

RESOLUTION NO. 2023 - 322

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 23-74 PORPOISE POINT DRIVE SHORE PROTECTION TO CONSTRUCT CO. INC. 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 approximately 172 linear feet steel sheet pile with reinforced concrete cap and additional revetment. The seawall will cross the Porpoise Point Drive and tie into an existing seawall to the south and existing revetment to the north. The work to be performed under these Drawings and Specifications consists of furnishing all labor, materials, and equipment for performing all work required for mobilizing, demobilizing, conducting surveys, excavation and debris removal, seawall installation, rip rap placement, grading and site restoration, in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Drawings or as directed by the Engineer; and

WHEREAS, through the County's formal Bid process, Construct Co. Inc., submitted the lowest, responsive, responsible Total Not-To Exceed Bid of \$637,007.81, which includes Bid Alternate #1 for excavation and debris removal; and

WHEREAS, the County finds that entering into a contract for completion of the work serves a public purpose; and

WHEREAS, the project will be funded by the Disaster Recovery 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. 23-74; Porpoise Point Drive Shore Protection to Construct Co. Inc., as the lowest, responsive, responsible Bidder.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute a contract, in substantially the same form and format as attached, with Construct Co. Inc., for completion of the Work as specifically provided in Bid No: 23-74, at the Bid Price provided herein.

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, on this 5th day of September, 2023.

Rendition Date SEP 06 2023

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
By: [Signature]
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller
By: Cristal Smith
Deputy Clerk





MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 23-MCA-CON-18667

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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 **CONSTRUCT CO. INC** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 931 Dennis Ave, Orlando, FL 32807, Phone: (407) 282-5340, and E-mail: lindsey@constructco-inc.com, for **BID 23-74; PORPOISE POINT DRIVE SHORE PROTECTION** 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 – Technical Specifications (06/29/2023)
 - ii. Exhibit B – Construction Drawings (05/18/2023)
 - iii. Exhibit C – Post Nicole Lidar Survey (05/16/2023)
 - iv. Exhibit D – Geotechnical Engineering Report (01/29/2021)
 - v. Exhibit E – FDEP Permit – SJ-1624 AR M1 (07/22/2023)
 - vi. Exhibit F – FDEP Permit – SJ-1624 AR (06/08/2023)
 - vii. Exhibit G – FDEP Permit – SJ-1624 AR M2 (7/24/2023)
 - viii. Exhibit H – St. Johns County Schedule of Values
- e) Bonds and Insurance furnished by the Contractor
- f) Bid Documents and Bid Forms with all addenda thereto for Bid No. 23-74

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 project generally consists of the installation of approximately 172 linear feet steel sheet pile with reinforced concrete cap and additional revetment. The seawall will cross the Porpoise Point Drive and tie into an existing seawall to the south and existing revetment to the north. The Work to be performed under these Drawings and Specifications consists of furnishing all labor, materials, and equipment for performing all Work required for mobilizing, demobilizing, conducting surveys, excavation and debris removal, seawall installation, rip rap placement, grading and site restoration, in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Drawings or as directed by the Engineer.

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 **one hundred fifty (150)** consecutive calendar days as may be extended pursuant to Paragraph 9.2 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 9.2 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 3.5.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$1,699** 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 total Not-To-Exceed Bid Price 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 Not-To-Exceed Bid Price of **Five Hundred Eighty-One Thousand Nine Hundred Seventy-Four Dollars and Twenty-Seven Cents (\$581,974.27)** and Bid Alternate #1 of **Fifty-Five Thousand Thirty-Three Dollars and Fifty-Four Cents (\$55,033.54)**, the "Contract Price". The cost of any item of Work not covered by a specific unit price shall be included in the Total-Not-To-Exceed 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 Contractor's 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 Disaster Recovery 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 9.2 and 9.3 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 then 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 9.6 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 9.3 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 11.2.4 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 XIII.

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.

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.

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.

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.

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.

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 14.16.1 through 14.16.8 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

Construct Co. Inc.
Address: PO Box 536488
Orlando, FL 32853
Attn: Lindsey Buchanan
Email Address: lindsey@constructco-inc.com

With a copy to:

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

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

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

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor:

Construct Co. Inc. (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 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	23-MCA-CON-18667
Project Title:	Porpoise Point Drive Shore Protection

The undersigned Contractor hereby swears under penalty of perjury that:

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

Dated _____, 20__ Contractor _____
 By: _____
 (Signature)
 By: _____
 (Name and Title)

STATE OF _____)
) SS.
 COUNTY OF _____)

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

NOTARY PUBLIC:
 Signature: _____
 Print Name: _____
 (NOTARY SEAL)
 My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.: 23-MCA-CON-18667	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

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

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

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

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

None

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

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

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

EXHIBIT "H"

St. Johns County – Schedule of Values

Item	Description	Units	Quantity	Unit Cost	Total Extended Cost
Lump Sum Items					
1	Mobilization/Demobilization	LS	1		\$84,512.50
2	Pre-construction survey, post-construction survey, and as-built survey	LS	1		\$10,075.00
3	Steel sheet pile seawall	LS	1		\$332,813.76
4	Reinforced concrete seawall cap	LS	1		\$103,572.40
5	Beach Compatible fill	LS	1		\$15,638.11
Unit Cost Item					
6	Rip Rap	Ton	82	\$431.25	\$35,362.50
Total Not-to-Exceed Bid Price					\$581,974.27
Alternate #1					
7	Excavation and debris removed ⁷	LS	1		\$55,033.54



NOTICE OF INTENT TO AWARD

August 17, 2023

Bid No: 23-74; Porpoise Point Drive Shore Protection

St. Johns County hereby issues this Notice of Intent to Award a contract to Construct Co. Inc. 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 Richard E. Poulin Jr., Procurement Coordinator via email at rpoulin@sjcfl.us or phone at 904 209-0160.

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

Jaime Locklear
Director, Purchasing & Contracts
jlocklear@sjcfl.us
(904) 209-0158 - Direct

Date: 8/17/2023



ST. JOHNS COUNTY, FL
REVISED BID TABULATION

BID NUMBER: 23-74

AND TITLE Porpoise Point Drive Shore Portection

OPENING DATE: 8/2/2023 & 8/9/2023*
 OPENED BY: Richard Poulin
 VERIFIED BY: Bryan Matus
 POSTING DATE: 8/17/2023

REP

BIDDERS	TOTAL NOT-TO-EXCEED BID PRICE	BID ALETERNATE 1					
Roberts Site Development Inc.	Non-Responsive						
Brother's Construction, Inc.	\$732,494.00	\$47,500.00					
BDI Marine Contractors, LLC	Non-Responsive						
Hal Jones Contractor	\$1,116,000.00	\$32,000.00					
Construct Co. Inc.	\$581,974.27	\$55,033.54					
Hayward Construction Group	\$712,534.00	\$15,780.00					
*Texas Aquatic Harvesting, Inc.	Non-Responsive						
*Underwater Engineering Services, Inc.	\$680,132.00	\$48,396.00					

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.

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 23-74

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

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

DATE SUBMITTED: 08/02/2023

BID PROPOSAL OF

Construct Co, Inc.

Full Legal Company Name of Bidder

PO Box 536488 Orlando, FL 32853

407-282-5340

407-900-0508

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents entitled for **BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to complete the required Work for the following Total Not-To-Exceed Bid Price:

TOTAL NOT-TO-EXCEED BID PRICE:

\$ 581,974.27
Total Not-To-Exceed Bid Price (Written in Numerals)

\$ Five hundred eighty-one thousand nine hundred seventy-four and 27/100 /Dollars
Total Not-To-Exceed Bid Price (Written in Words)

BID ALTERNATE:

BID ALTERNATE #1 – EXCAVATION AND DEBRIS REMOVED

\$ 55,033.54
Total Bid Alternate #1 Price (Numerical)

END OF BID FORM

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

No.: <u>01</u>	Date Received: <u>07/26/23</u>	No.: _____	Date Received: _____
No.: <u>02</u>	Date Received: <u>07/31/23</u>	No.: _____	Date Received: _____
No.: _____	Date Received: _____	No.: _____	Date Received: _____

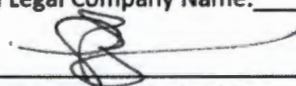
The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this submitted Bid, as principals, and that this Bid is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, is thoroughly familiar with, and has incorporated the requirements and specifications of the Bid Documents in this submitted Bid.

The Undersigned certifies that a full examination of the locations of the required work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all work in accordance with all requirements specified in the Bid Documents.

The Undersigned declares that the statements and representations made in this Bid are true in every respect and that the Bid is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this Bid or in any profits expected to accrue therefrom.

CORPORATE/COMPANY

Full Legal Company Name: Construct Co, Inc. (Seal)

By:  Lindsey Buchanan, Vice President
Signature of Authorized Representative (Name & Title typed or printed)

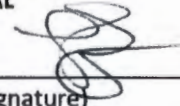
Address: PO Box 536488 Orlando, FL 32853

Telephone No.: (407) 282-5340 Fax No.: (407) 900-0508

Email Address for Authorized Company Representative: lindsey@constructco-inc.com

Federal I.D. Tax Number: 59-3591183 DUNS #: _____
(If applicable)

INDIVIDUAL

Name:  Lindsey Buchanan Vice President
(Signature) (Name typed or printed) (Title)

Address: PO Box 536488 Orlando, FL 32853

Telephone No.: (407) 282-5340 Fax No.: 407-900-0508

Email Address: lindsey@constructco-inc.com

Federal I.D. Tax Number: 59-3591183

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

**ATTACHMENT "A"
St. Johns County – Schedule of Values**

Item	Description	Units	Quantity	Unit Cost	Total Extended Cost
Lump Sum Items					
1	Mobilization/Demobilization ¹	LS	1		\$ 84,512.50
2	Pre-construction survey, post-construction survey, and as-built survey ²	LS	1		\$ 10,075.00
3	Steel sheet pile seawall ³	LS	1		\$ 332,813.76
4	Reinforced concrete seawall cap ⁴	LS	1		\$ 103,572.40
5	Beach Compatible fill ⁵	LS	1		\$ 15,638.11
Unit Cost Item					
6	Rip Rap ⁶	Ton	82	\$ 431.25	\$ 35,362.50
Total Not-to-Exceed Bid Price					\$ 581,974.27
Alternate #1					
7	Excavation and debris removed ⁷	LS	1		\$ 55,033.54

Notes:

1. Exhibit A - Technical Specifications – Section 1.2.1B.
2. Exhibit A - Technical Specifications – Section 1.2.1C.
3. Exhibit A - Technical Specifications – Section 1.2.1E
4. Exhibit A - Technical Specifications – Section 1.2.1F
5. Exhibit A - Technical Specifications – Section 1.2.1H
6. Exhibit A - Technical Specifications – Section 1.2.1G
7. Exhibit A - Technical Specifications – Section 1.2.1D

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

**ATTACHMENT "B"
ST. JOHNS COUNTY AFFIDAVIT**

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

COUNTY OF Alachua

The Undersigned authority, Lindsey Buchanan ("Affiant"), who being duly sworn, deposes and states that he/she is the Vice President (Title) of the firm of Construct Co, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for Bid No: 23-74 PORPOISE POINT DRIVE SHORE PROTECTION, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm, or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Bid. Furthermore, neither the Bidder nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 2nd day of August, 2023.

[Signature]
Signature of Affiant

Lindsey Buchanan, Vice President
Printed Name & Title of Affiant

Construct Co, Inc.
Full Legal Name of Bidder



Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2nd day of August, 2023, by Affiant who is personally known to me or has produced Drivers License as identification. Type and number of I.D. produced: FDL B055-501-87-9520

[Signature]
Notary Public
My Commission Expires: 5/13/2025

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

**ATTACHMENT "C"
CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Basil Buchanan, certify that I am the Secretary of the corporation named as Principal in the foregoing; that Lindsey Buchanan (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then Vice President (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.

Basil Buchanan
Signature of Secretary Basil Buchanan

Construct Co Inc.
Full Legal Name of Bidder

STATE OF Florida

COUNTY OF Franklin

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, Basil Buchanan (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 09 day of August, 2023, by the Authorized Representative of Bidder, who is personally known to me or has produced Drivers License as identification. Type and Number of I.D. produced: FDL B0550758-457-0



Staceyann Chafe
Notary Public
My Commission Expires: May 13, 2025

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

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "D" (REVISED PER ADDENDUM #1)
LICENSE / CERTIFICATION LIST

Bidder shall list all **current** licenses and certifications held by the firm and/or Key Personnel of the Bidder. Failure to demonstrate any required licenses or certifications which are stated as a minimum qualification, shall be grounds for disqualification and removal from further consideration. A copy of each license or associated document(s) shall be attached to this form and submitted with the Bid.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License	P#99000050586	Sunbiz	2024
FL Certified General Contractor's License	CGC1516163	FL DBPR	08/31/2024
FL Licensed Marine Contractor			
Orange County, FL local business tax	ID# 547372	Orange County, FL	Sept 2024
St John's Local Business Tax Receipt	Construct Co agrees to obtain a Local Business Tax Receipt for St. John's County upon award.		

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P99000050586

Entity Name: CONSTRUCT CO. INC.

Current Principal Place of Business:

931 DENNIS AVE
ORLANDO, FL 32807

Current Mailing Address:

POBOX 536488
ORLANDO, FL 32853 US

FEI Number: 59-3591183

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BUCHANAN, BASIL S
931 DENNIS AVE
ORLANDO, FL 32807 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP
Name	BUCHANAN, BASIL S	Name	BUCHANAN, LINDSEY
Address	931 DENNIS AVE.	Address	POBOX 536488
City-State-Zip:	ORLANDO FL 32807-5120	City-State-Zip:	ORLANDO FL 32853

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BASIL S BUCHANAN

PRESIDENT

02/09/2023

Electronic Signature of Signing Officer/Director Detail

Date



January 1, 2020

**CORPORATE RESOLUTION
OF
CONSTRUCT CO, INC.**

We, the undersigned, being the Owner of Construct Co, Inc., organized and existing under the laws of Florida, and having its principal place of business at 1510 E Colonial Dr., STE 300, Orlando FL 32803 (the "Corporation"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting held and convened on January 1, 2020, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

Therefore, it is resolved:

Lindsey Buchanan is the Vice President of Construct Co, Inc. and as such has express authority to execute proposals, bid submissions and contract documents on behalf of Construct Co, Inc.

Signed,

Sealed

Basil S Buchanan
President
Construct Co Inc



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BUCHANAN, BASIL SHAWN

CONSTRUCT CO INC
1510 E COLONIAL DR.
STE 300
ORLANDO FL 32803

LICENSE NUMBER: CBC052151

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BUCHANAN, BASIL SHAWN
CONSTRUCT CO INC
1510 E COLONIAL DR.
STE 300
★ ORLANDO FL 32803 ★

LICENSE NUMBER: CGC1516163

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

	2023	EXPIRES 9/30/2024	1801-0547372
1801 CERT BUILDING CONTR	\$30.00	1 EMPLOYEE ; 5000 BUSINESS OFFICE	\$30.00 1 EMPLOYEE ;

TOTAL TAX	\$60.00
PREVIOUSLY PAID	\$60.00
TOTAL DUE	\$0.00



BUCHANAN BASIL S QUALIFIER

CONSTRUCT CO INC
BUCHANAN BASIL S
1510 E COLONIAL DR #300
ORLANDO FL 32805

931 DENNIS AV (MOBILE)
U - ORLANDO, 32807

PAID: \$60.00 2006-08981525 7/11/2023

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

octaxcol.com |    octaxcol

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

**ATTACHMENT "E"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIER LIST**

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Bidder is NOT a Local Business, and/or is NOT self-performing at least 50% of all Work specified under this solicitation, the Bidder must utilize qualified Local Businesses to complete a minimum of 50% of all Work. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Work/Services
	Construct Co will self perform the scope of work under the contract documents.				
	Stone source submitted at pre-con conference per Addendum #1				

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "F"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (BID) Number/Description: Bid No: 23-74 PORPOISE POINT DRIVE SHORE PROTECTION

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 Bidder'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.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. 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 Bidder 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 Bidder, 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.

Full Legal Name of Bidder: Construct Co, Inc.

Authorized Representative(s):  Lindsey Buchanan, Vice President
Signature Print Name/Title

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

**ATTACHMENT "G"
DRUG-FREE WORKPLACE FORM**

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

Construct Co, Inc. does:
Name of Firm

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

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



Signature

Lindsey Buchanan

08/02/2023
Date

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "H"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

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 subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes _____ No x If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

2. List all pending litigation and or arbitration.

N/A

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

N/A

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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, please explain in detail:

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

N/A

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

N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

**ATTACHMENT "I"
E-VERIFY AFFIDAVIT**

STATE OF Florida
COUNTY OF Alachua

I, Lindsey Buchanan ("Affiant"), being duly authorized by and on behalf of Construct Co, Inc. ("Bidder") hereby swears or affirms as follows:

1. Bidder 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. 23-74 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Bidder 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 Bidder 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. Bidder 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. Bidder 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 Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Bidder's breach.

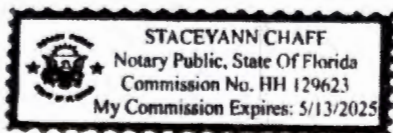
DATED this 2nd day of August, 2023.

[Signature]
Signature of Affiant

Lindsey Buchanan, Vice President
Printed Name & Title of Affiant

Construct Co, Inc.
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 02nd day of August, 2023, by Affiant, who is personally known to me or has produced DRIVERS LICENSE as identification.



[Signature]
Notary Public
My Commission Expires: 4/13/2025

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "J"
LOCAL PREFERENCE

Bidders must complete and submit **Attachment J**, indicating whether or not the Bidder is submitting for consideration of Local Preference. Any Bidder that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Bidder as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment J.

Any Bidder submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

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

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

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

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

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

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



Signature - Authorized Representative

Lindsey Buchanan, Vice President

Printed Name & Title

08/02/2023

Date of Signature

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

BID BOND

STATE OF FL

COUNTY OF ORANGE

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Construct Co. Inc. (Full Legal Name of Bidder) as Principal, at 931 Dennis Ave, Orlando, FL 32807 (Address) and United Casualty and Surety Insurance Company as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, by these presents, unto St. Johns County, Florida, as Obligee, in the penal sum of five percent (5%) of the Not-To-Exceed Bid Price, or _____ Dollars (\$ 5% of bid price) lawful money of the United States.

WHEREAS, the Principal has submitted a Bid for Bid No: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION dated 08/02, 2023:

- (a) If the Principal shall not withdraw said Bid within ninety (90) days of the opening of Bids by the Owner, and shall enter into a written Contract with the County within ten (10) business days after prescribed forms are provided to Principal for signature, in accordance with the Bid Documents, 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 effect.
- (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, the Principal shall pay the County the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, of 2) the difference between the amount specified in the Principal's Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid including the administrative costs to effect such contract, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have signed and sealed this instrument under their several seals, on this 2nd day of August, 2023, the name and corporate seal of Principal and Surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

[Signature]

PRINCIPAL:

Construct Co. Inc.
Full Legal Name of Principal
[Signature]
Signature of Authorized Officer

Lindsey Buchanan
Printed Name & Title of Signing Officer

1510 E Colonial Dr, Ste 300
Mailing Address
Orlando, FL 32803
City, State, Zip Code

LINDSEY@CONSTRUCTCO-INC.COM
Email Address of Signing Officer

SURETY:

United Casualty and Surety Insurance Company
Full Legal Name of Surety

[Signature] Jason S. Centrella
Signature of Authorized Surety Agent

11481 Old St Augustine Rd., Ste # 104
Mailing Address of Local Agency

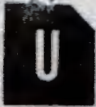
Jacksonville, FL 32258
City, State, Zip Code

JCENTRELLA@ALLSTARFC.COM
Email Address of Surety Agent

[Signature]
Attorney-In-Fact Signature
JASON S. CENTRELLA, Attorney in Fact



Jason S. Centrella
Florida Res. Agent #A300489
P.O. Box 600962
Jacksonville, FL 32260
904-230-1324



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No: 172158

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Jeffrey L. Booth, Jason S. Centrella, James E. Feldner, Omar G. Guerra, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger, Melanie J. Stokes, Alicia Anne Suarez

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 17th day of November, 2022



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Michael T. Porsch

Michael T. Porsch, Treasurer

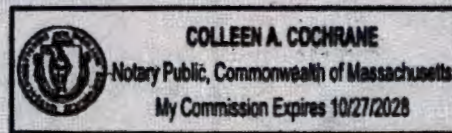
Corporate Seals

Commonwealth of Massachusetts
 County of Middlesex ss:

On this 17th day of November, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
 Notary Public Commission Expires: 10/27/2028



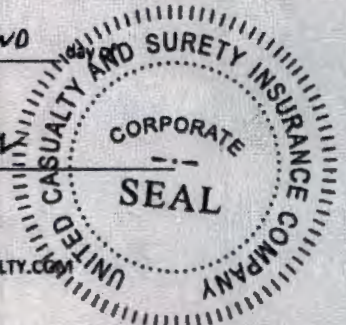
I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 2ND AUGUST, 2023.

Corporate Seals



Robert F. Thomas
 Robert F. Thomas, President



DocuGard 04541 – 6 Security Features

- Prints "VOID" on front when duplicated
- Blue background highlights erasure alterations
- Watermark on back can be seen when sheet is held on an angle
- Coin-reactive ink on watermark changes color when scratched with a coin
- Microtext border contains the DocuGard name and is difficult to copy
- Security Features Box lists tamper-resistant attributes

DocuGard 04541 – 6 Security Features

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CONSTRUCT CO.

Project Reference

Shell Harbor Marine Park

Located at 1800 Shell Harbor Rd, Pierson, FL 32180

Owner's Name: Volusia County

Owner's Representative: Gary Morton, Project Manager (no longer with County)
123 W Indiana Ave, 4th Floor Rm 402, Deland, FL 32720
(386) 736-5967 x13289, (386) 804-9229
gmorton@volusia.org

Alternate contacts:
Charles Conway, Sr Engineering Inspector
386-804-7403 c, 386-736-5967 o, cconway@volusia.org

Project Dates: June 2018 – September 2019

Project Initial Budget: \$1,797,175.00

Project Final Budget: \$1,885,460.79

Number of Change Orders: 2

Initial Substantial Completion Date: June 2019

Actual Substantial Completion: September 2019

Summary: Complete marine park renovation. Removal of existing boat ramp and construction of a paved access road, paved parking area, installation of stormwater system and new restroom building with ADA ramp, picnic area, sidewalk and a new public boat ramp with a floating dock and dredging of the connecting channel.

Additional References and Projects Photos available at www.ConstructCo-Inc.com



Project Reference

George Kennedy Memorial Park Seawall & Boat Ramp Repair / Replacement
Located at 103 N Riverside Dr, Edgewater, FL 32132

Owner's Name: City of Edgewater, FL

Owner's Representative: Samantha Bergeron, Project Manager
1108 S. Ridgewood Ave., Edgewater, FL 32132
386-424-2400 ext. 7201
sbergeron@cityofedgewater.org

Owner Contract or PO No: Contract #ITB 19-PR-016, PO #010242

Project Dates: January 7, 2020 – October 9, 2020

Project Initial Budget: \$1,250,410

Project Final Budget: \$1,377,360

Total Number and Value of Change Orders: 13, \$ 126,950

Summary: Demolition of the existing boat ramp, tending docks, timber observation dock and seawall concrete cap and deadman system and construction of a new boat ramp with floating accessory docks anchored with concrete pilings, a new timber observation dock and pavilion structure, repairs to the concrete bulkhead wall and construction of a new deadman system and concrete seawall. Additionally, parking lot improvements including installation of 21,500 SF of permeable parking and concrete curb.

Additional References and Projects iPhotos available at www.ConstructCo-Inc.com



CONSTRUCT CO.

Project Reference

Fort Matanzas Beach Ramp

Located at 8635 A1A S, St. Augustine, FL 32080

Owner's Name: St. John's County

Owner's Representative: Patrick Law, Project Manager
500 San Sebastian View, St. Augustine, FL 32084
904-484-8386
plaw@sjcfl.us

Project Dates: February 17, 2020 – May 13, 2020

Project Initial Budget: \$460,260

Project Final Budget: \$467,240

Number of Change Orders: 1

Summary: Installation of vehicular beach access ramp with FRP sheet pile walls with walers and tie-back anchor and underdrain system. Access ramp includes a concrete bulkhead cap and concrete traffic barrier.

Additional References and Projects Photos available at www.ConstructCo-Inc.com



CONSTRUCT CO.

Project Reference

Gee Creek and Howell Creek Erosion Control Project

Located at Multiple addresses, Casselberry FL

Owner's Name: City of Casselberry, FL

Owner's Representative: Kelly Brock
95 Triplet Lake Dr., Casselberry, FL 32707
407-262-7725 x1235
kbrock@casselberry.org

Owner Contract or PO No.: Project #PW1821

Project Dates: December 2018 – June 2019

Project Initial Budget: \$ 837,152

Project Final Budget: \$ 1,006,459

Total Number and Value of Change Orders: 4, \$ 169,307

Summary: Installation of stormwater restoration improvements in four locations within City limits including installation of gabion slope stabilization and reinforcement systems, articulated concrete block system (ACBs), extension of the existing stormwater drainage systems and outfall reconstruction and stabilization.

Additional References and Projects Photos available at www.ConstructCo-Inc.com



Project Reference

Ballard Park Dock Improvements

Located at 924 Thomas Barbour Dr, Melbourne, FL 32935

Owner's Name: City of Melbourne, FL

Owner's Representative: Tami Gillen, Assistant City Engineer
900 E. Strawbridge Ave., Melbourne, FL 32901
321.608.7311
tami.gillen@mlbfl.org

Owner Contract or PO No.: Project #10518, PO #19001378-05

Project Dates: July 15, 2019 – August 7, 2020

Project Initial Budget: \$628,628

Project Final Budget: \$718,495

Total Number and Value of Change Orders: 4, \$ 89,867

Summary: Demolition and replacement of two existing boat launch docks and boat ramp. Additional work included installation of 2,000 SF of articulated concrete block embankment stabilization.

Additional References and Projects Photos available at www.ConstructCo-Inc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2023

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

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


PRODUCER LassiterWare LLC 901 N. Lake Destiny Rd. Suite 110 Maitland FL 32751	CONTACT NAME: Kristin Tuhacek PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: KristinT@lassiterware.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Co.</td> <td></td> <td>41297</td> </tr> <tr> <td>INSURER B: Auto Owners Insurance Company</td> <td></td> <td>18988</td> </tr> <tr> <td>INSURER C: AGCS Marine Insurance</td> <td></td> <td>22837</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Scottsdale Insurance Co.		41297	INSURER B: Auto Owners Insurance Company		18988	INSURER C: AGCS Marine Insurance		22837	INSURER D:			INSURER E:			INSURER F:	
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INSURED Construct Co., Inc. 1510 East Colonial Drive Suite #300 Orlando FL 32803																					

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master w/Attach **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VRS0006627	04/24/2023	04/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			51-962912-00	09/14/2022	09/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ P.I.P. \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			VES0004116	04/24/2023	04/24/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor's Pollution Liability			VRS0006627	04/24/2023	04/24/2024	Each Pollution Condition \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(C)04/24/2023-04/24/2024 MXI9307982452464 Inland Marine Leased/Rented Equipment Limit \$525,000

CERTIFICATE HOLDER "For Information Only" xxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxx	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 
--	---

CERTIFICATE OF LIABILITY INSURANCE

Date
6/27/2023

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits												
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$												
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$												
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate												
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2023	01/01/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> WC Statutory Limits</td> <td style="text-align: center;"><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td colspan="2">E.L. Each Accident</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td colspan="2">E.L. Disease - Ea Employee</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td colspan="2">E.L. Disease - Policy Limits</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER		E.L. Each Accident		\$1,000,000	E.L. Disease - Ea Employee		\$1,000,000	E.L. Disease - Policy Limits		\$1,000,000
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E.L. Each Accident		\$1,000,000																
E.L. Disease - Ea Employee		\$1,000,000																
E.L. Disease - Policy Limits		\$1,000,000																

Other

Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 92-70-423

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Construct Co. Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name: FOR BID PURPOSES ONLY.

ISSUE 06-27-23 (PH)

Begin Date: 6/12/2016

CERTIFICATE HOLDER	CANCELLATION
CONSTRUCT CO. INC. 1510 E. COLONIAL DR, STE 300 ORLANDO, FL 32803	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



ADDENDUM #1

July 26, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-74 PORPOISE POINT DRIVE SHORE PROTECTION

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 Bid as provided in the Bid Documents.

Revisions/Clarifications:

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

1. The County is providing "EXHIBIT F – FDEP Permit – SJ-1624 AR MR – Modification of Notice To Proceed and Other Construction Activities Dated July 24, 2023"
2. The County is providing "EXHIBIT G – Terracon Geotechnical Engineering Report Dated January 29, 2023."
3. In Exhibit A, Section 01 50 02, remove paragraph 3.4.
4. In Exhibit A, Section 03 30 00 remove paragraph 3.3.A.
5. In Exhibit A, Section 31 37 00 paragraph 2.1 to read: **The name and location of the stone source the Contractor proposes for supplier of the Products will be submitted to the County and Engineer at the pre-construction conference, and at least 10 days prior to ordering stone materials. The County and/or Engineer will evaluate these sources as potential suppliers and determine if they are qualified for consideration under these Specifications. If the primary source is determined to be unqualified, subsequent sources will also be evaluated. Contractor shall select materials from an existing commercial source for which all operating permits have been obtained prior to bid opening. Contractor shall assure himself of availability of an adequate and acceptable material source based on quantity, quality, production rate, and gradation standpoints prior to submitting his bid.**
6. In Exhibit A, Section 31 37 00, replace paragraph 4.1 with the following:

4.1 MEASUREMENT

Quantities of rip rap satisfactorily placed and meeting the template requirements will be computed for payment based on the tonnage of stone delivered to the site as verified by truck weight tickets. Truck tickets shall be supplied for each truckload of rip rap delivered to the site. Individual truck identification and certified scale records along with Chain of Custody



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

Acknowledgment:



Signature

Lindsey Buchanan, Vice President

Printed Name/Title

Construct Co, Inc.

Respondent Company Name

Attachments:

1. Exhibit F – FDEP Permit – SJ-1624 AR MR – Modification of Notice To Proceed and Other Construction Activities Dated July 24, 2023
2. Exhibit G – Terracon GeoReport Dated January 29, 2021
3. Attachment “D” – License/Certification List

END OF ADDENDUM NO. 1



ADDENDUM #2

July 31, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-74 Porpoise Point Drive Shore Protection

This Addendum #2 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 Bid as provided in the Bid Documents.

Revisions/Clarifications:

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

1. Due to a conflict with the answer for Question 29 and Exhibit G - Terracon Geotechnical Engineering Report contained in Addendum #1, the response is revised to the following:
Answer: The Contractor shall submit a procedure for review and approval by the Engineer of Record (EOR). The Contractor should carefully consider the recommendations stated within the Exhibit G - Terracon Geotechnical Engineering Report to ensure the successful installation of sheet piles to the design tip elevation described in the plans.
2. Due to a conflict with the answer for Question 54 and Exhibit G - Terracon Geotechnical Engineering Report contained in Addendum #1, the response is revised to the following:
Answer: Yes, use Florida Department of Transportation (FDOT) Section 108 Monitoring Existing Structures for specifications.

SUBMITTAL DEADLINE FOR BIDS REMAINS, WEDNESDAY, AUGUST 2, 2023 AT 2:00 PM

Acknowledgment:

Signature
Lindsey Buchanan, Vice President

Printed Name/Title
Construct Co, Inc.

Respondent Company Name

Attachments: None

END OF ADDENDUM NO. 2

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

TABLE OF CONTENTS

- I. General Terms and Conditions
- II. Official County Bid Form
- III. Attachments:

Attachment "A" – St. Johns County – Schedule of Values
Attachment "B" – St Johns County Board of County Commissioners Affidavit
Attachment "C" – Certificate as to Corporate Principal
Attachment "D" – License/Certification List
Attachment "E" – List of Proposed Sub-Contractors/Suppliers
Attachment "F" – Conflict of Interest Disclosure Form
Attachment "G" – Drug Free Workplace Form
Attachment "H" – Claims, Liens, Litigation History
Attachment "I" – E-Verify Affidavit
Attachment "J" – Local Preference
Bid Bond
Sealed Bid Mailing Label

SEPARATE DOCUMENTS:

- EXHIBIT A – TECHNICAL SPECIFICATIONS (06/29/2023)
- EXHIBIT B – CONSTRUCTION DRAWINGS (05/18/2023)
- EXHIBIT C – POST NICOLE LIDAR SURVEY (05/16/2023)
- EXHIBIT D – FDEP PERMIT – SJ-1624 AR M1 (07/22/22)
- EXHIBIT E – FDEP PERMIT – SJ-1624 AR APPROVAL OF TIME EXTENSION (06/08/23)

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

Terms used within this Invitation for Bids (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise defined herein. Any definition provided herein, shall govern over the definitions provided in the Policy.

2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the 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.

3) BIDDER’S REPRESENTATION

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and 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 herein, or as otherwise provided in an Addendum. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

4) BID DOCUMENTS

The Bid Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing Division. The Bid Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of Bid Documents. The County, in making the Bid Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

5) INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact 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 or interpretation of the Bid Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the Bid Documents will be made by Addendum. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the Bid Documents by the County less than seven (7) days prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

6) 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 received by the Designated Point of Contact at least fourteen (14) calendar days prior to the submittal deadline for 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 testing data, and 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 must also be

included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager'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 must not rely upon approval made in any other manner.

7) DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this IFB is Richard E. Poulin Jr., Procurement Coordinator, St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed, *in writing*, via email to rpoulin@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 Diana Fye, Senior Procurement Coordinator at dfye@sjcfl.us or Bryan Matus, Senior Procurement Coordinator, at bmatus@sjcfl.us.

8) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact 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 under this IFB.

9) NON-MANDATORY PRE-BID MEETING

A Non-Mandatory Pre-Bid Meeting will be held on Tuesday, **July 18, 2023 at 10:30 AM EDST** in the Aviles Conference Room at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084. **Bidders are not required to attend the Pre-Bid Meeting, but it is strongly recommended by the County.** Bidders and sub-contractors are encouraged to visit the Project Site prior to the Pre-Bid Meeting in order to familiarize themselves with the site conditions.

10) 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 **Friday, July 21, 2023**, so that any necessary addenda may be issued in a timely manner. Any questions received after the above deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

11) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the Bid Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued 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, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Assistant Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

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.

12) BID SUBMITTAL REQUIREMENTS

The submittal deadline for Bids shall be no later than **2:00PM EST on Wednesday, August 2, 2023**. Bids must be

submitted to:

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

Each Bidder must submit one (1) original hard copy, and one (1) duplicate of their Bid, in a sealed envelope or container, and plainly marked with the Bidder's full legal company name, mailing address, and recite: "Bid No: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION". A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a fully copy of the Bid General Terms and Conditions.**

Bidder shall assume full responsibility for timely delivery of their submitted Bid at the location designated above for receipt of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the established submittal deadline will not be considered and will be returned to the sender unopened.

Bidders must only submit one (1) Bid in response to this IFB. 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 numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the Bid Form must be initialed by the signer of the Bid. Failure to do so may cause the Bid to be considered non-responsive.

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

Any submitted Bid must be signed by an approved representative of the Bidder, legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder, and must state the limits and duration of the delegation to the signing representative.

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

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

13) BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

14) 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.

15) 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 attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

16) CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly, immediately after the submittal deadline provided herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

Rejection of Bids: The County reserves the right to reject any or all Bids that are not materially responsive to 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, provided the minor formality or irregularity does not materially impact the submitted Bid.

Bid Award: It is the intent of the County to award to the lowest, responsive, responsible Bidder, or lowest responsive, responsible Local Bidder, based upon the Total Not-To-Exceed Bid Price.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Total Not-To-Exceed Price and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

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 the Bid re-advertised, in order to best serve the needs of the County.

17) LOCAL PREFERENCE

The County shall review all submitted Bids to determine whether or not there is a Local Business which submitted a Bid that is within ten percent (10%) of the responsive, responsible, low Bid, provided the low Bid is not from a verified Local Business. If so, the County shall verify the qualification requirements to validate the Bidder as a Local Business, in accordance with Section 16.3 of the Policy. If the lowest Bid from a responsible Local Business is responsive, and the Bid is within ten percent (10%) of the low Bid, the Local Bidder shall have forty-eight (48) hours from notification by the County, to agree, in writing, to match the low Bid amount. If the Local Bidder agrees to match the low Bid amount within the timeframe provided, the Local Bidder shall be awarded, provided they meet any and all other

requirements of the County. If the Local Bidder refuses, or fails to agree to match the Low Bid within the timeframe specified, the County shall consider the non-local low Bid for award.

18) BID SECURITY

Each submitted Bid must 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 Not-To-Exceed Bid Price submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the County 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 County, 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.

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 shall execute the bond on behalf of the Surety shall affix to the bond, a certified and current copy of the Power of Attorney. The Surety Company shall meet all requirements as provided below. Any Bidder submitting a Bid Bond (not a certified or cashier's check) must also submit **Attachment "C" – Certificate as to Corporate Principal**.

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

If this Bid is not accepted within ninety (90) consecutive calendar days of the submittal deadline for Bids, or if the Undersigned delivers the executed Contract, all required documents and the required Bond, as provided in the Bid Documents, the Security shall be returned to the Bidder within seven (7) business days of issuance of Notice to Proceed.

19) BID BOND INSTRUCTIONS

A Bid Bond submitted, on the form provided herein, must be completed as follows:

- Type or Print Bidder's and Surety's names, mailing addresses, in the same language as in the Bid Documents;
- Have authorized representatives of the Bidder and Surety/Surety's Agent sign in the designated spaces;
- Attach a copy of Surety agent's Power of Attorney with an original signature of the Secretary or Assistant Secretary of Surety certifying the copy, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, provide book and page number.
- Submit one (1) original and one (1) duplicate, as prescribed herein for Submittal of Bids.

20) SURETY REQUIREMENTS

Any Surety issuing a Bond to the County, must meet the following requirements:

- Surety must be licensed to do business in the State of Florida;
- Surety must have a record of successful continuous operations for at least three (3) years;
- 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;
- Surety must have fulfilled all of its obligations on all other bonds given to the County;
- Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

21) TAXES

Federal Excise and Florida Sales Tax, as well as any other applicable taxes, levies, duties, and assessments which Bidder is required to pay, must be included in the submitted Bids.

22) FORCE MAJEURE

Bidder pledges to perform the specified work barring any delays due to Force Majeure events, which are those events not reasonably foreseeable and beyond the control of both the Bidder and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, natural disasters, and other acts of God.

23) MINIMUM QUALIFICATION REQUIREMENTS

Bidders must be fully licensed and authorized to do business in the State of Florida, must be registered with the State of Florida, Division of Corporations, and must be currently licensed as a **Certified General Contractor** as of the submittal deadline for Bids.

The Bidder is to submit a list of any and all relevant experience within the last five (5) years with the proposed scope of work. The list must include the Client's information, total contract value, and completion timeframes. The County reserves the right to check any and all references.

Bidders shall provide proof of qualifications by completing and submitting **Attachment "D" – Licenses and Certification List** along with a copy of each license and certificate listed. All licenses and certifications must be valid and current as of the date the Bid is submitted.

Failure by a Bidder to demonstrate meeting or exceeding the minimum qualification requirements stated above shall be grounds for disqualification and removal from further consideration for award. The County reserves the right to request additional information regarding the qualification and experience of the Bidder in order to determine the responsibility of the Bidder to perform the specified work.

24) SUB-CONTRACTORS

Each Bidder shall identify any and all proposed sub-contractors and major material suppliers to be used if awarded a Contract, by completing and submitting **Attachment "E" – List of Proposed Sub-Contractors and Material Suppliers**. Bidders shall also include any and all licenses and certifications held by the proposed sub-contractors and material suppliers, as applicable, to demonstrate their qualifications for the portion(s) of work for which they are proposed. The County reserves the right to reject or disqualify any proposed sub-contractor or material supplier for failure to meet minimum qualification requirements, minimum experience requirements, or for previously documented failure to perform for the County. In the event the County rejects a proposed sub-contractor or material supplier, the County will notify the Bidder, in writing, and Bidder may, at their option, withdraw their Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in the submitted Bid Price. If Bidder fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may, at their option, disqualify the Bidder, at no cost to the County.

The County reserves the right to request additional information on any proposed sub-contractor and material supplier in order to determine whether or not the County finds them to be sufficiently qualified and responsible to satisfactorily complete the work for which they are proposed.

25) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Agreement, and in accordance with section 448.095, F.S., the awarded 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 (see **Attachment "I"**).

- 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 the awarded 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 the awarded Agreement 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 the awarded Agreement for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to the awarded Agreement the provisions contained herein regarding employment eligibility.

26) PUBLIC CONSTRUCTION BOND

The awarded 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 awarded 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.

The Public Construction Bond form will be provided to the awarded Contractor with the fully executed contract. The Contractor shall provide the recorded Public Construction Bond to the County within three (3) business days of receipt of the bond form and executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.**

Contractor shall record the Public Construction Bond with the St. Johns County Clerk of Courts, and obtain a certified copy of the recorded bond and provide to the SJC Purchasing Division. No work shall commence until the required bond has 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.

27) CONTRACT TIME

The Contractor shall have ten (10) business days from Contractor's receipt of Notice of Award, to sign and return the awarded Contract. The County intends to sign and return a fully executed Contract no later than seven (7) business days from receipt of all required documents from the Contractor, but no later than seventeen (17) consecutive calendar days from issuance of Notice of Award.

The Contract Time for completion of Work under the awarded Contract shall be commenced within ten (10) days of

the date provided in the Notice to Proceed. Construction of the project shall reach Substantial Completion within **one hundred fifty (150)** consecutive calendar days of the date provided in the Notice to Proceed, and shall reach Final Completion within **thirty (30)** consecutive calendar days of the date of Substantial Completion.

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 as determined by the following FDOT Standard Specifications for Road and Bridge Construction FY 2023-24 schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under.....	\$980
\$300,000 but less than \$2,000,000.....	\$1,699
\$2,000,000 but less than \$5,000,000.....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000.....	\$7,625
\$40,000,000 and over.....	\$10,467 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

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 the Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County’s rights of termination and Contractor’s obligation to complete the Work.

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 the completion of Work to withhold Liquidated Damages from the Contractor’s progress payments.

28) INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees 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.

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.

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.

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 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.

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.

Contractor shall procure and maintain during the life of the awarded 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 required insurance limits identified 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.

30) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Unless otherwise provided by the County, the Agreement for completion of the specified work shall be written on the County's Master Construction Agreement.

31) 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 the awarded Contract. The awarded Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

32) 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.

33) 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.

34) TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

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) Electrocuting Hazards.

35) 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.

36) TEMPORARY TRAFFIC CONTROL (TTC) / MAINTENANCE OF TRAFFIC (MOT) (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

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 employee 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.

37) OWNER DIRECT PURCHASES

St. Johns County reserves the right to Owner Direct Purchase materials or equipment in accordance with Section 6.2.12 of the Policy, or implement other means in order to achieve related sales tax and other cost savings.

38) 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.
- C. 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.
- D. 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, Phone: (904) 209-0805, Email: publicrecords@sjcfl.us

END OF SECTION

BID NO: 23-74

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

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name of Bidder

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents entitled for **BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to complete the required Work for the following Total Not-To-Exceed Bid Price:

TOTAL NOT-TO-EXCEED BID PRICE:

\$ _____
Total Not-To-Exceed Bid Price (Written in Numerals)

\$ _____ /Dollars
Total Not-To-Exceed Bid Price (Written in Words)

BID ALTERNATE:

BID ALTERNATE #1 – EXCAVATION AND DEBRIS REMOVED

\$ _____
Total Bid Alternate #1 Price (Numerical)

END OF BID FORM

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

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

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

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

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this submitted Bid, as principals, and that this Bid is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, is thoroughly familiar with, and has incorporated the requirements and specifications of the Bid Documents in this submitted Bid.

The Undersigned certifies that a full examination of the locations of the required work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all work in accordance with all requirements specified in the Bid Documents.

The Undersigned declares that the statements and representations made in this Bid are true in every respect and that the Bid is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this Bid or in any profits expected to accrue therefrom.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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: _____

ATTACHMENT "A"
St. Johns County – Schedule of Values

Item	Description	Units	Quantity	Unit Cost	Total Extended Cost
Lump Sum Items					
1	Mobilization/Demobilization ¹	LS	1		\$
2	Pre-construction survey, post-construction survey, and as-built survey ²	LS	1		\$
3	Steel sheet pile seawall ³	LS	1		\$
4	Reinforced concrete seawall cap ⁴	LS	1		\$
5	Beach Compatible fill ⁵	LS	1		\$
Unit Cost Item					
6	Rip Rap ⁶	Ton	82	\$	\$
Total Not-to-Exceed Bid Price				\$	
Alternate #1					
7	Excavation and debris removed ⁷	LS	1		\$

Notes:

1. Exhibit A - Technical Specifications – Section 1.2.1B.
2. Exhibit A - Technical Specifications – Section 1.2.1C.
3. Exhibit A - Technical Specifications – Section 1.2.1E
4. Exhibit A - Technical Specifications – Section 1.2.1F
5. Exhibit A - Technical Specifications – Section 1.2.1H
6. Exhibit A - Technical Specifications – Section 1.2.1G
7. Exhibit A - Technical Specifications – Section 1.2.1D

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "B"
ST. JOHNS COUNTY AFFIDAVIT

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, 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 firm of _____ (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for Bid No: 23-74 PORPOISE POINT DRIVE SHORE PROTECTION, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm, or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Bid. Furthermore, neither the Bidder 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 & Title of Affiant

Full Legal Name of Bidder

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. Type and number of I.D. produced: _____.

Notary Public

My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

ATTACHMENT "C"
CERTIFICATE 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 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 _____, 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: _____.

Notary Public
My Commission Expires: _____

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

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "E"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIER LIST

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Bidder is NOT a Local Business, and/or is NOT self-performing at least 50% of all Work specified under this solicitation, the Bidder must utilize qualified Local Businesses to complete a minimum of 50% of all Work. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Work/Services

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "F"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (BID) Number/Description: Bid No: 23-74 PORPOISE POINT DRIVE SHORE PROTECTION

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 Bidder'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.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. 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 Bidder 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 Bidder, 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.

Full Legal Name of Bidder: _____

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

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

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 to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

ATTACHMENT "H"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

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 subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

2. List all pending litigation and or arbitration.

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

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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

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

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

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

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. Bidder 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., Bidder 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 Bidder 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. Bidder 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. Bidder 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 Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Bidder's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

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: _____

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "J"
LOCAL PREFERENCE

Bidders must complete and submit **Attachment J**, indicating whether or not the Bidder is submitting for consideration of Local Preference. Any Bidder that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Bidder as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment J.

Any Bidder submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

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

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

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

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

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

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

Signature – Authorized Representative

Printed Name & Title

Date of Signature

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

BID BOND

STATE OF _____

COUNTY OF _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ (Full Legal Name of Bidder) as Principal, at _____ (Address) and _____ as Surety, hereby hold and firmly bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, by these presents, unto St. Johns County, Florida, as Obligee, in the penal sum of five percent (5%) of the Not-To-Exceed Bid Price, or _____ Dollars (\$ _____) lawful money of the United States.

WHEREAS, the Principal has submitted a Bid for **Bid No: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION** dated _____, 2023:

- (a) If the Principal shall not withdraw said Bid within ninety (90) days of the opening of Bids by the Owner, and shall enter into a written Contract with the County within ten (10) business days after prescribed forms are provided to Principal for signature, in accordance with the Bid Documents, 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 effect.
- (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, the Principal shall pay the County the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, of 2) the difference between the amount specified in the Principal's Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid including the administrative costs to effect such contract, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have signed and sealed this instrument under their several seals, on this _____ day of _____, 20____, the name and corporate seal of Principal and Surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 23-74

WITNESSES:

PRINCIPAL:

Full Legal Name of Principal

Signature of Authorized Officer

Printed Name & Title of Signing Officer

Mailing Address

City, State, Zip Code

Email Address of Signing Officer

SURETY:

Full Legal Name of Surety

Signature of Authorized Surety Agent

Mailing Address of Local Agency

City, State, Zip Code

Email Address of Surety Agent


Attorney-In-Fact Signature

SEALED BID MAILING LABEL

SEALED BID • DO NOT OPEN	
IFB NO.:	<u>23-74</u>
IFB TITLE:	<u>PORPOISE POINT DRIVE SHORE PROTECTION</u>
SUBMITTAL DEADLINE:	<u>By 2:00PM – August 2, 2023</u>
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



ADDENDUM #1

July 26, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-74 PORPOISE POINT DRIVE SHORE PROTECTION

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 Bid as provided in the Bid Documents.

Revisions/Clarifications:

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

1. The County is providing "EXHIBIT F – FDEP Permit – SJ-1624 AR MR – Modification of Notice To Proceed and Other Construction Activities Dated July 24, 2023"
2. The County is providing "EXHIBIT G – Terracon Geotechnical Engineering Report Dated January 29, 2023."
3. In Exhibit A, Section 01 50 02, remove paragraph 3.4.
4. In Exhibit A, Section 03 30 00 remove paragraph 3.3.A.
5. In Exhibit A, Section 31 37 00 paragraph 2.1 to read: **The name and location of the stone source the Contractor proposes for supplier of the Products will be submitted to the County and Engineer at the pre-construction conference, and at least 10 days prior to ordering stone materials.** The County and/or Engineer will evaluate these sources as potential suppliers and determine if they are qualified for consideration under these Specifications. If the primary source is determined to be unqualified, subsequent sources will also be evaluated. Contractor shall select materials from an existing commercial source for which all operating permits have been obtained prior to bid opening. Contractor shall assure himself of availability of an adequate and acceptable material source based on quantity, quality, production rate, and gradation standpoints prior to submitting his bid.
6. In Exhibit A, Section 31 37 00, replace paragraph 4.1 with the following:

4.1 MEASUREMENT

Quantities of rip rap satisfactorily placed and meeting the template requirements will be computed for payment based on the tonnage of stone delivered to the site as verified by truck weight tickets. Truck tickets shall be supplied for each truckload of rip rap delivered to the site. Individual truck identification and certified scale records along with Chain of Custody



documentation must accompany each truck delivery. The Engineer may utilize surveys, field measurements or other means to verify the rip rap was placed within the templates. No payment will be provided for stone placed above the tolerance, or outside of the template. Any material placed above the tolerance may be left in place at the discretion of the Engineer.

7. Remove Attachment "D" published in the original Bid Document and replace with Attachment "D" contained in this addendum.

Questions/Answers:

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

1. Can shear studs be made out of 3/4" rebar?

Answer: Studs can be of weldable rebar.

2. What is the anticipated start date of this project?

Answer: The FDEP CCCL permit generally does not authorize construction seaward of the dune crest between May 1 and October 31 due to sea turtle nesting season. However, on July 24, 2023 FDEP issued a permit modification with a one-time allowance for construction to commence on September 1, 2023 with additional special conditions related to sea turtles (Exhibit F). As of July 24, 2023 there are no nests on site. The County has and will continue to coordinate with the FWC Marine Turtle Permit Holder for daily nesting surveys.

For the purposes of the Contractor's bid, the following should be assumed:

- Notice of Award will be issued on or about August 26, 2023,
- Contract executed on or about September 9, 2023,
- NTP issued on or about September 23, 2023,
- Construction commence immediately in accordance with the permit modification described above.

These dates listed are estimates. The current schedule is considered aggressive, and delays could prolong the issuance of the Notice of Award as well as the Notice To Proceed for this project.

3. Does this project have to follow the sea turtle work restrictions listed on Page 2 of the FDEP Permit, note 5. "No construction, operation, transportation, or storage of equipment or materials is authorized on marine turtle nesting habitat (sandy beach) during nesting season of May 1 thru October 31"?

Answer: See response to question 2 above.

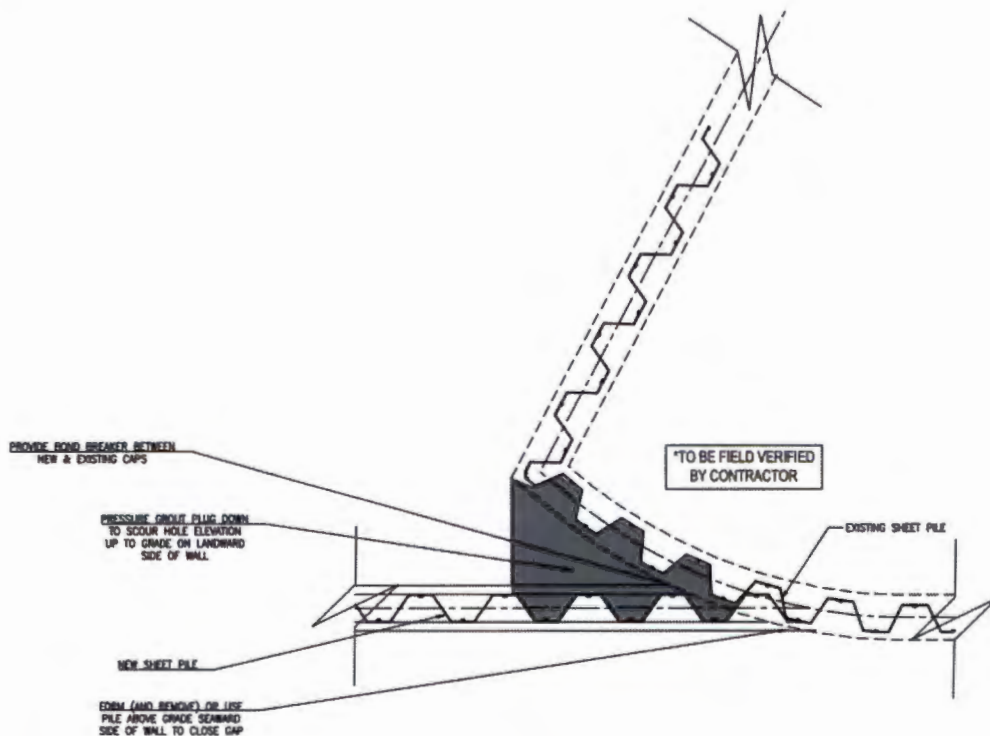


4. In relationship to the new designed 172' seawall, where does the sandy beach start? Reference sheet S-101, and please clearly designate the area on a revised plan sheet and issue with the addendum.

Answer: For the purposes of this permit condition, no construction or equipment is permitted seaward of the Seasonal Mean High Water Line (SMHWL) or Edge of Vegetation, whichever is further landward, between May 1 and October 1, except as otherwise modified as described in the response to question 2 above.

5. Reference sheet S-100. Please provide a detail for the tie in construction requirements at the south end of the new 172' wall to the existing property owner's seawall (maybe a concrete closure pour or similar).

Answer: Contractor should plan to install the sheet pile as close as possible to the existing seawall. To bridge the gap between the new sheet pile and the existing seawall, two methods will be considered: using a grout sock or a concrete enclosure. However, before proceeding with the actual construction, the contractor is required to submit their proposed tie-in conditions to the Engineer for approval. The sketch provided below is for informational purposes only and is similar to the tie-in solution envisioned although the alignments are different.





6. Reference the project specifications section 01 50 02, article 3.2.1, is the Contractor required to submit an MOT plan to the County for approval? If so, what are the MOT requirements (please provide a County or FDOT Index).

Answer: The contractor is required to submit a MOT plan for approval by the County. At a minimum, the plan should include lead-up signs. If the Contractor desires, the County may allow the closure of the westbound lane of Porpoise Point Dr., starting from the intersection of Genoa Rd and Porpoise Point Dr., and ending at the project site. Contractor is required to allow egress/ingress for resident property owners. Type III barricades are to be used in the event of road closures and the closed lane shall be marked with channelizing devices.

FDOT indices that may apply to this project, dependent upon the contractors Work Plan, include:

- **Index 102-601 – Assumes work outside the shoulder to construct the seawall adjacent to the dead-end street**
 - **Index 102-602 – Work Adjacent to the Shoulder – could be needed depending on the contractor’s planned work plan.**
 - **Index 102-603 – Work on the 2-way street – may be needed for the transport of materials and/or staging on at or along the roadway**
 - **Index 102-604 – Required for advanced work zone notice from the intersection at Porpoise Point Drive and Genoa Rd intersection**
 - **Index 102-625 – Required if the contractor needs to temporarily close the road (in consultation with the County).**
7. Reference the project specifications section 01 50 02, article 3.4, is the Contractor required to provide a climate-controlled office trailer for the County?

Answer: A climate-controlled office trailer is not required.

8. Reference the project specifications section 03 10 00, article 1.5.A.3.a., can the Contractor design his own formwork, and the submittal of the qualifications requirement be deleted, or must a 3rd party design the formwork?

Answer: Contractor may do own formwork.

9. Reference the project specifications section 03 10 00, article 1.5.A.3.b., what is needed by the Contractor to satisfy this requirement – submittal of Manufacturer’s Certificate of Proper Installation?

Answer: Provide Form Release Data/Material Cut Sheet



10. Reference the project specifications section 03 39 00, article 3.1.A.2., is a 14 day wet cure required for the caps? If so, the wet cure effort may become the critical path of the project, and could be costly.

Answer: No, the Contractor may submit curing method and procedure for approval.

11. Reference the project specifications section 03 39 00, article 3.3.A, what manufacturer's representatives are required for site visits, and must be certification of proper installation?

Answer: N/A - Remove specification 03 30 00, Article 3.3.A in its entirety.

12. Reference the project specifications section 31 37 00, article 2.1, is the Contractor required to submit along with his bid the name and location of the stone source/supplier for the rip rap?

Answer: See response to item #5 under Revisions/Clarifications of this addendum.

13. Reference the project specifications section 31 37 00, article 3.2.12, is chinking of the designed rip rap installation required?

Answer: Yes, chinking in accordance with 31 37 00, Article 3.2.12 is required.

14. If chinking is required, please provide a quantity and gradation required for the chink stone.

Answer: Of the 82 Tons of stone, approximately 85% is estimated to be armor stone, and 15% is estimated to be chinking stone. As the rip rap tie-in will be field fit based upon the subsurface conditions encountered at the jetty tie-in, the quantities are approximate. The chinking stone shall meet the same material properties as the armor stone. The chinking stone shall be 50 to 200 lbs, with 50% being greater than 100 lbs. The Contractor shall not order the stone until additional investigations are done onsite once mobilized to better confirm the subsurface conditions at the tie in.

15. If chinking is required, how is the Contractor compensated for the chinking effort? What item on the existing bid form, or a new item?

Answer: All stone (armor and chinking) will be paid for under bid item 6 "Rip Rap".

16. Reference the project specifications section 31 37 00, article 4.1. If the delivered rip rap is not measured and evaluated based on truck delivery tickets, please clearly identify how the rip rap installed will be measured, and documented for payment, including conversions from volume to weight, and accepted as meeting the Contract document requirements.

Answer: See response to item #6 under Revisions/Clarifications of this addendum.



17. Reference the project specifications section 31 41 16, article 1.2.B.9 – Daily Log and Record. Are signed and sealed pile logs required?

Answer: No, signed and sealed pile logs will NOT be required.

18. Reference question #19. If signed and sealed pile logs are required, this could become a significant expense to the Contractor and passed on to the County within its bid, since an engineering company will be required to be on site continuously during pile installation to certify (sign and seal) the installation logs.

Answer: Signed and sealed pile logs will NOT be required.

19. Reference the project specifications section 31 41 16. Please confirm the steel sheet piles are not coated.

Answer: Coating of the sheet piles will not be required.

20. Please designate the required 28 day minimum compressive strength of the concrete. The specifications state 4,000psi (03 30 00 – 2.2.A.5) and the drawings state 5,000psi (sheet G-001).

Answer: 4000psi is acceptable.

21. Reference plan sheet G-001. Note 1 under PILE INSTALLATION states the “Contractor shall follow driving recommendations stated in the final Geotechnical Report prepared by Terracon”. Please provide these recommendations or the Final Geotechnical Report.

Answer: Exhibit G Terracon GeoReport is attached.

22. Plan sheet S-101 calls for (38) pairs of PZ35 SSP, approximately 172’. Based on the width of the PZ35 sheets it appears +/- 46 pairs of sheets are required. Please confirm.

Answer: It is confirmed that the amount of pairs listed should be +/-45/46 pairs.

23. Will the Project require a St Johns County Building Permit?

Answer: Yes.

24. If the Project will require a County Permit, what are the fees based on a project value of \$400,000.00?

Answer: Based on a \$400,000 budget the fee will be \$1,121.35, that is with a 30% reduction. This fee was provided by the building services department.

<https://www.sjcfl.us/BuildingServices/>



25. The cross sections and details on sheets S-200 and S-300 depict that the backside of the cap is buried in “new backfill”, and the entire bottom of the cap is at the same elevation as the existing or proposed grade. Since the bottom (soffit) of the concrete cap is not exposed to view, is it acceptable to pour the cap directly on compacted backfill/existing sand? The sides of the caps will still require sideforms. Pouring the cap on compacted fill material is more economical than installing a formed bottom/soffit.

Answer: No, pouring the cap directly on compacted backfill/existing sand is not acceptable.

26. Is a marine contractors license OK for this job?

Answer: Yes, a Florida Licensed Marine Contractor may complete this job.

27. This item should not be included in our bid correct? The Contractor shall furnish at the job site for use by the County, a desk inside a climate-controlled office trailer with access to power and a color printer capable of printing on 11”x17” paper.

Answer: A climate-controlled office trailer is not required.

28. Will the owner supply engineering for the sheet pile tie-in to the existing wall or will the contractor be responsible for supplying engineering for the tie-in?

Answer: See response to Question 5 above. The Contractor will be responsible for proposing the tie in solution and materials by way of a shop drawing and materials list, for approval by the Engineer, based on site conditions encountered during construction.

29. The Means & Methods of installing the sheet pile are solely up to the contractor.

Answer: Correct, contractor is to establish their best approach to constructing the seawall as detailed in the plans and specifications.

30. Is a drawing available for the existing seawall that the sheet pile ties to?

Answer: See response to Question 5 above.

31. Bid Documents: Governing Laws & Regulations state that the Contractor is to comply with all laws and regulations of the State and the County. The Work Restrictions in the Technical Specification allow the Contractor to work 07:00 to 19:00 Monday thru Saturday, including Holidays. Are there any County ordinances that would contradict those restrictions?

Answer: There are no County ordinances that would contradict the proposed work restriction.

32. Technical Specifications: Repeatedly throughout the specification, it is stated that the reference codes and manuals used for the project are to be the latest edition on the date of contract



award. Though it is doubtful that a revision would be issued between the bid date and contract award, the contractor can only be responsible for Standards that were available at the time of the RFP submittal. Please consider changing this language.

Answer: Codes and manuals referenced at the time of bid will be used as the standards the contractor will be held to.

33. Technical Specifications: Section 01 11 00 Summary of Work, i. Section 1.2 Work Covered by Contract Documents, 1.2.1 Project Description, Paragraph D, Excavation & Debris Removal, is the approximately 200 CYs of rip rap to be removed the alternate bid quantity or is that the assumed quantity that is to be expected in areas to -5.0'?

Answer: During the geotechnical borings, rock was encountered at Boring 3 (south end), indicating the presence of rip rap material. Based on the geotechnical data and the defined limits of anticipated rock, a quantity of up to 200 cubic yards (CY) of rip rap is approximate and to be used in preparing the bid. The 200 CY was derived as 4 ft depth of rock removal by the footprint area shown in the plans. This is based upon boring, B-3, the top existing rock is expected at elevation of approximately -1 ft NAVD. The -5.0 feet NAVD elevation was determined based on historical knowledge of typical rip rap designs for the area. Contractor should expect variability in elevations, as the as-built condition for existing rip rap is unknown.

34. Technical Specifications: Section 1.3 Work restrictions, 1.3.1 states that no work seaward of the dune crest between May 1st and October 31st. Where is the dune crest located?

Answer: For the purposes of this permit condition, no construction or equipment is permitted seaward of the Seasonal Mean High Water Line (SMHWL) or Edge of Vegetation, whichever is further landward, between May 1 and October 1, except as otherwise modified as described in the response to question 2 above.

35. Technical Specifications: Section 01 22 00 Measurement & Payment, Section 1.3 Unit Price Payments, 1.3.1 Rip Rap, Paragraph A state that the unit price is Tons but that the quantity placed will be based on a CY volume. How is the County going to quantify the volume? Numerous variables make this an inaccurate method of payment.

Answer: See response to item #6 under Revisions/Clarifications of this addendum.

36. Technical Specifications: Section 01 50 02 Temporary Construction Facilities, Section 1.4 Work and Access Area, 1.4.1 Staging and Access Area, Paragraph B, states that the Contractor is responsible for procuring access areas. Are there any county-owned areas adjacent to the site that can be used for laydown?



Answer: The only area the County has to offer is the road leading up to the project area (From Genoa to the project area). The Contractor can use half the driving lane without blocking access for property owners.

37. Technical Specifications: Section 01 57 20 Environmental Protection, Section 3.1 Protection of Environmental Resources, 3.1.3 Preservation and Recovery of Historic, Archeological, and Cultural Resources states that the contractor may be directed to stop work for a period of time. If something is discovered, would this event be considered a Force Majeure event or a differing site condition?

Answer: The county would refer to Part 1 – General Terms and Conditions, Paragraph 22 of the bid documents as a Force Majeure event, “which are those events not reasonably foreseeable and beyond the control of both the bidder and County.”

38. Technical Specifications: Section 01 71 13 Mobilization and Demobilization, Part 1 General, Paragraph 1.3 Justification of Mobilization Costs, implies that after the project is awarded, the County can arbitrarily decide that the costs associated with that Bid Item are unreasonable and pay actual costs. Mobilization / Demobilization is a Lump Sum Bid Item on the Bid Form. Will the County consider removing this language, and if not, can a more specific definition of mobilization be provided? If this is a Lump Sum contract awarded on the basis of the lowest cost, then it is contradictory to reduce a lump sum item after the award.

Answer: No change. Per Section 01 22 00, Article 1.2.1, Mobilization is considered complete with equipment specified in the bid are on site and on-site work has been completed for at least 3 consecutive days. The onsite work could include excavation of rip rap (bid option), staging of sheet piles onsite, or similar. The lump sum cost will not be reduced in any case. Only the percentage paid for mobilization versus demobilization may be adjusted after award. If the County and/or Engineer believes the amount in the lump sum item for mobilization/demobilization does not bear a reasonable relation to the cost of the Work in this Contract (i.e. the bid was front loaded), they may request cost justification to demonstrate the basis for the mobilization cost.

39. Technical Specifications: Section 03 39 00 Concrete Curing, Is there adequate water supply adjacent to the site to provide fourteen days of continuous water on the concrete?

Answer: There is no County water supply in the area. Contractor will be required to means and method for obtaining and dispersing water.

40. Technical Specifications: Section 31 00 00, Earthwork, Subsection 2.12 Field Quality Control, does the County want to pay for the testing of sand lifts? Additionally, it calls for the sand to achieve 98% compaction. This can be achieved for testing purposes but cannot be maintained.

Answer: No. Contractor will conduct in best practice to achieve compaction for back fill material. However, no testing of sand lift will be required.



41. Project Plans: General Note 3: Please clarify the contractor's responsibility to prevent shoreline erosion.

Answer: The contractor is required to implement best management practices throughout the construction project. The intent of this note is to say that it is the contractor's responsibility to protect the work-in progress, exposed (excavated) soil areas, and stored materials from tidal and erosive conditions.

42. Project Plans: General Note 5: Please clarify signage as "required by the Project Representative."

Answer: A project information sign (language to be coordinated with the county) and any signage required by the permit and specs.

43. Project Plans: Need the Geotechnical Report.

Answer: Exhibit G Terracon Geotechnical Engineering Report is attached.

44. Project Plans: No weld detail is specified for the shear studs; what weld detail do you want? Can a stud gun be used?

Answer: Yes, a stud gun can be used.

45. Project Plans: Detail must be provided for the tie into the neighboring property to the south. Please give something to price.

Answer: See response to Question 5 above.

46. Project Plans: Rip Rap Removal, is the -5.00 elevation for rip rap removal an average, meaning we could have to excavate deeper? If not, and material is present below the -5.00 elevation, is this considered a DSC?

Answer: See response to Question 33 above. The -5.0 feet NAVD elevation was determined based on historical knowledge of typical rip rap designs for the area. Contractor should expect variability in elevations, as the as-built condition for existing rip rap is unknown.

47. Quantify rip rap to be installed at the north end?

Answer: The estimated quantity of rip rap is 45 CY / 82 Tons. As the rip rap tie-in will be field fit based upon the subsurface conditions encountered at the jetty tie-in, the quantities are approximate. The Contractor shall not order the stone until additional investigations are done onsite once mobilized to better confirm the subsurface conditions at the tie in. As the quantity of rip rap is an estimate, this work is bid on a unit cost basis.

48. Survey Notes Section on Plan Sheet?



Answer: The original 2020 survey is shown on the construction plans, with the 2022 lidar data presented in Exhibit C.

49. What is the expected quantity of rip rap to be removed for sheet pile installation?

Answer: See response to Question 33 above.

50. What is the expected quantity of backfill to replace removed rip rap?

Answer: Per Demolition Note 2 of the project plans, contractor to fill excavated locations back to existing grade or to proposed grade where required. The (beach compatible) fill is considered ancillary to the rip rap excavation in the bid.

51. Summary of work Item 1.2.1 D Excavation and Debris (Rip-rap removal) is this item referencing the buried rip rap encountered during borings or other rip rap located on site? If other, please provide the location of the existing rip rap to be removed.

Answer: Work Item 1.2.1 D Excavation and Debris involves the removal of debris including but not limited to existing rip-rap that would be encountered during the installation of the sheetpiles.

52. Does the County wish to utilize excavated rip rap elsewhere on the project site or should bidders include the price to haul material of site for disposal.

Answer: Bidders should include the price to haul material offsite and lawfully dispose of it.

53. Please specify what type and size rip rap is to be used for Rip Rap installation.

Answer: Refer to specifications Section 31 37 00 RIP-RAP.

54. Is vibration monitoring required? If so, please provide specifications.

Answer: No, however please refer to FDOT Section 108 Monitoring Existing Structures for specifications.

55. Is a pre and post construction survey required for the adjacent property/properties?

Answer: Yes, Surveys shall extend at least 100 ft beyond the work limits in any direction.

56. Substitution of Steel Sheet Pile material for EverComp 80.5 Fiber Reinforced Polymer (FRP) sheet piles for convenience; proposed due to the possibility of offering substantial advantages to the Project.



- a. The submitter has investigated the proposed product and determined that it meets or exceeds the quality level of steel as well as all other specifications required on the bid document.
- b. FRP sheet piles are corrosion resistant, reducing the environmental impact of the project.
- c. FRP sheet piles are 70 percent lighter than steel, making it simple and safer to handle, transport and install the material. This will save overall time and cost on the project.

Reference Standards

- a. EverComp 80.5 Property Sheet Pile
Manufacturer
A. FRP Sheet Piles:
 1. Everlast Synthetic Products, LLC
 2. Or Approved Equal

Upon conducting a more detailed review, it has been concluded that while the proposed option may be suitable under normal conditions, it falls short when considering the extreme or ultimate scour depth conditions. Due to the highly dynamic nature of the site, it is expected that scouring will occur, which could significantly impact the effectiveness and stability of the proposed alternative. In light of the anticipated scouring and the potential risks associated with extreme conditions, the proposed alternative will not be approved as a substitution.

57. Reference the bid form (St Johns County-Schedule of Values), ATTACHMENT A page 18. Is the “basis of award of the contract” to the contractor with the lowest total of Items 1 thru 6? Or is Item 7 (Alternate 1) factored into the total price for award?

Answer: As stated in paragraph 16 of the bid document: “Bid Award: It is the intent of the County to award to the lowest, responsive, responsible Bidder, or lowest responsive, responsible Local Bidder, based upon the Total Not-To-Exceed Bid Price. The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Total Not-To-Exceed Price and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.”

58. Reference the project specifications section 31 37 00, article 2.1, where on the bid form does the Contractor list the stone source/supplier of the rip rap?

Answer: The stone source/supplier of the rip rap shall be listed on Attachment “E” of the bid document.

59. Reference the project specifications section 31 37 00, article 2.1, is a bidder disqualified if he does not submit the stone source/supplier along with his bid?

Answer: Including the stone source with the bid is no longer required. However, the stone source must be provided at least 10 days prior to ordering stone materials as indicated under the (Revisions/Clarifications section item number 5 of this addendum).



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

Acknowledgment:

Signature

Printed Name/Title

Respondent Company Name

Attachments:

1. Exhibit F – FDEP Permit – SJ-1624 AR MR – Modification of Notice To Proceed and Other Construction Activities Dated July 24, 2023
2. Exhibit G – Terracon GeoReport Dated January 29, 2021
3. Attachment “D” – License/Certification List

END OF ADDENDUM NO. 1

BID NO: 23-74; PORPOISE POINT DRIVE SHORE PROTECTION

ATTACHMENT "D" (REVISED PER ADDENDUM #1)
LICENSE / CERTIFICATION LIST

Bidder shall list all **current** licenses and certifications held by the firm and/or Key Personnel of the Bidder. Failure to demonstrate any required licenses or certifications which are stated as a minimum qualification, shall be grounds for disqualification and removal from further consideration. A copy of each license or associated document(s) shall be attached to this form and submitted with the Bid.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License			
FL Certified General Contractor's License			
FL Licensed Marine Contractor			



ADDENDUM #2

July 31, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-74 Porpoise Point Drive Shore Protection

This Addendum #2 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 Bid as provided in the Bid Documents.

Revisions/Clarifications:

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

1. Due to a conflict with the answer for Question 29 and Exhibit G - Terracon Geotechnical Engineering Report contained in Addendum #1, the response is revised to the following:
Answer: The Contractor shall submit a procedure for review and approval by the Engineer of Record (EOR). The Contractor should carefully consider the recommendations stated within the Exhibit G - Terracon Geotechnical Engineering Report to ensure the successful installation of sheet piles to the design tip elevation described in the plans.
2. Due to a conflict with the answer for Question 54 and Exhibit G - Terracon Geotechnical Engineering Report contained in Addendum #1, the response is revised to the following:
Answer: Yes, use Florida Department of Transportation (FDOT) Section 108 Monitoring Existing Structures for specifications.

SUBMITTAL DEADLINE FOR BIDS REMAINS, WEDNESDAY, AUGUST 2, 2023 AT 2:00 PM

Acknowledgment:

Signature

Printed Name/Title

Respondent Company Name

Attachments: None

END OF ADDENDUM NO. 2

TECHNICAL SPECIFICATIONS

FOR

**Porpoise Point Drive Shore Protection
St. Augustine
St Johns County, FL**

Issued for Construction

May 2023

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SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.1 PROJECT INFORMATION

- a. Project Name: Porpoise Point Drive Shore Protection Project
- b. Owner: St. Johns County (County), 500 San Sebastian View, St. Augustine, Florida 32084
- c. Engineer: The contract documents were prepared for this project by Atkins North America, Inc (Atkins). Atkins will be managing and overseeing construction operations on behalf of the County.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

A. General

The project generally consists of the installation of approximately 172 linear feet steel sheet pile with reinforced concrete cap and additional revetment. The seawall will cross the Porpoise Point Drive and tie into an existing seawall to the south and existing revetment to the north. The Work to be performed under these Drawings and Specifications consists of furnishing all labor, materials, and equipment for performing all Work required for mobilizing, demobilizing, conducting surveys, excavation and debris removal, seawall installation, rip rap placement, grading and site restoration, in accordance with these Specifications and in conformity to lines, grades, and elevations shown on the Drawings or as directed by the Engineer. Major work items are further described below.

B. Mobilization and Demobilization

Work and operations necessary for movement of personnel, equipment, supplies and incidentals to and from the project site; the establishment of offices and other facilities necessary for the Work on the project; the cost of bonds and any required insurance; and other pre-construction expenses necessary for start of the Work, in accordance with Section 01 71 13 – MOBILIZATION.

C. Construction Surveying

Survey work shall be performed by a qualified surveyor for all topographic surveys. Survey work includes establishment of survey control, staking, structure condition surveys, pre-construction surveys, progress surveys, acceptance surveys, and post-construction surveys, in accordance with Section 01 71 23.16 – CONSTRUCTION SURVEYING.

D. Excavation and Debris (Rip-Rap) Removal

The County is planning to remove the anticipated debris (Rip-Rap) from the project site prior to this project constructions. To prevent project delay, the County has included a Bid Option for the cost associated with the excavation and removal of debris by the Contractor if the County is unable to complete the task themselves. This work includes excavation of rip rap and sand to the lines and grades shown in the Plans as needed for seawall installation. All beach compatible sand excavated shall be retained and stockpiled onsite for replacement following seawall installation. Approximately 200 CY of rip rap requires removal. All rip rap and other unsatisfactory material (e.g. trash, debris and non-beach compatible material) shall be removed from the site and lawfully disposed of. All excavation work shall be in accordance with Section 31 00 00 EARTHWORK.

E. Steel Sheet Pile seawall

The Work consists of furnish, delivery and installation of steel sheet pile seawall (5,160 SF, PZ-35 or approved equivalent) to the lines and grades as specified in the Plans and these specifications, per Sections 31 41 16 Steel Sheet Piling and 05 05 23 Welding.

F. Reinforced Concrete Seawall Cap

The Work consists of furnish, delivery and installation of reinforced concrete cap (approximately 57 CY) to the lines and grades as specified in the Plans and these specifications, per Sections 03 10 00 CONCRETE FORMING AND ACCESSORIES; 03 20 00 CONCRETE REINFORCING STEEL; 03 30 00 CAST-IN-PLACE CONCRETE; and 03 39 00 CONCRETE CURING.

G. Rip Rap

The Work consists of furnish, delivery and installation of approximately 82 tons (approximately 45 CY) of rip rap (limestone, 135 pcf min) to the lines and grades as specified in the Plans and these specifications, per Section 31 37 00 RIP-RAP.

H. Beach Compatible Fill

The Work consists of furnish, delivery and grading of up to 135 tons (100 CY) of beach compatible sand (est 1.35 ton/cy) to the lines and grades as specified in the Plans and these specifications, per Section 31 23 23 FILL FOR BEACH/DUNE.

1.2.2 Location

The work is located on the east coast of Florida in St. Johns County, Florida, along the north side of St. Augustine Inlet.

1.3 Work Restrictions.

- 1.3.1 No mobilization or work is authorized seaward of the dune crest between May 1 and October 31 unless otherwise authorized by the regulatory agencies due to the potential presence of nesting sea turtles.

1.4 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- a. The Contractor shall commence work within ten (10) days of receipt of Notice to Proceed, unless otherwise stated in the regulatory approvals. The phrase “commence work” refers to mobilization efforts including submission of pre-construction submittals, surveying, equipment mobilization, etc. The Contractor must prosecute the work diligently, without pause, until completion. Project pauses that require equipment to be demobilized for other business will not be allowed.
- b. Work will be permitted 12 hours per day from 7am to 7pm, Monday through Saturday, including holidays.

1.5 PHYSICAL DATA

1.5.1 Physical Conditions

The physical conditions described in the project drawings and specifications are the result of topographic and visual surveys and/or core borings representative of conditions existing at the time the data was collected. The data from these site investigations is available for Contractor review.

1.5.2 Weather, Water Stage, and Tide Data

The Contractor should investigate for themselves the conditions that can be encountered at the project location. It is the Contractor’s responsibility to assess weather, water stage, and tide conditions and schedule for adverse weather in order to meet the schedule described in paragraph 1.3 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK of this section.

1.5.3 Contractor Investigation

It is the Contractor’s responsibility to perform their own investigation to confirm information depicted in the project plans and specifications. Any required modifications to achieve the intent of the design by the Contractor should be brought to the attention of the County in accordance with Section 01 45 05 CONTRACTOR QUALITY CONTROL.

1.5.4 Surveys

Electronic survey files are available for Contractor review. Survey data is depicted in the project drawings. The following surveys are available:

- a. Topographic survey of Project Area – August 20, 2020.
- b. Lidar topographic survey – November 18, 2022 (for informational purposes only).

1.6 LAYOUT OF WORK

1.6.1 Established Project Control

Contractor will be required to include within submittals the location and elevations of the established monuments used for progress and as-builts surveys. Additional information regarding project controls should be stated within a Survey Notes section of the plan sheet.

1.6.2 Layout

The Contractor is responsible for establishing the layout of work based on the control data and elevations established in the contract documents.

1.7 DAMAGE TO WORK

- 1.7.1 During prosecution of work, the Contractor is obligated to take reasonable precautions and exercise sound construction practices in order to prevent damage to the work or adjacent structures. Any damage as a result of the Contractor's failure to do so must be repaired at no expense to the County. However, if any part of the project work is damaged due to circumstances beyond the Contractor's control, including flood, earthquake, hurricane, or tornado, the County may request the Contractor make the necessary repairs at an agreed upon updated contract price.

1.7 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

- 1.7.1 In order for the County to grant a time extension for unusually severe weather, the following must be true:
- a. The weather experienced at the project site during the contract period must be found to be unusually severe; that is, more severe than the adverse weather anticipated for the project location during any given month.
 - b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
 - c. The determination of whether conditions were unusually severe will be made based on a comparison of observed weather conditions during the project performance, compared to the 30-year climate normals from the National Oceanic and Atmospheric Administration (NOAA) Climate Data Online website. The Climate Data Online website (<http://www.ncdc.noaa.gov/cdo-web/>) published by NOAA's National Centers for Environmental Information (formerly the National Climatic Data Center) in Asheville, North Carolina contains climatological and meteorological data relevant to this region. Available data includes quality controlled daily, monthly, seasonal, and yearly measurements of temperature, precipitation, wind, and degree days as well as radar data and 30- year climate normals.
- 1.7.2 The Contractor is responsible for documenting the occurrence of unusually severe weather days on their daily QC reports. In order for a day to be considered an

unusually severe weather day, the weather delay must prevent work on critical activities for more than 50 percent of the day and be accompanied by documentation – weather reports, craft advisories, or similar.

1.8 DOCUMENT HIERARCHY

Project Specification Hierarchy: Elements under this contract shall be constructed utilizing the following information in the hierarchy listed below:

- d. Contractor Agreement between Owner and Contractor
- e. Project permits, authorizations, and leases
- f. Approved Project Drawings
- g. Technical Specifications

Any discrepancies identified between information listed above shall be coordinated and resolved with the County.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END SECTION 01 11 00

SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY

This section describes how Line Items will be measured and paid for when making progress and final payments. Work to be measured and applicable measurement procedures are described in their respective specification sections. For work that does not have a specific Line Item such as, but not restricted to, quality control, safety, and vibration and environmental monitoring, allocate costs proportionally across appropriate Line Items.

1.2 JOB PAYMENT ITEMS

1.2.1 Mobilization and Demobilization (Line Item 01)

Payment will be made for costs associated with and incidental to mobilization and demobilization and establishment of initial project management and coordination. Mobilization will be considered complete with equipment specified in the bid are on site and on-site work has been completed for at least 3 consecutive days.

The work specified under this section shall be paid for at the Contract lump sum price with 60% allowable at the completion of the mobilization effort and the remaining 40% allowable at the completion of the project.

1.2.2 Surveys (Line Item 02)

Payment will be made for costs associated with and incidental to the pre-construction survey, progress surveys, post-construction surveys, and as-builts surveys by a method in accordance with Section 01 71 23.16 – CONSTRUCTION SURVEYING.

The work specified under this section shall be paid for at the Contract lump sum price with 25% allowable at the completion of the pre-construction survey, 50% allowable at the completion of the post-construction survey and 25% allowable at the completion of the as-builts.

1.2.3 Steel Sheet Pile Seawall (Line Item 03)

Payment will be made for cost associated with and incidental to the excavation and filling, transportation, installation of sheet piles, determined by the lines and grades as shown on the Plans.

Selected Contractor will be required to provide a proposed payment schedule with project percent complete milestones and description of how work will be accomplished to achieve each milestone.

MEASUREMENT AND PAYMENT

SECTION 01 22 00 - 1

The work specified under this section shall be paid for at the Contract lump sum price based on a percent complete basis as verified by the Engineer.

1.2.4 Reinforce Concrete Seawall Cap (Line Item 04)

Payment will be made for cost associated with and incidental to the construction of the reinforce concrete capping determined by the lines and grades as shown on the Plans.

Selected Contractor will be required to provide a proposed payment schedule with project percent complete milestones and description of how work will be accomplished to achieve each milestone.

The work specified under this section shall be paid for at the Contract lump sum price based on a percent complete basis as verified by the Engineer.

1.2.5 Beach Compatible Fill (Line Item 05)

Payment will be made for cost associated with and incidental to furnishing, transporting, grading and site restoration determined by the lines and grades as shown on the Plans. Only acceptable beach compatible sand shall be used fill material.

Selected Contractor will be required to provide a proposed payment schedule with project percent complete milestones and description of how work will be accomplished to achieve each milestone.

The work specified under this section shall be paid for at the Contract lump sum price based on a percent complete basis as verified by the Engineer.

1.2.6 Excavation and Debris (Rip-Rap) Removal - Optional (Line Item 06)

This line item is an optional bid item that is subjective to be award at the County's discretion. Payment will be made for costs associated with and incidental to the excavation and on-site stockpiling of beach compatible sediment, transportation, and disposal of rip rap material and the excavation on-site of beach compatible material by a method to be determined by the contractor and approved by the County.

If awarded by the County, the work specified under this section shall be paid for at the Contract lump sum price based on a percent complete basis as verified by the Engineer.

1.3 UNIT PRICE PAYMENT ITEMS

1.3.1 Rip Rap (Line Item 04)

a. Measurement - Tons

MEASUREMENT AND PAYMENT

SECTION 01 22 00 - 2

The estimated volume in bid schedule is provided for bidding purposes only and will be determined on actual quantity required to the lines and grades shown in the Plans. A conversion of 1.82 tons per cy was assumed limestone (min 135 pcf).

b. Payment

Payment will be made for costs associated with procurement, transport and placement of rip-rap.

The work specified under this section shall be paid for at the Contract unit price based on weight tickets and as verified in-place by post construction surveys

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END SECTION 01 22 00

SECTION 01 30 00

ADMINISTRATIVE PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

Project management and coordination activities shall be the responsibility of the Contractor. The cost for furnishing labor, equipment, and materials required to plan and execute project operations will not be paid under separate line item.

1.2 PROJECT MEETINGS

The following meetings are required under this project:

- a. Preconstruction Conference – held prior to the start of construction, within 30 days of Notice to Proceed (NTP). The County will coordinate the preconstruction conference and notify the Contractor of time, place, and agenda. It is the Contractor’s responsibility to notify his personnel, including subcontractors and suppliers, to attend. Minutes taken by the County will be supplied to the Contractor for review and signature. Signed minutes will become part of the project record. The following shall be submitted to the County at least 15 days prior to the preconstruction conference.
 - i. Project Schedule
 - ii. Contractor Quality Control Plan
 - iii. Contractor Work Plan
 - iv. Severe Weather Plan
- b. Preparatory and Initial Phase Meetings – held prior to and after the start of each definable feature of work. See Section 01 45 05 CONTRACTOR QUALITY CONTROL for more details.
- c. Progress Meetings – held weekly by the Contractor. The Contractor shall schedule and preside over progress meetings to review at a minimum the following
 - i. Work progress. During sand placement, this will include information on stations where fill placement operations are complete, where fill operations are ongoing, and which are ready for the post-placement pay survey.
 - ii. Schedule – 2 week look ahead
 - iii. Issues
 - iv. Status of submittals and RFIs
 - v. Testing
 - vi. Safety

ADMINISTRATIVE PROCEDURES

SECTION 01 30 00 – 1

- vii. Environmental Control
 - viii. Sand quality, per permit requirements
 - ix. Upcoming work
 - x. Progress payment status
 - xi. Other business as appropriate
- d. The Contractor is responsible for ensuring the appropriate personnel are in attendance of the progress meeting. The Contractor shall take meeting minutes and distribute within one day after the meeting.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END SECTION 01 30 00

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

This section covers submittal procedures, submittal types, tracking, and review periods for submittals required under this contract.

1.2 SUBMITTAL TYPE

- a. Preconstruction Submittal (PC) – required prior to start of work; includes schedules, data, information, etc. Preconstruction submittals must be submitted no later than 10 calendar days after Notice to Proceed (NTP) unless otherwise stated in Section 01 30 00 ADMINISTRATIVE PROCEDURES or other sections in these specifications.
- b. Shop Drawings (SD) – drawings, diagrams, and schedules specifically prepared to illustrate some portion of the work.
- c. Product Data (PD) – catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work. Samples of warranty language.
- d. Test Reports (TR) – report demonstrating finds of a test made at the job site or official testing laboratory of a material, equipment, prototype, or sample as required by this contract.
- e. Certificates (C)– document required of a Contractor, or of a supplier, installer, or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods, or personnel qualifications.
- f. Closeout Submittals (CS) – documentation to record compliance with technical or administrative requirements.

1.3 SUBMITTALS

1.3.1 Preconstruction submittals

- a. Submittal Register: The Contractor should provide, for approval by the County, an updated Submittal Register as part of the preconstruction submittal package.
- b. Transmittal Form: The Contractor should submit a sample transmittal form to use for submittals to the County.

1.4 SUBMITTAL CLASSIFICATION

- a. County Approved – submittals requiring approval by the County prior to proceeding with the associated task.
- b. Information Only – submittals not requiring County approval.

SUBMITTAL PROCEDURES

1.5 GENERAL

All submittals must be reviewed and approved by the Contractor's Quality Control Manager prior to submission to the County.

1.6 SUBMITTAL REGISTER

The submittal register at the end of this section outlines the submittals required under these specifications. It is the Contractor's responsibility to ensure that the submittal register submitted as part of the preconstruction submittals includes all relevant submittals, including any additional submittals that may be required over the course of the work. The Contractor should update the submittal register as necessary.

1.7 SCHEDULING

The Contractor is responsible for scheduling submittals with sufficient time for County review prior to delivery, mobilization, or execution of applicable work. If any work is performed prior to written approval by the County of the respective submittal, the Contractor assumes any risk associated with that work. The Contractor should allow up to 15 calendar days for review of submittals requiring County approval.

1.8 SUBMITTAL PROCEDURES

1.8.1 Submittal Review Codes

Submittals requiring County approval will be reviewed and returned to the Contractor with one of the following designations:

- A – Approved as submitted (complete)
- B – Approved with comments (complete)
- C – Approved except as noted (requires resubmission)
- D – Not approved, see comments (requires resubmission)

1.8.2 Electronic Correspondence

All correspondence and contract related documents shall be submitted in searchable Portable File format (PDF) with the only exceptions being those stated at the end of this paragraph. Any documents that require signature shall be submitted in PDF format with signature. Minimum scan quality shall be 150 dpi. The County will discuss electronic correspondence procedures at Preconstruction and Coordination Meetings. These procedures may include sending files by e-mail, a Contractor provided FTP site, a website indicated by the County at the Preconstruction Conference, or other methods approved by the County. The Contractor will be responsible for the cost of the electronic media. E-mail correspondence does not have to be provided in PDF format.

END SECTION 01 33 00

SECTION 01 45 05

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

- 1.1.1 EM 385-1-1 – USACE Safety and Health Requirements Manual

1.2 SUBMITTALS

1.2.1 Preconstruction Submittals

- a. Quality Control Plan
- b. Project Schedule

1.2.2 Test Report

- a. Daily Quality Control Report

1.3 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control (QC) plan, and all costs associated therewith shall be included in the applicable unit or lump-sum prices contained in the Bid Schedule.

1.4 QUALITY CONTROL ORGANIZATION

1.4.2 QC Manager

- a. The Contractor must provide a QC Manager at the work site to implement and manage the QC program. In addition to implementing and managing the QC program, the QC Manager may perform the duties of project superintendent, project manager, or project engineer.
 - i. The QC Manager is required to conduct the QC meetings, perform the three phases of control described in subpart 3.2 of this section, perform submittal review and approval, ensure testing is performed, and provide QC certifications and documentation required in this Contract.
 - ii. The QC Manager is responsible for managing and coordinating the three phases of control and documentation performed by others.
 - iii. The QC Manager must be an individual with a minimum of five (5) years combined experience as a superintendent, inspector, QC Manager, project manager, or construction manager on similar size and type construction contracts which included the major trades that are part of this Contract.
 - iv. Submit the qualifications of the proposed QC Manager for approval with the Quality Control Plan.

1.5 QUALITY CONTROL PLAN

CONTRACTOR QUALITY CONTROL

SECTION 01 45 05 – 1

- 1.5.1 Provide, for acceptance by the County, a QC plan that covers both on-site and off-site work and includes the following with a table of contents listing the major sections identified.
- a. QC ORGANIZATION: A chart showing the QC organizational structure and its relationship to the production side of the organization.
 - b. NAMES AND QUALIFICATIONS: In resume format, for each person in the QC organization. Include copies of all referenced certifications.
 - c. DUTIES, RESPONSIBILITIES AND AUTHORITY OF QC PERSONNEL: For each person in the QC organization.
 - d. REPORTING PROCEDURES: Including proposed reporting formats, timelines/schedules, and sample reports.
 - e. TESTING PLAN AND LOG: A Testing Plan and Log that includes the tests required under this Contract, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test.
 - f. LIST OF DEFINABLE FEATURES OF WORK: A Definable Feature of Work (DFOW) is a task, which is separate and distinct from other tasks, that has the same control requirements and work crews. The list shall be cross-referenced to the Contractor's Construction Schedule and the specification sections. For projects requiring a Progress Chart, the list of definable features of work shall include, but not be limited to, all items of work on the schedule.
 - g. PROCEDURES FOR PERFORMING THREE PHASES OF CONTROL: For each DFOW, provide Preparatory and Initial Phase Checklists. Each list shall include a breakdown of quality checks that will be used when performing the quality control functions, inspections, and tests required by the Contract documents. The preparatory and initial phases shall be conducted with a view towards obtaining quality construction by planning ahead and identifying potential future problems. Refer to subpart 3.2 of this section.
- 1.5.2 Notify the County in writing prior to proposed personnel or QC Plan procedure changes. Proposed changes are subject to approval by the County.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for establishing and implementing a quality control program.

3.2 THREE PHASES OF CONTROL

3.2.1 Preparatory Phase

- a. Notify the County at least two (2) working days in advance of each preparatory phase meeting. Conduct the preparatory phase meeting with the superintendent and the foreman responsible for the DFW. Provide accommodations for the County's representative(s) to participate in preparatory phase meetings. Document the results of the preparatory phase actions in the daily QC Report and in the QC checklist. Perform the following prior to beginning work on each DFW:
 - i. Review each paragraph of the applicable specification sections;
 - ii. Review the contract drawings;
 - iii. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;
 - iv. Review the testing plan and ensure that provisions have been made to provide the required QC testing;
 - v. Examine the work area to ensure that the required preliminary work has been completed;
 - vi. Examine the required materials, equipment, and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;
 - vii. Review safety plans to ensure that applicable safety requirements are met, and that required Safety Data Sheets (SDS) are submitted; and
 - viii. Discuss specific controls used and the construction methods and approach that will be used to provide quality construction by planning ahead and identifying potential problems for each DFW.

3.2.2 Initial Phase

- a. Notify the County at least two (2) working days in advance of each Initial Phase meeting. When construction crews are ready to start work on a DFW, conduct the Initial Phase meeting with the foreman responsible for that DFW. Observe the initial segment of the work to ensure that it complies with Contract requirements. Document the results of the Initial Phase in the daily QC Report and in the QC checklist. Perform the following for each DFW:
 - i. Establish the quality of workmanship required;
 - ii. Resolve conflicts; and
 - iii. Ensure that testing performed is adequate and timely.

3.2.3 Follow-up Phase

- a. Perform the following for on-going work daily, or more frequently as necessary, until the completion of each DFW and document in the daily QC Report and in the QC checklist:
 - i. Ensure the work is in compliance with Contract requirements;
 - ii. Maintain the quality of workmanship required;
 - iii. Ensure that testing is adequate and timely; and

- iv. Ensure that rework items are being corrected.

3.3 COMPLETION INSPECTION

3.3.1 Post-Construction Measurement and Inspection

As the Contractor approaches completion of each acceptance section, notify the County to conduct After Dredge surveys. The Contractor should spot check grading for beach placement to confirm the beach fill meets the lines and grades required by the contract drawings. All survey data collected will be processed and provided to the Contractor at the Contractor's request.

3.3.2 Pre-Final Inspection

The County and QC Manager will perform this inspection to verify contract compliance for demobilization of temporary facilities and staging areas have been adequately restored. A County pre-final punch list may be developed as a result of this inspection. The QC Manager shall ensure that all items on this list are corrected prior to notifying the County that a Final Acceptance Inspection with the County can be scheduled. Any items noted on the Pre-Final Inspection shall be corrected in a timely manner and shall be accomplished before the Contract completion date for the work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.3.3 Final Inspection

The QC Manager, superintendent, or other Contractor management personnel and the County will be in attendance at this inspection. The Final Acceptance Inspection will be formally scheduled by the County based upon results of the Pre-Final Inspection. Notice shall be given to the County at least five (5) days prior to the Final Acceptance Inspection. The notice shall state that all specific items previously identified to the Contractor as being unacceptable will be complete by the date scheduled for the Final Acceptance Inspection. Failure of the Contractor to have all Contract work acceptably complete for this inspection will be cause for the County to bill the Contractor for the County's additional inspection cost.

3.4 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required QC activities and/or tests have been performed. Records shall be produced daily in the form of **daily Quality Control Reports** and shall be submitted to the County no later than 3pm of the following day. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility;
- b. Operating plant/equipment with hours worked, idle, or down for repair;
- c. Work performed each day, giving location, description, and by whom;

- d. Test and/or control activities performed with results and references to specifications/drawings/permits requirements to include material verification protocol. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies shall be noted, along with corrective action;
- e. Quantity of materials received at, or removed from, the site with statement as to acceptability, storage, and reference to specifications/drawings requirements; to include truck counts of material taken to the final disposal;
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken;
- g. Offsite surveillance activities, including actions taken;
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions;
- i. Instructions given/received and conflicts in plans and/or specifications; and
- j. Contractor's verification statement certifying the authenticity of the report.

3.5 PROJECT SCHEDULE

- 3.5.1 No less than 15 days prior to the Preconstruction Conference the Contractor shall submit for approval by the County a project schedule. The schedule should represent all work under the contract performance period.
- 3.5.2 The Contractor must provide schedule updates each month or with each progress payment request, whichever occurs more frequently. The updated schedule will allow the County to assess and track the Contractor's work progress.

3.6 NOTIFICATION OF NON-COMPLIANCE

The County will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action. If the Contractor fails or refuses to correct the non-compliant work, the County will issue a non-compliance notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the County may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim.

END SECTION 01 45 05

SECTION 01 50 02

TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 SUMMARY

- 1.1.1 This section includes requirements for staging areas, temporary utilities, construction aids, vehicular access and parking, support facilities, and security and protection.

1.2 SUBMITTALS

1.2.1 Pre-construction submittals

- a. Upland Staging Area Plan
 - i. The Contractor should indicate locations of their upland staging areas, including any additional access not indicated on the drawings. If the Contractor plans on obtaining additional access/staging areas, submit proposed drawings depicting the areas for County approval.
- b. Pre-mobilization Site Inspection
- c. Maintenance of Traffic (MOT) Plan

1.2.2 Closeout Submittals

- a. Demobilization Site Inspection

1.3 EXISTING UTILITIES

- 1.3.1 The contractor is responsible for investigating the availability of utilities at the project site. The Contractor is responsible for providing all utilities necessary to perform their work. All stationary equipment, such as generators, shall be situated with the exhaust pointing seaward.

1.4 WORK AND ACCESS AREA

1.4.1 Staging and Access Area

- b. The Contractor is subjected to choosing a staging and/or access area(s) that is suitable for work to be complete. The Contractor will be responsible for identifying the location(s) and procuring permission from property owner as well as all necessary local, state, and federal authorizations for use of the same.

1.4.2 Contractor Responsibilities

- a. The Contractor is responsible for identifying and procuring permission and/or authorizations for all alternative upland staging and storage areas.
- b. It is the responsibility of the Contractor to exclude the public from their work area.
- c. Prior to mobilization of equipment to the project site, the Contractor must submit to the County a Pre-mobilization Site Inspection. The Pre-mobilization

TEMPORARY CONSTRUCTION FACILITIES

Site Inspection shall consist of photographic documentation of each staging area and site access. Each photograph shall be date- and time-stamped and be geographically referenced. Photos should provide adequate detail to determine the existing conditions at the site.

- d. After removal of the Contractor's equipment and restoration of the site is complete, the Contractor must submit to the County a Demobilization Site Inspection. The Demobilization Site Inspection shall consist of photographic documentation of each staging area and site access used by the Contractor. Each photograph shall be date- and time-stamped and be geographically referenced. If the County determines that the Contractor has caused damage to the site or surrounding structures that have not been repaired by the Contractor, the Contractor will be required to restore the site to pre-mobilization conditions or better at the Contractor's expense prior to final payment. Once the Contractor has submitted a Demobilization Site Inspection for a staging or storage area, the Contractor will not be allowed to return to the site with equipment unless otherwise approved by the County.

1.4.3 Adjacent property and structures

- a. The Contractor is not permitted to damage private or public property or structures during his operations. Any damage caused by the Contractor will require prompt repair at the Contractor's expense.

1.4.4 Permits and responsibilities

- a. The Contractor is responsible for obtaining any permits or authorizations necessary for use of upland staging areas and site accesses.

PART 1 PRODUCTS

2.1 TEMPORARY SIGNAGE

- 2.1.1 The Contractor shall post temporary signs to give the public warning and caution of construction hazards. Attach signs to perimeter fencing requiring unauthorized persons to keep out of the site and maintain a safe distance from moving equipment.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

- 3.1.1 Identification of Employees: Contractor and subcontractor personnel must wear identifying markings on hard hats clearly identifying the company for whom the employee works. The Contractor is responsible for ensuring only authorized personnel are allowed to enter the work site and are in compliance with the Contractor's safety procedures including use of appropriate Personal Protective Equipment (PPE) and in accordance with the EM-385-1-1.

TEMPORARY CONSTRUCTION FACILITIES

- 3.1.2 Employee Parking: Employee vehicles must be parked in designated areas, away from construction and heavy equipment. The Contractor is responsible for maintaining parking areas to pre-construction conditions, free of ruts, holes, and puddles.
- 3.1.3 Onsite Information: A copy of the contract drawings, specifications, permits, and other contract documents must be kept on the dredge and fill sites at all times.

3.2 PROTECTION AND MAINTENANCE OF TRAFFIC

- 3.2.1 The Contractor shall submit a Maintenance of Traffic (MOT) Plan for approval by the County prior to the arrival of equipment to the project site. The plan should be in accordance with Florida Department of Transportation's (FDOT) Temporary Traffic Control (TTC) and St Johns County Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT) Policy. It is the responsibility of the Contractor to determine whether their operation will require FDOT permits or approvals and to ascertain such if necessary.

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the County. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

3.3 CONTRACTOR'S TEMPORARY FACILITIES

- 3.3.1 Fencing for Staging Area – All material and equipment should be stored within the fenced area when not in use.
- 3.3.2 Maintenance of Storage Area – maintain staging and storage areas in clean, neat condition.
- 3.3.3 Waste Storage – the Contractor is responsible for providing suitable dumpsters for waste containment. Dumpsters should be covered to prevent windblown trash. Dumpsters should be emptied as necessary to prevent overflow of trash and debris. No waste will be allowed to be stockpiled near dumpsters.

3.4 ACCOMMODATIONS FOR INSPECTORS

TEMPORARY CONSTRUCTION FACILITIES

The Contractor shall furnish at the job site for use by the County, a desk inside a climate-controlled office trailer with access to power and a color printer capable of printing on 11"x17" paper. The Contractor should furnish suitable transportation between a landside pick up location approved by the County and the dredge whenever conditions allow.

3.5 RESTORATION OF STAGING AREA

After removal of all equipment and materials from the staging area, the Contractor shall remove temporary fencing from the site. All areas used by the Contractor must be restored to pre-construction or better conditions. This may include grading, laying topsoil, re-paving, and/or seeding.

END SECTION 01 50 02

SECTION 01 55 10

CLEARING AND GRUBBING FOR ACCESS AND STAGING AREAS

PART 1 GENERAL

1.1 SCOPE

This section covers all work and materials necessary to perform operations associated with clearing, grubbing, and transporting of material for access only as indicated on the drawings and specified herein.

1.2 SUBMITTALS

1.2.1 Preconstruction

a. Clearing Area and Disposal Plan

Prior to the start of clearing and grubbing, the Contractor should submit a plan detailing any areas that need to be cleared for staging and access, how the Contractor intends to dispose of cleared materials, and the Contractor's plan for restoration (if applicable).

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PROTECTION

3.1.1 Roads and Walks

Maintain roads and sidewalks in preconstruction condition, free of dirt and obstructions, at all times.

3.1.2 Trees, Shrubs, and Existing Park Facilities

The Contractor is not permitted to remove or damage any trees, shrubs, or existing facilities for the purposes of staging and beach access. The Contractor shall protect existing facilities, gazebos, walkways, and signs at the designated staging and access areas. Any damage caused by the Contractor shall be restored prior to final acceptance and closeout.

3.1.3 Utility Lines

Existing utility lines shall be protected. The Contractor must notify the County immediately if any damage to existing utilities occurs. It is the responsibility of the Contractor to make themselves familiar with any existing utilities in the area prior to mobilization of equipment. It is the Contractor's responsibility to ensure their equipment is capable of safely moving in the vicinity of the known utility lines or make accommodations otherwise.

3.2 WORK AREA

The Contractor shall clearly delineate his work area during clearing and grubbing operations and exclude the public from that area. A barrier preventing public access

CLEARING AND GRUBBING FOR ACCESS AND STAGING AREAS

to areas where large equipment will be in use shall be erected and maintained throughout the clearing and grubbing activities.

3.3 DISPOSAL OF MATERIALS

All material from the clearing and grubbing operations including stumps, roots, logs, and brush, shall be disposed of by the Contractor at an off-site facility approved by the County. No separate payment will be made to the Contractor for tipping fees, royalties, or similar that may be required for the disposal of such material.

END SECTION 01 55 10

SECTION 01 57 20

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

This section covers the protection of the environment from damage as a result of construction operations under this contract. For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land, and involves noise, solid waste-management, and other pollutants. Environmental protection also requires consideration to protection of threatened and endangered species. In order to prevent any environmental pollution arising from the construction activities in the performance of this Contract, the Contractor and their Subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement. No separate payment will be made for activities described under this section. All costs associated with environmental protection shall be included in the unit cost item the Contractor deems most applicable.

1.2 QUALITY CONTROL

The Contractor is responsible for maintaining quality control for protection of the environment. Any deficiencies or problems associated with the Contractor's ability to comply with law, regulations, and ordinances related to environmental protection should be documented on the Contractor's daily QC reports along with any corrective action taken.

1.3 PERMITS AND AUTHORIZATIONS

The Contractor is required to comply with all requirements of each permit, lease, authorization, or license required for construction of this project, including but not limited to the following permits and agreements already procured by the County:

- a. Florida Department of Environmental Protection Permit No. SJ-1624 AR M1
- b. St Johns County Building Permit (to be obtained by Contractor)

1.4 SUBMITTALS

1.4.1 Preconstruction

- a. Construction Work Plan
- b. Daily QC Form

1.4.2 Shop Drawings

- a. Sheet piles (material and layout)
- b. Concrete Formwork
- c. Concrete mixture

ENVIRONMENTAL PROTECTION

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- d. Beach compatible sand source and specifications
 - e. Rip Rap source and specifications
- 1.4.3 Closeout Submittals
- a. Pile drive logs
 - b. Final Summary Report
 - c. Record Drawings
- 1.5 SUBCONTRACTORS
- It is the Contractor's responsibility to ensure that all subcontractors are in compliance with the Environmental Protection section of these specifications.
- 1.6 NOTIFICATIONS
- The County will notify the Contractor in writing of any observed non-compliance with federal, state, or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection Plan (EPP), described in paragraph 1.7 of this section. After receipt of such notice, the Contractor shall inform the County of the proposed corrective action and take such action when approved by the County. The County may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Time extensions or additional payments will not be granted for delays related to environmental protection.
- 1.7 ENVIRONMENTAL PROTECTION PLAN
- The Contractor shall submit an Environmental Protection Plan (EPP) for review and acceptance by the County. No physical work may start until the EPP has been approved or specific authorization is obtained to start a phase of work. The EPP shall include the following:
- a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, and noise abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
 - b. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection and minimize adverse impacts to these resources, i.e., air and water quality, fish and wildlife, soil, historical, archeological, and cultural resources.
 - c. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall provide written assurance that immediate corrective action will be taken to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the EPP.
 - d. Water Quality Plan detailing means and methods for preventing violation of state regulations for water quality at both the dredge site and fill site.

- e. Contaminant Prevention Plan where the Contractor shall specify all potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, ground, water, wetlands, or drainage areas. The plan shall specify the Contractor's provisions to be taken to meet Federal, State, and local laws and regulations regarding labeling, storage, removal, transport, and disposal of potentially hazardous substances. The Contractor shall have available for County review, Safety Data Sheets (SDS) for any hazardous substances used on the project.
- f. Spill Control Plan for hazardous, toxic, or petroleum material. The Spill Control Plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations.
- g. Debris Management Plan in which the Contractor shall identify methods and locations for solid waste disposal. The Debris Management Plan shall include sources and expected types of debris, debris separation and retrieval methods, and debris disposal methods.
- h. Borrow area plan to include operational plan to achieve protection of sea turtles during hopper dredge operations.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

3.1.1 General

The Contractor should minimize disturbance to the existing environment within and outside the project footprint. The protection of vegetative, topographic, and drainage pattern features should be protected to the extent possible.

3.1.2 Protection of Land Resources

The Contractor is not allowed to remove or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms without written permission from the County.

- a. Fuel, oil, and lubricants shall be managed so as to prevent spills and evaporation. To prevent spills, fuel dispensers shall be fabricated with double-walled construction or be placed within a containment vessel having sufficient capacity of 1.5 times the volume of the primary dispenser. Containment pans shall be constructed of 16-gauge metal with borders banded up and welded at corners right below the bibb. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be cleaned by an approved method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Should any spilling of fuel occur, the Contractor shall

- immediately recover the contaminated ground and dispose of it offsite in an approved area.
- 3.1.3 **Preservation and Recovery of Historic, Archeological, and Cultural Resources:**
There are no known historic, archeological, or cultural resources within the Contractor's work area. If during construction activities, items are observed that may have historic or archaeological value (e.g., anchors, shipwrecks, Native American human remains, or associated objects), such observations shall be reported immediately to the County so that the appropriate authorities may be notified, and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to these resources until the County directs the Contractor to resume work. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources
- 3.1.4 **Protection of Water Resources**
The Contractor should plan their work to avoid impacts to water resources. The Contractor shall prevent fuel, oil, or other hazardous substances from entering any body of water.
- 3.1.5 **Marine Turtle Beach Nest Monitoring**
Construction-related activities seaward of the dune crest are prohibited during marine turtle nesting season (**May 1 through October 31**), unless otherwise approved by the regulatory agencies. illumination by artificial lighting.
- 3.2 **POST CONSTRUCTION CLEANUP**
All areas used during construction should be cleaned up to preconstruction conditions or better.
- 3.3 **PRESERVATION AND RESTORATION OF LANDSCAPE AND MARINE VEGETATION DAMAGES**
The Contractor shall restore all landscape features and marine vegetation damaged or destroyed during construction operations outside the limits of the approved work areas.
- 3.4 **INVASIVE AND NUISANCE SPECIES**
The Contractor shall thoroughly clean equipment prior to and following work on the project site to ensure that items/materials including, but not limited to, soil, vegetative debris, eggs, mollusk larvae, seeds, and vegetative propagates are not transported from a previous work location to this project site, nor transported from this project site to another location. Decontamination protocols require cleaning all equipment surfaces, including but not limited to, undercarriages, tires, and sheet metal. All equipment, including but not limited to, heavy equipment, vehicles, trailers, ATV's, and chippers shall be decontaminated. Smaller equipment, including, but not limited to, chainsaws, loppers, shovels, and backpack sprayers, shall be cleaned and inspected. The Contractor may utilize any method accepted by

the Engineer; common accepted methods include pressure washing and steam cleaning/washing equipment. Decontamination protocols shall also address clothing and personal protective equipment.

END SECTION 01 57 20

SECTION 01 71 13

MOBILIZATION AND DEMOBILIZATION

PART 1 GENERAL

1.1 DESCRIPTION

Mobilization consists of preparatory Work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and within the Work Area; the establishment of offices, buildings, and other facilities necessary for the Work on the project; the cost of bonds and any required insurance; and other pre-construction expenses necessary for start of the Work. All equipment must be floating at all times during the transit to and from the Site of Work, i.e., no grounding of equipment will be permitted during transit.

1.2 ARBITRARY MOBILIZATION BY CONTRACTOR

The Owner will pay for mobilization and demobilization only once. Should the Contractor demobilize prior to completing the project, such demobilization and subsequent remobilization shall be at no additional cost to the Owner.

1.3 JUSTIFICATION MOBILIZATION COST

In the event that the Owner considers the amount in this item does not bear a reasonable relation to the cost of the Work in this Contract, the Owner may require the Contractor to produce cost data to justify this portion of the Bid. Failure to justify such price to the satisfaction of the Owner will result in payment of actual mobilization costs, as determined by the Owner at the completion of mobilization, and actual demobilization costs at the completion of demobilization, and payment of the remainder of this item in the final payment under this Contract. The determination of the Owner is not subject to appeal.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

Following completion of mobilization, no reduction in the capacity of the plant employed on the Work shall be made except by written permission of the Engineer. The measure of the "capacity of the plant" shall be its actual performance on the Work to which these specifications apply.

END SECTION 01 71 13

SECTION 01 71 23.16
CONSTRUCTION SURVEYING

PART 1 GENERAL

1.1 SCOPE

The work includes furnishing all material, labor, and equipment for topographic surveying, site inspections, and staking work items in accordance with these Specifications and applicable Drawings. All surveying work listed in this section shall be performed in responsible charge of a registered professional land surveyor (RPLS) licensed in the State of Florida.

1.2 REFERENCES

Publications listed below form a part of this specification to the extent referenced.
USACE (2012) Survey Markers and Monumentation. EM 1110-1-1002, US Army Corps of Engineers, Washington, DC.

USACE (2007) Control and Topographic Surveying Manual. EM 1110-1-1005, US Army Corps of Engineers, Washington, DC.

USACE (2010) Referencing Project Elevation Grades to Nationwide Vertical Datums. EM 1110-2-6056, US Army Corps of Engineers, Washington, DC.

USACE (2012) Geospatial Data and Systems. EM 1110-2-2909, US Army Corps of Engineers, Washington, DC.

1.3 SUBMITTALS

- 1.3.1 Survey Plan (Paragraph 1.06)
- 1.3.2 Qualifications of Surveyors (Paragraph 1.07)
- 1.3.3 Pre-construction Survey (Paragraph 3.04)
- 1.3.4 Progress Surveys (Paragraph 3.05)
- 1.3.5 Acceptance Surveys (Paragraph 3.06)
- 1.3.6 Post-construction Survey (Paragraph 3.07)
- 1.3.7 Dredge Record Drawings (Paragraph 3.09)

1.4 DATUMS

All surveys shall reference the North American Datum of 1983 (NAD 83), Florida State Plane coordinate system, East Zone, US Feet, and the North American Vertical Datum of 1988 (NAVD88) in US Feet.

1.5 SURVEY PLAN

1.5.1 SURVEY CONTROL

The Contractor shall develop a Survey Control Plan of methodology for

establishing and maintaining horizontal and vertical control during work. Survey control plan including descriptions of methods and equipment to be used for required staking, topographic surveys, as well as quality assurance and quality control (QA/QC) procedures to be applied. Refer to USACE (2013) and USACE (2007) for QA/QC guidelines.

1.5.2 SURVEY LAYOUT

The plan shall include a description of the proposed survey equipment, quality control measures, survey data collection centerline alignments and offsets, transects and layout, and schedule for conducting the construction survey work.

1.5.3 SURVEY DELIVERABLE LAYOUT

The plan shall include the proposed transect orientation and spacing for use in pre-construction, progress, and post-construction surveying deliverables production. Alignments shall be provided in AutoCAD format.

1.6 QUALIFICATION OF SURVEYORS

All pre-construction, acceptance, post-construction, and temporary benchmark establishment survey work shall be conducted in the responsible charge of a licensed professional land surveyor. Acceptance surveys shall be completed by the same entity which conducted the pre-construction dredge area surveys. The surveyor shall have a minimum five (5) years of documented experience with topographic surveying

Qualifications of surveyors shall be submitted at the Pre-construction meeting.

1.7 TOPOGRAPHIC SURVEY EQUIPMENT

The Contractor shall employ a suitable method to locate and control horizontal excavation positions that may include RTK-GPS, or Engineer approved equal. Observation data will be recorded in standard surveying field book format or by other methods as approved by the Owner. Accuracy for measured elevations shall be +/- 0.1 feet, and accuracy of horizontal position shall be +/- 0.1 feet at the 95 percent confidence interval.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 SURVEY POINT SPACING

Elevations shall be recorded at points taken as necessary to adequately locate critical site features including edges, changes in slope, abrupt grade changes and

other project components to be constructed as shown on the Contract Drawings. These additional points shall be denoted on all transects. A minimum of three points or one shot per each foot of elevation change, whichever is the greater number of survey points, shall be shot on slopes. A maximum spacing of ten (10) feet will be allowed between points.

3.2 CONSTRUCTION STAKING

The Contractor shall establish an accurate method of horizontal and vertical control prior to initiating seawall construction. The Contractor shall use RTK-GPS (or Engineer-approved equivalent) electronic survey equipment, setting, maintaining, and resetting all temporary benchmarks, baselines, markers, poles, and stakes necessary for the execution of Work. Except for the survey control data furnished by the Owner, calculations, surveying, electronic templates, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods used, and the control points used. The record shall be adequate to allow the survey to be reproduced. Construction staking data shall be provided to the Owner within three (3) working days after completion of survey work. The construction staking survey work by the Contractor shall include, but is not limited to, the following:

- 3.2.1 Verify the primary horizontal and vertical controls furnished by the Owner, and expand into secondary control by adding stakes, hubs, and additional survey control needed for the Project. Provide descriptions of secondary control to the Owner.
- 3.2.2 If required use stakes, templates, range markers, poles, hubs or other marking methods, the location, with offsets, of other survey baseline locations.

3.3 PRE-CONSTRUCTION SURVEY

Pre-construction surveys are required. The pre-construction survey must be submitted and approved by the Engineer 14 days prior to the start of excavation. The Engineer shall be present during the execution of the pre-construction survey data collection effort, unless explicitly waived by the Engineer.

3.4 EXISTING STRUCTURES SURVEY

The Contractor shall conduct structure condition surveys of all existing structures within the designated work areas. Survey shall include continuously recorded video footage of structures within the project limits and immediate neighboring properties which may be used for access by the contractor. Damages shall be identified in writing and provided to the Owner prior to the start of construction. Contractor's report of damages shall include physical property address and reference to video file and timestep where property damage is apparent. The Owner's Representative shall be present during the execution the structure

condition surveys, unless explicitly waived by the Owner's Representative.

3.5 PROGRESS SURVEYS

The Contractor shall conduct progress surveys as deemed necessary by the contractor to ensure work is occurring within the designated work areas.

3.6 POST CONSTRUCTION SURVEY

At the time of Substantial Completion, a post-construction survey will be performed. Except as otherwise noted, the post-construction survey will be performed in a manner to represent the conditions at the time of final completion and not a compilation of progress surveys. The post-construction surveys shall be conducted along the exact same transects surveyed during the pre-construction survey. The post-construction survey shall include all components of the pre-construction survey. The Owner's Representative shall be present during the execution of the post-construction survey data collection effort, unless explicitly waived by the Owner's Representative.

Survey deliverables as specified in Paragraphs 3.7 and 3.8 are required to be submitted within three (3) days of the survey data collection.

3.7 SURVEY DELIVERABLES

The survey deliverables shall contain the following information:

- a. Topographic and Single-beam Bathymetric survey data shall include Point Number, transect/alignment number, Easting, Northing, Elevation, Point Description (in ASCII format). All point values shall be reported to the nearest 0.1 ft.
- b. All drawings shall be signed and sealed by a registered professional land surveyor and submitted to the Owner and Engineer for approval prior to final acceptance.
- c. The original field notes including survey equipment utilized, weather conditions at the time of the survey, tidal corrections, benchmarks, and quality control points utilized, quality control and quality assurance checks performed (e.g., type, time, date), and log of calibrations.

3.8 RECORD DRAWINGS

At the time of final completion, the Contractor shall develop contour maps as specified in Paragraph 3.08, to include the pre-construction, acceptance, and post-construction surveys, and turnover to the Owner and Engineer.

END OF SECTION

SECTION 03 10 00
CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section of the Specification defines the requirements for furnishing and installing Concrete Formwork and Accessories where shown on the Contract Documents, as specified herein, and as needed for a complete and proper execution.
- B. Contractor shall provide all labor, materials, tools, and equipment required for the completion of the following Work, as shown on the Contract Documents and specified herein:
 - 1. Design, furnish, fabricate, install, and remove all formwork, shores, and bracing.
 - 2. Prepare design drawings for formwork, shores, and bracing as specified herein.
 - 3. Furnish all submittals required by this Section of the Specification.
 - 4. Coordinate all work with other trades.
 - 5. Comply with pertinent provisions of Division 1 of these Specifications.
- C. This Section of the Specification is consolidated to include:
 - 1. Concrete Reinforcement
 - 2. Concrete Formwork
 - 3. Finishes
 - 4. Expansion and Contraction Joints
 - 5. Concrete Curing

1.2 QUALITY ASSURANCE

- A. Company specializing in performing the Work of this Section shall have at least three years minimum experience, and meet minimum qualifications set forth in the Conditions of the Contract.
- B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 REFERENCES

- A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:
1. Florida Building Code, latest edition
 2. American Concrete Institute (ACI)
 - a. 117/117R, Standard Tolerances for Concrete Construction and Materials.
 - b. 318/318R, Building Code Requirements for Structural Concrete and Commentary.
 - c. 347, Guide to Formwork for Concrete.

1.4 DESIGN REQUIREMENTS

- A. Design formwork in accordance with ACI 347 and ACI 318/318R to provide concrete finishes specified in Section 03 30 00, Cast-in-Place Concrete.
- B. Forms shall be designed for full hydrostatic pressure per ACI 347.
- C. Make joints in forms watertight.
- D. Limit panel deflection to 1/360th of each component span to achieve tolerances specified.

1.5 SUBMITTALS

- A. Action Submittals:
1. Shop Drawings:
 - a. Layout of panel joints and tie hole pattern.
 - b. Manufacturer's data for form release agent.
 2. Samples: One each as follows:
 - a. Form ties
 3. Informational Submittals:
 - a. Statement of qualification for formwork designer.
 - b. Manufacturer's Certificate of Proper Installation.

PART 2 - PRODUCTS

2.1 MATERIALS FOR FORMWORK

- A. Bulkhead Caps and Encasements:
 - 1. Materials: Plywood, hard plastic finished plywood, or steel in “new and undamaged” condition, of sufficient strength and surface smoothness to produce specified finish.
- B. Form Release Agent:
 - 1. Material: Release agent shall not bond with, stain, or adversely affect concrete surfaces, and shall not impair subsequent treatments of concrete surfaces when applied to forms. A ready-to-use water-based material formulated to reduce or eliminate surface imperfections, containing no mineral oil or organic solvents. Environmentally safe, meeting local, state, and federal regulations and can be used in potable water facilities.
 - 2. Manufacturers and Products:
 - a. BASF, Shakopee, MN; MBT, Rheofinish 211.
 - b. Cresset Chemical Company; Crete-Lease 20-VOC.
 - c. Unitex Chemicals; Farm Fresh.
 - d. Atlas Construction Supply, Inc.; Bio-Guard.
- C. Form Ties:
 - 1. Material: Steel
 - 2. Spreader Inserts:
 - a. Conical or spherical type.
 - b. Design to maintain positive contact with forming material.
 - c. Furnish units that will leave no metal closer than 1.5 inches to concrete surface when forms, inserts, and tie ends are removed.
 - 3. Wire ties not permitted.
 - 4. Flat bar ties for panel forms; furnish plastic or rubber inserts with minimum 1.5-inch depth and sufficient dimensions to permit patching of tie hole.

PART 3 - EXECUTION

3.1 FORM SURFACE PREPARATION

- A. Thoroughly clean form surfaces that will be in contact with concrete or that have been in contact with previously cast concrete, dirt, and other surface contaminants prior to coating surface.

- B. Exposed Wood Forms in Contact with Concrete: Apply form release agent as recommended by the manufacturer.
- C. Steel Forms: Apply form release agent to steel forms as soon as they are cleaned to prevent discoloration of concrete from rust.

3.2 ERECTION

- A. General: Unless specified otherwise, follow applicable recommendations of ACI 347
- B. Beveled Edges (Chamfer):
 - 1. Form 1-inch bevels at concrete edges, unless otherwise shown.
 - 2. Where beveled edges on existing adjacent structures are other than 1-inch, obtain Engineer's approval of size prior to placement of beveled edge.
- C. Forms:
 - 1. Do not reuse forms with damaged surfaces.
 - 2. Locate form ties and joints in an uninterrupted uniform pattern.
 - 3. Inspect form surfaces prior to installation to assure conformance with specified tolerances.
- D. Form Tolerances: Provide forms in accordance with ACI 117/117R, ACI 347, and ACI 318/318R and the following tolerances for finishes specified:
 - 1. Bulkhead Cap and Encasement Tolerances:
 - a. Exposed Straight Horizontal and Vertical Surfaces: Flat planes within tolerances specified.
 - b. Lateral Alignment:
 - (i) Centerlines must be within plus or minus 1/2 inch from dimensions shown.
 - (ii) At intersections, centerlines shall intersect within plus or minus 1/2 inch of dimensions shown.
 - c. Tolerances:
 - (i) Physical Dimensions: Maximum 1/4 inch minus or 1/2 inch plus from dimension shown.
 - (ii) Elevations: Within plus or minus 1/2 inch.

3.3 FORM REMOVAL

- A. Non-supporting forms may be removed after cumulatively curing at not less than 50 degF for 48 hours from time of concrete placement if:

1. Concrete is sufficiently hard so as not to sustain damage by form removal operations.
 2. Curing and protection operations are maintained.
- B. In accordance with ACI 318/318R, Chapter 6, and at such time as concrete has reached compressive strength equal to 80 percent of specified 28-day compressive strength as determined by test cylinders.

END OF SECTION

SECTION 03 20 00
CONCRETE REINFORCING STEEL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section of the Specification defines the requirements for furnishing and installing Cast-In-Place Concrete Reinforcing Steel shown on the Contract Documents, as specified herein, and as needed for a complete and proper execution.
- B. Contractor shall provide all labor, materials, tools, and equipment required for the completion of the following Work, as shown on the Contract Documents and specified herein:
 - 1. Furnish, fabricate, and install all reinforcing steel and all necessary supports for reinforcing steel.
 - 2. Prepare fabrication and placement shop drawings of all reinforcing steel.
 - 3. Furnish testing services.
 - 4. Furnish all submittals required by this Section of the Specification.
 - 5. Coordinate all work with other trades.
 - 6. Comply with pertinent provisions of Division 1 of these Specifications.
- C. This Section of the Specification includes:
 - 1. Concrete Reinforcement

1.2 QUALITY ASSURANCE

- A. Company specializing in performing the Work of this Section shall have at least three years minimum experience, and meet minimum qualifications set forth in the Conditions of the Contract.
- B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- C. Work of this Section shall be subject to the requirements of Controlled Inspection as defined and regulated by the Florida Building Code.

1.3 REFERENCES

- A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:
1. Florida Building Code, latest edition
 2. American Concrete Institute (ACI):
 - a. 318/318R, Building Code Requirements for Structural Concrete and Commentary.
 - b. SP-66, Detailing Manual.
 3. Concrete Reinforcing Steel Institute (CRSI):
 - a. Placing Reinforcing Bars.
 - b. Manual of Standard Practice
 4. ASTM International (ASTM):
 - a. A82, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
 - b. A185, Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
 - c. A497, Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
 - d. A615/A615M, Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
 5. International Conference of Building Officials (ICBO): ICBO Research Report.
 6. Wire Reinforcement Institute (WRI): Manual of Standard Practice, Welded Wire Fabric.

1.4 SUBMITTALS

- A. Action Submittals:
1. Shop Drawings prepared in accordance with CRSI Manual of Standard Practice and ACI SP-66 Detailing Manual:
 - a. Bending lists.
 - b. Placing drawings.

B. Informational Submittals:

1. Lab test reports for reinforcing steel showing stress-strain curves and ultimate strengths.
 - a. Manufacturer's instructions.
2. Test results of field testing.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Unload, store, and handle reinforcing bars in accordance with CRSI publication "Placing Reinforcing Bars."

PART 2 - PRODUCTS

2.1 MATERIALS

A. Deformed Billet-Steel Reinforcing Bars:

1. Includes primary reinforcing bars, stirrups, ties, and spirals
2. ASTM A615/A615M, Grade 60, where welding is not required.

2.2 ACCESSORIES

A. Tie Wire:

1. Black, soft-annealed 16-gauge wire.
2. Nylon-, epoxy-, or plastic-coated wire.

B. Bar Supports and Spacers:

1. Use all-plastic bar supports and side form spacers meeting the requirements of CRSI "Manual of Standard Practice". Do not use other types of supports or spacers.
2. Bar supports shall have sufficient strength and stiffness to carry loads without failure, displacement, or significant deformation. Space bar supports so minimum concrete cover is maintained for reinforcing between supports.
3. In Concrete Exposed to View After Form Removal: All-plastic bar supports and side form spacers to be used.
4. Plastic Bar Supports: Manufactured by Aztec Concrete Accessories, Bloomington, CA, or equivalent.

2.3 FABRICATION

- A. Follow CRSI Manual of Standard Practice.
- B. Bend bars cold.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Notify Engineer when reinforcing is ready for inspection and allow sufficient time for inspection prior to placing concrete.
- B. Clean reinforcing bars of loose mill scale, oil, earth, and other contaminants.
- C. Coat wire projecting from precast concrete bar supports with dielectric material, epoxy, or plastic.

3.2 REINFORCING BAR INSTALLATION

- A. Bundle or space bars, instead of field bending where construction access through reinforcing is necessary.
- B. Spacing and Positioning: Conform to ACI 318/318R.
- C. Location Tolerances: In accordance with CRSI publication, "Placing Reinforcing Bars".
- D. Splicing:
 - 1. Follow ACI 318/318R.
 - 2. Use Class B tension lap splices, unless otherwise shown or permitted in writing by Engineer.
 - 3. Stagger splices in adjacent bars such that no more than 50 percent of the bars are spliced at one location, unless noted in detail or drawings. Space lap splices such that there is at least the equivalent of one Class B tension splice length of unspliced bar between splices unless noted in detail or drawings.
- E. Tying Reinforcing Bars:
 - 1. Tie every other intersection on mats made up of Nos. 3, 4, 5, and 6 bars to hold them firmly at required spacing.
 - 2. Bend tie wire away from concrete surface to provide clearance of 2 inches from surface of concrete to tie wire.
- F. Straightening and Rebending: Field bending of reinforcing steel bars is not permitted.
- G. Unless permitted by Engineer, do not cut reinforcing bars in field.

3.3 TESTS AND INSPECTION

- A. An independent testing agency shall be retained by Owner and approved by the Engineer to visually inspect the reinforcement placement, spacing and sizing.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT:

- A. Reinforcing steel bars, including galvanized and epoxy-coated reinforcements, and wire reinforcement will be measured for payment by lump sum.
 - 1. Weights will be determined from computations based on the nominal weights listed in ACI 318, Appendix on Steel Reinforcement Information. For galvanized and epoxy-coated reinforcements, the weights of the zinc and epoxy coatings will not be included.
 - 2. Laps of bars for splices indicated will be measured for payment. Splices for Contractor's convenience will not be measured for payment. When bars are spliced by welding, the weight for payment will be as computed for lapped splices.

PAYMENT:

- 4.2 A. Payment for all work specified in this Section shall be included in the Contractor's Bid Price.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide cast-in-place concrete as shown on the Drawings and as specified herein.
- B. Contractor shall provide all labor, materials, tools, and equipment required for the completion of the following Work, as shown on the Contract Documents and specified herein:
 - 1. Furnish, transport, place, consolidate, and finish all concrete.
 - 2. Furnish testing services.
 - 3. Furnish all submittals required by this Section of the Specification.
 - 4. Coordinate all work with other trades.
 - 5. Comply with pertinent provisions of Division 1 of these Specifications.
- C. Provide quality assurance/ quality control testing and reporting of all cast-in- place concrete as specified herein.

1.2 RELATED WORK

- A. Section 03 10 00 Concrete Forming and Accessories
- B. Section 03 20 00 Concrete Reinforcing Steel

1.3 QUALITY ASSURANCE

- A. Standards:
 - 1. Florida Building Code, latest edition
 - 2. ACI 301, Specifications for Structural Concrete for Buildings
 - 3. ACI 318, Building Code Requirements for Reinforced Concrete
 - 4. Local codes and regulations
- B. Plant Qualification: Comply with all requirements of the Check List for Certification of Ready Mixed Concrete Production Facilities of the National Ready Mixed Concrete Association and ASTM C 94.
- C. Worker Qualification: Workers with at least 5 years' experience in performing concrete work of high quality, including forming, color, texture and finishing and of the size and complexity of this project.

- D. Testing: The Contractor shall provide quality assurance and quality control testing of cast-in-place concrete as follows and keep the County informed of testing schedule. The Contractor shall engage a County approved materials testing firm to perform all tests required.
1. Obtain standard laboratory compressive test cylinders as required at County approved materials testing laboratory when any concrete is discharged from the mixer at the point of placing. Test cylinders will be made and cured by the laboratory in accordance with the requirements of ASTM C 31, including a minimum of 6 cylinders for each 50 cubic yards or fraction thereof placed each day, for each type of concrete. The cylinders will be cured under laboratory conditions and will be tested in two groups of three at 7 and 28 days of age, respectively in accordance with the requirements of ASTM C 39.
 2. Air entrainment tests will be made by the laboratory when concrete is discharged from the mixer at the point of placing, for each pour or other volume of concrete for which a set of test cylinders is required in accordance with the previous paragraph. The amount of air entrained will be determined by either the pressure method or the volumetric method in accordance with ASTM C231 or ASTM C173, respectively.
 3. The laboratory will make slump tests of concrete as it is discharged from the mixer at the point of placing. Slump tests will be made of every batch of concrete placed, and failure to meet specified slump requirements will be sufficient cause for rejection of that batch.
- E. Evaluation and Acceptance of Concrete: Evaluation and acceptance of concrete will be in accordance with ACI-318, Chapter 5.

1.4 SUBMITTALS

- A. Submit the following information for review:
1. Plant Qualification: Submit satisfactory evidence indicating compliance with the specified qualification requirements.
 2. Materials: Submit satisfactory evidence indicating that materials to be used, including cement, aggregates and admixtures meet the specified requirements.
 3. Design Mix: Submit the design mix to be used as prepared by qualified persons. The design of the mix is the responsibility of the Contractor subject to the limitations of the Specifications.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Cement:

1. Domestic Portland cement conforming to the requirements of ASTM C 150, Type I cement (Class B concrete) for buildings and Type II (Class A concrete) for all marine structures including boat launch ramps, gangway abutments and new retaining wall caps. Type II (Class B concrete) shall be used for landside structures including buildings, utility structures and site/civil work.
2. Use only one brand of cement in any individual structure unless otherwise approved by the Engineer. Do not use cement which has become damaged, partially set, lumpy or caked and discard the entire contents of the sack or container which contains such cement. Do not use salvaged or reclaimed cement.
3. Fly ash may be used in Class A concrete. Fly ash shall conform to ASTM C618, Class F and shall not exceed 20 percent by weight of Cement.

B. Aggregates: ASTM C 33. Coarse aggregates shall be size No. 67, 3/4-inch to No. 4 or No. 57, 1-inch to No. 4, unless otherwise directed by the Engineer.

C. Water: Potable quality, clean and free from injurious amounts of deleterious materials.

D. Air Entraining Admixture: ASTM C 260.

E. Water Reducing and Retarding Admixture:

1. Water Reducing Admixtures: ASTM C494 Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.
2. Water Reducing and Retarding Admixtures: ASTM C494 Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.

3. Accelerating Admixtures: ASTM C494 Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.
- F. Curing Compound: ASTM C 309, Type 1 and Type 1D, Class A and Class B, equal to Super Rez-Seal, by Euclid Chemical Co., or Burke Aqua Resin Cure by The Burke Company.
- G. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one part cement to two and one-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.
- H. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concessive 1001-LPL, or equal.
- I. Powdered Epoxy Coating For Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349, or equal.

2.2 MIXES

- A. General Requirements:
 1. Mix Design: Conform to ACI 318, Section 5.3. Submit data on consecutive tests and standard deviation.
 2. Maximum Water-Cement Ratio:
0.42 (lbs/lb) - Class A for all concrete
 3. Air Content: 5 percent plus or minus 1.5 percent.
 4. Slump: 4-inches plus or minus 1.5 inches for Class A concrete
 5. Minimum Compressive Strength at 28 Days:
Classes A: 4,000 psi
- B. Production of Concrete:
 1. General: Use ready mixed concrete, batched, mixed and transported in accordance with ASTM C 94, unless as otherwise indicated.

2. Air Entraining Admixture: Add admixture into the mixture as a solution measured by means of an approved mechanical dispensing device, and as a part of the total mixing water.
 3. Water Reducing and Retarding Admixture: Measure and add water reducing and retarding admixture as recommended by the manufacturer. Complete the addition of the admixture within one minute after addition of water to the cement has been completed, or prior to the beginning of the last three-quarters of the required mixing, whichever occurs first. Store, handle and batch admixtures in accordance with the recommendations of ACI 68.
- C. Delivery Tickets: Conform to ASTM C94, including cement content and water/cement ratio. Furnish ticket for each batch of ready-mixed concrete delivered to the site.
- D. Temperatures: Deliver concrete to site at temperature not higher than 90 degrees F, otherwise, add ice to reduce the temperature, as recommended by ACI.
- E. Modifications to the mix: **Do not** make modifications to the mix in the plant or on the job site which will decrease the cement content or increase the water-cement ratio beyond that specified. Concrete that exceeds the water to cement ratio will be rejected and all cost associated with the removal, repair and replacement are the burden of the contractor.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Preparations before Placing: Place no concrete until the approval of the project representative has been received. Ensure that forms are thoroughly clean and reinforcing and all other items required to be set in concrete have been placed and thoroughly secured. Notify project representative 24 hours before concrete is placed.
- B. Conveying:
1. General: Transport concrete from the truck to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of ingredients to maintain the quality of the concrete. Place no concrete more than 90 minutes after mixing has begun for that batch.
 2. Buckets and Hoppers: Provide buckets and hoppers having discharge gates with a clear opening equal to no less than one-third of the maximum interior

horizontal area or five times the maximum aggregate size being used, and having side slopes no less than 60 degrees. Provide controls on gates to permit opening and closing during the discharge cycle.

3. Runways: Provide runways as specified in Section 03 11 00. Use extreme care to avoid displacement of reinforcement during the placing of concrete.
4. Elephant Trunks: Use hoppers and elephant trunks to prevent the free fall of concrete for more than 6-feet.
5. Chutes: Provide metal or metal lined chutes having a slope not exceeding one vertical to two horizontal and not less than one vertical to three horizontal. Use chutes more than 20-feet long and chutes not meeting the slope requirements only if they discharge into a hopper before distribution.
6. Pumping Equipment: If required, provide pumping equipment and procedures conforming to ACI 304.2R, Placing Concrete by Pumping Methods. Measure slump at the point of discharge. Do not allow loss of slump in pumping to exceed 1 1/2-inches.
7. Conveying Equipment Construction: Do not use aluminum or aluminum alloy pipe for tremies or pump lines and chutes, except for short lengths at the truck mixer.
8. Cleaning: Clean conveying equipment at the end of each concrete operation.

3.2 APPLICATION

A. Placing:

1. General: Deposit concrete continuously, or in layers of such thickness (not exceeding 2-feet in depth) that no concrete will be deposited on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness. Repair any such seams or planes of weakness with injected epoxy grout and patch to match adjacent surfaces.
2. Supported Elements: Allow at least two hours to elapse after depositing concrete in columns or walls before depositing in beams, girders, or slabs supported thereon.
3. Segregation: Deposit concrete as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. Do not subject the concrete to procedures which cause segregation.

4. Concrete Under Water: Place all concrete in the dry, except at bulkhead cap extended below tidal waters.
- B. Consolidating Concrete:
1. General: Consolidate concrete by means of internal vibrators operated by competent workmen.
 2. Vibrators: Use vibrators having a minimum head diameter of at least 2-inches, a minimum centrifugal force of 700-pounds and a minimum frequency of 8,000 vibrations per second.
 3. Vibrators for Confined Areas: In confined areas, use additional vibrators having a minimum head diameter of 1 1/2-inches, a minimum centrifugal force of 300-pounds and a minimum frequency of 9,000 vibrations per second.
 4. Spare Vibrator: Keep one spare vibrator for each three in use on the site during all concrete placing operations.
 5. Use of Vibrators: Insert and withdraw vibrators at points approximately 18-inches apart. At each insertion operate vibrator for 5 to 15 seconds. Do not transport concrete in the forms by means of vibrators.
- C. Protection: Do not allow rainwater to increase the mixing water or to damage the surface finish. Protect concrete from construction overloads and do not apply design loads until the specified strength has been attained.
- D. Construction Joints: Except as otherwise indicated on the Drawings, provide horizontal construction joints at top of foundation members and slabs on grade and at the soffit of supported slabs and beams. Locate other horizontal and vertical construction joints as indicated on the Drawings. Except in the locations shown, provide no other joints, unless otherwise recommended by the Contractor and approved by the Engineer.
- E. Bonding: Before depositing new concrete on or against concrete that has set, thoroughly clean the surfaces of the set concrete to expose the coarse aggregate and to ensure they are free of laitance, coatings, foreign matter and loose particles. Retighten forms. Dampen, but do not saturate hardened concrete of joints and then thoroughly cover with a coat of cement grout of similar proportions to the mortar in the concrete. Place the grout as thick as possible on vertical surfaces and at least 1/2-inch thick on horizontal surfaces. Place the fresh concrete before the grout has attained its initial set.

- F. **Embedded Items:** In addition to steel reinforcement, securely place pipes, inserts and other metal objects as shown, specified or ordered to be built into, set in or attached to the concrete. Take all necessary precautions to prevent these objects from being displaced, broken or deformed. Before concrete is placed, take care to determine that all embedded parts are firmly and securely fastened in place as indicated. Thoroughly clean surfaces free from paint and other coating, rust, scale, oil, and other foreign matter. Pressure test embedded pipes for leakage, as specified elsewhere, before concrete is placed. Wrap metal rainwater leaders, firelines and other such piping with at least two thicknesses of 30 lb. roofing felt before placing concrete. Do not embed wood in concrete. Pack concrete tightly around pipes and other metal work to prevent leakage and to secure perfect adhesion. Adequately protect drains from intrusion of concrete.
- G. **Bonding To Existing Surfaces:** Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.3 FORM REMOVAL

- A. Do not remove formwork which supports the weight of the concrete in place until the concrete has attained its specified 28 day compressive strength and at least seventy percent (70%) of 28 day compressive strength for all other structural conditions. Alternate provisions for form removal may be considered as presented to and approved by the project engineer.

3.4 CONCRETE FINISHINGS

- A. **Repair of Surface Defects:**
1. **General:** Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6-inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.
 2. **Removal of Defective Concrete:** Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.
 3. **Bonding Grout:** Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.

4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.
5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces as follows:
 - a. Vertical surfaces exposed to water: Repair defective concrete, remove fins, fill depressions 1/4-inch or deeper, and fill tie holes. In addition, fill depressions and airholes with mortar. Dampen surfaces and then spread a slurry consisting of one part cement and one and one-half parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.
 - b. Tops of beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.
2. Flat Surfaces:
 - a. After concrete has been consolidated, finish all concrete flat surfaces with a floated finish. After floating, trowel the surface and before it sets pass a soft broom drag over the surface to produce a light broom finish, uniform in texture and appearance. Finish exposed edges of slabs, and tops of caps with a 1/4 -inch radius edge if a chamfer is not indicated.
 - b. Saw Cut Joints: Cut joints that are to be saw cut not sooner than 2 hours after the concrete is poured and not later than 8 hours after the pour.

3.5 PROTECTING

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and

columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound.

2. Do not apply curing compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.
3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30% solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft. per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.
4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

END OF SECTION

SECTION 03 39 00
CONCRETE CURING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section of the Specification defines the requirements for Cast-In-Place Concrete Curing where shown on the Contract Documents, as specified herein, and as needed for a complete and proper execution.
- B. Contractor shall provide all labor, materials, tools, and equipment required for the completion of the following Work, as shown on the Contract Documents and specified herein:
 - 1. Furnish, install and execute concrete curing
 - 2. Furnish all submittals required by this Section of the Specification.
 - 3. Coordinate all work with other trades.
 - 4. Comply with pertinent provisions of Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Company specializing in performing the Work of this Section shall have at least three years minimum experience, and meet minimum qualifications set forth in the Conditions of the Contract.
- B. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- C. Contractor shall be responsible for the quality of the concrete and concrete construction. Quality of concrete will be determined, by the Project Representative, based on conformance with the requirements of this Section of the Specification.
- D. Approvals of any kind, by Project's Representative or the Engineer of Record, shall in no way relieve Contractor of its responsibility for the furnishing of concrete of specified quality.

1.3 REFERENCES

- A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:
 - 1. Florida Building Code, latest edition

2. ASTM International (ASTM):
 - a. ASTM C171, (2007) Standard Specification for Sheet Materials for Curing Concrete.
 - b. C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing concrete.
 - c. C1315, Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
3. American Concrete Institute (ACI)

1.4 SUBMITTALS

- A. Action Submittals:
 1. Manufacturers' data for the following products:
 - a. Evaporation retardant.
 - b. Curing Materials.
 2. Curing methods proposed.
- B. Informational Submittals:
 1. Curing Materials: Manufacturer's Certificate of Compliance showing moisture retention requirements.
 2. Retardants for Exposed Aggregate Finish: Manufacturer's Certification of Compliance.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials for Curing Concrete:
 1. Impervious Sheeting: ASTM C171; waterproof paper, clear or white polyethylene sheeting, or polyethylene-coated burlap.
 2. Pervious Sheeting: AASHTO M182.
 3. Liquid Membrane-Forming Curing Compound: ASTM C309, white-pigmented, Type 2, Class B, and ASTM C1315: water-based, high-solids content:
 - a. Moisture Loss: 0.40 kg/square m/72 hours maximum.
 - b. Capable of meeting moisture retention at manufacturer's specified application rate.
 4. Manufacturers and Products:

- a. Chemrex, Inc.; Masterkure.
 - b. Euclid Chemical Co.; Super Diamond Clear VOX.
 - c. WR Meadows, Inc.;VOCOMP-30.
 - d. Vexcon Chemical, Inc.; Starseal 1315.
 - e. Dayton Superior; Safe Cure and Seal 30%.
- B. Evaporation Retardant:
1. Optional: Fluorescent color tint that disappears completely upon drying.
 2. Manufacturers and Products:
 - a. Master Builders Co.; Confilm.
 - b. Euclid Chemical Co.; Eucobar.
- C. Water: Clean and potable, containing less than 500 ppm of chlorides.

PART 3 - EXECUTION

3.1 CURING OF CONCRETE

- A. Use one of the following methods as approved by Engineer:
1. Bulkhead Caps:
 - a. General: Where concrete is to receive coatings or other similar finishes, use only water curing procedures.
 - b. Method 1: Leave concrete forms in place and keep entire surfaces of forms and concrete wet for 14 days, then apply liquid membrane forming curing compound immediately after removal of forms.
 - c. Method 2: Continuously soak 100 percent of the exposed surfaces with water for 14 days starting immediately after removal of forms, then apply liquid membrane-forming curing compound immediately after removal of forms.
 2. Top of Bulkhead Caps :
 - a. Method 1: Protect and soak surface by water ponding for 14 days, then apply liquid membrane-forming curing compound immediately after removal of forms.
 - b. Method 2: Cover with burlap or cotton mats and keep continuously soaked for 14 days, then apply liquid membrane-forming curing compound immediately after removal of forms.
 - c. Where water curing for concrete during cold weather (below freezing) is not possible, use Engineer-approved liquid membrane

forming curing compound at manufacturer's recommended coverage per gallon.

- d. Protect concrete during cold weather with plastic sheets or other material inside required heated enclosure.
- B. Use only water curing where clear sealer and other special coatings are required

3.2 EVAPORATION RETARDANT APPLICATION

- A. Spray onto surface of fresh concrete immediately after screeding to react with surface moisture.
- B. Reapply as needed to ensure a continuous moist surface until final finishing is completed.

3.3 MANUFACTURER'S SERVICES

- A. Provide manufacturer's representative at Site for installation assistance, inspection, and certification of proper installation for products specified.

END OF SECTION

SECTION 05 05 23
WELDING

PART I - GENERAL

1.1 Summary

- A. This specification is for the welding of shear studs on the sheet piles at the cap. If other production welding is required, those welds shall also follow the requirements of this specification.

1.2 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Society of Mechanical Engineers (ASME):
 - a. BPVC SEC V, Nondestructive Examination.
 2. American Society of Nondestructive Testing (ASNT): SNT-TC-1A, Personnel Qualification and Certification in Nondestructive Testing.
 3. ASTM International (ASTM): A370, Standard Test Methods and Definitions for Mechanical Testing of Steel Products.
 4. American Welding Society (AWS):
 - a. A2.4, Standard Symbols for Welding, Brazing, and Nondestructive Examination.
 - b. A3.0, Standard Welding Terms and Definitions; Including Terms for Adhesive Bonding, Brazing, Soldering, Thermal Cutting and Thermal-spraying.
 - c. D1.1/D1.1M, Structural Welding Code - Steel.
 - d. D1.4/D1.4M, Structural Welding Code - Reinforcing Steel.
 - e. QC1, Standard for AWS Certification of Welding Inspectors.
 5. International Code Council, Inc. (ICC):
 - a. Florida Building Code, latest edition

1.3 DEFINITIONS

CJP: Complete Joint Penetration.
CWI: Certified Welding Inspector.
MT: Magnetic Particle Testing.
NDE: Nondestructive Examination.
NDT: Nondestructive Testing.
PJP: Partial Joint Penetration.
PQR: Procedure Qualification Record.
PT: Liquid Penetrant Testing.
RT: Radiographic Testing.
UT: Ultrasonic Testing.
VT: Visual Testing.
WPQ: Welder/Welding Operator Performance Qualification.
WPS: Welding Procedure Specification.

1.4 SUBMITTALS

- A. Action Submittals:
1. Shop Drawings:
 - a. Shop and field WPSs.
 - b. NDT procedure specifications prepared in accordance with ASME BPVC SEC V.
 - c. Welding Data (Shop and Field):
 - (i) Show on Shop Drawings or a weld map complete information regarding base metal specification designation, location, type, size, and extent of welds with reference called out for WPS and NDE numbers in tails of combined welding and NDE symbols as indicated in AWS A2.4.
 - (ii) Distinguish between shop and field welds.
 - (iii) Indicate, by welding symbols or sketches, details of welded joints and preparation of base metal. Provide complete joint welding details showing bevels, groove angles, and root openings for welds.
 - (iv) Welding and NDE symbols shall be in accordance with AWS A2.4.
 - (v) Welding terms and definitions shall be in accordance with AWS A3.0.
 - (vi) Submit welding data together with shop drawings as a complete package.
- B. Informational Submittals:
1. WPQs.
 2. Special Inspector reports.
 3. Testing agency personnel credentials.
 4. CWI reports.
 5. Special Inspector reports.
 6. Welding Documentation: Submit on appropriate forms in referenced welding codes.

1.5 QUALIFICATIONS

- A. WPSs: In accordance with AWS D1.1/D1.1M (Annex E Forms).
- B. WPQs: In accordance with AWS D1.1/D1.1M (Annex E Forms).
- C. CWI: Certified in accordance with AWS QC1, and having prior experience with the welding codes specified. Alternate welding inspector qualifications require approval by the Engineer.
- D. Testing Agency: Personnel performing tests shall be NDT Level II certified in accordance with ASNT SNT-TC-1A.
- E. Special Inspector: A Florida licensed professional engineer, experienced with the design, construction, inspection, and testing of high-strength bolted and welded connections, in accordance with ICC-Florida Building Code, Building, Section 2218.2.

1.6 SEQUENCING AND SCHEDULING

- A. Unless otherwise specified, all Submittals required in this section shall be submitted and approved prior to commencement of welding operations.

PART 2 - PRODUCTS

2.1 SOURCE QUALITY CONTROL

- A. Owner will retain the services of a qualified engineering testing agency, CWI, and Special Inspector, to provide source and field quality control services.
- B. CWI shall be present whenever shop welding is performed. CWI shall perform inspection, as necessary and as directed by the Special Inspector, prior to assembly, during assembly, during welding, and after welding. CWI shall perform inspections as required in AWS D1.1/D1.1M or referenced welding code and as follows:
 - 1. Verifying conformance of specified job material and proper storage.
 - 2. Monitoring conformance with approved WPS.
 - 3. Monitoring conformance of WPQ.
 - 4. Inspecting weld joint fit-up and performing in-process inspection.
 - 5. Providing 100 percent visual inspection of all welds.
 - 6. Supervising nondestructive testing personnel and evaluating test results.
 - 7. Maintaining records and preparing report confirming results of inspection and testing comply with the Work.
- C. Special Inspector shall work in conjunction with the CWI, in accordance with ICC-Florida Building Code, Building, Section 2218.2.

PART 3 - EXECUTION

3.1 GENERAL

- A. Welding and Fabrication by Welding: Conform to governing welding codes referenced in attached Welding and Nondestructive Testing Table.
- B. Welding procedure specifications shall be qualified for notch toughness by limiting heat input; charpy testing of weld metal and heat-affected zone shall be done as a part of the welding procedure qualification. Full-size specimens shall be charpy tested in accordance with ASTM A370 at a test temperature of 30 degF. The minimum average energy of the test coupons shall not be less than 25 foot-pounds.

3.1 NONDESTRUCTIVE WELD TESTING REQUIREMENTS

- A. Weld Inspection Criteria:
 - 1. Selection of welds to be tested shall be as agreed upon between the CWI, the Special Inspector, and the Contractor.

2. Unless otherwise specified, perform NDT of welds at a frequency as shown below or in the attached table in accordance with the referenced welding codes as follows. Perform UT on CJP groove welds that cannot be readily radiographed. In case there is a conflict the higher frequency level of NDT shall apply:
 - a. CJP Butt Joint Welds: 20 percent random RT.
 - b. CJP Groove Welds: 20 percent random UT.
 - c. Fillet Welds and PJP Groove Welds: 10 percent random PT or MT.
 - d. All Welds: 100 percent VT.
3. Weld Acceptance:
 - a. VT:
 - 1) Structural Pipe and Tubing: AWS D1.1/D1.1M, Paragraph 6.9, Visual Inspection, Tubular Connections.
 - 2) All Other Structural Steel: AWS D1.1/D1.1M, Paragraph 6.9, Visual Inspection, Statically Loaded Nontubular Connections.
 - 3) Stud and Deformed Bar Anchor Connections: AWS D1.1/D1.1M, Paragraph 7.8.
 - b. UT: Perform UT of CJP groove welds in accordance with AWS D1.1/D1.1M, Paragraph 6.13.3, Class R Indications.
 - c. RT: Perform RT of CJP butt joint welds in accordance with AWS D1.1/D1.1M, Paragraph 6.12.1.
 - d. PT or MT:
 - 1) Perform on fillet and PJP groove welds in accordance with AWS D1.1/D1.1M, Paragraph 6.10.
 - 2) Acceptance shall be in accordance with VT standards specified above.

3.2 FIELD QUALITY CONTROL

- A. Owner will retain the services of a qualified engineering testing agency, CWI, and Special Inspector, to provide source and field quality control services.
- B. CWI shall be present whenever field welding is performed. CWI shall perform inspection, as necessary and as directed by the Special Inspector, prior to assembly, during assembly, during welding, and after welding. CWI shall perform inspections as required in AWS D1.1/D1.1M or referenced welding code and as follows:
 1. Verifying conformance of specified job material and proper storage.
 2. Monitoring conformance with approved WPS.
 3. Monitoring conformance of WPQ.
 4. Inspecting weld joint fit-up and performing in-process inspection.
 5. Providing 100 percent visual inspection of all welds.
 6. Supervising nondestructive testing personnel and evaluating test results.
 7. Maintaining records and preparing report confirming results of inspection and testing comply with the Work.

- C. Special Inspector shall work in conjunction with the CWI, in accordance with ICC-Florida Building Code, Building, Section 2218.2 and Section 1822.1.

Special Inspector's Reports: Submit two (2) signed-and-sealed (embossed) copies of the Special Inspector's Report, including the inspection and test results of each weld inspected and/or tested, to both the Owner and to the St. Johns County (4 copies total), in accordance with ICC-Florida Building Code, Building, Section 2218.2 and Section 1822.

3.3 WELD DEFECT REPAIR

- A. Repair and retest rejectable weld defects until sound weld metal has been deposited in accordance with appropriate welding codes.

3.4 SUPPLEMENTS

- A. The supplement listed below, is a part of this Specification and the Contract Documents.
 - 1. "Welding and Nondestructive Testing" table.

Welding and Nondestructive Testing						
Spec Section	Governing Welding Codes or Standards	Submit WPS	Submit WPQ	Onsite CWI Req'd	Submit Written NDT Procedure Specifications	NDT Requirements
31 41 16 Sheet Piles	AWS D1.1/D1.1M, Structural Welding Code – Steel	Yes	Yes	Yes	Yes	100% VT; see Section 31 41 16 and Paragraph 3.02, herein
05 50 00 Metal Fabrications	AWS D1.1/D1.1M, Structural Welding Code–Steel	Yes	Yes	Yes	Yes	100% VT; see Section 05 50 00 and Paragraph 3.02, herein

END OF SECTION

SECTION 31 00 00
EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section pertains to the following:
1. Excavating and backfilling for the construction of new bulkhead and new in-fill revetment.
 2. Fill Material shall be approved and controlled. Use **ONLY** on site material or beach quality sand as defined in Section 31 23 23 Fill for Beach Dune.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill in excavations.
1. Initial Backfill: Backfill placed beside and over possible utilities encountered, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the County. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.
 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by the County. Unauthorized excavation, as well as remedial work directed by the County, shall be without additional compensation.
- D. Fill: Soil materials used to raise existing grades.
- E. Structures: Buildings, footings, foundations, seawalls, slabs, or other man-made stationary features constructed above or below the ground surface. These may be encountered within and outside project boundaries.
- F. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

- G. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as any other underground services.

1.3 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities unless permitted in writing by the County and then only after arranging to provide temporary utility services according to requirements established by the County at the time of construction.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from on-site excavations.
- B. Satisfactory Soils: Beach Quality Sand as per SECTION 31 23 23 FILL FOR BEACH/DUNE.
- C. Unsatisfactory Soils: Any other fill than noted in SECTION 31 23 23 FILL FOR BEACH/DUNE.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 4 percent of optimum moisture content at time of compaction.

2.2 PREPARATION

- A. Protect all existing seawalls, seawall tie-backs, other structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations. Protection shall be used for all structures within the project limits or beyond the project limits.
- B. Preparation of subgrade for earthwork operations including removal of rip rap, vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface and below ground in work area.
- C. Protect and maintain erosion and sedimentation controls during earthwork operations.

2.3 EXCAVATION

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

2.4 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 3 inches. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

2.5 SUBGRADE INSPECTION

- A. Proof-roll subgrade below or around any disturbed utilities to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by, rain, accumulated water, or construction activities, as directed by the County, without additional compensation.

2.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2,500 psi may be used when approved by the County.

1. Fill unauthorized excavations under other construction or utility pipe as directed by County.

2.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

2.8 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under, on top and around utilities, use beach quality sand as defined in Section 31 23 23 Fill for Beach Dune
 - 2. Behind existing seawalls, use beach quality sand as defined in Section 31 23 23 Fill for Beach Dune
 - 3. Between new and existing seawalls , use beach quality sand as defined in Section 31 23 23 Fill for Beach Dune

2.9 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 4 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 4 percent and is too wet to compact to specified dry unit weight.

2.10 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures and between the new and existing seawalls to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under and around utilities recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at least 98 percent.
 - 2. Under unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at least 85 percent.

3. Between the new and existing seawalls, compact each layer of fill material to at least 75 percent above the ground water table. Compaction below the ground water table is not required.

2.11 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades as shown on plans. Finish subgrades to required elevations within the following tolerances:
 1. Unpaved Areas: Plus or minus 1 inch.

2.12 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor shall engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Revise paragraph below to suit Project or delete if not applicable. If retaining, add other field tests, such as California bearing ratio of subgrades, subbases, and bases for paving, if required.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

2.13 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

2.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

SECTION 31 23 23
FILL FOR BEACH/DUNE

PART 1 – GENERAL

1.1 DESCRIPTION:

- A. Scope of Work: The work included under this Section consists of the testing and placement of fill material required for the dune construction as shown on the Drawings and as specified herein.
- B. Site Review: The Contractor shall review the worksite and shall be responsible for having determined to their satisfaction, prior to the submission of their bid, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract.

1.2 REFERENCE STANDARDS:

- A. AASHTO T 180: Moisture - Density Relations of Soils Using a 10-lb (4.54 kg) Rammer and an 18-in. (457mm) Drop.
- B. ASTM D 1557: Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft. lbf/ft³ (2,700 KN-m/m³))
- C. ASTM D 3282: Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.
- D. ASTM D 2487: Classification of Soils for Engineering Purposes (Unified Soils Classification System)

1.3 SUBMITTALS:

- A. Submittals shall include certification from an independent testing laboratory that the material to be used for all fills meets the specified criteria.
- B. Test results prepared by third party independent testing laboratory shall be provided to the County on a weekly basis during execution of earthwork activities.
- C. Contractor to provide Sand Source and Sand Company for approval by the Owner.

1.4 QUALITY ASSURANCE:

- A. An independent third-party testing laboratory shall be obtained by the Contractor and will make such tests as are deemed advisable. The Contractor shall schedule their work so as to

permit a reasonable time for testing before placing succeeding lifts and shall keep the laboratory informed of the progress. Costs for all testing shall be included in the Contractor's bid.

1.5 JOB CONDITIONS:

- A. Test borings made on the site and the sub-surface exploration data are included in the contract documents and are for the Contractor's information ONLY.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. All fill material shall be subject to the approval of the Owner. Contractor to supply sand source and company for approval by the owner.
- B. All fill material shall be free of organic material, trash, or other objectionable material. Excess unsuitable fill material shall be removed from the job site by the Contractor.
- C. All fill material for shall be purchased, transported, and placed onsite at Contractor's expense. Fill material shall meet the specifications/criteria of beach compatible fill as described in subsection 62B-33.005(7), F.A.C. The material shall be washed, graded natural quart (silica) sand that is free of organic or soft friable particles, and free of contamination from hazardous, toxic, and radiological substances.
- D. Common Fill Material: Common fill shall be sand and local materials classified as SW, SP, SW-SM, and SP-SM. Fill material shall have physical properties which allow it to be easily spread and compacted.
- E. Class I Soils (Soils defined herein as Class I materials are not defined in ASTM D 2487): Manufactured angular, granular material, 6 to 12 mm size, including materials such as crushed stone or rock, broken coral, crushed slag, cinders, or crushed shells.
- F. Coarse Sand: Sand shall consist of clean mineral aggregate with particle size limits.
- G. Other Material: All other material, not specifically described, but required for proper completion of the work shall be selected by the Contractor and approved by the Owner.

2.2 WATER FOR COMPACTION:

- A. Water shall be free of acid, alkali, or organic materials and shall have a pH of 7.0 to 9.0. The Contractor shall provide all water needed for earthwork. The Contractor shall provide temporary piping, valves, and trucks to convey water from the source to the point of use. The Contractor shall provide any meters required if the water is taken from a public water system.

PART 3 – EXECUTION

3.1 PROTECTION:

(Not used)

3.2 EXCAVATION:

(Not used)

3.3 FILL MATERIAL COMPATIBILITY:

- A. Fill material shall meet the specifications/criteria of beach compatible fill as described in subsection 62B-33.005(7), F.A.C.
- B. All fill material for dune construction shall be compatible with the native beach material.
- C. Materials used as fill shall be free from rocks, brush, stumps, logs, roots, debris, and organic or other deleterious materials; and must be acceptable to the Owner or the Owner's Representative.
- D. Only beach compatible fill shall be placed on the beach or in any associated dune system. All fill material placed shall be sand which is similar to that already existing in the same fixed coastal cell in coloration, grain size, and composition. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system. The contractor should certify through the sand company that the fill material meets the following material characteristics:
 - Such material shall be predominately of carbonate, quartz or similar material with a particle size distribution ranging between 0.062mm and 4.76mm, shall be similar in color and grain size distribution (sand grain frequency, mean and median grain size and sorting coefficient) to the material in the existing coastal system at the placement area and shall not contain:
 - Greater than 5 percent, by weight, silt, clay, or colloids passing the #230 sieve;
 - Greater than 5 percent, by weight, fine gravel retained on the #4 sieve;
 - Coarse gravel, cobbles or material retained on the ¾ inch sieve in a percentage or size greater than found at the placement area;
 - Construction debris, clay balls or foreign matter; or,
 - Material that results in cementation of the beach.

3.4 COMPACTION:

- A. Fill material shall be placed in 8-inch layers, measured loose, and then shall be thoroughly compacted. Prior to placing fill, the areas around structures upon which the fill is to be placed shall be cleaned of all trash and debris.
- B. Areas to be compacted shall be moistened and the soil moisture content shall be maintained within 1% of optimum moisture during compaction operation.
- C. Conduct compaction by either rolling, tamping, or any other method approved by the County in order to obtain the desired density. Materials used in rolled dikes shall be blended prior to compaction.
- D. The County shall inspect all compacted areas prior to subsequent construction operations to ensure that satisfactory compaction has been obtained.
- E. All berms shall be compacted to a density of not less than 95 percent of the maximum density as determined by ASTM D 1557 (AASHTO T 180).

3.5 TESTING:

- A. The Contractor will obtain sediment samples from the beach at the project area and send to a third-party laboratory to determine the native sand characteristics including but not limited to grain size, color, composition etc. The Contractor will obtain grain size parameters from the upland sand source to ensure fill material is compatible with the native beach material
- B. All testing as described below shall be performed by an independent third-party testing laboratory retained by the Contractor. The Contractor shall coordinate and schedule all construction operations to allow for adequate testing. Costs associated with any retesting due to failure of previous testing will be paid by the Contractor.
- C. Field density tests will be made in each 8" vertical layer lift, and using the following approximate spacing:
 - i. One test per 2,500 square feet with at least one test under each structure smaller than 2,500 square feet.
 - ii. For each lift of material placed on the berm, one test per 2,500 square feet with a minimum of one test for every 100 linear feet.
 - iii. Provide one standard Proctor maximum density test for each type and source of berm material.
 - iv. If any field density tests indicate material below the specified relative density, the Contractor shall re-compact or re-excavate, re-backfill and re-compact the area until the specific density is obtained. A minimum of two field density tests per re-compacted and/or re-excavated area will be performed to verify compliance with the Specifications. The Contractor shall be responsible for all costs associated with additional testing.

3.6 REPAIR OF DAMAGED PROPERTY:

- A. Existing curbs, walks, streets, poles, paving, survey monuments and other features, which are to remain, shall be fully protected by the Contractor. Any damaged items shall be removed and restored to their original condition at the Contractor's expense. Existing curbs and other facilities shall be altered as shown and the Contractor shall coordinate all such work with the County in which construction takes place.

3.7 ACCEPTANCE:

- A. After the specified density tests have been successfully completed, the County may cross section the fill area to verify that the fill area conforms to the lines and grades shown on the Drawings and to verify quantities of material. The Contractor shall correct deviations from line and grade in excess of the tolerances specified at no expense to the County.

++ END OF SECTION ++

SECTION 31 37 00

RIPRAP

PART 1: GENERAL

1.1 DESCRIPTION

This section covers stonework required to construct the riprap tie-in adjacent to the structure as shown on the Plans. Stone will be supplied to the site and installed per the Plans and as specified.

1.2 SUBMITTALS

1.2.1 The following items shall be submitted to the Engineer for review:

1.2.1.1 Immediately after award of this contract and no later than ten (10) days prior to the Pre-Construction Conference, all pertinent test records (stone quality, testing results, gradation, and previous use on coastal structures) from the stone source shall be submitted to the Engineer for review. Such test records will be evaluated to help determine if stones from that source can meet quality standards as hereinafter specified.

1.2.1.2 Description of the riprap tie-in structure (for tie-in to adjacent structure to the north) construction sequencing method.

1.3 SAMPLING, TESTING, AND ACCEPTANCE OF STONES

1.3.1 General

The acceptability of armor stone will be determined by existing laboratory tests, geologic examination, sampling, and laboratory testing. The Contractor shall submit quarry test results, as listed in Paragraph 2.3 of this section, from a laboratory that has been validated by the Engineer, in accordance with the tests specified herein and which are representative of the stone to be used on the project. The Contractor shall submit existing laboratory test documentation to the Engineer immediately after test completion and no less than ten (10) days prior to the Pre-Construction Conference. When satisfactory test records are not available, the proposed armor stone shall be subjected to all such tests as are necessary to determine that the stones are durable and suitable for use in the work. Tests to which the stones may be subjected include specific gravity, absorption, abrasion, accelerated expansion, and such other supplemental tests as may be necessary.

1.3.2. Sampling

Should the Contractor's documentation not include previous satisfactory laboratory test results or fail to satisfy the Engineer, samples of all types of stone proposed for use in construction shall be selected in the presence of the Engineer and delivered to the testing

lab for testing. These samples shall be delivered to the testing lab within 5 days after receipt of notification of insufficient or unsatisfactory lab tests. Samples of stone shall consist of 5 to 10 pieces with a total weight of not less than 200 pounds with an average weight of 25 pounds per piece for each rock type proposed for use as armor stone. No single piece shall weigh more than 100 pounds. The presence of the Engineer during selection of samples of stones will not relieve the Contractor of the responsibility to secure representative samples from the quarry for testing.

1.3.3. Testing

The initial sample will be tested at the Contractor's expense. Separate tests will be made for each different rock type. All tests will be conducted by an independent laboratory acceptable to the Engineer. In the event any rock type in the sample fails to pass the required tests, subsequent tests for that rock type will also be conducted at the Contractor's expense. The Engineer will be notified of the results of laboratory tests. Satisfactory Contractor documentation of laboratory test results on stone sample will not constitute approval of all rock in the quarry and will not in any way change the Contractor's responsibility for obtaining, developing, and maintaining a satisfactory source of stones. Throughout the duration of this contract, the County or Engineer may sample and test stones delivered to the construction site and proposed for use in the construction. No contract extension will be granted for specified submittal and testing time or because materials fail to meet the specification requirements.

1.3.4 Failure of Stones

Stones failing to meet the specified requirements or as determined by the Engineer shall be removed from the site at the expense of the Contractor. No materials or stones shall be placed until those materials or stones have been approved for use. Individual stones failing to meet specified requirements, or loads containing more than 10 percent by weight of stones failing to meet specified requirements, will be rejected prior to placement, or shall be removed from the site if placed on the prepared site.

PART 2: PRODUCTS

2.1 STONE SOURCES

The name and location of the stone source the Contractor proposes for supplier of the Products will be submitted to the County at time of bid. The County and/or Engineer will evaluate these sources as potential suppliers and determine if they are qualified for consideration under these Specifications. If the primary source is determined to be unqualified, subsequent sources will also be evaluated. Contractor shall select materials from an existing commercial source for which all operating permits have been obtained prior to bid opening. Contractor shall assure himself of availability of an adequate and acceptable material source based on quantity, quality, production rate, and gradation standpoints prior to submitting his bid.

2.2 STONE QUALITY

2.2.1 All rock used for any Product described hereinafter will meet the following requirements:

2.2.1.1 The Product material will be limestone stone with a unit weight of at least 135 lb/ft³. The Product will be clean, dense, hard, sound, rough, angular, close grained durable naturally occurring rock, free from overburden material that will not slake or deteriorate on exposure to the action of water or atmosphere. The faces of individual stone shall be roughly angular, not rounded in shape.

2.2.1.2 Rock will be free of cracks, joints, honeycomb, faults, flaws, seams or mineral in-fillings, or other defects that would tend to increase its deterioration from the weathering process or result in breakage during normal handling, placing, or service on the riprap tie-in structure.

2.2.1.3 Each stone shall have sufficiently uniform physical properties throughout so that all portions of the stone will meet the specified test requirements. All quarried Products will be cured in the quarry and stockpiled for a minimum of 48 hours after blasting during which time the atmospheric temperature does not drop below 40° F prior to shipment to the site.

2.2.1.4 Products will be produced only from quarries in areas free of marine basalt flows, reefs, shale, or chert.

2.2.1.5 Each stone shall not have a longest dimension greater than three times its shortest dimension.

2.2.1.6 Any stone containing an inferior rock material portion that does not meet the specified test requirements will be rejected as unsatisfactory.

2.2.1.7 Weak or inferior appearing portions of any non-uniform type stone such as igneous flow breccias, volcanic breccias, scoria cataclastic metamorphics, or irregularly cemented sedimentaries will be subjected to all testing to determine that the stone will not be susceptible to splitting or differential weathering.

2.3 TESTING

2.3.1 Testing will be performed as stated in paragraph 1.3. The test results reported by the laboratory will be considered as exact results for unit weight, absorption, abrasion, accelerated expansion, or other necessary supplemental tests, regardless of any permissible variance that may be established by test procedures in determining the acceptability of stone furnished under this contract. Test procedures to be utilized will be as follows:

Armor Stone Requirements

Test Required	Value	Test Method
Specific Gravity	>2.30	ASTM C127
Water Absorption	<5.0%	FM1-T85
Sodium Sulfate Soundness	<12% loss (after 5 cycles)	ASTM C88
L.A. Abrasion	<36% loss (after 500 revolutions)	ASTM C535
Drop Test	No new cracks developed, or no existing crack widened additional 0.1 inch, or final largest dimension greater than or equal to 90% original largest dimension of dropped piece.	EM 1110-2-2302

2.3.2 Throughout the duration of the Contract, the County may, at their own expense, sample and test stone delivered to the construction site and proposed for use in the construction, these tests will follow the same procedures outlined in this section.

2.3.3 The Contractor will be notified of the results of the laboratory tests. Satisfactory Contractor documentation of laboratory tests results on stone samples will not constitute approval of all rock in the quarry and will not in any way change the Contractors responsibility for obtaining, developing, and maintaining a satisfactory source and supply of stone.

2.3.4 Stones failing to meet the specified requirements or as determined by the Engineer to be in non-conformance shall be removed from the project site.

2.3.5 No materials or stones shall be placed until those materials or stones have been reviewed for use in construction at the delivery or stockpile site by the Engineer.

2.4 GRADATION:

2.4.1 The armor stone shall be **uniformly graded** and conform to the following size gradation for the in-place condition on the riprap tie-in structure:

Percent Smaller by Weight	Stone Weight (lbs.)	Stone Diameter (ft.)
100 (max)	16,500	5.0
85	8,020	3.9
50	4,100	3.25
15	1,640	2.3
0 (min)	520	1.6

Ensure that at least 97% of the material by weight is smaller than Weight Maximum pounds.

Ensure that at least 50% of the material by weight is greater than Weight 50% pounds.

Ensure that at least 85% of the material by weight is greater than Weight Minimum pounds.

- 2.4.2 Gradation tests of the stone shall be accomplished at the quarry. Tests by weight shall be made by the Contractor in the presence of the Engineer. The Contractor shall notify the Engineer not less than three working days in advance of each test. A minimum of one test shall be performed for each 5,000 tons of stone.
- 2.4.3 Specified gradation is for the installed (in-place) condition. Contractor shall consider breakage during material handling, delivery and installation in order to provide the specified in-place stone gradations.
- 2.4.4 Physical Requirements of Broken Limestone

Use broken stone meeting the following physical requirements:

Absorption (FM 1-T85)	Maximum 5%
Los Angeles Abrasion (ASTM C535)	Maximum 36% loss (after 500 revolutions)
Soundness (Sodium Sulfate) (AASHTO T 104)	Maximum loss 12%* (after five cycles)
Flat and elongated pieces	Materials with least dimension less than one third of greatest dimension not exceeding 10% by weight.
Dirt and Fines	Materials less than 1/2 inch in maximum dimension accumulated from interledge layers, blasting or handling operations not exceeding 5% by weight.
Drop Test** (EM 1110-2-2302)	No new cracks developed, or no existing crack widened additional 0.1 inch, or final largest dimension greater than or equal to 90% original largest dimension of dropped piece.
* The Engineer may accept rubble exceeding the soundness loss limitation if performance history shows that the material will be acceptable for the intended use.	
** The Engineer will waive the Drop Test unless required to ensure structural integrity. Provide all equipment, labor and testing at no expense to the Department. EM refers to the US Army Corps of Engineer's Specification Engineering Method.	

2.4.5 Source Approval and Project Control

The Engineer will approve mineral aggregate sources in accordance with the following:

- 2.4.5.1 The Engineer may perform Independent Verification tests on all materials placed on the project.
- 2.4.5.2 The Engineer will check the gradation of the riprap by visual inspection at the project site. Resolve any difference of opinion with the Engineer in accordance with the method provided in FM 5-538.

- 2.4.5.3 The Engineer may test components in a blend of stone processed from different geologic formations, members, groups, units, layers, or seams. The Engineer may select components based on like color, surface texture, porosity, or hardness. The Engineer will reject any blend if a component that makes up at least five percent by volume of the blend does not meet these specifications.

PART 3: EXECUTION

3.1 SITE PREPARATION

All debris that lie within the template of the riprap tie-in structure or interfere with construction shall be removed and disposed of at the Contractor's expense. Immediately prior to placing stone, the area to receive the stone will be inspected by the Engineer and no material shall be placed thereon until that area has been approved.

3.2 GENERAL STONE PLACING

- 3.2.1 Stone shall be delivered to the project site for installation of the riprap tie-in structure by methods that will minimize multiple re-handling of the materials to minimize breakage. Acceptance of stone gradations will be conducted by the engineer based on in-place materials. If excessive breakage occurs so that in-place required gradations are not being provided, the installed stone may be rejected by the Engineer which require the Contractor to remove and replace the installed materials.
- 3.2.2 Stone shall be mechanically placed shall be constructed to the lines, grades, and thickness shown. Stone shall be placed to its full course thickness in one operation and in such manner as to avoid displacing the underlying material. Placing stone through chutes, dropping more than 2 feet (above or below water surface), and other methods which may segregate the various sizes or damage the armor stone or underlying material will not be permitted.
- 3.2.3 Rearranging of individual armor stone may be required to the extent necessary to secure the results specified. Any area in the completed maintenance construction which contains objectionable segregation of stone sizes shall be excavated, removed from the site of the work, and replaced with material conforming with these specifications.
- 3.2.4 Stone shall be placed within the limits shown on the Plans. All stone shall be placed by clamshell bucket, stone grab, trackhoe or excavator equipped with a thumb or grappaling attachment, or by some other method approved by the Engineer that will not drop or cast the stone, but will release the stone in such a manner that they will be properly interlocked with the underlying or adjacent stones to resist displacement by wave action and provide a uniform and compact section. Stones shall be firmly set and well supported by underlying or adjacent stones to resist displacement by wave action and provide a uniform and compact section.

- 3.2.5 The Contractor shall place the stone on the riprap tie-in structure using methods, techniques, and equipment that will produce a tight-fitting mass of stone.
- 3.2.6 Armor stone shall be installed using “Selected Placement” method. This method requires the careful selection and mechanical placement of individual armor stones to achieve a high degree of interlocking and stability between adjacent stones. Individual stones shall be selected for placement on the structure and repositioned as necessary to produce a tight fitting and interlocked structure.
- 3.2.7 Stone shall be constructed, within the specified tolerance, to the lines and grades shown on the Plans. The Contractor will not be paid for stone placed outside the allowable tolerance. The Contractor shall relocate the unsatisfactorily placed stone within the specified limits for payment or the weight of the stone so misplaced will be estimated by the Engineer and the payment deductions shall be determined from this estimate and the bid unit price of the stone.
- 3.2.8 The largest armor stones shall be well distributed and the entire mass of armor stones in their final position shall be graded to conform to the gradation specified in paragraph 2.4 above. The finished armor stone shall be free from objectionable pockets of small stones and clusters of larger stones.
- 3.2.9 Placing stone by dumping it at the top of the slope and pushing it down the slope will not be permitted. The desired distribution of the various sizes of stones throughout the mass shall be obtained by selective loading of the material at the quarry or other source, by controlled dumping of successive loads during final placing, or by other methods of placement that will produce the specified results.
- 3.2.10 Rearranging of individual armor stones by mechanical equipment may be required to the extent necessary to obtain a reasonably well-graded distribution of armor stone sizes as specified above.
- 3.2.11 The Contractor shall maintain the stone until accepted by the Engineer and any material displaced prior to acceptance and due to the Contractor’s negligence shall be replaced at his own expense.
- 3.2.12 Smaller armor stone shall be utilized to “chink” the voids of the structure.
- 3.2.13 Placement of stone shall start at the toe of the structure and progress up the slope, diagonally across the face of the structure. Placing of stone by methods that will likely cause segregation of various sizes will not be permitted.
- 3.2.14 Placing of armor stone shall insure that the stones are firmly set and supported by underlying materials and adjacent stones. Stones shall be placed such that at least three sides of the placed stone are in contact with the adjacent in-place stones. Loose and unstable stones shall be reset by picking the stone up off the slope and twisting and

rolling it back into its required position or be replaced with a different stone to ensure sufficient stability.

3.2.15 Placement of stone shall be suspended when adverse wave, weather, or tidal conditions will not allow proper installation of the stone materials.

3.3 TOLERANCES

3.3.1 Vertical

A tolerance of +/- 6 inches from the surface plane of the armor layer shown will be allowed for armor stone. Either extreme of such tolerance shall not be continuous over an area greater than 200 square feet. The tolerance limit will be determined on the basis of the average surface elevation within 10 square feet. The armor stone surface shall be shaped with plating equipment of bucketing in order to achieve a uniform surface with no stones protruding more than 6-inches from the average surface area.

3.3.2 Horizontal

The horizontal location tolerance of the riprap tie-in structure as measured along the top of the structures and defined by work points will be +/- 6 inches.

PART 4: MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

Measurement for payment of Stone and installation as specified in this section will be based on lump sum. Quantities delivered to the site by truck or barge will be documented, but not used for measurement and payment. All surveys and associated costs to document quantities shall be paid for at the Contractor's expense.

4.2 PAYMENT

Payment for all work specified in this Section shall be included in the Contractor's Bid Price.

- END OF SECTION -

SECTION 31 41 16
STEEL SHEET PILING

PART 1 - GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 (2015) Structural Welding Code - Steel

ASTM INTERNATIONAL (ASTM)

ASTM A328 (2013a) Standard Specification for Steel Sheet Piling

ASTM A572/572M (2015) Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel

ASTM A6/6M (2014) Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling

ASTM A857/857M (2007; R 2013) Standard Specification for Steel Sheet Piling, Cold-Formed, Light Gage

INTERNATIONAL CODE COUNCIL, INC. (ICC):

Florida Building Code, latest edition

1.2 SUBMITTALS

A. Action Submittals:

1. Detailed fabrication and erection drawings for steel sheet piles, sleeve nuts, heavy plate washers and accessories prior to installation. Drawings shall include:

- a. Detailed bulkhead wall layout drawings, indicating each standard steel sheet pile, each special fabricated transition sections, each corner section, and showing quantity and length of each type; including tie rods, anchor walls, fabricated walers, etc.
 - b. Details of special fabricated transition sections, including complete dimensions and minimum section properties.
 - c. Details and dimensions of templates and other temporary guide structures for installing the bulkhead retaining wall system.
 - d. Welding Data (Shop and Field), in accordance with Section 05 05 23 - Welding.
- B. Informational Submittals
1. Pile driving schedule.
 2. Written sequence of setting and driving operation.
 3. Welding documentation, CWI and testing agency credentials, and CWI and Special Inspector reports in accordance with Section 05 05 23 - Welding.
 4. Drilling: Manufacturer's literature on equipment and operation procedures.
 5. Statements:
 - a. Pile pulling method.
 - b. Material Certificates:
 - (i) Submit for each shipment of steel sheet piling; certificates identified with specific lots prior to installing piling. Identification data shall include piling type, dimensions, chemical composition, mechanical properties, section properties, heat number, and mill identification mark.
 - (ii) Mill certificates, with chemical composition and mechanical properties, and product cut-sheet data on deformed anchor stud connectors.
 - c. Pile Driving Equipment: Submit descriptions of pile driving equipment to be employed in the Work for approval. Descriptive information shall include hammer manufacturer's name, model numbers, capacity, rated energy, hammer details, cushion material, helmet and templates. Show data necessary for computing bearing value of piles driven.
 6. Existing Structures Survey and monitoring program. Existing structures are to be surveyed, documented and monitored before, during and after construction. The requirements are defined in part but not limited to FDOT specifications. Contractor to follow the requirements of the FDOT Section 108 MONITOR EXISTING STRUCTURES. Acknowledgement of all parts of the FDOT specification is required including calculated distances based on hammer energy.
 7. The residential and/or commercial buildings within 300 feet of the pile driving work limits shall be surveyed before (pre-survey) and after (post-survey) the pile driving operation. Photographs of the existing damages (if any) and any new damages (if any) must be clearly documented. Initial survey to be submitted to the county before site activities begin.
 8. Description of proposed pile-driving equipment, at least two weeks prior to driving piling. Data shall include:

- a. Make and model of pile-driving hammer, including capacity and rated energy.
 - b. Weight of capblock assembly, cushion dimensions, type of cushion material, and cushion stiffness.
 - c. History of proposed pile-driving equipment installing similar sized piles in similar soils.
9. Daily Log and Record: At end of each working day, submit four (4) signed and sealed (embossed) copies of each record for every pile constructed that day, including: sheet pile pair number, driven length, pile length after cutoff (if required), top of pile elevation, and toe of pile elevation.

1.3 QUALITY ASSURANCE

- A. Notify the project representative at least 24 hours prior to installing any piles.
- B. Material Certificates: For each shipment, submit certificates identified with specific lots prior to installing piling. Include in the identification data piling type, dimensions, chemical composition, mechanical properties, section properties, heat number, and mill identification mark.

1.4 DEFINITIONS

- A. Design Position: The location of the centroid of the pile at cutoff elevation (x, y, and z coordinates) as shown.
- B. Elevations: Referenced to North American Vertical Datum of 1988 (NAVD 88).
- C. Obstruction: Sudden and significant increase of penetration resistance and deviation of pile out of tolerance resulting from encountering a subsurface or physical condition.
- D. Rated Hammer Energy:
 1. Diesel Hammers: Product of rated stroke times ram weight.
 2. Air Hammers: Rated energy from manufacturer's literature.
 3. Vibratory Hammers: Rated energy from manufacturer's literature.
- E. Refusal: Zero rate of penetration for 10 seconds during pile driving.
- F. Set: Pile penetration in inches per blow.
- G. Sweep: Deviation from straightness measured along two perpendicular faces of pile while not subject to bending forces.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Handle piling using handling holes or lifting devices. Handle long length piles with multiple lifting points and care to prevent damage to materials.
- B. Lift and handle sheet piles so that A bending stresses shall not exceed 22,500 pounds per square inch.
- C. Support piling off the ground on level blocks or racks spaced not more than 10 feet apart and not more than 2 feet from the ends. Supports between multiple lifts shall be aligned in a vertical plane.
- D. Protect piling to prevent damage to material.

- E. Piles shall not have a camber or sweep in excess of the permitted mill tolerance and ASTM A6.

PART 2 - PRODUCTS

2.1 SHEET PILES

- A. Minimum size and wall thickness shown manufactured to ASTM A572, Grade 50-ksi, for all sheet piling.
- B. Sections: Continuously interlocking type, structural characteristics as indicated on drawings, or Engineer-approved equal.
- C. Section Modulus: Base on individual whole piece, not dependent on the interlock friction between pile sections to secure the required section modulus.
- D. Stamp mill heat number on each pile.

PART 3 - EXECUTION

3.1 DRIVING EQUIPMENT

- A. Submit equipment, methods and plan to be used for driving sheet piling to Engineer for approval prior to beginning construction.

3.2 PILE LENGTHS

- A. Lengths shown are those required below cutoff.
- B. Each pile is to be marked with a unique identifier and length marks in feet painted on each pile. Numbers shall be used every 5 feet. Total length shall be painted at the top visible after driving.
- C. Furnish sheet piling with sufficient extra length to provide for fresh heading and to reach from the cutoff elevation up to position of driving equipment.

3.3 DRIVING GUIDES

- A. Position sheet piles using temporary pile template or guide walers support and anchor guide walers to form rigid structures during the sheet pile setting and driving operation.
- B. Guide Walers: Stationary (not moveable) with fluctuating water stage.

3.4 SETTING

- A. Clean pile; inspect for defects and proper interlock dimensions.
- B. Allow pile sufficient clearance in the interlocks to slide, under its own weight, in the interlock of the sheet pile previously placed until the top of existing ground is reached by the tip of the sliding pile. Do not use vibratory or drive hammer to force the interlocking of piles.

3.5 DRIVING

- A. Refer to Geotechnical Report and boring logs for indication of driving conditions.
- B. Submit driving procedure to Engineer for approval prior to beginning construction.
- C. Before driving is started, check sheet piles for position and alignment. Locate pile top within 2 inches of location shown.
- D. When unusually hard driving conditions are expected and/or are encountered, those with more than 20 blows per inch, and the specified tip elevation has not been obtained, the Contractor shall employ one or more of the following measures to advance the pile through the hard layer and to the specified minimum tip elevation:
 - 1. Provide pile toe protection and/or cutting shoe, and/or
 - 2. Predrill or preauger with a maximum hole diameter of the inside dimension of the sheet piles minus 1 inch, and/or
 - 3. Prepunch through hard layer.
- E. Pulling and Redriving:
 - 1. Contractor may be required to pull selected piles after driving to determine the condition of the underground portions of piles.
 - 2. Contractor shall be required to pull and re-drive piles that do not meet specified tolerances.
 - 3. The pile pulling method must be approved by the Engineer.
 - 4. Remove and replace at the Contractor's expense any pile pulled and found to be damaged to the extent that its usefulness in the structure is impaired.
 - 5. Re-drive piles pulled and found to be in satisfactory condition.
- F. Remove and replace sheet pile driven out of interlock at contractor's expense.
- G. Driving Tolerances:
 - 1. Not more than 1/8 inch per foot from the vertical in all directions. Furnish plumb line or other device for checking vertical alignment.
 - 2. Not more than 1 percent from vertical or 2 percent from batter shown.

3.6 PILE CUTOFF

- A. Cut square at required elevation with tools that will not damage area below cut surface.
- B. Tolerance: Plus or minus 1/2 inch.

3.7 CUTTING AND SPLICING PILES

- A. Provide sufficient length sheet piles, to eliminate the need for splicing piles.
- B. Piles with damaged heads which have been cut off to permit further driving shall be extended to required grade by welding on additional full length piles driven below grade.
- C. Pile Splicing: Butt weld, making full penetration of the web and flanges. Piles on each side of spliced piles shall be full length piles, without splices. Welding shall be in accordance with Section 05 05 23 - Welding.

3.8 FIELD QUALITY CONTROL

- A. Owner will retain the services of a qualified engineering testing agency and Special Inspector, to provide field quality control services, in accordance with ICC - Florida Building Code, Building, Section 1822.1.20 and Section 2218.2.
- B. Daily Log and Record: Document for each sheet pile driven, showing as a minimum:
 - 1. Pile identification/location include a photo of each pile with unique identifier and length marks. Pile is to be marked and documented prior to driving. This is to definitively show pile length and embedment of each pile.
 - 2. Weather/groundwater conditions.
 - 3. Date and time start and complete driving.
 - 4. Respective depths of penetration.
 - 5. Cutoff and toe elevations.
 - 6. Driving resistance for each foot of driving over entire pile length.
 - 7. Equipment used, including driving energy delivered.
 - 8. Installation method.
 - 9. Final pile head position (x, y, z coordinates) after cut off indicating if pile is installed within the specified tolerances.
 - 10. Nature and location of obstructions encountered.
 - 11. Other pertinent pile driving behavior.
- C. Inspection of Driven Piling:
 - 1. Perform continuous inspection during pile driving. Inspect all piles for compliance with tolerance requirements. Bring any unusual problems which may occur to the attention of the Engineer.
 - 2. Inspect the interlocks of the portion of driven piles that extend above ground. Remove and replace piles found to be out of interlock.
 - 3. Use divers to inspect the underwater portions of sheet piling interlocks should the question of piles out of interlock below water level be raised.
- D. Special Inspector's Reports: Submit two (2) signed-and-sealed (embossed) copies of the Special Inspector's Report, including the Daily Log and Record for each sheet pile driven, to both the Owner and to the St Johns County Building Department (4 copies total), in accordance with ICC-Florida Building Code, Building, Section 1822.1.20 and Section 2218.2.

END OF SECTION

PORPOISE POINT DRIVE SHORE PROTECTION ST. JOHNS COUNTY, FLORIDA

GENERAL NOTES

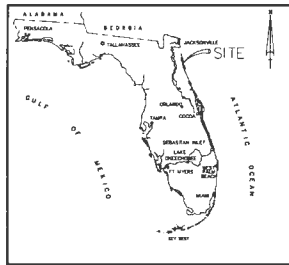
1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND PROVIDE FOR PROTECTION OF EXISTING UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY SUNSHINE ONE CALL (1-800-422-4773) 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. CONTRACTOR WILL NEED TO ANTICIPATE ENCOUNTERING BURIED RIP RAP WHILE INSTALLING SHEET PILE. BURIED RIP RAP WILL NEED TO BE REMOVED BY THE CONTRACTOR. CONTRACTOR TO FILL EXCAVATED AREAS BACK TO EXISTING GRADE OR TO PROPOSED GRADE, WHERE REQUIRED. SEE DEMOLITION NOTES ON G-001 AND NOTE 1 ON SHEET S-101.
3. ST. JOHNS COUNTY TO COORDINATE WITH PRIVATE PROPERTY OWNER FOR PLACEMENT OF SHEET PILE WALL ON SOUTH END OF PROJECT.

PREPARED FOR:

ST. JOHNS COUNTY
CONSTRUCTION SERVICES DEPARTMENT
2416 DOBBS RD
ST. AUGUSTINE, FL 32086

SHEET INDEX

DESCRIPTION	SHEET NO.
COVER SHEET	COVER
GENERAL NOTES	G-001
EXISTING SITE PLAN	EX-100
SOIL BORINGS PLAN	SB-100
SOIL BORINGS	SB-200
DEMOLITION PLAN	D-100
PROPOSED SITE PLAN	S-100
ENLARGED PROPOSED SITE PLAN	S-101
SECTIONS	S-200
DETAILS 1	S-300
DETAILS 2	S-301



VICINITY MAP



LOCATION MAP
N.T.S.

Prepared By:

ATKINS

Member of the SNC-Lavalin Group

2671 W. Eau Gallie Blvd, Suite 104
Melbourne, Florida 32935
407.875.0707

FBPR Certificate of Authorization No. 24

MAY 2023



ENGINEER OF RECORD

ATKINS
SARAH CAPONIGRO P.E.
NO. 80450

GENERAL:

- THE NOTES BELOW ARE NOT INTENDED TO REPLACE THE PROJECT SPECIFICATIONS. REFER TO THE PROJECT SPECIFICATIONS FOR REQUIREMENTS IN ADDITION TO THESE GENERAL NOTES. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THESE DRAWINGS AND OF THE PROJECT SPECIFICATIONS.
 - PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR SHALL CHECK THE DRAWINGS AGAINST THE SITE AND THE WORK AND NOTIFY THE PROJECT REPRESENTATIVE IN WRITING OF ANY SIGNIFICANT DISCREPANCIES IN EITHER DIMENSIONS AND/OR SITE CONDITIONS. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION IN ANY SUCH AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED AND APPROVED BY THE PROJECT REPRESENTATIVE.
 - THE CONTRACTOR SHALL ANTICIPATE SIGNIFICANT WATER TABLE FLUCTUATIONS. DURING THE COURSE OF THE WORK, THE CONTRACTOR IS HEREBY ADVISED THAT THE SITE IS SUBJECT TO VARIABLE ENVIRONMENTAL CONDITIONS INCLUDING HEAVY RAIN AND FLOODING, HIGH HEAT AND HUMIDITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE PROTECTION FOR ALL STRUCTURES AND ANY DISTURBED SHORELINE DURING CONSTRUCTION AGAINST EROSION OR FAILURE.
 - THE CONTRACTOR SHALL COMPLY WITH ALL WATER QUALITY REQUIREMENTS AND REGULATORY PERMITS ISSUED BY LOCAL, STATE AND FEDERAL AUTHORITIES PRIOR TO AND AT THE TIME OF CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNS, LIGHTS, SIGNALS AS REQUIRED BY THE PROJECT REPRESENTATIVE TO ADEQUATELY WARN THE PUBLIC AGAINST DANGERS AND TRIP HAZARDS WITHIN THE DESIGNATED CONSTRUCTION SITE AND WORK ZONES.
 - THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING STRUCTURES INCLUDING ADJACENT BUILDINGS, FENCES, LIGHT POLES, UNDERGROUND AND ABOVE GROUND UTILITIES AND ANY OTHER STRUCTURES WITHIN CLOSE PROXIMITY OF THE CONSTRUCTION SITE AND WORK ZONES.
- COORDINATION:**
- THE CONTRACTOR SHALL COORDINATE ALL HIS ON-SITE CONSTRUCTION ACTIVITIES WITH THE PROJECT REPRESENTATIVE.
- LOCAL BUILDING CODES:**
- THE LOCAL BUILDING CODE IS THE FLORIDA BUILDING CODE (FBC), 7TH EDITION (2008) WITH LATEST SUPPLEMENTS. ALL LOCAL ORDINANCES AND AMENDMENTS TO THE BUILDING CODE SHALL APPLY AS OF THE TIME OF BIDDING.
- GEOTECHNICAL DATA:**
- THE FOLLOWING GEOTECHNICAL INVESTIGATIONS WERE UNDERTAKEN FOR THIS PROJECT:
 - GEOTECHNICAL ENGINEERING REPORT TITLED "PROPOSED PORPOISE POINT SEAWALL, ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA" TERRACON PROJECT NO. EG285114, PREPARED BY TERRACON CONSULTANTS, INC., JACKSONVILLE, FLORIDA DATED JANUARY 29, 2021.
- ELEVATIONS:**
- ELEVATIONS ARE IN LIMITS OF FEET AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM - 1988 (NAVD83).
 - TEAL CONCRETS:
 - SEASONAL HIGH WATER LINE: EL (+) 8.38 FEET NAVD83
 - MEAN HIGH WATER LINE: EL (+) 1.71 FEET NAVD83
- DIMENSIONS:**
- DIMENSIONS OF EXISTING STRUCTURES AND SITE FEATURES SHOWN ON THE STRUCTURAL DRAWINGS ARE APPROXIMATE BASED ON BEST AVAILABLE INFORMATION AND SHALL BE CHECKED AND VERIFIED BY THE CONTRACTOR.
 - ALL NEW STRUCTURAL WORK SHALL BE FIELD MEASURED AND DIMENSIONS VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS.
 - CONTRACTOR SHALL BE PREPARED TO MAKE FIELD ADJUSTMENTS TO ACCURATELY FIT THE NEW WORK TO EXISTING SITE CONDITIONS.

DESIGN LOADS:

- DEAD LOAD (D):
 - DENSITY OF CONCRETE = 150 POUNDS PER CUBIC FOOT (PCF)
 - DENSITY OF STEEL = 490 PCF
- LIVE LOAD (L):
 - LIVE LOAD SURCHARGE LOAD: 250 POUNDS PER SQUARE FOOT (PSF)

CONTRACTOR'S SUBMITTALS:

- AS A MINIMUM, THE FOLLOWING SUBMITTALS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE PROJECT REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION ACTIVITY. REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL SUBMITTAL REQUIREMENTS.
 - CONCRETE MIX DESIGN
 - CONCRETE COMPRESSIVE STRENGTH TEST DATA FOR MIX DESIGN
 - REINFORCEMENT STEEL CERTIFICATIONS
 - REINFORCEMENT STEEL PLACEMENT DRAWINGS
 - SHEET PILING INSTALLATION PLAN AND PROCEDURE
 - SHEET PILING HAMMER SUBMITTAL
 - STEEL SHEET PILING PROPERTY SHEET.

CAST-IN-PLACE CONCRETE:

- ALL CAST-IN-PLACE STRUCTURAL CONCRETE SHALL BE COMPOSED OF TYPE I PORTLAND CEMENT AND SHALL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI.
- CONCRETE MIX DESIGN SHALL INCLUDE CORROSION INHIBITOR, PER FOOT SPECIFICATION S84-2.7.

CONCRETE CHAMFER:

- ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" X 1/4" UNLESS OTHERWISE NOTED.

CONCRETE COVER:

- CONCRETE COVER OVER REINFORCEMENT BARS SHALL BE A MINIMUM OF THREE (3) INCHES, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

REINFORCING STEEL:

- REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60.

STEEL SHEET PILING:

- STEEL SHEET PILING (SSP) SHALL COMPRISE OF HOT ROLLED SECTIONS CONFORMING TO ASTM A372, GRADE 50. INTERLOCKS SHALL BE FREE ALONG PROVIDE A MINIMUM ANGLE SUITABLE FOR THE INTENDED INSTALLATION AND MAINTAIN CONTINUOUS INTERLOCKS WHEN INSTALLED. SHEET PILING SHALL BE FULL LENGTH SECTIONS OF THE DIMENSIONS SHOWN ON THE DRAWINGS.
- CONTRACTOR MAY PROVIDE SECTIONS WHICH HAVE THE SAME OR GREATER PHYSICAL PROPERTIES AS SPECIFIED BELOW. THE NEW PILE CAP HAS BEEN DETAIL TO ACCOMMODATE A SSP DEPTH FOR DESIGN SHEET PILING INDICATED IN PROPERTIES TABLE. LARGER SHEET PILES MAY REQUIRE A WIDER PILE CAP. IF CONTRACTOR PREFERENCES TO USE A LARGER STEEL SHEET PILING, ADDITIONAL COST FOR WIDER CONCRETE CAP AND LARGER SHEET PILING COST SHALL RESULT IN NO ADDITIONAL COST TO THE CLIENT.

PROPERTY	VALUE
MINIMUM YIELDING STRENGTH	35,123 MPa (50,777 PSI)
MINIMUM THICKNESS (WEB)	0.508 IN
MINIMUM THICKNESS (FLANGE)	0.508 IN
MINIMUM CROSS SECTIONAL AREA	10.29 IN ² /FT

- ALL STEEL SHEET PILING SHALL BE INSTALLED TO ACHIEVE THE MINIMUM TOP ELEVATIONS SHOWN ON THE DRAWINGS AND SHALL BE CUT CLEAN AND LEVEL IN FIELD. TOLERANCES IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS, FROM ELEVATIONS SHOWN ON THE DRAWINGS.
- CONTRACTOR SHALL SUBMIT COMPLETE SHEET PILE LAYOUT ALONG WITH DETAILED FABRICATION AND INSTALLATION DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. ADJUSTMENTS TO NEW SSP SEAMWALL DIMENSIONS SHALL BE REQUIRED TO FIT FIELD CONDITIONS AND SAID ADJUSTMENTS SHALL BE CONSIDERED AN INCIDENTAL AND NECESSARY PART OF THE WORK.

DEMOLITION:

- REMOVE AND PROPERLY DISPOSE OF EXCAVATED MATERIAL AND RP RAP AS REQUIRED TO COMPLETE THE NEW WORK AND AS OTHERWISE DIRECTED.
- EXISTING BURIED RP RAP IS TO BE REMOVED AT THE LOCATION OF THE WALL. CONTRACTOR TO ANTICIPATE REMOVING RP RAP DOWN TO EL (+) 8.0 NAVD83 WHERE ENCOUNTERED. CONTRACTOR TO FILL EXCAVATED LOCATIONS BACK TO EXISTING GRADE OR TO PROPOSED GRADE WHERE REQUIRED.
- REFER TO PLANS.

PILE INSTALLATION:

- CONTRACTOR SHALL FOLLOW DRIVERS RECOMMENDATIONS STATED IN FINAL GEOTECHNICAL REPORT, PREPARED BY TERRACON CONSULTANTS, INC.
- CONTRACTOR SHALL SUBMIT A PILING INSTALLATION PLAN, PRIOR TO STARTING PILE DRIVING ACTIVITIES, WHICH SHALL ADDRESS, AT A MINIMUM, PILE HAMMER SIZE AND TYPE, PRE-CLEANING AND PRE-FORMING EQUIPMENT, MEANS OF PENETRATING HARD SUBSTRATE AND METHODOLOGY FOR MAINTAINING PILING ALIGNMENT DURING INSTALLATION.

REINFORCING LAP SPLICES

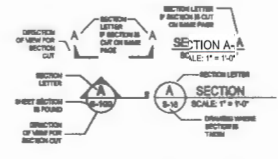
LAP SPLICE REINFORCING STEEL AS INDICATED. LAP SPLICES NOT SPECIFICALLY INDICATED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH AC 308-14, CLASS B AS INDICATED BELOW. TOP BARS ARE HORIZONTAL BARS WITH 12 INCHES OR MORE OF CONCRETE CAST BELOW THE BARS.

BAR SIZE	FOR Fy = 60 KSI AND Fc = 5,000 PSI		STD. 135° HOOK EMBED.	
	TOP BARS	OTHER BARS	LEAD	EMBED.
#3	24"	22"	4.5"	3.5"
#4	36"	28"	5.5"	4.5"
#5	42"	33"	6"	5.5"
#7	63"	48"	8"	7"
#8	72"	55"	10.5"	8.5"

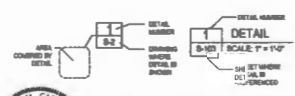
STRUCTURAL ABBREVIATIONS:

- R - DIAMETER
- AL - ALTERNATE
- B - BOTTOM
- BT - BOTTOM
- BL - BUILDING
- CON - CONCRETE
- CC - CENTER LINE
- CCAL - CONCRETE
- CCAP - CAST IN PLACE
- CCAL - CONSTRUCTION JOINT
- CCAL - CLEAN CONE
- CCAL - DETAIL IN
- CCAL - HAMMER
- CCAL - PROTECTION
- CCAL - EACH
- CCAL - EACH FACE
- CCAL - EACH WAY
- CCAL - ELEVATION
- CCAL - DIMENSION OF INCREAS
- CCAL - EQUAL SPACED
- CCAL - EXPANDED JOINT
- CCAL - CENTER
- CCAL - FINISH GRADE
- CCAL - BACKSIGHT
- CCAL - HIGH POINT
- CCAL - LOW POINT
- CCAL - BENCHMARK
- CCAL - POINT TO SCALE
- CCAL - ON CENTER
- CCAL - PLATE
- CCAL - POUNDS PER SQUARE FOOT
- CCAL - POUNDS PER SQUARE INCH
- CCAL - REFERENCE
- CCAL - REFERENCE
- CCAL - SECTION
- CCAL - SHEET
- CCAL - SPECIFICATION
- CCAL - STABILIZE STEEL
- CCAL - STEEL SHEET PILING
- CCAL - TOP AND BOTTOM
- CCAL - TYPE
- CCAL - UNLESS OTHERWISE NOTED
- CCAL - WIDTH

DRAWING SYMBOLS



SECTION SYMBOLS



DETAIL SYMBOLS

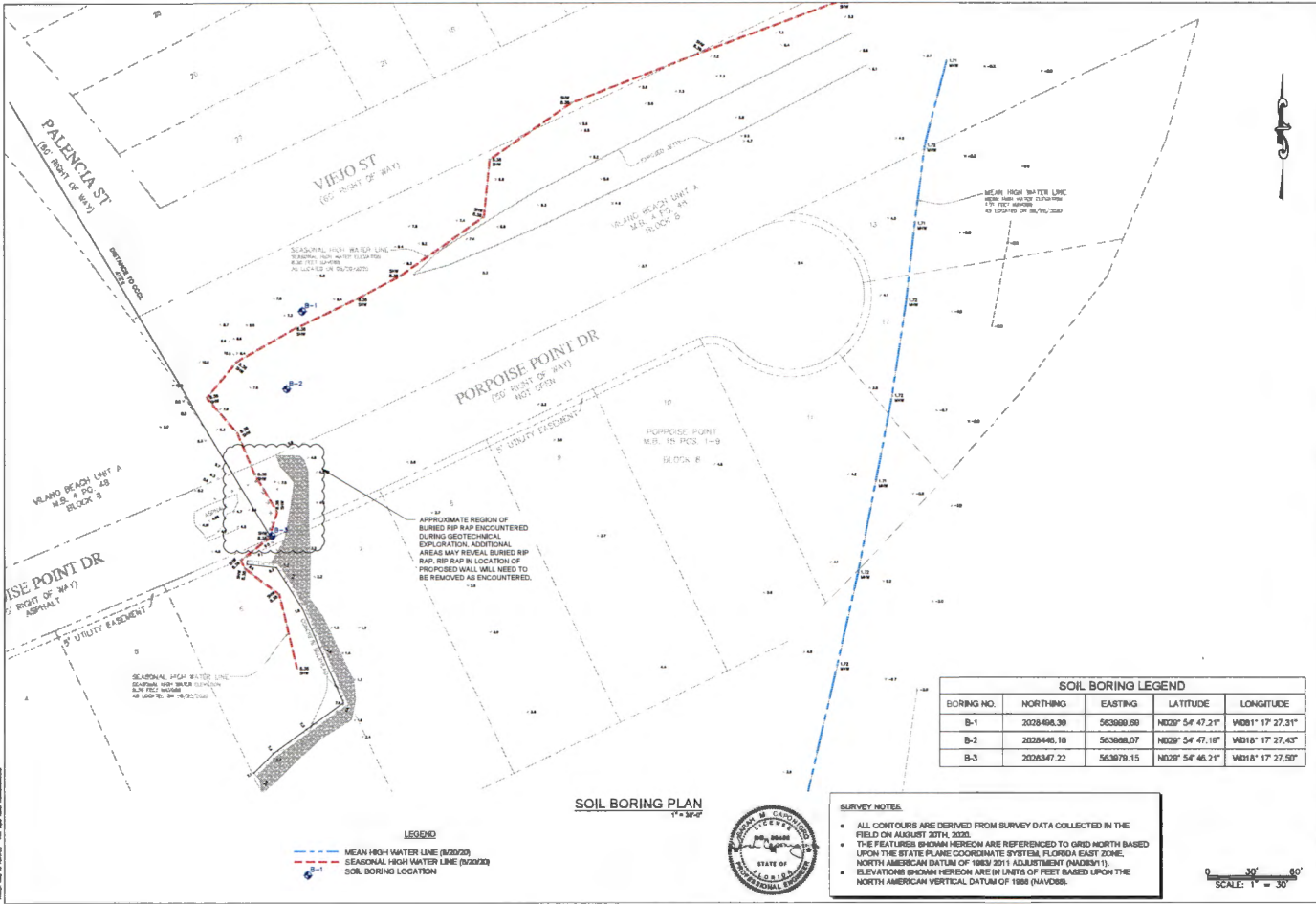


ST. JOHNS COUNTY
PORPOISE POINT DRIVE
SHORE PROTECTION

GENERAL NOTES

ATKINS

JOB NO. 190872878
 DRAWN BY: AD
 CHECKED BY: DLM
 APPROVED BY: MS
 PROJECT NO. 190872878



ST. JOHNS COUNTY
 PORPOISE POINT DRIVE
 SHORE PROTECTION
 SOIL BORING PLAN

ATKINS

100072876

AD
 DUC
 DMM
 MS

SB-100

DATE: 11/11/2020

SCALE: 1" = 30'

SOIL BORING LOG SHEET

PROJECT: **ST. JOHNS COUNTY**
 LOCATION: **PORPOISE POINT DRIVE**
 SHEET NO.: **SR-200**

DATE: _____

DESCRIPTION: _____

DEPTH (FEET)	SOIL TYPE	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	UNSATURATED SWELLING (%)	STANDARD PENETROMETER (BLows)	REMARKS
0.0							
1.0							
2.0							
3.0							
4.0							
5.0							
6.0							
7.0							
8.0							
9.0							
10.0							

SOIL BORING LOG SHEET

PROJECT: **ST. JOHNS COUNTY**
 LOCATION: **PORPOISE POINT DRIVE**
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0.0							
1.0							
2.0							
3.0							
4.0							
5.0							
6.0							
7.0							
8.0							
9.0							
10.0							

SOIL BORING LOG SHEET

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 LOCATION: **PORPOISE POINT DRIVE**
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DEPTH (FEET)	SOIL TYPE	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	UNSATURATED SWELLING (%)	STANDARD PENETROMETER (BLows)	REMARKS
0.0							
1.0							
2.0							
3.0							
4.0							
5.0							
6.0							
7.0							
8.0							
9.0							
10.0							

SOIL BORING LOG SHEET

PROJECT: **ST. JOHNS COUNTY**
 LOCATION: **PORPOISE POINT DRIVE**
 SHEET NO.: **SR-200**

DATE: _____

DESCRIPTION: _____

DEPTH (FEET)	SOIL TYPE	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	UNSATURATED SWELLING (%)	STANDARD PENETROMETER (BLows)	REMARKS
0.0							
1.0							
2.0							
3.0							
4.0							
5.0							
6.0							
7.0							
8.0							
9.0							
10.0							

SOIL BORING LOG SHEET

PROJECT: **ST. JOHNS COUNTY**
 LOCATION: **PORPOISE POINT DRIVE**
 SHEET NO.: **SR-200**

DATE: _____

DESCRIPTION: _____

DEPTH (FEET)	SOIL TYPE	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	UNSATURATED SWELLING (%)	STANDARD PENETROMETER (BLows)	REMARKS
0.0							
1.0							
2.0							
3.0							
4.0							
5.0							
6.0							
7.0							
8.0							
9.0							
10.0							

SOIL BORING LOG SHEET

PROJECT: **ST. JOHNS COUNTY**
 LOCATION: **PORPOISE POINT DRIVE**
 SHEET NO.: **SR-200**

DATE: _____

DESCRIPTION: _____

DEPTH (FEET)	SOIL TYPE	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	UNSATURATED SWELLING (%)	STANDARD PENETROMETER (BLows)	REMARKS
0.0							
1.0							
2.0							
3.0							
4.0							
5.0							
6.0							
7.0							
8.0							
9.0							
10.0							

ATKINS

ST. JOHNS COUNTY

PORPOISE POINT DRIVE

SHORE PROTECTION

SOIL BORINGS

SR-200

DATE: _____

DESCRIPTION: _____





THIS PLAN IS THE PROPERTY OF ATKINS & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ATKINS & ASSOCIATES, INC.

- LEGEND**
- DEMOLITION AREA
 - EXISTING WALL LOCATION
 - PROPOSED WALL LOCATION

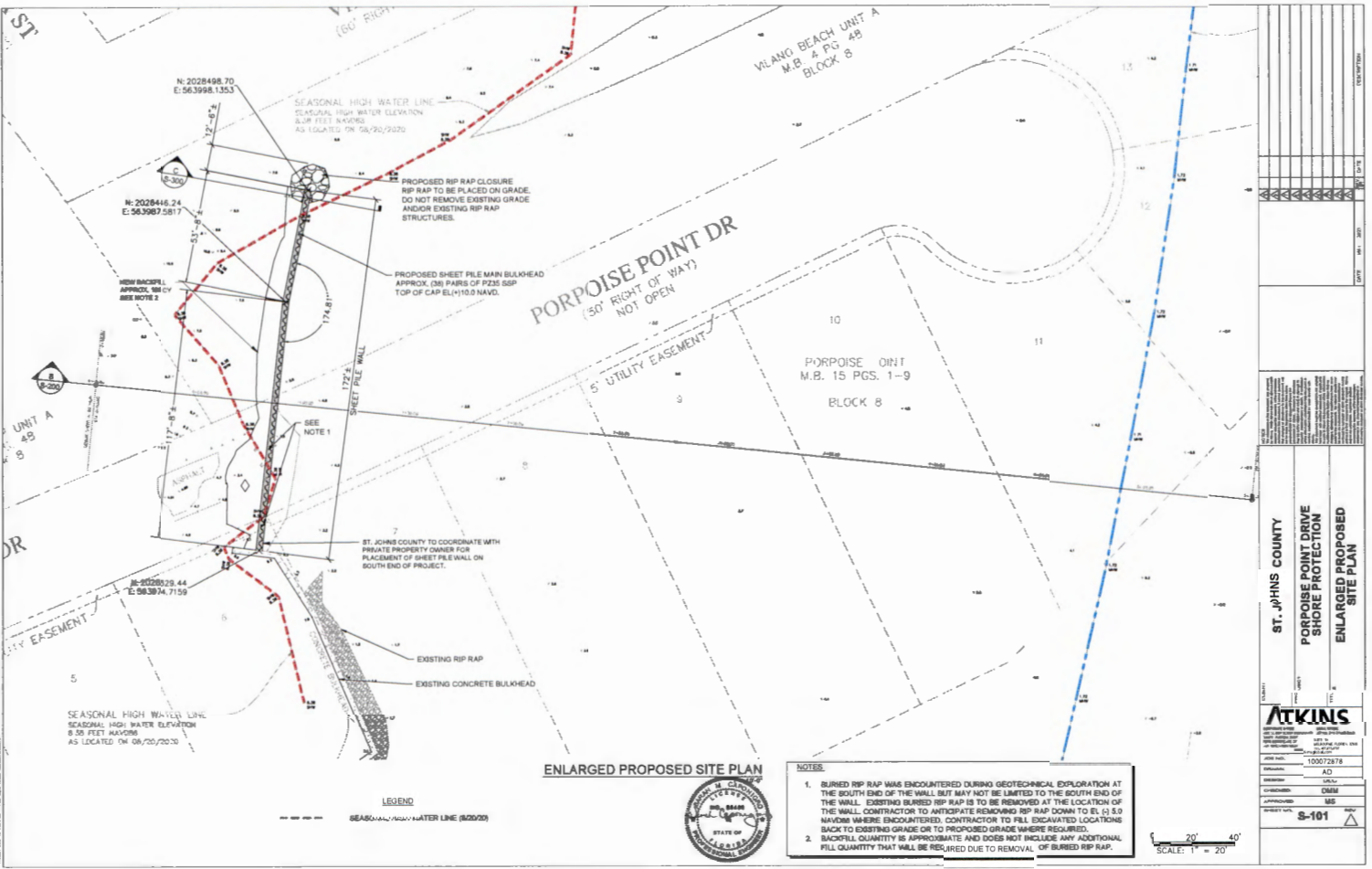
DEMOLITION PLAN



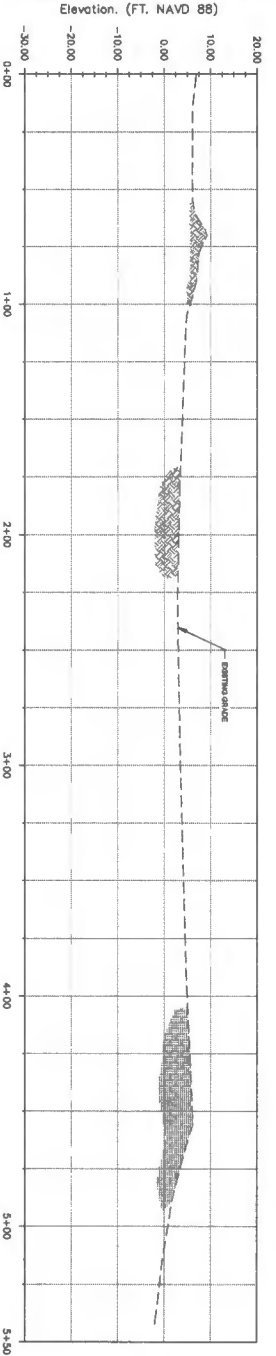
1. IN ACCORD TO THE BRP SHIP SHOW, BASED ON SHIP WMS ENCOUNTERED DURING GEOTECHNICAL EXPLORATION AT THE SOUTH END OF THE PROPOSED 5,100 FOOT WALL LOCATION, EXISTING SHIPWRECK REMAINS TO BE REMOVED AT THE LOCATION OF THE WALL. CONSTRUCTION TO MITIGATE REMOVAL OF SHIP WRECKS WILL BE CONDUCTED IN ACCORDANCE WITH THE BRP SHIP SHOW. EXISTING SHIP WRECKS TO BE REMOVED AT THE PROPOSED WALL LOCATION SHALL BE DEMOLISHED IN ACCORDANCE WITH THE BRP SHIP SHOW.

SCALE: 1" = 50'

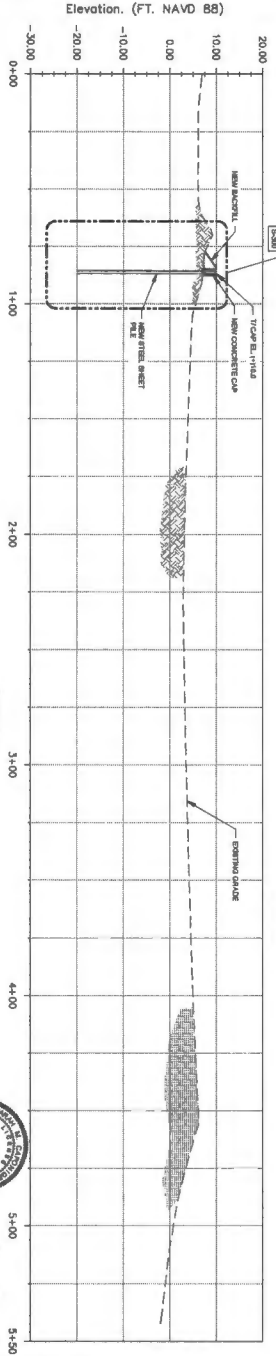
ATKINS CONSULTING ENGINEERS 1000 N. W. 10th Ave. Ft. Lauderdale, FL 33304 TEL: 954.576.1000 FAX: 954.576.1001 WWW.ATKINS.COM	ST. JOHNS COUNTY PORPOISE POINT DRIVE SHORE PROTECTION DEMOLITION PLAN	SHEET NO. 1 OF 1	DATE: 11/11/2011 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]
	PROJECT NO. D-100 SCALE: 1" = 50'	PROJECT TITLE: PORPOISE POINT DRIVE SHORE PROTECTION	SHEET TITLE: DEMOLITION PLAN



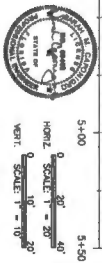
ST. JOHNS COUNTY ENGINEERING DEPARTMENT
 1000 W. 10TH AVENUE, SUITE 100, ST. JOHNS, FLORIDA 32059
 PHONE: 321.850.3300 FAX: 321.850.3301
 WWW.SJCFLA.GOV



A EXISTING SECTION
 SCALE: 1" = 20'



B PROPOSED SECTION
 SCALE: 1" = 20'



ATKINS

ST. JOHNS COUNTY
PORPOISE POINT DRIVE
SHORE PROTECTION

SECTIONS

NO.	DATE	DESCRIPTION

DATE	BY	APP'D	DATE	DESCRIPTION



Memo

To: Stephen Hammond

From: Justin Bartusek	Email: Justin.Bartusek@AtkinsGlobal.com
Date: 16 May 2023	Phone: 321-775-6238
Ref: Porpoise Point Drive Shore Protection Project	cc: Damon Douglas; Morgan Hughes; Christin Perkinson

Subject: Post Nicole Lidar Survey

In response to Tropical Storm Nicole, St. Johns County conducted a lidar survey of the county's coastal shoreline. The survey was conducted on November 18, 2022 and is depicted in the following exhibit provided for informational purposes. The lidar data indicates site conditions are dynamic and continually changing. Additional material noted within the project template will require additional need for excavation, temporary stockpiling, and grading to complete the work to the lines and grades shown in the Signed and Sealed plan set. All beach compatible material must remain on-site as described in FDEP and applicable permits. Submission of a bid by the Contractor is a representation that the Contractor has visited the site, become generally familiar with the site conditions under which the Work is to be performed, and correlated these observations with the requirements of the plans and specifications. Any additional work associated with the excavation, temporary stockpiling, replacement and grading of fill is considered incidental to the seawall installation and will not be paid for separately.



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Resilience and Coastal Protection
Coastal Construction Control Line Program
2600 Blair Stone Road - Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-2094

PERMIT NUMBER: SJ-1624 AR M1

PERMITTEE

St. Johns County
c/o Rajesh Srinivas, Senior Consultant
Constantine Engineering, LLC
7909 Mc Laurin Road North
Jacksonville, Florida 32256

**MODIFICATION OF PERMIT AND NOTICE TO PROCEED FOR CONSTRUCTION
OR OTHER ACTIVITIES PURSUANT TO SECTION 161.053, FLORIDA STATUTES**

FINDINGS OF FACT: An application for authorization to conduct altered work seaward of the coastal construction control line as shown in the project description was filed by the applicant/permittee named herein on February 9, 2022 and was determined to be complete pursuant to rule on April 27, 2022. Authorization to conduct activities as originally permitted was approved on July 22, 2022.

CONCLUSIONS OF LAW: After considering the merits of the proposal and any written objections from affected persons, the Department finds that upon compliance with the permit conditions, the activities indicated in the project description of this modified permit are of such a nature that they will result in no significant adverse impacts to the beach/dune areas or to adjacent properties; that the work is not expected to adversely impact nesting sea turtles, their hatchlings, or their habitat; that the work is expendable in nature and/or is appropriately designed in accordance with Section 62B-33.0051, Florida Administrative Code. Based on the foregoing considerations, the Department approves the application; authorizes construction and/or activities at the location indicated below in strict accordance with the project description, the approved plans (if any) and the General Permit Conditions which are attached and are by this reference incorporated herein, and any additional conditions shown below, pursuant to Section 161.053(4), Florida Statutes.

EXPIRATION DATE: July 22, 2023

LOCATION: Between approximately 10 feet west and 70 feet east of the Department of Environmental Protection's reference monument R-122, in St. Johns County. Project address: Porpoise Point Drive, St. Augustine.

PROJECT DESCRIPTION:

Cantilevered Steel Sheet Pile Bulkhead

1. Perpendicular location relative to control line: A maximum of 472 feet seaward on the west end, respectively.
2. Length of the bulkhead: Approximately ~~160~~ 172 feet.
3. Top elevation of bulkhead: +10.0 feet (NAVD).
4. Bottom elevation of bulkhead sheathing: -20.0 feet (NAVD).

Fill

1. Volume of fill to be placed: Approximately ~~120~~ 200 cubic yards.
2. Location of fill placed: As backfill landward of the bulkhead.

Other Activities

1. Demolition as required for new construction.
2. Removal of temporary riprap. **See Special Permit Condition 10.**
3. Rip rap closure at the north end of the bulkhead.

SPECIAL PERMIT CONDITIONS:

1. Prior to commencement of construction activity authorized by this permit, a preconstruction conference shall be held at the site among the contractor, the owner or authorized agent, and a staff representative of the Department to establish an understanding among the parties as to the items specified in the special and general conditions of the permit. The proposed locations of the structures shall be staked out for the conference. **Contact Trey Hatch at 904-655-1765 or email trey.hatch@floridadep.gov to schedule a preconstruction conference.**
2. All material excavated for installation of the bulkhead shall be placed in the immediate vicinity of the bulkhead seaward of the coastal construction control line.
3. All rubble and debris resulting from the authorized construction shall be removed and disposed of in a location landward of the coastal construction control line prior to expiration of the permit, or immediately following construction of the authorized bulkhead, whichever occurs first.
4. All backfill material shall be obtained from a source landward of the control line. All fill material shall consist of sand which is similar to that already on the site in both grain size and coloration. This fill material shall be free of construction debris, rocks, or other foreign matter.
5. No construction, operation, transportation, or storage of equipment or materials is authorized on marine turtle nesting habitat (sandy beach) during nesting season of May 1 through October 31.
6. All activity shall be confined to daylight hours. No temporary lighting of the construction area is authorized at any time during the marine turtle nesting season. No permanent lighting is authorized.
7. All activities shall avoid marked marine turtle nests including those that may be on the beach before and after the marine turtle nesting season. Any impacts to nests that may have inadvertently occurred or if a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, the Permittee shall submit a report detailing the incident to the FWC at MarineTurtle@myfwc.com.

8. If work is finalized within one month of the beginning of nesting season, all debris (including rocks, sandbags, construction materials, etc.) shall be removed and disposed of in a location landward of the coastal construction control line. All temporary disturbances in the sand resulting from work activities (such as holes, ruts, depressions, mounds, etc.) shall be filled in, raked smooth and all debris removed prior to sunset of the last day of construction.
9. All work shall be conducted in accordance with the existing HCP for St. Johns County beaches.
10. The existing temporary armoring shall be removed and disposed of in a location landward of the coastal construction control line prior to expiration of the permit, or immediately following construction of the authorized bulkhead, whichever occurs first.
11. Permittee shall submit compliance reports as specified in Special and General Permit Conditions of this permit. General Permit Condition 1(r) pertain to a written report which must be submitted to the Department of Environmental Protection at specified times. The form for the report: 1(r) Final Certification (DEP Form 73-115B) is available by clicking on the following link <http://www.dep.state.fl.us/beaches/forms.htm#CCCL>. The form may be submitted electronically.

GENERAL PERMIT CONDITIONS:

(1) The following general permit conditions shall apply, unless waived by the Department or modified by the permit:

(a) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by the Department as part of the permit. Deviations therefrom, without written approval from the Department, shall be grounds for suspension of the work and revocation of the permit pursuant to section 120.60(7), F.S., and shall result in assessment of civil fines or issuance of an order to alter or remove the unauthorized work, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized without prior written approval from the Department. A copy of the notice to proceed shall be conspicuously displayed at the project site. Approved plans shall be made available for inspection by a Department representative.

(b) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles, their nests and habitat, or adjacent property and structures.

(c) The permittee shall allow any duly identified and authorized member of the Department to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department until all construction or activities authorized or required in the permit have been completed and all project performance reports, certifications, or other documents are received by the Department and determined to be consistent with the permit and approved plans.

(d) The permittee shall hold and save the State of Florida, the Department, and its officers and employees harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.

(e) The permittee shall allow the Department to use all records, notes, monitoring data, and other information relating to construction or any activity under the permit, which are submitted, for any purpose necessary except where such use is otherwise specifically forbidden by law.

(f) Construction traffic shall not occur and building materials shall not be stored on vegetated areas seaward of the control line unless specifically authorized by the permit. If the Department determines that this requirement is not being met, positive control measures, such as temporary fencing, designated access roads, adjustment of construction sequence, or other requirements, shall be provided by the permittee at the direction of the Department. Temporary construction fencing shall not be sited within marine turtle nesting habitats.

(g) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored as prescribed in the permit with suitable fill material or revegetated with appropriate beach and dune vegetation. When required for mitigation, dune vegetation will be considered successfully established if within 180 days of planting, a minimum of 80 percent of the planting units survive, a minimum of 80 percent of the planted area is covered with native species and the vegetation is continuous without gaps along the shoreline.

(h) All fill material placed seaward of the CCCL shall meet the requirements of subsection 62B-33.005(7), F.A.C. All such fill material shall be free of construction debris, rocks, clay, or other foreign matter; and shall be obtained from a source landward of the CCCL.

(i) If surplus sand fill results from any approved excavation seaward of the control line, such material shall be distributed seaward of the control line on the site, as directed by the Department, unless otherwise specifically authorized by the permit. Sand fill placed seaward of the frontal dune, bluff or coastal armoring in marine turtle nesting habitat shall be configured such that it does not interfere with marine turtle nesting.

(j) Any native salt-tolerant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of the Department, with other native salt-tolerant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the Department, all plants installed in beach and coastal areas – whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise – shall be of species indigenous to Florida beaches and dunes, such as sea oats, sea grape, saw palmetto, panic grass, saltmeadow hay cordgrass, seashore saltgrass, and railroad vine, and grown from stock indigenous to the region in which the project is located.

(k) All topographic restoration and revegetation work is subject to approval by the Department, and the status of restoration shall be reported as part of the final certification of the actual work performed.

(l) If not specifically authorized elsewhere in the permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle nesting season. The marine turtle nesting season is May 1 through October 31 in all counties except Brevard, Indian River, St. Lucie, Martin, Palm Beach, and Broward counties where leatherback turtle nesting occurs during the period of March 1 through October 31.

(m) If not specifically authorized elsewhere in the permit, no temporary lighting of the construction area is authorized at any time during the marine turtle nesting season and no additional permanent exterior lighting is authorized.

(n) All non-opaque walls, balcony railings, deck railings, windows and doors visible from any point on the beach must be tinted to a transmittance value (light transmission from inside to outside) of 45 percent or less through the use of tinted glass or window film.

(o) The permit has been issued to a specified property owner and is not valid for any other person unless formally transferred. An applicant requesting transfer of the permit shall sign the permit transfer agreement form, agreeing to comply with all terms and conditions of the permit, and return it to the Department. The transfer request shall be provided on the form entitled “Permit Transfer Agreement” – DEP Form 73-103 (Revised 1/04), which is hereby adopted and incorporated by reference. No work shall proceed under the permit until the new owner has received a copy of the transfer agreement approved by the Department. A copy of the transfer agreement shall be displayed on the construction site along with the permit. An expired permit shall not be transferred. Copies of the “Permit Transfer Agreement” form are available at the following website: <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms>.

(p) The permittee shall immediately inform the Department of any change of mailing address of the permittee and any authorized agent until all requirements of the permit are met.

(q) For permits involving habitable major structures, all construction on the permitted structure shall stop when the foundation pilings have been installed. At that time the foundation location form shall be submitted to and accepted by the Department prior to proceeding with further vertical construction above the foundation. The form shall be signed by a professional surveyor, licensed pursuant to chapter 472, F.S., and shall be based upon such surveys performed in accordance with chapter 472, F.S., as are necessary to determine the actual configuration and dimensioned relationship of the installed pilings to the control line. The information shall be provided to the Department using the form entitled "Foundation Location Certification" – DEP Form 73-114B (Revised 9/05), which is hereby adopted and incorporated by reference. Phasing of foundation certifications is acceptable. The Department shall notify the permittee of approval or rejection of the form within seven (7) working days after staff receipt of the form. All survey information upon which the form is based shall be made available to the Department upon request. Permits for repairs or additions to existing structures with nonconforming foundations are exempt from this condition.

(r) For permits involving major structures and exterior lighting on major structures, the permittee shall provide the Department with a report by a registered professional within 30 days following completion of the work. For permits involving armoring or other rigid coastal structures, the permittee shall provide the Department with a report by an engineer licensed in the State of Florida within 30 days following completion of the work. The report shall state that all locations specified by the permit have been verified and that other construction and activities authorized by the permit, including exterior lighting, have been performed in compliance with the plans and project description approved as a part of the permit and all conditions of the permit; or shall describe any deviations from the approved plans, project description, or permit conditions, and any work not performed. Such report shall not relieve the permittee of the provisions of paragraph 62B-33.0155(1)(a), F.A.C. If none of the permitted work is performed, the permittee shall inform the Department in writing no later than 30 days following expiration of the permit. The report shall be provided on the form entitled "Final Certification" DEP Form 73-115B (Revised 9/05), which is hereby adopted and incorporated by reference. Copies of the "Final Certification" form are available at the following website: <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms>.

(s) Authorization for construction of armoring or other rigid coastal structures is based on an engineering review and assessment of the design and anticipated performance and impact of the structure as a complete unit. Construction of any less than the complete structure as approved by the Department is not authorized and shall result in the assessment of an administrative fine and the issuance of an order to remove the partially constructed structure. Modifications to the project size, location, or structural design shall be authorized by the Department in accordance with rule 62B-33.013, F.A.C.

(2) The permittee shall not commence any excavation, construction, or other physical activity on or encroaching on the sovereignty land of Florida seaward of the mean high water line or, if established, the erosion control line until the permittee has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use.

(3) The permittee shall obtain any applicable licenses or permits required by Federal, state, county, or municipal law.

(4) This permit does not authorize trespass onto other property.

(5) In the event of a conflict between a general permit condition and a special permit condition, the special permit condition shall prevail.

(6) Copies of any forms referenced above can be obtained by contacting the Department of Environmental Protection, 2600 Blair Stone Road, MS 3522, Tallahassee, Florida 32399-2400, at <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms> or by telephone at (850)245-2094.

Modified approved plans are incorporated into this permit by reference, as are any previously approved plans which are not superseded by modified approved plans. This modified permit, with the referenced attachments, comprises the entire permit and supersedes the permit as previously issued.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Derek Bellamy, Engineering Specialist IV
Coastal Construction Control Line Program
Office of Resilience and Coastal Protection

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

PERMITTEE: St. Johns County
PERMIT NUMBER: SJ-1624 AR M1
PAGE 8

Damon Douglas, St. Johns County, ddouglas@sjcfl.us
Rajesh Srinivas, Agent, rvsrini@gmail.com
Trey Hatch, Field Inspector, trey.hatch@floridadep.gov
FWC, marineturtle@MYFWC.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Alexander	Digitally signed by	
Robson	Alexander Robson	
	Date: 2022.07.22	7/22/2022
	12:47:15 -04'00'	
Clerk		Date



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

June 8, 2023

St. Johns County
c/o Stephen Hammond
Coastal Environment Project Manager
Disaster Recovery
St. Johns County Board of County Commissioners
3171 Coastal Hwy, St. Augustine Florida 32084

Approval of Permit Time Extension

Permit File Number: SJ-1624 AR
Permittee Name: St. Johns County
Project Address: Porpoise Point Drive, St. Augustine.

Your request for a 1-year time extension of permit file number SJ-1624 AR for construction or other activities pursuant to Section 161.053, Florida Statutes, is hereby approved. The permit is now valid until July 22, 2024.

You are required to post a copy of this letter on the site along with the Notice to Proceed for the entire period of construction. All requirements and conditions of the permit remain in effect.

If you have any questions or concerns, or need additional information, please contact me by mail at the letterhead address (add Mail Station 3522), by telephone at 850 245-8419, or by e-mail at Derek.Bellamy@FloridaDEP.gov

Sincerely,

A handwritten signature in blue ink, appearing to read "Derek Bellamy".

Derek Bellamy, Permit Manager
Coastal Construction Control Line
Office of Resilience and Coastal Protection

Cc:
Trey Hatch, Field Inspector
St. Johns County, Property Owner.



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Resilience and Coastal Protection
Coastal Construction Control Line Program
2600 Blair Stone Road - Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-2094

PERMIT NUMBER: SJ-1624 AR M2

PERMITTEE

St. Johns County
Damon Douglas, Coastal Manager
3171 Coastal Highway
Saint Augustine, Florida 32084

MODIFICATION OF PERMIT AND NOTICE TO PROCEED FOR CONSTRUCTION
OR OTHER ACTIVITIES PURSUANT TO SECTION 161.053, FLORIDA STATUTES

FINDINGS OF FACT: An application for authorization to conduct altered work seaward of the coastal construction control line as shown in the project description was filed by the applicant/permittee named herein on July 20, 2023, and was determined to be complete pursuant to rule on July 21, 2023. Authorization to conduct activities as originally permitted was approved on July 22, 2022.

CONCLUSIONS OF LAW: After considering the merits of the proposal and any written objections from affected persons, the Department finds that upon compliance with the permit conditions, the activities indicated in the project description of this modified permit are of such a nature that they will result in no significant adverse impacts to the beach/dune areas or to adjacent properties; that the work is not expected to adversely impact nesting sea turtles, their hatchlings, or their habitat; that the work is expendable in nature and/or is appropriately designed in accordance with Section 62B-33.0051, Florida Administrative Code. Based on the foregoing considerations, the Department approves the application; authorizes construction and/or activities at the location indicated below in strict accordance with the project description, the approved plans (if any) and the General Permit Conditions which are attached and are by this reference incorporated herein, and any additional conditions shown below, pursuant to Section 161.053(4), Florida Statutes.

EXPIRATION DATE: July 22, 2024

LOCATION: Between approximately 10 feet west and 70 feet east of the Department of Environmental Protection's reference monument R-122, in St. Johns County. Project address: Porpoise Point Drive, St. Augustine.

PROJECT DESCRIPTION:

Cantilevered Steel Sheet Pile Bulkhead

1. Perpendicular location relative to control line: A maximum of 472 feet seaward on the west end, respectively.
2. Length of the bulkhead: Approximately 172 feet.
3. Top elevation of bulkhead: +10.0 feet (NAVD).
4. Bottom elevation of bulkhead sheathing: -20.0 feet (NAVD).

Fill

1. Volume of fill to be placed: Approximately 200 cubic yards.
2. Location of fill placed: As backfill landward of the bulkhead.

Other Activities

1. Demolition as required for new construction.
2. Removal of temporary riprap. **See Special Permit Condition 8 10.**
3. Rip rap closure at the north end of the bulkhead.

SPECIAL PERMIT CONDITIONS:

1. Prior to commencement of construction activity authorized by this permit, a preconstruction conference shall be held at the site among the contractor, the owner or authorized agent, and a staff representative of the Department to establish an understanding among the parties as to the items specified in the special and general conditions of the permit. The proposed locations of the structures shall be staked out for the conference. **Contact Trey Hatch at 904-655-1765 or email trey.hatch@floridadep.gov to schedule a preconstruction conference.**
2. All material excavated for installation of the bulkhead shall be placed in the immediate vicinity of the bulkhead seaward of the coastal construction control line.
3. All rubble and debris resulting from the authorized construction shall be removed and disposed of in a location landward of the coastal construction control line prior to expiration of the permit, or immediately following construction of the authorized bulkhead, whichever occurs first.
4. All backfill material shall be obtained from a source landward of the control line. All fill material shall consist of sand which is similar to that already on the site in both grain size and coloration. This fill material shall be free of construction debris, rocks, or other foreign matter.
5. No construction, operation, transportation or storage of equipment or materials is authorized on marine turtle nesting habitat (sandy beach) during marine turtle nesting season (May 1 through October 31). A one-time allowance of work may occur during the 2023 marine turtle nesting season starting September 1, 2023, under the following conditions: No construction, operation, transportation, or storage of equipment or materials is authorized on marine turtle nesting habitat (sandy beach) during nesting season of May 1 through October 31.
 - 5.1 The permittee or the permittee's contractor must contact FWC (MarineTurtle@myfwc.com) prior to any work to determine if marine turtle nests occur on site and what actions may be required prior to initiating site preparation.
 - 5.2 If there are no marine turtle nests in the project area and construction is allowed to take place on marine turtle nesting habitat beginning September 1, 2023, the Permittee shall adhere to the following conditions:

- 5.2.1. Surveys for marine turtle nesting activity must be ongoing, and have been conducted daily prior to the beginning of marine turtle nesting season (May 1), in accordance with the following:
- 5.2.1.1. Daily nesting surveys shall only be conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. The Marine Turtle Permit Holder for this area is Mr. Scott Eastman (scottfeastman@gmail.com; 904-501-9267). For information regarding any questions or issues related to Marine Turtle Permit Holders, contact the FWC at MTP@MyFWC.com.
- 5.2.1.2. A daily marine turtle nest survey shall be conducted in the project vicinity no sooner than 30 minutes prior to sunrise to determine if any nesting activity has occurred in the area prior to the commencement of any activities on the beach each day. No work or activities shall occur until the Marine Turtle Permit Holder has completed the daily morning survey, all nests have been marked and Volusia County has granted beach access.
- 5.2.1.3. Nests deposited within the project area shall be left in place and marked for avoidance. In accordance with the FWC Marine Turtle Conservation Handbook, the nest site shall be marked with a radius of ten feet, centered at the clutch, using three to four wooden stakes extending at least 36 inches above the sand and connected by flagging tape. The Marine Turtle Permit Holder shall install an on-beach marker at the nest site and a second marker at a point as far landward as possible to ensure that locating the nest will be possible should the on-beach marker be lost. Nest sites shall be inspected daily by the Marine Turtle Permit Holder to ensure nest markers remain in place and that the nest has not been disturbed by the project activity.
- 5.2.2. The Permittee shall notify the FWC if a nest is present in the project area as soon as possible at MarineTurtle@MyFWC.com. No activities shall occur within the project area if this 20-foot buffer area around the nest cannot be avoided. If it cannot be avoided, activities shall cease in the area around the nest and shall not continue until after all nests have hatched. Contact FWC at MarineTurtle@MyFWC.com to review the project area and FWC shall make a recommendation to DEP as to whether work can resume.
- 5.2.3. The Permittee shall ensure that all vehicles and heavy equipment shall traverse the beach in accordance with the existing Habitat Conservation Plan (HCP) for Volusia County beaches, if the access point is not onsite.
- 5.2.4. The Permittee shall ensure that all temporary disturbances in the sand resulting from work activities including, but not limited to, ruts, depressions, mounds, etc., shall be filled in and raked smooth with hand tools daily, prior to sunset each evening. All debris (including rocks, sandbags, construction materials, derelict armoring, etc.) shall be removed and disposed landward of the Coastal Construction Control Line.
- 5.2.5. The Permittee shall ensure that staging areas for construction equipment or materials shall be located off the beach. No nighttime storage of equipment on the beach is

allowed. All activity on the beach shall cease prior to sunset each day, including, but not limited to, removing equipment from the beach, debris removal, and smoothing disturbances in the sand.

- 5.2.6. All activity shall be confined to daylight hours. No temporary lighting of the construction area is authorized at any time during the marine turtle nesting season. No permanent lighting is authorized.
- 5.2.7. If a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, a report of the incident (e.g., date, time, permit number, location, photos, contact information, incident and response descriptions) shall be sent to the FWC at MarineTurtle@MyFWC.com.
- 5.2.8. During marine turtle nesting and hatching season, no structures, materials, or sand shall be placed seaward of a nest to avoid impeding the progress of turtle hatchlings to the ocean overnight or during the day.
- 5.2.9. All work shall be conducted in accordance with the existing Habitat Conservation Plan (HCP) for Volusia County beaches. This includes requisite training for any contractors operating on the sea turtle nesting beach. For more information about the HCP, please call (386) 238-4668.
- 5.2.10. During construction all return walls must be in place or access to areas behind the wall(s) must be blocked using trap bags or post-supported plywood, chain link fence or other rigid material embedded into the sand surface. Gaps between the walls must be blocked at the end of construction each day.
- 5.2.11. No silt fence, orange construction fence, or other potentially entangling material may be utilized in areas accessible to nesting or hatchling marine turtles.
- 5.2.12. No temporary barriers shall be placed seaward of the approved construction footprint.
- 5.2.13. Work should continue uninterrupted without scheduled delays until completed.
- 5.2.14. Continuation of construction-related activities on the beach shall depend on compliance.
- 5.2.15. Continuation of construction related activities on the beach shall depend on compliance with conditions and the presence of nests on the construction site. Depending on the condition of the nesting beach in the area and the location and amount of nesting, it will be determined whether work shall continue.

- ~~6. All activity shall be confined to daylight hours. No temporary lighting of the construction area is authorized at any time during the marine turtle nesting season. No permanent lighting is authorized.~~
- ~~7. All activities shall avoid marked marine turtle nests including those that may be on the beach before and after the marine turtle nesting season. Any impacts to nests that may have inadvertently occurred or if a~~

~~marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, the Permittee shall submit a report detailing the incident to the FWC at MarineTurtle@myfwc.com.~~

- ~~6.~~ ~~8.~~ If work is finalized within one month of the beginning of nesting season, all debris (including rocks, sandbags, construction materials, etc.) shall be removed and disposed of in a location landward of the coastal construction control line. All temporary disturbances in the sand resulting from work activities (such as holes, ruts, depressions, mounds, etc.) shall be filled in, raked smooth and all debris removed prior to sunset of the last day of construction.
- ~~7.~~ ~~9.~~ All work shall be conducted in accordance with the existing HCP for St. Johns County beaches.
- ~~8.~~ ~~10.~~ The existing temporary armoring shall be removed and disposed of in a location landward of the coastal construction control line prior to expiration of the permit, or immediately following construction of the authorized bulkhead, whichever occurs first.
- ~~9.~~ ~~11.~~ Permittee shall submit compliance reports as specified in Special and General Permit Conditions of this permit. General Permit Condition 1(r) pertain to a written report which must be submitted to the Department of Environmental Protection at specified times. The form for the report: 1(r) Final Certification (DEP Form 73-115B) is available by clicking on the following link <http://www.dep.state.fl.us/beaches/forms.htm#CCCL>. The form may be submitted electronically.

GENERAL PERMIT CONDITIONS:

(1) The following general permit conditions shall apply, unless waived by the Department or modified by the permit:

(a) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by the Department as part of the permit. Deviations therefrom, without written approval from the Department, shall be grounds for suspension of the work and revocation of the permit pursuant to section 120.60(7), F.S., and shall result in assessment of civil fines or issuance of an order to alter or remove the unauthorized work, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized without prior written approval from the Department. A copy of the notice to proceed shall be conspicuously displayed at the project site. Approved plans shall be made available for inspection by a Department representative.

(b) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles, their nests and habitat, or adjacent property and structures.

(c) The permittee shall allow any duly identified and authorized member of the Department to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department until all construction or activities authorized or required in the permit have been completed and all project performance reports, certifications, or other documents are received by the Department and determined to be consistent with the permit and approved plans.

(d) The permittee shall hold and save the State of Florida, the Department, and its officers and employees harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.

(e) The permittee shall allow the Department to use all records, notes, monitoring data, and other information relating to construction or any activity under the permit, which are submitted, for any purpose necessary except where such use is otherwise specifically forbidden by law.

(f) Construction traffic shall not occur and building materials shall not be stored on vegetated areas seaward of the control line unless specifically authorized by the permit. If the Department determines that this requirement is not being met, positive control measures, such as temporary fencing, designated access roads, adjustment of construction sequence, or other requirements, shall be provided by the permittee at the direction of the Department. Temporary construction fencing shall not be sited within marine turtle nesting habitats.

(g) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored as prescribed in the permit with suitable fill material or revegetated with appropriate beach and dune vegetation. When required for mitigation, dune vegetation will be considered successfully established if within 180 days of planting, a minimum of 80 percent of the planting units survive, a minimum of 80 percent of the planted area is covered with native species and the vegetation is continuous without gaps along the shoreline.

(h) All fill material placed seaward of the CCCL shall meet the requirements of subsection 62B-33.005(7), F.A.C. All such fill material shall be free of construction debris, rocks, clay, or other foreign matter; and shall be obtained from a source landward of the CCCL.

(i) If surplus sand fill results from any approved excavation seaward of the control line, such material shall be distributed seaward of the control line on the site, as directed by the Department, unless otherwise specifically authorized by the permit. Sand fill placed seaward of the frontal dune, bluff or coastal armoring in marine turtle nesting habitat shall be configured such that it does not interfere with marine turtle nesting.

(j) Any native salt-tolerant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of the Department, with other native salt-tolerant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the Department, all plants installed in beach and coastal areas – whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise – shall be of species indigenous to Florida beaches and dunes, such as sea oats, sea grape, saw palmetto, panic grass, saltmeadow hay cordgrass, seashore saltgrass, and railroad vine, and grown from stock indigenous to the region in which the project is located.

(k) All topographic restoration and revegetation work is subject to approval by the Department, and the status of restoration shall be reported as part of the final certification of the actual work performed.

(l) If not specifically authorized elsewhere in the permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle nesting season. The marine turtle nesting season is May 1 through October 31 in all counties except Brevard, Indian River, St. Lucie, Martin, Palm Beach, and Broward counties where leatherback turtle nesting occurs during the period of March 1 through October 31.

(m) If not specifically authorized elsewhere in the permit, no temporary lighting of the construction area is authorized at any time during the marine turtle nesting season and no additional permanent exterior lighting is authorized.

(n) All non-opaque walls, balcony railings, deck railings, windows and doors visible from any point on the beach must be tinted to a transmittance value (light transmission from inside to outside) of 45 percent or less through the use of tinted glass or window film.

(o) The permit has been issued to a specified property owner and is not valid for any other person unless formally transferred. An applicant requesting transfer of the permit shall sign the permit transfer agreement form, agreeing to comply with all terms and conditions of the permit, and return it to the Department. The transfer request shall be provided on the form entitled “Permit Transfer Agreement” – DEP Form 73-103

(Revised 1/04), which is hereby adopted and incorporated by reference. No work shall proceed under the permit until the new owner has received a copy of the transfer agreement approved by the Department. A copy of the transfer agreement shall be displayed on the construction site along with the permit. An expired permit shall not be transferred. Copies of the "Permit Transfer Agreement" form are available at the following website: <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms>.

(p) The permittee shall immediately inform the Department of any change of mailing address of the permittee and any authorized agent until all requirements of the permit are met.

(q) For permits involving habitable major structures, all construction on the permitted structure shall stop when the foundation pilings have been installed. At that time the foundation location form shall be submitted to and accepted by the Department prior to proceeding with further vertical construction above the foundation. The form shall be signed by a professional surveyor, licensed pursuant to chapter 472, F.S., and shall be based upon such surveys performed in accordance with chapter 472, F.S., as are necessary to determine the actual configuration and dimensioned relationship of the installed pilings to the control line. The information shall be provided to the Department using the form entitled "Foundation Location Certification" – DEP Form 73-114B (Revised 9/05), which is hereby adopted and incorporated by reference. Phasing of foundation certifications is acceptable. The Department shall notify the permittee of approval or rejection of the form within seven (7) working days after staff receipt of the form. All survey information upon which the form is based shall be made available to the Department upon request. Permits for repairs or additions to existing structures with nonconforming foundations are exempt from this condition.

(r) For permits involving major structures and exterior lighting on major structures, the permittee shall provide the Department with a report by a registered professional within 30 days following completion of the work. For permits involving armoring or other rigid coastal structures, the permittee shall provide the Department with a report by an engineer licensed in the State of Florida within 30 days following completion of the work. The report shall state that all locations specified by the permit have been verified and that other construction and activities authorized by the permit, including exterior lighting, have been performed in compliance with the plans and project description approved as a part of the permit and all conditions of the permit; or shall describe any deviations from the approved plans, project description, or permit conditions, and any work not performed. Such report shall not relieve the permittee of the provisions of paragraph 62B-33.0155(1)(a), F.A.C. If none of the permitted work is performed, the permittee shall inform the Department in writing no later than 30 days following expiration of the permit. The report shall be provided on the form entitled "Final Certification" DEP Form 73-115B (Revised 9/05), which is hereby adopted and incorporated by reference. Copies of the "Final Certification" form are available at the following website: <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms>.

(s) Authorization for construction of armoring or other rigid coastal structures is based on an engineering review and assessment of the design and anticipated performance and impact of the structure as a complete unit. Construction of any less than the complete structure as approved by the Department is not authorized and shall result in the assessment of an administrative fine and the issuance of an order to remove the partially constructed structure. Modifications to the project size, location, or structural design shall be authorized by the Department in accordance with rule 62B-33.013, F.A.C.

(2) The permittee shall not commence any excavation, construction, or other physical activity on or encroaching on the sovereignty land of Florida seaward of the mean high water line or, if established, the erosion control line until the permittee has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use.

(3) The permittee shall obtain any applicable licenses or permits required by Federal, state, county, or municipal law.

(4) This permit does not authorize trespass onto other property.

(5) In the event of a conflict between a general permit condition and a special permit condition, the special permit condition shall prevail.

(6) Copies of any forms referenced above can be obtained by contacting the Department of Environmental Protection, 2600 Blair Stone Road, MS 3522, Tallahassee, Florida 32399-2400, at <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms> or by telephone at (850) 245-2094.

Modified approved plans are incorporated into this permit by reference, as are any previously approved plans which are not superseded by modified approved plans. This modified permit, with the referenced attachments, comprises the entire permit and supersedes the permit as previously issued.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

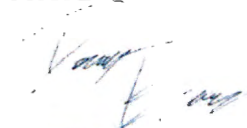
Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Derek Bellarry, Engineering Specialist IV
Coastal Construction Control Line Program
Office of Resilience and Coastal Protection

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

PERMITTEE: St. Johns County
PERMIT NUMBER: SJ-1624 AR M2
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Damon Douglas, St. Johns County, ddouglas@sjcfl.us
Trey Hatch, Field Inspector, trey.hatch@floridadep.gov
FWC, marineturtle@MYFWC.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Diana Dukhovskaya
Clerk

7/24/2023
Date