

RESOLUTION NO. 2023 - 212

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 23-40; MICKLER ROAD AND SR-A1A INTERSECTION IMPROVEMENTS - FDOT FPN #445798-2-54-01 AND FDPT FPN #445798-3-54-01 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 roadway, drainage, and utility improvements at the intersection of SRA1A and Mickler Road/Ponte Vedra Boulevard, in St. Johns County, Florida, which generally includes improving the existing signalized intersection by adding two eastbound left-turn bays on Mickler Road, constructing a westbound left-turn bay on Ponte Vedra Boulevard, and constructing a second northbound through lane on SRA1A (which shall be extended to the Crossroad Lakes Drive/Lauden Court intersection, approximately 0.4 miles north of the signal).; 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. 23-40 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: 23-40.

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 20<sup>th</sup> day of June, 2023.

Rendition Date JUN 20 2023

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Christian Whitehurst, Chair

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

By: [Signature]  
Deputy Clerk





MASTER CONSTRUCTION AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONTRACTOR

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

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This Master Construction Agreement (“Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 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](mailto:dbaylor@DBCivilConstruction.com), for **BID NO. 23-40; MICKLER ROAD AND SR-A1A INTERSECTION IMPROVEMENTS – FDOT FPN #445798-2-54-01 AND FDOT FPN #445798-3-54-01** 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 – SR A1A and Mickler Road Intersection Improvements Technical Specs Dec 2022
  - ii. Exhibit B – Final Construction Plans – Phase IV - Mickler Road and SR A1A Intersection Improvements
  - iii. Exhibit C – Index of Signalization Plans – Mickler Road and SR-A1A Intersection Improvements
  - iv. Exhibit D – Index of Lighting Plans – Mickler Road and SR-A1A Intersection Improvements
  - v. Exhibit E – Lighting Design Analysis Report – Mickler Road and SR-A1A Intersection Improvements
  - vi. Exhibit F - SJRWMD Permit 100688-2
  - vii. Exhibit G – FDOT Grant Agreement FIN 445798-2-54-01
  - viii. Exhibit H – FDOT Grant Agreement FIN 445798-3-54-01
- e) Bonds and Insurance furnished by the Contractor
- f) Bid Documents and Bid Forms with all addenda thereto for Bid No. 23-40

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 TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 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 Mickler Road and SR-A1A Intersection Improvements Project requires the Contractor to provide any and all labor, materials, equipment to construct roadway, drainage, and utility improvements at the intersection of SRA1A and Mickler Road/Ponte Vedra Boulevard. Contractor shall improve the existing signalized intersection by adding two eastbound left-turn bays on Mickler Road, constructing a westbound left-turn bay on Ponte Vedra Boulevard, and constructing a second northbound through lane on SRA1A (which shall be extended to the Crossroad Lakes Drive/Lauden Court intersection, approximately 0.4 miles north of the signal). In addition, the Contractor shall be responsible for relocation of existing St. Johns County utilities along Mickler Road as noted in the approved construction plans. Sidewalk, striping, roadway, and signal adjustments shall be as designed in the construction plans.

### **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 **two hundred seventy (270)** 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 **\$2,712** 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 **Four Million Six Hundred Ninety-Nine Thousand Six Hundred Fifty Dollars (\$4,699,650.00)**, 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.

#### **9.4 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](mailto: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](mailto: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](mailto:jferguson@sjcfl.us)

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

\*\*\*\*\*



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

**County:**

St. Johns County (Seal)  
(Typed Name)

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

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

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

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

**Contractor:**

DB Civil Construction, LLC (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)



FORM 2

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

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

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

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

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

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

*None*

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

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

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

May 25, 2023

**Bid No: 23-40; Mickler Road and SR-A1A Intersection Improvements - FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01**

St. Johns County hereby issues this Notice of Intent to Award 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](mailto: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](mailto:ldaniels@sjcfl.us)  
(904) 209-0154 – Direct

Date: A handwritten signature in black ink, appearing to read "S. Ashby", written over a horizontal line.



ST. JOHNS COUNTY, FL  
BID TABULATION

BID NO./TITLE: 23-40; Mickler Road and SR-A1A Intersection Improvements -  
FDOT FPN #445798-2-54-01 and FDPT FPN #445798-3-54-01

OPENING DATE: 4/5/2023  
OPENED BY: Diana Fye  
VERIFIED BY: Bryan Matus  
POSTING DATE: 4/6/23

BIDDERS	TOTAL LUMP SUM BID PRICE					
DB Civil Construction, LLC	\$4,699,850.00					
J.B. Coxwell Contracting, Inc.	\$4,967,386.00					
Reeves Construction Company	\$5,512,361.00					

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: 23-40

**ORIGINAL**

OFFICIAL COUNTY BID FORM (REVISED PER ADDENDUM 1)  
ST. JOHNS COUNTY, FLORIDA

PROJECT: MICKLER ROAD AND SR-A1A INTERSECTION IMPROVEMENTS – FDOT FPN #445798-2-54-01 AND FDOT FPN #445798-3-54-01

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

DATE SUBMITTED: April 5, 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: 23-40; Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01** 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)

\$ 4,699,650.00  
Total Lump Sum Bid Price (Numerical)

Four Million Six Hundred Ninety Nine Thousand Six 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.

\* **UNIT PRICE FOR REMOVAL/REPLACEMENT OF UNSUITABLE SOIL:** \$68.00 Per CY

\* Unit Price per cubic yard for removal and replacement of unsuitable soil will not be included in the Total Lump Sum Bid Price, nor used in consideration of Bid Award.

**BID NO: 23-40**

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

No.:   1   Date Received: March 27, 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

March 27, 2023

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: Bid No: 23-40; Mickler Road and SR-A1A Intersection Improvements - FDOT FPN #445798-2-54-01 and FDPT FPN #445798-3-54-01**

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.

#### Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into Bid Documents:

1. The Official County Bid Form has been revised and is included with this Addendum. Bidders must use the revised Bid Form in their submitted bids. Failure to use the Revised Official County Bid Form may result in the submittal being deemed non-responsive.

- 1.a. In the event unsuitable soil is identified during construction, the County has added a line for unit price for removal and replacement of unsuitable soil.

Bidders shall include a Unit Price per Cubic Yard for Removal and Replacement of Unsuitable Soil.

**The Unit Price per Cubic Yard for Removal and Replacement of Unsuitable Soil will not be included in the Total Lump Sum Bid Price, nor will it be used in consideration of Bid Award.**

2. Changes have been made to Tabulation of Quantities in Exhibit B – Roadway Construction Plans, Sheet Nos. 5 and 6.
3. The Geotechnical Engineering Report for Mickler Road and A1A has been uploaded to DemandStar as Exhibit "I".

#### Questions/Answers:

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

1. Will the contractor be required to furnish a field office for project meetings as described in Technical Specification 12500 – Temporary Construction Facilities paragraph 1.23 Field Offices and Sheds?

**Answer: A field office will not be required. Specifications listed in this section will only apply if the contractor wishes to prepare a field office.**



2. Will the contractor be required to furnish a separate field office for the Owners Representative as described in Technical Specification 12500 – Temporary Construction Facilities paragraph 1.23 Field Offices and Sheds?

**Answer: A field office for the Owners Representative will not be required. Specifications listed in this section will only apply if the contractor wishes to prepare a field office.**

3. Can a portion of the Beach Parking Lot on Mickler Road be set aside for the contractors sole use for the placement of field office trailers?

**Answer: No.**

4. Can a portion of the Beach Parking Lot on Mickler Road be set aside for the contractors sole use as a project laydown area for storage of material and equipment to be used on the project?

**Answer: No.**

5. The plans contain a Roadway Soil Survey and Roadway Soil Profiles however we did not find a Geotechnical Report for the project. Please provide the Geotech Report.

**Answer: Geotechnical Report is attached.**

6. Please refer to Technical Specification Section 02050 Unsuitable Material paragraph 2.3. Typically, when a project contains a Roadway Soil Survey and Roadway Soil Profiles, like this one has, areas of unsuitable excavation are clearly delineated in the cross sections. We found no Unsuitable Material designated for removal and replacement in the drawings. Section 02050, paragraph 2.3, appears to require the contractor to include removal and replacement of unforeseen unsuitable material in its price. Please consider providing a contingency Pay Item for "Removal And Replacement of Unsuitable Soil" with a quantity in the neighborhood of 500 CY to be used in the event unsuitable soil is encountered.

**Answer: The geotechnical exploration did encounter a few areas of organic material, but they were deep and in areas where the roadway was not being widened much or at all. In case any unforeseen areas within the project area are discovered, the Official County Bid Form has been revised for the contractor to include an optional unit pricing for removal and replacement of unsuitable soil, which will not be included as part of the lump sum total bid price nor used in consideration of Bid Award (See Attached).**

7. Please provide CAD files for takeoff purposes.

**Answer: CAD files may be accessed at the following link:**

FTP Site Link: <https://ftp.sjcfi.us>

Username: pubworksanon

Password: sjcpubworksanon

Folder Name: Mickler Road A1A Intersection Improvements

8. Are the ditches along A1A between Station 124+50 and Station 129+40 to be re-graded and grassed in their entirety or is just the front slope to be modified? The cross sections show just the front slope; but, the Roadway Plan sheets show the entire ditch.

**Answer: Any disturbed area within the dry ponds shall be re-graded and sodded. This will be the front slopes at a minimum but if the pond bottom is disturbed during construction, it must also be re-sodded.**

9. The Tabulation of Quantities on plan sheets 5 and 6 appear to be missing a few items of work. Based on a quick review of the plans, the Grading and Drainage sheets show 23" x 14" ERCP and MES. Also, there is a significant amount of sod required that does not appear to be accounted for. There may be other items as well. Will a revised Tabulation of Quantities be provided?

**Answer: An updated Tabulation of Quantities has been provided (See Attached).**

**Attachments:**

- Revised Official County Bid Form
- Updated Tabulation of Quantities
- Exhibit "I" - Geotechnical Engineering Report – Mickler Road and A1A

**SUBMITTAL DEADLINE FOR BIDS REMAINS:  
WEDNESDAY, APRIL 5, 2023 AT 2:00 PM EDST**

**Bidder Acknowledgment**

  
Signature

Connie Baylor, Manager  
Printed Name/Title

DB Civil Construction, LLC  
Respondent Company Name

**END OF ADDENDUM NO. 1**

**BID NO: 23-40**

**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: Dalton Baylor Dalton Baylor, President  
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: 23-40

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: 23-40; Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01**, 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 30 day of March, 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 30 day of March, 2023 by Connie Baylor, who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
My Commission Expires: 2/10/26

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

BID NO: 23-40

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

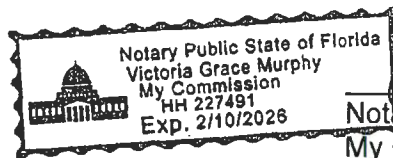
DB Civil Construction, LLC  
Full Legal Name of Corporation (Bidder)

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, Dalton Baylor/Connie 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 29 day of March, 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: 2/10/26

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

BID NO: 23-40

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 Contract 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 3-29-23  
Signature Date

Connie Baylor, Manager  
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	82-1245533	SUNBIZ	
Certified General Contractor (CGC)			
Certified Underground Utility and Excavation Contractor (CUC)	DB Civil Construction, LLC CUC1224644	DBPR	8/31/2024
FDOT Pre-Qualification – Flexible Paving	*SEE ATTACHED*	Florida Department of Transportation	6/30/2023
FDOT Pre-Qualification – Drainage	*SEE ATTACHED*	Florida Department of Transportation	6/30/2023
FDOT Pre-Qualification – Pavement Marking	P&P Striping *SEE ATTACHED*	Florida Department of Transportation	6/30/2023
FDOT Pre-Qualification – Roadway Signing	Safety Contractors *SEE ATTACHED*	Florida Department of Transportation	6/30/2023
FDOT Pre-Qualification – Traffic Signal	American Lighting & Signalization *SEE ATTACHED*	Florida Department of Transportation	6/30/2023
FDOT Pre-Qualification – Sidewalk	*SEE ATTACHED*	Florida Department of Transportation	6/30/2023



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 23, 2022

DB CIVIL CONSTRUCTION, LLC  
4475 US 1 SOUTH  
ST AUGUSTINE, FLORIDA 32086

### RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

#### FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutter, Driveways, Underground Utilities (Water & Sewer), Water mains.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

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

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

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

Sincerely,

for Alan Autry, Manager  
Contracts Administration Office

AA:cg





**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 11, 2022

P & P STRIPING LLC  
1741 S HWY 17  
POMONA PARK, FLORIDA 32181

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**  
PAVEMENT MARKING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

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

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

Sincerely,

for Alan Autry, Manager  
Contracts Administration Office

AA:cg



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 23, 2022

SAFETY CONTRACTORS, INC.  
5307 WACISSA AVENUE  
JACKSONVILLE, FLORIDA 32254

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**

FENCING, GUARDRAIL, ROADWAY SIGNING, Attenuators, Handrail (Pipe), Miscellaneous Drilled Shafts.

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2023.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

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

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

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

Sincerely,

for Alan Autry, Manager  
Contracts Administration Office

AA:cg



**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 10, 2022

AMERICAN LIGHTING AND SIGNALIZATION, LLC.  
708 BLAIR MILL ROAD  
WILLOW GROVE, PENNSYLVANIA 19090

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**

COMPUTERIZED TRAFFIC CONTROL, DRAINAGE, ELECTRICAL WORK, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

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

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

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

Sincerely,

for Alan Autry, Manager  
Contracts Administration Office

AA:cq



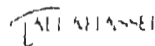
GREATER ORLANDO  
AVIATION AUTHORITY



*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*





[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

<b>Document Number</b>	L17000064257
<b>FEI/EIN Number</b>	82-1245533
<b>Date Filed</b>	03/21/2017
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	07/21/2017
<b>Event Effective Date</b>	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**

<a href="#">01/25/2022 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2021 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2021 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2020 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2020 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2020 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2019 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2018 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/21/2017 – LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/21/2017 – Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



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: CUC 1224644**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://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](http://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 – Flexible Paving
- FDOT Pre-Qualification - Drainage
- FDOT Pre-Qualification – Pavement Marking
- FDOT Pre-Qualification – Roadway Signing
- FDOT Pre-Qualification – Traffic Signal
- FDOT Pre-Qualification - Sidewalk

<b>Company Name</b>	<b>Division/Discipline</b>	<b>Primary Contact Name</b>	<b>Contact Number and Email Address</b>
P&P Striping	Striping	Chris Highsmith	(352) 219-5734 chrishighsmithpnp@gmail.com
ACME Barricades LC	MOT	Shawn Musgrave	954-999-8454 smusgrave@acmebarricades.com
Kudzue 3 Trucking & Paving	Paving	Courtney Barber	(904) 388-7838 kudzue3@yahoo.com
American Lighting & Signalization	Traffic Signals	Binh Hoang	(813) 719-2211 bhoang@asplundh.com
Safety Contractors	Roadway Signing	Dan Williams	(904) 355-6331 danw@safetycontractors.com

**BID NO: 23-40**

**ATTACHMENT F**

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

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: **Bid No 23-40; Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01**

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* Signature Connie Baylor, Manager Print Name/Title

*Dalton Baylor* Signature Dalton Baylor, President Print Name/Title

**BID NO: 23-40**

**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 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.

Cou Bay  
Signature

3-29-23  
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).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. P.O. Box 2412  Daytona Beach FL 32115-2412		<b>CONTACT NAME:</b> Denise DAbato <b>PHONE (A/C, No, Ext):</b> (386) 239-7281 <b>FAX (A/C, No):</b> (386) 323-9121 <b>E-MAIL ADDRESS:</b> Denise.DAbato@bbrown.com	
<b>INSURED</b>  DB CIVIL CONSTRUCTION, LLC 4475 US-1 SOUTH SUITE 707  ST. AUGUSTINE FL 32086		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Crum & Forster Specialty Insurance Company NAIC # 44520 <b>INSURER B:</b> Auto-Owners Insurance Company 18988 <b>INSURER C:</b> XL Specialty Insurance Company 37885 <b>INSURER D:</b> Bridgefield Casualty Insurance Company 10335 <b>INSURER E:</b> <b>INSURER F:</b>	

### 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EPK-140198	06/28/2022	06/28/2023	EACH OCCURRENCE \$ 5,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	MED EXP (Any one person) \$ 5,000	PERSONAL & ADV INJURY \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5185713701	06/28/2022	06/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
								BODILY INJURY (Per person) \$	BODILY INJURY (Per accident) \$	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$		AGGREGATE \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$									
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	196-53348	07/26/2022	07/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			
								E.L. EACH ACCIDENT \$ 1,000,000	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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: 23-40

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

4-5-23  
Date

  
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
October 2019	City of Davenport Davenport, FL (863) 270-1292	\$6,200,000.00	Davenport WM Replacement Davenport, FL
July 2020	City of St Augustine	\$1,503,299.00	Lincolville Utility Rehab Riberia – Dehaven Street, St Augustine, FL
February 2019	FDOT/Superior Construction Project 440557-7-52-01	\$1,197,000.00	SR A1A A1A Flagler County Seawell, 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 \_\_\_\_\_ No X 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 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 \_\_\_\_\_ 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.)**~~

Connie Baylor Signature of Affiant  
Connie Baylor, Manager Printed Name & Title of Affiant

DB Civil Construction, LLC Full Legal Name of Respondent  
3-29-23 Date of Signature

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 29 day of March, 2023 by Affiant, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature] Notary Public  
  
2/10/26 My Commission Expires

**BID NO: 23-40**

**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: 3-29-23

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DB Civil Construction, LLC

\_\_\_\_\_

\_\_\_\_\_



BID NO: 23-40

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: 23-40 (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 29 day of March, 2023

Connie Baylor

Signature of Affiant

Connie Baylor

Printed Name of Affiant

Manager

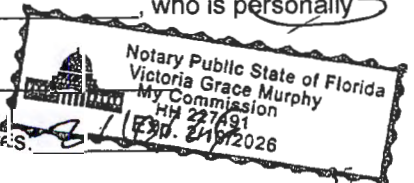
Printed Title of Affiant

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 29 day of March, 2023, by Connie Baylor, who is personally known to me or has produced \_\_\_\_\_ as identification.

Victoria Grace Murphy  
Notary Public  
My Commission Expires: 2/19/2026



BID NO: 23-40

ATTACHMENT N

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: 3-29-23

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DB Civil Construction, LLC

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT O

(Complete and Submit Attachment "O" 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 Connie Baylor  
Signature

St. Johns County BOCC  
Sub-Recipient's Name

Connie Baylor, Manager  
Name and Title

\_\_\_\_\_  
Division Contract Number

4475 US 1 South, Suite 707  
Street Address

#445798-2-54-01 and #445798-3-54-01  
FPN Project Number

St. Augustine, FL 32086  
City, State, Zip

4/5/23  
Date

ATTACHMENT O

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, PJP Striping 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:

PJP Striping LLC

By [Signature] Signature

St. Johns County BOCC Sub-Recipient's Name

Jovanny Palencia owner Name and Title

Division Contract Number

1741 S Hwy 17 Street Address

#445798-2-54-01 and #445798-3-54-01 FPN Project Number

Romana Park FL 32181 City, State, Zip

4-5-23 Date

BID NO: 23-40

ATTACHMENT O

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

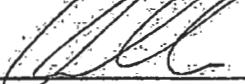
**Certification Regarding  
Debarment, Suspension,  
Ineligibility and Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor, Acme Barricades LC 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:**

Acme Barricades, LC

By   
Signature

St. Johns County BOCC  
Sub-Recipient's Name

Christian Cummings, CEO  
Name and Title

\_\_\_\_\_  
Division Contract Number

9800 Normandy Blvd.  
Street Address

#445798-2-54-01 and #445798-3-54-01  
FPN Project Number

Jacksonville, FL 32221  
City, State, Zip

4-4-2023  
Date



BID NO: 23-40

ATTACHMENT O

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

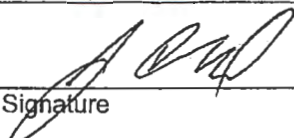
**Certification Regarding  
Debarment, Suspension,  
Ineligibility and Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor, American Lighting and Signalization, 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:**

American Lighting and Signalization, LLC

By   
Signature

St. Johns County BOCC  
Sub-Recipient's Name

CLIFF BEAH Regional Purchasing Manager  
Name and Title

Division Contract Number

11639 Davis Creek Road East  
Street Address

#445798-2-54-01 and #445798-3-54-01  
FPN Project Number

Jacksonville, FL 32257  
City, State, Zip

April 4, 2023  
Date

BID NO: 23-40

ATTACHMENT O

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, Safety Contractors, Inc. 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:

Safety Contractors, Inc.

By [Signature]
Signature

St. Johns County BOCC
Sub-Recipient's Name

Daniel J. Williams
Name and Title

Division Contract Number

5307 Wacissa Ave.
Street Address

#445798-2-54-01 and #445798-3-54-01
FPN Project Number

Jacksonville, FL 32254
City, State, Zip

3/31/2023
Date



BID NO: 23-40

ATTACHMENT P

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: 3-29-23

Authorized Signature: Connie Baylor

Title: Manager

**BID NO: 23-40**

**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 (5%) of Total Amount Bid Dollars (\$ (5% 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 April 5, 2023.

For  
**MICKLER ROAD AND SR-A1A INTERSECTION IMPROVEMENTS –**  
**FDOT FPN #445798-2-54-01 AND FDOT FPN #445798-3-54-01**  
St. Johns County, Florida

NOW THEREFORE,

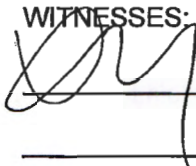
- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and 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.

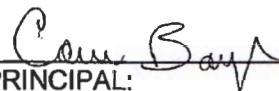
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 24th day of March A.D., 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**BID NO: 23-40**

WITNESSES:

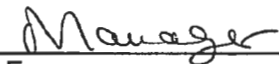
(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
PRINCIPAL:

DB Civil Construction, LLC  
\_\_\_\_\_  
NAME OF FIRM:

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

  
\_\_\_\_\_  
TITLE

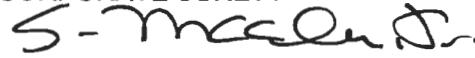
4475 US 1 S. Suite 707  
\_\_\_\_\_  
BUSINESS ADDRESS

St. Augustine Florida  
\_\_\_\_\_  
CITY STATE

WITNESS:  
  
\_\_\_\_\_  
Bridget Truxillo

\_\_\_\_\_  
SURETY:

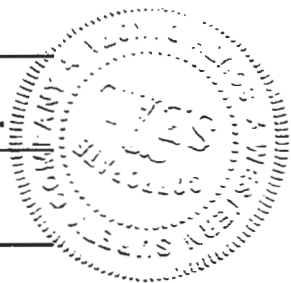
Western Surety Company  
\_\_\_\_\_  
CORPORATE SURETY

  
\_\_\_\_\_  
ATTORNEY-IN-FACT (AFFIX SEAL)  
Sean McCauley, Jr., Attorney-in-Fact

5710 LBJ Fwy., Suite 235  
\_\_\_\_\_  
BUSINESS ADDRESS

Dallas Texas  
\_\_\_\_\_  
CITY STATE

McCauley Bond Agency ATTN: Sean McCauley, Jr.  
\_\_\_\_\_  
NAME OF LOCAL INSURANCE AGENCY



# 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



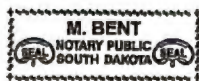
*Paul T. Bruflat*

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

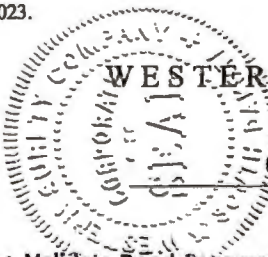


*M. Bent*

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 24th day of March, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# NOTARY ACKNOWLEDGEMENT

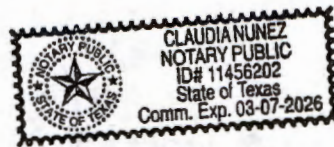
State of Texas

County of Dallas

On this the 24<sup>th</sup> day of March, 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: March 24, 2023



Claudia Nuñez  
\_\_\_\_\_  
Notary Public

Print Name: Claudia Nuñez

Notary ID: 1145620-2

My Commission Expires:

March 7, 2026

# 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



# 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



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**DB Civil Construction, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts established outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**4475 US 1 South, Suite 707**

**6** City, state, and ZIP code  
**St. Augustine, FL 32086**

**7** List account number(s) here (optional)

**Part III Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	2	-	1	2	4	5	5	3	3

**Part IV Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ *C. B. B...*    Date ▶ **3-28-23**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

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

**Account** 1083180  
**EXPIRES** September 30, 2023

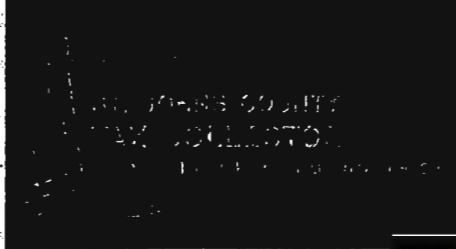
**Business Type** Underground Utilities (L)  
**Location** 4475 S US1 # 502  
St Augustine FL 32086

**New Business  
Transfer**

**Business Name** DB Civil Construction LLC

**Tax** 18.00  
**Penalty** 0.00  
**Cost** 0.00  
**Total** 18.00

**Owner Name** DB Civil Construction LLC



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

**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**



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #1

March 27, 2023

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: Bid No: 23-40; Mickler Road and SR-A1A Intersection Improvements - FDOT FPN #445798-2-54-01 and FDPT FPN #445798-3-54-01**

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.

### Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into Bid Documents:

1. The Official County Bid Form has been revised and is included with this Addendum. Bidders must use the revised Bid Form in their submitted bids. Failure to use the Revised Official County Bid Form may result in the submittal being deemed non-responsive.
  - 1.a. In the event unsuitable soil is identified during construction, the County has added a line for unit price for removal and replacement of unsuitable soil.

Bidders shall include a Unit Price per Cubic Yard for Removal and Replacement of Unsuitable Soil.

**The Unit Price per Cubic Yard for Removal and Replacement of Unsuitable Soil will not be included in the Total Lump Sum Bid Price, nor will it be used in consideration of Bid Award.**

2. Changes have been made to Tabulation of Quantities in Exhibit B – Roadway Construction Plans, Sheet Nos. 5 and 6.
3. The Geotechnical Engineering Report for Mickler Road and A1A has been uploaded to DemandStar as Exhibit "I".

### Questions/Answers:

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

1. Will the contractor be required to furnish a field office for project meetings as described in Technical Specification 12500 – Temporary Construction Facilities paragraph 1.23 Field Offices and Sheds?  
**Answer: A field office will not be required. Specifications listed in this section will only apply if the contractor wishes to prepare a field office.**

2. Will the contractor be required to furnish a separate field office for the Owners Representative as described in Technical Specification 12500 – Temporary Construction Facilities paragraph 1.23 Field Offices and Sheds?

**Answer: A field office for the Owners Representative will not be required. Specifications listed in this section will only apply if the contractor wishes to prepare a field office.**

3. Can a portion of the Beach Parking Lot on Mickler Road be set aside for the contractors sole use for the placement of field office trailers?

**Answer: No.**

4. Can a portion of the Beach Parking Lot on Mickler Road be set aside for the contractors sole use as a project laydown area for storage of material and equipment to be used on the project?

**Answer: No.**

5. The plans contain a Roadway Soil Survey and Roadway Soil Profiles however we did not find a Geotechnical Report for the project. Please provide the Geotech Report.

**Answer: Geotechnical Report is attached.**

6. Please refer to Technical Specification Section 02050 Unsuitable Material paragraph 2.3. Typically, when a project contains a Roadway Soil Survey and Roadway Soil Profiles, like this one has, areas of unsuitable excavation are clearly delineated in the cross sections. We found no Unsuitable Material designated for removal and replacement in the drawings. Section 02050, paragraph 2.3, appears to require the contractor to include removal and replacement of unforeseen unsuitable material in its price. Please consider providing a contingency Pay Item for "Removal And Replacement of Unsuitable Soil" with a quantity in the neighborhood of 500 CY to be used in the event unsuitable soil is encountered.

**Answer: The geotechnical exploration did encounter a few areas of organic material, but they were deep and in areas where the roadway was not being widened much or at all. In case any unforeseen areas within the project area are discovered, the Official County Bid Form has been revised for the contractor to include an optional unit pricing for removal and replacement of unsuitable soil, which will not be included as part of the lump sum total bid price nor used in consideration of Bid Award (See Attached).**

7. Please provide CAD files for takeoff purposes.

**Answer: CAD files may be accessed at the following link:**

FTP Site Link: <https://ftp.sjcfi.us>

Username: pubworksanon

Password: sjcpubworksanon

Folder Name: Mickler Road A1A Intersection Improvements

8. Are the ditches along A1A between Station 124+50 and Station 129+40 to be re-graded and grassed in their entirety or is just the front slope to be modified? The cross sections show just the front slope; but, the Roadway Plan sheets show the entire ditch.

**Answer: Any disturbed area within the dry ponds shall be re-graded and sodded. This will be the front slopes at a minimum but if the pond bottom is disturbed during construction, it must also be re-sodded.**

9. The Tabulation of Quantities on plan sheets 5 and 6 appear to be missing a few items of work. Based on a quick review of the plans, the Grading and Drainage sheets show 23" x 14" ERCP and MES. Also, there is a significant amount of sod required that does not appear to be accounted for. There may be other items as well. Will a revised Tabulation of Quantities be provided?

**Answer: An updated Tabulation of Quantities has been provided (See Attached).**

**Attachments:**

- Revised Official County Bid Form
- Updated Tabulation of Quantities
- Exhibit "I" - Geotechnical Engineering Report – Mickler Road and A1A

**SUBMITTAL DEADLINE FOR BIDS REMAINS:  
WEDNESDAY, APRIL 5, 2023 AT 2:00 PM EDST**

**Bidder Acknowledgment**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Respondent Company Name

**END OF ADDENDUM NO. 1**

BID NO: 23-40

OFFICIAL COUNTY BID FORM (REVISED PER ADDENDUM 1)  
ST. JOHNS COUNTY, FLORIDA

PROJECT: MICKLER ROAD AND SR-A1A INTERSECTION IMPROVEMENTS – FDOT FPN #445798-2-54-01 AND FDOT FPN #445798-3-54-01

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: 23-40; Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01 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.

\* UNIT PRICE FOR REMOVAL/REPLACEMENT OF UNSUITABLE SOIL: \$ \_\_\_\_\_ Per CY

\* Unit Price per cubic yard for removal and replacement of unsuitable soil will not be included in the Total Lump Sum Bid Price, nor used in consideration of Bid Award.

**BID NO: 23-40**

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: 23-40**

**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.



**TABULATION OF QUANTITIES**

PAY ITEM NO.	DESCRIPTION	UNIT	GRAND TOTAL	
			PLAN	FINAL
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
	TRAFFIC SIGNALS	LS	1	
	RETAINING WALLS	LS	1	
	EROSION AND SEDIMENT CONTROL MEASURES	LS	1	
110-4-10	REMOVAL OF EXISTING CONCRETE (SIDEWALKS/CURBS AND GUTTER)	SY	2390	
110-1-1	CLEAR AND GRUB	AC	3.02	
110-23	TREE REMOVAL	EA	30	
120-1	REGULAR EXCAVATION	CY	2000	
120-6	EMBANKMENT	CY	3000	
160-4	TYPE B STABILIZATION	SY	6834	
285-709	OPTIONAL BASE, BASE GROUP 09	SY	6834	
327-70-6	MILLING EXIST ASPH PAVT., 1.5' AVG DEPTH	SY	18169	
334-1-53	1.5' SUPERPAVE ASPH CONC., TRAF C., PG 76-22 (2ND LIFT)	TN	2063	
334-1-53	2.0' SUPERPAVE ASPH CONC., TRAF C., PG 76-22 (1ST LIFT)	TN	752	
425-1-551	INLETS, DITCH BOTTOM, TYPE E, <10'	EA	2	
425-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1	
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	33	
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, ELLIPTICAL, 18" S/CD	LF	212	
430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	1	
430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	1	
430-984-625	MITERED END SECTION, OPTIONAL MATERIAL, ELLIPTICAL, 18" SD	EA	6	
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	1106	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	2001	
520-6	SHOULDER GUTTER CONCRETE	LF	244	
522-1	CONCRETE SIDEWALK, 4" THICK	SY	2201	
522-2	CONCRETE SIDEWALK, 6" THICK	SY	39	
527-2	DETECTABLE WARNINGS	SF	262	
570-1-2	SEED AND MULCH	SY	5732	
1050-31-204	UTILITY PIPE-POLY VINYL CHLORIDE, F&I, SEWER 4"	LF	1260	
1050-31-212	UTILITY PIPE-POLY VINYL CHLORIDE, F&I, WATER, 12"	LF	1093	
1055-31-112	UTILITY PIPE-POLY VINYL CHLORIDE, F&I, ELBOW, 12"	EA	12	
1055-31-212	UTILITY FITTINGS FOR PVC PIPE, F&I, TEE, 12"	EA	1	
1644-800	FIRE HYDRANT, RELOCATE	EA	1	

THE OFFICIAL RECORD OF THIS PROJECT IS THE AUTOCAD PLOT PRINTOUT UNDER THE PROJECT NUMBER AND SHEET NUMBER SHOWN HEREON.

<p align="center"><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		DATE	DESCRIPTION	DATE	DESCRIPTION					<p>CHRIS BUTTERMORE PE P.E. LICENSE NUMBER 78811 MATTHEWS DESIGN GROUP 2 WALDO STREET ST. AUGUSTINE, FL 32084</p>	<p align="center"><b>MATTHEWS DESIGN GROUP</b></p> <table border="1"> <thead> <tr> <th>ROAD</th> <th>COUNTY</th> <th>PROJECT NUMBER</th> </tr> </thead> <tbody> <tr> <td>MICKLER &amp; AJA</td> <td>ST. JOHN'S</td> <td>21216</td> </tr> </tbody> </table>	ROAD	COUNTY	PROJECT NUMBER	MICKLER & AJA	ST. JOHN'S	21216	<p align="center"><b>TABULATION OF QUANTITIES</b></p>	<p>SHEET NO. 5</p>
DATE	DESCRIPTION	DATE	DESCRIPTION																
ROAD	COUNTY	PROJECT NUMBER																	
MICKLER & AJA	ST. JOHN'S	21216																	

**TABULATION OF QUANTITIES**

PAY ITEM NO.	DESCRIPTION	UNIT	GRAND TOTAL	
			PLAN	FINAL
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	3	
700-1-50	SINGLE POST SIGN, RELOCATE	AS	20	
700-1-50	DELINEATOR, NON-FLEXIBLE, RELOCATE	EA	6	
700-2-50	MULTI-POST SIGN, GROUND MOUNTED, RELOCATE	AS	5	
704-1-2	TUBULAR MARKER, DURABLE, 36" YELLOW POST	EA	12	
706-1-3	RAISED PAVEMENT MARKER, TYPE B, WHITE/RED	EA	204	
706-1-3	RAISED PAVEMENT MARKER, TYPE B, YELLOW/YELLOW	EA	316	
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK & ROUNDABOUT	LF	1242	
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	179	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	236	
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDE LINE/6-10 DOTTED EXTENSION LINE, 6"	GM	0.158	
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	18	
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	44	
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	676	
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE/6-10 DOTTED EXTENSION LINE, 6"	GM	0.053	
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	502	
711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID 6"	GM	2.059	
711-15-102	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID 8"	GM	0.048	
711-15-131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM	0.304	
711-15-133	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 12" - APPROACH TO TOLL PLAZA OR 3-9 LANE DROP	GM	0.100	
711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID 6"	GM	2.256	

SEE NOTE 2

SEE NOTE 3

**GENERAL NOTES:**

1. ALL STRIPING SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS 711-001.
2. PAY ITEM 700-1-50 SHALL INCLUDE THE COST OF RELOCATING NON-FLEXIBLE DELINEATOR.
3. PAY ITEM 711-11-123 SHALL INCLUDE THE 12" SOLID WHITE LONGITUDINAL STRIPING.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULES 61G5-23.004, F.A.C.

<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		REVISIONS		DATE	DESCRIPTION			CHRIS BUTTERMORE, P.E. P.E. LICENSE NUMBER 78811 MATTHEWS DESIGN GROUP 7 WALDO STREET ST. AUGUSTINE, FL 32084	<table border="1"> <tr> <th colspan="3">MATTHEWS DESIGN GROUP</th> </tr> <tr> <th>ROAD</th> <th>COUNTY</th> <th>PROJECT NUMBER</th> </tr> <tr> <td>MICKLER &amp; AIA</td> <td>ST. JOHNS</td> <td>21216</td> </tr> </table>	MATTHEWS DESIGN GROUP			ROAD	COUNTY	PROJECT NUMBER	MICKLER & AIA	ST. JOHNS	21216	<p align="center"><b>TABULATION OF QUANTITIES</b></p>	SHEET NO. <p align="center">6</p>
REVISIONS																				
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MATTHEWS DESIGN GROUP																				
ROAD	COUNTY	PROJECT NUMBER																		
MICKLER & AIA	ST. JOHNS	21216																		



# ECS Florida, LLC

Geotechnical Engineering Report

Mickler Road and A1A

Mickler Road and A1A  
St. Johns County, Florida

ECS Project Number 35:32647

July 26, 2022





**ECS FLORIDA, LLC**

*"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

July 26, 2022

Mr. Chris Buttermore, P.E.  
Matthews Design Group  
7 Waldo Street  
St. Augustine, Florida 32084

ECS Project No. 35:32647

Reference: Geotechnical Engineering Report  
**Mickler Road and A1A**  
Mickler Road and A1A  
St. Johns County, Florida

Dear Mr. Buttermore:

ECS Florida, LLC. (ECS) has completed the subsurface exploration, laboratory testing, and geotechnical engineering analyses for the above-referenced project. Our services were performed in general accordance with our agreed to scope of work. This report presents our understanding of the geotechnical aspects of the project along with the results of the field exploration and laboratory testing conducted, and our design and construction recommendations.

It has been our pleasure to be of service to you during the design phase of this project. We would appreciate the opportunity to remain involved during the continuation of the design phase, and we would like to provide our services during construction phase operations as well to verify the assumptions of subsurface conditions made for this report. Should you have any questions concerning the information contained in this report, or if we can be of further assistance to you, please contact us.

Respectfully submitted,

**ECS Florida, LLC.**

Chris M. Egan, P.E.  
**Associate Principal Engineer**  
Registered, Florida No. 79645  
[CEgan@ecslimited.com](mailto:CEgan@ecslimited.com)

Nathan D. Hildreth, E.I.  
**Geotechnical Staff Project Manager**  
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## 1.0 INTRODUCTION

The purpose of this study was to provide geotechnical information for the design of the pavement widening along Mickler Road, near its intersection with A1A. The project will include the widening of Mickler Road and Ponte Vedra Boulevard and the construction of a stormwater pond. The recommendations developed for this report are based on project information supplied by your office.

This report contains the procedures and results of our subsurface exploration and laboratory testing programs, review of existing site conditions, engineering analyses, and recommendations for the design of pavements and mast arm foundations.

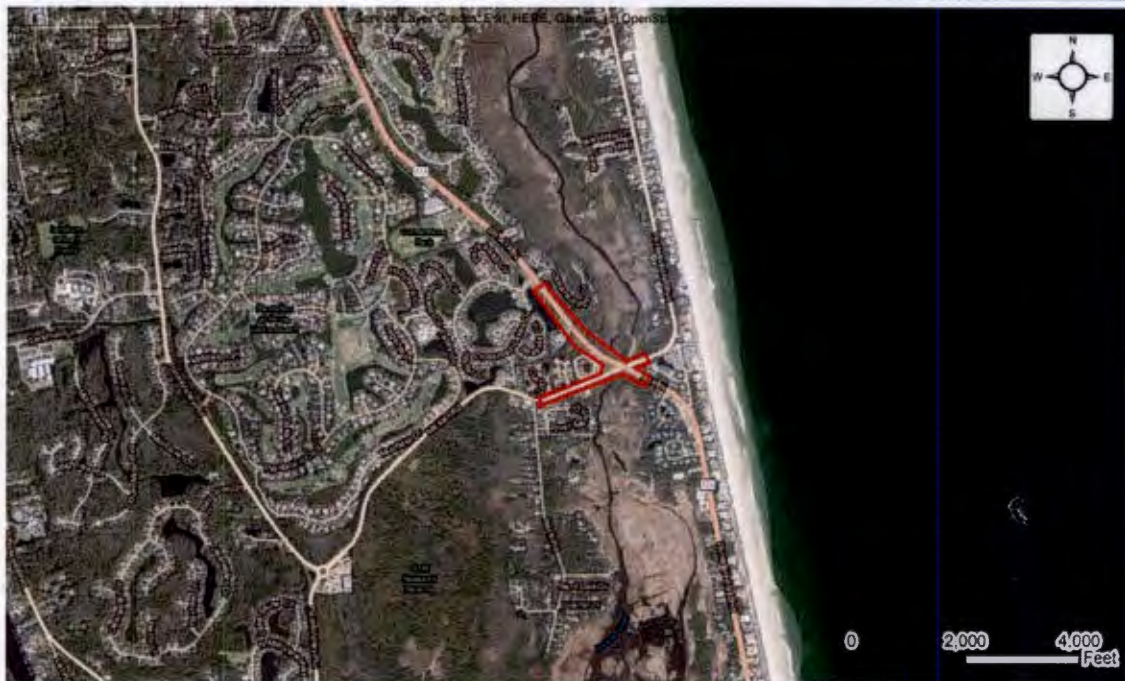
The report includes the following items:

- A brief review and description of our field and laboratory test procedures and the results of testing conducted.
- A review of surface topographical features and site conditions.
- A review of area and site geologic conditions.
- A review of subsurface soil stratigraphy with pertinent available physical properties.
- Recommendations for site preparation and construction of compacted fills, including an evaluation of on-site soils for use as compacted fills.
- General recommendations for pavement design.
- Evaluation and recommendations relative to groundwater control.

## 2.0 PROJECT INFORMATION

### 2.1 PROJECT LOCATION/CURRENT SITE USE

The project site is located along Mickler Road and A1A, near their intersection in St. Johns County, Florida. The site is bordered to the northwest, southwest, and southeast by single-family and multi-family residences and to the northeast and south by the Guana River. The general site location is shown on Figure 1 in Appendix A and Figure 2.1.1 following.



**Figure 2.1.1. Site Location**

At the time of our exploration, Mickler Road was developed as a two-lane, asphaltic concrete roadway. A1A was also developed as a two-lane, asphaltic concrete roadway with dedicated left turn lanes at the intersection of Mickler Road and A1A. Based on our site observations, the site generally slopes downward toward the adjacent drainage swales.

## **2.2 PROPOSED CONSTRUCTION**

Based on our discussions with your office, we understand Mickler Road will be widened. We also understand a stormwater pond may be constructed at the northwest corner of the intersection of Mickler Road and A1A. We were not provided with final grading plans. Therefore, we have assumed that less than 3 feet of fill (and only minor cuts) will be required to establish finished grades.

If actual project information varies from these conditions, then the recommendations in this report may need to be re-evaluated. We should be contacted if any of the above project information is incorrect so that we may reevaluate our recommendations.

## **3.0 FIELD EXPLORATION AND LABORATORY TESTING**

Our scope of work included drilling 41 auger borings. Our borings were located based on handheld GPS units and their approximate locations are shown on the Report of SPT Borings for Mast Arms (Figure 2) and Roadway Soil Profiles (Figure 4) in the appendix.

### **3.1 AUGER BORINGS**

We located and performed 41 auger borings, drilled to depths between approximately 4 feet and 20 feet below the existing ground surface in general accordance with the methodology outlined in

ASTM D 1452 to explore the subsurface conditions within the proposed pavement and stormwater pond areas. Representative soil samples were recovered from the auger borings were returned to our laboratory for further evaluation.

### 3.2 SUBSURFACE CHARACTERIZATION

The subsurface conditions encountered were generally consistent with published geological mapping. The following sections provide generalized characterizations of the soil strata. Please refer to the Report of SPT Borings for Mast Arms (Figure 2), Roadway Soil Survey Sheet (Figure 3), and Roadway Soil Profiles (Figure 4).

Surficial layers of topsoil were encountered at our auger boring locations along the roadway alignment. Below the surficial layers, fine sands and fine sands with silt (A-3, A-2-4), clayey fine sands (A-2-7), and soils containing organics (A-3, A-8) were encountered to the full depths explored. The results of the auger borings indicated the following general soil types:

**Table 4.2.1 General Soil Types – Roadway Borings (A-1 through A-24)**

Strata No.	Description	AASHTO Classification
1	Fine SAND, Fine SAND with Silt, Fine SAND With Clay (less than 10% fines content)	A-3
2	Silty Fine SAND	A-2-4
3	Clayey Fine SAND (High Plasticity)	A-2-7
4	Fine SAND, Fine SAND with Silt, Many Organic Fines	A-3
5	Highly Organic Fine SAND	A-8

### 3.3 GROUNDWATER OBSERVATIONS

#### 3.3.1 Encountered Groundwater

Water levels were measured during our field exploration. Groundwater depths measured at the time of drilling ranged from ½ foot to 5 feet below the ground surface. Variations in the long-term water table may occur as a result of changes in precipitation, evaporation, surface water runoff, construction activities, and other factors.

#### 3.3.2 Estimated Seasonal High Groundwater

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

Based on our interpretation of the site conditions, including the boring logs and Web Soil Survey, we estimate the normal seasonal high groundwater level (NSHGWL) at the boring locations to be at the depths shown on the Roadway Soil Profiles (Figures 4 and 5). It is possible that groundwater levels may exceed the estimated normal seasonal high groundwater level as a result of significant or prolonged rains.



### **3.4 LABORATORY TESTING**

The laboratory testing consisted of selected tests performed on samples obtained during our field exploration operations. Classification and index property tests were performed on representative soil samples. The laboratory testing determined the Atterberg Limits and percent fines, moisture, and organic contents of selected soil samples. The results of the laboratory testing are summarized in Table 1 and included in Appendix B.

Each sample was visually classified using the AASHTO Soil Classification system in accordance with ASTM D3282. After classification, the samples were grouped in the major zones noted on the Roadway Soil Profiles. The group symbols for each soil type are indicated in parentheses along with the soil descriptions. The stratification lines between strata on the logs are approximate; in situ, the transitions may be gradual.

## **4.0 CONCLUSIONS AND RECOMMENDATIONS**

### **4.1 GENERAL**

Our geotechnical engineering evaluation of the site and subsurface conditions at the property, with respect to the planned construction and our recommendations for site preparation and foundation support, are based on (1) our site observations, (2) the field and laboratory test data obtained, (3) our understanding of the project information and structural conditions as presented in this report, and (4) our experience with similar soil and loading conditions. If the stated structural or grading conditions are incorrect, or should the location of the structure or pavement areas be changed, please contact us so that we can review our recommendations. Also, the discovery of any site or subsurface conditions during construction that deviate from the data obtained during this geotechnical exploration should also be reported to us for our evaluation. The recommendations in the subsequent sections of this report present design and construction techniques that are appropriate for the planned construction. We recommend that ECS be provided the opportunity to review the earthwork specifications to verify that our recommendations have been properly interpreted and implemented.

### **4.2 ROADWAY CONSTRUCTION CONSIDERATIONS**

It should be noted that topsoil or soils containing many organic fines was generally found to be less than 12 inches in thickness along the proposed roadway alignment. The topsoil and organic soils should be removed and clearing and grubbing should be performed in accordance with Section 110 of the current edition of the FDOT Standard Specifications for Road and Bridge Construction. The results of our exploration indicate that the soil conditions encountered at the roadway boring locations are generally adaptable for construction and support of the proposed roadways and pavement sections.

#### **4.2.1 Organic Containing Soils**

Several borings encountered soils with organic materials (Stratums 4 and 5). The organic materials should be removed in accordance with FDOT Index No. 120-002 and replaced in accordance with FDOT Index No. 120-001.

Based on our correspondence with your office, we understand the removal of organic soils is not desirable and the roadway will not be widened significantly in the areas underlain by organic materials. If the organic material is not removed, periodic maintenance of the roadway may be required. We recommend a budget be established for additional maintenance in these areas.

#### **4.2.2 Plastic Materials**

Plastic material (Stratum 3) was encountered in Borings A13, A15, and PA1. Plastic material refers to FDOT Index No. 120-002 and should be removed and replaced in accordance with FDOT Index No. 120-002 and utilized in accordance with FDOT Index No. 120-001.

#### **4.2.3 Structural Fill and Fill Placement**

Roadway construction should be performed in accordance with the appropriate sections of the current edition of the FDOT Standard Specifications for Road and Bridge Construction. Backfill should conform to Standard Plans Index 120-001 and should be compacted in accordance with Section 120-9 of the standard specifications. Fill placement and side slopes for embankment construction are presented in FDOT Standard Plans Index 120-001.

#### **4.2.4 Roadway Base and Subgrade**

The base course should be constructed in accordance with Section 285 of the FDOT current edition of the Standard Specifications for Road and Bridge Construction. The subgrade material should have a minimum LBR of 40 and be compacted to at least 98 percent of the modified Proctor Maximum Dry Density (AASHTO T-180) value.

#### **4.2.5 Asphalt Surface**

The wearing surface should consist of Florida Department of Transportation (FDOT) Type SP asphaltic concrete. Specific requirements for Type SP asphaltic concrete wearing surface are outlined in the current edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction

### **5.0 CLOSING**

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

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

If any of the project description information discussed in this report is inaccurate, either due to our interpretation of the documents provided or site or design changes that may occur later, ECS should be contacted immediately in order that we can review the report in light of the change; and provide additional or alternate recommendations as may be required to reflect the proposed construction.

We recommend that ECS be allowed to review the project's plans and specifications pertaining to our work so that we may ascertain consistency of those plans/specifications with the intent of the geotechnical report.

Field observations, monitoring, and quality assurance testing during earthwork and foundation installation are an extension of and integral to the geotechnical design recommendation. We recommend that the owner retain these quality assurance services and that ECS be allowed to continue our involvement throughout these critical phases of construction to provide general consultation as issues arise.

ECS is not responsible for the conclusions, opinions, or recommendations of others based on the data in this report.

## **TABLES**

Table 1 Summary of Laboratory Index Tests



**ECS FLORIDA, LLC**

Geotechnical • Construction Materials • Environmental • Facilities

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**TABLE 1**  
**Summary of Laboratory Index Tests**  
 Mickler's Road and A1A  
 ECS Project No. 35:32647

Boring No. / Sample No.	Depth <sup>(1)</sup> (ft)	Gradation Test, % Passing						Natural Moisture Content, %	Organic Content (%)	Liquid Limit	Plasticity Index	Stratum No.	AASHTO Classification
		No. 10	No. 20	No. 40	No. 60	No. 100	No. 200						
A3-01	1.5-2	100	99	84	63	13	1	32	--	--	--	1	A-3
A4-01	0.5-1	85	68	56	44	18	5	32	--	--	--	1	A-3
A10-03	3-4	99	96	90	74	20	4	35	3	--	--	1	A-3
A12-01	0.5-1	100	100	99	93	13	1	5	--	--	--	1	A-3
A19-02	2-3	86	73	59	47	17	3	22	--	--	--	1	A-3
A28-02	1.5-2	100	99	97	93	51	2	22	--	--	--	1	A-3
A13-04	4.5-5	91	72	62	53	26	5	34	--	50	35	3	A-2-7
A4-04	3-4	89	76	62	46	11	4	52	13	--	--	4	A-3
A5-03	4.5-5	96	87	68	46	8	0	31	15	-	-	4	A-3
A7-02	2.5-3	98	92	83	69	25	8	29	6	--	--	4	A-3
A10-2	1.5-2	94	81	66	50	15	5	42	--	--	--	1	A-3
A17-03	4.5-5	95	89	81	65	15	0	50	10	-	-	4	A-3
A20-02	1.5-2	98	93	83	66	19	7	50	17	--	--	4	A-3
A25-01	0.5-1	92	79	70	61	26	7	57	--	--	--	4	A-3
A32-02	3.5-4	97	91	83	71	21	1	57	21	--	--	5	A-8

(1) Feet below existing grade.

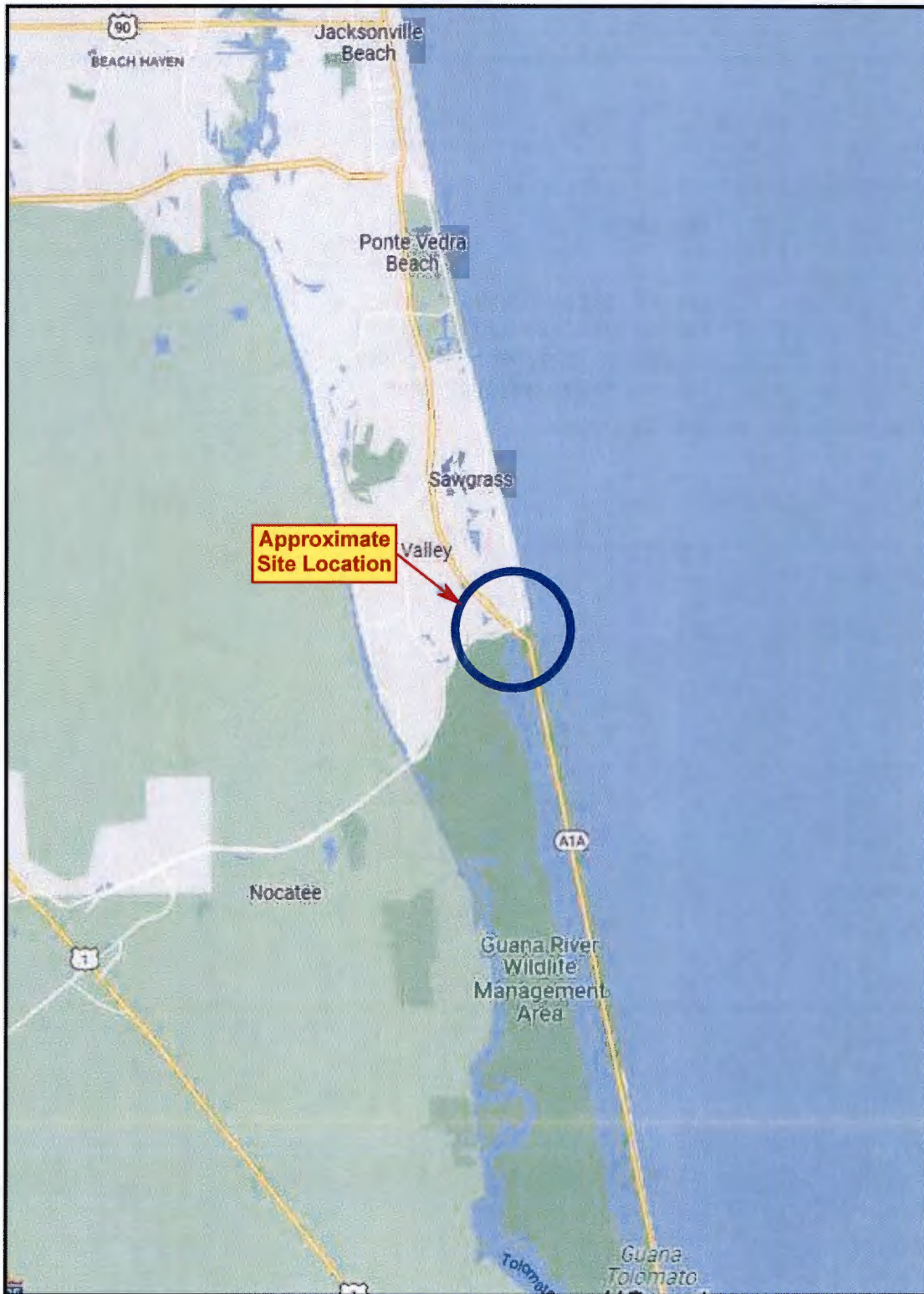
## **FIGURES**

Figure 1 - Site Location Diagram

Figure 2 – Field Exploration Diagram

Figure 3 - Roadway Soil Survey Sheet

Figures 4-5 - Roadway Soil Profiles



JAS - 35-32647



**ECS Florida, LLC**

Geotechnical ■ Construction Materials ■ Environmental ■ Facilities  
 11554 Davis Creek Court, Jacksonville, FL 32256  
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 www.ecslimited.com

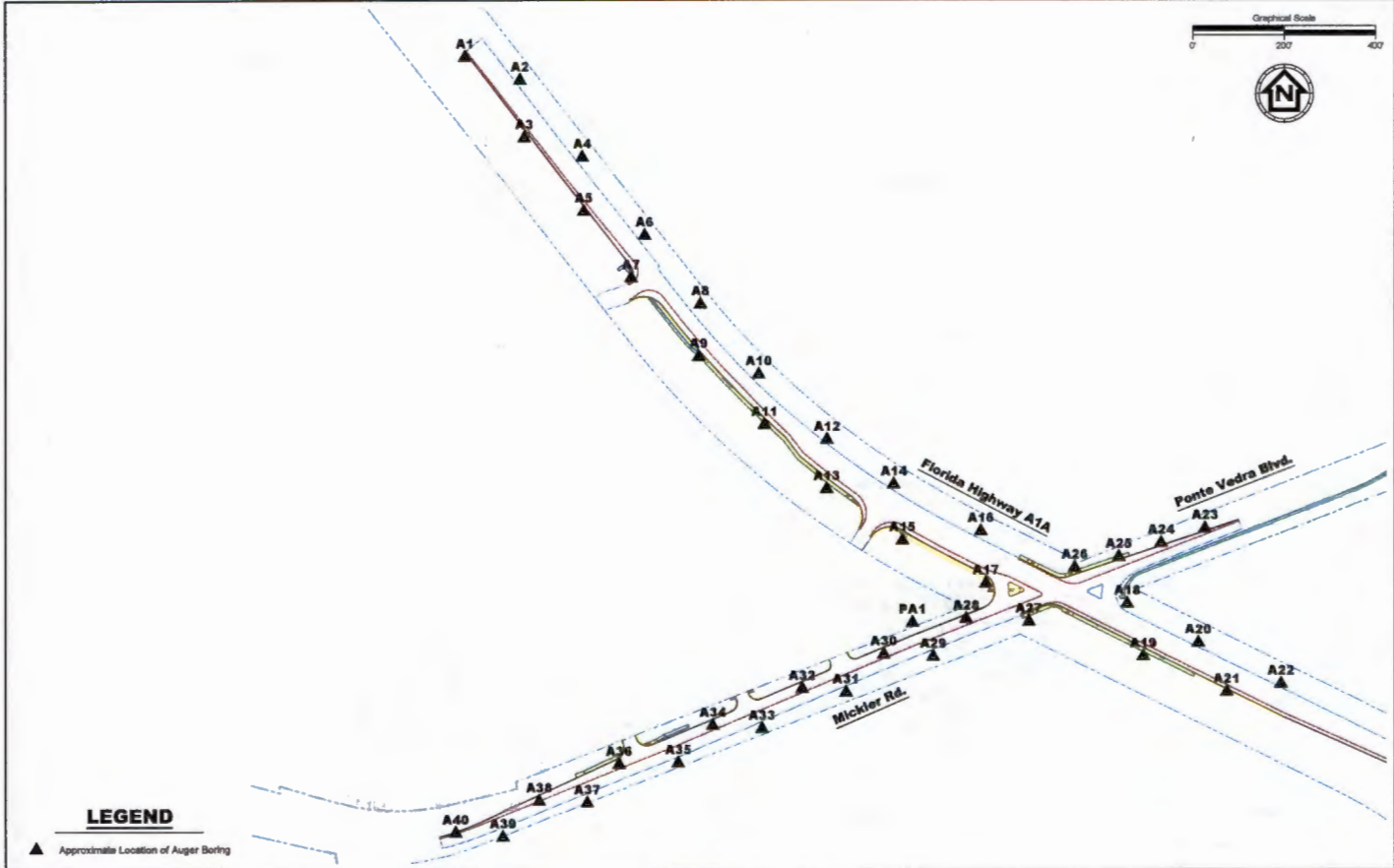
Site Location Diagram  
**Mickler Road and A1A**  
 St. Johns County, Florida



Date: 07/26/22

Project No.: 35-32647

Figure 1



**LEGEND**

▲ Approximate Location of Auger Boring

		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION

ECB FLORIDA LLC  
 11504 DAVIS CREEK COURT  
 JACKSONVILLE, FL 32259  
 CERTIFICATE OF AUTHORIZATION 20152  
 CHRISTOPHER M. EGAN P.E. 79845



MICKLER ROAD AND A1A  
 ST. JOHNS COUNTY, FLORIDA

**FIELD EXPLORATION DIAGRAM**

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JAS - 3530647

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Figure 2

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SOIL SURVEY FOR THE DESIGN OF ROADS

DATE OF SURVEY: March 2022  
 SURVEY MADE BY: ECS Florida, LLC  
 SUBMITTED BY: \_\_\_\_\_

SURVEY BEGINS STA.: \_\_\_\_\_ SURVEY ENDS STA.: \_\_\_\_\_

ROAD NO.: A1A  
 COUNTY: St. Johns

STRATUM NO.	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS PERCENTAGE PASSING					ATTERBERG LIMITS (%)			SOIL CLASSIFICATION	DESCRIPTION	NO. OF LBR TESTS	OPTIMAL MOISTURE	MAX DRY DENSITY	LBR	
	NO. OF TESTS	% ORGANIC	NO. OF TESTS	% MOISTURE	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT							PLASTICITY INDEX
1	1	3	6	5-35	6	85-100	96-97	44-93	13-51	1-5	-	-	-	A-3	Fine SAND Fine SAND With Sil. Fine SAND With Clay	-	-	-	-
2	-	-	-	-	-	-	-	-	-	-	-	-	-	A-2-4	Silty Fine SAND	-	-	-	-
3	-	-	1	34	1	91	62	53	26	5	1	50	35	A-2-7	Clayey Fine SAND	-	-	-	-
4	5	6-17	7	29-52	7	89-99	62-84	46-66	6-26	0-8	-	-	-	A-3	Fine SAND Fine SAND With Sil. Many Organic Fines	-	-	-	-
5	1	21	1	57	1	97	83	71	21	1	-	-	-	A-6	Highly Organic Fine SAND	-	-	-	-

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE MAKE FINAL CHECK AFTER GRADING

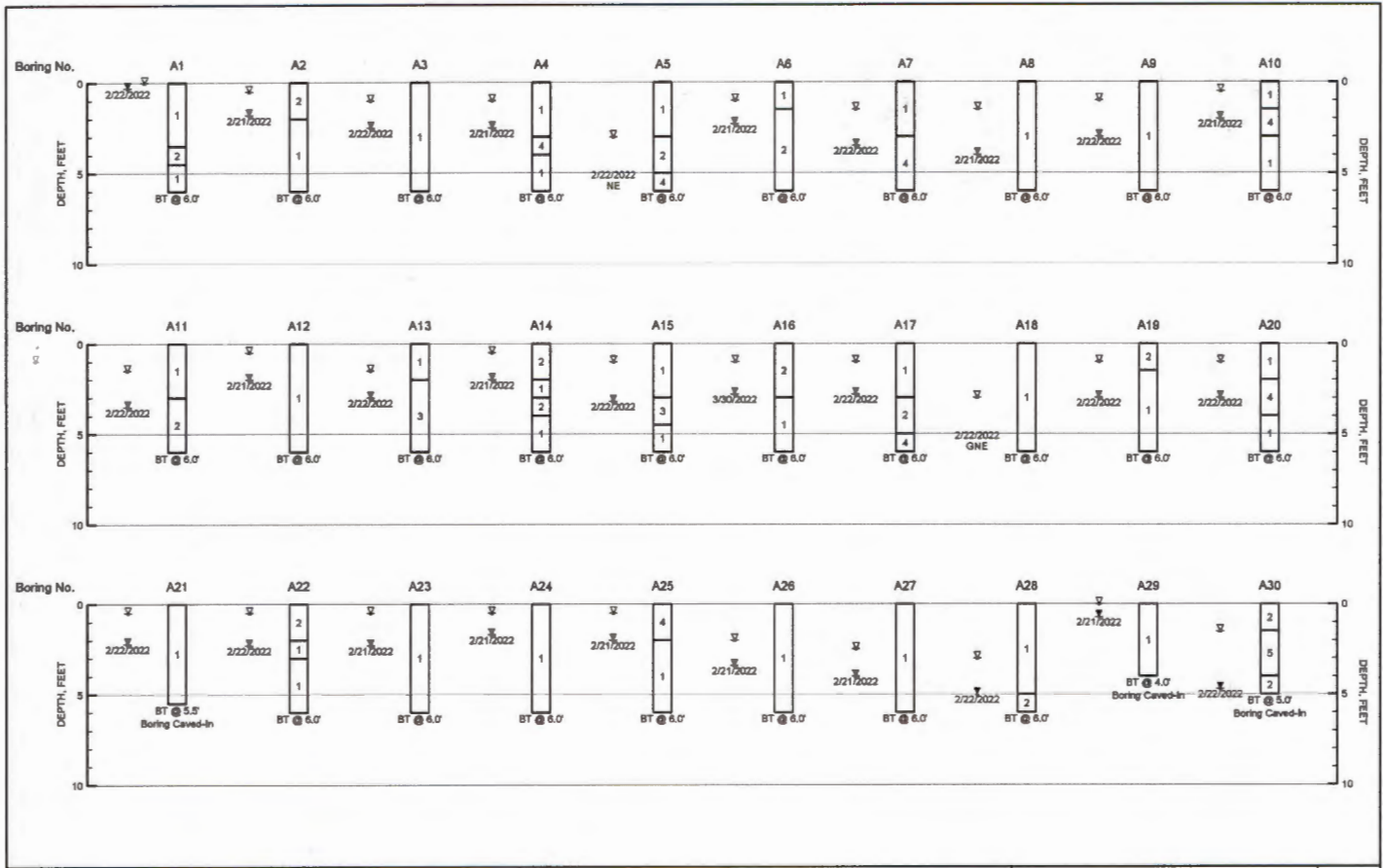
- ☒ GROUNDWATER LEVEL AT TIME OF DRILLING
- ☒ ESTIMATED NORMAL SEASONAL HIGH GROUNDWATER LEVEL
- ☒ GNM GROUNDWATER LEVEL NOT MEASURED AT TIME OF DRILLING

- NOTES:
- STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT ENCOUNTERED SOIL STRATA AT EACH TEST HOLE LOCATION ONLY. STRATUM CONNECTING LINES ARE SHOWN FOR ESTIMATING EARTHWORK ONLY AND DO NOT INDICATE ACTUAL STRATUM LIMITS. SUBSURFACE VARIATIONS BETWEEN BORINGS SHOULD BE ANTICIPATED AS INDICATED IN SECTION 5.0 OF OUR REPORT. FOR FURTHER DETAILS SEE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
  - STRATA NOS. 1 AND 2 ARE SELECT MATERIALS (Select material refers to Index No. 120-001 only). HOWEVER, CERTAIN TYPES OF STRATUM NO. 2 IS LIKELY TO RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT. THEY SHOULD BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT TIME OF CONSTRUCTION. THEY MAY BE USED IN THE SUBGRADE PORTION OF THE ROADBED WHEN APPROVED BY THE DISTRICT MATERIALS ENGINEER. STRATUM NO. 2 MATERIAL PLACED BELOW THE EXISTING WATER LEVEL MUST BE NON-PLASTIC AND CONTAIN LESS THAN 15% PASSING THE NO. 200 U.S. STANDARD SIEVE. SELECT (S) SOILS HAVING AN AVERAGE ORGANIC CONTENT OF MORE THAN TWO AND ONE-HALF (2.5) PERCENT, OR HAVING AN INDIVIDUAL TEST VALUE WHICH EXCEEDS FOUR (4) PERCENT, SHALL NOT BE USED IN THE SUBGRADE PORTION OF THE ROADBED. SELECT SOILS HAVING AN AVERAGE ORGANIC CONTENT OF MORE THAN FIVE (5) PERCENT, OR AN INDIVIDUAL TEST RESULT WHICH EXCEEDS SEVEN (7) PERCENT, SHALL NOT BE USED IN THE PORTION OF THE EMBANKMENT INSIDE THE CONTROL LINE. THE MATERIALS UTILIZED IN THE EMBANKMENT CONSTRUCTION SHALL BE ACCORDANCE WITH INDEX NO. 120-001.
  - STRATUM NO. 3 IS PLASTIC MATERIAL (PLASTIC MATERIAL REFERS TO FOOT INDEX NO. 120-002 ONLY). REMOVAL AND PLACEMENT OF PLASTIC MATERIAL SHOULD BE PERFORMED IN ACCORDANCE WITH FOOT INDEX NO. 120-002 AND UTILIZED IN ACCORDANCE WITH FOOT INDEX NO. 120-001.
  - STRATUM NOS. 4 AND 5 ARE ORGANIC MATERIALS (ORGANIC MATERIALS REFERS TO FOOT INDEX NO. 120-002 ONLY). REMOVAL AND PLACEMENT OF ORGANIC MATERIAL SHOULD BE PERFORMED IN ACCORDANCE WITH FOOT INDEX N. 120-002.
  - THE SYMBOL "-" AN UNMEASURED PARAMETER.

REVISIONS				ECS FLORIDA LLC 11554 DAVIS CREEK COURT JACKSONVILLE, FL 32256 CERTIFICATE OF AUTHORIZATION 26152 CHRISTOPHER M. EGAN P.E. 79645	 MICKLER ROAD AND A1A ST. JOHNS COUNTY, FLORIDA	ROADWAY SOIL SURVEY SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				-

JAS-25-2022

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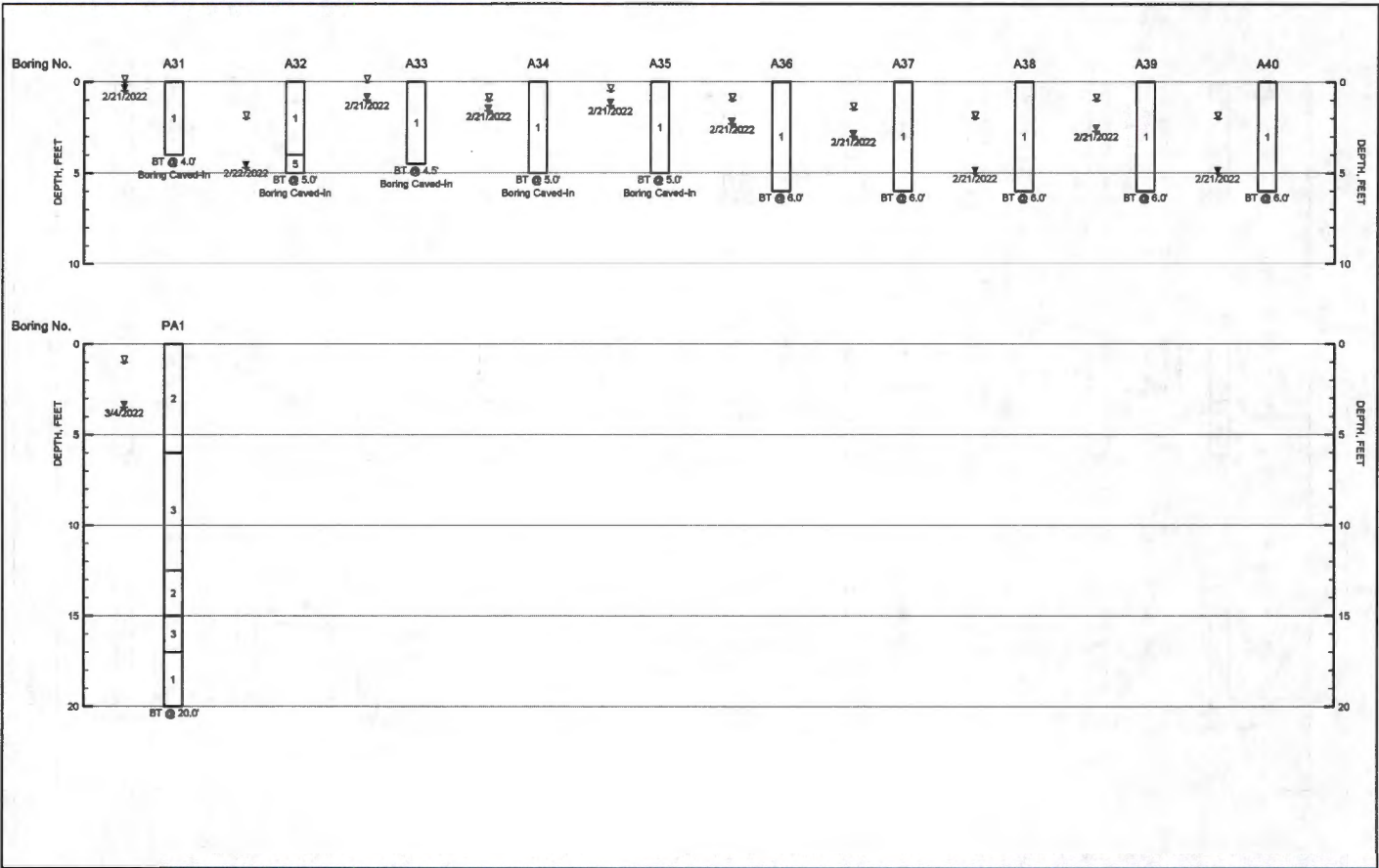
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REVISIONS		<b>MICKLER ROAD AND A1A</b> <b>ST. JOHNS COUNTY, FLORIDA</b>	<b>ROADWAY SOIL PROFILES</b>	SHEET NO.
DATE	DESCRIPTION			
		ECS FLORIDA LLC 11504 DAVIS CREEK COURT JACKSONVILLE, FL 32228 CERTIFICATE OF AUTHORIZATION 20102 CHRISTOPHER M. EGAN P.E. 79045		


AS-25-2022

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Figure 4

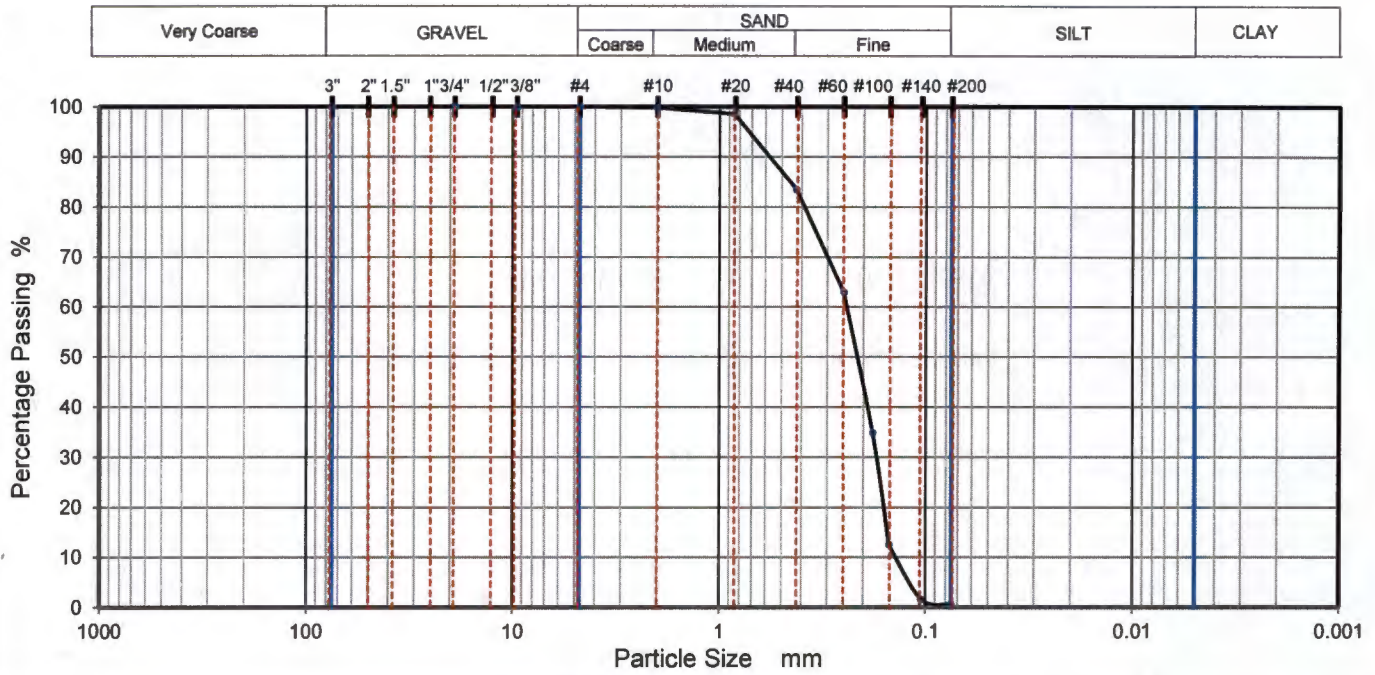


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DATE	DESCRIPTION	DATE	DESCRIPTION				

JAS-25-20647

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	100.0		
#10	99.8		
#20	98.6		
#40	83.6		
#60	63.0		
#80	35.0		
#100	12.6		
#140	1.7		
#200	0.7		

Dry Mass of sample, g

117.6

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to #4 sieve	0.0
Coarse Sand, #4 to #10 sieve	0.2
Medium Sand, #10 to #40	16.2
Fine Sand, #40 to #200	82.9
Fines <#200	0.7

USCS	SP	Liquid Limit	D90	0.571	D50	0.215	D10	0.138
AASHTO	A-3	Plastic Limit	D85	0.453	D30	0.173	Cu	1.752
USCS Group Name	Poorly graded sand	Plasticity Index	D60	0.241	D15	0.153	Cc	0.898

Project: Mickler's Road & A1A  
Client: Matthews Design Group, Inc.

Project No.: 35:32647

Depth (ft): 1.5 - 2

Sample Description:

Sample No.: 1

Sample Source: A3-01

Date Reported: 3/31/2022



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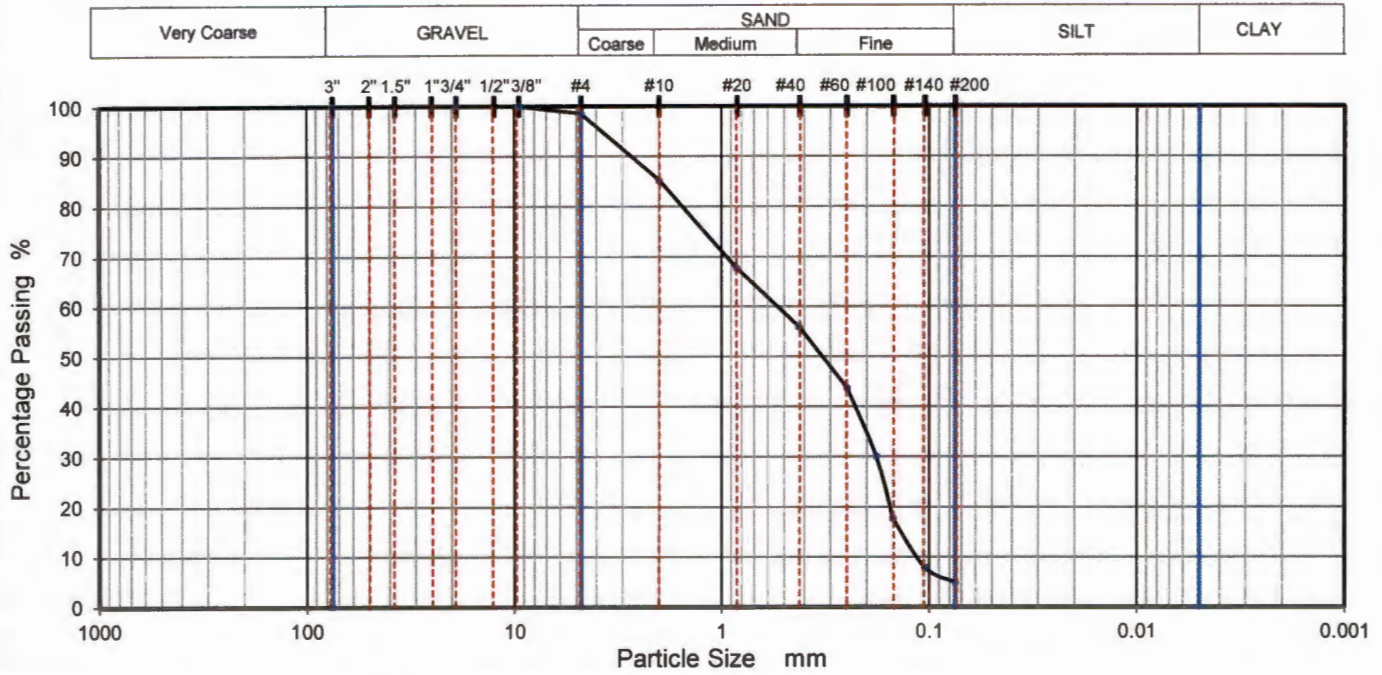
ECS Florida LLC - Jacksonville

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(904)880-0970

Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	98.6		
#10	85.3		
#20	67.8		
#40	56.0		
#60	43.8		
#80	30.2		
#100	17.8		
#140	7.9		
#200	5.0		

Dry Mass of sample, g 91.5

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	1.4
Coarse Sand, #4 to #10 sieve	13.3
Medium Sand, #10 to #40	29.3
Fine Sand, #40 to #200	51.0
Fines <#200	5.0

USCS	SP-SM	Liquid Limit	D90	2.715	D50	0.327	D10	0.113
AASHTO	A-3	Plastic Limit	D85	1.971	D30	0.180	Cu	4.745
USCS Group Name	Poorly graded sand with silt	Plasticity Index	D60	0.538	D15	0.136	Cc	0.529

Project: Mickler's Road & A1A  
 Client: Matthews Design Group, Inc.  
 Sample Description:  
 Sample Source: A4-01

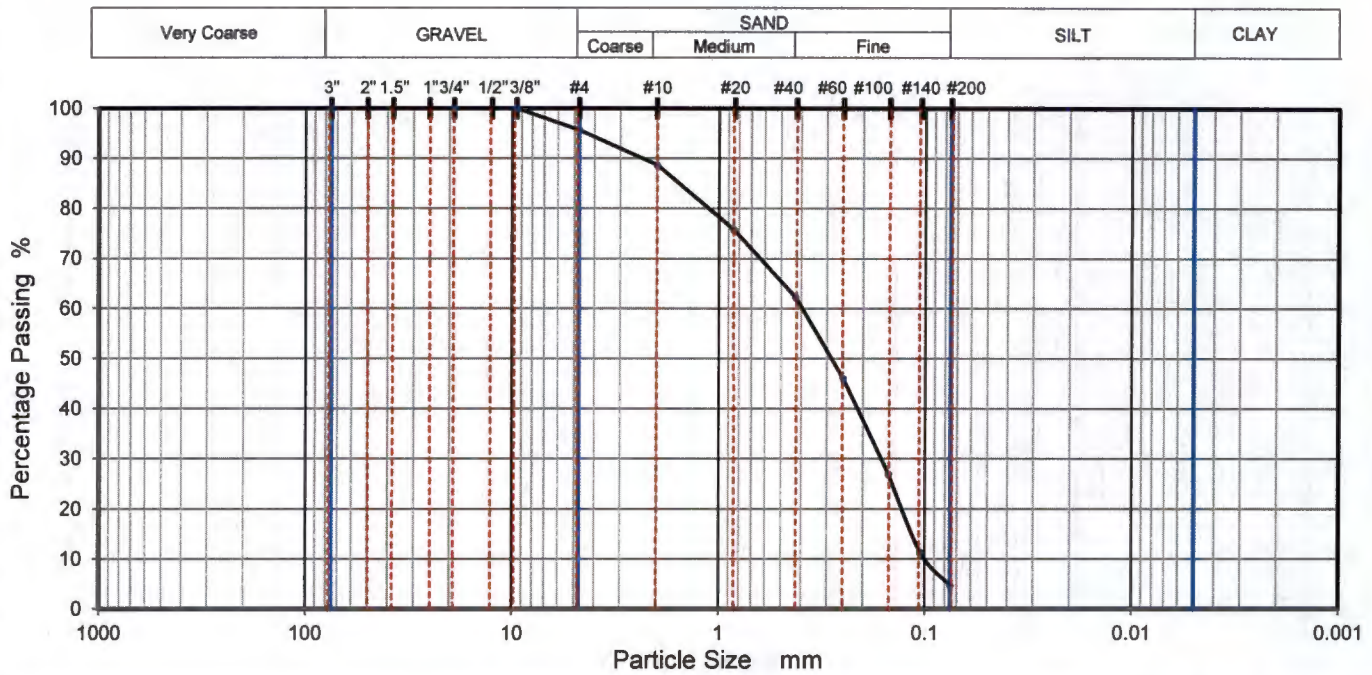
Project No.: 35:32647  
 Depth (ft): 0.5 - 1  
 Sample No.: 1  
 Date Reported: 3/31/2022



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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstaring	jstaring		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	95.7		
#10	88.7		
#20	75.8		
#40	62.3		
#60	46.1		
#100	27.0		
#140	11.3		
#200	4.8		

Dry Mass of sample, g

86.2

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to #4 sieve	4.3
Coarse Sand, #4 to #10 sieve	7.0
Medium Sand, #10 to #40	26.4
Fine Sand, #40 to #200	57.5
Fines <#200	4.8

USCS	SP	Liquid Limit	D90	2.349	D50	0.284	D10	0.098
AASHTO	A-3	Plastic Limit	D85	1.565	D30	0.163	Cu	4.015
USCS Group Name	Poorly graded sand	Plasticity Index	D60	0.394	D15	0.114	Cc	0.682

Project: Mickler's Road & A1A  
Client: Matthews Design Group, Inc.

Project No.: 35:32647

Depth (ft): 3 - 4

Sample Description:

Sample No.: 4

Sample Source: A4-04

Date Reported: 3/31/2022



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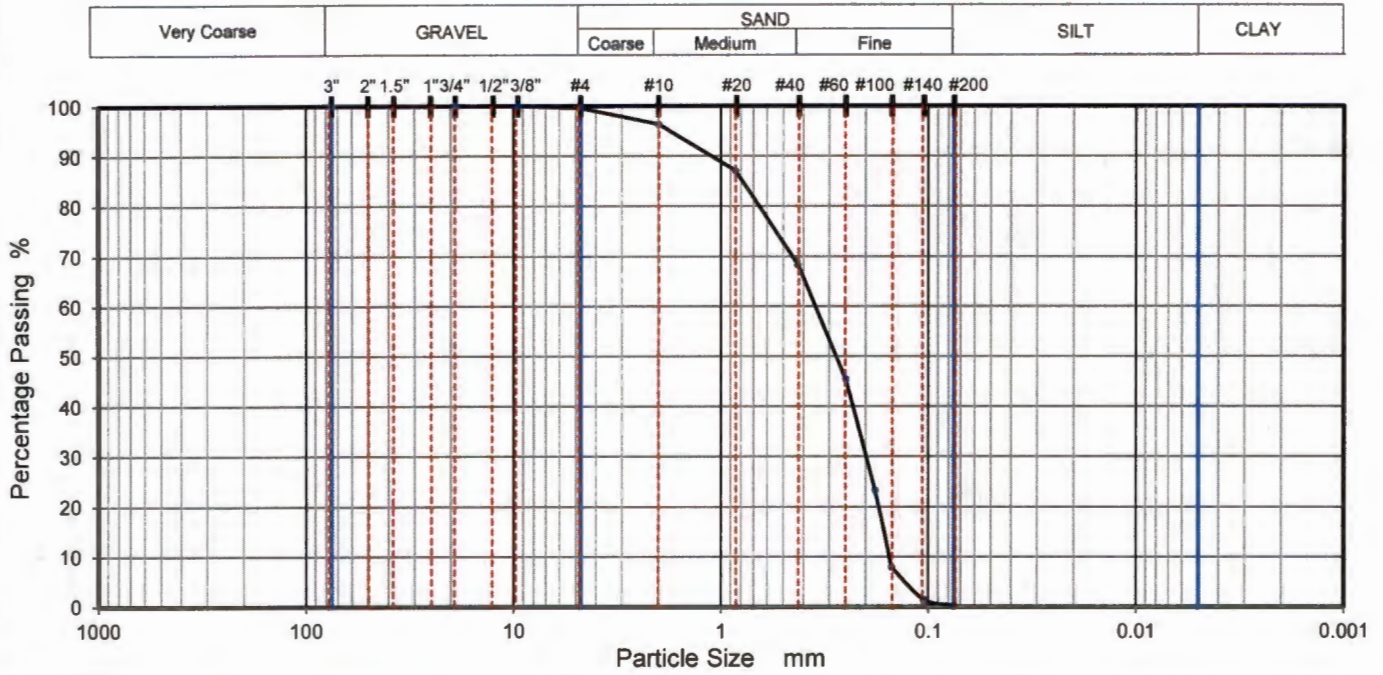
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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	99.6		
#10	96.4		
#20	87.1		
#40	68.4		
#60	45.5		
#80	23.3		
#100	8.0		
#140	1.5		
#200	0.4		

Dry Mass of sample, g

87.5

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	0.4
Coarse Sand, #4 to #10 sieve	3.2
Medium Sand, #10 to #40	28.0
Fine Sand, #40 to #200	68.0
Fines <#200	0.4

USCS	SP	Liquid Limit	D90	1.110	D50	0.278	D10	0.154
AASHTO	A-3	Plastic Limit	D85	0.786	D30	0.199	Cu	2.277
USCS Group Name	Poorly graded sand	Plasticity Index	D60	0.350	D15	0.163	Cc	0.736

Project: Mickler's Road & A1A  
Client: Matthews Design Group, Inc.

Project No.: 35:32647

Depth (ft): 4.5 - 5

Sample Description:

Sample No.: 3

Sample Source: A5-03

Date Reported: 3/31/2022



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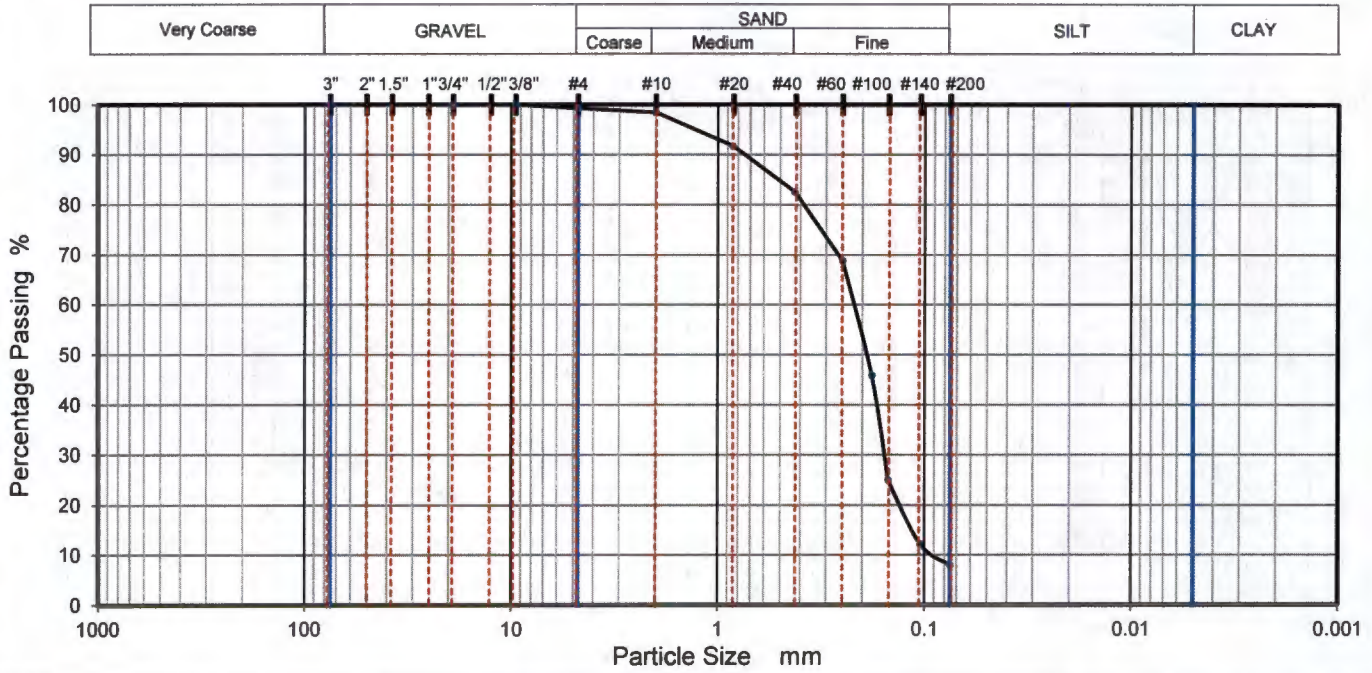
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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	99.3		
#10	98.5		
#20	91.8		
#40	82.6		
#60	68.8		
#80	46.0		
#100	25.1		
#140	12.2		
#200	8.0		

Dry Mass of sample, g

108.8

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to #4 sieve	0.7
Coarse Sand, #4 to #10 sieve	0.8
Medium Sand, #10 to #40	15.9
Fine Sand, #40 to #200	74.6
Fines <#200	8.0

USCS		Liquid Limit		D90	0.742	D50	0.191	D10	0.088
AASHTO	A-3	Plastic Limit		D85	0.509	D30	0.157	Cu	2.501
USCS Group Name		Plasticity Index		D60	0.220	D15	0.114	Cc	1.265

Project: Mickler's Road & A1A  
Client: Matthews Design Group, Inc.

Project No.: 35:32647

Depth (ft): 2.5 - 3

Sample Description:

Sample No.: 2

Sample Source: A7-02

Date Reported: 3/31/2022



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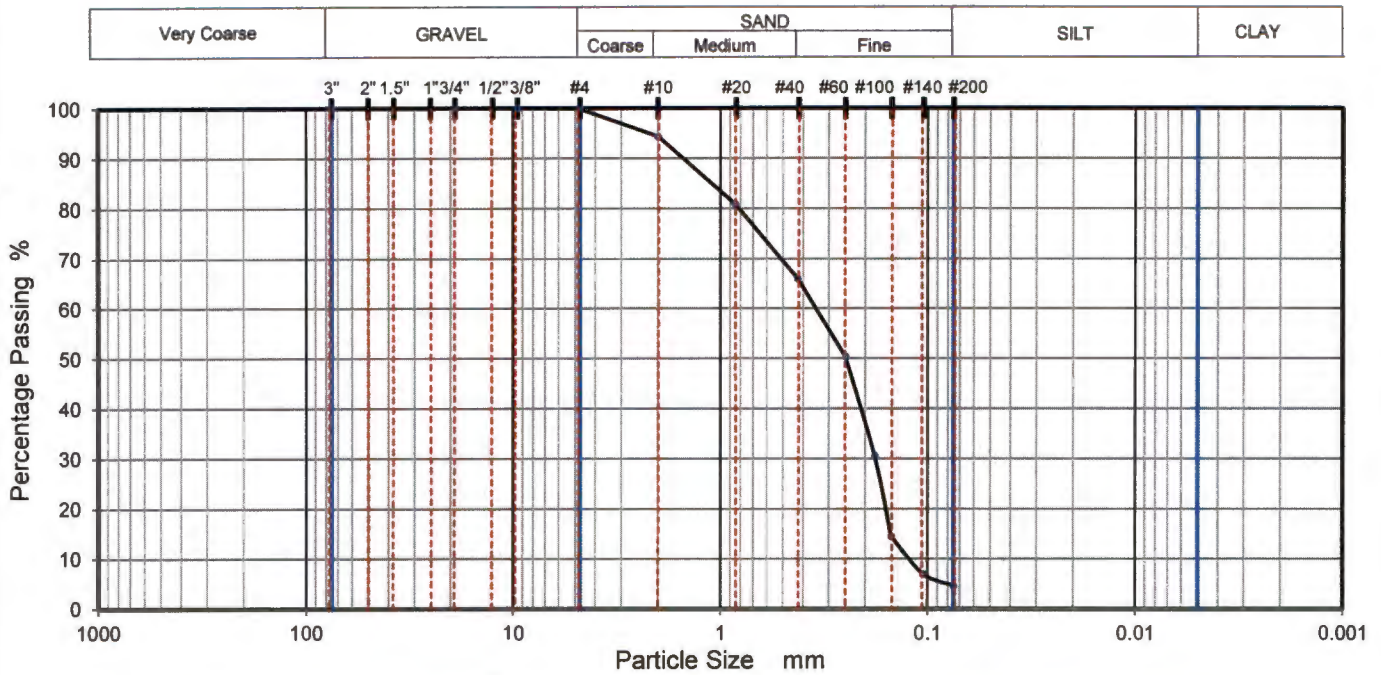
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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		



## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	99.9		
#10	94.4		
#20	80.9		
#40	66.0		
#60	50.4		
#80	30.7		
#100	14.6		
#140	7.0		
#200	4.7		

Dry Mass of sample, g 83.8

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	0.1
Coarse Sand, #4 to #10 sieve	5.5
Medium Sand, #10 to #40	28.4
Fine Sand, #40 to #200	61.3
Fines <#200	4.7

USCS	SP	Liquid Limit		D90	1.513	D50	0.248	D10	0.121
AASHTO	A-3	Plastic Limit		D85	1.102	D30	0.179	Cu	2.866
USCS Group Name	Poorly graded sand	Plasticity Index		D60	0.347	D15	0.151	Cc	0.761

Project: Mickler's Road & A1A  
 Client: Matthews Design Group, Inc.  
 Sample Description:  
 Sample Source: A10-02

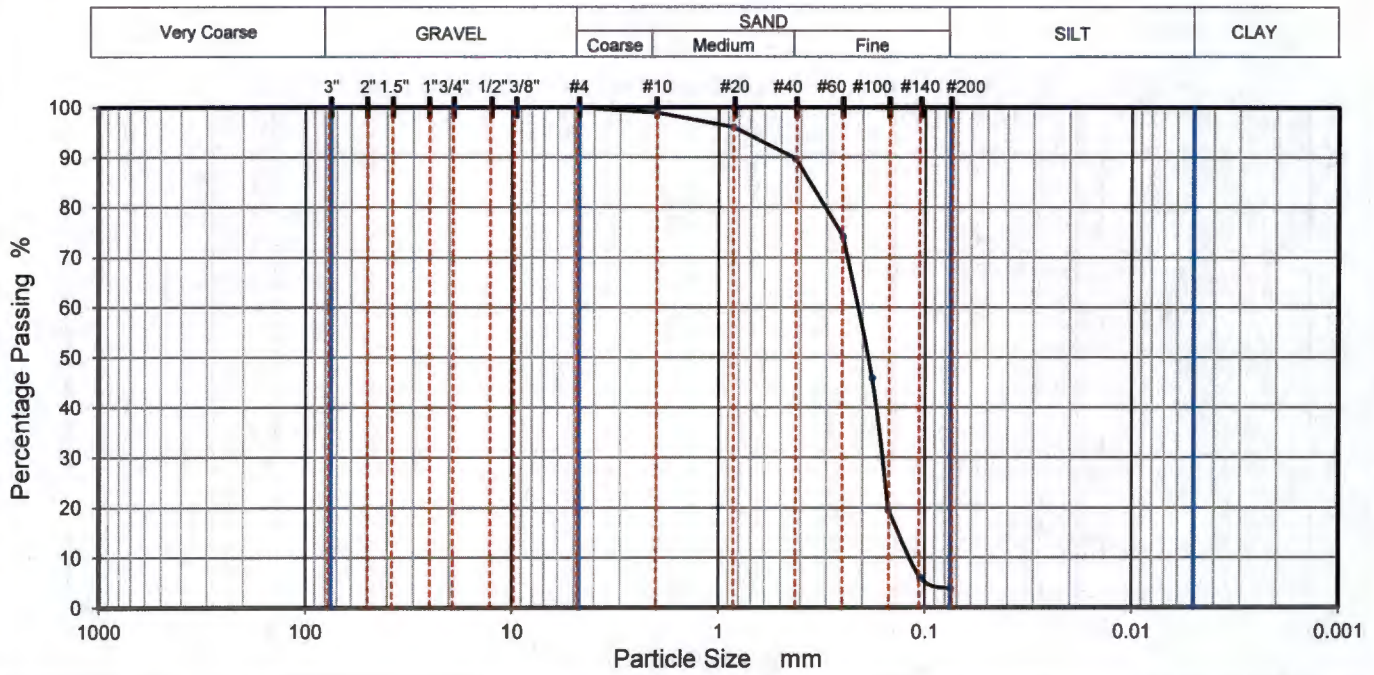
Project No.: 35:32647  
 Depth (ft): 1.5 - 2  
 Sample No.: 2  
 Date Reported: 3/31/2022



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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	100.0		
#10	99.0		
#20	96.1		
#40	89.8		
#60	74.2		
#80	46.0		
#100	19.7		
#140	6.0		
#200	3.8		

Dry Mass of sample, g

125.1

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to #4 sieve	0.0
Coarse Sand, #4 to #10 sieve	1.0
Medium Sand, #10 to #40	9.2
Fine Sand, #40 to #200	86.0
Fines <#200	3.8

USCS	SP	Liquid Limit	D90	0.435	D50	0.189	D10	0.117
AASHTO	A-3	Plastic Limit	D85	0.361	D30	0.161	Cu	1.819
USCS Group Name	Poorly graded sand	Plasticity Index	D60	0.212	D15	0.133	Cc	1.051

Project: Mickler's Road & A1A  
Client: Matthews Design Group, Inc.

Project No.: 35:32647

Depth (ft): 3 - 4

Sample Description:

Sample No.: 3

Sample Source: A10-03

Date Reported: 3/31/2022



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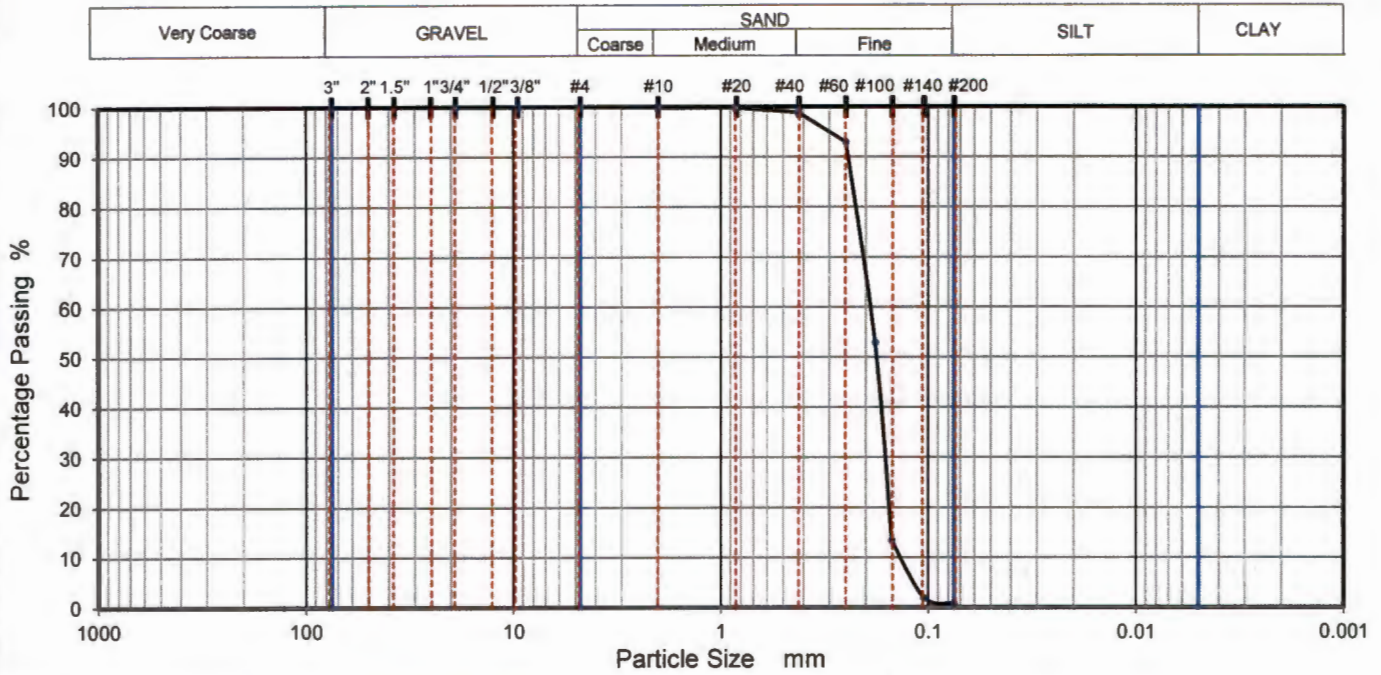
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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	100.0		
#10	99.9		
#20	99.8		
#40	98.9		
#60	93.0		
#80	52.9		
#100	13.5		
#140	2.0		
#200	0.9		

Dry Mass of sample, g 115.0

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	0.0
Coarse Sand, #4 to #10 sieve	0.1
Medium Sand, #10 to #40	1.0
Fine Sand, #40 to #200	98.0
Fines <#200	0.9

USCS	SP	Liquid Limit	D90	0.244	D50	0.178	D10	0.135
AASHTO	A-3	Plastic Limit	D85	0.234	D30	0.162	Cu	1.418
USCS Group Name	Poorly graded sand	Plasticity Index	D60	0.191	D15	0.151	Cc	1.021

Project: Mickler's Road & A1A  
 Client: Matthews Design Group, Inc.  
 Sample Description:  
 Sample Source: A12-01

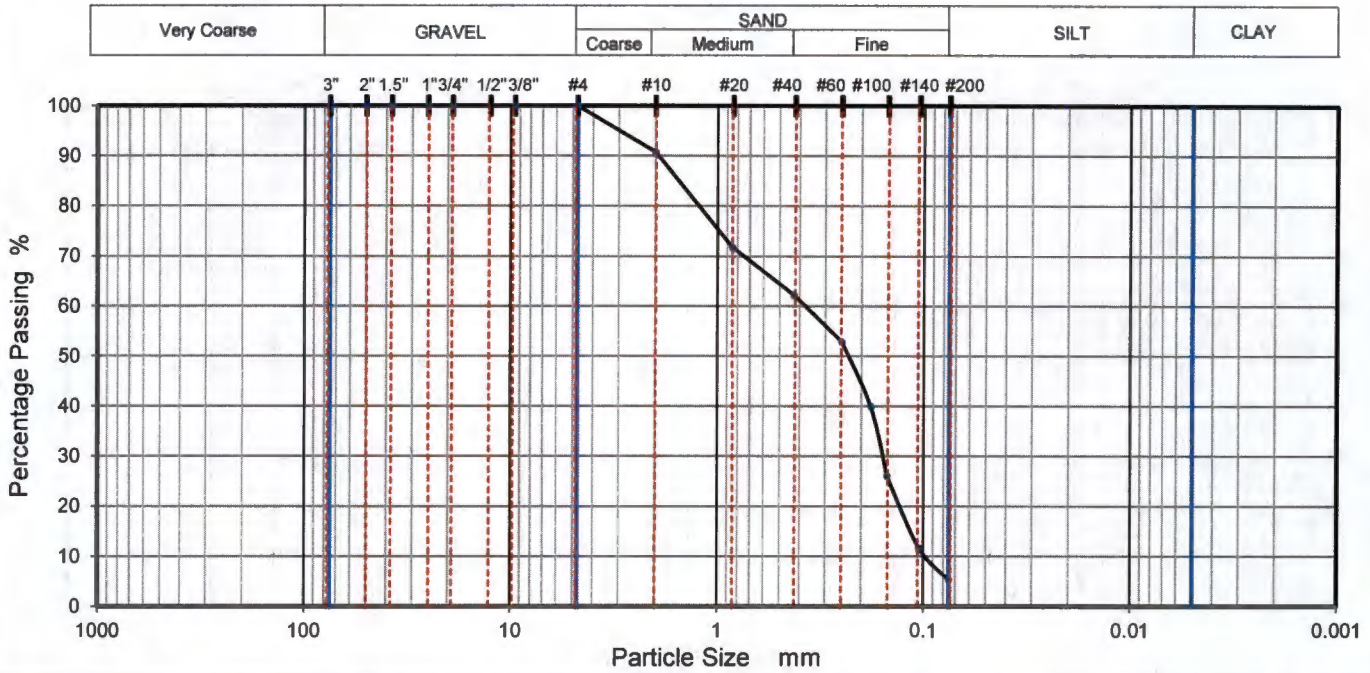
Project No.: 35:32647  
 Depth (ft): 0.5 - 1  
 Sample No.: 1  
 Date Reported: 3/31/2022



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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
2"	100.0		
1 1/2"	100.0		
1"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	100.0		
#10	90.8		
#20	71.8		
#40	62.2		
#60	52.9		
#80	40.0		
#100	26.1		
#140	11.7		
#200	5.4		

Dry Mass of sample, g

82.5

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to #4 sieve	0.0
Coarse Sand, #4 to #10 sieve	9.2
Medium Sand, #10 to #40	28.6
Fine Sand, #40 to #200	56.8
Fines <#200	5.4

USCS	SP-SC	Liquid Limit	50	D90	1.929	D50	0.232	D10	0.096
AASHTO	A-3	Plastic Limit	15	D85	1.540	D30	0.158	Cu	3.910
USCS Group Name	Poorly graded sand with clay	Plasticity Index	35	D60	0.375	D15	0.114	Cc	0.694

Project: Mickler's Road & A1A  
Client: Matthews Design Group, Inc.

Project No.: 35:32647

Depth (ft): 4.5 - 5

Sample Description:

Sample No.: 4

Sample Source: A13-04

Date Reported: 3/31/2022



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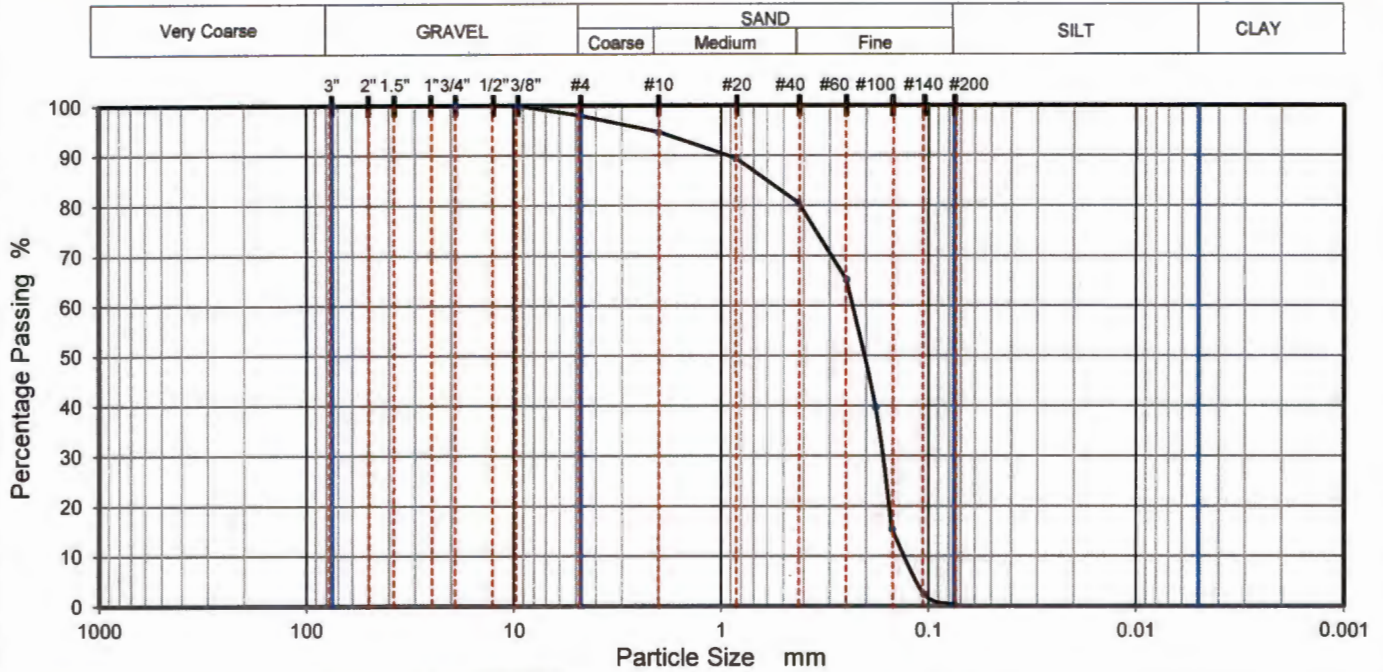
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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	98.0		
#10	94.7		
#20	89.5		
#40	80.6		
#60	65.3		
#80	39.8		
#100	15.4		
#140	2.4		
#200	0.4		

Dry Mass of sample, g 46.6

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to #4 sieve	2.0
Coarse Sand, #4 to #10 sieve	3.3
Medium Sand, #10 to #40	14.1
Fine Sand, #40 to #200	80.2
Fines <#200	0.4

USCS	SP	Liquid Limit	D90	0.923	D50	0.205	D10	0.129
AASHTO	A-3	Plastic Limit	D85	0.599	D30	0.167	Cu	1.806
USCS Group Name	Poorly graded sand	Plasticity Index	D60	0.234	D15	0.148	Cc	0.927

Project: Mickler's Road & A1A  
 Client: Matthews Design Group, Inc.  
 Sample Description:  
 Sample Source: A17-03

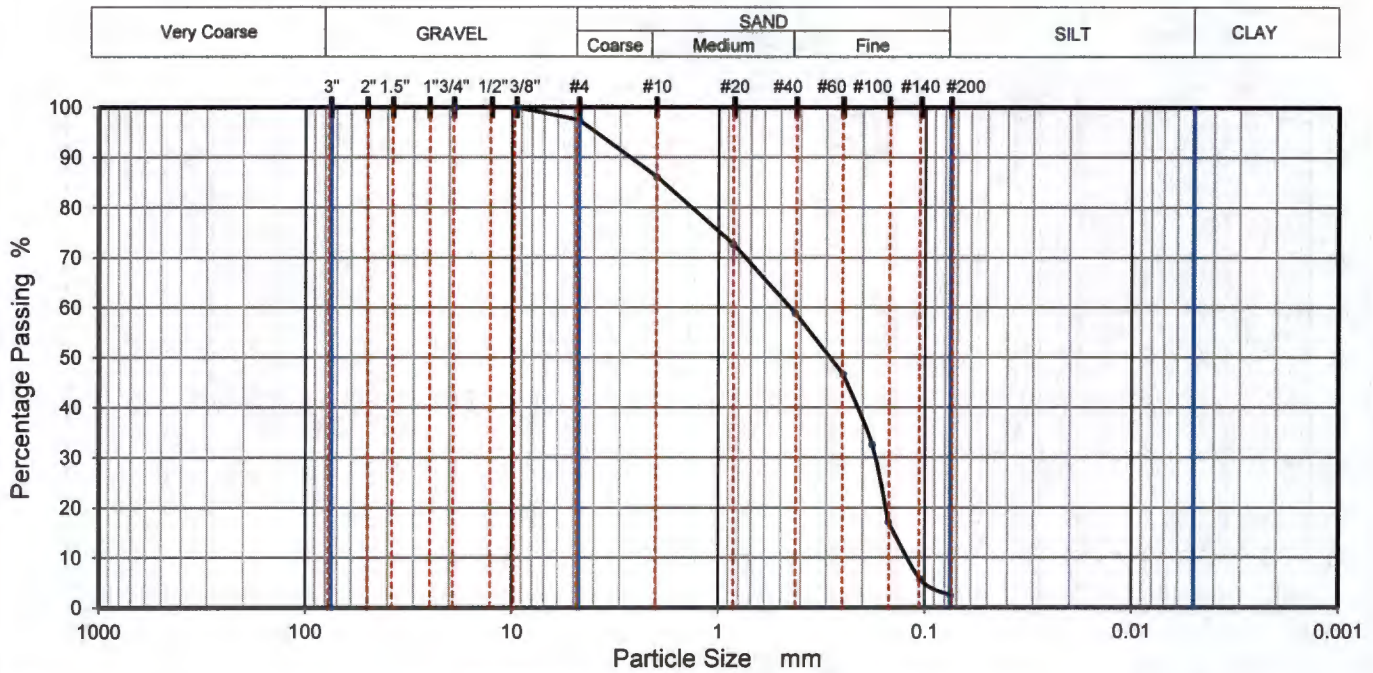
Project No.: 35:32647  
 Depth (ft): 4.5 - 5  
 Sample No.: 5  
 Date Reported: 3/31/2022



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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	97.5		
#10	86.2		
#20	72.7		
#40	58.9		
#60	46.7		
#80	32.7		
#100	17.2		
#140	5.7		
#200	2.5		

Dry Mass of sample, g

130.3

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	2.5
Coarse Sand, #4 to #10 sieve	11.3
Medium Sand, #10 to #40	27.3
Fine Sand, #40 to #200	56.4
Fines <#200	2.5

USCS	SP	Liquid Limit		D90	2.675	D50	0.289	D10	0.120
AASHTO	A-3	Plastic Limit		D85	1.854	D30	0.174	Cu	3.743
USCS Group Name	Poorly graded sand	Plasticity Index		D60	0.449	D15	0.140	Cc	0.564

Project: Mickler's Road & A1A  
Client: Matthews Design Group, Inc.

Project No.: 35:32647

Depth (ft): 2 - 3

Sample Description:

Sample No.: 2

Sample Source: A19-02

Date Reported: 3/31/2022



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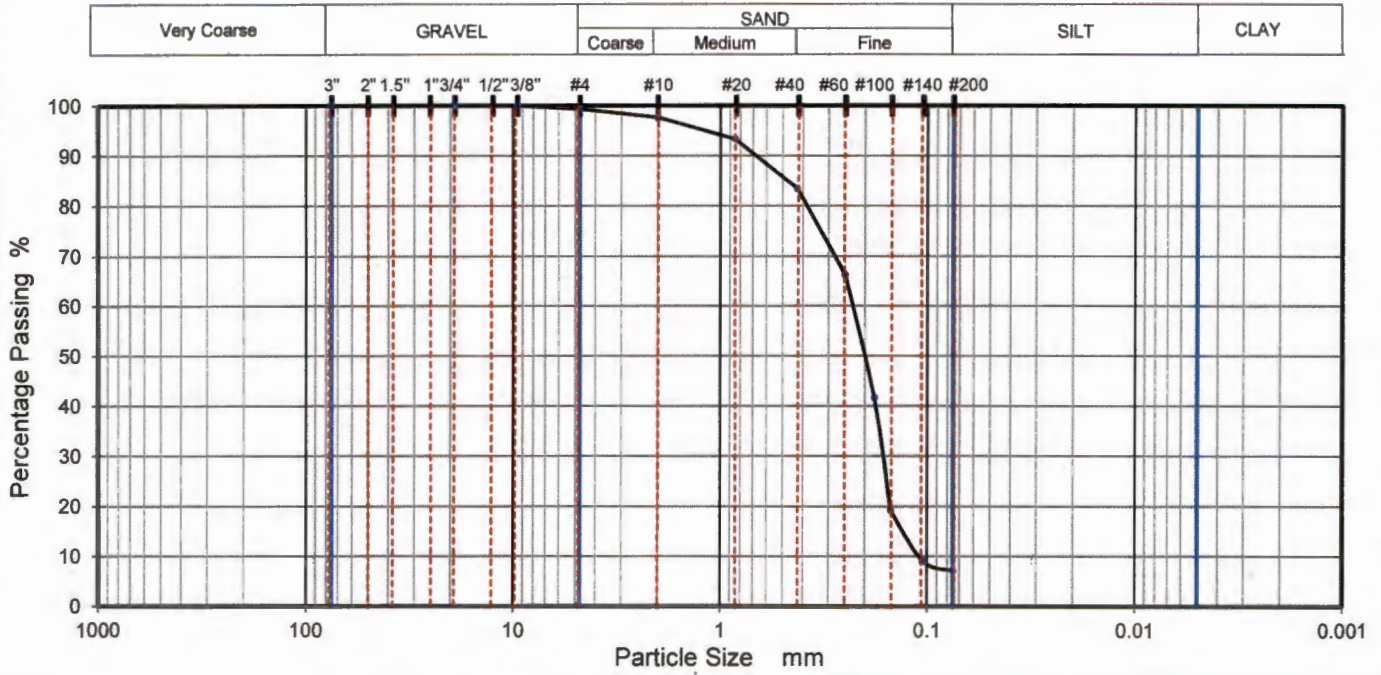
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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	99.4		
#10	97.7		
#20	93.4		
#40	83.5		
#60	66.4		
#80	41.8		
#100	19.3		
#140	9.1		
#200	7.2		

Dry Mass of sample, g 71.9

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	0.6
Coarse Sand, #4 to #10 sieve	1.7
Medium Sand, #10 to #40	14.2
Fine Sand, #40 to #200	76.3
Fines <#200	7.2

USCS		Liquid Limit		D90	0.670	D50	0.201	D10	0.108
AASHTO	A-3	Plastic Limit		D85	0.472	D30	0.164	Cu	2.117
USCS Group Name		Plasticity Index		D60	0.230	D15	0.129	Cc	1.076

Project: Mickler's Road & A1A  
 Client: Matthews Design Group, Inc.  
 Sample Description:  
 Sample Source: A20-02

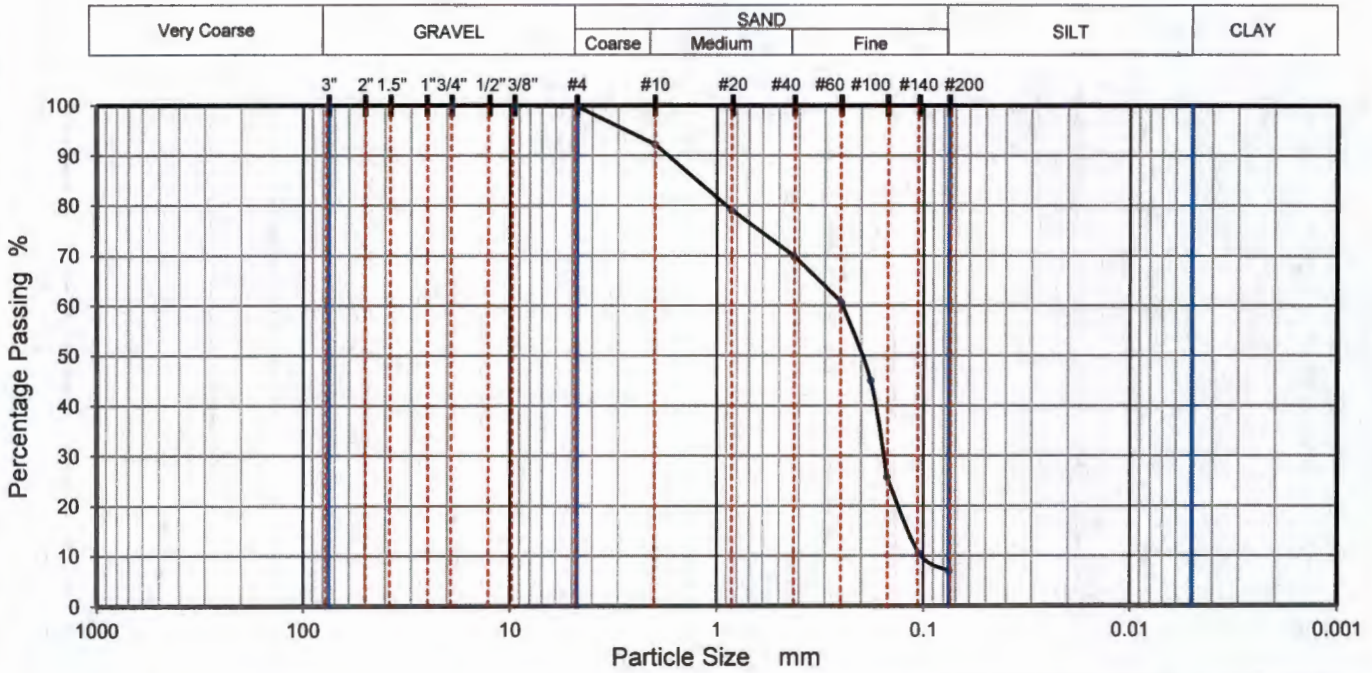
Project No.: 35:32647  
 Depth (ft): 1.5 - 2  
 Sample No.: 3  
 Date Reported: 3/31/2022



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Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

# PARTICLE SIZE DISTRIBUTION



## TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	99.8		
#10	92.3		
#20	79.1		
#40	70.0		
#60	60.7		
#80	45.1		
#100	25.8		
#140	10.5		
#200	7.0		

Dry Mass of sample, g	76.5
<b>Sample Proportions</b>	<b>% dry mass</b>
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	0.2
Coarse Sand, #4 to #10 sieve	7.5
Medium Sand, #10 to #40	22.3
Fine Sand, #40 to #200	63.0
Fines <#200	7.0

USCS		Liquid Limit		D90	1.723	D50	0.200	D10	0.100
AASHTO	A-3	Plastic Limit		D85	1.246	D30	0.156	Cu	2.461
USCS Group Name		Plasticity Index		D60	0.246	D15	0.117	Cc	0.988

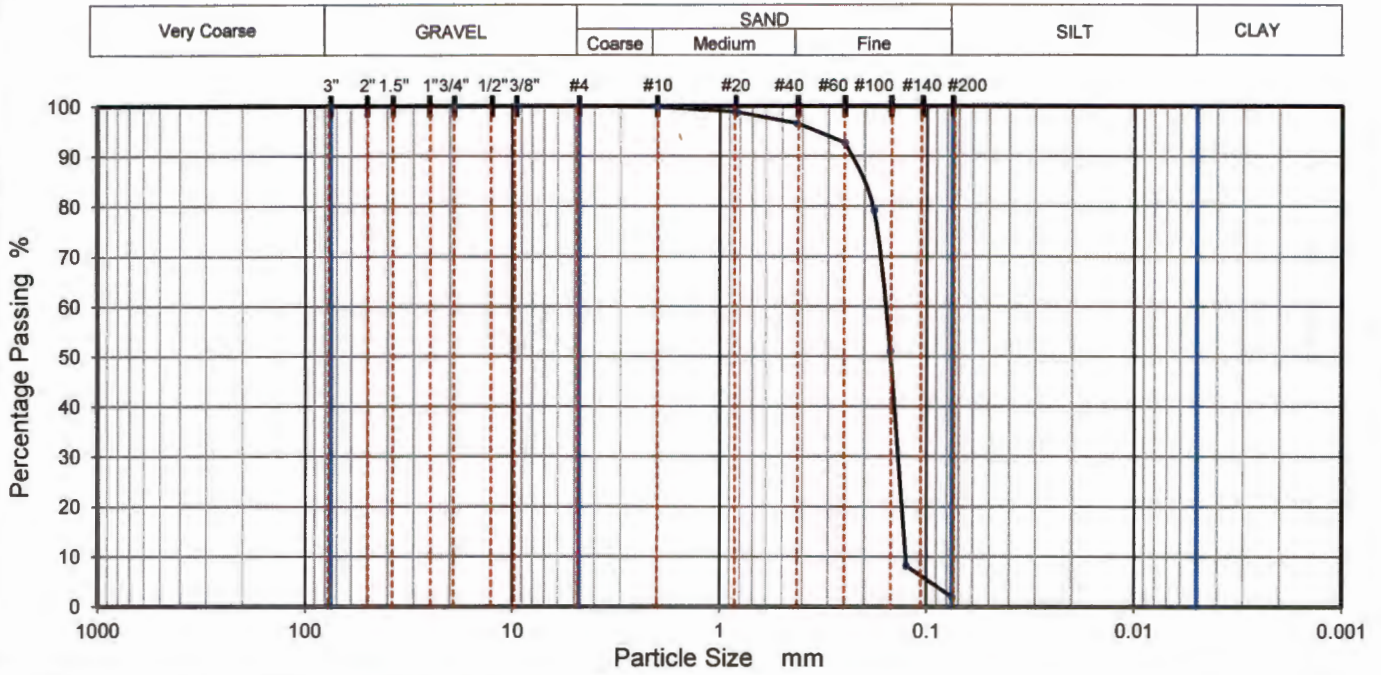
Project: Mickler's Road & A1A Client: Matthews Design Group, Inc. Sample Description: Sample Source: A25-01	Project No.: 35:32647 Depth (ft): 0.5 - 1 Sample No.: 1 Date Reported: 3/31/2022
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			(904)880-0970

Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstaring	jstaring		



# PARTICLE SIZE DISTRIBUTION



## TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	100.0		
#10	99.9		
#20	98.9		
#40	96.6		
#60	92.7		
#80	79.2		
#100	51.1		
#120	8.2		
#200	2.0		

Dry Mass of sample, g

127.2

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	0.0
Coarse Sand, #4 to #10 sieve	0.1
Medium Sand, #10 to #40	3.3
Fine Sand, #40 to #200	94.6
Fines <#200	2.0

USCS	SP	Liquid Limit		D90	0.234	D50	0.149	D10	0.126
AASHTO	A-3	Plastic Limit		D85	0.207	D30	0.137	Cu	1.261
USCS Group Name	Poorly graded sand	Plasticity Index		D60	0.159	D15	0.129	Cc	0.939

Project: Mickler's Road & A1A  
Client: Matthews Design Group, Inc.

Project No.: 35:32647

Depth (ft): 1.5 - 2

Sample Description:

Sample No.: 2

Sample Source: A28-02

Date Reported: 3/31/2022



Office / Lab

Address

Office Number / Fax

ECS Florida LLC - Jacksonville

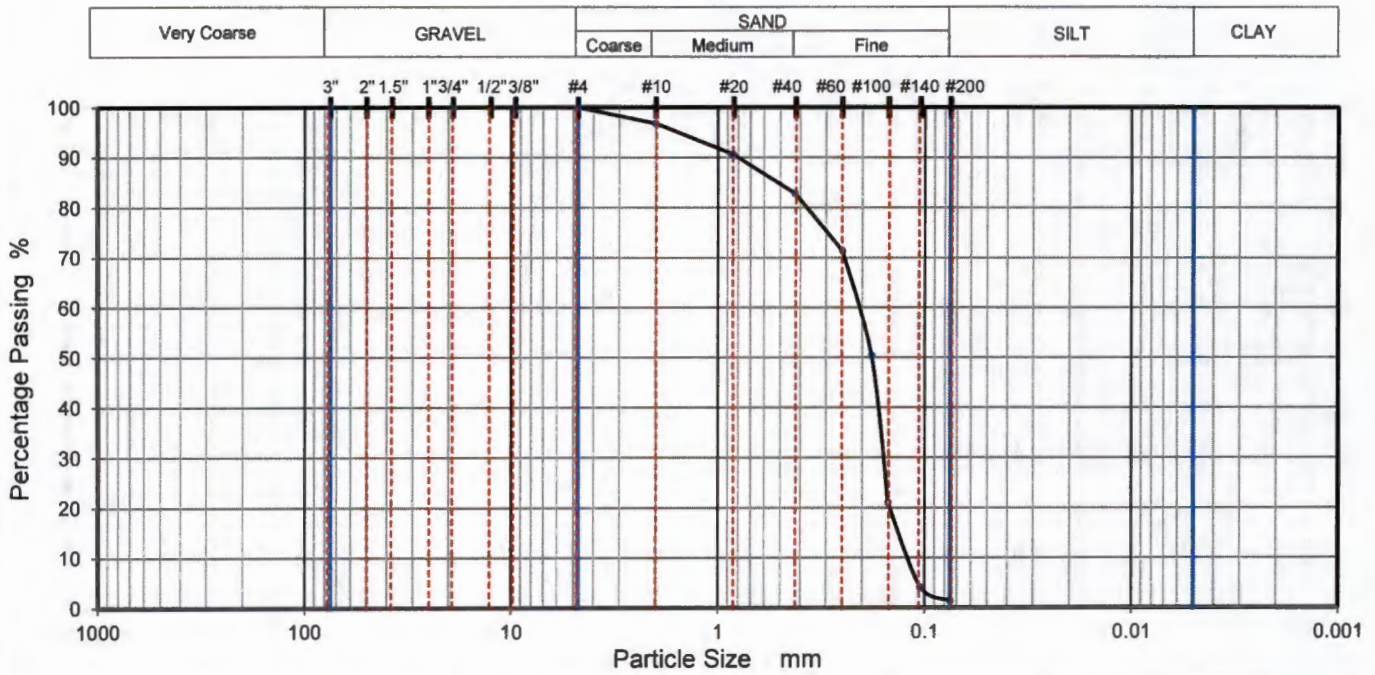
11554 Davis Creek Court  
Jacksonville, FL 32256

(904)880-0960

(904)880-0970

Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		

## PARTICLE SIZE DISTRIBUTION



### TEST RESULTS (ASTM D422-63(2007))

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
3/4"	100.0		
3/8"	100.0		
#4	100.0		
#10	96.8		
#20	90.7		
#40	82.9		
#60	71.4		
#80	50.4		
#100	21.1		
#140	4.2		
#200	1.4		

Dry Mass of sample, g 58.8

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to #4 sieve	0.0
Coarse Sand, #4 to #10 sieve	3.2
Medium Sand, #10 to #40	13.9
Fine Sand, #40 to #200	81.5
Fines <#200	1.4

USCS	SP	Liquid Limit	D90	0.799	D50	0.180	D10	0.119
AASHTO	A-3	Plastic Limit	D85	0.512	D30	0.159	Cu	1.762
USCS Group Name	Poorly graded sand	Plasticity Index	D60	0.209	D15	0.132	Cc	1.012

Project: Mickler's Road & A1A  
 Client: Matthews Design Group, Inc.  
 Sample Description:  
 Sample Source: A32-02

Project No.: 35:32647  
 Depth (ft): 3.5 - 4  
 Sample No.: 2  
 Date Reported: 3/31/2022



Office / Lab	Address	Office Number / Fax
ECS Florida LLC - Jacksonville	11554 Davis Creek Court Jacksonville, FL 32256	(904)880-0960  (904)880-0970

Tested by	Checked by	Approved by	Date Received	Remarks
MHays	jstarling	jstarling		



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

**INVITATION FOR BIDS NO: 23-40**

**MICKLER ROAD AND SR-A1A INTERSECTION  
IMPROVEMENTS – FDOT FPN #445798-2-54-01  
AND FDOT FPN #445798-3-54-01**

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

**BID NO: 23-40; MICKLER ROAD AND SR-A1A INTERSECTION IMPROVEMENTS –  
FDOT FPN #445798-2-54-01 AND FDOT FPN #445798-3-54-01**

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# FRONT END BID DOCUMENTS

## **INSTRUCTION TO BIDDERS**

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

**PROJECT: BID NO.: 23-40; Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01**

### **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](http://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 **Friday, March 10, 2023 at 9:00 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](mailto: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](mailto:bmatus@sjcfl.us) or Justin Tahilramani, Senior Procurement Coordinator at [jtahilramani@sjcfl.us](mailto: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**) **EDST** on **Wednesday, March 22, 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](http://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 EDST) on **Wednesday, April 5, 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: 23-40; Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01**"

***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 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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

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

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

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(s), provided the submitted bid is responsive to the requirements of this Request for Bids. The County reserves the right to split the award between multiple low bidders, if doing so provides a cost savings, and serves the best interest of the County.

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**

While the County has a Local Preference Policy, this project is funded through a State of Florida Department of Transportation (FDOT) State-Funded Grant Agreement, which prohibits the use of local preference in the consideration for award, as provided in Florida Statute §255.0991. The SJC Purchasing Policy, Section 16.3.1 allows the County to waive the use of local preference in such circumstances.

### **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: (1) Flexible Paving, (2) Drainage, (28) Pavement Marking, (38) Roadway Signing, (39) Traffic Signal, and (40) Sidewalk. 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 "N"**, 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 **Two Hundred Seventy (270)** 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 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 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 hereunder, to the extent and within the limitations of Section 768.28. Florida Statutes.

The foregoing indemnification shall not constitute a waiver of 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) Electrocution 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.

### **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](mailto:publicrecords@sjcfl.us)**

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 23-40**

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

**PROJECT: MICKLER ROAD AND SR-A1A INTERSECTION IMPROVEMENTS – FDOT FPN #445798-2-54-01 AND FDOT FPN #445798-3-54-01**

**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: 23-40; Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01** 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: 23-40**

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: 23-40**

**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: 23-40**

**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: 23-40; Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01**, 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)

**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 Contract 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 – Flexible Paving			
FDOT Pre-Qualification – Drainage			
FDOT Pre-Qualification – Pavement Marking			
FDOT Pre-Qualification – Roadway Signing			
FDOT Pre-Qualification – Traffic Signal			
FDOT Pre-Qualification – Sidewalk			



ATTACHMENT F

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 23-40; Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01

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

**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: 23-40**

**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: 23-40**

**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

<b>DATE OF CONTRACT</b>	<b>CLIENT'S NAME, ADDRESS, PHONE AND EMAIL</b>	<b>CONTRACT AMOUNT</b>	<b>PROJECT AND LOCATION</b>

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.

Four horizontal lines for listing liens.

- 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: \_\_\_\_\_

**BID NO: 23-40**

**ATTACHMENT N**

**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 O

(Complete and Submit Attachment "O" 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

St. Johns County BOCC  
Sub-Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Division Contract Number

\_\_\_\_\_  
Street Address

#445798-2-54-01 and #445798-3-54-01  
FPN Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

ATTACHMENT P

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: 23-40**

**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  
**MICKLER ROAD AND SR-A1A INTERSECTION IMPROVEMENTS –**  
**FDOT FPN #445798-2-54-01 AND FDOT FPN #445798-3-54-01**  
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: 23-40**

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"**

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>BID NO: 23-40</b>
BID TITLE:	<b>Mickler Road and SR-A1A Intersection Improvements – FDOT FPN #445798-2-54-01 and FDOT FPN #445798-3-54-01</b>
DUE DATE/TIME:	<b>By 2:00PM – April 5, 2023</b>
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**