + Direction of Traffic



WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCR OACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

- GENERAL NOTES:**
1. The flaggers must be in sight of each other or in direct communication at all times.
 2. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable FDOT TCZ Indexes.

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Connelly & Wicker Inc.
 10060 Spinner Lake Dr., Suite 500
 Jacksonville, FL 32248
 Phone 904.255.9030 Fax 904.255.3033
 CA No. 3638 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 89670

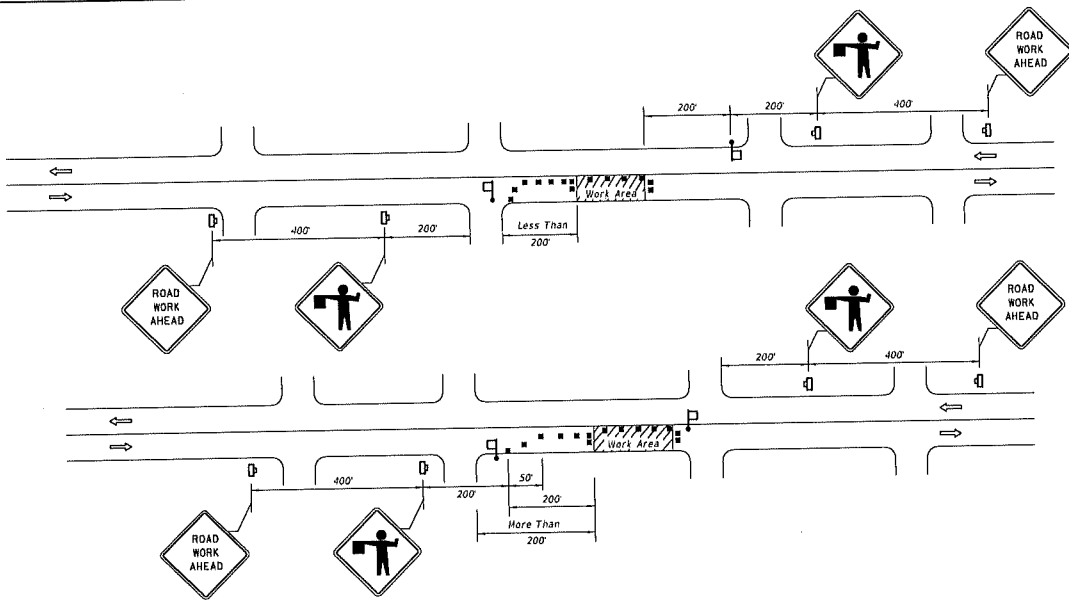


ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

TRAFFIC CONTROL PLAN

SHEET NO.
 53

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WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCR OACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS LESS THAN 200' DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

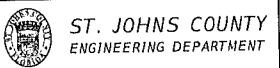
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- SYMBOLS**
- Work Area
 - TYPE I or TYPE II Barricades or Vertical Panels or Drums
 - Work Zone Sign
 - Flagger
 - Lane Identification + Direction of Traffic

- GENERAL NOTES**
1. Flaggers shall be in sight of each other or in direct communication at all times.
 2. The maximum spacing between devices shall be no greater than 25'.

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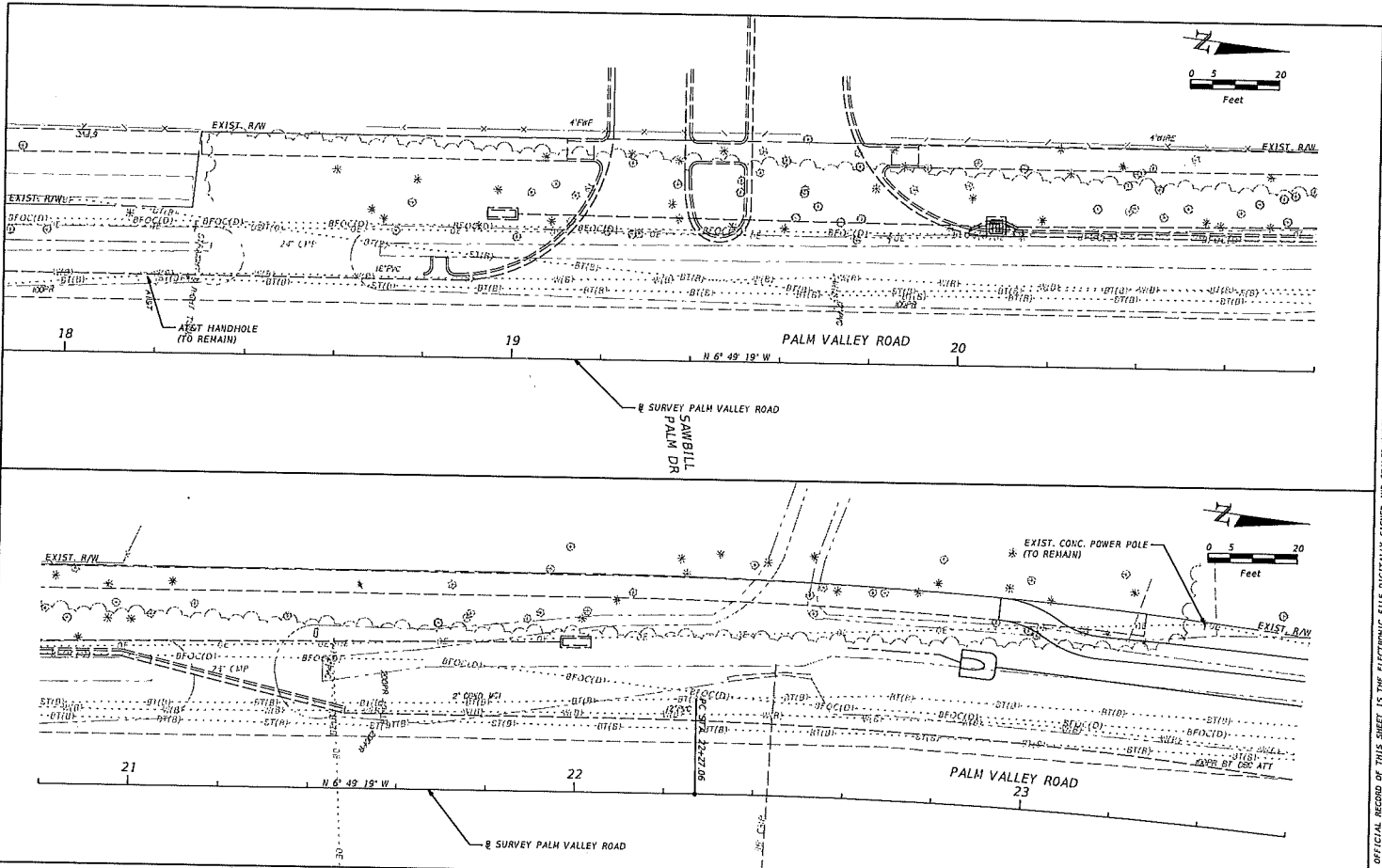
Connelly & Wicker Inc.
 10060 Silver Lake Dr., Suite 500
 Jacksonville, FL 32218
 Phone 904 765 3030 Fax 904 265 1031
 CA No. 3630 LA No. LC24000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 08676



TRAFFIC CONTROL PLAN

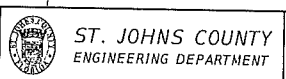
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Connelly & Wicker Inc.
 10060 Skinner Lane Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3650 LA No. CC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 89678



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

UTILITY ADJUSTMENTS

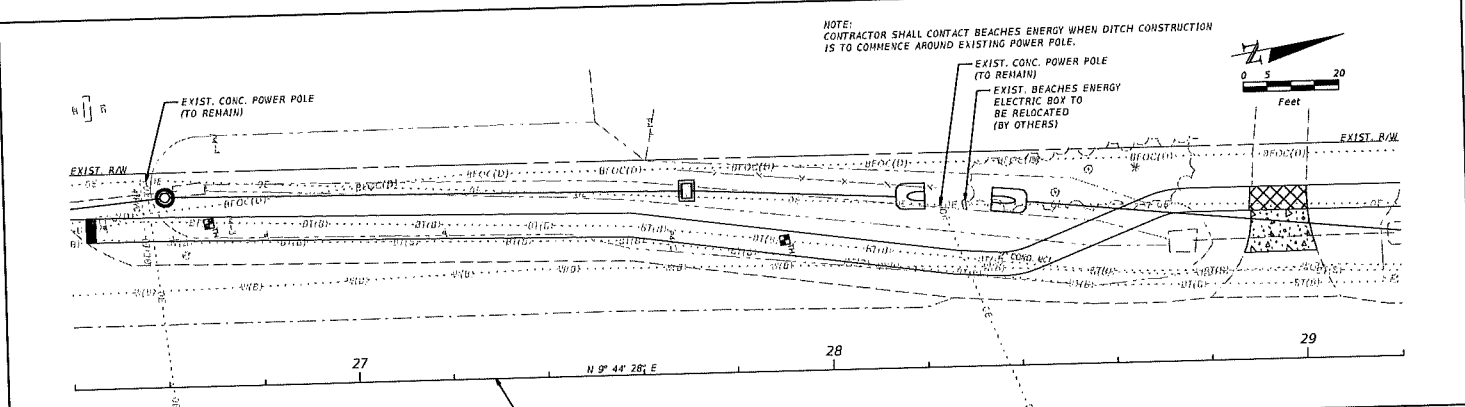
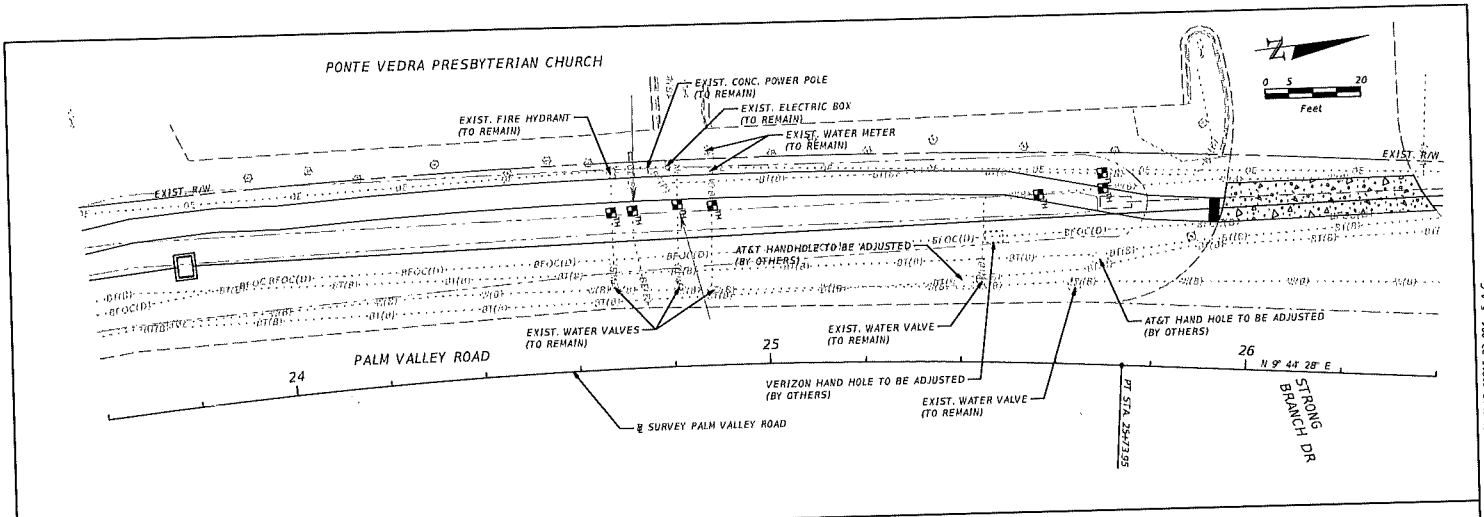
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ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

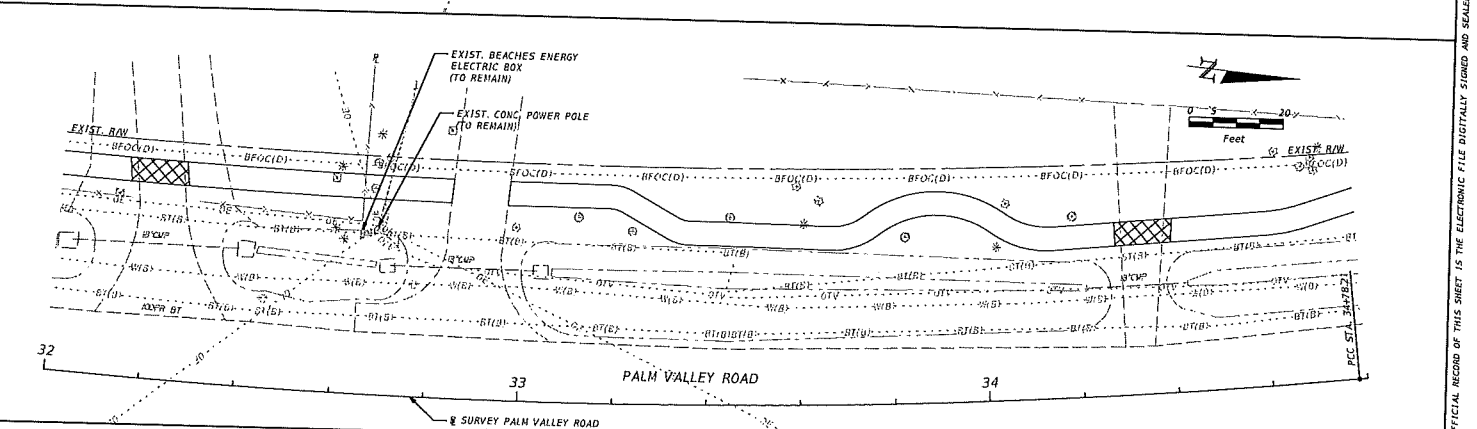
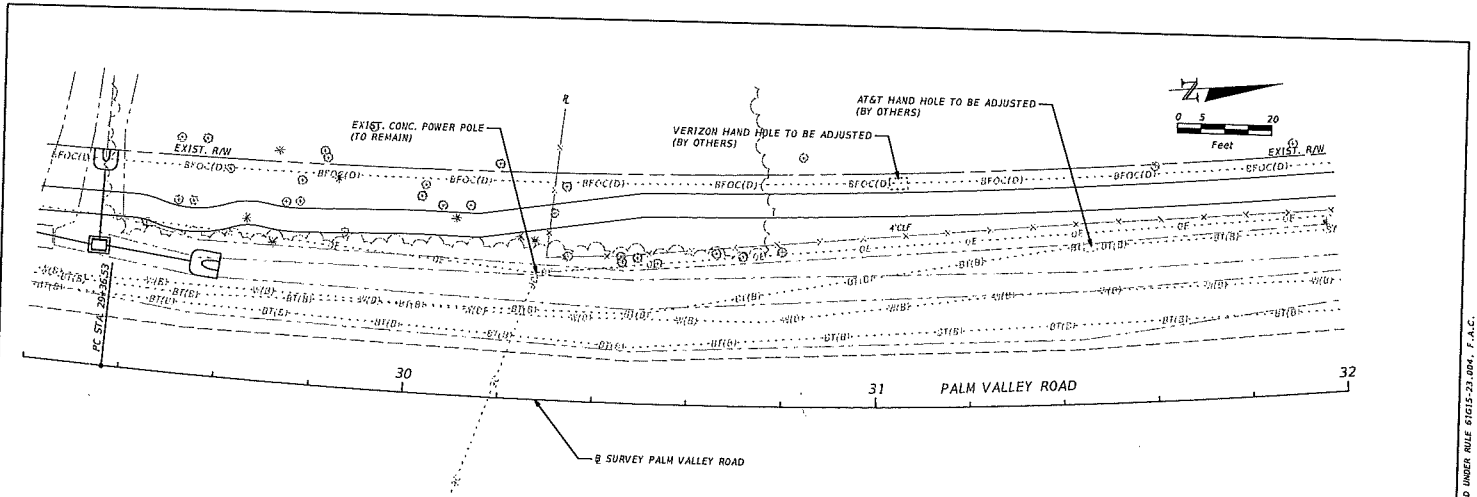
Connelly & Wilber Inc.
10080 Stinner Lake Dr., Suite 300
Jacksonville, FL 32246
Phone 904.263.3030 Fax 904.263.3031
CA No. 3650 LA No. LC26000311
Engineer of Record:
L. Wadd Woods, P.E.
FL P.E. No. 98670

UTILITY ADJUSTMENTS

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Connelly & Wicker Inc.
 10060 Seiner Lake Dr., Suite 300
 Jacksonville, FL 32246
 Phone 904.265.3030 Fax 904.265.3031
 CA No. 3632 LA No. LC6000301
 Engineer of Record:
 L. Wade House, P.E.
 FL P.E. No. 89670



ST. JOHNS COUNTY
 ENGINEERING DEPARTMENT

UTILITY ADJUSTMENTS

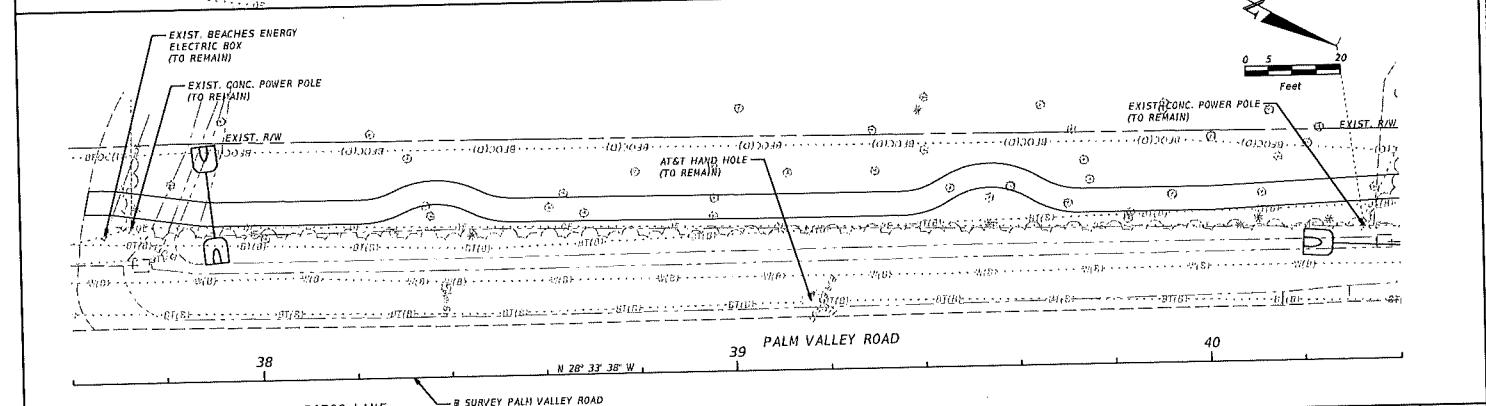
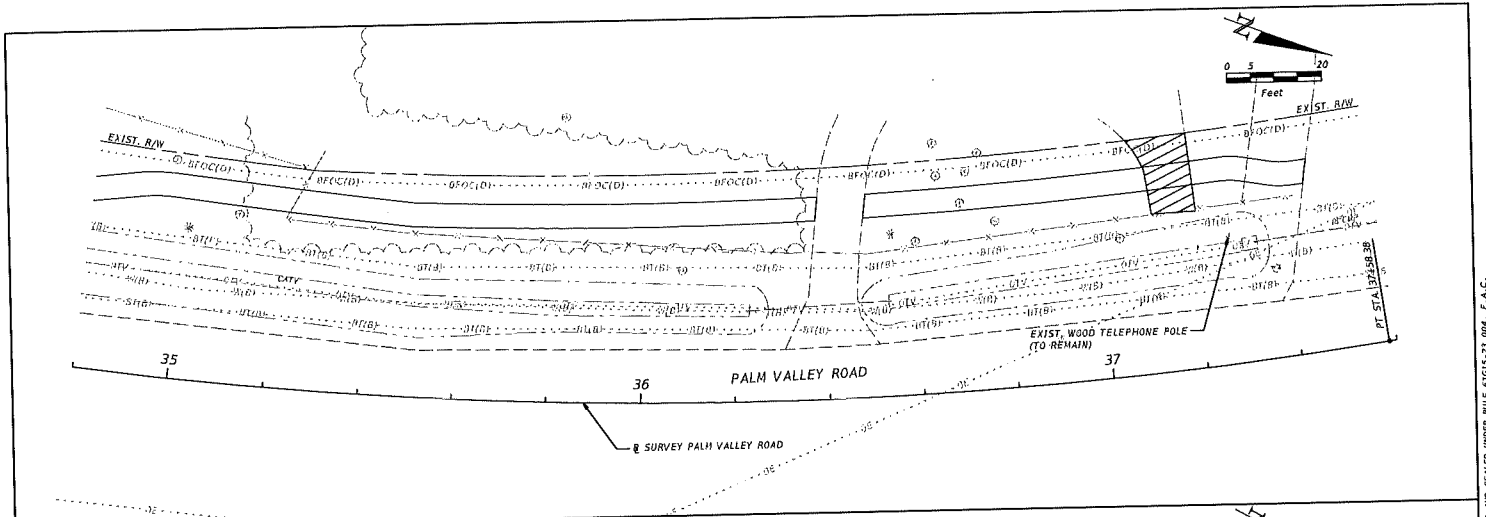
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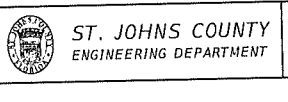
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Connelly & Wilcox, Inc.
 10060 Shinnel Lake Dr., Suite 300
 Jacksonville, FL 32248
 Phone 904.255.3030 Fax 904.255.3031
 CA No. 3650 LA No. LC26000311
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 81678

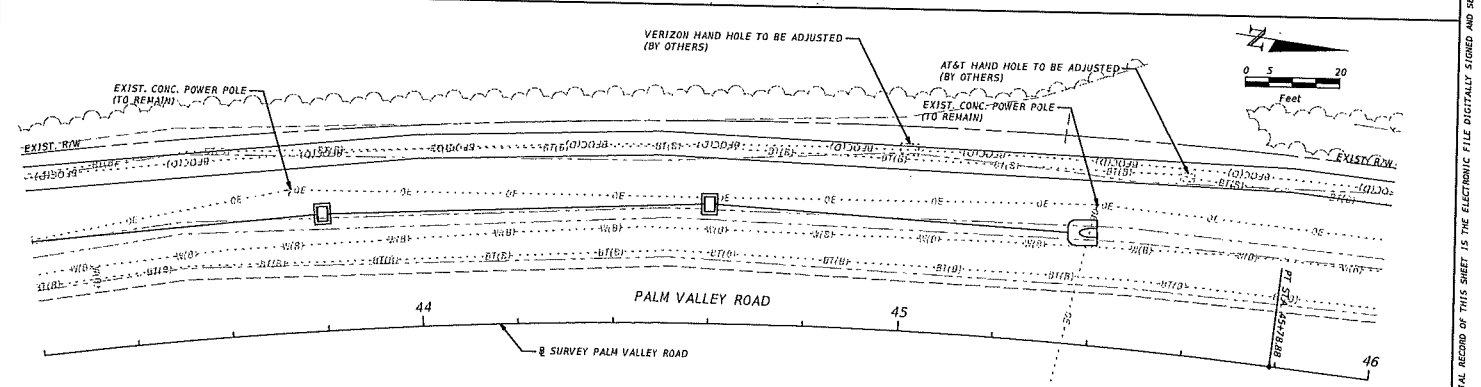
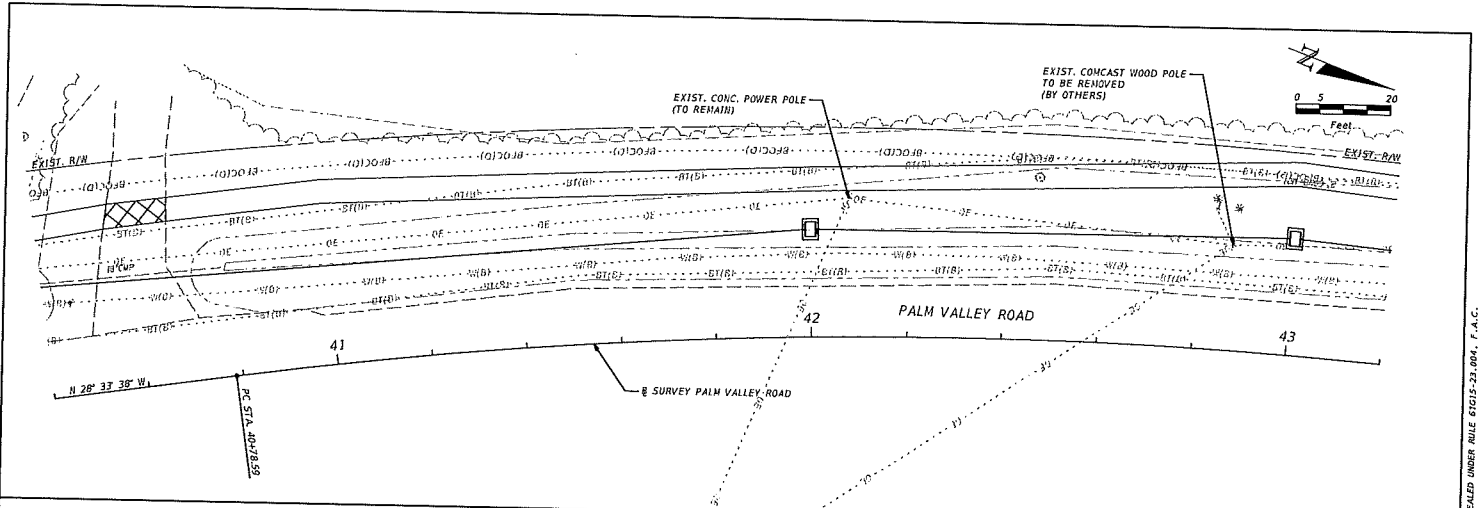



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

UTILITY ADJUSTMENTS

SHEET NO. 58

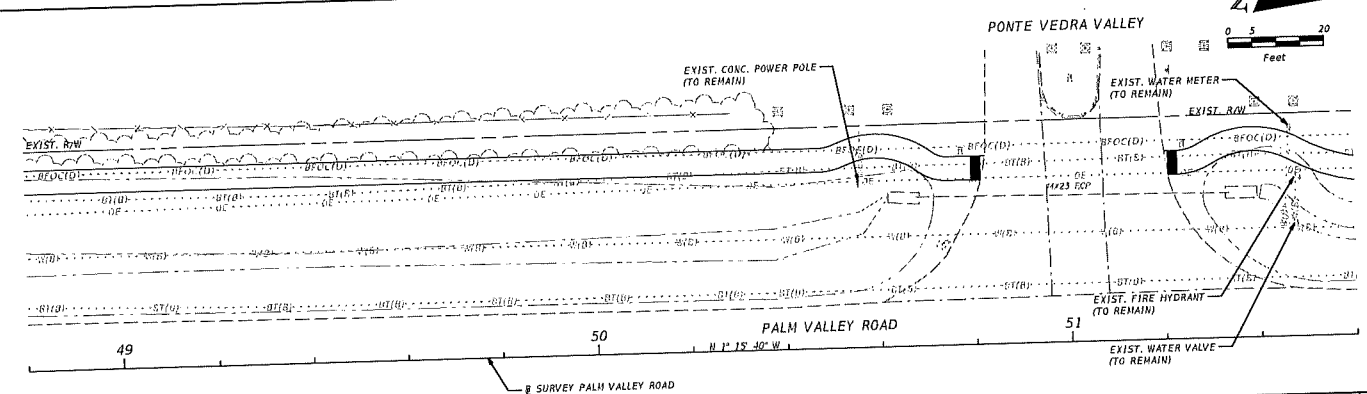
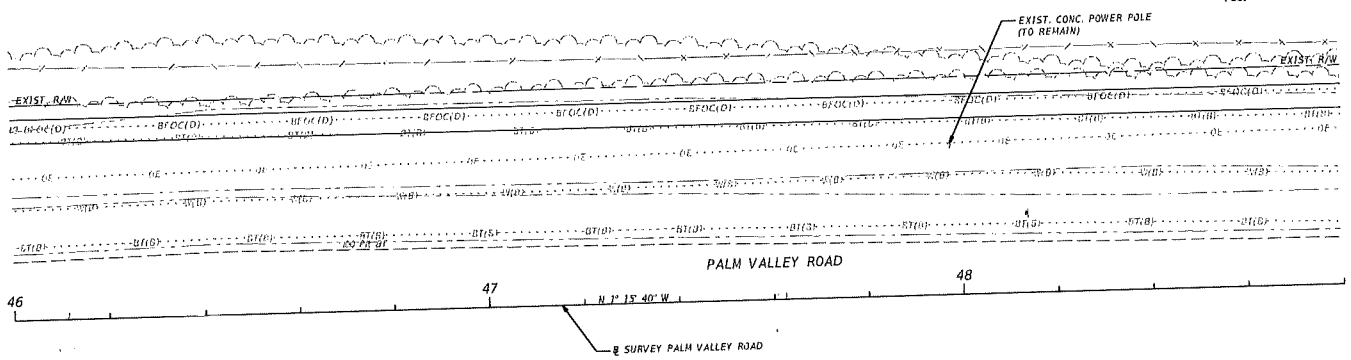
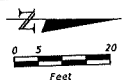
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| DATE | DESCRIPTION | DATE | DESCRIPTION |
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Connelly & Wicker Inc.
10060 Skinner Lane Dr., Suite 500
Jacksonville, FL 32246
Phone 904.365.3030 Fax 904.363.3031
CA No. 3650 LA No. LC36000311
Engineer of Record:
L. Wade Woods, P.E.
FL P.E. No. 93670



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

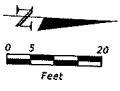
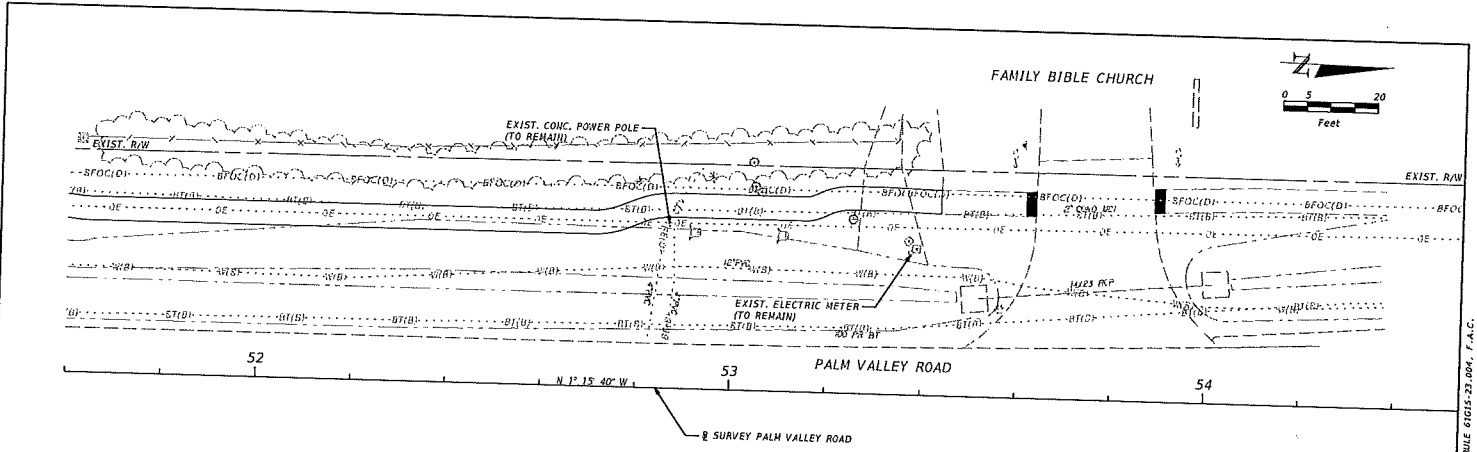
UTILITY ADJUSTMENTS

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Connolly & Wicker Inc.
 10060 Seiner Lake Dr., Suite 500
 Jacksonville, FL 32246
 Phone 904.755.3030 Fax 904.265.3031
 CA No. 3630 LA No. LC26003811
 Engineer of Record:
 L. Wade Woods, P.E.
 FL P.E. No. 88670



ST. JOHNS COUNTY
ENGINEERING DEPARTMENT

UTILITY ADJUSTMENTS

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St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

November 19, 2020

Nick Perpich
St. Johns County Engineering Division
2750 Industry Center Road
St. Augustine, FL 32084

SUBJECT: General Permit 165036-1

Dear Sir/Madam:

The District has received your notice to use a general permit. Based on the submitted information, the proposed activity qualifies for a General Environmental Resource Permit pursuant to section 62-330.447, Florida Administrative Code, provided it is constructed and operated in accordance with that general permit and the general and special conditions set forth in section 62-330.447, Florida Administrative Code (attached).

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has determined your project qualifies for this general permit. Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the use of the general permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the use of the permit. To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.11 of the *Florida Statutes*. If you do not publish a newspaper notice to close the point of entry, the time to challenge your use of the permit will not expire and someone could file a petition even after your project is constructed. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

Doug Bournique
VERO BEACH

Rob Bradley, VICE CHAIRMAN
FLEMING ISLAND

Cole Oliver
MERRITT ISLAND

Susan Dolan, SECRETARY
SANFORD

J. Chris Peterson
WINTER PARK

Ron Howse, TREASURER
COCOA

Janet Price
FERNANDINA BEACH

A copy of your application was transmitted to the U.S. Army Corps of Engineers for review. This authorization to use a general environmental resource permit does not obviate the need for obtaining all necessary permits or approval from other agencies.

Sincerely,

Michelle Reiber

Michelle Reiber, Bureau Chief
Division of Regulatory Services

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
GENERAL ENVIRONMENTAL RESOURCE PERMIT**

PERMIT NO: 165036-1 **DATE ISSUED:** November 19, 2020
PROJECT NAME: Palm Valley Road Sidewalk Improvement Project

A PERMIT AUTHORIZING:

Use of the General Permit for Minor Activities in Existing Right-of-Ways or Easements for Palm Valley Road Sidewalk Improvement Project to be constructed as per plans received by the District on October 28, 2020 and revised wetland exhibit received on November 11, 2020.

LOCATION:

Section(s): 42, 9, 16 Township(s): 4S Range(s): 29E

St. Johns County

Receiving Water Body:

| Name | Class |
|------|------------|
| ICW | III Marine |

ISSUED TO:

St. Johns County Engineering Division
2750 Industry Center Road
St. Augustine, FL 32084

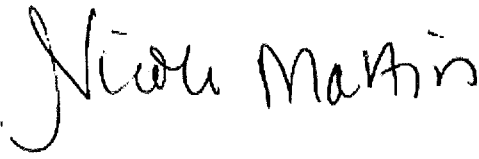
The District received your notice to use a General Environmental Resource Permit pursuant to Chapter 62-330, Florida Administrative Code (F.A.C.) on October 7, 2014.

Based on the forms, design plans, and other documents submitted with your notice, it appears that the project meets the requirements for a General Environmental Resource Permit. Any activities performed under a General Environmental Resource Permit are subject to the general conditions and special conditions specified in rules 62-330.405 and 62-330.447, F.A.C. respectively (attached). Any deviations from these conditions may subject you to enforcement action and possible penalties.

Please be advised that the General Environmental Resource Permit expires 5 years from the date on which the notice of intent to use a General Environmental Resource Permit was received by the District.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action and possible penalties.

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 

Nicole Martin
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 165036-1
Palm Valley Road Sidewalk Improvement Project
DATED November 19, 2020

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
3. The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. The general permit is not transferable to a third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with Rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
10. A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.
12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
 - b. The maximum width of the construction access area shall be limited to 15 feet;
 - c. All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
 - d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in the general permit, activities must not:
 - a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
 - b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.
16. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains

that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
 - (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.
21. The permittee shall limit stream channel relocation to streams which have an average discharge of 10 cubic feet per second or less. The length of relocated channels or those significantly altered shall be limited to 200 feet per stream. A stream channel shall be altered only when such a measure will reduce the long term adverse water quality impacts and will maintain or restore the stream's natural hydraulic capability; and
22. This general permit shall not apply to ditch construction in Class I or Class II surface waters, Outstanding National Resource Waters or waters designated as Outstanding Florida Waters.

23. Activities under this general permit must not diminish existing stormwater treatment, attenuation, or conveyance capacity.

24. This general permit does not authorize the construction of additional traffic lanes. Activities that require additional traffic lanes must first obtain an individual environmental resource permit under this chapter, as applicable, before the start of construction.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sirwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwm.com (preferred method) or send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRADFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
MacLenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

BID NO: 23-30; PALM VALLEY ROAD SIDEWALK – PHASE I FROM LANDRUM LANE TO CANAL
BOULEVARD – FDOT FIN #450657-1-54-01

EXHIBIT D

RIGHT OF WAY CERTIFICATION

RIGHT OF WAY CERTIFICATION

FINANCIAL PROJECT NO: 450657-1-54-01 DISTRICT: Two
STATE / COUNTY ROAD: CR210 COUNTY: St. Johns
DESCRIPTION: Palm Valley Road Sidewalk from Landrum Lane to Woody Creek (Phase I from Landrum Lane to Canal Boulevard)
LETTING DATE: December 2022

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. Sufficient authority has been obtained to maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

- Right of way was not acquired for this project.
 Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

- No persons or businesses were required to move or move personal property from the project right of way.
 All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

- No structures or improvements, including encroachments, required removal from the project right of way.
 All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

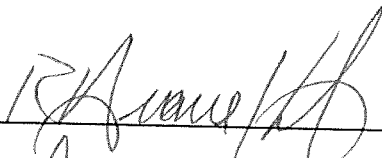
Asbestos Abatement

- No structures or improvements requiring asbestos abatement were located on the project right of way.
 Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Certified by Local Agency:

Title:

Date:


COUNTY ENGINEER

11/21/22

Joint Participation Agreement (JPA)


UTILITY CERTIFICATION

Financial Project Number: 450657-1-54-01
Local Agency Name: St. Johns County Public Works
County: St. Johns
Project Title: Palm Valley Road Sidewalk
Limits: Landrum Lane to Woody Creek (Phase I from Landrum Lane to Canal Boulevard)

 X This is to **CERTIFY** that a field investigation was made and it has been determined that there will be no utility involvement on the subject project.

 This is to **CERTIFY** that all utility work is completed or that all necessary arrangements have been made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule. Appropriate notification identifying all utility relocation work, together with status of/or schedule for completion for each company involved within the limits of this project, has been made a part of the contract documents.

Utility companies involved on this project are as follows: NA


County Manager or designee

11/21/00
Date

Joint Participation Agreement (JPA)

RAILROAD CERTIFICATION

Financial Project Number: 450657-1-54-01

Local Agency Name: St. Johns County Public Works

County: St. Johns

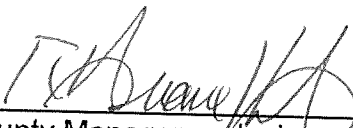
Project Title: Palm Valley Road Sidewalk

Limits: Landrum Lane to Woody Creek (Phase I from Landrum Lane to Canal Boulevard)

X This is to **CERTIFY** that a field investigation was made and it has been determined that there will be **no railroad involvement** on the subject project.

_____ This is to **CERTIFY** that all necessary arrangements have been made for railroad work to be undertaken and completed as required for proper coordination with the physical construction schedule. Appropriate notification and coordination with the respective railroad company/owner, together with the status of/or the schedule for completion, for each railroad company/owner involved within the limits of this project, has been addressed and made a part of the contract documents.

Railroad companies/owners involved on this project are as follows: NA


County Manager or designee


Date

**BID NO: 23-30; PALM VALLEY ROAD SIDEWALK – PHASE I FROM LANDRUM LANE TO CANAL
BOULEVARD – FDOT FIN #450657-1-54-01**

EXHIBIT E

FDOT STATE-FUNDED GRANT AGREEMENT

FIN# 450657-1-54-01

Resolution No 2022 446

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

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|----------------------------|------------------------------|---------------------------------|
| FPN: <u>450657-1-54-01</u> | Fund: <u>GR23</u> | FLAIR Category: <u>088796</u> |
| | Org Code: <u>55024010206</u> | FLAIR Obj: <u>751000</u> |
| FPN: _____ | Fund: _____ | FLAIR Category: _____ |
| | Org Code: _____ | FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ | FLAIR Category: _____ |
| | Org Code: _____ | FLAIR Obj: _____ |
| County No: _____ | Contract No: <u>G2F03</u> | Vendor No: <u>F596000825003</u> |

1/3/2023 | 4:10 PM EST

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 1/3/2023 (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and St Johns County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Specific Appropriation 1988A of Chapter 2022-156, LOF, Local Transportation Projects, 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction and Construction Engineering and Inspection of a new sidewalk on Palm Valley Road from Landrum to Woody Creek, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$800,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$800,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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STATE-FUNDED GRANT AGREEMENT

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.


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STATE-FUNDED GRANT AGREEMENT

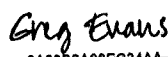
525-010-60
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

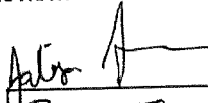
RECIPIENT St Johns County

By: 
Title: Chair
Name: Christian Whitehurst


STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: 0A99B2A03E884A...
Title: Greg Evans
Name: District Two Secretary

Legal Review:

By:  12/22/22
Name: Jelisa Ferguson

FDOT Legal Review
Angela Hensel

DocuSigned by:

0D4237CB170D4C2...

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 450657-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and St Johns County (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Approximately 1.6 miles - RW ID 78513000 from 5.895 to 7.582

PROJECT DESCRIPTION: Construction and CEI of a new sidewalk on Palm Valley Road from Landrum to Woody Creek

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- Design to be completed by June 30, 2024
- Construction contract to be let by December 31, 2024
- Construction contract to be completed by June 30, 2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

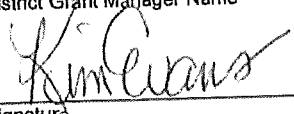
* Prior to Authorization to Advertise, the Agency is required to submit a Railroad, Right of Way and Utility Certification form signed by an authorized County employee. The Agency shall provide an Engineer's Estimate and email that CCNA was followed. Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval. Time Extensions will be granted in the Department's sole discretion and only for circumstances beyond the Agency's control. The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

**EXHIBIT B
 SCHEDULE OF FINANCIAL ASSISTANCE**

| PHASE OF WORK by Fiscal Year: | | MAXIMUM PARTICIPATION | | | Indicate source of Local funds |
|--|---|---|--------------------|-------------------------|---|
| | | (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) STATE FUNDS | |
| RECIPIENT NAME & BILLING ADDRESS: St Johns County, 4020 Lewis Speedway, Finance Department, St. Augustine, FL 32084 | | FINANCIAL PROJECT NUMBER: 450657-1-54-01 | | | |
| Design- Phase 34 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Design Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Right-of-Way- Phase 44 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Right-of-Way Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction- Phase 54 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction Engineering and Inspection - Phase 64 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Engineering and Inspection Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| (Phase : Construction and CEI - Phase 54) | Maximum Department Participation (Local Transportation Projects) | \$800,000.00 | \$ | \$800,000.00 | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: 2023 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Cost | | \$800,000.00 100.00% | \$ 0.00 % | \$800,000.00 100.00% | |
| TOTAL COST OF THE PROJECT | | \$800,000.00 | \$ 0.00 | \$800,000.00 | |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans
 District Grant Manager Name

 Signature
 4/3/23
 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and St Johns County

PROJECT DESCRIPTION: Palm Valley Road Sidewalk from Landrum to Woody Creek

FPID#: 450657-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: _____ P.E.
Name: _____
Date: _____

Alt Form 625-010-60sD

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Local Transportation Projects, 55.039

***Award Amount:** \$800,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: kimberly.evans@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G2F83

12/27/2022

CONTRACT INFORMATION

| | |
|--|---|
| Contract: | G2F83 |
| Contract Type: | GD - GRANT DISBURSEMENT (GRANT) |
| Method of Procurement: | G - GOVERNMENTAL AGENCY (287.057,F.S.) |
| Vendor Name: | ST. JOHNS COUNTY BOARD OF COUNT |
| Vendor ID: | F596000825003 |
| Beginning Date of This Agreement: | 12/22/2022 |
| Ending Date of This Agreement: | 06/30/2026 |
| Contract Total/Budgetary Ceiling: | ct = \$800,000.00 |
| Description: | sidewalk on Palm Valley from Landrum to Woody Creek |

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTRROLLER ON 12/27/2022

| | |
|--------------------------------|--------------|
| Action: | Original |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55024010206 |
| Expansion Option: | AK |
| Object Code: | 751000 |
| Amount: | \$800,000.00 |
| Financial Project: | 45065715401 |
| Work Activity (FCT): | 215 |
| CFDA: | |
| Fiscal Year: | 2023 |
| Budget Entity: | 55150200 |
| Category/Category Year: | 088862/23 |
| Amendment ID: | 0001 |
| Sequence: | 00 |
| User Assigned ID: | |
| Enc Line (6s)/Status: | 0001/04 |

Total Amount: \$800,000.00

RESOLUTION NO. 2022- 440

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF COUNTY.

RECITALS

WHEREAS, the County was awarded a \$800,000 state grant for sidewalk construction along Palm Valley Road from Landrum Lane to Woody Creek Drive (the "Project");

WHEREAS, the grant is awarded subject to the terms, conditions, provisions, and requirements of the attached State-Funded Grant Agreement between the County and Florida Department of Transportation; and

WHEREAS, in the Fiscal Year 2023 budget, the Engineering Department budgeted for infrastructure projects as approved by the Board of County Commissioners; and

WHEREAS, the Project will increase the level of service for pedestrian and bicyclist mobility and is in the best interest of the County for the health, safety and welfare of its citizens.

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 findings of fact.

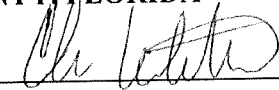
Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the attached State-Funded Grant Agreement and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County for the purposes mentioned above and in substantially the form and format as attached.

Section 3. The Clerk is instructed to have two (2) copies of the original State-Funded Grant Agreement executed by the Chair and mailed to State of Florida Department of Transportation, Attn: Kim Evans, District Local Programs Administrator, 1109 South Marion Avenue, Lake City, Florida, 32025.

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.

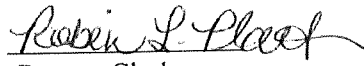
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 10th day of December, 2022.

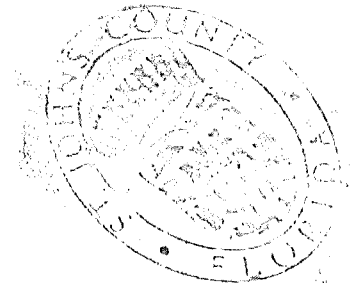
**BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA**

By: 
Christian Whitehurst, Chair

ATTEST:
Brandon J. Patty
Clerk of the Circuit Court and Comptroller

Rendition Date DEC 08 2022

By: 
Deputy Clerk



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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| | | |
|----------------------------|---|---|
| FPN: <u>450657-1-54-01</u> | Fund: <u>GR23</u> Org Code: <u>55024010206</u> | FLAIR Category: <u>088796</u> FLAIR Obj: <u>751000</u> |
| FPN: _____ | Fund: _____ Org Code: _____ | FLAIR Category: _____ FLAIR Obj: _____ |
| FPN: _____ | Fund: _____ Org Code: _____ | FLAIR Category: _____ FLAIR Obj: _____ |
| County No: _____ | Contract No: _____ | Vendor No: <u>F596000825003</u> |

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and St Johns County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Specific Appropriation 1988A of Chapter 2022-156, LOF , Local Transportation Projects , 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction and Construction Engineering and Inspection of a new sidewalk on Palm Valley Road from Landrum to Woody Creek, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$800,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$800,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

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g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT St Johns County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Title: Chair
Name: _____

By: _____
Title: Greg Evans
Name: District Two Secretary

Legal Review:

By: _____
Name: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 450657-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and St Johns County (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Approximately 1.6 miles - RW ID 78513000 from 5.895 to 7.582

PROJECT DESCRIPTION: Construction and CEI of a new sidewalk on Palm Valley Road from Landrum to Woody Creek

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- Design to be completed by June 30, 2024
- Construction contract to be let by December 31, 2024
- Construction contract to be completed by June 30, 2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

* Prior to Authorization to Advertise, the Agency is required to submit a Railroad, Right of Way and Utility Certification form signed by an authorized County employee. The Agency shall provide an Engineer's Estimate and email that CCNA was followed. Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval. Time Extensions will be granted in the Department's sole discretion and only for circumstances beyond the Agency's control. The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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**EXHIBIT B
 SCHEDULE OF FINANCIAL ASSISTANCE**

| RECIPIENT NAME & BILLING ADDRESS: St Johns County, 4020 Lewis Speedway, Finance Department, St. Augustine, FL 32084 | | FINANCIAL PROJECT NUMBER: 450657-1-54-01 | | | |
|---|---|--|--------------------|-------------------------|---|
| PHASE OF WORK by Fiscal Year: | | MAXIMUM PARTICIPATION | | | Indicate source of Local funds |
| | | (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) STATE FUNDS | |
| Design- Phase 34 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Design Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Right-of-Way- Phase 44 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Right-of-Way Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction- Phase 54 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| Construction Engineering and Inspection - Phase 64 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Construction Engineering and Inspection Cost | | \$ 0.00 % | \$ 0.00 % | \$ 0.00 % | |
| (Phase : Construction and CEI - Phase 54) | Maximum Department Participation (Local Transportation Projects) | \$800,000.00 | \$ | \$800,000.00 | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| FY: 2023 | Maximum Department Participation (Insert Program Name) | \$ | \$ | \$ | <input type="checkbox"/> In-Kind <input type="checkbox"/> Cash |
| Total Cost | | \$800,000.00 100.00% | \$ 0.00 % | \$800,000.00 100.00% | |
| TOTAL COST OF THE PROJECT | | \$800,000.00 | \$ 0.00 | \$800,000.00 | |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and St Johns County

PROJECT DESCRIPTION: Palm Valley Road Sidewalk from Landrum to Woody Creek

FPID#: 450657-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: _____ P.E.
Name: _____
Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Local Transportation Projects, 55.039

***Award Amount:** \$800,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

Certificate Of Completion

Envelope Id: 0D78E91FA0DD47B38811B25D987EB3BE
 Subject: Complete with DocuSign: G2F83.pdf, RES2022-446.pdf
 Contract Number (ex. C9A12, optional): G2F83
 Document Contains Confidential Information?: No
 Fin Proj Num (ex.123456-1-32-01, Optional): 450657-1-54-01
 Office (contact Procurement if add is needed):
 Local Programs
 HR Action?: No
 Source Envelope:
 Document Pages: 45
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Kimberly Evans
 605 Suwannee Street
 MS 20
 Tallahassee, FL 32399-0450
 kimberly.evans@dot.state.fl.us
 IP Address: 156.75.252.6

Record Tracking

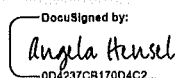
Status: Original
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 Holder: Kimberly Evans
 kimberly.evans@dot.state.fl.us

Location: DocuSign

Signer Events

Angela Hensel
 angela.hensel@dot.state.fl.us
 District Legal Counsel
 Florida Department of Transportation
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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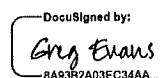
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Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.252.6

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Greg Evans
 greg.evans@dot.state.fl.us
 D2 Secretary
 FLDOT
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.252.6

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |

| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
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| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

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| Certified Delivered | Security Checked | 1/3/2023 4:10:25 PM |
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| Payment Events | Status | Timestamps |
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