

RESOLUTION NO. 2023 -406

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND ISSUE TASK ORDER NO: 13 TO A.W.A. CONTRACTING CO., INC., TO COMPLETE CONSTRUCTION OF THE CR 2209 EXTENSION BOX CULVERT INSTALLATION UNDER BID NO. 22-112 (MASTER CONTRACT NO. 22-MCA-AWA-16963).

RECITALS

WHEREAS, on October 26, 2022, the County entered into a task order based multi-year contract with A.W.A. Contracting Co., Inc., under Bid No: 22-112; As-Needed Construction Services for Countywide Roadway Drainage & Infrastructure Maintenance, so that the County can accomplish drainage and infrastructure projects as needs and funding are identified; and

WHEREAS, the Contract requires approval from the St. Johns County Board of County Commissioners on all task orders greater than \$500,000; and

WHEREAS, SJC Public Works has identified the extension of the existing triple 12' x 8' concrete box culvert on CR 2209 at Mill Creek as a necessary project to complete this fiscal year, and has obtained proposals from the firms under contract for these services, and A.W.A. Contracting Co., Inc., submitted the lowest proposal at a not-to-exceed amount of \$1,234,342.80; and

WHEREAS, the task order will be funded through by SJC Public Works; and,

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed task order (attached hereto, and incorporated herein) and finds that executing the task order to complete the work serves a public purpose; and,

WHEREAS, the task order will be in substantial conformance with the attached draft task order.

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.

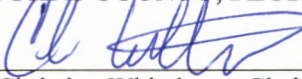
Section 2. The County Administrator, or designee, is hereby authorized to execute and issue Task Order No: 13 to A.W.A. Contracting Co., Inc., in substantially the same form and format as attached, for completion of the work as specified, in accordance with the Contract.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of October, 2023.

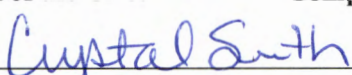
Rendition Date: OCT 17 2023

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

By: 
Christian Whitehurst, Chair



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

By: 
Deputy Clerk



CONTRACT TASK ORDER NO: 13

Bid No: 22-112; As-Needed Construction Services for Countywide
Roadway Drainage & Infrastructure Maintenance
Master Contract No: 22-MCA-AWA-16963

Contractor: A.W.A. Contracting Co., Inc.
P.O. Box 601009
St. Johns, FL 32260

Date: October 6, 2023
Project: CR 2209 Extension Box Culvert Installation

SCOPE OF WORK:

Task Order #13 is hereby issued to authorize A.W. A. Contracting Co., Inc. ("Contractor"), to provide all labor, equipment, and materials necessary to extend the existing triple 12' x 8' concrete box culvert in Mill Creek along CR 2209 by 118 LF, and complete wetland fill within the Mill Creek footprint per provided plans, as proposed in the Contractor's proposal dated October 3, 2023, and attached hereto. The authorized work shall generally include: MOT and erosion control; clearing and grubbing and haul off of unclassified material; install new 12' x 8' box culvert with reinforcing steel; install 36" Reinforced Concrete Pipe (RCP); install concrete ditch pavement; back fill and place 57 stone; install aluminum handrail; lay sod; and remove all MOT and erosion control.

PAYMENT TERMS:

The County shall compensate the Contractor, under Task Order #13, a Not-to-Exceed Amount of one million two hundred thirty-four thousand three hundred forty-two dollars and eighty cents (\$1,234,342.80), for work satisfactorily completed in accordance with the provisions of this task order, and with the Master Contract dated October 26, 2022.

SCHEDULE:

The County shall issue a Notice to Proceed to the Contractor upon receipt of a recorded Public Construction Bond. Work shall commence within ten (10) consecutive calendar days upon receipt of the Notice to Proceed and shall be completed **within seventy-five (75) consecutive calendar days from the date of the Notice to Proceed**. The Effective Date of this Task Order shall be the date of signature by an authorized St. Johns County Representative. Any work performed prior to full execution of this Task Order shall be at the Contractor's Own Risk.

A.W.A. Contracting Co., Inc.

Representative
Signature: _____

Printed Name
& Title: _____

Date: _____

St. Johns County, Florida

Representative
Signature: _____

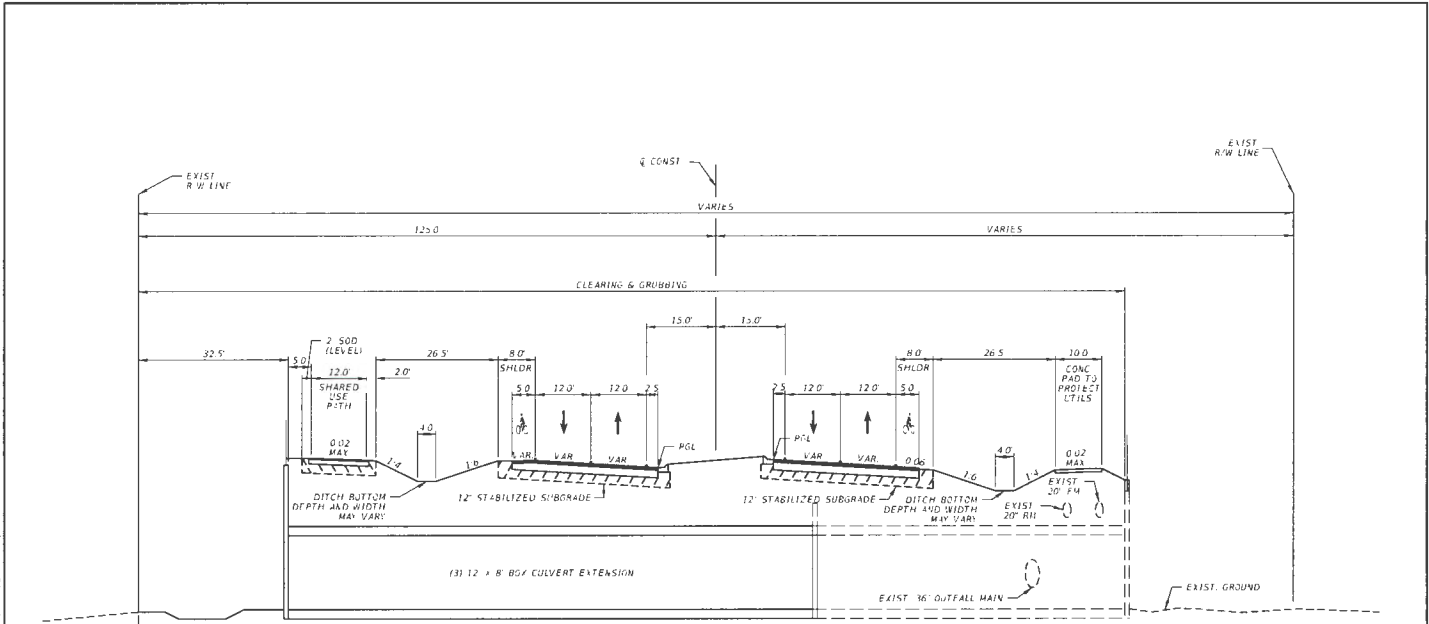
Printed Name Jaime T. Locklear
& Title: Director, Purchasing & Contracts

Date: _____

All terms and conditions of the above-referenced Master Contract dated October 26, 2022 remain in full force and effect. All invoices must reference Task Order #13. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.

8/17/2023 11:18 AM
 C:\PROJECTS\2023\CR2209\CR2209.dwg
 1:1000 (1/4" = 1'-0")
 1:1000 (1/4" = 1'-0")
 1:1000 (1/4" = 1'-0")

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6B15-2.2-004, F.A.C.



TYPICAL SECTION NO. 4
 COUNTY ROAD 2209
 MILL CREEK BOX CULVERT

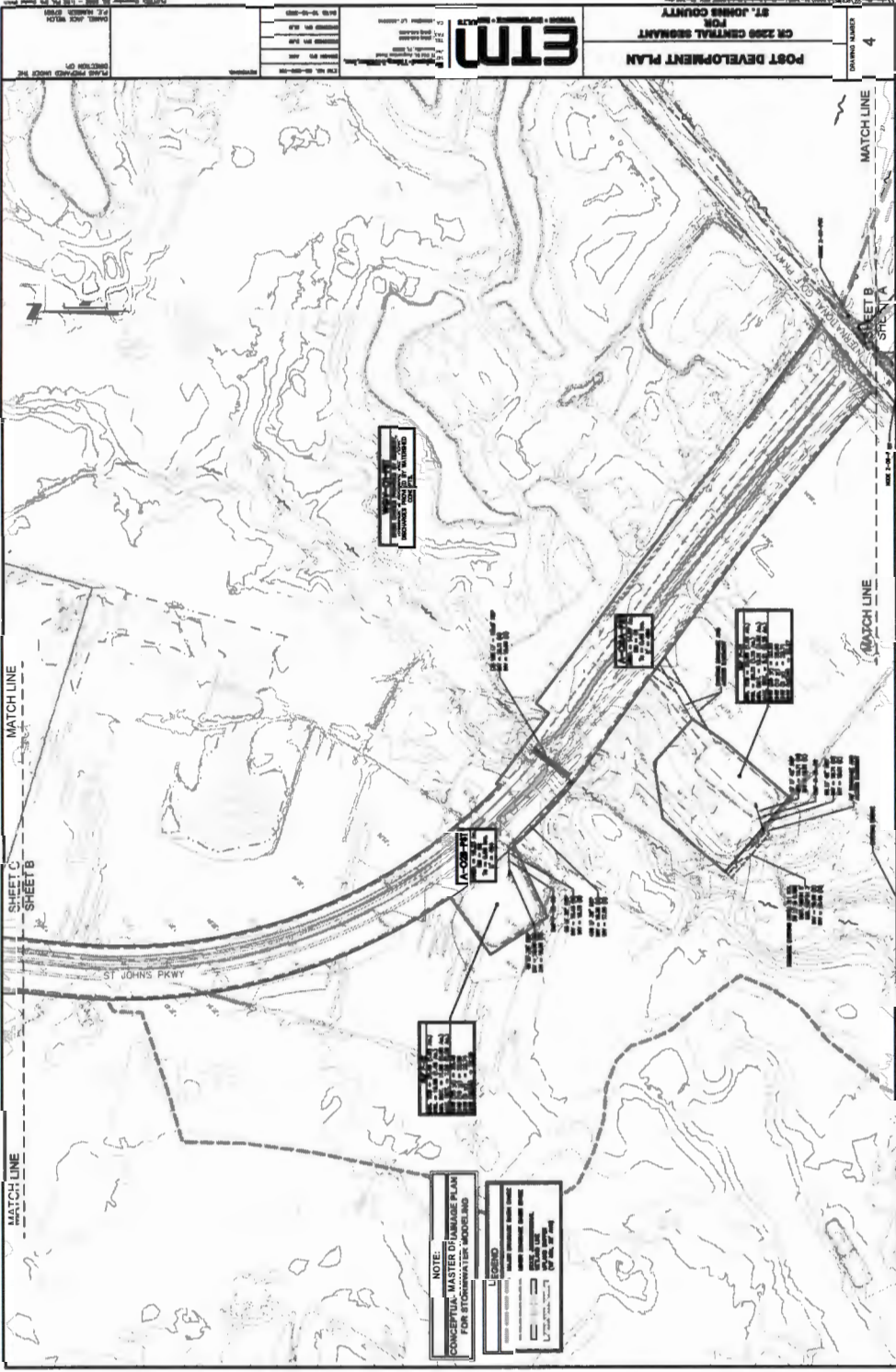
SHARED USE PATH
 4" LIMPAKLY BASE COURSE
 LBR 100/98% MAXIMUM DENSITY
 PER AASHTO T-80 WITH
 1.5" 9.5 SP TRAFFIC 'C'

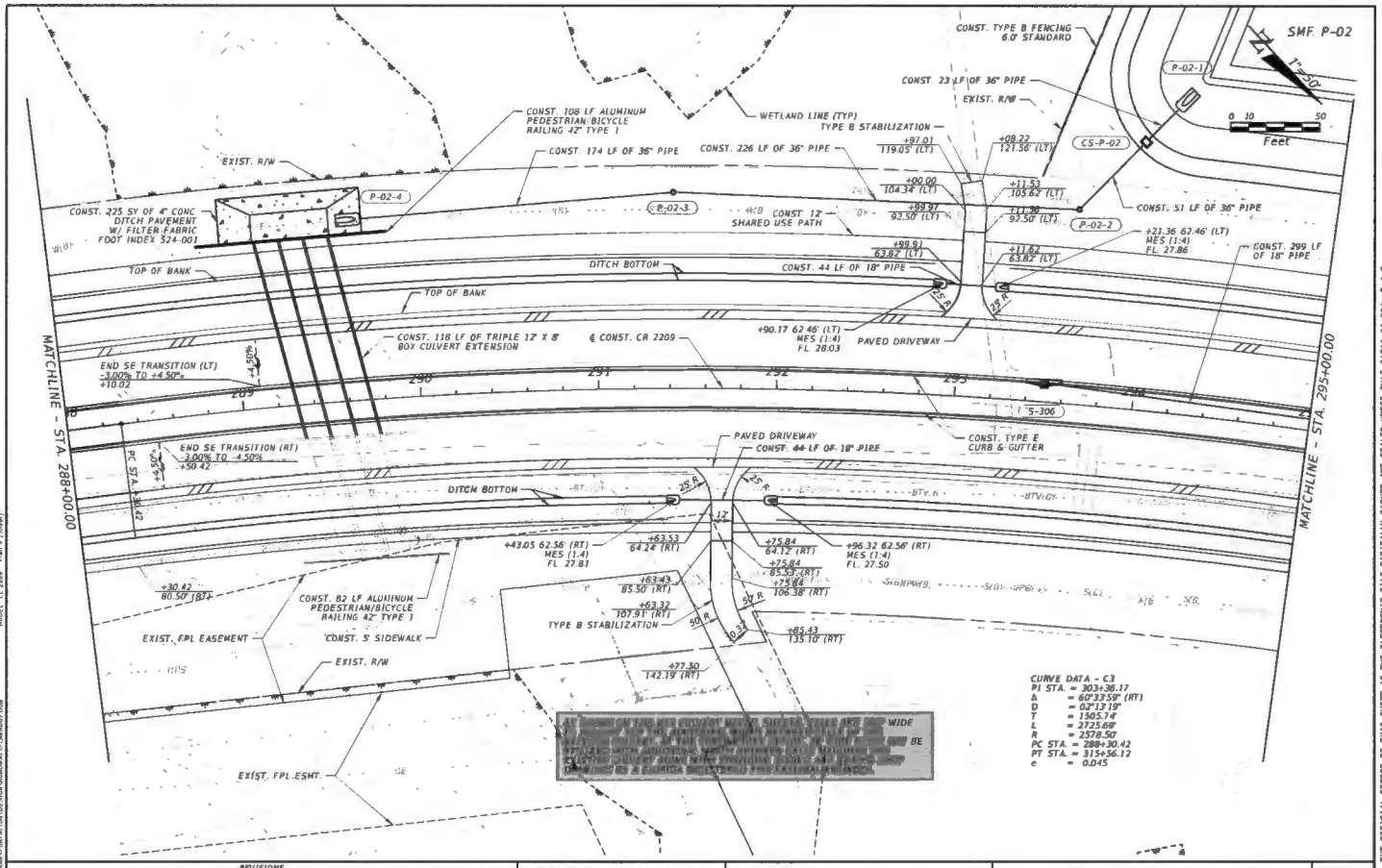
PAVEMENT DESIGN
 10" LIMEROCK BASE COURSE
 LBR 100/98% MAXIMUM DENSITY
 PER AASHTO T-80 WITH
 2" 12.5 SP TRAFFIC 'C' OVERLAIN WITH
 1.5" 9.5 SP TRAFFIC 'C'

ROADWAY CONTROLS
 FUNCTIONAL CLASSIFICATION - MAJOR COLLECTOR
 ACCESS CLASS = 1 (RESTRICTIVE)
 DESIGN SPEED = 50 MPH
 POSTED SPEED = 50 MPH

DATE		DESCRIPTION		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION

ETM CHAS F WILKINSON	10700 W. Highway 10 Jacksonville, FL 32218 904-731-1100 Fax: 904-731-1105 etm.com	St Johns County		CR 2209 EXTENSION TYPICAL SECTIONS	SHEET NO. 10
		DATE AUG 2023	COUNTY NO. 21348		





CURVE DATA - C3
 PI STA = 303+36.17
 Δ = 60°33'58" (RT)
 D = 02°13'19"
 T = 1505.74
 L = 2725.69
 R = 3278.50
 PC STA = 288+30.42
 PT STA = 315+36.12
 e = 0.045

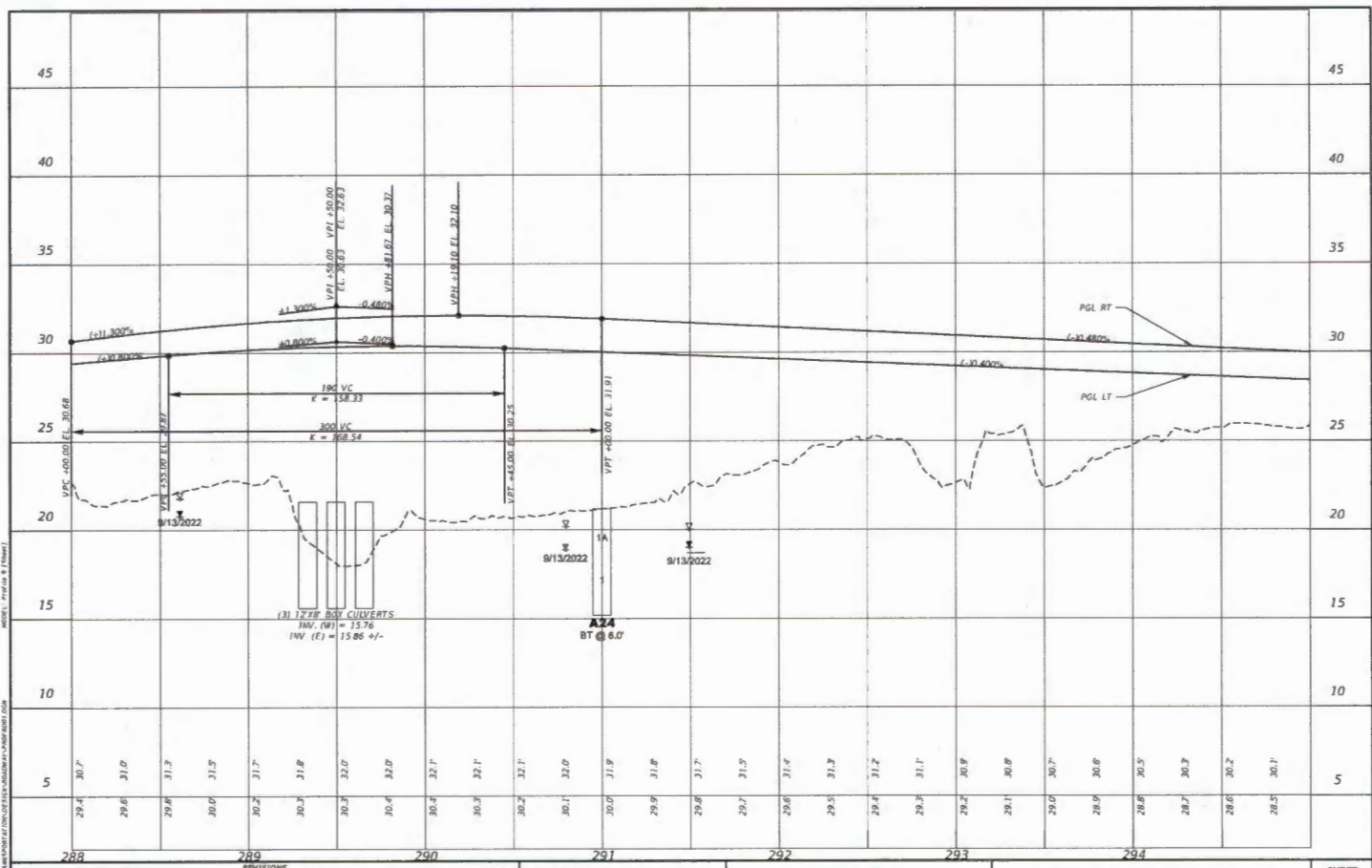
THIS DRAWING IS THE PROPERTY OF ETM ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF ETM ENGINEERING, INC. IS STRICTLY PROHIBITED.

REVISIONS		DATE		DESCRIPTION	

		St Johns County		CR 2209 EXTENSION		SHEET NO.	
		DATE	COUNTY NO.	ETM NO.	ROADWAY PLAN		32
CHAS WILKINSON		AUG 2023	21348				

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

8/17/2022 2:38:21 PM 610644E
 C:\WORK\21-STJOHNS\PROJECT\CONCRETE\CR2209\CR2209.DWG
 DWG: 1 - Profile & Elevation



DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 Engineering & Technical Management
 215 West 1st Street
 St. Johns County, FL 32093
 Phone: 386-339-2888
 Fax: 386-339-2889
 Website: www.etm-fl.com

CHART WALKERSON Survey No. 8234

St Johns County		
DATE	COUNTY NO.	ETM NO.
AUG 2023		21348

CR 2209 EXTENSION	SHEET NO.
PROFILE SHEETS	
	33

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

DATE: 07/15/23 14:52:28
 FILE: S:\PROJECTS\2023\CR 2209\CR 2209.dwg
 USER: LUNARWALK\SPECTORZLS
 THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6.015-2-2.004, P.A.C.

ID	Type	Station	Offset	Elevation	Invert	
S-401	Type D DBI	327+00.00	-62.50'	26.42	23.60 E	
S-402	Type D DBI	327+00.00	62.50'	26.42	23.40 W	23.20 N
S-403	Type D DBI	330+00.00	62.50'	27.80	22.70 S	22.50 N
S-404	Type D DBI	333+26.63	62.50'	28.56	22.20 S	18.00 NE 24.80 N
S-405	Type D DBI	336+24.55	62.50'	28.27	25.30 S	25.30 W
S-406	COJ Inlet	336+24.55	12.50'	29.73	25.50 E	
S-407	Type D DBI	341+50.00	-62.50'	27.25	24.70 E	
S-408	COJ Inlet	341+50.00	12.50'	29.83	24.50 W	24.50 E
S-409	Type D DBI	341+50.00	62.50'	28.37	24.30 W	22.00 SE
S-501	Type D DBI	351+80.00	-62.50'	27.83	24.40 NE	
S-502	Type D DBI	351+80.00	62.50'	29.05	24.00 SW	24.00 NE
S-503	COJ Inlet	351+80.00	12.50'	30.51	24.20 SW	24.20 NE
S-504	COJ Inlet	353+35.10	12.50'	31.20	24.00 NW	19.13 NE
S-505	COJ Inlet	356+70.00	12.50'	33.42	24.50 NW	24.50 SE
S-506	COJ Inlet	359+62.79	12.50'	33.47	24.90 NW	24.90 SE
S-507	COJ Inlet	360+62.79	12.50'	32.97	25.10 SW	25.30 NE 25.10 SE
S-508	Type D DBI	360+62.79	-62.50'	28.92	25.30 NE	
S-509	Type D DBI	360+62.79	62.50'	28.92	25.40 SW	
S-601	Type D DBI	371+00.00	-62.50'	28.61	19.10 NE	
S-602	Type D DBI	371+00.00	62.50'	28.61	18.80 SW	18.80 NE
S-701	Type D DBI	390+00.00	-62.50'	28.23	25.00 NE	
S-702	Type D DBI	390+00.00	62.50'	28.23	24.80 SW	24.50 NE
OUT-1	MES	245+40.51	510.77'		17.50	
OUT-2	MES	284+46.58	-565.80'		12.70	
OUT-3	MES	296+59.42	-363.60'		13.60	
OUT-4	MES	333+85.10	152.35'		17.75	
OUT-5	MES	341+13.63	146.00'		19.80	
OUT-6	MES	351+80.00	139.71'		17.25	
OUT-7	MES	353+34.43	145.96'		17.25	
OUT-8	MES	371+00.00	150.96'		18.60	
OUT-9	MES	390+00.00	145.64'		19.00	
Z-01-1	MES	242+94.36	377.88'		24.65	
CS-Z-01	CS	242+48.74	194.67'	SEE CONTROL STRUCTURE DETAILS		
Z-01-2	MES	242+75.02	186.33'		20.50	
Z-01-3	MH	242+30.64	82.50'	34.13	24.40 E	24.30 N
Z-01-4	MH	244+72.94	82.50'	35.05	24.15 N	24.15 S
Z-01-5	MH	246+15.09	82.50'	34.75	24.04 N	24.04 S
Z-01-6	MH	248+06.68	82.50'	34.43	23.90 S	23.90 W
Z-01-7	ENDWALL	248+06.68	-94.33'		23.80	

ID	Type	Station	Offset	Elevation	Invert	
P-01-2	MES	286+36.60	-970.12		18.91	
CS-P-01	CS	285+85.27	-927.02	SEE CONTROL STRUCTURE DETAILS		
P-01-1	MES	285+65.84	-910.70		15.61	
P-02-2	MH	293+61.65	-109.21	25.00	18.36	
P-02-3	MH	291+42.02	-109.96	25.00	18.15	
P-02-4	MES	289+69.78	-101.47		18.00	
CS-P-02	CS	293+94.04	-150.26	SEE CONTROL STRUCTURE DETAILS		
P-02-1	MES	294+10.88	-172.28		15.86	
CS-WET-AA-04	CS	338+03.99	352.82	SEE CONTROL STRUCTURE DETAILS		
AA-02-2	MES	337+92.83	402.32		21.50	
CS-A-10	CS	345+36.55	460.57	SEE CONTROL STRUCTURE DETAILS		
CS-WET-AA-03	CS	349+87.84	232.86	SEE CONTROL STRUCTURE DETAILS		
A-10-2	MES	350+19.67	252.24		22.50	
AA-05-1	MES	371+00.00	-169.48		19.50	
CS-AA-01-1	CS	396+40.00	112.50	SEE CONTROL STRUCTURE DETAILS		
CS-WET-A07D	CS	362+00.00	-110.00	SEE CONTROL STRUCTURE DETAILS		
CS-WET-A-05	CS	379+84.12	-115.00	SEE CONTROL STRUCTURE DETAILS		
S-1	TYPE P-6 Inlet	265+43.94	-278.00		27.36	24.30 W
EX-A-11	Existing Inlet				+/- 27.53	+/- 24.17 24.20 E
S-2	TYPE P-6 Inlet	265+62.28	293.92		27.91	24.30 E
EX-S-2	Existing Inlet				+/- 28.03	+/- 24.09 24.20 W

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 CHASE BIRKENSON
 16111 1st St
 St. Johns County, GA 31520
 Phone: 706-335-1111
 Fax: 706-335-1111
 www.etm.com

St Johns County		
DATE	COUNTY NO	ETM NO.
AUG 2023		21348

CR 2209 EXTENSION
SUMMARY OF DRAINAGE
STRUCTURES

SHEET NO.
71

BOX CULVERT DATA TABLES

BOX, HEADWALL AND CUTOFF WALL DATA TABLE (inches unless shown otherwise)

Table Date 7-01-09

LOCATION	STRUCTURE / BRIDGE NUMBER	BOX										HEADWALL AND CUTOFF WALL									
		Wc(ft)	Hd(ft)	Tt	Tw	Tb	Tl	#cells	Lc(ft)	Cover	Bthw	Hthw	Brtw	Hrtw	Btcw	Htcw	Brcw	Hrcw	Sl(deg)	SR(deg)	
		12	8	12	12	12	12	3	11.5	2	14	92.7	0	0	12	24	0	0	11.3	-11.3	

LEFT SIDE WINGWALLS DATA TABLE (inches unless shown otherwise)

Table Date 01-01-11

STRUCTURE / BRIDGE NUMBER	LEFT END WINGWALL										LEFT BEGIN WINGWALL										
	Rt	Rw	Rh	Rd	SW(deg)	β (deg)	He(ft)	Hs(ft)	Lw(ft)		Rt	Rw	Rh	Rd	SW(deg)	β (deg)	He(ft)	Hs(ft)	Lw(ft)		
66	16	84	16	79.4	-5.71	15.7	15.7	34	66	16	84	16	100	-5.71	15.7	15.7	34				

RIGHT SIDE WINGWALLS DATA TABLE (inches unless shown otherwise)

Table Date 01-01-11

STRUCTURE / BRIDGE NUMBER	RIGHT END WINGWALL										RIGHT BEGIN WINGWALL										
	Rt	Rw	Rh	Rd	SW(deg)	β (deg)	He(ft)	Hs(ft)	Lw(ft)		Rt	Rw	Rh	Rd	SW(deg)	β (deg)	He(ft)	Hs(ft)	Lw(ft)		
	0	0	0	0	0	1.12	0	0	0	0	0	0	0	0	-1.12	0	0	0	0		

ESTIMATED CONCRETE QUANTITIES (CY)

Table Date 7-01-13

STRUCTURE / BRIDGE NUMBER	BOX							LEFT END WINGWALL			LEFT BEGIN WINGWALL			RIGHT END WINGWALL			RIGHT BEGIN WINGWALL			
	Left Cutoff Wall	Right Cutoff Wall	Bottom Slab	Walls	Top Slab	Left Head Wall	Right Head Wall	Sub Total	Footing	Wall	Sub Total	Footing	Wall	Sub Total	Footing	Wall	Sub Total	Footing	Wall	Sub Total
	1.51	0	176	139	173	11.9	0	502	23.8	26.4	50.2	24.1	26.4	50.5	0	0	0	0	0	0

MAIN STEEL REINFORCEMENT SPACING (inches)

Table Date 7-01-09

STRUCTURE / BRIDGE NUMBER	BOX														HEADWALLS		CUTOFF WALLS		
	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115, 116	803	806	809	812
	6	10	10	6	10	8	12	12	12	12	12	12	12	12	12	12	0	12	0

WINGWALL STEEL REINFORCEMENT SPACING (inches)


Table Date 7-01-09

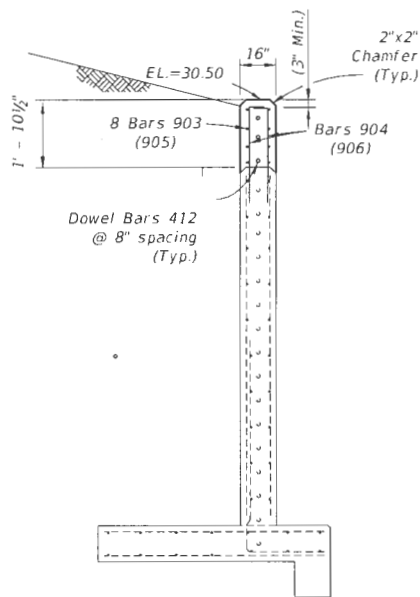
STRUCTURE / BRIDGE NUMBER	LEFT END WINGWALL							LEFT BEGIN WINGWALL							RIGHT END WINGWALL							RIGHT BEGIN WINGWALL							
	401 (407(B))	402 (403)	404 (405)	406	409	410	411	501 (507(B))	502 (503)	504 (505)	506	509	510	511	601 (607(B))	602 (603)	604 (605)	606	609	610	611	701 (707(B))	702 (703)	704 (705)	706	709	710	711	
	6	12	12	12	6	12	12	6	12	12	12	6	12	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

WINGWALL NOTE: Bar designations in "P" are only required for variable height wingwalls.

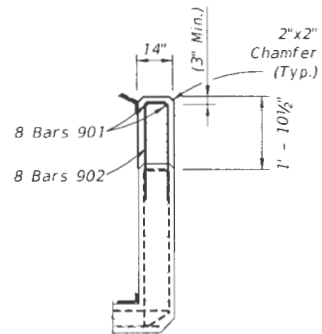
NOTES (Notes Date 7-01-14):

- Environmental Class Moderately Aggressive
- Reinforcing Steel, Grade 60
- Concrete Class IV $f'_c = 5,500$ ksi
- Soil Properties:
Friction Angle 32°
Modulus of Subgrade Reaction 150 PC1
Nominal Bearing Resistance 4,500 PSF
- Work this Drawing with Standard Plans Index 400-289 and Sheets ST-2
- Connection Types permitted for Box Culvert Extensions: Structure/ Bridge Number CR2209 - TYPE I or Type II
- Quantities for Type I and Type II Connections include 2 ft. additional payment length beyond Lc for connection to existing box culvert. (See Summary of Box Culvert Quantities box in Plans)

DATE		BY		REVISIONS		DATE		BY		REVISIONS		 MCE MICHIGAN CONSULTING ENGINEERS 2811 1/2 EAST HAWTHORNS RD SUITE 100 JACKSONVILLE, MI 48817 (517) 424-4700 (800) 447-4700	Drawn by: JDR Checked by: EJM, JF Designed by: EJM, JF Date: 7-01-09		St Johns County COUNTY: St. Johns DISTRICT:		BOX CULVERT DATA CR 2209 EXTENSION								SHEET NO. ST-1
DATE		BY		REVISIONS		DATE		BY		REVISIONS			CONTRACT:		SHEET:		TOTAL SHEETS:		DATE:		SCALE:				



RIGHT WINGWALL EXTENSION DETAIL



RIGHT HEADWALL EXTENSION DETAIL

ESTIMATED QUANTITIES RIGHT WALL EXTENSION		
ITEM	UNIT	QUANTITY
Class IV Concrete Headwall	CY	4.6
Class IV Concrete Begin Wingwall	CY	1.8
Class IV Concrete End Wingwall	CY	1.8

for Reinforcing Steel Quantities See Reinforcing Bar List


DATE		BY		CHECKED BY		APPROVED BY				PROJECT NO. St Johns County		SHEET NO. BOX CULVERT DETAILS	
								CONTRACT ST 2200		DELIVERY EXTENSION		SHEETS ST-2	

MARK	LENGTH	NO	TYP	STY	B		C		D		E		F		H		J		K		N	Ø
					FT	IN	FT	IN	FT	IN	FT	IN	FT	IN	FT	IN	FT	IN	FT	IN		
SIZE	DES	FT	IN	BARS	BAR	ANG	FT	IN	FT	IN	FT	IN	FT	IN	FT	IN	FT	IN	FT	IN	NO	ANG
LOCATION: MAIN BOX																						
NO. REQUIRED = 1																						
6	101	39-8	219	1			39-8															
6	201	VARY	15	1			37-2															
		19-7	0	1			2-0 1/2															
6	301	VARY	15	1			37-2															
		19-7	0	1			2-0 1/2															
6	102	39-8	132	1			39-8															
6	202	VARY	9	1			35-6															
		18-10	0	1			2-0 1/2															
6	302	VARY	9	1			35-6															
		18-10	0	1			2-0 1/2															
6	103	39-8	134	1			39-8															
6	203	VARY	9	1			35-6															
		18-10	0	1			2-0 1/2															
6	303	VARY	9	1			35-6															
		18-10	0	1			2-0 1/2															
6	104	39-8	222	1			39-8															
6	204	VARY	15	1			37-2															
		19-7	0	1			2-0 1/2															
6	304	VARY	15	1			37-2															
		19-7	0	1			2-0 1/2															
6	105	8-0	280	10			2-0 1/2	5-10 1/2														
6	106	8-0	350	10			2-0 1/2	5-10 1/2														
4	107	6-3	936	10			0-8	5-6 1/2														
4	108	9-8	234	1			9-8															
4	109	119-8	41	2			1-5	118-2 1/2														
4	110	118-2	41	2			1-5	118-8 1/2														
4	111	117-9	41	2			1-5	118-3 1/2														
4	112	119-8	41	2			1-5	118-2 1/2														
4	113	118-2	18	2			1-5	118-8 1/2														
4	114	118-2	18	2			1-5	118-8 1/2														
4	115	117-5	36	2			1-5	118-0														
LOCATION: LEFT END WINGWALL																						
NO. REQUIRED = 1																						
8	401	15-6	69	1			15-5 1/2															
4	402	33-8	17	1			33-8															
5	404	33-8	17	1			33-8															
4	406	15-6	35	1			15-5 1/2															
8	407	10-5	69	10			6-6	3-10 1/2														
5	409	13-6	69	1			13-6															
5	410	13-6	35	1			13-6															
4	411	33-8	30	1			33-8															
5	412	2-0	25	1			2-0															
LOCATION: LEFT BEGIN WINGWALL																						
NO. REQUIRED = 1																						
8	501	15-6	69	1			15-5 1/2															
4	502	33-8	17	1			33-8															
5	504	33-8	17	1			33-8															
4	506	15-6	35	1			15-5 1/2															
8	507	10-5	69	10			6-6	3-10 1/2														
5	509	13-6	69	1			13-6															
5	510	13-6	35	1			13-6															
4	511	33-8	30	1			33-8															
5	512	2-0	25	1			2-0															

REVISIONS				NOTES CONSULTING ENGINEERS INC. 3815-015 BAYVIEW DR SUITE 10 JACKSONVILLE, FL 32217 904-434-4100 CERT. OF AUTH. NO. 98012				DRAWN BY: DDR		St Johns County		PROJECT NO.		REINFORCING BAR LIST (1 OF 2)	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	CONTRACT	NO.	COUNTY	CITY/TOWN	NO.	ST-3		
										St. Johns					
								CHECKED BY: E.J.M. JF.							
								DESIGNED BY: E.J.M. JF.							
								CHECKED BY: F.M.							

MARK	LENGTH	NO	TYP	STY	B	C	D	E	F	H	J	K	N	Ø													
SIZE	DES	FT	IN	BARS	BAR	A	G	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG
LOCATION		LEFT HEADWALL												NO. REQUIRED = 1													
6	801	40-6		2	1			40-5	1/2																		
6	802	40-6		3	1			40-5	1/2																		
5	803	16-6		41	27			7-4		0-10				0-5	6-11	0-8	0-8										
LOCATION		LEFT CUTOFF WALL												NO. REQUIRED = 1													
6	807	40-6		2	1			40-5	1/2																		
6	808	40-6		2	1			40-5	1/2																		
3	809	4-11		41	7			1-7	1/2	0-8	0-6	0-6															
LOCATION		RIGHT END WINGWALL												NO. REQUIRED = 1													
6	903	33-8		8	1			33-8																			
6	904	3-0		67	10			3-6		0-6																	
5	412	2-0		3	1			2-0																			
LOCATION		RIGHT BEGIN WINGWALL												NO. REQUIRED = 1													
6	905	33-8		8	1			33-8																			
6	906	3-0		67	10			3-6		0-6																	
LOCATION		RIGHT HEADWALL												NO. REQUIRED = 1													
6	901	40-6		8	1			40-5	1/2																		
6	902	3-0		82	10			3-6		0-6																	

END OF LIST

SITE		BY		DATE		REVISIONS		NO.		DATE		 MORGAN CONSTRUCTION INC. 1615 N. W. 10TH AVE. SUITE 107 FORT LAUDERDALE, FL 33307 (954) 438-2300 FAX (954) 438-1311		DRAWN BY: JDB CHECKED BY: JFM DATE: 12/18/22 PROJECT: CR 2209 EXTENSION COUNTY: ST. JOHN'S		St Johns County REINFORCING BAR LIST (2 OF 2) CR 2209 EXTENSION		SHEET NO.: 51-4	
------	--	----	--	------	--	-----------	--	-----	--	------	--	--	--	--	--	---	--	-----------------	--

DEPARTMENT OF THE ARMY PERMIT

Permittee: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD
3030 HARTLEY ROAD, SUITE 300
JACKSONVILLE, FLORIDA 32257

Permit: SAJ-2004-4731 (SP-MRE)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the Permittee or any future Transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The Permittee is authorized to eliminate a total of 292.7 acres of wetlands. The work described above is to be completed in accordance with the 60 pages of drawings and 5 attachments affixed at the end of this permit instrument.

Project Location: The project affects waters of the United States (including wetlands) associated with, but not limited to, Trout Creek, Molasses Branch, and Big Island Swamp. The project site encompasses approximately 7,400 acres within St. Johns County. Table 1 identifies the Section, Township, and Range values for the project site. The site also encompasses a portion of the Antonio Huertes Grant (a land grant). The project site, in general, is bordered to the east by World Golf Village and Interstate 95; to the south by County Road 16A and State Road 16; to the west by Trout Creek; and, to the north by developments along County Road 210 including Glen St. Johns, the St. Johns Golf and Country Club, Southlake, Stonehurst, Johns Creek, and Southampton.

Sections	Township	Range
19, 20, 29-33	5 South	28 East
25, 26, 35, 36	5 South	27 East
5, 6, 8, 38	6 South	28 East
1, 12	6 South	27 East

Table 1
Section/Township/Range Values

Approximate Central Latitude & Longitude: Latitude: 30.0108°
Longitude: -81.5412°

PERMIT NUMBER: SAJ-2004-4731(SP-MRE)

PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD

PAGE 2 of 13

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on ~~March 26, 2004~~. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

PERMIT NUMBER: SAJ-2004-4731(SP-MRE)
PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD
PAGE 3 of 13

Special Conditions:

1. **Reporting Address:** All reports, documentation and correspondence required by the conditions of this permit shall be submitted to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, Post Office Box 4970, Jacksonville, Florida 32232. The Permittee shall reference this permit number, SAJ-2004-4731(SP-MRE), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating any phase of the work authorized, the Permittee shall provide to the Corps a written notification of the date of commencement of the phased work authorized by this permit, a narrative detailing the phase of work initiated, a narrative of the mitigation implemented to compensate the loss of wetland functional values, a revised mitigation summary table, and Uniform Mitigation Assessment Methodology summary sheets documenting the appropriateness of the phased mitigation.
3. **Standard Protection Measures for the Eastern Indigo Snake:** The Permittee shall implement the standard protection measures for the Eastern Indigo Snake (Attachment 3) in conjunction with all construction activities authorized by this permit.
4. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas adjacent to wetlands shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.
5. **Culverts:** The Permittee shall install appropriately sized culverts at all roadway crossings through wetlands to maintain the hydrologic connection between the wetlands to either side of roadway crossing.
6. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

PERMIT NUMBER: SAJ-2004-4731(SP-MRE)

PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD

PAGE 4 of 13

7. **Wetland Avoidance/Minimization Areas:** The Permittee shall avoid a minimum of 1,188.27 acres of the remaining onsite wetlands. These natural wetland areas were avoided as part of the permit application review process and therefore will not be disturbed by any dredging, filling, mechanized land clearing, agricultural activities, or other construction work whatsoever except as required or authorized by this permit. The Corps reserves the right to deny review of any requests for future impacts to these natural wetland areas.

8. **Compensatory Mitigation:** The overall project ultimately eliminates a maximum of 292.7 acres of wetlands. As mitigation for these impacts the applicant shall ultimately purchase a minimum of 19.43 credits from a federally authorized mitigation bank, enhance a minimum of 111.00 acres of wetlands through the planting of canopy species, enhance a minimum of 85.9 acres of wetlands through alterations of hydrological regime, enhance a minimum of 578.21 acres of wetlands through the removal of exotic/nuisance vegetation, preserve these enhanced wetlands, preserve a minimum of 1,188.27 acres of other wetlands, and preserve a minimum of 383.96 acres of uplands (as noted below). Within one year of the initiation of work associated with each construction-phase of the project, the permittee will complete the mitigation associated with that construction-phase. The applicant shall submit functional assessment analyses (such as, but not limited to, Wetland Rapid Assessment Procedure or Uniform Mitigation Assessment Method) documenting the specific mitigation required to compensate the impacts to wetlands associated with each construction-phase. Within 60 days of completing the mitigation for each construction-phase of the project, the applicant shall submit a narrative and a table summarizing the construction work implemented and the specific mitigation implemented to compensate that work.

a. **Offsite Mitigation (Mitigation Credit Purchase):** In order to provide initial active mitigation for work associated with the project impacts, within 3 years from the date of issuance of this permit or 2 years of initiating work authorized by this permit, whichever first occurs, the Permittee shall provide verification to the Corps that a minimum of 19.43 federal mitigation bank credits have been purchased from a federally authorized mitigation bank that has a service area encompassing the project site. The required verification shall reference this project's permit number (SAJ-2004-4731).

b. **Onsite Mitigation:**

(1) **Wetland Enhancement:** As noted above, in conjunction with construction-phases of the project, the Permittee shall enhance a minimum of 111.00 acres of onsite wetlands, identified on the project drawings, by planting these wetlands with a mixture of 3-gallon size

PERMIT NUMBER: SAJ-2004-4731 (SP-MRE)

PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD

PAGE 5 of 13

[pursuant to Association of Florida Native Nurseries (AFNN) standards] bald cypress (*Taxodium distichum*), blackgum (*Nyssa sylvatica* var. *biflora*), sweetgum (*Liquidambar styraciflua*), and red maple (*Acer rubrum*), at a density of 200 stems per acre (a total of no less than 22,200 trees) such that no single species comprises greater than 25 percent of the total trees planted.

(2) Wetland Enhancement: As noted above, in conjunction with construction-phases of the project, the Permittee shall enhance a minimum of 85.9 acres of wetlands, identified on the project drawings, through the installation of the low water crossings and/or culvert crossings.

(3) Wetland Enhancement: As noted above, in conjunction with construction-phases of the project, the Permittee shall enhance a minimum of 578.21 acres of wetlands, identified on the project drawings, through the removal of nuisance and exotic species.

(4) Upland and Wetland Preservation: As noted above, in conjunction with construction-phases of the project, the Permittee shall preserve all of the enhanced wetlands and a minimum of an additional 1,188.27 acres of wetlands and 383.96 acres of uplands identified on the project drawings.

(5) The onsite compensatory mitigation areas shall be preserved in perpetuity in accordance with the **Conservation Easement Special Condition** of this permit.

9. **Performance Standards:** To meet the objectives of the approved compensatory mitigation plan, the Permittee shall achieve the following performance standards within all of the onsite wetland mitigation areas:

a. at least 80 percent cover by appropriate wetland species (i.e., FAC or wetter);

b. cover of Category I and II invasive exotic plant species, pursuant to the most current list established by the Florida Exotic Pest Plant Council at <http://www.fleppc.org>, and the nuisance species primrose willow (*Ludwigia peruviana*), dog fennel (*Eupatorium capillifolium*), Bermuda grass (*Cynodon* spp.), Bahia grass (*Paspalum notatum*), and cattail (*Typha* spp.) shall total less than 5 percent within the enhanced wetlands; and,

c. less than 20 percent mortality of planted wetland species.

PERMIT NUMBER: SAJ-2004-4731(SP-MRE)
PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD
PAGE 6 of 13

The Permittee shall achieve the above performance standards prior to the expiration date of this permit. In the event that the above performance standards have not been achieved, the Permittee shall undertake a remediation program approved by the Corps in accordance with the **Remediation Special Condition** of this permit.

10. **Monitoring and Reporting Timeframes:** To show compliance with the performance standards the Permittee shall complete the following:

a. perform a time-zero monitoring event of the specific wetland mitigation areas associated with each construction-phase of the project within 60 days of completing that mitigation;

b. submit the time-zero report to the Corps within 60 days of the completion of the monitoring event noted above (The report will include a paragraph depicting baseline conditions of the mitigation sites prior to initiation of the compensatory mitigation objectives and a detailed plan view drawing of all enhanced mitigation areas.);

c. subsequent to the completion of the compensatory mitigation objectives associated with each construction-phase of the project, perform annual monitoring of each of these wetland mitigation areas for a total of no less than 5 years of monitoring for each area;

d. submit annual monitoring reports to the Corps within 60 days of completion of each monitoring event; and,

e. monitor the mitigation areas and submit annual monitoring reports to the Corps until released in accordance with the **Mitigation Release Special Condition** of this permit.

11. **Reporting Format:** Annual monitoring reports shall follow a 10-page maximum report format for assessing compensatory mitigation sites. The Permittee shall submit all documentation to the Corps on 8½-inch by 11-inch paper and include the following:

a. **Project Overview (1 Page):**

(1) the Department of the Army Permit Number;

(2) name and contact information of Permittee and consultant;

(3) name of party responsible for conducting the monitoring and the date(s) the inspection was conducted;

(4) a brief paragraph describing the purpose of the approved project, acreage and type of aquatic resources impacted, and mitigation acreage and type of aquatic resources authorized to compensate for the aquatic resource impacts;

(5) written description of the location of any compensatory mitigation site(s) with any identifiable landmarks of the compensatory mitigation site(s), including information to locate the site(s) perimeter(s) and coordinates of the mitigation site(s) expressed as latitude-longitude, UTM, or state plane coordinate system;

(6) dates compensatory mitigation commenced and/or was completed;

(7) short statement on whether the performance standards are being met;

(8) dates of any recent corrective or maintenance activities conducted since the previous report submission; and,

(9) specific recommendations for any additional corrective or remedial actions.

b. Requirements (1 page): List the monitoring requirements and performance standards, as specified in the approved mitigation plan and special conditions of this permit, and evaluate whether the compensatory mitigation project site is successfully achieving the approved performance standards or trending towards success. A table is a recommended option for comparing the performance standards to the conditions and status of the developing mitigation site.

c. Summary Data (maximum of 4 pages): Summary data should be provided to substantiate the success and/or potential challenges associated with the compensatory mitigation project. Photo documentation may be provided to support the findings and recommendations referenced in the monitoring report and to assist the PM in assessing whether the compensatory mitigation project is meeting applicable performance standards for that monitoring period. Submitted photos should be formatted to print on a standard 8 1/2" x 11" piece of paper, dated, and clearly labeled with the direction from which the photo was taken. The photo location points should also be identified on the appropriate maps.

d. Maps (maximum of 3 pages): Maps shall be provided to show the location of the compensatory mitigation site relative to other landscape features, habitat types, locations of photographic reference points, transects, sampling data points, and/or other features

PERMIT NUMBER: SAJ-2004-4731 (SP-MRE)
PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD
PAGE 8 of 13

pertinent to the mitigation plan. In addition, the submitted maps and plans should clearly delineate the mitigation site perimeter(s). Each map or diagram should be formatted to print on a standard 8 1/2" x 11" piece of paper and include a legend and the location of any photos submitted for review. As-built plans may be included.

e. **Conclusions (1 page):** A general statement shall be included that describes the conditions of each compensatory mitigation project. If performance standards are not being met, a brief explanation of the difficulties and potential remedial actions proposed by the Permittee or sponsor, including a timetable, shall be provided. The District Commander will ultimately determine if the mitigation is successful for a given monitoring period.

12. Remediation: If any phase of the compensatory mitigation fails to meet the performance standards 3 years after completion of the compensatory mitigation phase (objectives), that compensatory mitigation will be deemed unsuccessful. Within 60 days of notification by the Corps that compensatory mitigation is unsuccessful, the Permittee shall submit to the Corps an alternate compensatory mitigation proposal sufficient to create the functional lift required under the permit. Any alternate compensatory mitigation proposal may be required to include additional mitigation to compensate for the temporal loss of wetland function associated with the unsuccessful compensatory mitigation activities. The Corps reserves the right to fully evaluate, amend, and approve or reject the alternate compensatory mitigation proposal. Within 120 days of Corps approval, the Permittee will complete any alternate compensatory mitigation proposal required.

13. Mitigation Release: The Permittee's responsibility to complete the required compensatory mitigation, as set forth in the **Compensatory Mitigation** Special Condition of this permit will not be considered fulfilled until mitigation success has been demonstrated and written verification has been provided by the Corps. A mitigation area which has been released will require no further monitoring or reporting by the Permittee; however the Permittee, Successors and subsequent Transferees remain perpetually responsible to ensure that the mitigation area(s) remain in a condition appropriate to offset the authorized impacts in accordance with General Condition 2 of this permit.

14. Self-Certification: Within 60 days of the completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall complete and submit to the Corps the attached "Self-Certification Statement of Compliance" form (Attachment 4). In the event that the completed work

PERMIT NUMBER: SAJ-2004-4731 (SP-MRE)
PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD
PAGE 9 of 13

deviates, in any manner, from the authorized work, the Permittee shall describe, on the Self-Certification Form, the deviations between the work authorized by the permit and the work as constructed. Please note that the description of any deviations on the Self-Certification Form does not constitute approval of any deviations by the Corps.

15. **Notice of Permit:** The Permittee shall complete and record the Notice of Department of the Army Permit (Attachment 5) with the Clerk of the Circuit Court, Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest in real property within the county of the authorized activity. Within 90 days from the effective date of this permit the Permittee shall provide a copy of the recorded Notice of Permit to the Corps clearly showing a stamp from the appropriate official indicating the book and page at which the Notice of Permit is recorded and the date of recording.

16. **Conservation Easement:** The Permittee shall preserve the areas referenced in the **Compensatory Mitigation** Special Condition which includes a minimum of 1,963.38 acres of wetlands and 383.96 acres of uplands in perpetuity by recording a conservation easement within the boundaries and location annotated on the attached permit drawings, and in accordance with procedures outlined in Special Conditions of the attached St. Johns River Water Management District (SJRWMD) permit, and the following conditions:

a. Within 30 days from the date of initiating any phase of the authorized work the Permittee shall submit to the Corps a copy of the recorded conservation easement document with exhibits (including legal description and sketch).

b. These natural preserve areas will not be disturbed by any dredging, filling, land clearing, agricultural activities, planting, or other construction work whatsoever except as required or authorized by this permit. The Permittee agrees that the only future utilization of the preserved areas in question will be as a purely natural area. Any deviation from the established conservation easement cannot be performed without a modification to this permit instrument. The ability to modify or remove this conservation easement is neither implied nor guaranteed. If the conservation easement is removed for any reason, the Permittee shall provide appropriate mitigation to compensate for functional wetland loss.

17. **Regulatory Agency Changes:** Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes.

PERMIT NUMBER: SAJ-2004-4731(SP-MRE)
PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD
PAGE 10 of 13

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

PERMIT NUMBER: SAJ-2004-4731 (SP-MRE)

PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD

PAGE 11 of 13

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2004-4731 (SP-MRE)
PERMITTEE: WHITE'S FORD TIMBER AND INVESTMENT COMPANY, LTD
PAGE 12 of 13

Your signature below, as Permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

David W. Hutson
(PERMITTEE)

3/20/09
(DATE)

DAVID W. HUTSON
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Paul L. Grosskruger
(DISTRICT ENGINEER)
Paul L. Grosskruger
Colonel, U.S. Army

26 March 2009
(DATE)

for

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the Transferee sign and date below.

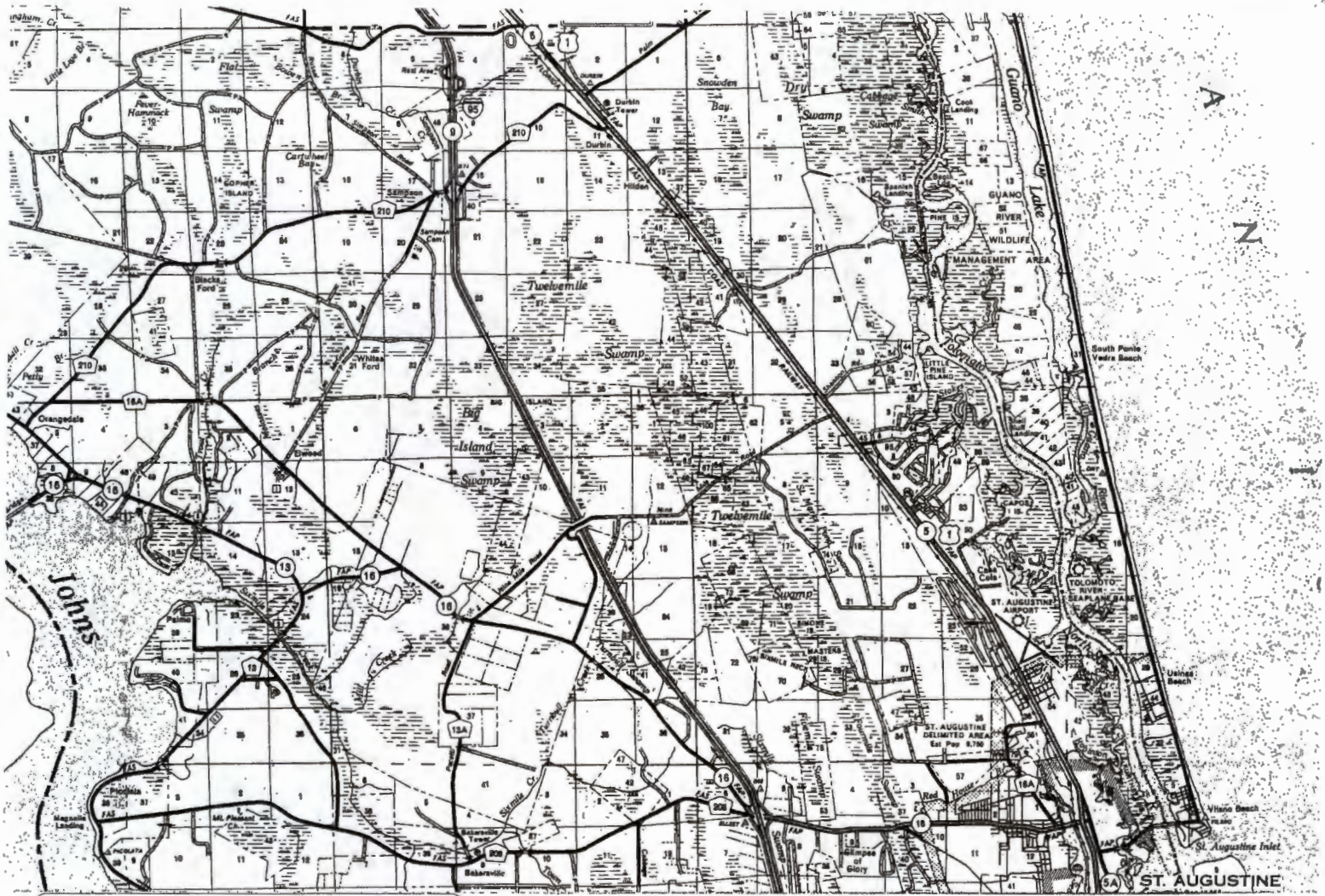
(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

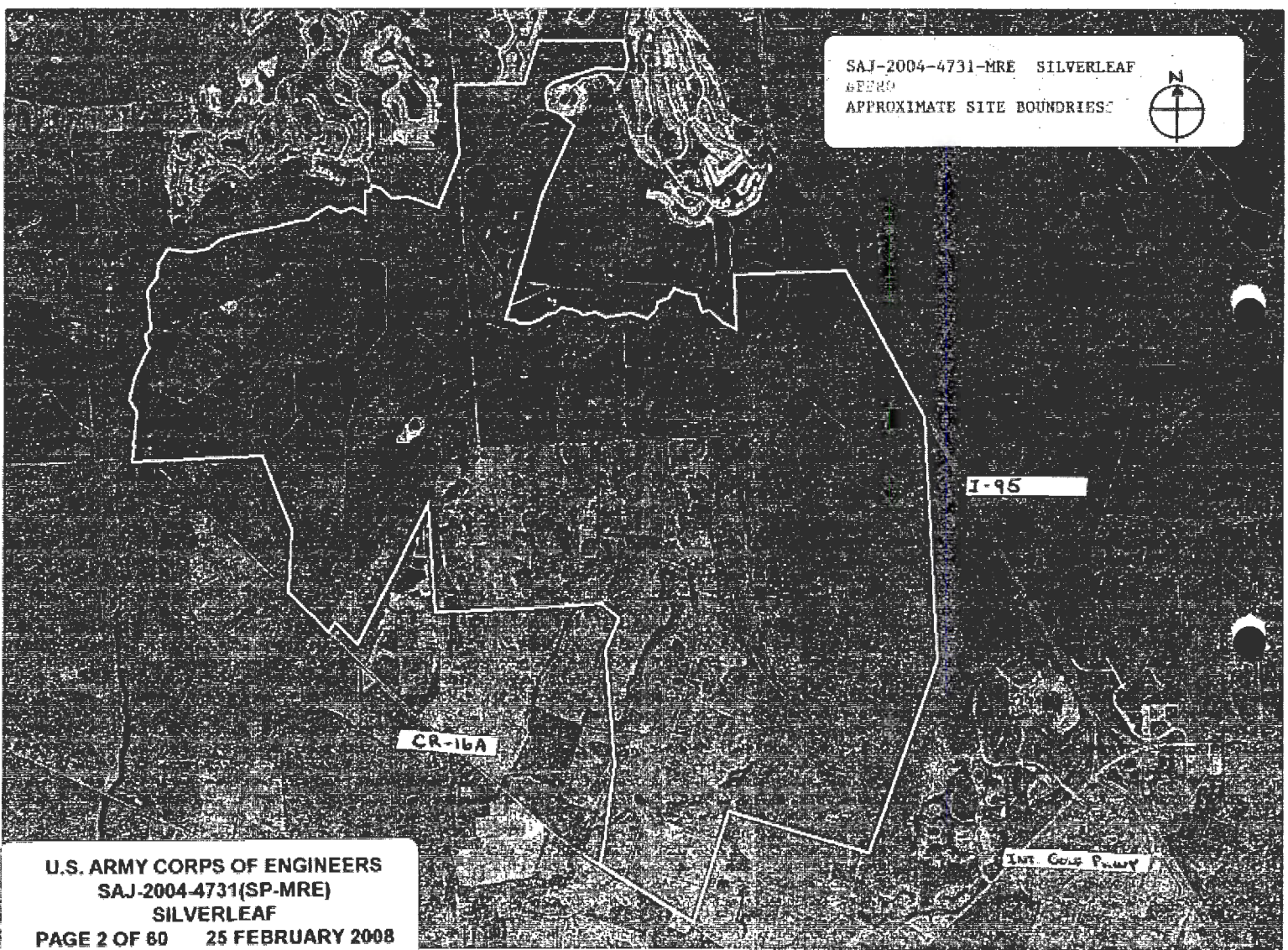
(CITY, STATE, AND ZIP CODE)



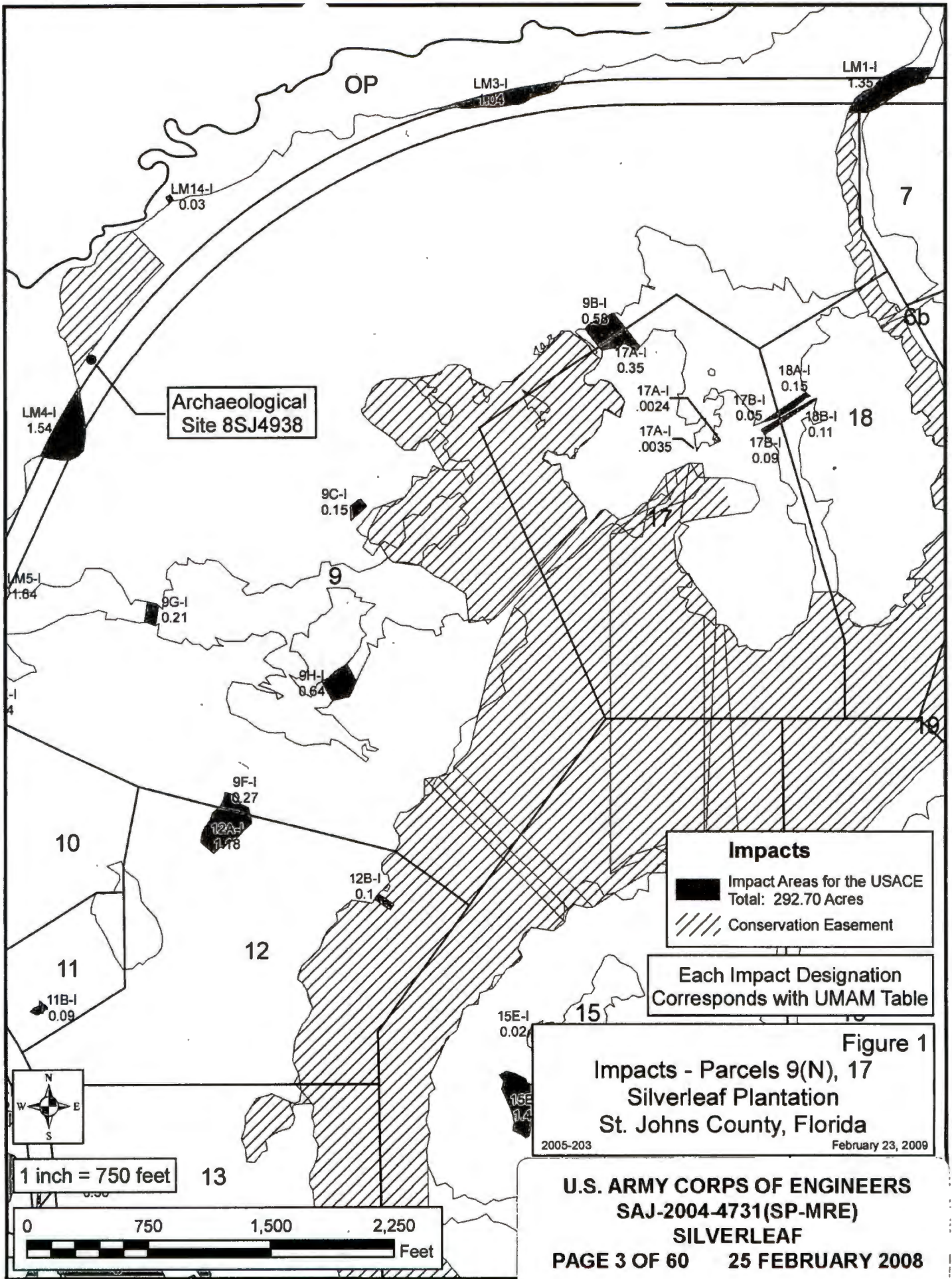
U.S. ARMY CORPS OF ENGINEERS
 SAJ-2004-4731(SP-MRE)
 SILVERLEAF
 PAGE 1 OF 60 25 FEBRUARY 2008

SAJ-2004-4731-MRE
 GENERAL PROJECT VICINITY MAP - ST. JOHNS CO.



SAJ-2004-4731-MRE SILVERLEAF
#ERR0
APPROXIMATE SITE BOUNDRIES



U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 2 OF 80 25 FEBRUARY 2008



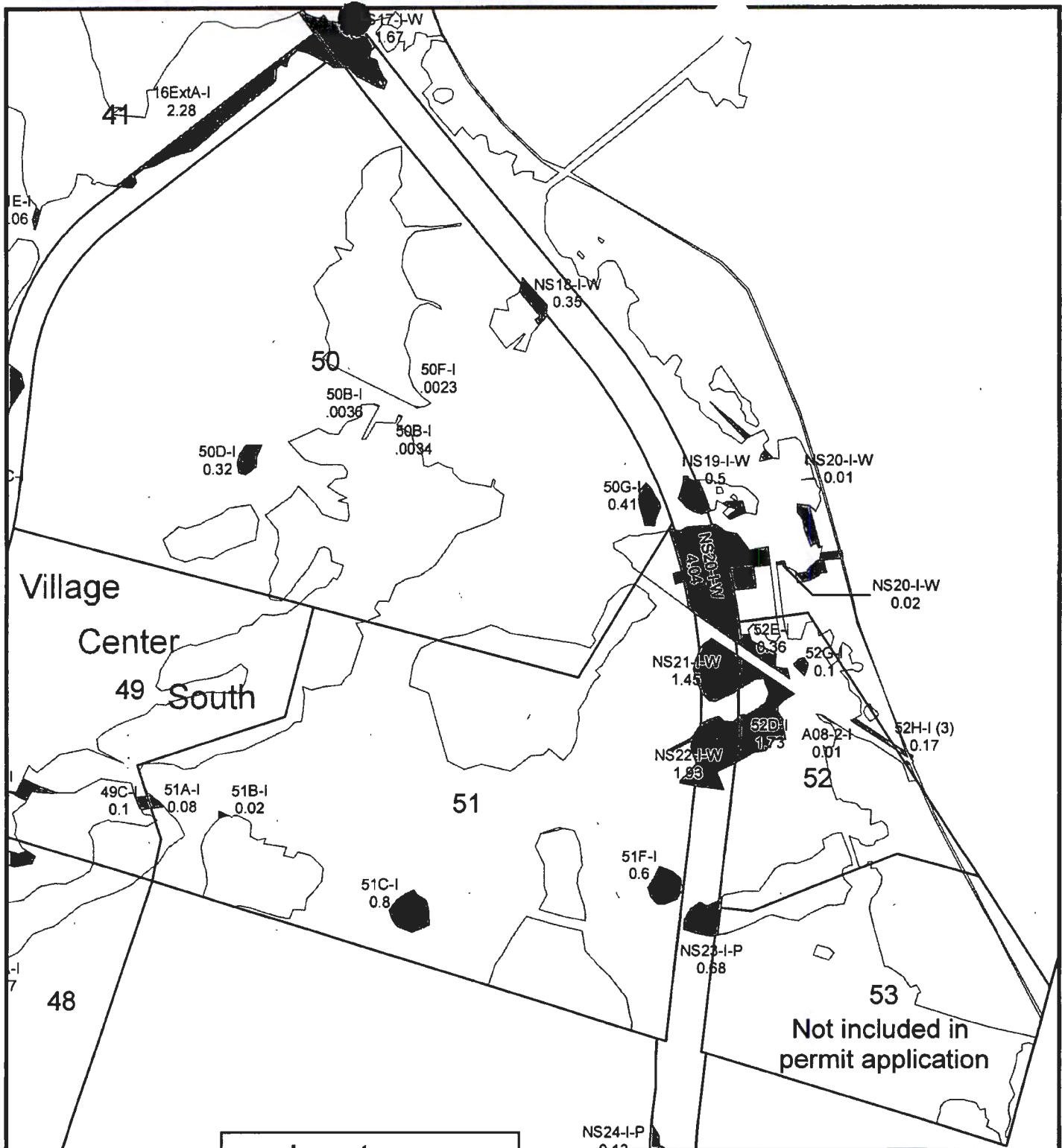
Impacts

 Impact Areas for the USACE
 Total: 292.70 Acres
 Conservation Easement

Each Impact Designation
Corresponds with UMAM Table

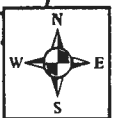
Figure 1
Impacts - Parcels 9(N), 17
Silverleaf Plantation
St. Johns County, Florida

2005-203 February 23, 2009



Impacts
 ■ Impact Areas for the USACE
 Total: 292.70 Acres
 ▨ Conservation Easement

Each Impact Designation
 Corresponds with UMAM Table



1 inch = 750 feet

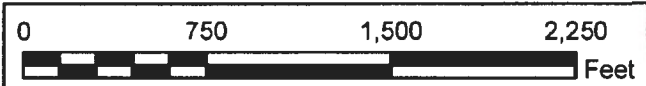
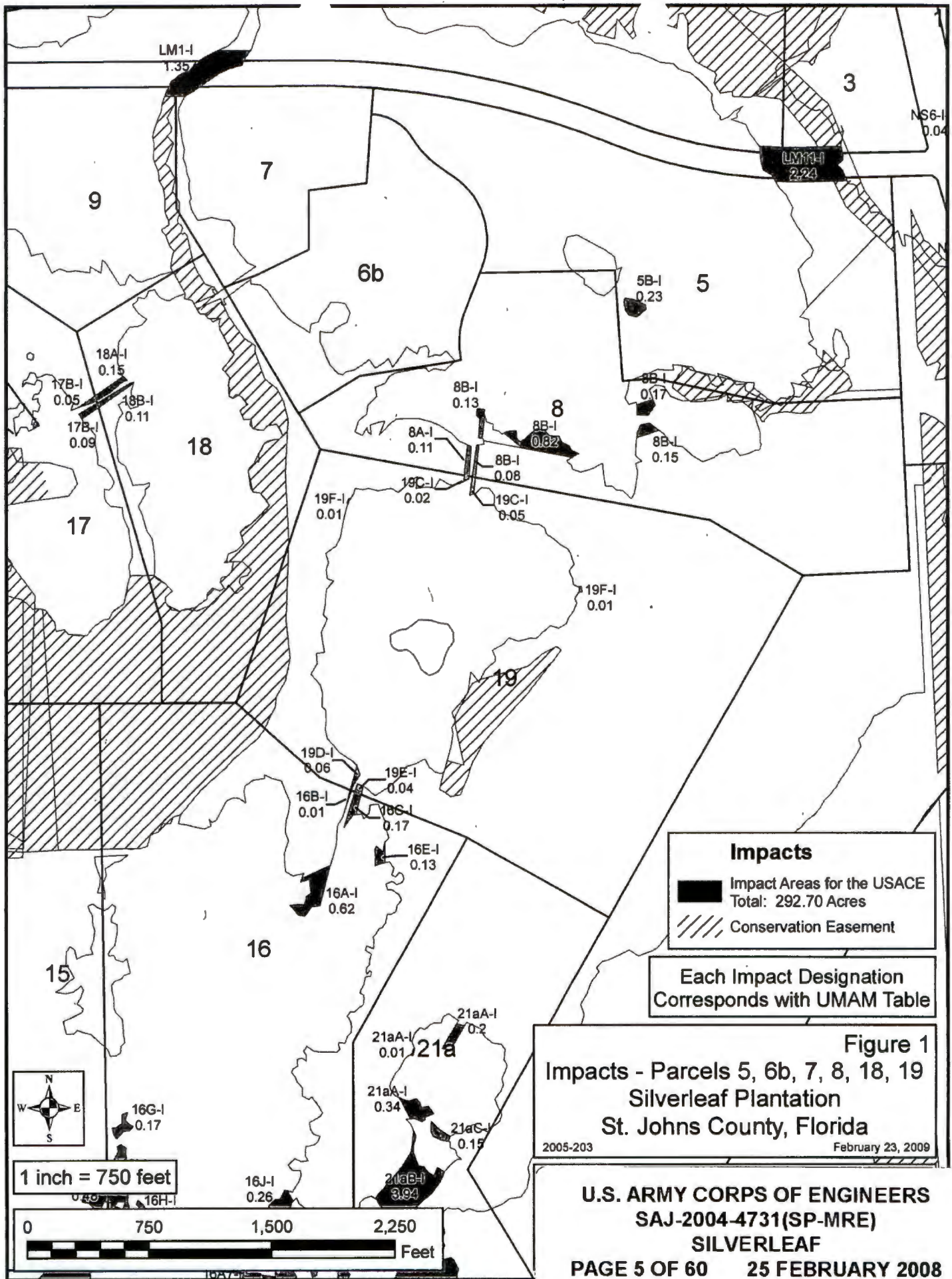
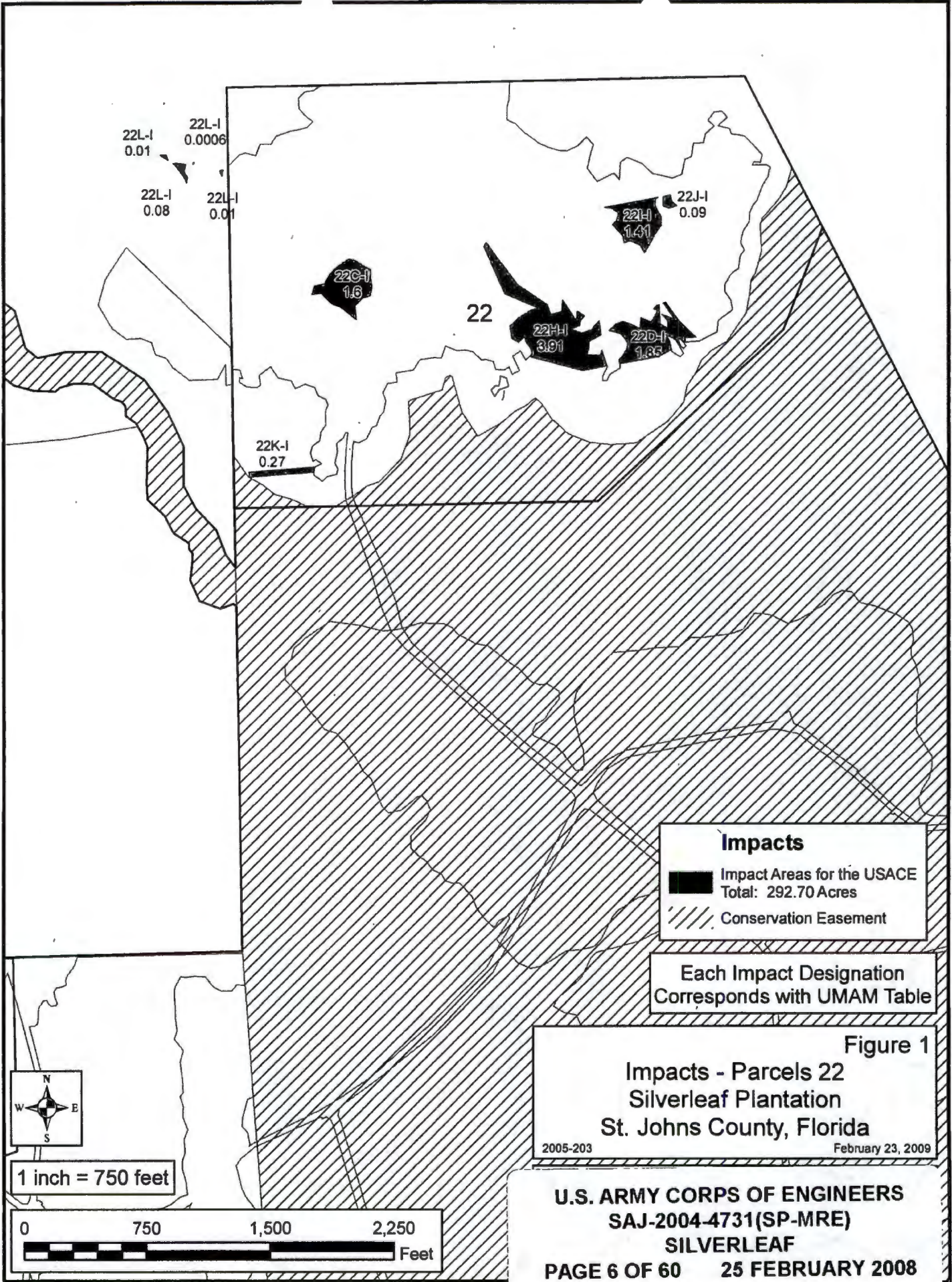


Figure 1
 Impacts - Parcels 50 - 53
 Silverleaf Plantation
 St. Johns County, Florida
 2005-203 February 23, 2009





22L-I 0.01
 22L-I 0.0006
 22L-I 0.08
 22L-I 0.01

22J-I 0.09
 22I-I 1.41

22C-I 1.6

22

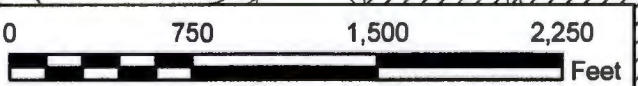
22H-I 3.91

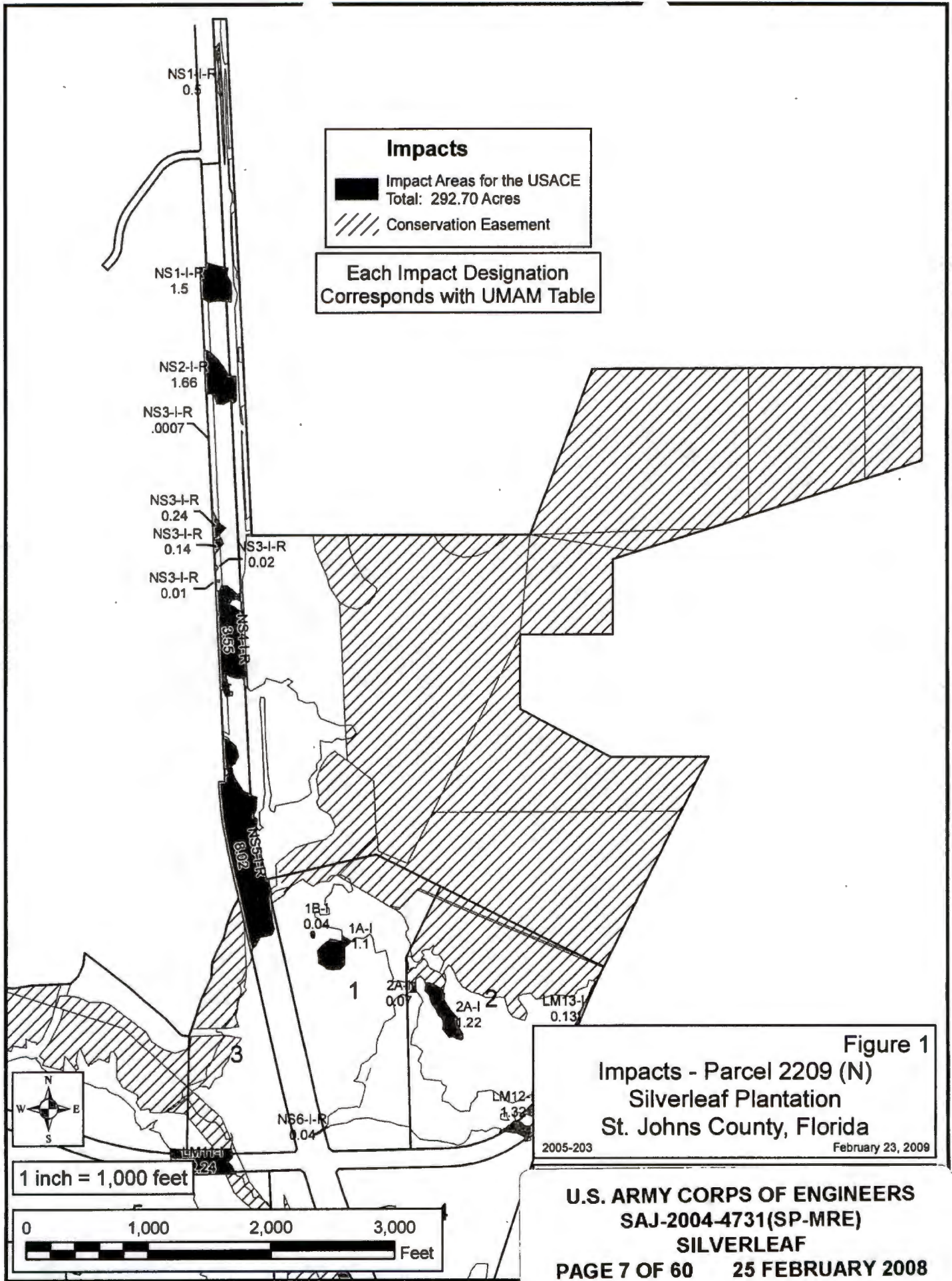
22D-I 1.85

22K-I 0.27



1 inch = 750 feet





Impacts

Impact Areas for the USACE
 Total: 292.70 Acres

Conservation Easement

Each Impact Designation
Corresponds with UMAM Table

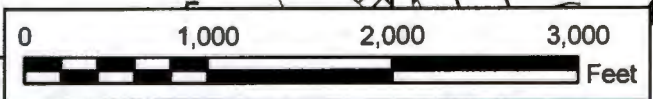
Figure 1

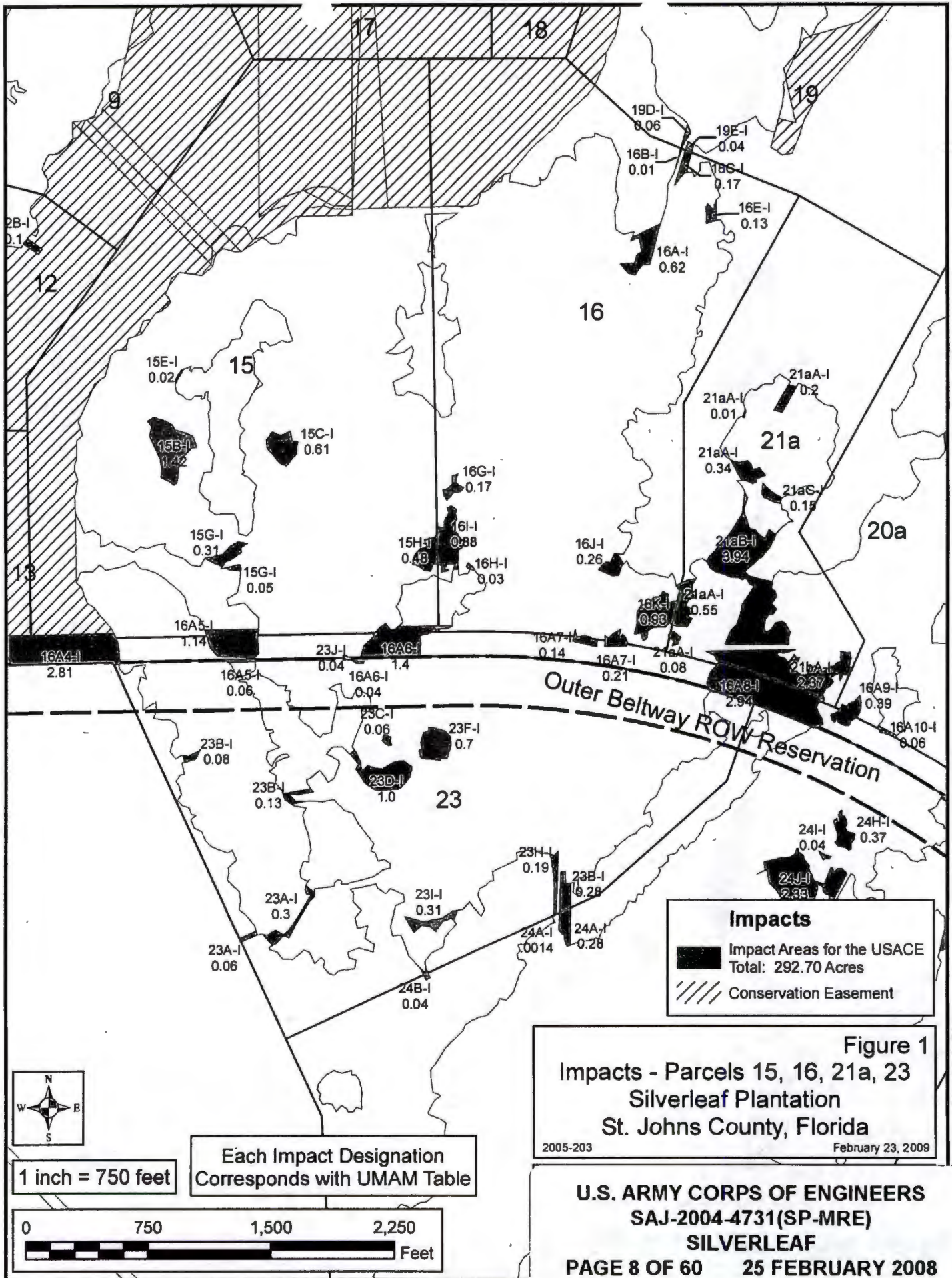
Impacts - Parcel 2209 (N)
Silverleaf Plantation
St. Johns County, Florida

2005-203 February 23, 2009



1 inch = 1,000 feet





2B-I
0.1

12

15E-I
0.02

15

15B-I
1.42

15C-I
0.61

15G-I
0.31

15G-I
0.05

15H-I
0.48

16G-I
0.17

16I-I
0.88

16H-I
0.03

16

16A-I
0.62

16B-I
0.01

19D-I
0.06

16S-I
0.17

19E-I
0.04

16E-I
0.13

21aA-I
0.2

21aA-I
0.01

21aA-I
0.34

21aA-I
0.15

20a

21aB-I
3.94

16K-I
0.98

21aA-I
0.55

16J-I
0.26

16A7-I
0.14

16A7-I
0.21

21aA-I
0.08

21aA-I
2.87

16A9-I
0.89

16A10-I
0.06

Outer Beltway ROW Reservation

23B-I
0.08

23B-I
0.13

23C-I
0.06

23D-I
1.0

23F-I
0.7

23

23A-I
0.3

23I-I
0.31

23H-I
0.19

23B-I
6.28

24A-I
0.014

24A-I
0.28

24I-I
0.04

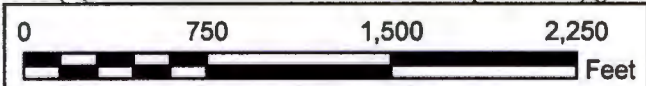
24H-I
0.37

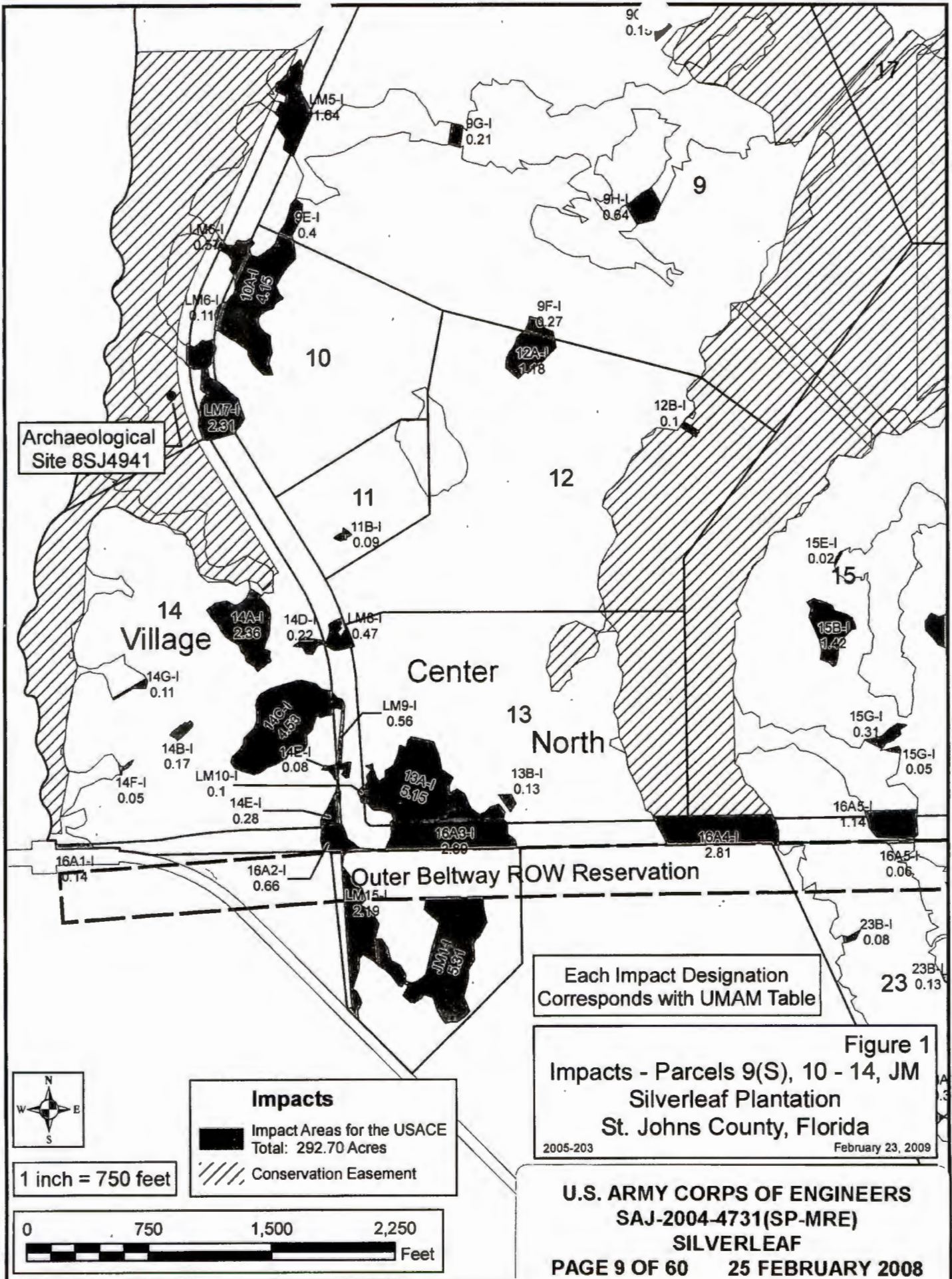
24J-I
2.38



1 inch = 750 feet

Each Impact Designation Corresponds with UMAM Table





Archaeological Site 8SJ4941

14 Village

Center

13 North

Outer Beltway ROW Reservation

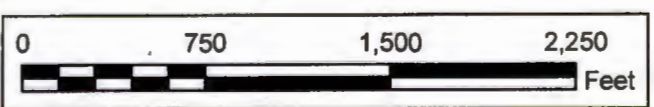
Each Impact Designation Corresponds with UMAM Table

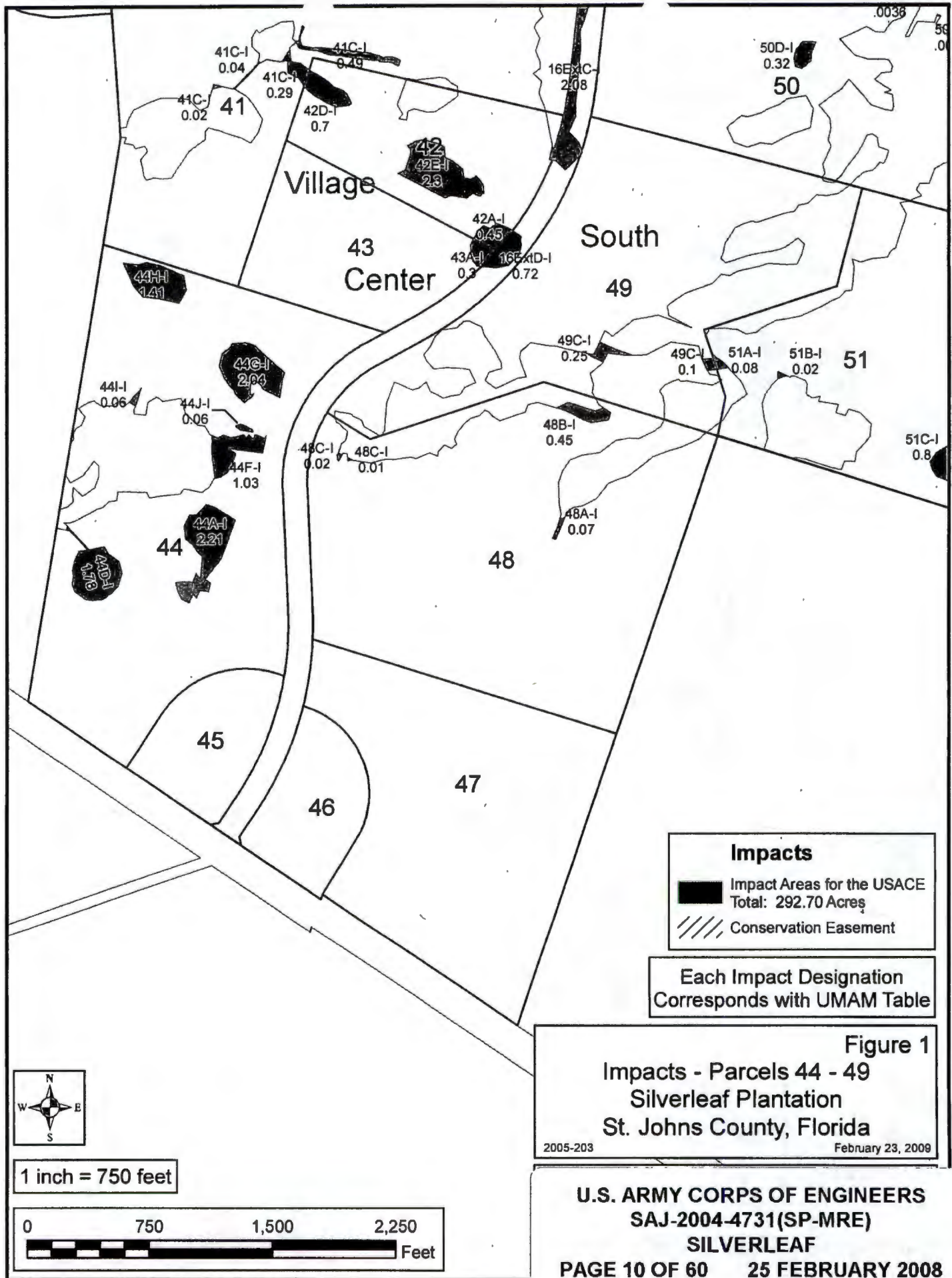
Figure 1
Impacts - Parcels 9(S), 10 - 14, JM
Silverleaf Plantation
St. Johns County, Florida
 2005-203 February 23, 2009

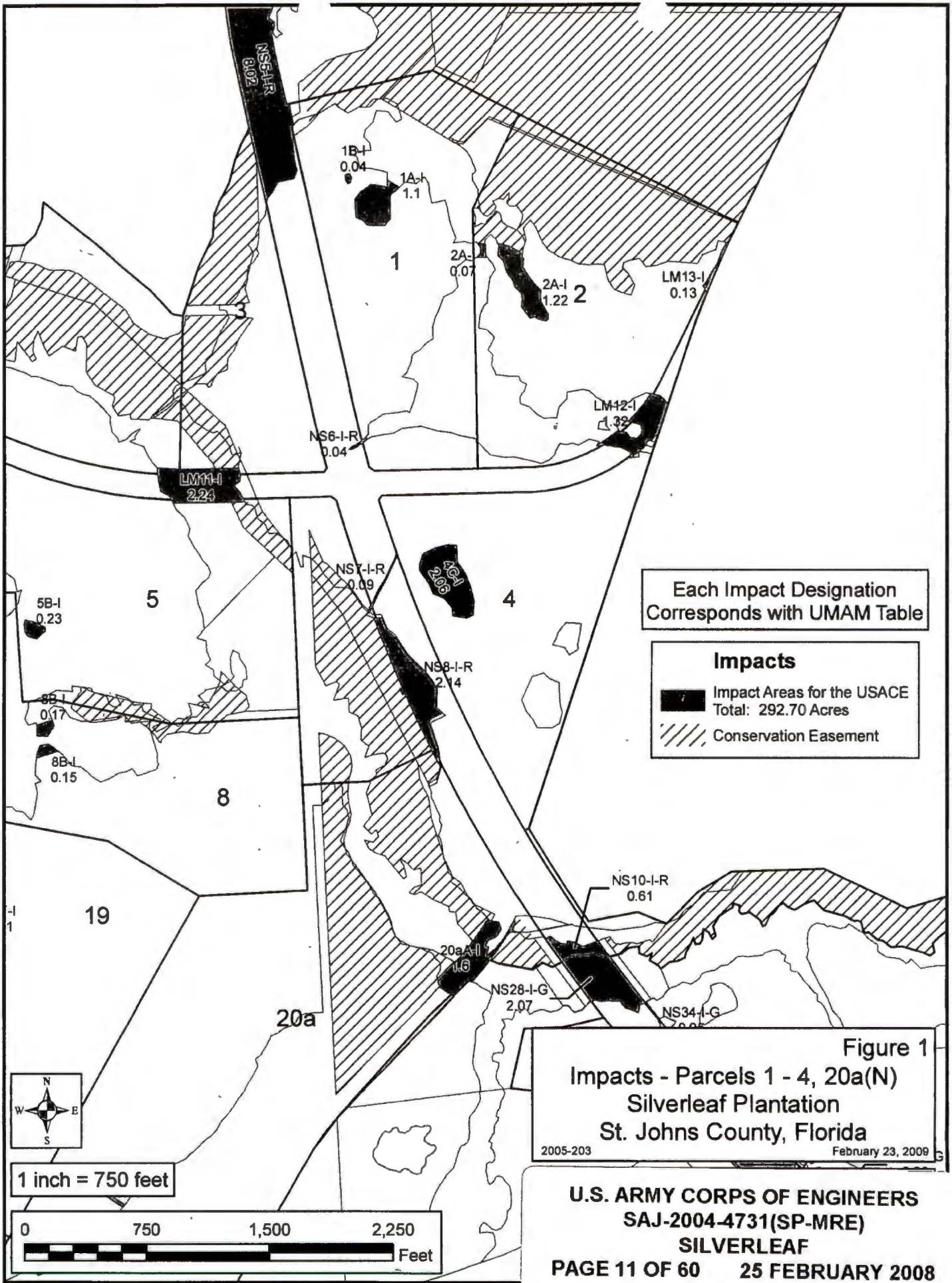
Impacts
 ■ Impact Areas for the USACE
 Total: 292.70 Acres
 ▨ Conservation Easement

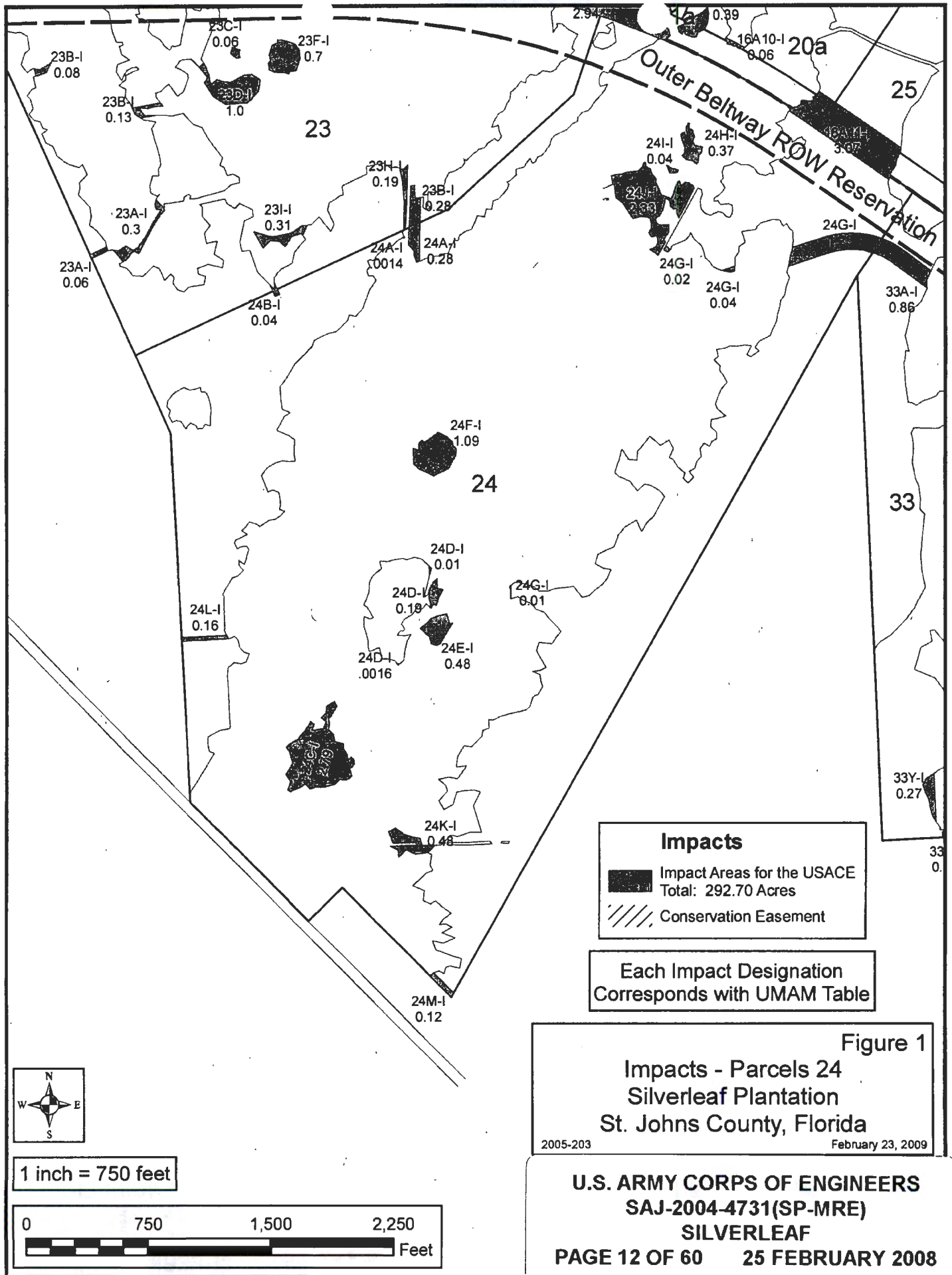


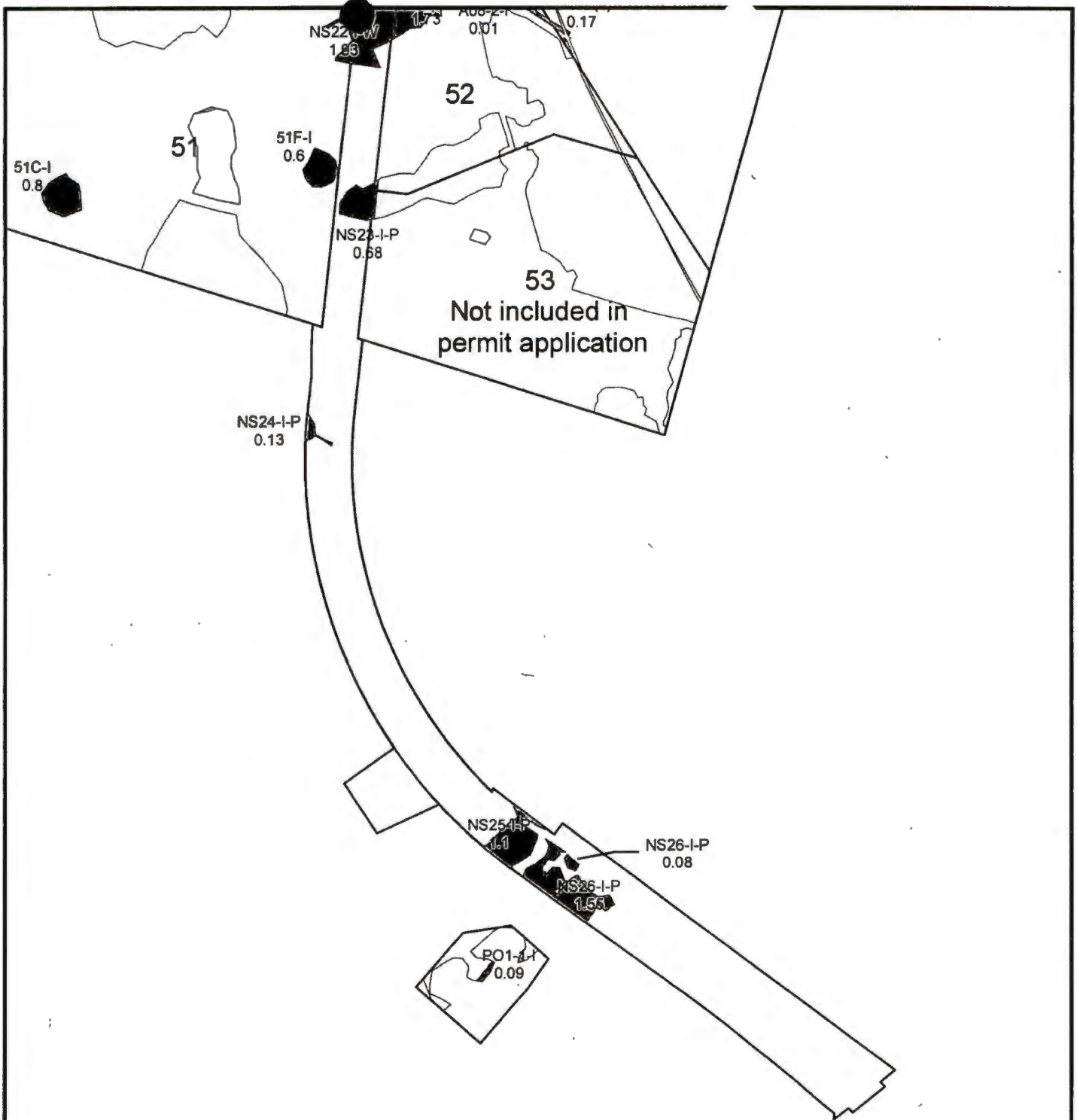
1 inch = 750 feet











Impacts
 ■ Impact Areas for the USACE
 Total: 292.70 Acres
 ▨ Conservation Easement

Each Impact Designation
 Corresponds with UMAM Table



1 inch = 750 feet

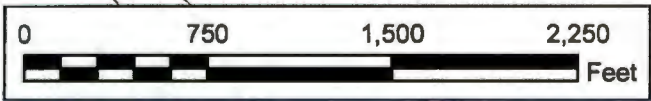
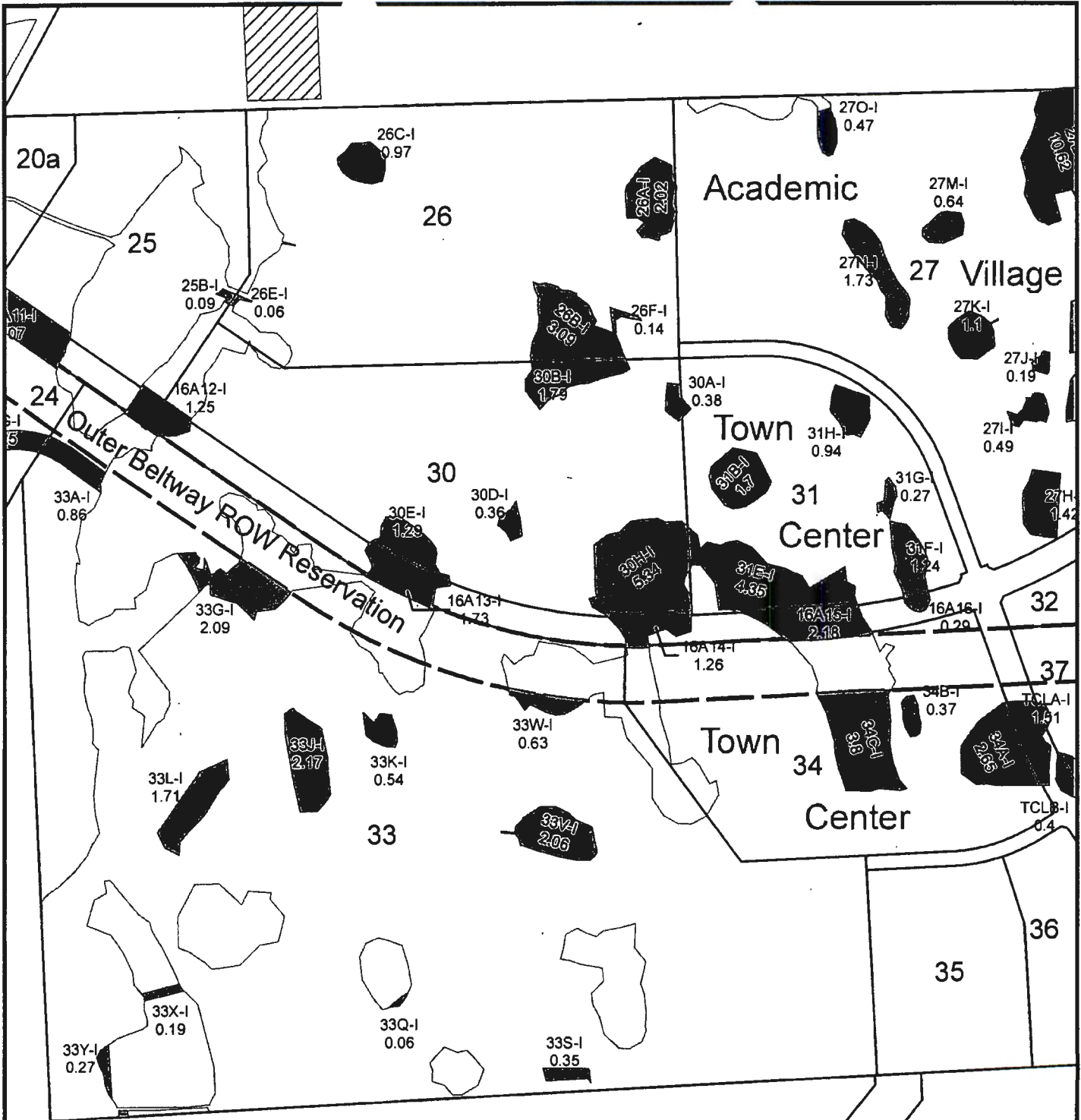


Figure 1
 Impacts - Parcel 2209 (S)
 Silverleaf Plantation
 St. Johns County, Florida
 2005-203 February 23, 2009



Impacts
 ■ Impact Areas for the USACE
 Total: 292.70 Acres
 ▨ Conservation Easement

Each Impact Designation
 Corresponds with UMAM Table



1 inch = 750 feet

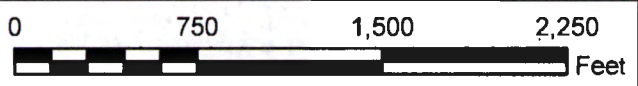
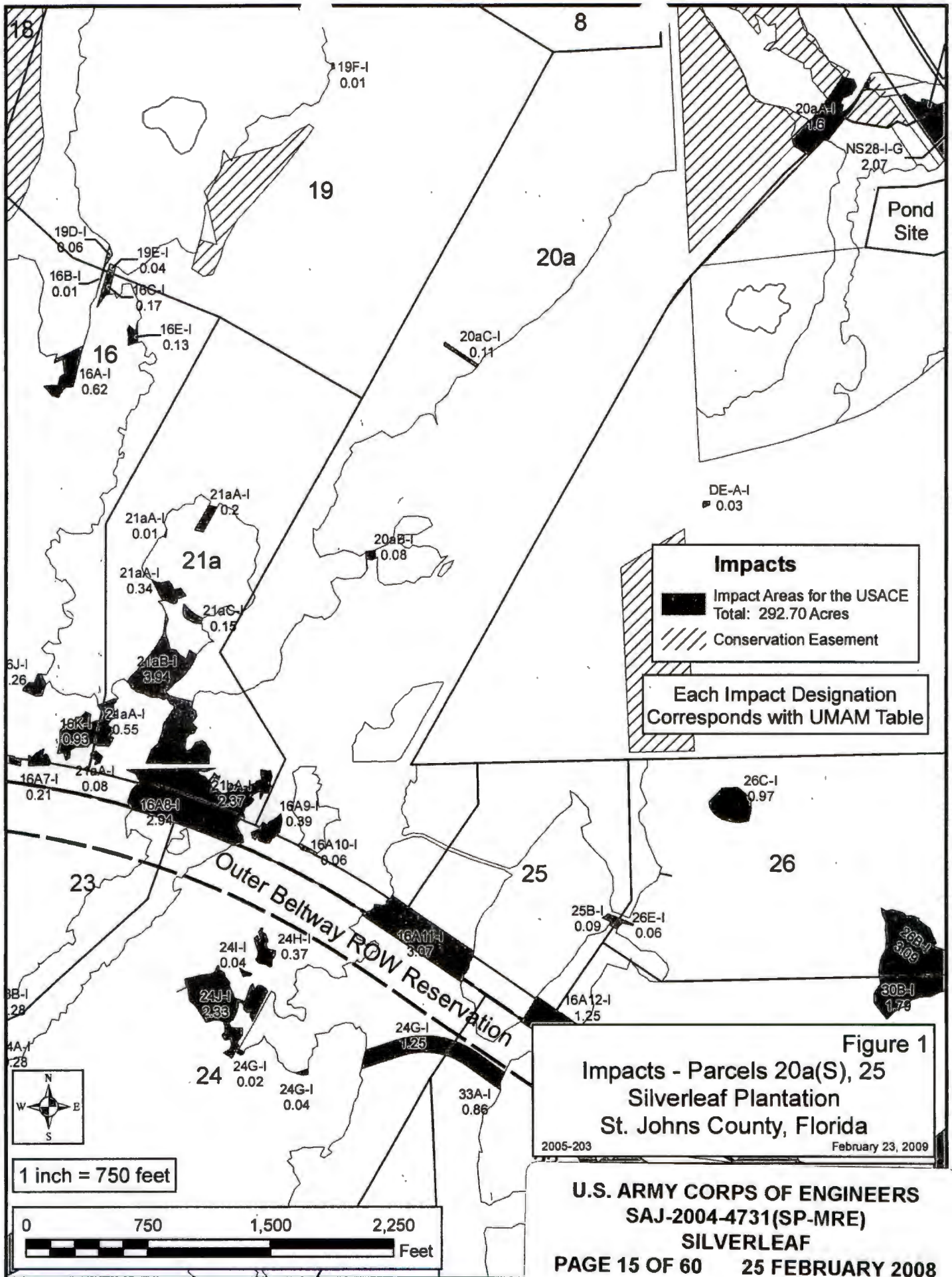


Figure 1
 Impacts - Parcels 26, 30, 31, 33 - 35
 Silverleaf Plantation
 St. Johns County, Florida
 2005-203 February 23, 2009

EOG-1-I
 0.88



Impacts

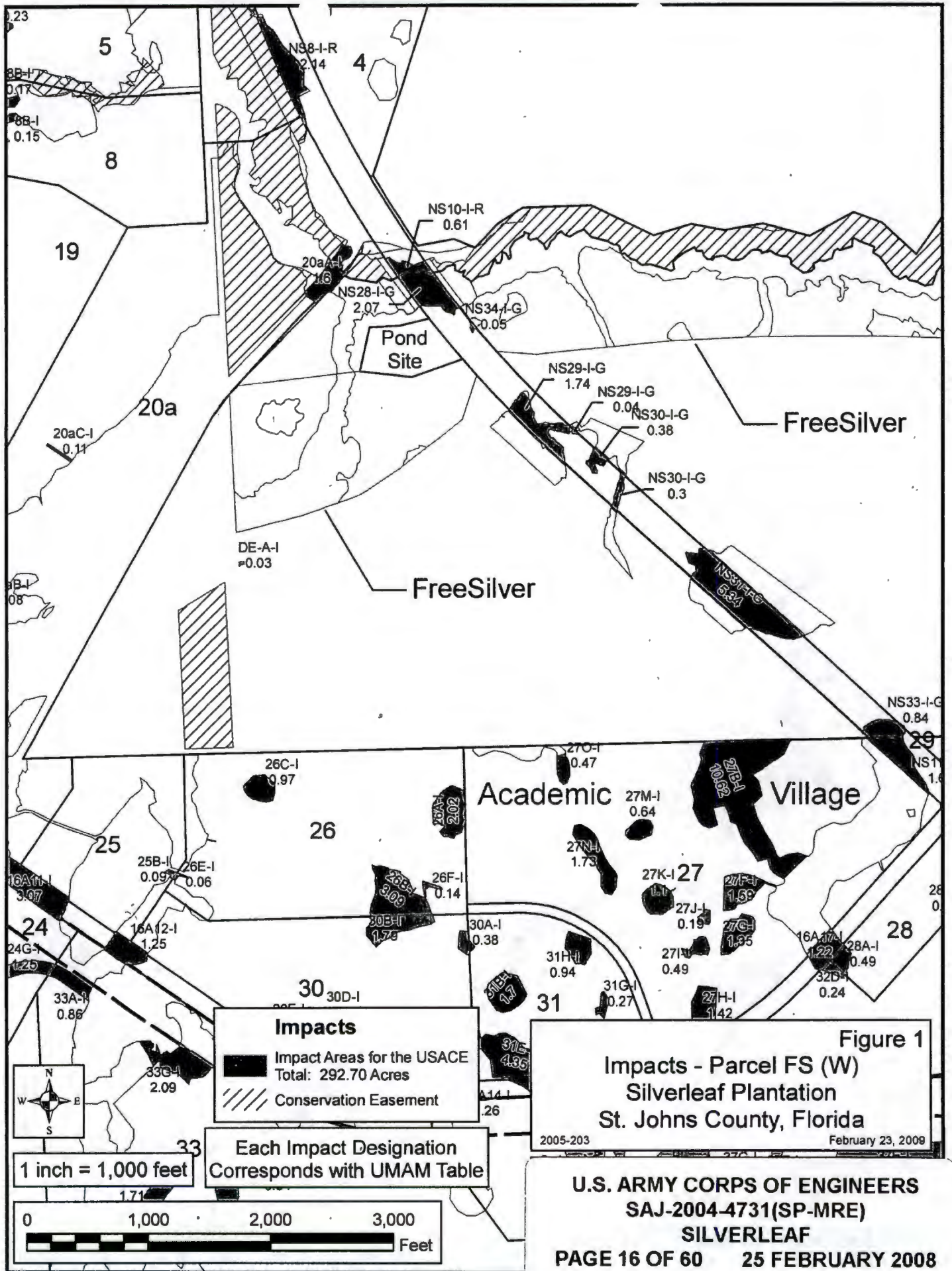
■ Impact Areas for the USACE
Total: 292.70 Acres

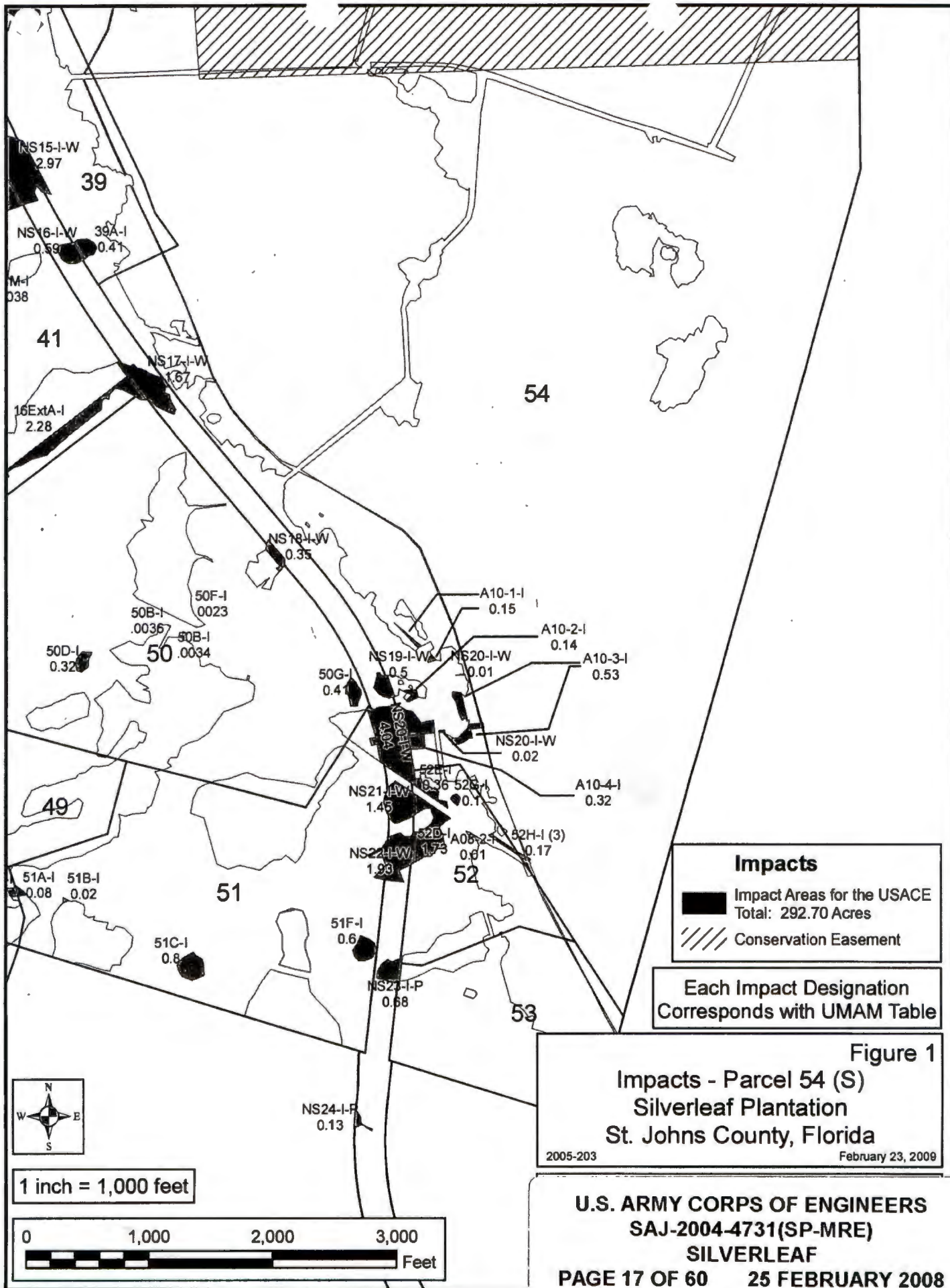
▨ Conservation Easement

Each Impact Designation
Corresponds with UMAM Table

Figure 1
Impacts - Parcels 20a(S), 25
Silverleaf Plantation
St. Johns County, Florida

2005-203 February 23, 2009





NS15-I-W
2.97

39

NS16-I-W 0.59
39A-I 0.41

M-1
038

41

NS17-I-W
1.67

16ExtA-I
2.28

54

NS18-I-W
0.35

50B-I 0.0036
50F-I 0.0023

50

50D-I 0.32

50G-I 0.41

NS19-I-W 0.5

NS20-I-W 0.01

A10-2-I 0.14

A10-3-I 0.53

49

NS21-I-W 1.45

NS22-I-W 1.73

A10-4-I 0.32

51A-I 0.08
51B-I 0.02

51

51C-I 0.8

51F-I 0.6

52

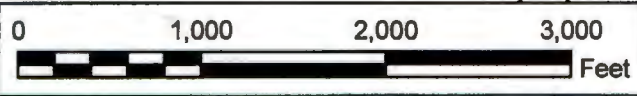
NS23-I-P 0.68

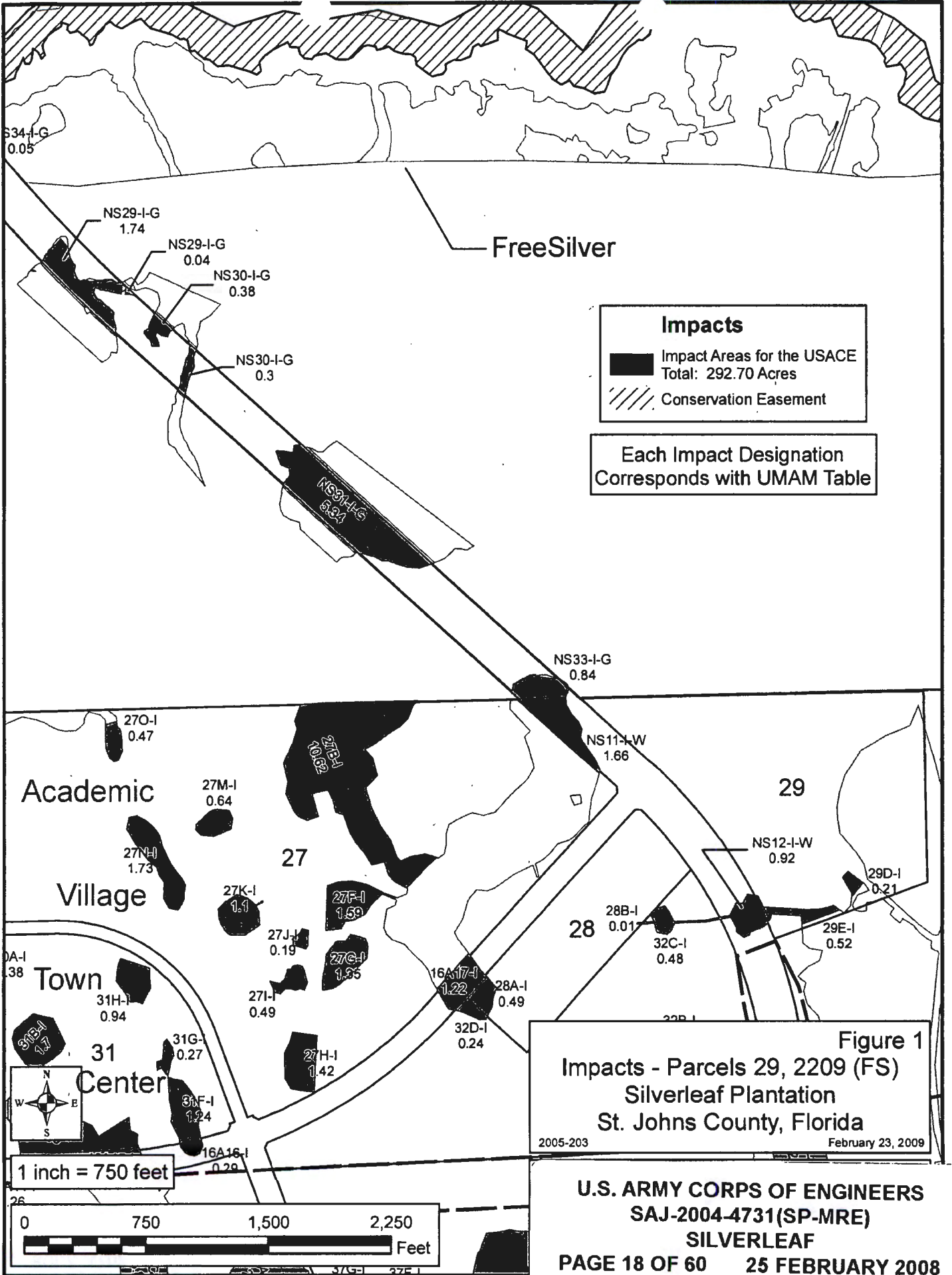
53

NS24-I-P 0.13



1 inch = 1,000 feet





S34-I-G
0.05

NS29-I-G
1.74

NS29-I-G
0.04

NS30-I-G
0.38

NS30-I-G
0.3

NS31-I-G
5.34

FreeSilver

NS33-I-G
0.84

NS11-I-W
1.66

29

Academic

27O-I
0.47

27M-I
0.64

27N-I
1.73

27

Village

27K-I
1.1

27F-I
1.59

27C-I
1.35

27J-I
0.19

27I-I
0.49

16A17-I
1.22

28A-I
0.49

NS12-I-W
0.92

29D-I
0.21

28

28B-I
0.01

32C-I
0.48

29E-I
0.52

DA-I
0.38

31H-I
0.94

31

Center

31G-I
0.27

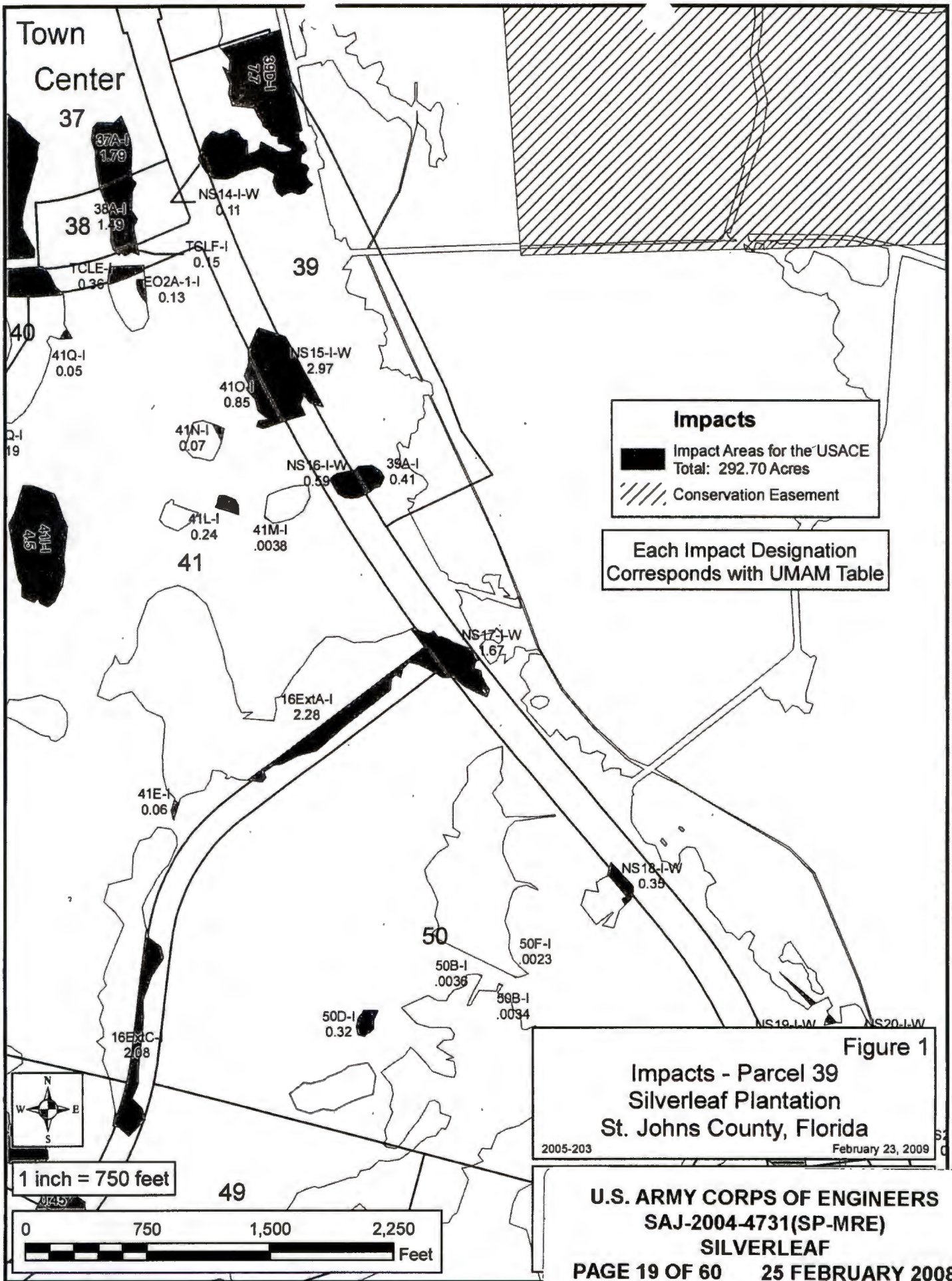
31F-I
1.24

31B-I
1.7

16A16-I
0.29

1 inch = 750 feet





Impacts

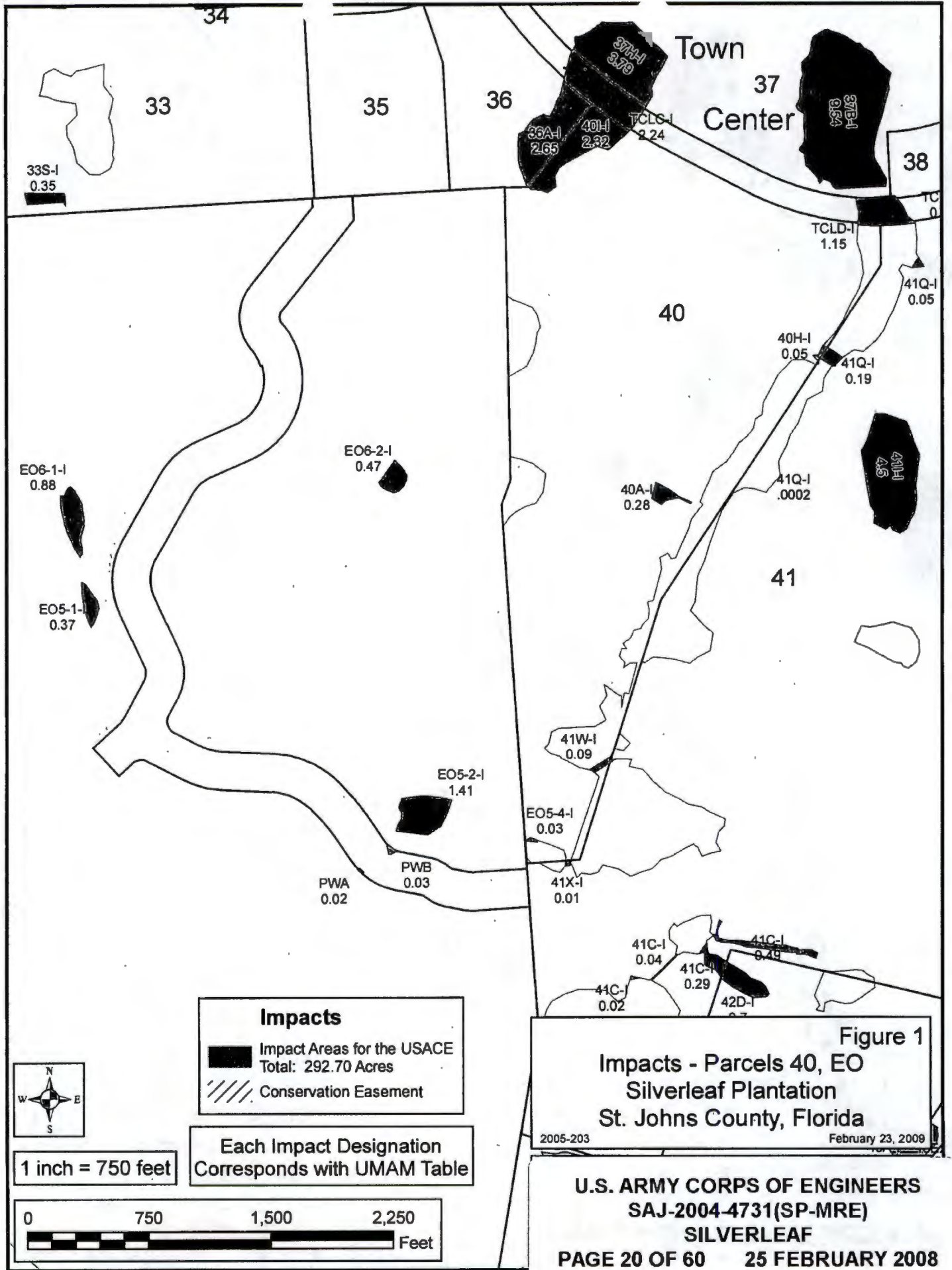
■ Impact Areas for the USACE
Total: 292.70 Acres

▨ Conservation Easement

Each Impact Designation
Corresponds with UMAM Table

Figure 1
Impacts - Parcel 39
Silverleaf Plantation
St. Johns County, Florida
 2005-203 February 23, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 19 OF 60 25 FEBRUARY 2008



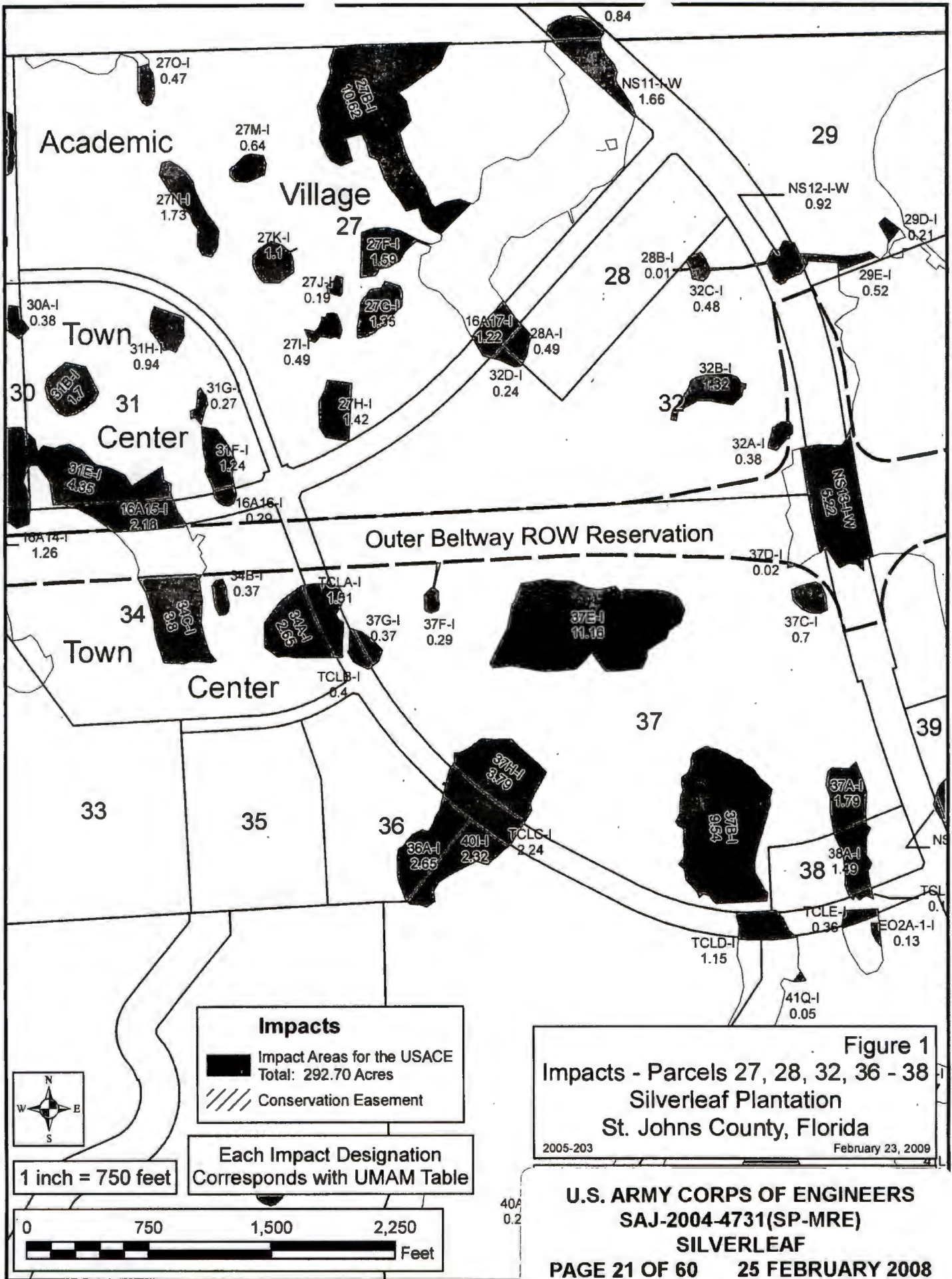
Impacts

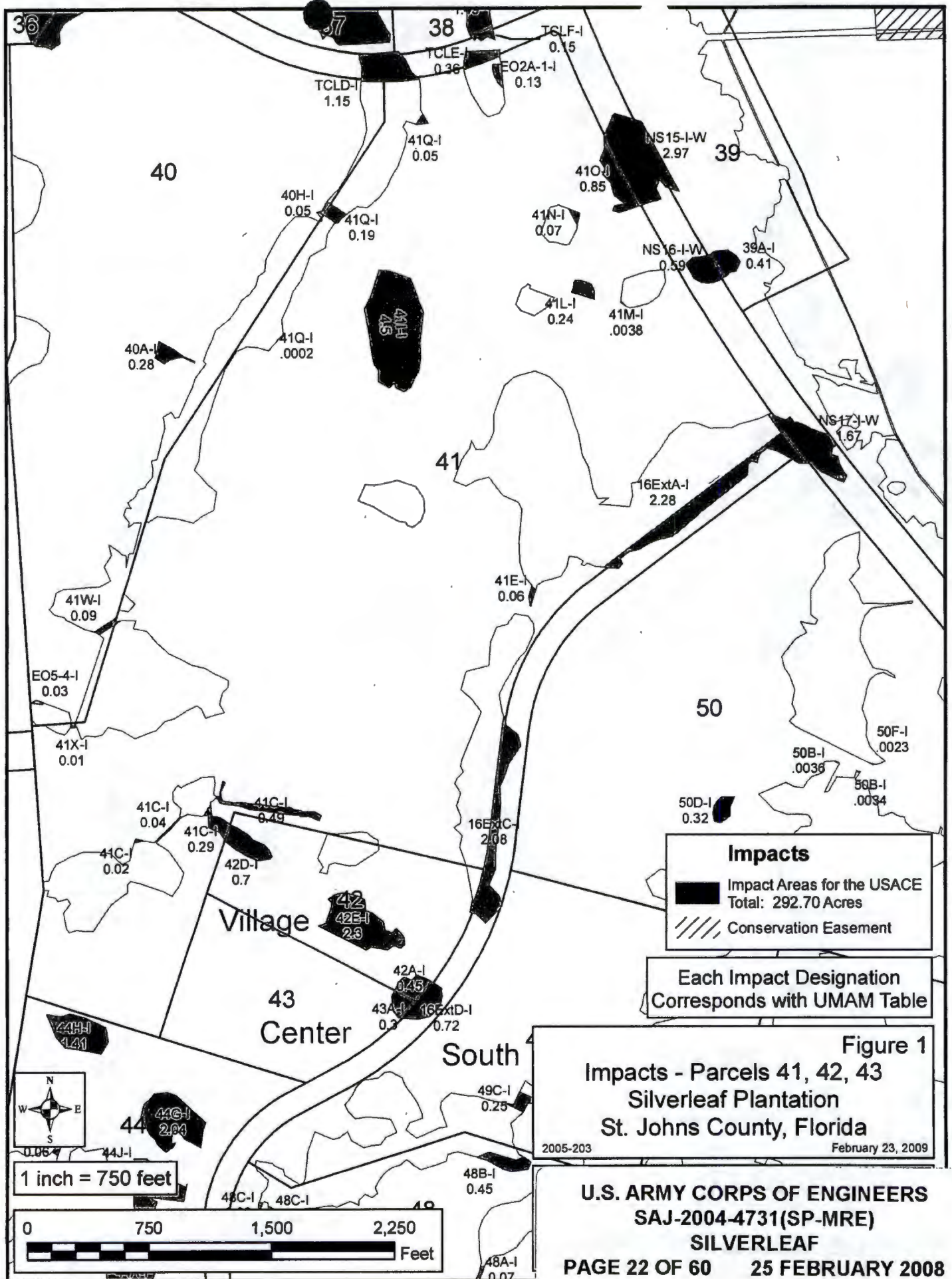
■ Impact Areas for the USACE
Total: 292.70 Acres

▨ Conservation Easement

Each Impact Designation
Corresponds with UMAM Table

Figure 1
Impacts - Parcels 40, EO
Silverleaf Plantation
St. Johns County, Florida
 2005-203 February 23, 2008





36

38

39

40

41

50

43

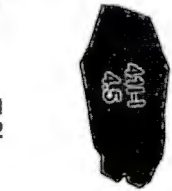
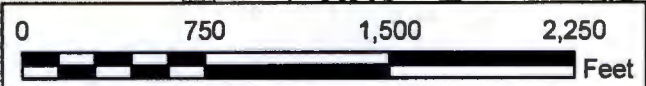
South

Village

Center



1 inch = 750 feet



40A-I
0.28

40H-I
0.05

41Q-I
0.19

41Q-I
0.002

41W-I
0.09

EO5-4-I
0.03

41X-I
0.01

41C-I
0.04

41C-I
0.02

41C-I
0.29

42D-I
0.7

44H-I
1.41

44G-I
2.04

44J-I
0.064

48C-I

48C-I

48B-I
0.45

48A-I
0.07

41N-I
0.07

41L-I
0.24

41M-I
0.0038

41O-I
0.85

41Q-I
0.05

TCLD-I
1.15

TCLE-I
0.36

EO2A-1-I
0.13

TCLF-I
0.15

NS15-I-W
2.97

NS16-I-W
0.59

39A-I
0.41

NS17-I-W
1.67

16ExtA-I
2.28

41E-I
0.06

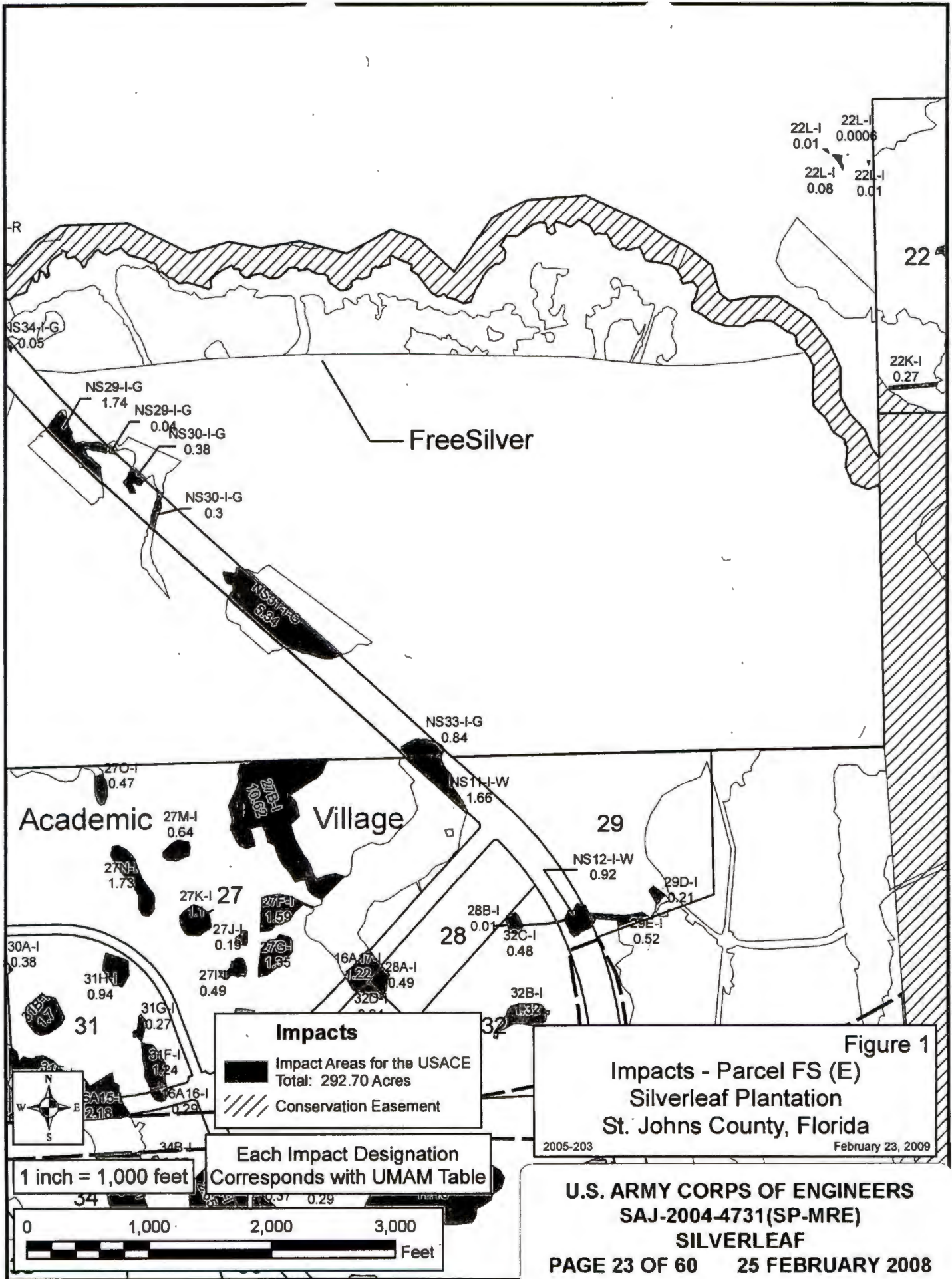
16ExtC
2.08

50D-I
0.32





50B-I
0.0036

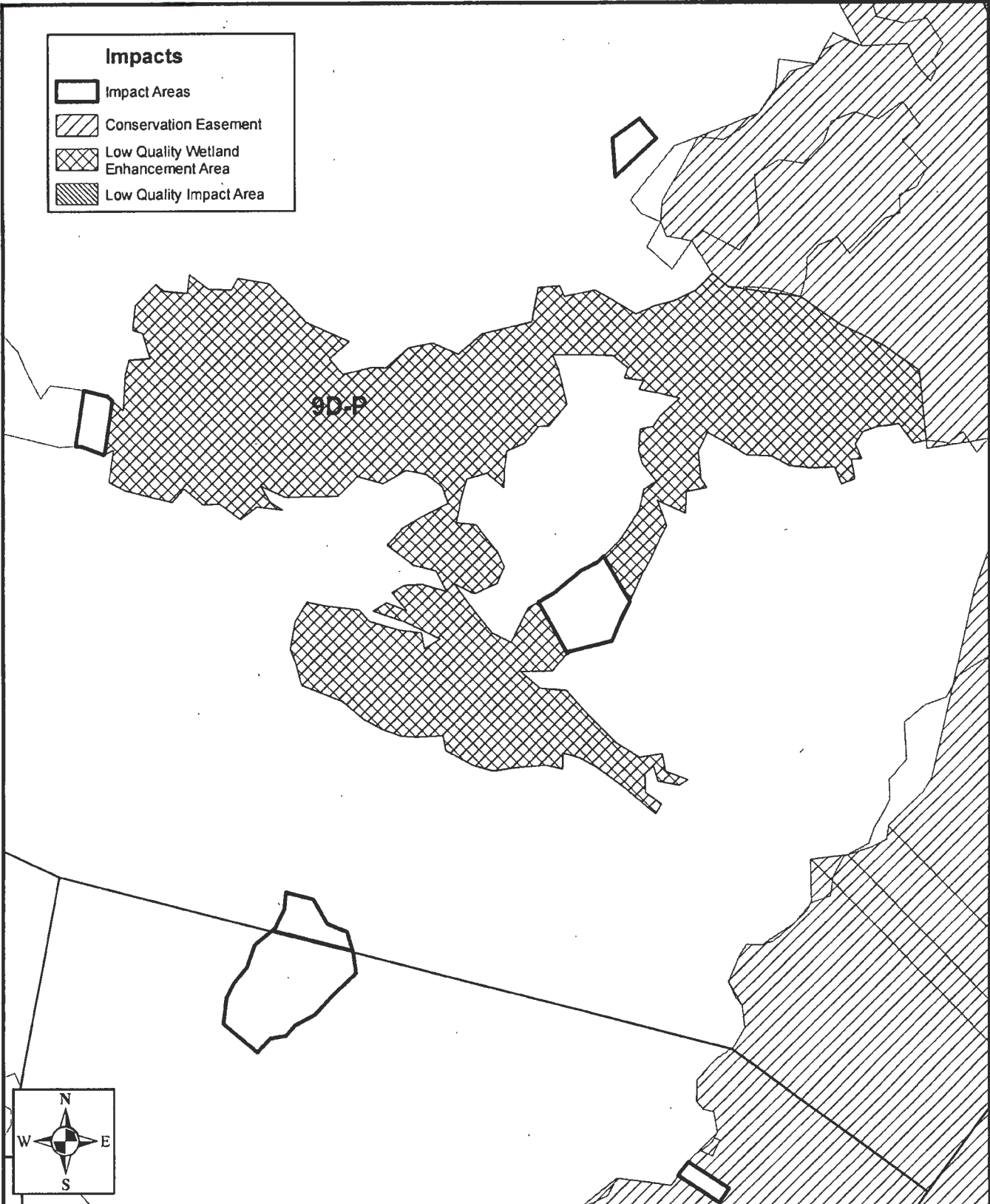
50B-I
0.0034

50F-I
0.0023

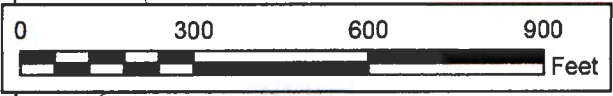


Impacts

-  Impact Areas
-  Conservation Easement
-  Low Quality Wetland Enhancement Area
-  Low Quality Impact Area







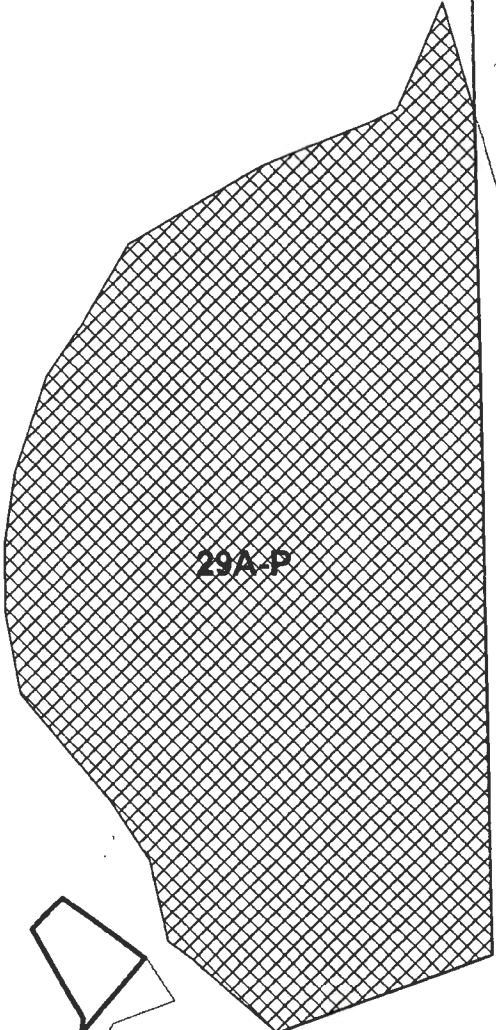
1 inch = 300 feet



U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 24 OF 60 25 FEBRUARY 2008

Impacts

-  Impact Areas
-  Conservation Easement
-  Low Quality Wetland Enhancement Area
-  Low Quality Impact Area







1 inch = 200 feet



U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 25 OF 60 25 FEBRUARY 2008

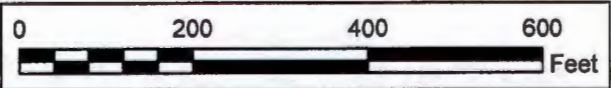


Impacts

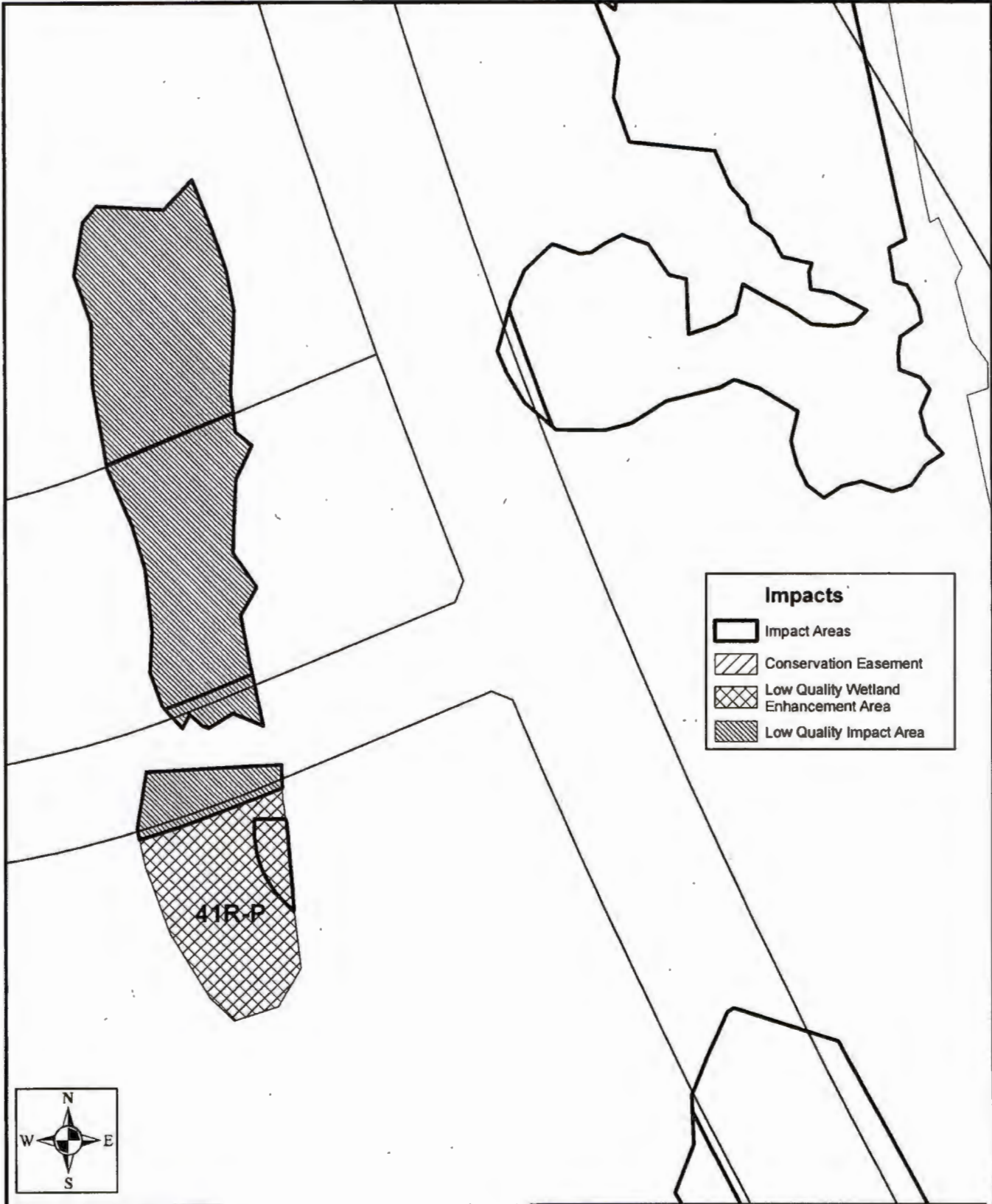
-  Impact Areas
-  Conservation Easement
-  Low Quality Wetland Enhancement Area
-  Low Quality Impact Area





1 inch = 200 feet



U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 26 OF 60 25 FEBRUARY 2008

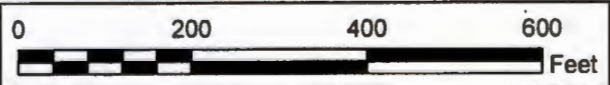


Impacts

-  Impact Areas
-  Conservation Easement
-  Low Quality Wetland Enhancement Area
-  Low Quality Impact Area







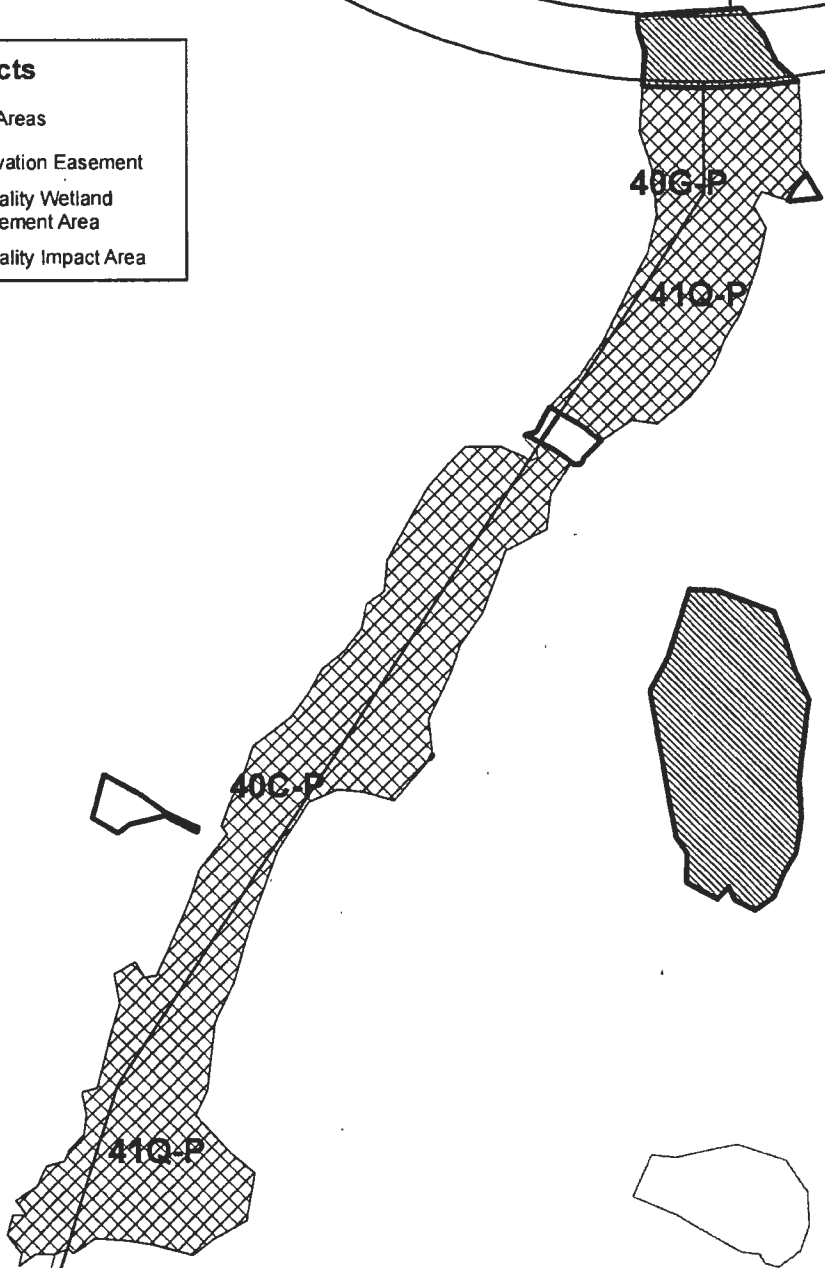
1 inch = 200 feet



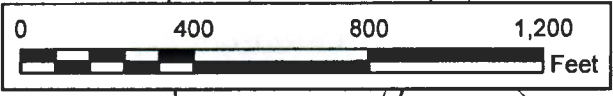
**U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 27 OF 60 25 FEBRUARY 2008**

Impacts

-  Impact Areas
-  Conservation Easement
-  Low Quality Wetland Enhancement Area
-  Low Quality Impact Area





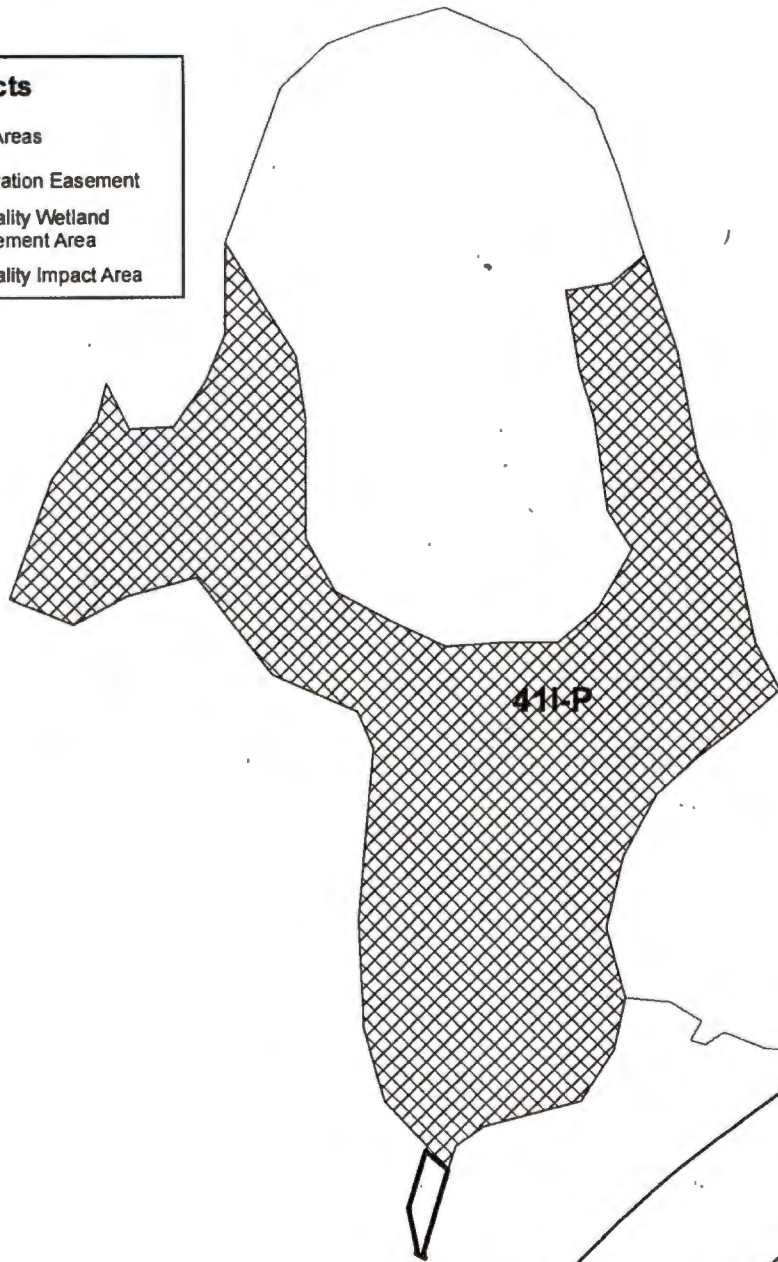
1 inch = 400 feet



U.S. ARMY CORPS OF ENGINEERS
 SAJ-2004-4731(SP-MRE)
 SILVERLEAF
 PAGE 28 OF 60 25 FEBRUARY 2008

Impacts

-  Impact Areas
-  Conservation Easement
-  Low Quality Wetland Enhancement Area
-  Low Quality Impact Area







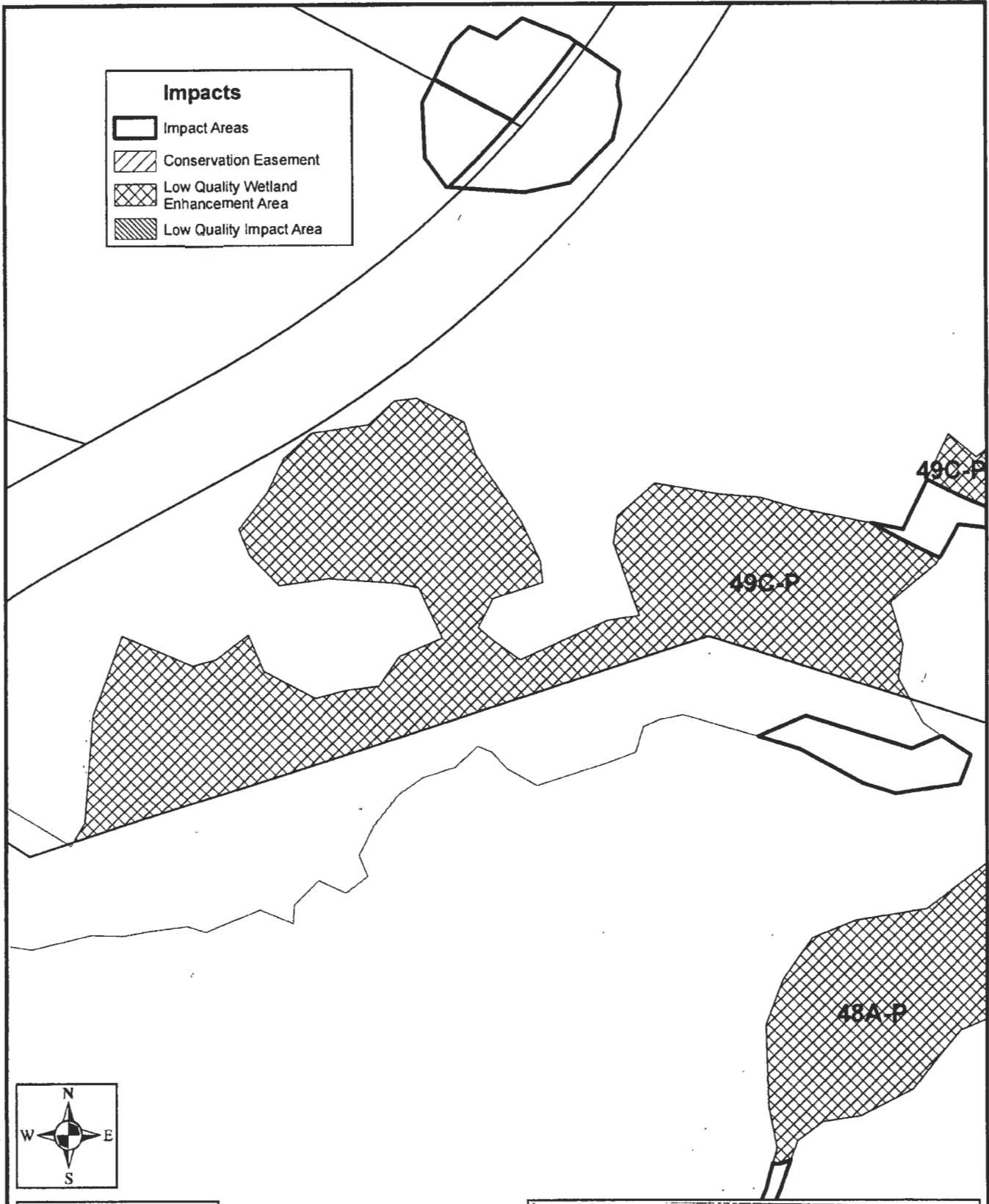
1 inch = 200 feet



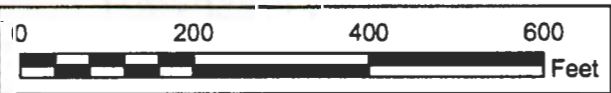
U.S. ARMY CORPS OF ENGINEERS
 SAJ-2004-4731(SP-MRE)
 SILVERLEAF
 PAGE 29 OF 60 25 FEBRUARY 2008

Impacts

-  Impact Areas
-  Conservation Easement
-  Low Quality Wetland Enhancement Area
-  Low Quality Impact Area







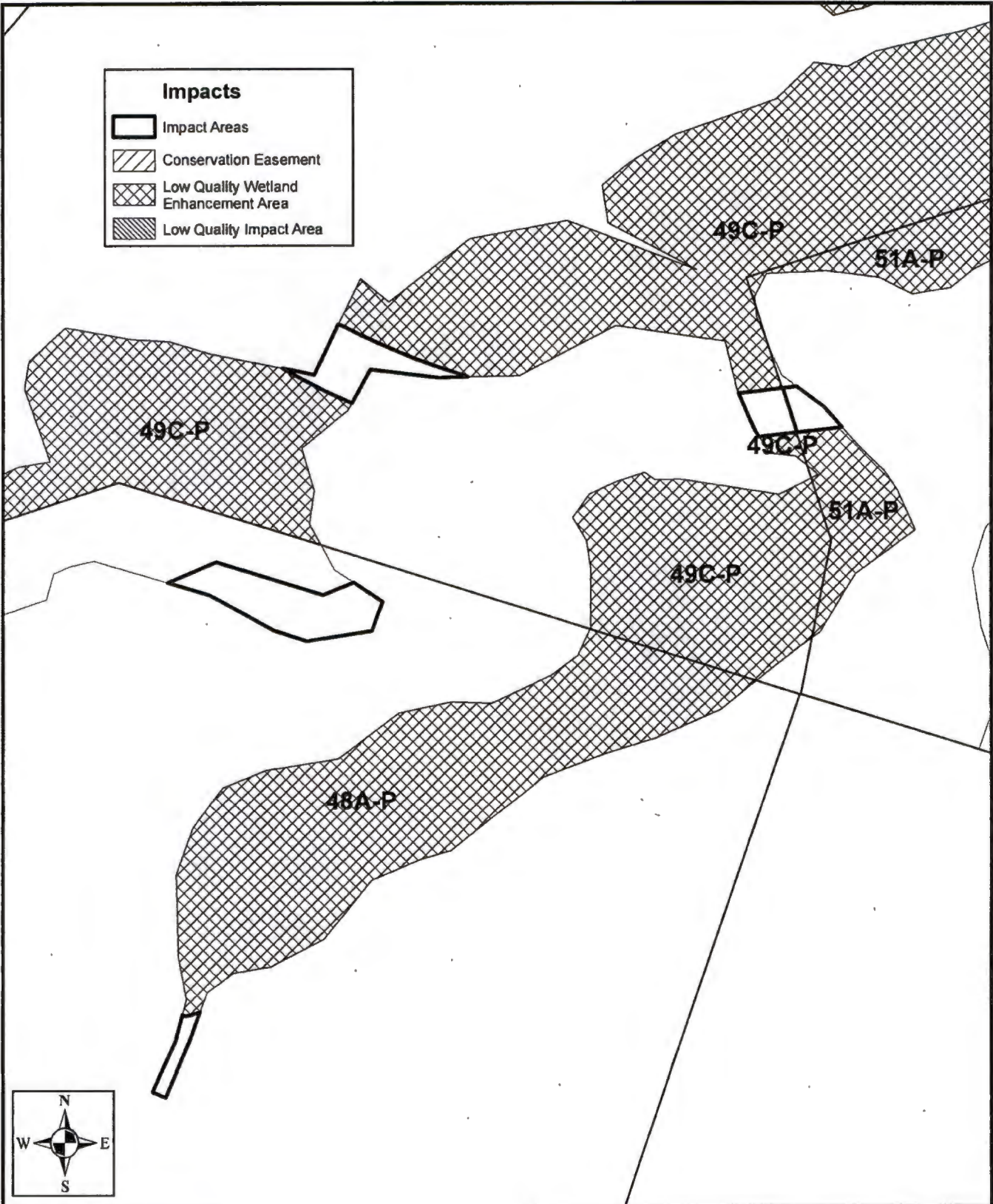
1 inch = 200 feet



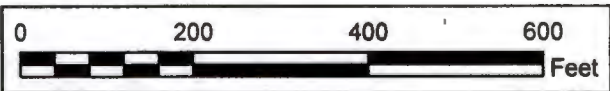
U.S. ARMY CORPS OF ENGINEERS
 SAJ-2004-4731(SP-MRE)
 SILVERLEAF
 PAGE 30 OF 60 25 FEBRUARY 2008

Impacts

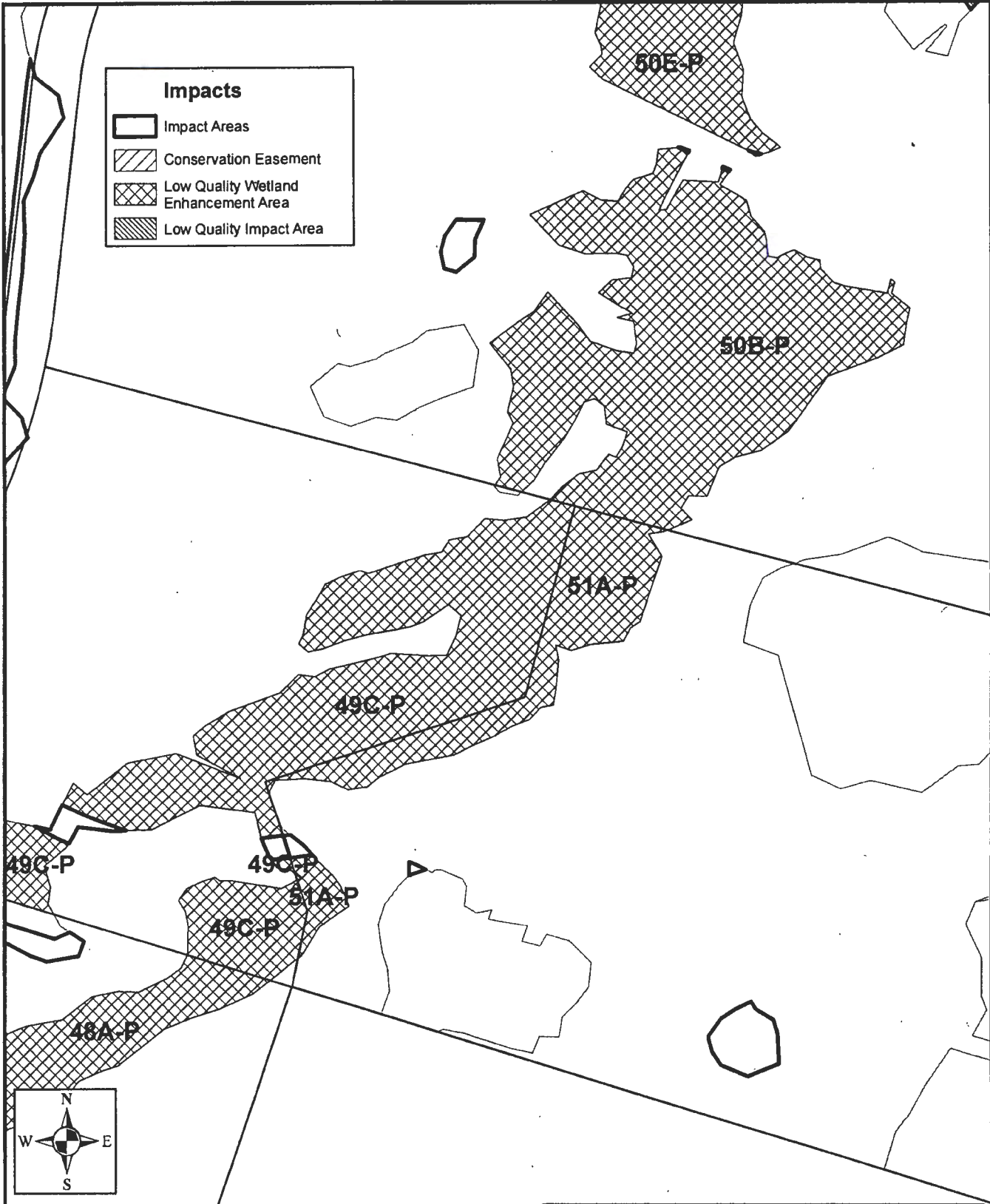
-  Impact Areas
-  Conservation Easement
-  Low Quality Wetland Enhancement Area
-  Low Quality Impact Area







1 inch = 200 feet

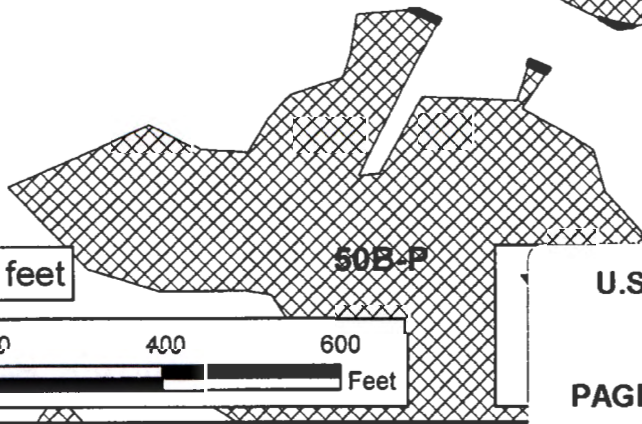
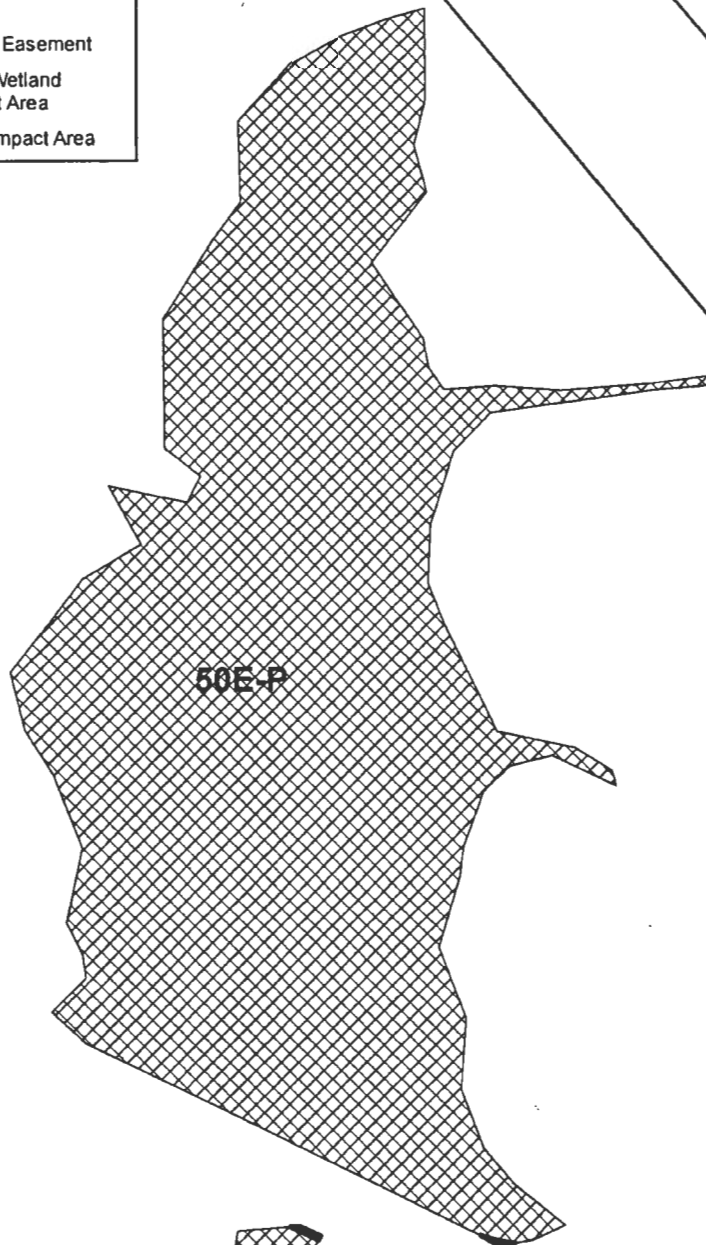


U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 31 OF 60 25 FEBRUARY 2008



Impacts

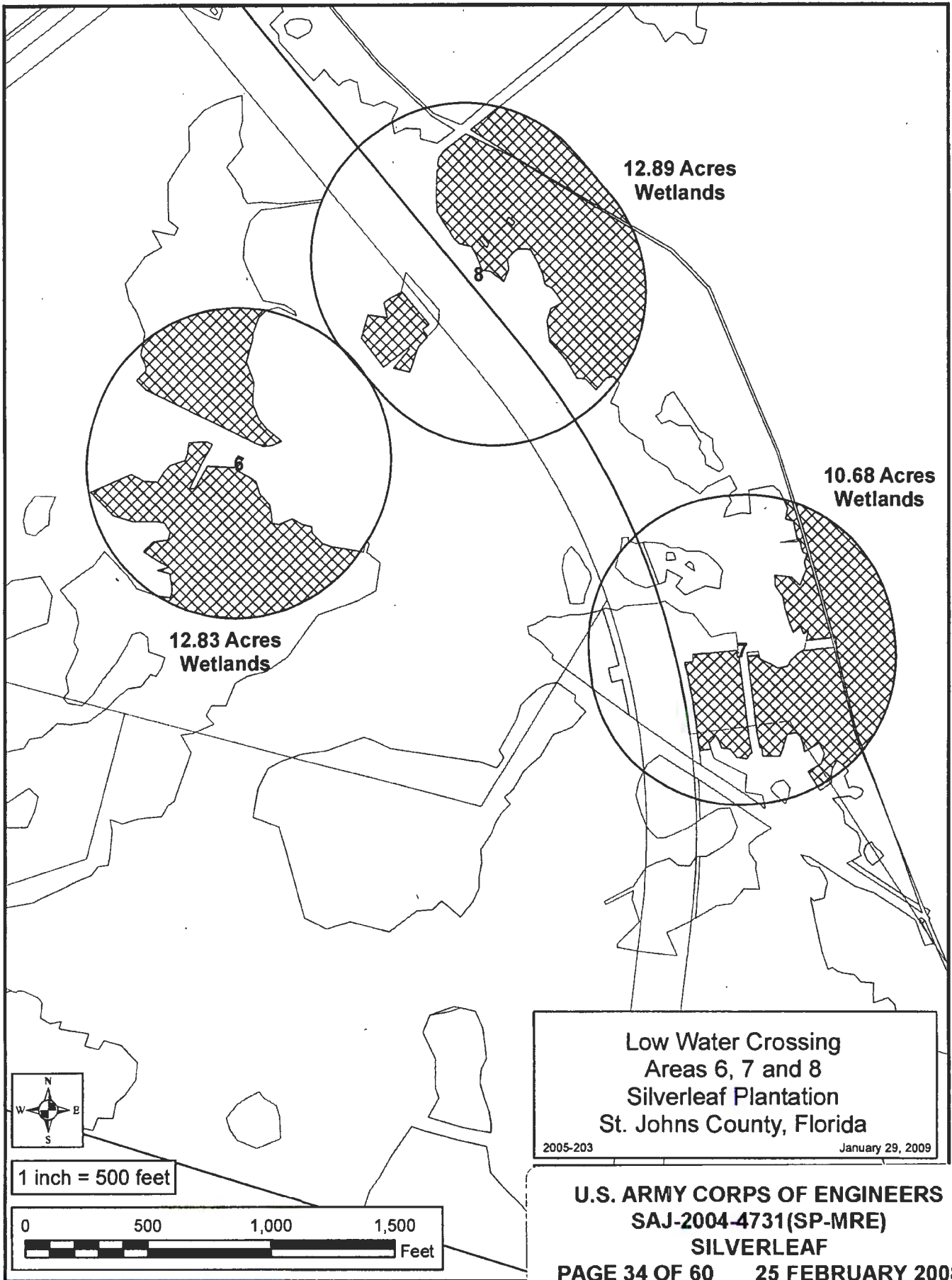
-  Impact Areas
-  Conservation Easement
-  Low Quality Wetland Enhancement Area
-  Low Quality Impact Area



1 inch = 200 feet



U.S. ARMY CORPS OF ENGINEERS
 SAJ-2004-4731(SP-MRE)
 SILVERLEAF
 PAGE 33 OF 60 25 FEBRUARY 2008



**12.89 Acres
Wetlands**

**10.68 Acres
Wetlands**

**12.83 Acres
Wetlands**

**Low Water Crossing
Areas 6, 7 and 8
Silverleaf Plantation
St. Johns County, Florida**

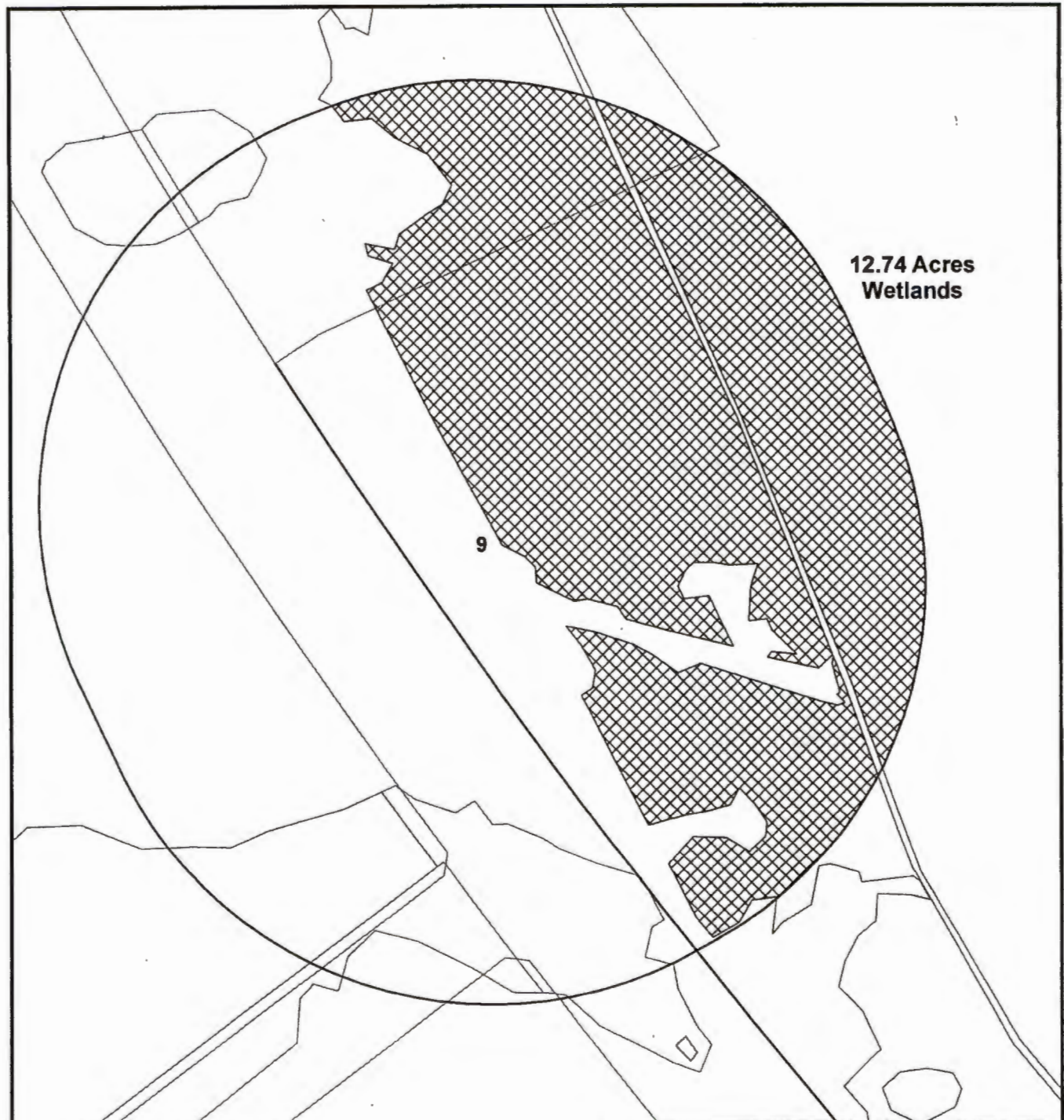
2005-203

January 29, 2009

1 inch = 500 feet



**U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 34 OF 60 25 FEBRUARY 2008**

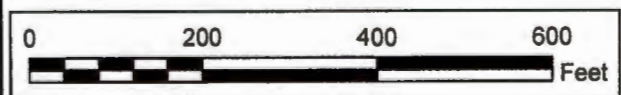


12.74 Acres
Wetlands

9

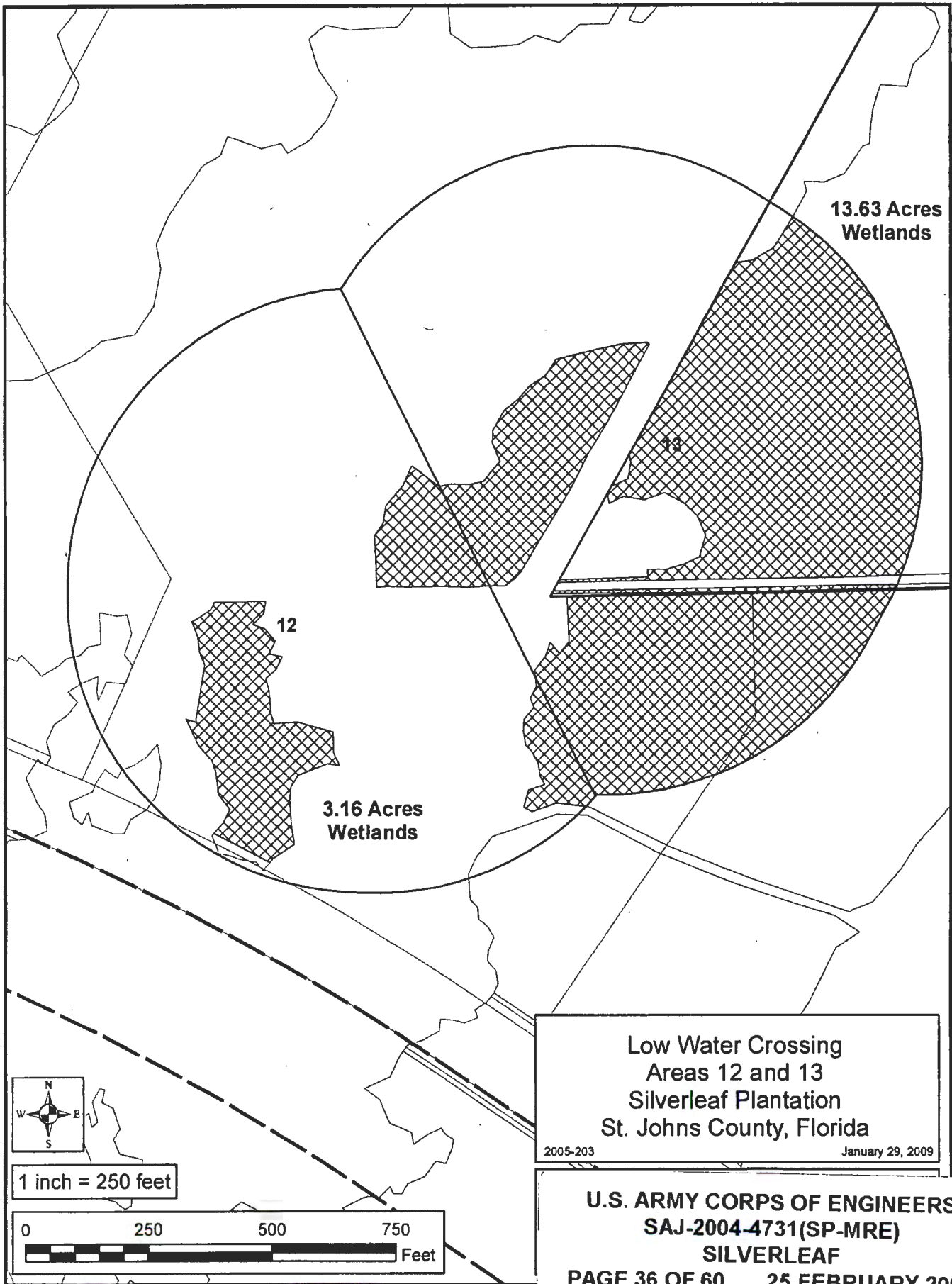


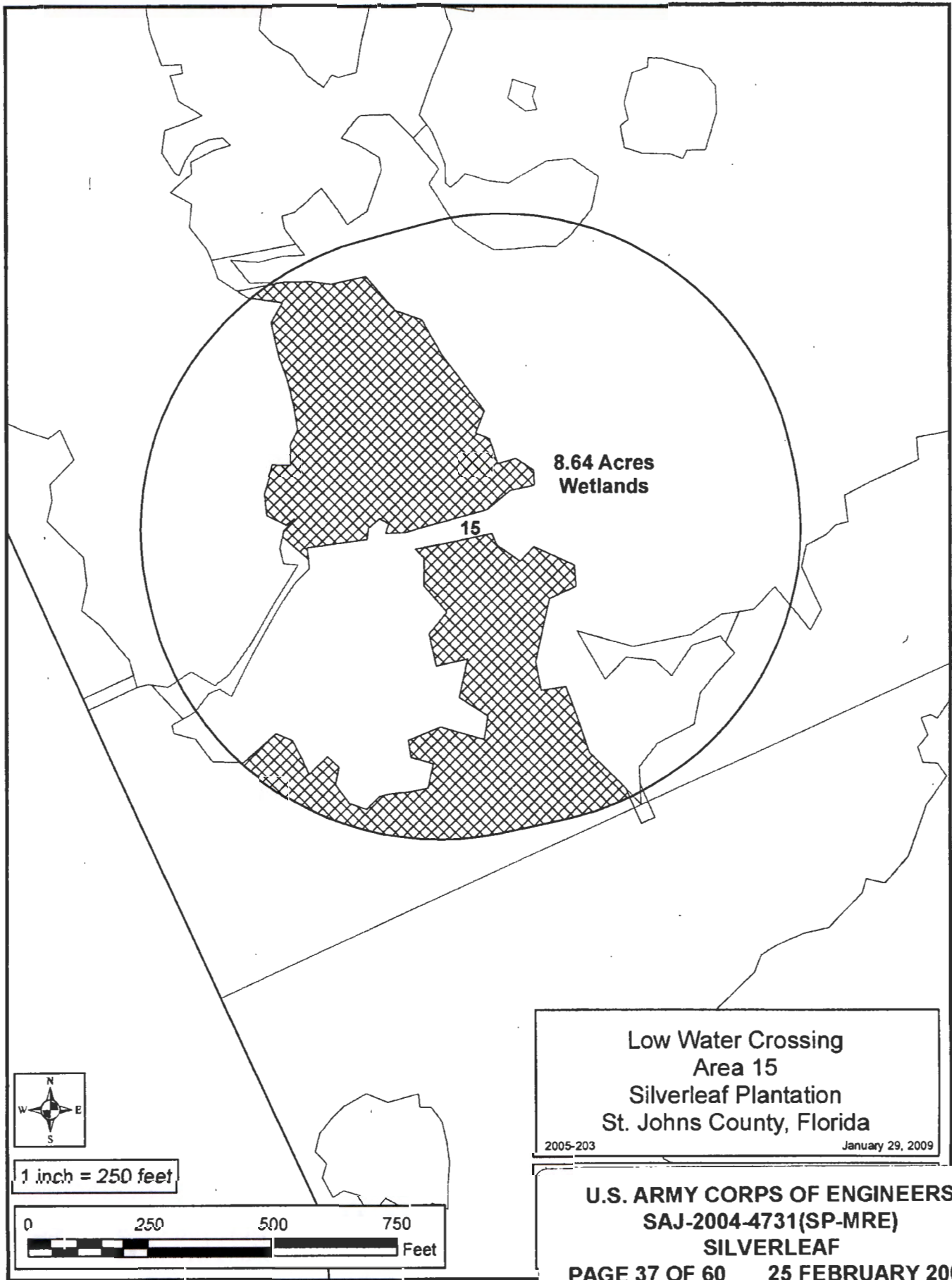
1 inch = 200 feet



Low Water Crossing
Area 9
Silverleaf Plantation
St. Johns County, Florida
2005-203 January 29, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 35 OF 60 25 FEBRUARY 2008



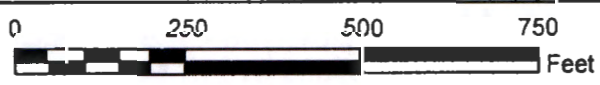


**8.64 Acres
Wetlands**

15



1 inch = 250 feet



**Low Water Crossing
Area 15
Silverleaf Plantation
St. Johns County, Florida**

2005-203

January 29, 2009

**U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 37 OF 60 25 FEBRUARY 2008**



**11.33 Acres
Wetlands**

16



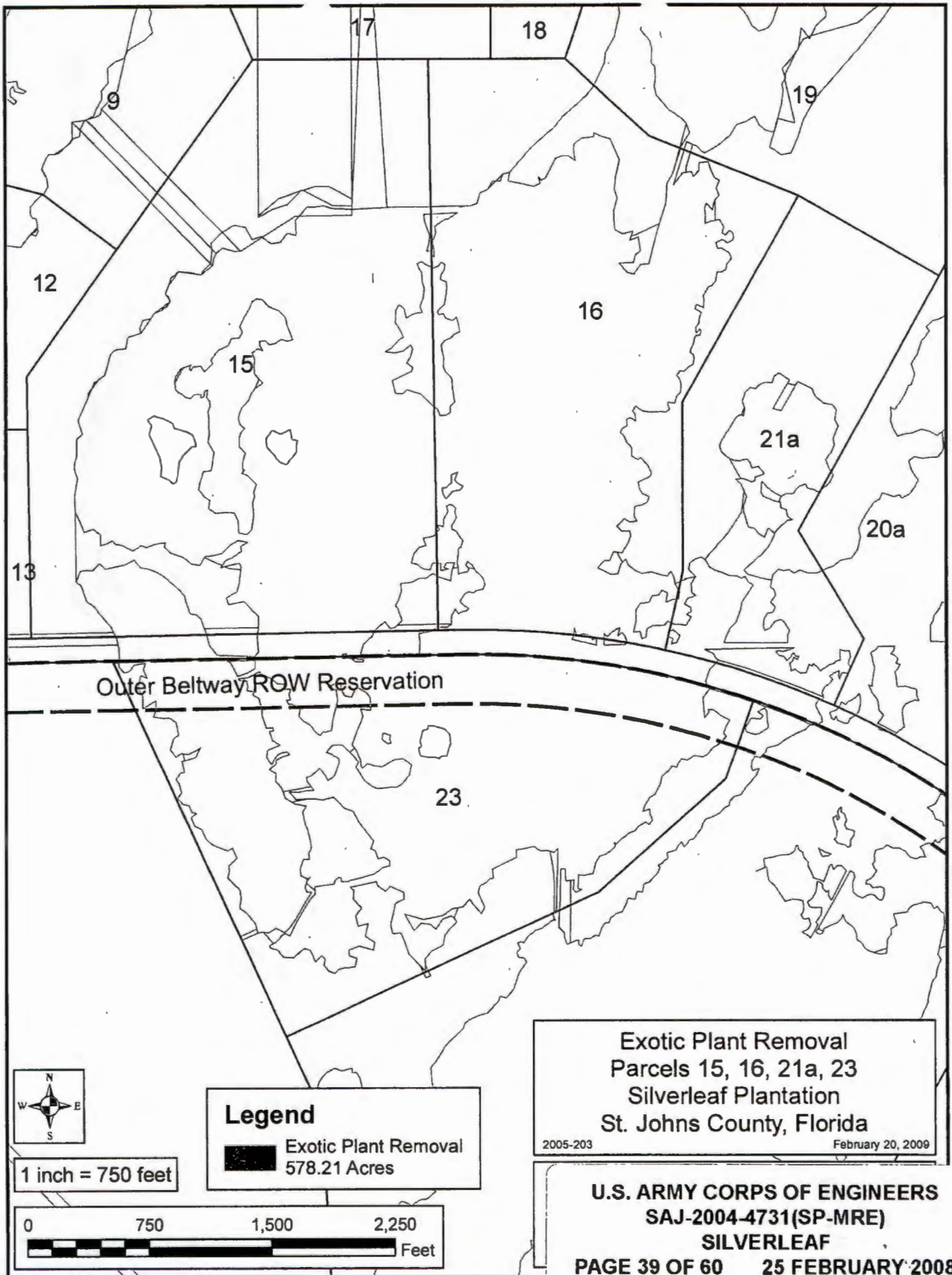
1 inch = 200 feet



**Low Water Crossing
Area 16
Silverleaf Plantation
St. Johns County, Florida**


2005-203 January 29, 2009

**U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 38 OF 60 25 FEBRUARY 2008**



Outer Beltway ROW Reservation

Legend

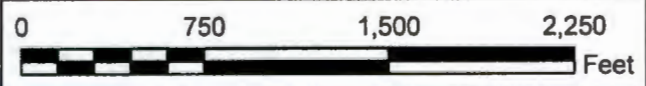
 Exotic Plant Removal
578.21 Acres

Exotic Plant Removal
Parcels 15, 16, 21a, 23
Silverleaf Plantation
St. Johns County, Florida

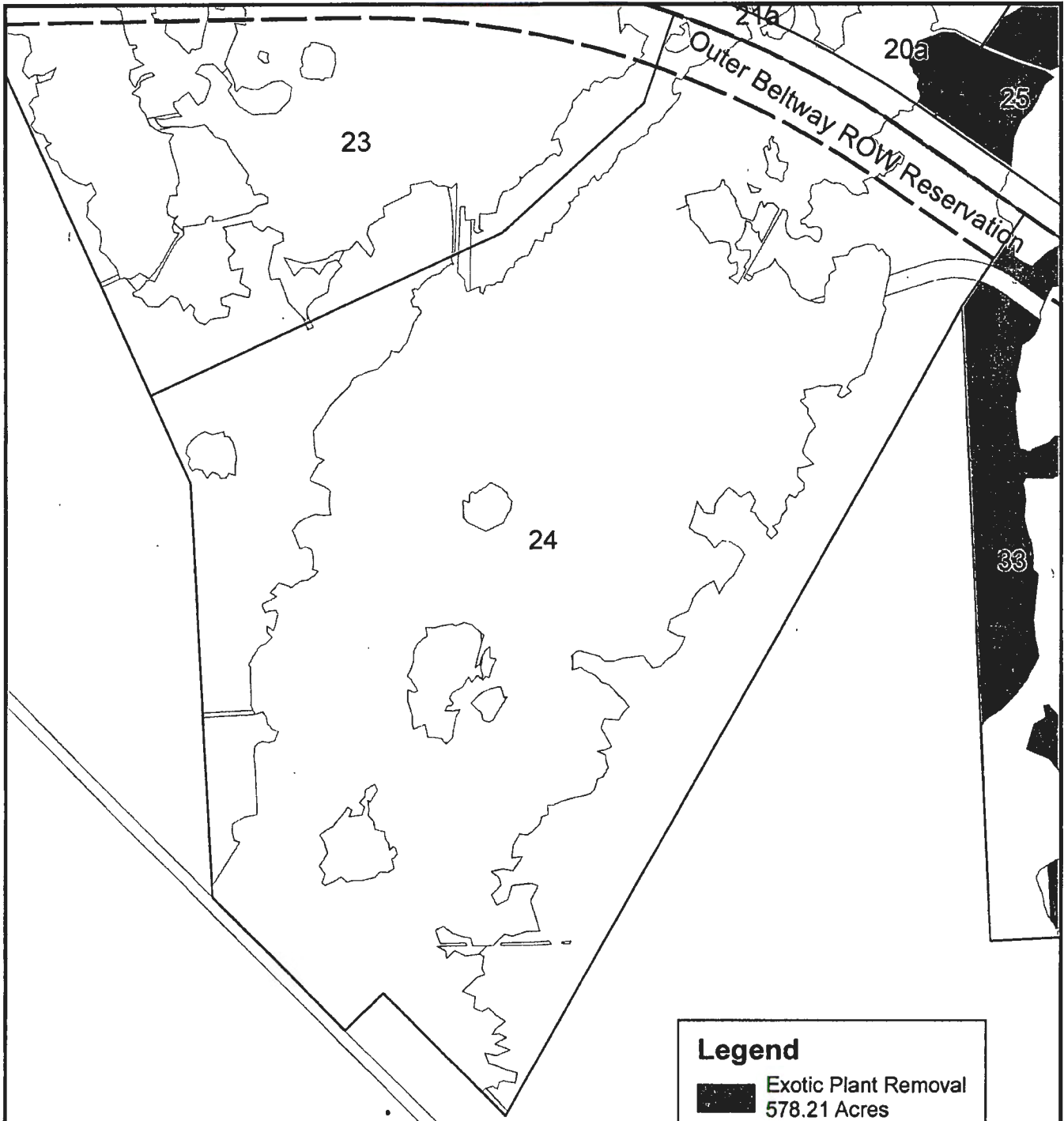
2005-203

February 20, 2009

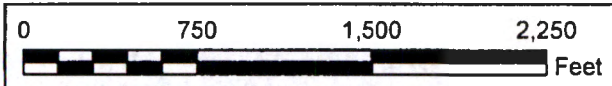
1 inch = 750 feet




U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 39 OF 60 25 FEBRUARY 2008



1 inch = 750 feet



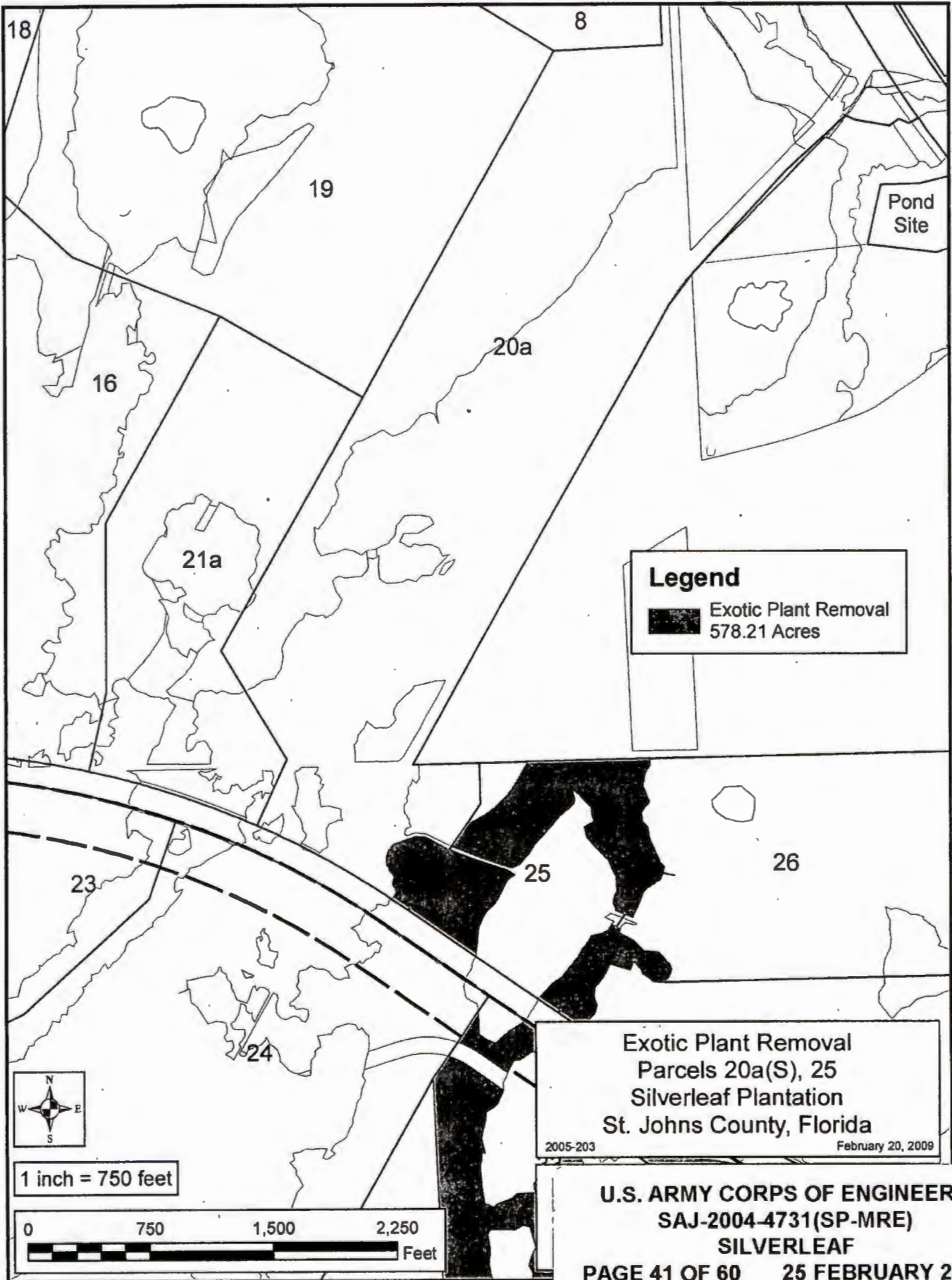
Legend

 Exotic Plant Removal
578.21 Acres

Exotic Plant Removal
Parcel 24
Silverleaf Plantation
St. Johns County, Florida

2005-203 February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 40 OF 60 25 FEBRUARY 2008



Legend

 Exotic Plant Removal
578.21 Acres

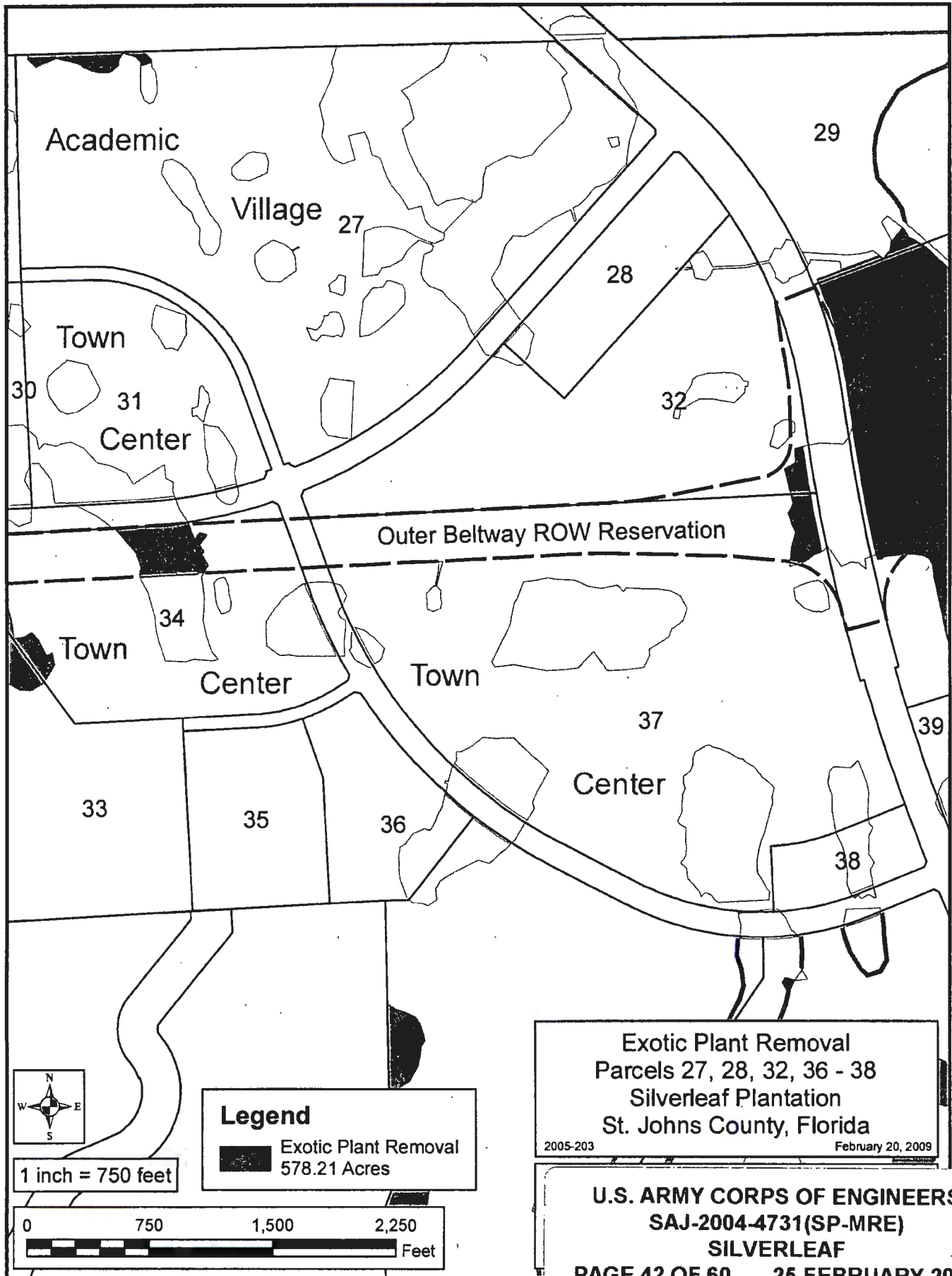
Exotic Plant Removal
Parcels 20a(S), 25
Silverleaf Plantation
St. Johns County, Florida

2005-203

February 20, 2009

1 inch = 750 feet





Academic

Village

29

27

28

Town

30

31

Center

32

Outer Beltway ROW Reservation

34

Town

Center

Town

37

39

Center

33

35

36

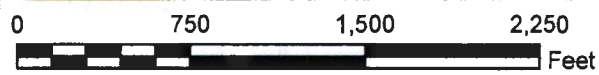
38



Legend

 Exotic Plant Removal
578.21 Acres

1 inch = 750 feet

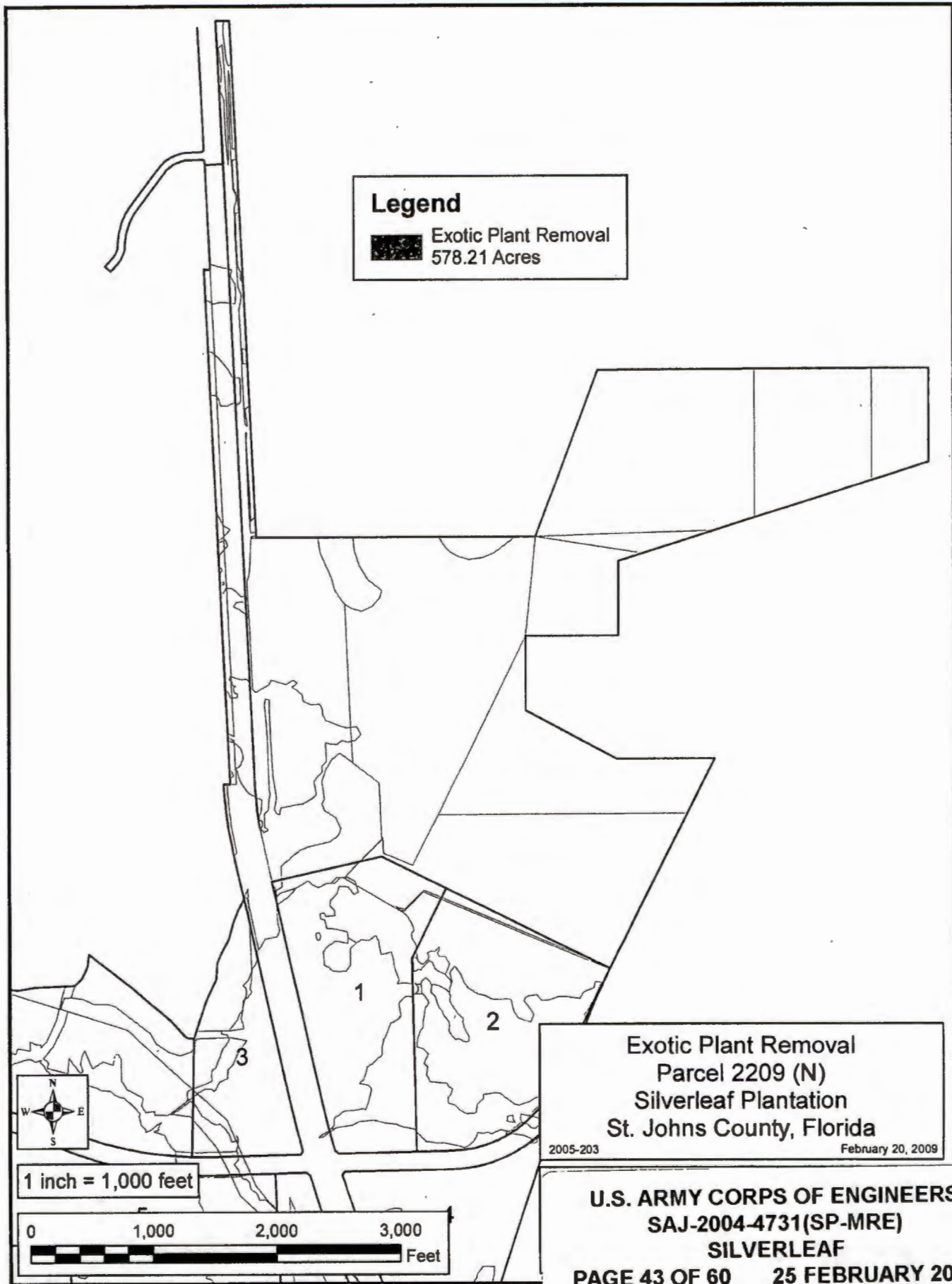


Exotic Plant Removal
Parcels 27, 28, 32, 36 - 38
Silverleaf Plantation
St. Johns County, Florida

2005-203

February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 42 OF 60 25 FEBRUARY 2008

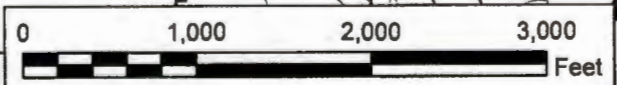


Legend
Exotic Plant Removal
578.21 Acres

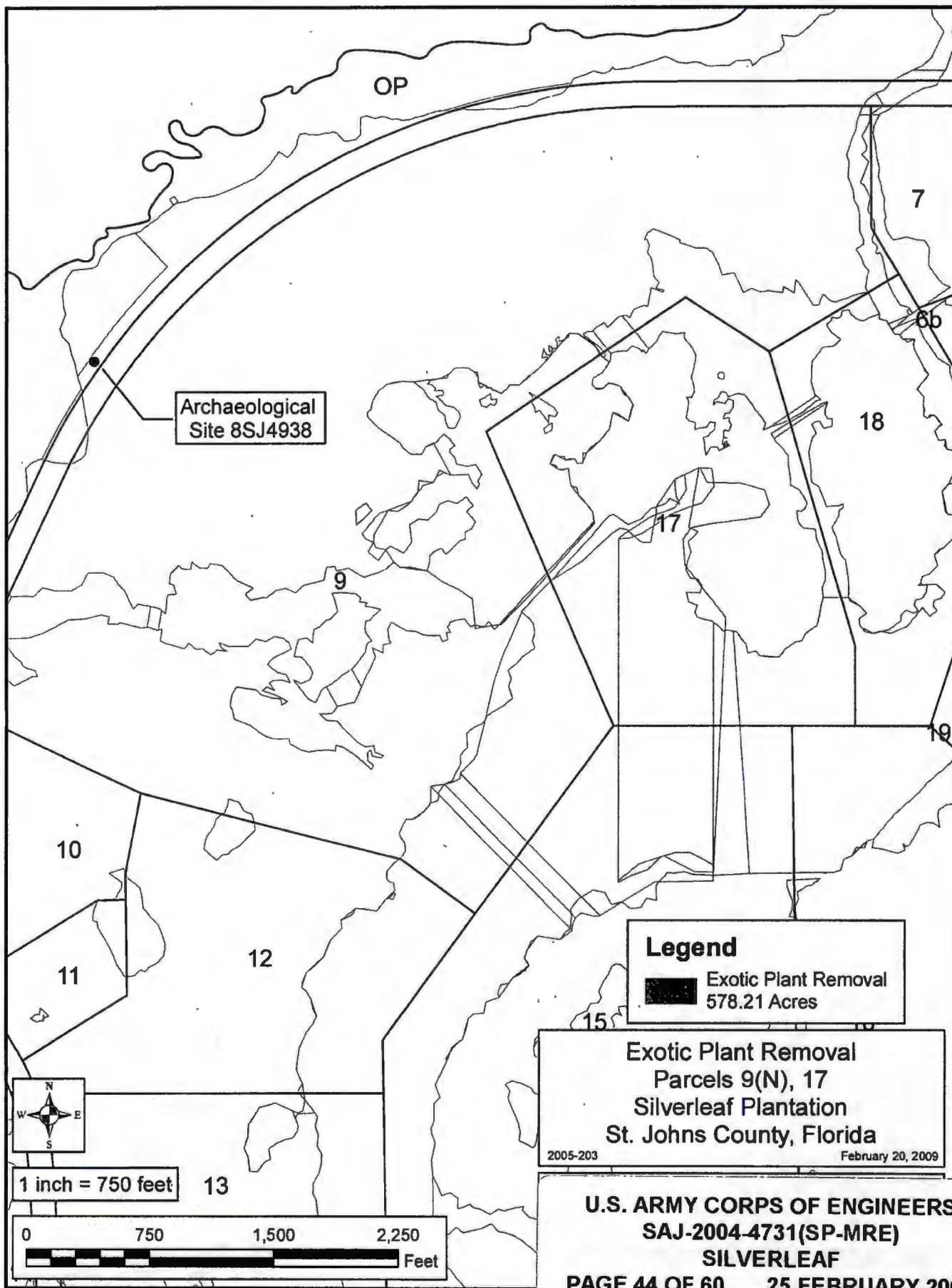
Exotic Plant Removal
Parcel 2209 (N)
Silverleaf Plantation
St. Johns County, Florida
2005-203 February 20, 2009

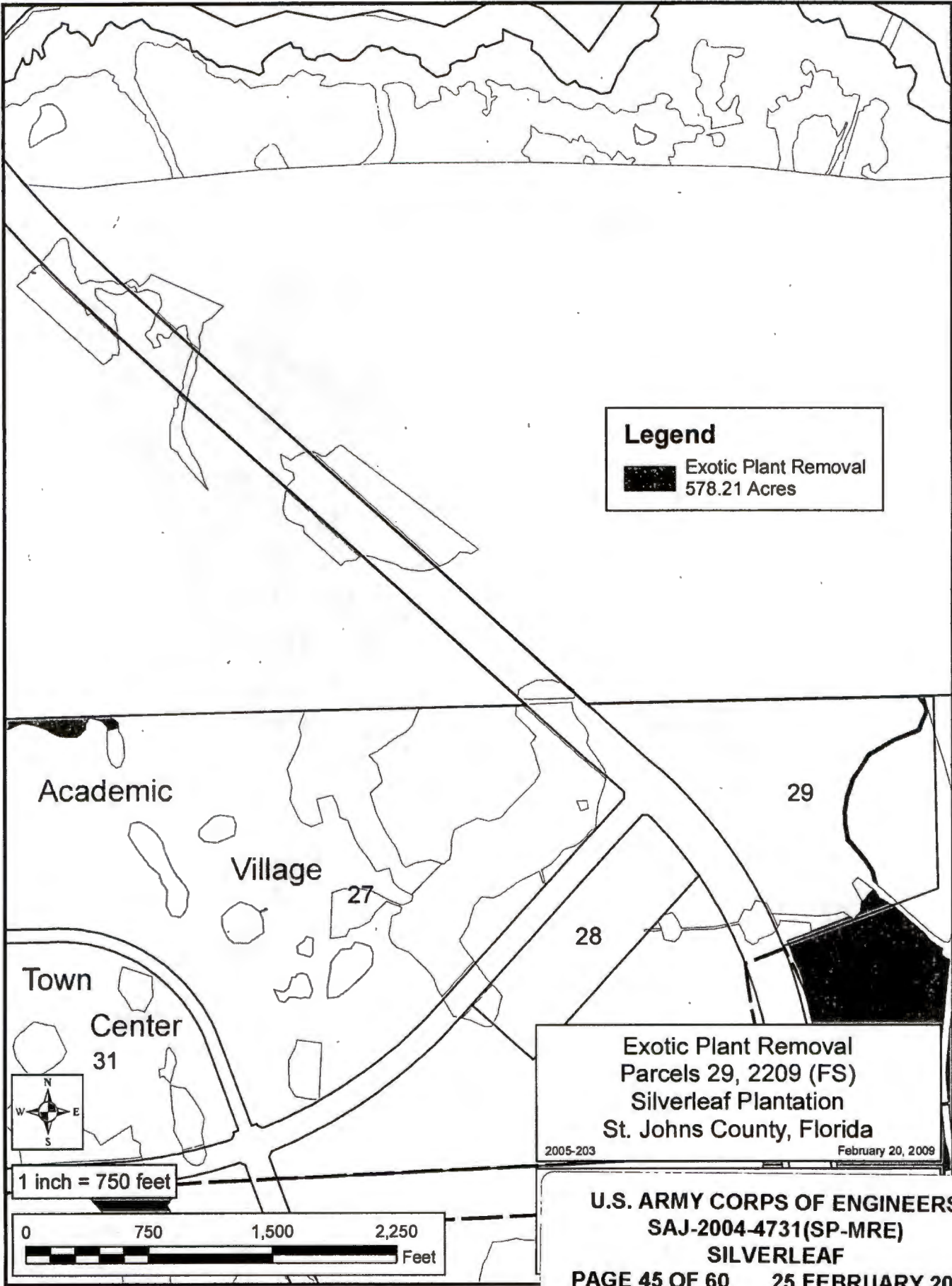


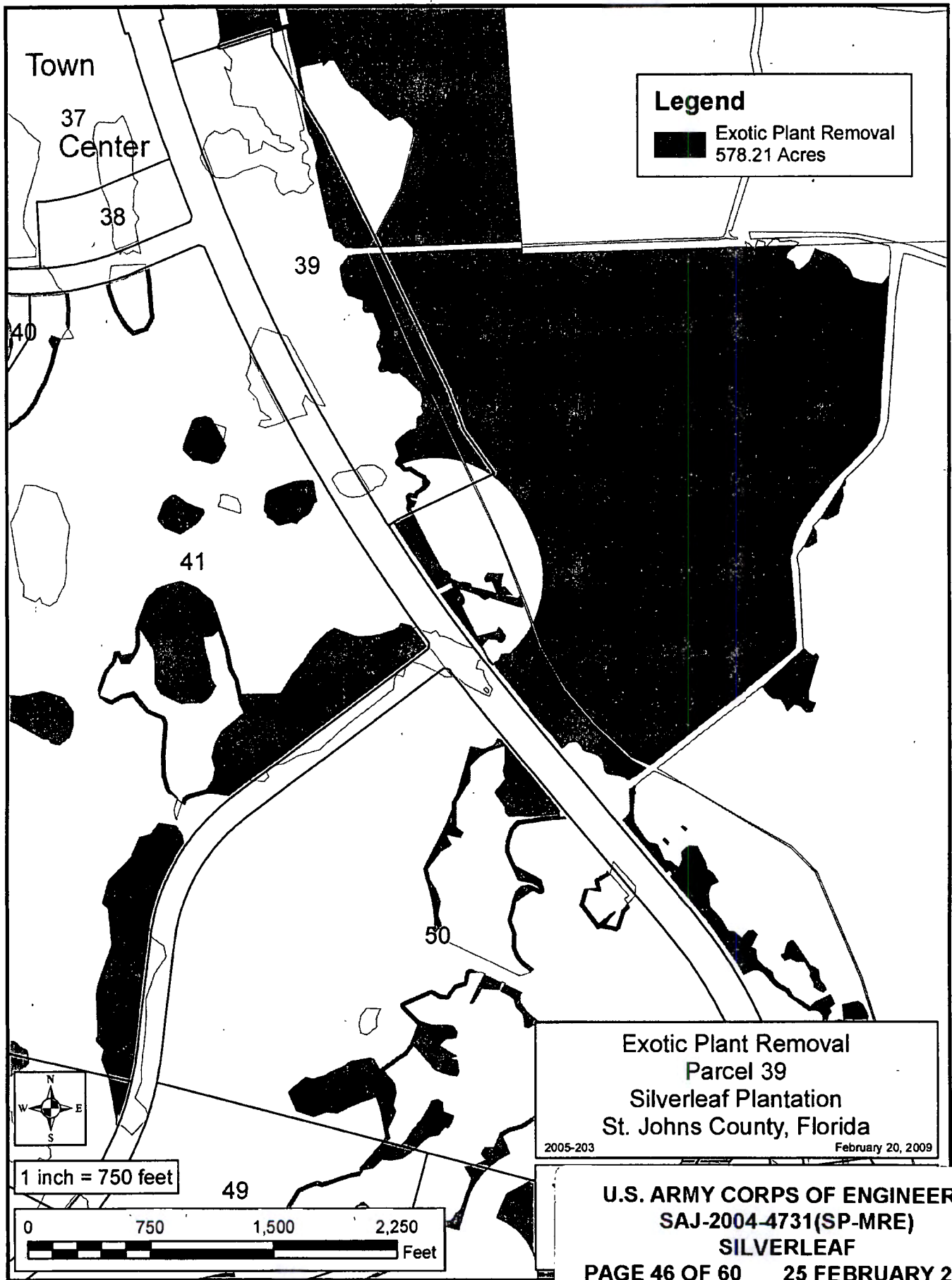
1 inch = 1,000 feet

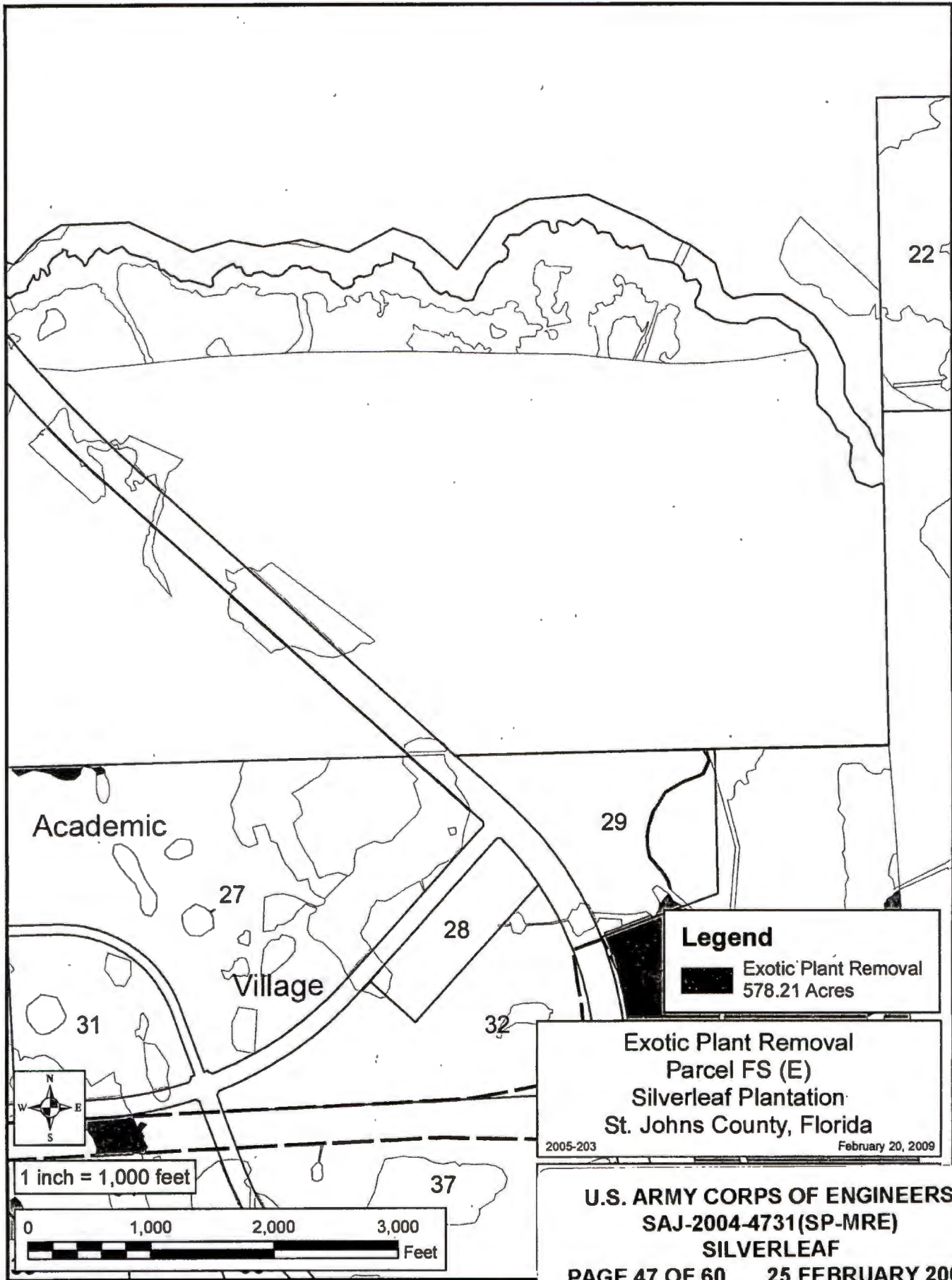


U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 43 OF 60 25 FEBRUARY 2008









Legend

 Exotic Plant Removal
578.21 Acres

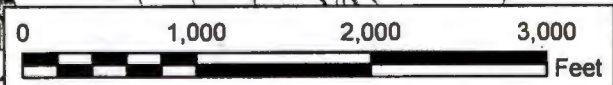
Exotic Plant Removal
Parcel FS (E)
Silverleaf Plantation
St. Johns County, Florida

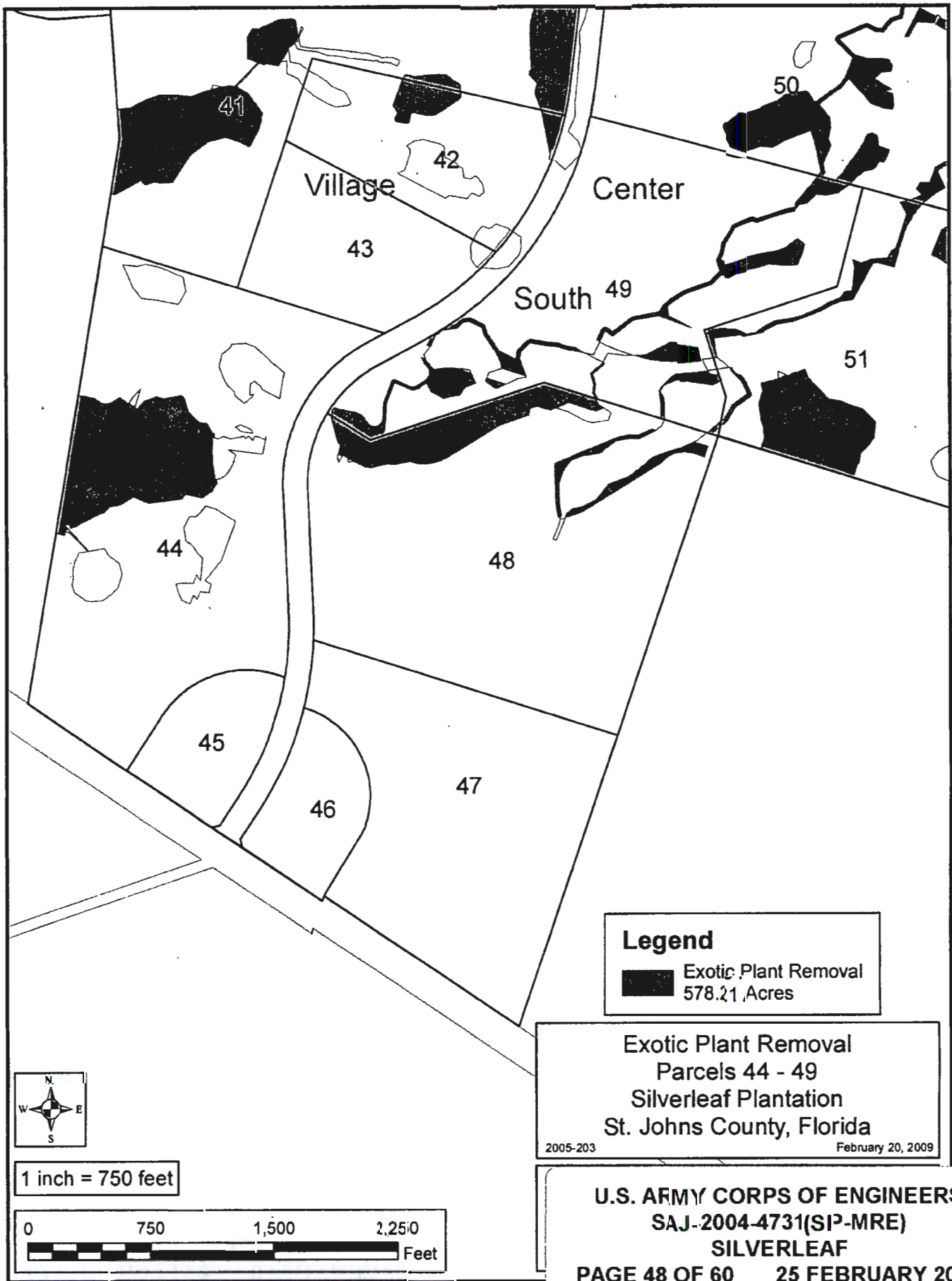
2005-203 February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 47 OF 60 25 FEBRUARY 2008




1 inch = 1,000 feet





Legend

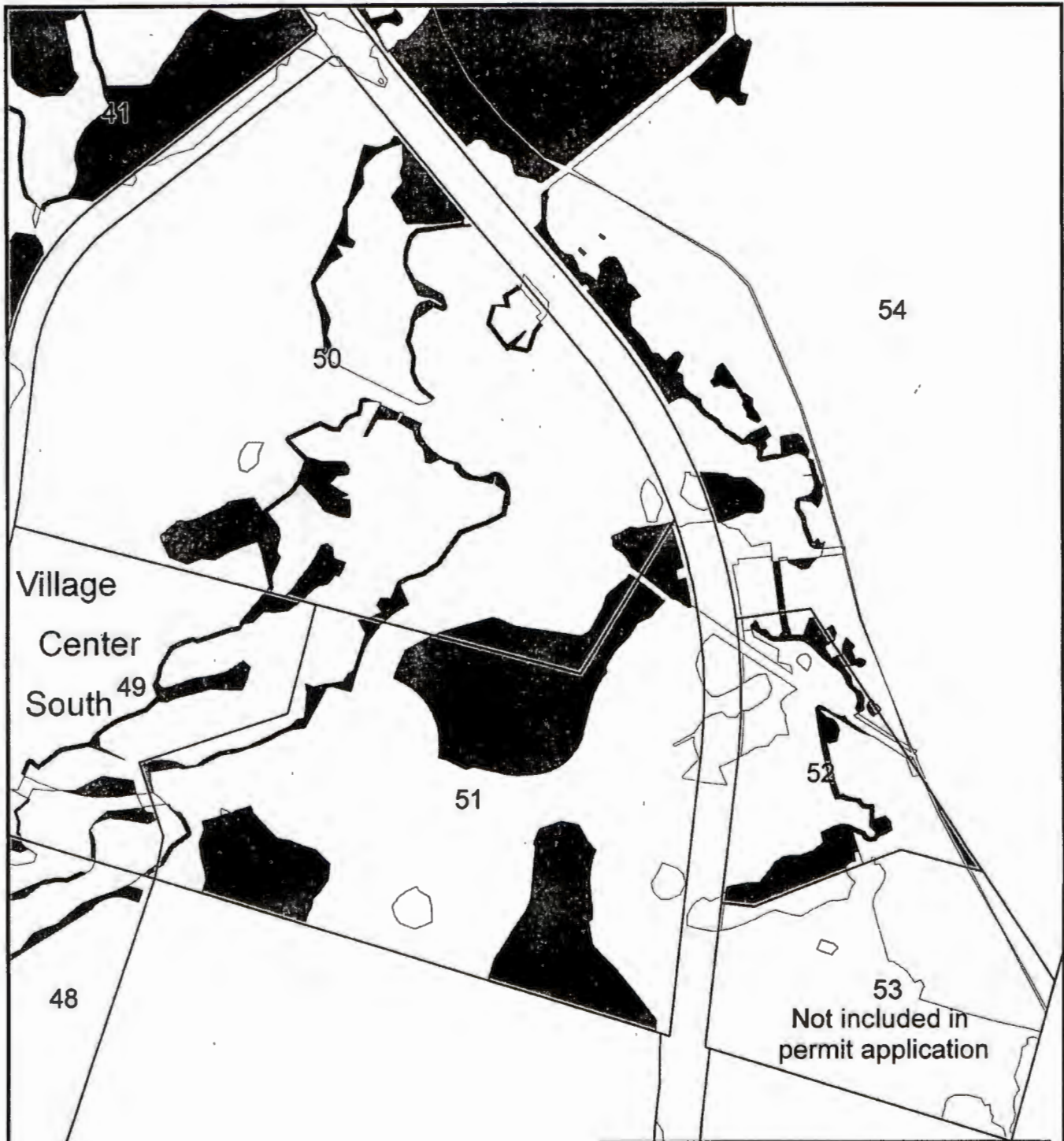
 Exotic Plant Removal
 578.21 Acres

Exotic Plant Removal
 Parcels 44 - 49
 Silverleaf Plantation
 St. Johns County, Florida

2005-203

February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
 SAJ-2004-4731(SIP-MRE)
 SILVERLEAF



Village
Center
South 49

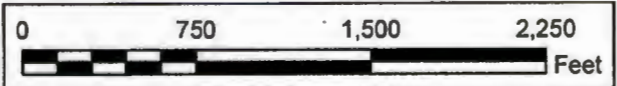
53
Not included in
permit application



Legend

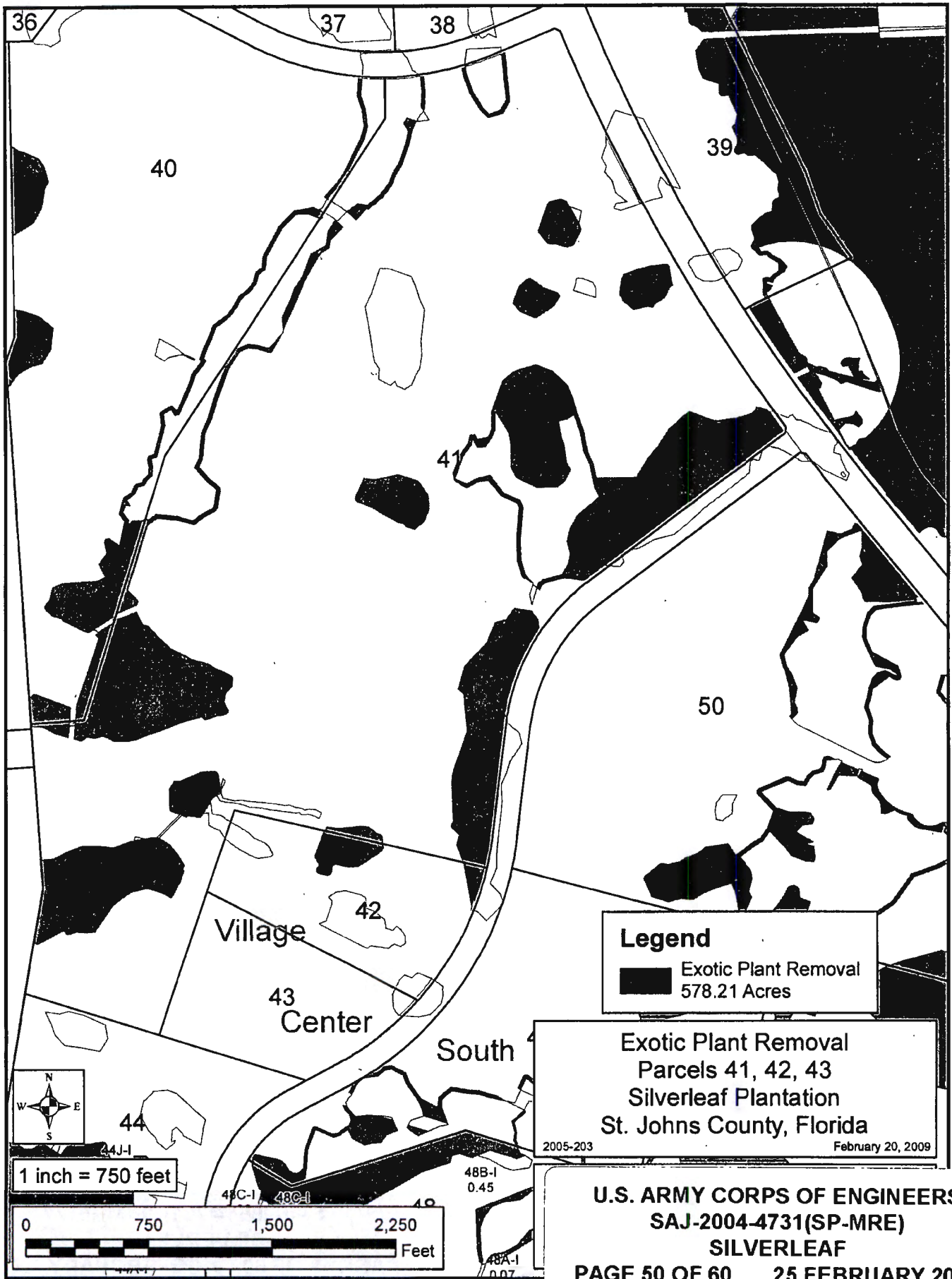
 Exotic Plant Removal
578.21 Acres

1 inch = 750 feet



Exotic Plant Removal
Parcels 50 - 53
Silverleaf Plantation
St. Johns County, Florida
2005-203 February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 49 OF 60 25 FEBRUARY 2008



Legend

Exotic Plant Removal
578.21 Acres

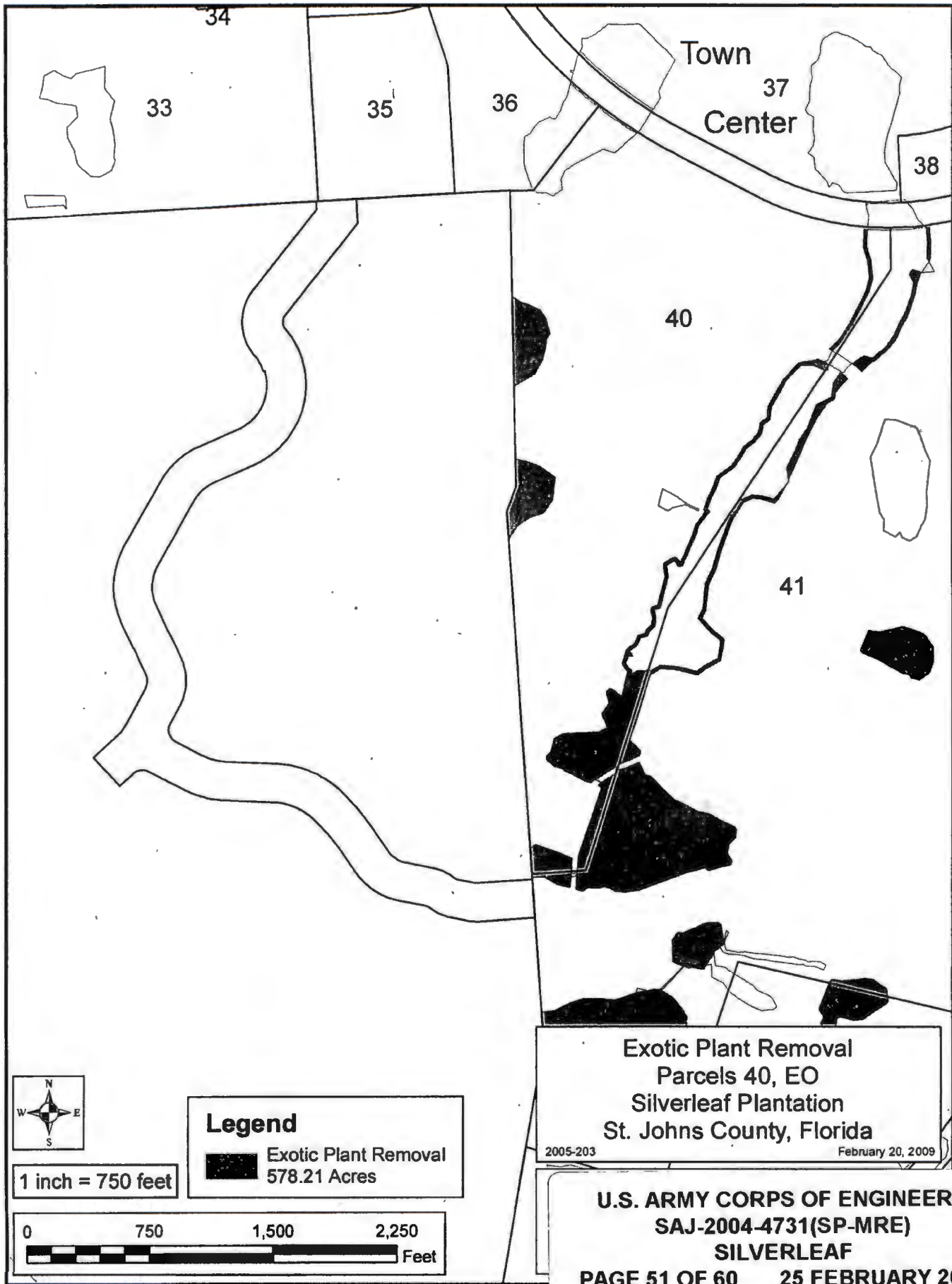
Exotic Plant Removal
Parcels 41, 42, 43
Silverleaf Plantation
St. Johns County, Florida

2005-203

February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF

PAGE 50 OF 60 25 FEBRUARY 2008



Legend

 Exotic Plant Removal
578.21 Acres

1 inch = 750 feet

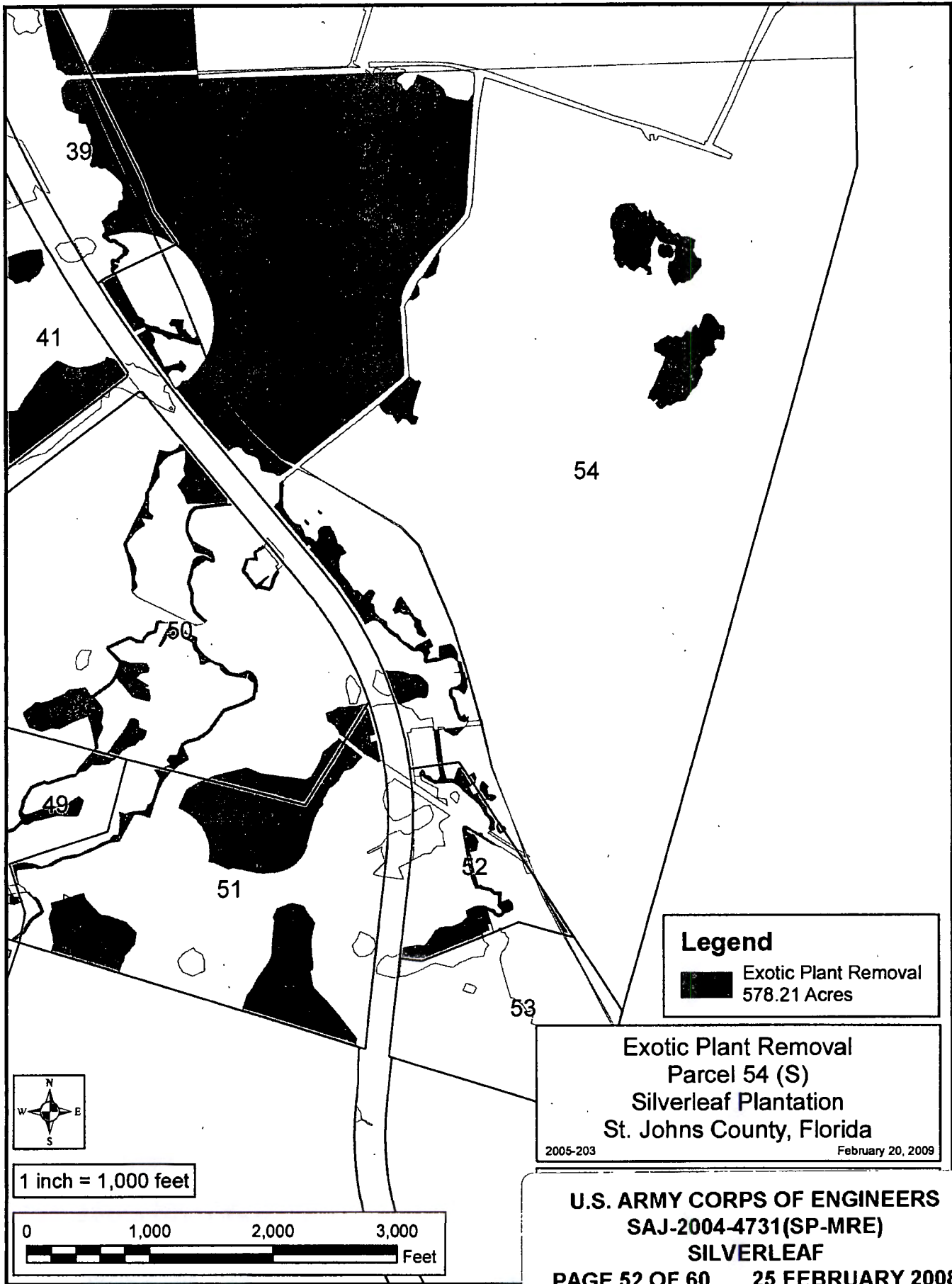


Exotic Plant Removal
Parcels 40, EO
Silverleaf Plantation
St. Johns County, Florida


2005-203

February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 51 OF 60 25 FEBRUARY 2008



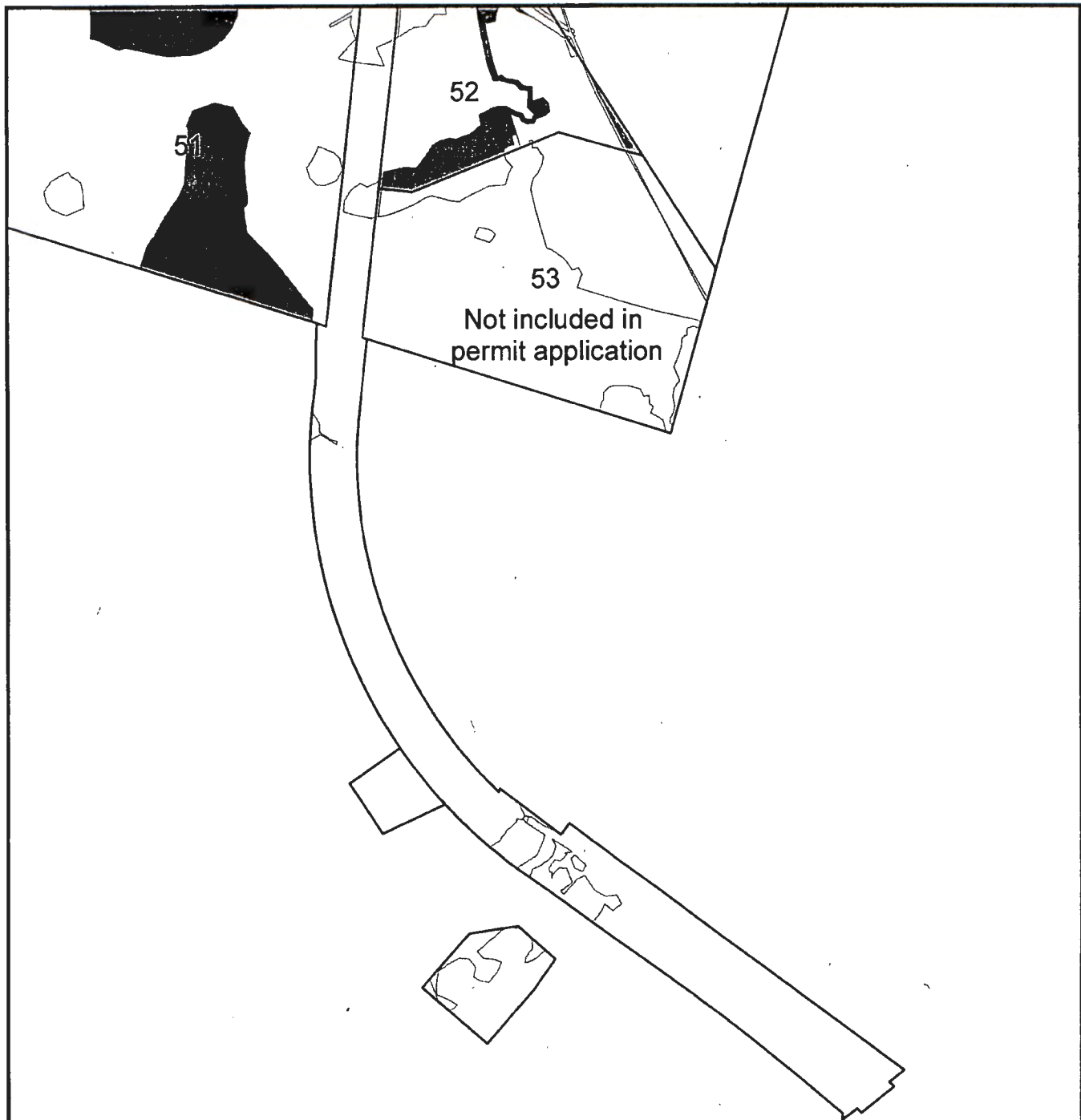
Legend

 Exotic Plant Removal
578.21 Acres

Exotic Plant Removal
Parcel 54 (S)
Silverleaf Plantation
St. Johns County, Florida

2005-203 February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 52 OF 60 25 FEBRUARY 2008



1 inch = 750 feet

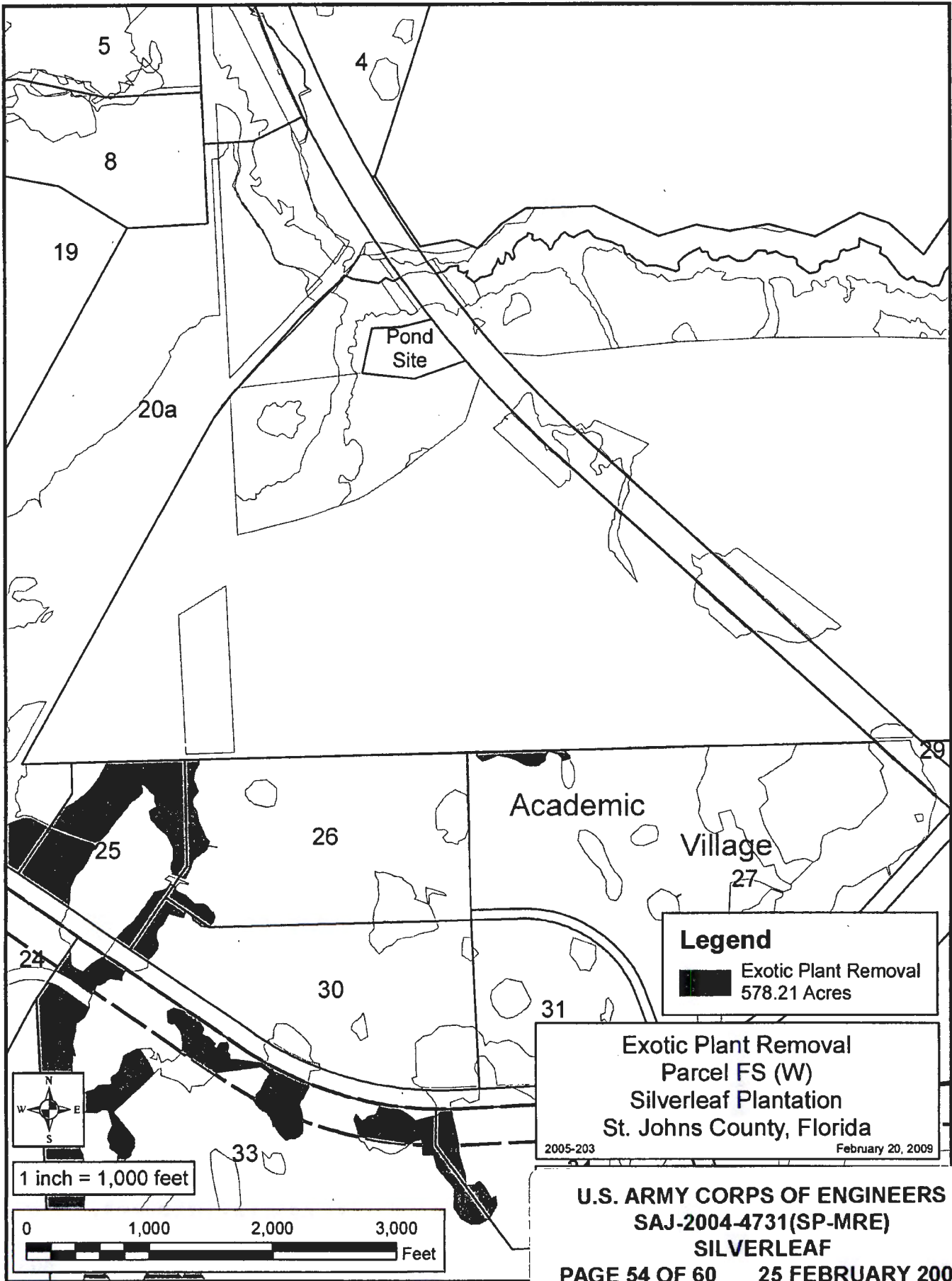
Legend

 Exotic Plant Removal
578.21 Acres



Exotic Plant Removal
Parcel 2209 (S)
Silverleaf Plantation
St. Johns County, Florida
2005-203 February 20, 2009

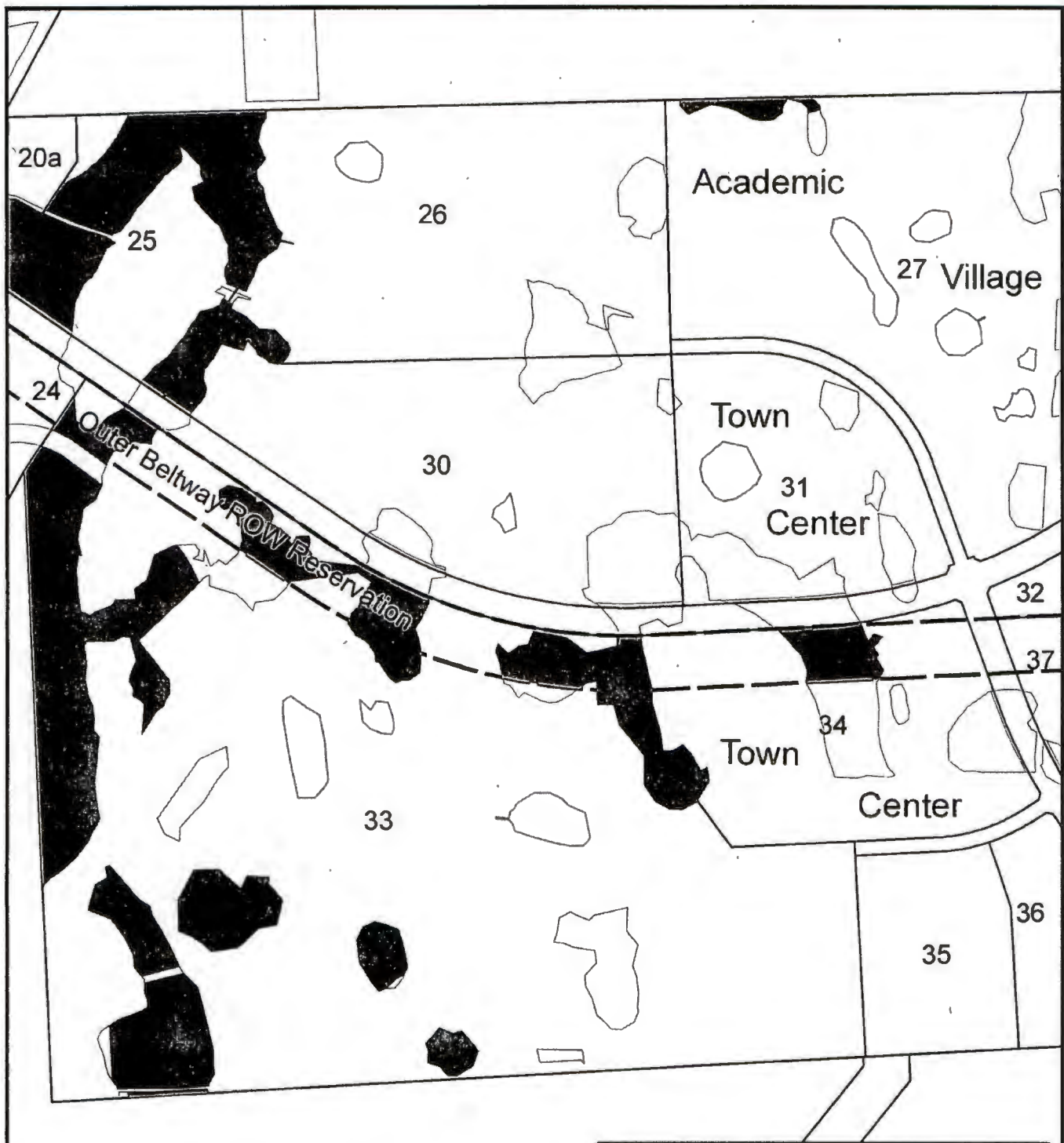
U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 53 OF 60 25 FEBRUARY 2008



Legend
 ■ Exotic Plant Removal
 578.21 Acres


Exotic Plant Removal
 Parcel FS (W)
 Silverleaf Plantation
 St. Johns County, Florida
 2005-203 February 20, 2009

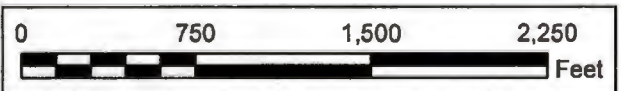
U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 54 OF 60 25 FEBRUARY 2008



1 inch = 750 feet

Legend

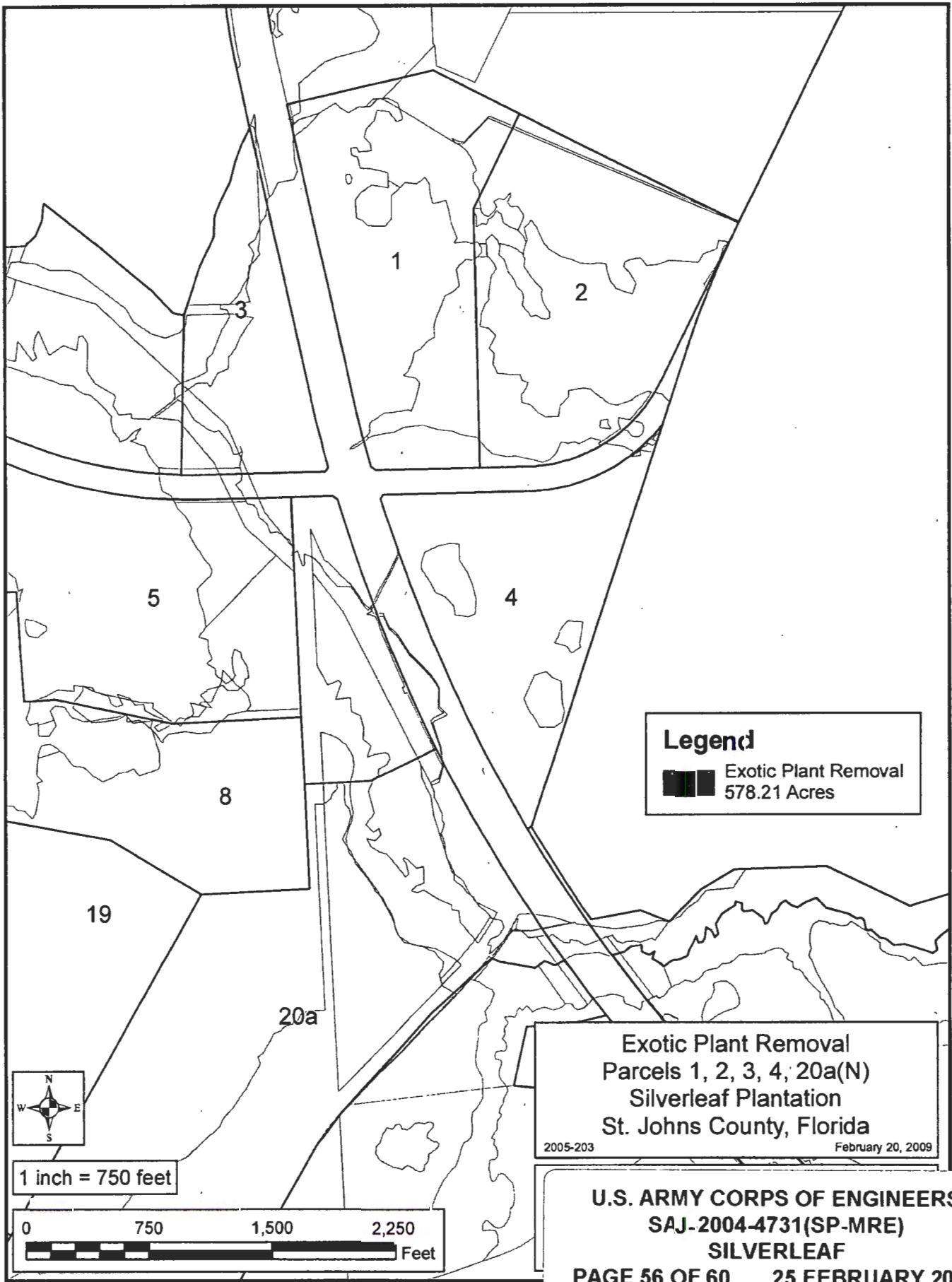
 Exotic Plant Removal
578.21 Acres



Exotic Plant Removal
Parcels 26, 30, 31, 33 - 35
Silverleaf Plantation
St. Johns County, Florida

2005-203 February 20, 2009

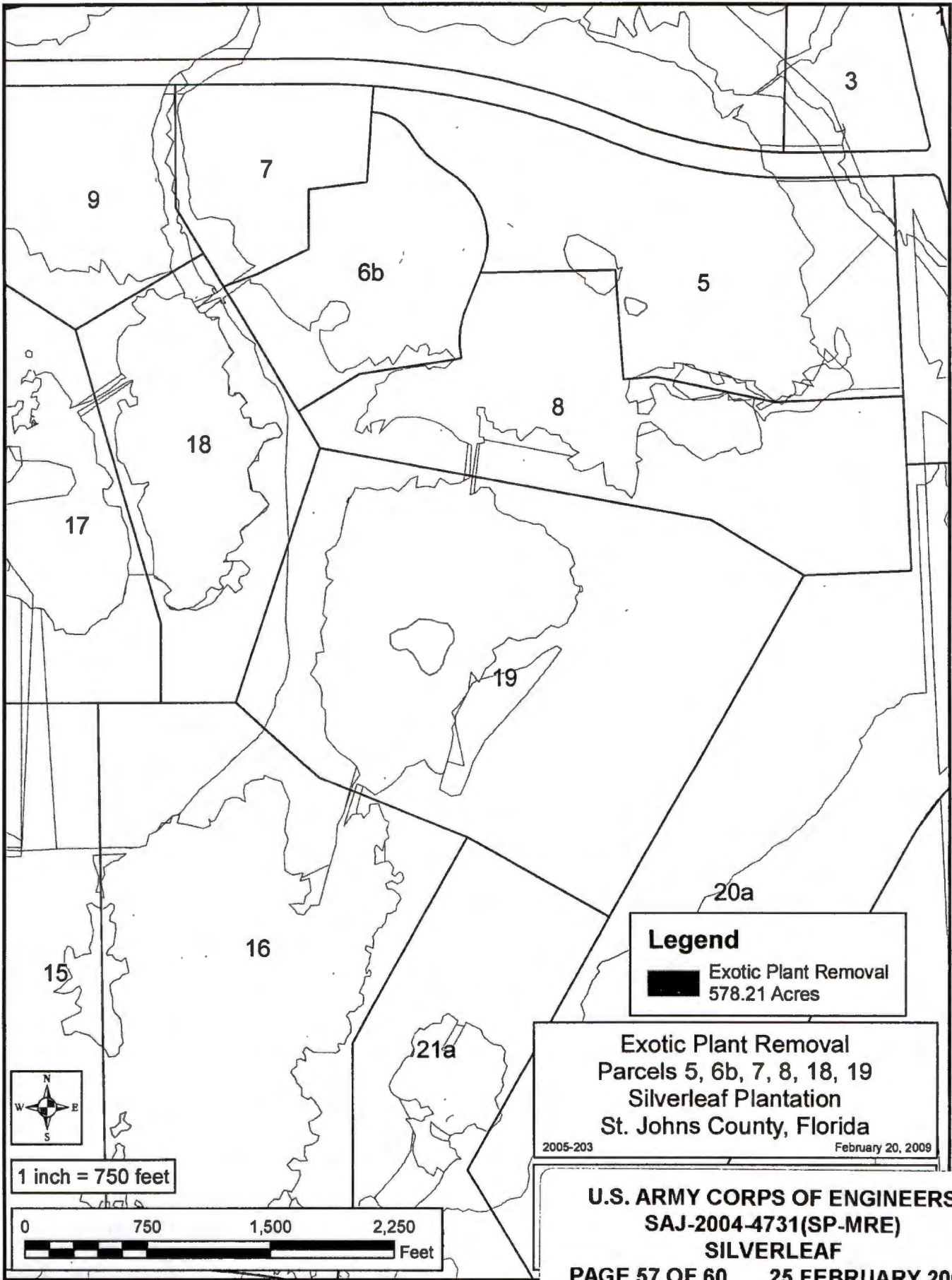
U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 55 OF 60 25 FEBRUARY 2008



Legend
■ Exotic Plant Removal
578.21 Acres

Exotic Plant Removal
Parcels 1, 2, 3, 4, 20a(N)
Silverleaf Plantation
St. Johns County, Florida
2005-203 February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 56 OF 60 25 FEBRUARY 2008



Legend

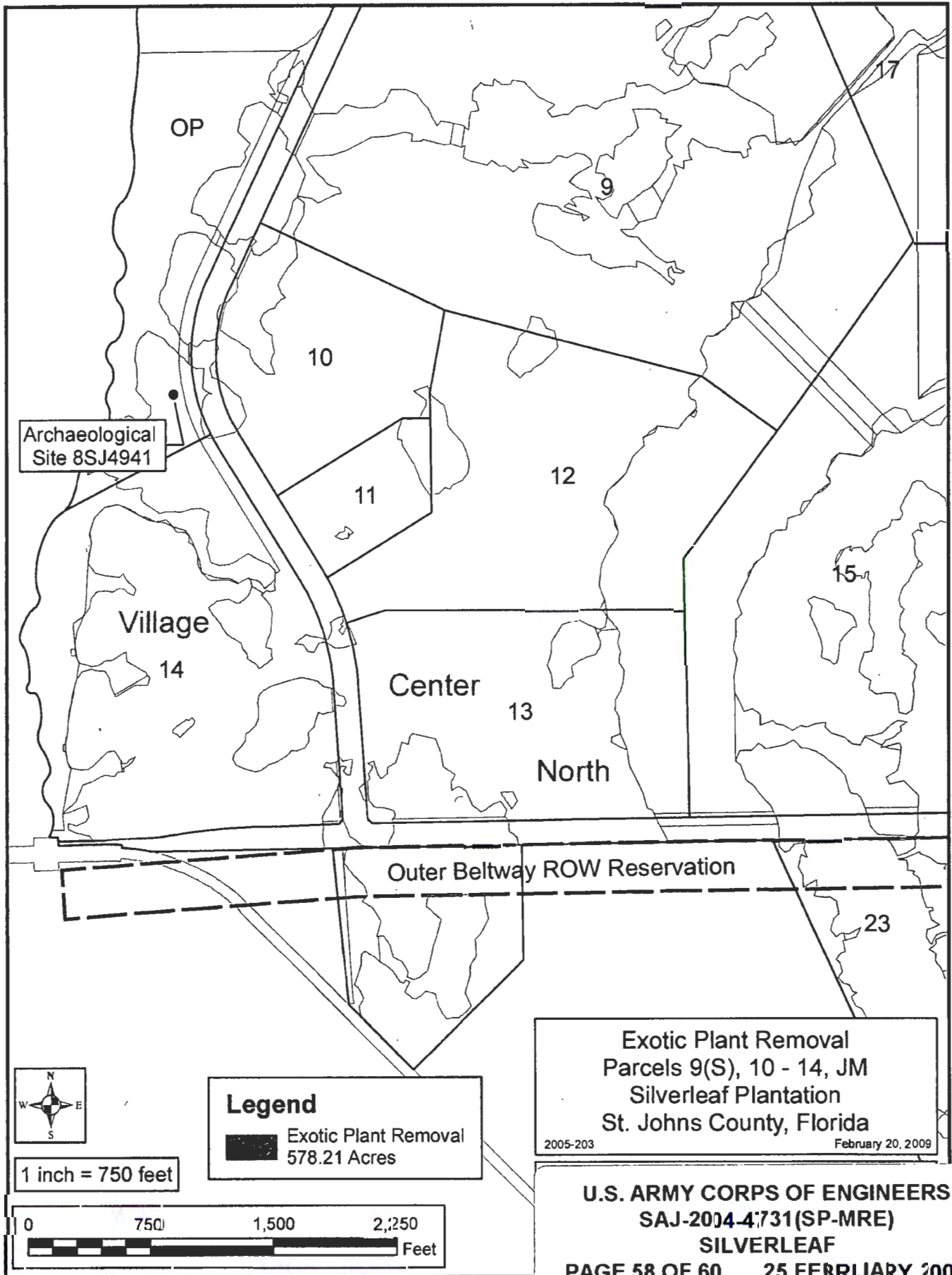
Exotic Plant Removal
578.21 Acres

Exotic Plant Removal
Parcels 5, 6b, 7, 8, 18, 19
Silverleaf Plantation
St. Johns County, Florida

2005-203

February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 57 OF 60 25 FEBRUARY 2008



Archaeological Site 8SJ4941


Village

Center

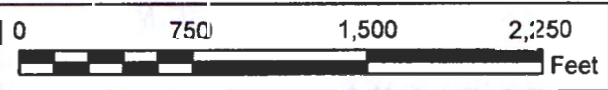
North

Outer Beltway ROW Reservation

Legend

 Exotic Plant Removal
578.21 Acres

1 inch = 750 feet

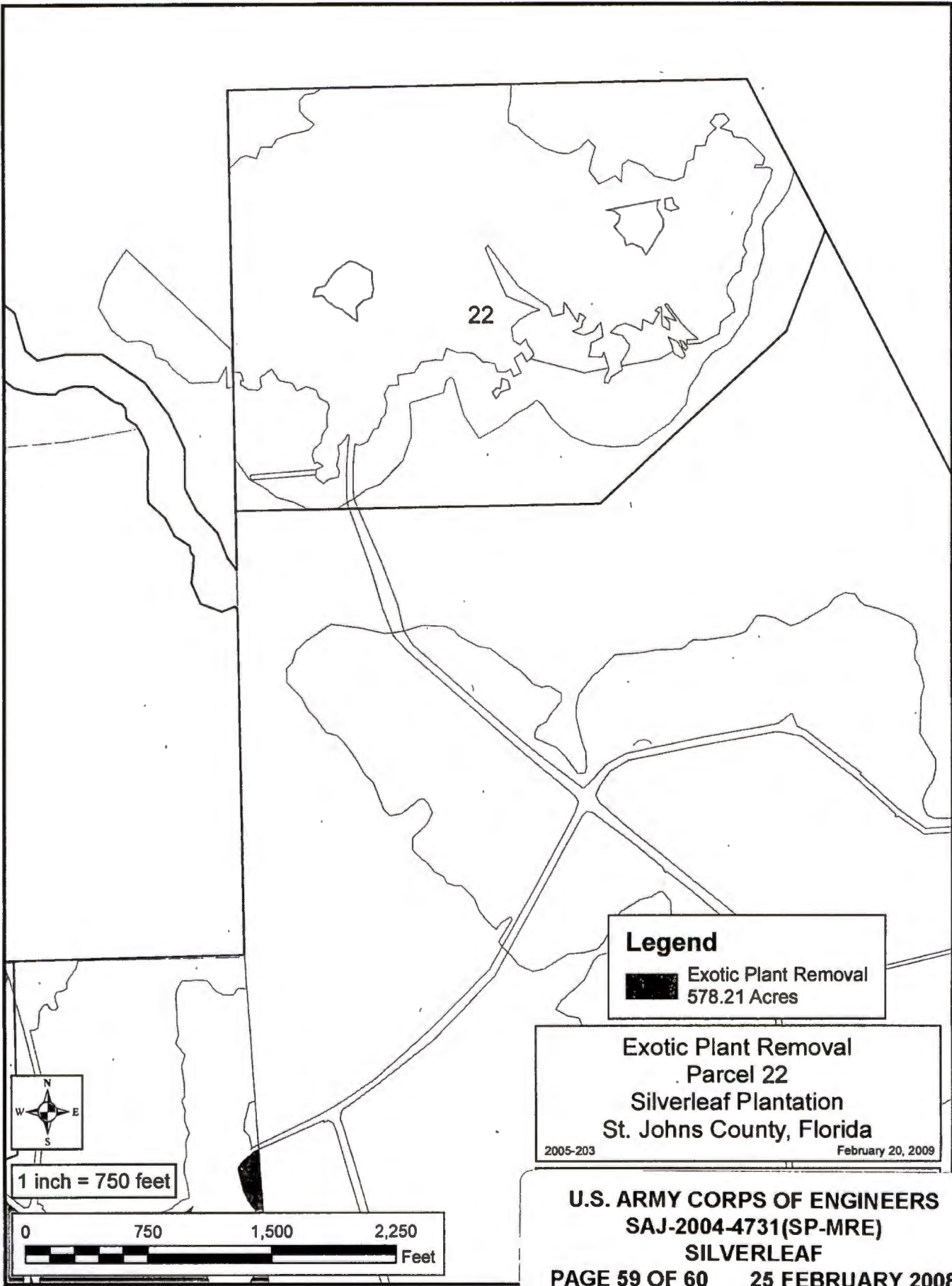


Exotic Plant Removal
Parcels 9(S), 10 - 14, JM
Silverleaf Plantation
St. Johns County, Florida

2005-203

February 20, 2009

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 58 OF 60 25 FEBRUARY 2008



22

Legend

 Exotic Plant Removal
578.21 Acres

Exotic Plant Removal
Parcel 22
Silverleaf Plantation
St. Johns County, Florida

2005-2003

February 20, 2009



1 inch = 750 feet

0 750 1,500 2,250 Feet

U.S. ARMY CORPS OF ENGINEERS
SAJ-2004-4731(SP-MRE)
SILVERLEAF
PAGE 59 OF 60 25 FEBRUARY 2008



SILVERLEAF
 PLANTATION.

SilverLeaf Plantation / Summary of Mitigation Balance

Project / Available
 Functional Gain Units
 194,127,500

A	B	C	D	E	F	G	H	I	J	K	L
Application #	Approval Date	Total Functional Loss	Functional Loss / Per Phase	Functional Gain / mitigation provided	TOTAL units provided (F)		Balance = Total Units available - Total Units provided (E-F)	Total Mitigation Required (C)	Total Mitigation Provided (F)	Balance (Provided - Required) (J-I)	Balance (Sum of Column K)
						Allocation of Functional Gain units required for mitigation to the balance available					0
Column E must exceed Column D in value				0			Column J must exceed or equal				

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 4-109-99446-3

DATE ISSUED: June 10, 2008
CORRECTED: August 25, 2008

PROJECT NAME: SilverLeaf Plantation

A PERMIT AUTHORIZING:

Construction of a surface water management system for Silverleaf Plantation, a 7441.40-acre multi-use development.

LOCATION:

Section(s):	25, 26, 35, 36	Township(s):	5S	Range(s):	27E
	19, 20, 29, 30,		5S		28E
	31, 32, 33				
	1, 12		6S		27E
	5, 6, 8, 38		6S		28E

St. Johns County

ISSUED TO:

White's Ford Timber & Investment Co., Ltd.
3030 Hartley Road, Suite 300
Jacksonville, FL 32257

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated June 10, 2008

AUTHORIZED BY: St. Johns River Water Management District

Department of Water Resources

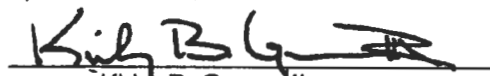
Governing Board

By:



Jeff Elledge
(Director)

By:



Kirby B. Green III
(Assistant Secretary)

SAJ-2004-4731
ATTACHMENT 2A

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-109-99446-3
WHITE'S FORD TIMBER & INVESTMENT CO., LTD.
DATED JUNE 10, 2008
CORRECTED AUGUST 25, 2008

1. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
2. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
3. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
5. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
6. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
7. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents

must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
9. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:
 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.
10. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook:

Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

11. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
12. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
13. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
14. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
15. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
16. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
17. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
18. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
19. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
20. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

21. The Permittee must furnish the District with two copies of an annual monitoring report in the month of August on District form EN-55, for the time period stated in this permit's success criteria condition.
22. This permit requires the recording of a conservation easement.

Description of Conservation Easement Area

The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days prior to (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first.

If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

Recording of Conservation Easement

Prior to (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement which shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 12.3.8, Applicant's Handbook, Management and Storage of Surface Waters (February 1, 2005). The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement.

Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District. The easement must contain the provisions set forth in paragraphs 1(a)-(h) of section 704.06, Florida Statutes, as well as provisions indicating that the easement may be enforced by the District, and may not be amended without written District approval.

Additional Documents Required

The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

Demarcation of Conservation Easement Area

Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site.

23. The operation and Maintenance entity shall submit inspection reports to the District two years after the operation phase permit becomes effective and every two years thereafter on District Form EN-46. The inspection form must be signed and sealed by an appropriate registered professional.
24. The surface water management system for Phase 1A must be constructed as per the permit drawings titled Phase 1 Post-Development Drainage Plan and associated pond and structure details, received by the District on May 5, 2008.
25. This permit authorizes construction of Phase 1A only. This permit does not authorize impacts to wetland areas NS1-I-R, NS2-I-R, NS3-I-R, NS4-I-R, or NS5-I-R, as indicated on Sheet No. D01 received by the District on May 5, 2008. Wetland impacts and construction of Phase 1B (the segment from Station 570+00 northward) will require a separate permit. All mitigation associated with impacts to NS1-I-R, NS2-I-R, NS3-I-R, NS4-I-R, and NS5-I-R have been included in the overall and Phase 1 mitigation plan.
26. The permittee shall ensure that a Florida registered Professional Engineer is onsite during the construction of the pond liners and cut-off walls to verify that they are constructed in accordance with the approved design. Within 30 days of the installation of a pond liner or cut-off wall, the permittee shall submit to the District, a completion report, signed and sealed by a Florida registered Professional Engineer, which certifies that the liner or cut-off wall was installed according to the design specifications of the approved plans and it is free of roots, rocks, and/or other debris.
27. The design specifications and locations for liners and cut-off walls contained in the geotechnical reports received by the District on October 5, 2007 and March 26, 2008 are a condition of this permit.
28. The Environmental Site Assessment approval is limited to the project area depicted on the 11" x 17" exhibit titled, "Pond and Sample Location Map, Silverleaf Plantation, St. Johns County, Florida," received by the District on May 28, 2008.

29. For future development located outside of Phase 1, the permittee must demonstrate that there will be no hydrologic alterations to the remaining on-site wetlands pursuant to subsection 12.2.2.4 of the Applicant's Handbook.
30. The proposed roadways must be constructed as indicated on plans (Silverleaf Roadway Plans - Volumes 1 through 4) received by the District on March 26, 2008, as amended by Sheets 13 and 26 of the Leo Maguire Roadway Plans received by the District on May 5, 2008, and as amended by sheets 17, 45 and 46 of the CR 2209 Roadway Plans received by the District on May 5, 2008, but not the roadway construction of CR2209 from station number 570+00 northward to its intersection with CR210.
31. The proposed fencing, as indicated at the locations noted on the above-referenced plans, includes Type B FDOT fencing to the extent of the wetland preservation area and associated upland preservation areas. The fencing shall also include herpetile fencing as indicated on the General Notes of the applicable roadway plans. This fencing will also be placed on either side of the future roadway crossing through wetlands within Parcel 20 to the extent of the wetland and upland preservation areas on either side of the crossing.
32. The overall proposed wetland impacts must be performed as indicated on Sheets D01 through D06 received by the District on May 5, 2008. The proposed impacts have been phased with the Phase 1 wetland impacts indicated on Figure 7 received by the District on May 20, 2008, exclusive of the wetland labeled JM1 (5.31 acres), which will be located within the Future Phase. All remaining wetland impacts are in the Future Phase. Before any wetland impacts occur in Phase 1, the Phase 1 mitigation must be implemented as indicated on Figure 7 received by the District on May 20, 2008. When any impacts located outside of Phase 1 are proposed, the applicant must either implement the remainder of the overall mitigation plan indicated on Figure 11 received by the District on May 22, 2008, or obtain a modification to this permit that includes a proposed impact/mitigation phasing plan.
33. This project area does not include Parcel 53 as indicated on Sheet D06 received by the District on May 5, 2008.
34. The proposed overall mitigation plan, which includes Figure 11 received by the District on May 22, 2008 and the text received by the District on May 23, 2008, as amended by the acreages listed above, is incorporated as a condition of this permit. In case of any conflict between the mitigation plan and this report and permit, this report and permit shall govern.
35. Prior to initiating any construction within the wetlands to be impacted in Phase 1, the District must receive a letter of verification from the Tupelo Mitigation Bank stating that a transaction of 12.78 credits for Phase 1 has been completed. Prior to initiating any construction within the wetlands to be impacted in the Future Phase, the District must receive a letter of verification from Tupelo Mitigation Bank stating that a transaction of 6.65 credits for the Future Phase has been completed.

In the event that the permittee does not successfully complete the transaction to obtain either the 12.78 credits for Phase 1 or the 6.65 credits for the Future Phase from the Tupelo Mitigation Bank, the permittee must, prior to initiating any construction for the applicable phase, obtain a modification of this permit to provide suitable alternative mitigation for the proposed wetland impacts.

36. The permittee must submit two copies of an as-built survey of the upland enhancement areas certified by a registered surveyor or professional engineer showing dimensions, grades, ground elevations, species composition, numbers and densities. The as-built must be submitted with the first monitoring report.

37. The upland enhancement areas are part of the mitigation plan for the Future Phase and must be planted prior to any of the following events (whichever occurs first): issuance of the first certificate of occupancy within the associated phase of development; use of the infrastructure for its intended use within the associated phase of development; or transfer of the responsibility for operation and maintenance of the system to a local government or other responsible entity.

All tree species to be planted within the upland enhancement areas must be planted with trees that are of good nursery stock and meet the specifications of the mitigation plan received by the District on May 23, 2008.

Successful establishment of the upland enhancement areas will have occurred when:

- At least 80 percent of the planted individuals in each stratum have survived throughout the monitoring period and are showing signs of normal growth, based upon standard growth parameters such as height and base diameter, or canopy circumference; and,
- At least 80 percent cover by appropriate upland herbaceous species has been obtained; and,

The above criterion has been achieved by the end of a 3-year period following initial planting.

38. If successful establishment has not occurred as stated above, the permittee must apply to the District for a permit modification no later than 30 days following the termination of the monitoring period. The application must include a narrative describing the type and cause of failure and contain a complete set of plans for redesign and/or replacement of planting of the upland enhancement areas so that the success criteria will be achieved. Within 30 days of District approval and issuance of the permit modification, the permittee must implement the redesign and/or replacement planting. Following completion of such work, success criteria as stated above or modified by subsequent permit must again be achieved. In addition, the monitoring required by these conditions must be conducted.
39. The permittee must provide a cost estimate for all of the upland buffer enhancement when the first portion of it is utilized as mitigation associated with a future permit application. At that time, the applicable draft financial responsibility mechanism must be provided to District staff and approved for implementation under that permit modification.
40. Improvements to any existing trail roads that will be utilized as pedestrian access or other purposes under the Future development phase will be reviewed for potential secondary impacts pursuant to subsection 12.2.7, A.H. under any applicable future permit application for development outside of Phase 1.
41. In implementing the mitigation plan, the permittee shall use a conservation easement form that is substantially in conformity with the form received by the District on June 3, 2008.
42. The permittee must obtain the appropriate District permit prior to construction of any portion of the surface water management system outside of the designated Phase 1A project limits as defined on the approved permit drawings.
43. The duration of this permit is 15 years from the date of issuance. During the life of this permit, the permittee shall provide the District with as-built certifications for the following portions of the system within 30 days of completion of construction of each portion (these portions correspond to the phasing in St. Johns County's development order for SilverLeaf, Resolution 2006-65):

- CR 2209 from CR 210 to International Golf Parkway
- Leo Maguire Parkway extension from southern terminus of existing Leo Maguire Parkway to SilverLeaf parcel 7
- CR 16A extension from CR 2209 to SilverLeaf's Academic Village
- SR 16 connector from CR 2209 to SilverLeaf's Village Center South
- SR 16 connector from Village Center South to SR 16
- Leo Maguire Parkway extension from SilverLeaf parcel 7 to CR 16A
- CR 16A extension from CR 16A to the Leo Maguire Parkway extension
- CR 16A extension from Academic Village to Leo Maguire Parkway extension



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

August 25, 2008

White's Ford Timber & Investment Co., Ltd.
3030 Hartley Road, Suite 300
Jacksonville, FL 32257

Dear Sir or Madam:

It has come to our attention that your permit for Silverleaf Plantation, permit no. 4-109-99446-3 permitted June 10, 2008 was issued with an error in the conditions.

- The condition that referenced a 5-year expiration of the permit was a typo and it has been deleted.

To eliminate future confusion please replace the previous permit conditions with this corrected copy.

We apologize for any inconvenience this may have caused. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Quenteria Johnson
Data Management Specialist II

cc: District permit files

England Thims & Miller
14775 St Augustine Road
Jacksonville, FL 32258

**SAJ-2004-4731
ATTACHMENT 2B**

GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE	Susan N. Hughes, VICE CHAIRMAN PONTE VEDRA	Ann T. Moore, SECRETARY BUNNELL	W. Leonard Wood, TREASURER FERNANDINA BEACH
Douglas C. Bournique VERO BEACH	Michael Ertel OVIEDO	Hersey "Herky" Huffman ENTERPRISE	Arlen N. Jumper FORT MCCOY
			Hans G. Tanzler III JACKSONVILLE

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 4-109-99446-5

DATE ISSUED: July 8, 2008

PROJECT NAME: SilverLeaf Plantation Phase 1B

A PERMIT AUTHORIZING:

Construction of a Surface Water Management System with stormwater treatment by wet detention for SilverLeaf Plantation Phase 1B, a 33.76-acre roadway project.

LOCATION:

Section(s): 19, 30 Township(s): 5S Range(s): 28E

St. Johns County

ISSUED TO:

White's Ford Timber and Investment Co., Ltd.
3020 Hartley Rd Suite 300
Jacksonville, FL 32257

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:


PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated July 8, 2008

AUTHORIZED BY: St. Johns River Water Management District

Department of Water Resources

Governing Board

By: 
Jeff Elledge
(Director)

By: 
Kirby B. Green III
(Assistant Secretary)

SAJ-2004-4731
ATTACHMENT 2C

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-109-99446-5
WHITE'S FORD TIMBER AND INVESTMENT CO., LTD.
DATED JULY 8, 2008

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior

to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:
 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under rule 40C-1.1006, F.A.C., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of rule 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. The operation and Maintenance entity shall submit inspection reports to the District two years after the operation phase permit becomes effective and every two years thereafter on District Form EN-46. The inspection form must be signed and sealed by an appropriate registered professional.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
23. This permit requires the recording of a conservation easement.

Description of Conservation Easement Area

The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days prior to (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first.

If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

Recording of Conservation Easement

Prior to (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement which shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 12.3.8, Applicant's Handbook, Management and Storage of Surface Waters (February 1, 2005). The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement.

Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District. The easement must contain the provisions set

forth in paragraphs 1(a)-(h) of section 704.06, Florida Statutes, as well as provisions indicating that the easement may be enforced by the District, and may not be amended without written District approval.

Additional Documents Required

The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

Demarcation of Conservation Easement Area

Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site.

24. This permit will expire 15 years from the date of issuance.
25. The surface water management system must be constructed as per plans received by the District on June 19, 2008, as amended by sheets 17, 45 and 46 of the CR 2209 Roadway Plans received by the District on May 5, 2008.
26. The proposed fencing, as indicated at the locations noted on the above referenced plans, includes Type B FDOT fencing to the extent of the wetland preservation area and associated upland preservation areas. The fencing shall also include herptile fencing as indicated on the General Notes of the applicable roadway plans.
27. This permit authorizes construction of Phase 1B only, which include impacts to wetland areas NS1-I-R, NS2-I-R, NS3-I-R, NS4-I-R, and NS5-I-R as indicated on Sheet No. D01 received by the District on June 19, 2008. Wetland impacts and construction of Phase 1A were authorized under Permit No. 4-109-99446-3. All mitigation associated with impacts to NS1-I-R, NS2-I-R, NS3-I-R, NS4-I-R, and NS5-I-R was included in the overall and Phase 1 mitigation plan under Permit No. 4-109-99446-3.
28. The proposed Phase 1B mitigation plan, which includes preservation of 828 acres of wetlands within Parcels 54, Free Silver, OP-A, OP-B, and/or OP-D shown on Figure 11 received by the District on May 22, 2008 and the text received by the District on May 23, 2008, as amended by the acreages listed above, is incorporated as a condition of this permit. In case of any conflict between the mitigation plan and this report and permit, this report and permit shall govern.
29. In implementing the mitigation plan, the permittee shall use a conservation easement form that is substantially in conformity with the form received by the District on June 3, 2008.

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

1. An eastern indigo snake protection/education plan shall be developed by the applicant or requestor for all construction personnel to follow. The plan shall be provided to the Service for review and approval at least 30 days prior to any clearing activities. The educational materials for the plan may consist of a combination of posters, videos, pamphlets, and lectures (e.g., an observer trained to identify eastern indigo snakes could use the protection/education plan to instruct construction personnel before any clearing activities occur). Informational signs should be posted throughout the construction site and along any proposed access road to contain the following information:
 - a. a description of the eastern indigo snake, its habits, and protection under Federal Law;
 - b. instructions not to injure, harm, harass or kill this species;
 - c. directions to cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site on its own before resuming clearing; and,
 - d. telephone numbers of pertinent agencies to be contacted if a dead eastern indigo snake is encountered. The dead specimen should be thoroughly soaked in water and then frozen.
2. If not currently authorized through an Incidental Take Statement in association with a Biological Opinion, only individuals who have been either authorized by a section 10(a)(1)(A) permit issued by the Service, or by the State of Florida through the Florida Fish Wildlife Conservation Commission (FWC) for such activities, are permitted to come in contact with an eastern indigo snake.
3. An eastern indigo snake monitoring report must be submitted to the appropriate Florida Field Office within 60 days of the conclusion of clearing phases. The report should be submitted whether or not eastern indigo snakes are observed. The report should contain the following information:
 - a. any sightings of eastern indigo snakes and
 - b. other obligations required by the Florida Fish and Wildlife Conservation Commission, as stipulated in the permit.

Revised February 12, 2004

**SAJ-2004-4731
ATTACHMENT 3**



**MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR**

Master Construction Agreement No: 22-MCA-AWA-16963

Table of Contents

ARTICLE I CONTRACT DOCUMENTS	4
1.1 The Contract Documents	4
1.2 Definitions	4
1.3 Independent Contractor.....	6
1.4 Contractor's Continuing Duty	6
1.5 Disputes	6
1.6 Ownership of Contract Documents.....	7
ARTICLE II THE WORK	7
2.1 Labor and Materials	7
2.2 Project Sequencing/Arrangement	7
2.3 Payment of Costs	7
2.4 Cleaning the Jobsite	8
2.5 Reporting Requirements	8
2.6 Title and Risk of Loss	8
2.7 Access to Work	8
2.8 Utilities	8
2.9 Existing Utility Lines.....	8
2.10 Taxes.....	8
2.11 Publicity and Advertising	9
ARTICLE III CONTRACT TIME	9
3.1 Contract Period	9
3.2 Time is of the Essence	9
3.3 Liquidated Damages	10
3.4 Disclaimer of Consequential Damages	10
ARTICLE IV CONTRACT PRICE AND PAYMENT.....	10
4.1 Contract Price	10
4.2 Schedule of Values	10
4.3 Measurement and Payment.....	11
4.4 Progress Payments	11
4.5 Application for Payment.....	12
4.6 Withheld Payment.....	13
ARTICLE V CONTRACTOR RESPONSIBILITIES.....	13

5.1	Performance	13
5.2	Authorized Representative.....	14
5.3	Environmental, Safety and Health	14
5.4	Substantial Completion.....	15
5.5	Final Inspection.....	16
5.6	Final Payment	16
ARTICLE VI PROJECT MANAGER		16
6.1	Project Manager Responsibilities	16
6.2	Field Orders	17
ARTICLE VII SUBCONTRACTORS		17
7.1	Award of Subcontracts.....	17
ARTICLE VIII CHANGES IN THE WORK.....		17
8.1	General.....	17
8.2	Changes in the Contract Time	18
8.3	Changes in the Contract Price.....	18
8.4	Acceptance of Change Orders	19
8.5	Notice to Sureties.....	19
8.6	Differing Site Conditions.....	19
ARTICLE IX UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK.....		19
9.1	Uncovering Work	19
9.2	Right to Stop Work.....	20
9.3	County May Accept Defective or Nonconforming Work.....	20
ARTICLE X CONTRACT SUSPENSION AND TERMINATION.....		20
10.1	Suspension	20
10.2	Termination.....	20
ARTICLE XI WARRANTY AND INDEMNITY		21
11.1	Warranty	21
11.2	Indemnity.....	22
ARTICLE XII INSURANCE AND BONDS		22
12.1	Contractor's Insurance Requirements.....	22
12.2	Additional Insured Endorsements and Certificate Holder	23
12.3	Workers Compensation.....	23
12.4	Commercial General Liability	23
12.5	Automobile Liability.....	23
12.6	Additional Coverages	23
12.7	Other Requirements	24
12.8	Payment and Performance Bonds	24
ARTICLE XIII MISCELLANEOUS.....		25
13.1	Examination of Contractor's Records.....	25
13.2	Backcharges.....	25

13.3	Applicable Law.....	25
13.4	Governing Law & Venue.....	25
13.5	Assignment	25
13.6	Severability	25
13.7	Section Headings	25
13.8	Disclaimer of Third-Party Beneficiaries	25
13.9	Waiver; Course of Dealing	26
13.10	No Waiver of Sovereign Immunity.....	26
13.11	Execution in Counterparts	26
13.12	Entire Contract	26
13.13	Survival.....	26
13.14	Employment Eligibility and Mandatory Use of E-Verify.....	26
13.15	Equal Employment Opportunity	27
13.16	Public Records	28
13.17	Anti-Bribery.....	28
13.18	Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.....	29
13.19	Written Notice	29
	CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS	31
	CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN	32

This Master Construction Agreement ("Contract") is made this 21 day of October, 2022 (the "Effective Date") by and between ST. JOHNS COUNTY ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and A.W.A. CONTRACTING CO., INC. ("Contractor"), a company authorized to do business in the State of Florida, with its principal offices located at: P.O. Box 601009, St. Johns, FL 32260, Phone: 904-262-4157, and E-mail: artie@awacontractingcoinc.com, for **BID NO: 22-112; AS-NEEDED CONSTRUCTION SERVICES FOR COUNTYWIDE ROADWAY DRAINAGE & INFRASTRUCTURE MAINTENANCE**, hereinafter referred to as the "Project".

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

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

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

1.1.3 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County's internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-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.

1.2 Definitions

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

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

1.2.2 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.3 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2.20 **Substantial Completion**: The stage in the progression of the Work when the Work is sufficiently complete in

accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

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

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

1.3 Independent Contractor

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

1.4 Contractor's Continuing Duty

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

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

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

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

1.5 Disputes

1.5.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with

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

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

1.6 Ownership of Contract Documents

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

ARTICLE II THE WORK

2.1 Labor and Materials

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

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

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

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

2.2 Project Sequencing/Arrangement

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

2.3 Payment of Costs

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

2.4 Cleaning the Jobsite

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

2.5 Reporting Requirements

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

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

2.6 Title and Risk of Loss

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

2.7 Access to Work

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

2.8 Utilities

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

2.9 Existing Utility Lines

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

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

2.10 Taxes

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

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

2.11 Publicity and Advertising

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

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

2.12 County Furnished Items

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

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

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

ARTICLE III CONTRACT TIME

3.1 Contract Period

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

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

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

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

3.2 Time is of the Essence

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

3.3 Liquidated Damages

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

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

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

3.4 Disclaimer of Consequential Damages

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

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

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

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

4.2 Schedule of Values

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

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

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

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

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

4.3 Measurement and Payment

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

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

4.4 Progress Payments

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

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

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

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

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject

of a good faith dispute, claim or demand by the County or Contractor.

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

4.5 Application for Payment

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

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

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

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

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

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

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

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

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

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

4.6 Withheld Payment

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

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

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

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

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

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

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

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

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

Contractor.

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

5.2 Authorized Representative

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

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

5.3 Environmental, Safety and Health

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

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

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

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

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

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

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

5.3.8 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations

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

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

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

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

5.4 Substantial Completion

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

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

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

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

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

5.5 Final Inspection

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

5.6 Final Payment

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

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

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

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

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

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

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

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

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

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

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

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

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

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

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

6.2 Field Orders

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

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

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

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

ARTICLE VIII CHANGES IN THE WORK

8.1 General

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

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

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

8.2 Changes in the Contract Time

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

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

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

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

8.3 Changes in the Contract Price

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

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

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

8.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite

overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

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

8.4 Acceptance of Change Orders

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

8.5 Notice to Sureties

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

8.6 Differing Site Conditions

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

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

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

9.1 Uncovering Work

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

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

9.2 Right to Stop Work

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

9.3 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE X CONTRACT SUSPENSION AND TERMINATION

10.1 Suspension

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

10.2 Termination

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

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

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

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

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

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

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

ARTICLE XI WARRANTY AND INDEMNITY

11.1 Warranty

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

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

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

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

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

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

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

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

11.2 Indemnity

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

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

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

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

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

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

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

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

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

ARTICLE XII INSURANCE AND BONDS

12.1 Contractor's Insurance Requirements

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

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

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

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

12.2 Additional Insured Endorsements and Certificate Holder

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

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

12.3 Workers Compensation

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

12.4 Commercial General Liability

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

12.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

12.6 Additional Coverages

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

12.6.1 Professional Liability.

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

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

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

12.6.2 **Builders Risk.**

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

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

12.6.2.3 The Builder's Risk insurance shall:

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

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

12.7 Other Requirements

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

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

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

12.8 Payment and Performance Bonds

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

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

ARTICLE XIII MISCELLANEOUS

13.1 Examination of Contractor's Records

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

13.2 Backcharges

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

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

13.3 Applicable Law

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

13.4 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

13.5 Assignment

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

13.6 Severability

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

13.7 Section Headings

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

13.8 Disclaimer of Third-Party Beneficiaries

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

13.9 Waiver; Course of Dealing

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

13.10 No Waiver of Sovereign Immunity

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

13.11 Execution in Counterparts

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

13.12 Entire Contract

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

13.13 Survival

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

13.14 Employment Eligibility and Mandatory Use of E-Verify

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

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

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

13.15 Equal Employment Opportunity

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

13.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

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

13.16 Public Records

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

13.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

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

13.17 Anti-Bribery

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

13.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

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

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

13.19 Written Notice

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

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

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

A.W.A. Contracting Co., Inc.
 P.O. Box 601009
 St. Johns, FL 32260
 Attn: Arthur W. Allen, President
 Email Address: artie@awacontracting.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]
(Signature of Authorized Representative)

Arthur W. Daniels
(Printed Name)

Purchasing Manager
(Title)

10/25/22
(Date of Execution)

Contractor

A.W.A. Contracting Co., Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Arthur
(Printed Name)

W Allen
(Typed Name)

10/25/22
(Date of Execution)

Digitally signed
by Arthur W
Allen

Date: 2022.10.24
07:55:46 -04'00'

ATTEST:

**St. Johns County, FL
Clerk of Courts**

By: [Signature]
(Deputy Clerk)

10/25/22
(Date of Execution)

ST JOHNS COUNTY

OCT 25 '22

PURCHASING

Legally Sufficient:

[Signature]
(Office of County Attorney)

11/22
(Date of Execution)



**FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Task Order No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors all undisputed contract obligations for labor, services, or materials provided on this Project within the time period set forth in Sections 218.73 and 218.735, Florida Statutes, as applicable.

2. The following Subcontractors have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

Dated _____, 20__

Contractor _____

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

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

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)
My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Task Order No.:	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.

EXHIBIT "A"

SCOPE OF WORK

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

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

DIVISION 1 – GENERAL REQUIREMENTS

I. ADA Requirements

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

II. FDOT Requirements

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

III. Utilities

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

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

IV. Permitting

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

V. Coordination & Meetings

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

- **Pre-Construction Meetings**

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

- **Progress Meetings**

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

VI. Submittals

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

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

VII. Quality Control

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

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

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

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

VIII. Construction Facilities & Temporary Controls

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

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

• Protection of Installed Work

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

• Progress Cleaning

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

• Removal of Utilities, Facilities & Controls

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

IX. Products

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

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

• Transportation & Handling

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

• Storage & Protection

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

X. Erosion Control and Sedimentation Control

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

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

- The *Florida Stormwater Erosion and Sedimentation Control Inspector's (FSESCI) Tier 1 Manual*, Florida Department of Environmental Protection, most current edition (<https://www.fsesci.com/downloads/>);
- FDOT Standard Plans & Section 104, FDOT Standard Specifications for Road & Bridge Construction, most current edition;
- St. Johns County Land Development Code and/or
- The St. Johns River Water Management District Permit conditions/prevaling regulations.

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

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

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

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

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

XI. Turbidity Monitoring

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

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

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

XII. Protection of Property

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

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

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

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

XIII. Relocation of Existing Property

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

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

XIV. Unsuitable Material

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

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

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

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

- **Limits of Over Excavation**
 - The limits of over excavation to remove organic material (muck) are defined as follows:
 - a. Unsuitable material shall be excavated to a depth of twelve (12) inches below the bottom of the organic material (muck).
 - b. The width of over excavation shall be in accordance with the most current edition of Index 500 of the FDOT Roadway & Traffic Design Standards.
 - The Contractor shall select a dewatering system which shall be maintained at least two feet (2') below the proposed depth of excavation required during all de-mucking operations. The Contractor shall also refer to the Dewatering Section of these Specifications.
 - Where unsuitable material is encountered during construction operations for any project, but not previously designated for removal, the Contractor shall remove the unsuitable material and replace with suitable material to the satisfaction of the County, or Engineer. The limits of removal shall be to a depth of three feet (3') below the bottom of the roadway base and a width of twelve inches (12") outside the limit of the organic material (muck) or just below all pipe inverts in accordance with the Excavation for Structure Section of these Specifications.
- **Backfill Material & Compaction**
 - Backfill shall be in accordance with Index 505 of the FDOT Roadway & Traffic Design Standards, using AASHTO A-3 materials. Compaction shall be in accordance with Section 120-9 of the FDOT Standard Specifications for Road & Bridge Construction, most current edition.
 - The backfill soils shall be placed in level lifts not to exceed twelve inches (12") and compacted to achieve a density of at least one hundred percent (100%) of the maximum density as determined by the AASHTO T-99, Method C.
 - If the replacement of unsuitable material exhausts the supply of stockpiled suitable material obtained from regular roadway excavation, the Contractor shall import Class A-3 sand to the project site to meet the need for fill and backfill.

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

XV. Utility Coordination

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

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

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

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

where they are shown on the project drawings.

- **Temporary Utilities**

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

XVI. Utility Conflicts

- **Sequence of Construction for Utilities**

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

- **Adjustments during Construction**

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

- **Unknown Conflicts**

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

- **Schedule of Work**

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

XVII. Temporary Traffic Control

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

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

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

controls are implemented by the Contractor.

- **Temporary Traffic Control Plan**

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

- **Access**

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

- **Limitations of Operations**

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

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

- **Safety**

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

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

XVIII. Storage of Equipment & Materials

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

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

XIX. Project Surveying

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

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

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

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

XX. Environmental Protection

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

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

XXI. Dewatering

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

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

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

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

XXII. Construction Limits

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

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

XXIII. Project Clean-Up

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

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

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

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

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

DIVISION 2 – SITE WORK

I. Reference Standards

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

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

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

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

• Intent

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

• Interpretation of Dimensions and Quantities

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

drawings shall govern over general project drawings.

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

II. Mobilization/Demobilization

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

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

III. Temporary Traffic Control

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

● **Temporary Pavement**

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

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

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

● **Silt Fence & Inlet Protection**

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

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

V. Clearing & Grubbing

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

• Requirements

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

• Areas Covered

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

• Depths of Removal of Roots, Stumps & Other Debris

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

• Disposition of Material

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

• Cleanup

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

VI. Excavation & Embankment

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

• Disposal

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

VII. Excavation for Structures

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

• Foundation Preparation

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

VIII. Stabilizing

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

• Requirements

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

IX. Topsoil

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

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

X. Limerock Base

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

• Equipment & Materials

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

• Transporting Limerock

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

• Spreading Limerock

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

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

- When the specified compacted thickness of the base is greater than six inches (6”), the base shall be constructed in two (2) courses. The thickness of the first course shall be half the total compacted thickness of the finished base or thick enough to bear the weight of construction equipment without disturbing the sub-grade.
- Limerock base for shoulder construction shall be placed before the final course of pavement for the traveled roadway. Any limerock placed on the surface course of the traveled roadway shall be immediately swept off. The placing of limerock for shoulder construction shall not damage or scar the surface course of the adjacent roadway for any reason. The Contractor shall be responsible for correcting any damage or scars caused by the improper placing of limerock at no additional cost to the County.
- **Compacting and Finishing Base**
 - For single course base, after spreading is complete the entire surface shall be scarified and shaped to produce the required grade and cross section after compaction.
 - For double course base, the first course shall be cleaned of foreign materials, and bladed to a cross section approximately parallel to the finished base. Prior to placement of the second course, the first course shall be compacted as required by the project plans and density tests demonstrating compliance with compaction requirements shall be provided to the County, or Engineer of Record. After spreading limerock for the second course, the surface shall be finished and shaped to produce the required grade and cross section after compaction. The second course shall be free of foreign material.
 - When the material does not have the proper moisture content to ensure the required density, wetting or drying shall be required. When water is added, it shall be uniformly mixed in by disking to the full depth of the course which is being compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted.
 - As soon as proper moisture conditions are attained, the limerock shall be compacted to one hundred percent (100%) of maximum density as determined by AASHTO T180. Limerock base for shoulder areas shall be compacted to ninety eight percent (98%) density. Limerock for the travel way shall achieve a minimum LBR of one hundred (100). Limerock for shoulder base shall achieve an LBR of one hundred (100).
 - A minimum of three (3) density tests shall be performed on each day’s final compaction operation on each course and density tests shall be performed more frequently if deemed necessary by the County, or Engineer. During final compaction, operations, if blading is required to obtain the true cross section and true grade, the compacting operations for affected areas shall be completed prior to density testing on the finished base.
- **Correction of Defects**
 - If, at any time, the sub-grade becomes mixed with the limerock base, the Contractor shall remove the mixture, reshape, and compact the sub-grade, and replace the removed limerock which shall be reshaped and compacted according to the specifications above.
 - If cracks or checks appear in the base, either before or after priming, which would damage or impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by scarifying, reshaping, adding base material where necessary and compacting.
 - Where base construction cannot be accomplished with the use of standard compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers or other special equipment which achieves the density requirements.
- **Testing Surface**
 - The finished surface of the base course shall be checked with a templet cut to the required crown and with a fifteen foot (15’) straight edge lay parallel to the centerline of the road. All irregularities greater than one quarter inch (1/4”) shall be corrected by scarifying and removing or adding limerock as required, after which the entire area shall be compacted as specified before. Tests shall not be taken in small holes caused by small pieces of limerock having been pulled out by the grader.
- **Priming & Maintaining**

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

XI. Prime & Tack Coats for Base Courses

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

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

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

XII. Milling of Existing Asphalt Pavement

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

XIII. Type S Asphalt Concrete

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

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

XIV. Portland Cement Concrete

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

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

- **Strength Requirement**

- Unless otherwise specified on the project drawings or herein, all concrete shall have a (28) day minimum compressive strength requirement of three thousand (3,000) pounds per square inch.

- **Cutting Concrete**

- Concrete curb, curb and gutter, sidewalk, and driveway shall be removed to neatly sawed edges with saw cuts to a minimum depth of one and one half inches (1 ½").
- Concrete sidewalks or driveways to be removed shall be neatly sawed in straight lines parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than thirty inches (30") in either length or width. If the saw cut in sidewalk or driveway would fall within thirty inches (30") of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge.
- If a saw cut in concrete curb, curb and gutter, or pavement falls within three feet (3') of a construction joint, contraction joint, expansion joint, edge, or inlet top, the concrete shall be removed to the joint, edge, or inlet top.

XV. Drainage Structures

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

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

XVI. Pipe Culverts & Storm Sewers

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

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

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

- **Filter Fabric Jacket**

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

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

XVII. Sidewalks & Driveways

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

shown in the project drawings.

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

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

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

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

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

XVIII. Concrete Ditch Pavement

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

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

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

Weepholes shall be constructed as shown on the project drawings.

XIX. Sodding

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

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

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

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

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

XX. Seeding

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

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

XXI. Mulching

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

XXII. Highway Signing

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

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

XXIII. Painted Traffic Stripes

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

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

XXIV. Thermoplastic Traffic Stripes & Markings

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

• **Thermoplastic**

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

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

EXHIBIT "B"

CONTRACTOR'S UNIT PRICE BID

A. Pipe Removal			
Item #	Item Description	Unit of Measure	Unit Price
1	Pipe Removal (12" to 15")	LF	\$ 18.95
2	Pipe Removal (18" to 24")	LF	\$ 23.70
3	Pipe Removal (30" to 36")	LF	\$ 28.44
4	Pipe Removal (42" to 48")	LF	\$ 33.18
5	Pipe Removal (56")	LF	\$ 37.93
6	Pipe Removal (≥ 60")	LF	\$ 42.65
7	Pipe Removal (12" to 15") 6' Depth or Greater *	LF	\$ 30.60
8	Pipe Removal (18" to 24") 6' Depth or Greater *	LF	\$ 35.40
9	Pipe Removal (30" to 36") 6' Depth or Greater *	LF	\$ 40.80
10	Pipe Removal (42" to 48") 6' Depth or Greater *	LF	\$ 45.60
11	Pipe Removal (56") 6' Depth or Greater *	LF	\$ 54.60
12	Pipe Removal (> 60") 6' Depth or Greater *	LF	\$ 78.00
B. Pipe Installation			
Item #	Item Description	Unit of Measure	Unit Price
13	15" RCP, 0' to 6' Depth Class III	LF	\$ 72.00
14	18" RCP, 0" to 6' Depth, Class III	LF	\$ 84.00
15	24" RCP, 0" to 6' Depth, Class III	LF	\$ 110.40
16	30" RCP, 0" to 6' Depth Class III	LF	\$ 168.00
17	36" RCP, 0" to 6' Depth Class III	LF	\$ 228.00
18	42" RCP, 0" to 6' Depth Class III	LF	\$ 300.00
19	48" RCP, 0" to 6' Depth Class III	LF	\$ 378.00
20	56" RCP, 0" to 6' Depth Class III	LF	\$ 582.00
21	60" RCP, Class III 6' Depth or Greater *	LF	\$ 654.00
22	15" RCP, Class III 6' Depth or Greater *	LF	\$ 108.00
23	18" RCP, Class III 6' Depth or Greater *	LF	\$ 132.00
24	24" RCP, Class III 6' Depth or Greater *	LF	\$ 198.00
25	30" RCP, Class III 6' Depth or Greater *	LF	\$ 222.00
26	36" RCP, Class III 6' Depth or Greater *	LF	\$ 282.00
27	42" RCP, Class III 6' Depth or Greater *	LF	\$ 357.60
28	48" RCP, Class III 6' Depth or Greater *	LF	\$ 438.00
29	56" RCP, Class III 6' Depth or Greater *	LF	\$ 642.00
30	60" RCP, Class III 6' Depth or Greater *	LF	\$ 714.00
31	12"x18" ERCP, 0" to 6' Depth Class III	LF	\$ 126.00
32	14"x23" ERCP, 0" to 6' Depth, Class III	LF	\$ 149.40
33	19"x30" ERCP, 0" to 6' Depth, Class III	LF	\$ 187.20
34	24"x38" ERCP, 0" to 6' Depth, Class III	LF	\$ 282.00
35	29"x45" ERCP, 0" to 6' Depth, Class III	LF	\$ 390.00

36	38"x60" ERCP, 0" o 6' Depth, Class III	LF	\$	558.00
37	58"x91" ERCP, 0" to 6' Depth, Class III	LF	\$	1,500.00
38	12"X18" ERCP, Class III 6' Depth or Greater *	LF	\$	246.00
39	14"X 23" ERCP, Class III 6' Depth or Greater *	LF	\$	271.20
40	19"X30" ERCP, Class III 6' Depth or Greater *	LF	\$	319.20
41	24"X38" ERCP, Class III 6' Depth or Greater *	LF	\$	402.00
42	29"X45" ERCP, Class III 6' Depth or Greater *	LF	\$	510.00
43	38"X60" ERCP, Class III 6' Depth or Greater *	LF	\$	678.00
44	58"X91" ERCP, Class III 6' Depth or Greater *	LF	\$	1,980.00
45	Irrigation Pipe, ½" Sch 40 PVC, Remove and Replace	LF	\$	15.00
46	Irrigation Pipe, ¾" Sch 40 PVC, Remove and Replace	LF	\$	18.60
47	Sprinkler Head Relocation	EA	\$	90.00
48	Sprinkler Head Installation	EA	\$	150.00
49	Pipe, PVC, Sch 40, 4" Drain	LF	\$	29.40
50	12" PVC DR 18 Pressure Rated	LF	\$	318.00

C. Structure Removal

Item #	Item Description	Unit of Measure		Unit Price
51	Headwall Removal	EA	\$	3,000.00
52	Special Headwall Removal (Sandbag, etc.)	EA	\$	5,400.00
53	Inlet Structure Removal	EA	\$	3,900.00

D. Structure Cutting

Item #	Item Description	Unit of Measure		Unit Price
54	Saw Cut Existing Concrete Structure for 15" Pipe Tie-In	EA	\$	3,000.00
55	Saw Cut Existing Concrete Structure for 24" Pipe Tie-In	EA	\$	3,600.00
56	Saw Cut Existing Concrete Structure for 36" Pipe Tie-In	EA	\$	4,200.00
57	Saw Cut Existing Concrete Structure for 48" Pipe Tie-In	EA	\$	4,800.00

E. Structure Placement

Item #	Item Description	Unit of Measure		Unit Price
58	Curb Inlet, 0" to 4' Depth	EA	\$	5,100.00
59	Curb Inlet 4x4, 0" to 4' Depth	EA	\$	5,580.00
60	Type B Inlet 4x4, 0' to 4' Depth	EA	\$	6,546.00
61	Type B Inlet 4x4, >4' to 6' Depth *	EA	\$	7,705.20
62	Type C Inlet, 0' to 4' Depth	EA	\$	5,100.00
63	Type C Inlet, > 4' to 6' Depth *	EA	\$	5,580.00
64	Type D Inlet, 0' to 4' Depth	EA	\$	5,340.00
65	Type D Inlet, > 4' to 6' Depth *	EA	\$	5,940.00
66	Type E Inlet, 0' to 4' Depth	EA	\$	5,110.50
67	Type E Inlet, > 4' to 6' Depth *	EA	\$	5,982.00
68	Type H Inlet, 0' to 4' Depth	EA	\$	6,960.00
69	Type H Inlet, > 4' to 6' Depth *	EA	\$	8,160.00

70	Type J-1 B Manhole/Inlet, 0" to 4' Depth	EA	\$	7,020.00
71	Type J-1 B Manhole/Inlet, > 4' to 6' Depth *	EA	\$	8,220.00
72	Type J-2 Manhole 4x5, 0" to 4' Depth	EA	\$	6,300.00
73	Type J-2 Manhole 4x5, > 4' to 6' Depth*	EA	\$	7,260.00
74	DOT P-5 Storm Inlet	EA	\$	5,340.00
75	Precast End Wall (15"/12x18" Pipe)	EA	\$	2,220.00
76	Precast End Wall (18"/14x23" Pipe)	EA	\$	2,460.00
77	Precast End Wall (24"/19x30" Pipe)	EA	\$	2,940.00
78	Precast End Wall (30"/24x38" Pipe)	EA	\$	3,420.00
79	Precast End Wall (36"/29x45" Pipe)	EA	\$	4,140.00
80	48" Headwall	CY	\$	1,260.00
81	Head Walls for Precast Box Culverts	CY	\$	1,500.00
82	54" to 60" Straight End Walls	CY	\$	1,620.00
83	42" to 48" Straight End Walls	CY	\$	1,260.00
84	Mitered End Section (MES) for 15" or CMPDW Culvert	EA	\$	1,800.00
85	Mitered End Section (MES) for 12"x18" ERCP or 13"x17" CMPA	EA	\$	1,920.00
86	Mitered End Section (MES) for 19"x30" ERCP or 20"x28" CMPA	EA	\$	2,580.00
87	Mitered End Section (MES) for 15/18" RCP (FDOT Index 272 Cross Drain)	EA	\$	2,400.00
88	Mitered End Section (MES) for 24" RCP (FDOT Index 272 Cross Drain)	EA	\$	2,880.00
89	Mitered End Section (MES) for 36" RCP (FDOT Index 272 Cross Drain)	EA	\$	4,500.00
90	Mitered End Section (MES) for 60" RCP (FDOT Index 272 Cross Drain)	EA	\$	9,000.00
91	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 15" RCP	EA	\$	2,700.00
92	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 18" RCP	EA	\$	3,660.00
93	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 24" RCP	EA	\$	4,860.00
94	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 30" RCP	EA	\$	7,020.00
95	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 36" RCP	EA	\$	9,180.00
96	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 42" RCP	EA	\$	12,600.00
97	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 48" RCP	EA	\$	15,420.00
98	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 54" RCP	EA	\$	21,000.00
99	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 60" RCP	EA	\$	25,200.00
100	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 12" x 18" E.R.C.P.	EA	\$	3,300.00

101	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 14" x 23" E.R.C.P.	EA	\$	3,900.00
102	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 19" x 30" E.R.C.P.	EA	\$	4,140.00
103	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 24" x 38" E.R.C.P.	EA	\$	5,340.00
104	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 29" x 45" E.R.C.P.	EA	\$	8,940.00
105	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 34" x 53" E.R.C.P.	EA	\$	11,820.00
106	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain)3 - 38" x 60" E.R.C.P.	EA	\$	14,700.00
107	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 43" x 68" E.R.C.P.	EA	\$	15,900.00
108	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 48" x 76" E.R.C.P.	EA	\$	18,300.00
109	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain) - 53" x 83" E.R.C.P.	EA	\$	19,500.00
110	Mitered End Section (MES) with Grates (FDOT Index 273 Side Drain)3 - 58" x 91" E.R.C.P.	EA	\$	21,900.00
111	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 15" R.C.P.	EA	\$	2,700.00
112	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 18" R.C.P.	EA	\$	3,660.00
113	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 24" R.C.P.	EA	\$	4,860.00
114	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 30" R.C.P.	EA	\$	7,020.00
115	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 36" R.C.P.	EA	\$	9,180.00
116	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 42" R.C.P.	EA	\$	12,600.00
117	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 48" R.C.P.	EA	\$	15,420.00
118	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 54" R.C.P.	EA	\$	21,000.00
119	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 60" R.C.P.	EA	\$	25,200.00
120	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 12" x 18" E.R.C.P.	EA	\$	3,300.00
121	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 14" x 23" E.R.C.P.	EA	\$	3,900.00
122	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 19" x 30" E.R.C.P.	EA	\$	4,140.00
123	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 24" x 38" E.R.C.P.	EA	\$	5,340.00
124	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 29" x 45" E.R.C.P.	EA	\$	8,940.00

125	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain)2 - 34" x 53" E.R.C.P.	EA	\$	11,820.00
126	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 38" x 60" E.R.C.P.	EA	\$	14,700.00
127	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 43" x 68" E.R.C.P.	EA	\$	15,900.00
128	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 48" x 76" E.R.C.P.	EA	\$	18,300.00
129	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 53" x 83" E.R.C.P.	EA	\$	19,500.00
130	Mitered End Section (MES) with Grates (FDOT Index 272 Cross Drain) - 58" x 91" E.R.C.P.	EA	\$	21,900.00
131	Precast/Pour-in-Place Box Culvert (3' x 4')	CY	\$	1,500.00
132	Precast/Pour-in-Place Box Culvert (3' x 5')	CY	\$	1,560.00
133	Precast/Pour-in-Place Box Culvert (4' x 5')	CY	\$	1,620.00
134	Precast/Pour-in-Place Box Culvert (10' x 3')	CY	\$	1,680.00
135	Precast/Pour-in-Place Box Culvert (10' x 5')	CY	\$	1,740.00
136	Precast/Pour-in-Place Box Culvert (3'x4') / (4'x3') 6' or Greater*	CY	\$	1,500.00
137	Precast/Pour-in-Place Box Culvert (4'x5') 6' or Greater*	CY	\$	1,620.00
138	Precast/Pour-in-Place Box Culvert (10'x3') 6' or Greater*	CY	\$	1,680.00
139	Precast/Pour-in-Place Box Culvert (10'x5') 6' or Greater*	CY	\$	1,740.00
140	12"x12" Precast Trench Drain	LF	\$	630.00
141	24"x24" Precast Trench Drain	LF	\$	1,050.00
142	Trench Drain (5' SW)	EA	\$	3,060.00
143	6" Underdrain w/ 2'x2' Rockbed	LF	\$	82.20
144	24" Retaining Wall 4"x12"	LF	\$	154.20
145	Reinforcing Steel	Lbs.	\$	4.20
146	Rip Rap	SY	\$	144.20
F. Concrete Removal				
Item #	Item Description	Unit of Measure		Item #
147	Concrete Removal (0" to 6" thick)	SY	\$	21.60
148	Curb & Gutter Removal	LF	\$	24.00
149	Curb Removal for Handicap Ramp Construct	LF	\$	24.00
G. Concrete Placement				
Item #	Item Description	Unit of Measure		Unit Price
150	Concrete Turn-Down, 4" thick (12" to 18" Deep)	LF	\$	39.00
151	Installation of 4" thick Concrete Sidewalk	SY	\$	61.80
152	Installation of 6" thick Concrete Sidewalk	SY	\$	73.80
153	Installation of County Standard Curb & Gutter	LF	\$	34.20
154	Installation of Type "F" Curb (DOT)	LF	\$	43.80
155	Installation of City Standard Header Curb	LF	\$	50.40
156	Concrete Ditch Pavement, NR, 4"	SY	\$	150.60
157	Flowable Fill (Excavatable FDOT Recipe)	CY	\$	570.00

158	Flowable Fill (High Early/Non-Excavatable)	CY	\$	810.00
159	6" Concrete Driveway	SY	\$	79.80
160	6" Concrete Driveway with Picture Frame Finish for Driveway	SY	\$	87.00
161	6" Concrete Driveway with Rock Salt Finish for Driveway	SY	\$	99.00
162	Special Inlet Boxes	CY	\$	5,100.00
163	Miscellaneous Concrete	CY	\$	1,800.00
164	Cast Inplace/Precast Manhole Top W/Ring and Cover	LS\	\$	2,700.00
165	Type C Inlet Pour-In-Place Wings	LS\	\$	2,100.00
166	Fiber Concrete	CY	\$	900.00
H. Handrail				
Item #	Item Description	Unit of Measure	Unit Price	
167	Aluminum Handrail (Non-Picket)	LF	\$	162.00
168	Aluminum Handrail (Picket)	LF	\$	270.00
I. Guardrail				
Item #	Item Description	Unit of Measure	Unit Price	
169	Guardrail	LF	\$	102.00
170	Guardrail Removal (metal guardrail only)	LF	\$	42.00
171	Guardrail Post Removal	EA	\$	18.00
172	Guardrail End Anchor Assembly Installation with Soft Stop ILO End Anchor	EA	\$	10,200.00
173	Miscellaneous Asphalt	TN	\$	540.00
J. Earth Work				
Item #	Item Description	Unit of Measure	Unit Price	
174	Clearing & Grubbing	ACRE	\$	9,000.00
175	Clearing and Grubbing (Including Trees UNDER 6" Diameter at Breast Height (DBH))	SY	\$	30.00
176	Unclassified/Unsuitable Excavation w/ Haul off	CY	\$	60.00
177	Roadway Shoulder Regrading (2' to 4' wide)	LF	\$	6.30
178	Roadway Shoulder Regrading (4' to 6' wide)	LF	\$	6.60
179	Roadway Shoulder Regrading (\geq 6' wide)	LF	\$	6.90
180	Excavation/Embankment (0' to 2' deep)	LF	\$	18.00
181	Excavation/Embankment (2' to 4' deep)	LF	\$	24.00
182	Excavation/Embankment (4' to 6' deep)	LF	\$	30.00
183	Fill A-3 Sand or Better (Contractor Supply)	CY	\$	39.00
184	Fill A-3 Sand or Better (County Supply Contractor Haul -- from SJC Sims Pit off of Holmes Blvd.)	CY	\$	34.20
185	Fill A-3 Sand or Better (County Supply and Haul if available)	CY	\$	29.40
186	57 Stone	TON	\$	102.00
187	Shrub Relocation and Replace (Due to location of work area)	EA	\$	60.00
188	Shrub Removal	EA	\$	24.00

189	Permitting and Tree Removal, (7" - 12") DBH	EA	\$	1,800.00
190	Permitting and Tree Removal, (13" - 24") DBH	EA	\$	2,400.00
191	Permitting and Tree Removal, (25" - 36") DBH	EA	\$	3,000.00
192	Permitting and Tree Removal, (37" - 48") DBH	EA	\$	4,200.00
193	Permitting and Tree Removal, greater than 48" DBH	EA	\$	6,600.00

K. Asphalt/Base Work

Item #	Item Description	Unit of Measure		Unit Price
194	Asphalt Pavement Removal 0 to 6"	SY	\$	48.60
195	Asphalt Pavement Removal 6" or Greater	SY	\$	60.60
196	Asphalt Sidewalk Removal	SY	\$	54.60
197	Asphalt Patch Repair, (Type SP 12.5 & Type SP 9.5) 2" or Greater	SY	\$	150.60
198	1" SP 9.5 Asphalt, (less than 1,500 SY)	SY	\$	58.20
199	1" SP 9.5 Asphalt, (greater than 1,500 SY)	SY	\$	39.00
200	1.5" SP 12.5 Asphalt, (less than 1,500 SY)	SY	\$	75.00
201	1.5" SP 12.5 Asphalt, (greater than 1,500 SY)	SY	\$	43.80
202	2" SP 12.5 Asphalt, (less than 1,500 SY)	SY	\$	84.60
203	2" SP 12.5 Asphalt, (greater than 1,500 SY)	SY	\$	58.20
204	4" SP 19 Asphalt, (less than 1,500 SY)	SY	\$	106.20
205	4" SP 19 Asphalt, (greater than 1,500 SY)	SY	\$	99.00
206	Mill Existing Asphalt, 0" - 1.5" Thickness, (less than 1,500 SY)	SY	\$	55.80
207	Mill Existing Asphalt, 0" - 1.5" Thickness, (greater than 1,500 SY)	SY	\$	63.00
208	Mill Existing Asphalt, 1.51" - 3" Thickness, (less than 1,500 SY)	SY	\$	70.20
209	Mill Existing Asphalt, 1.51" - 3" Thickness, (greater than 1,500 SY)	SY	\$	75.00
210	Mill Existing Asphalt, 3.1" - 6" Thickness, (less than 1,500 SY)	SY	\$	96.60
211	Mill Existing Asphalt, 3.1" - 6" Thickness, (greater than 1,500 SY)	SY	\$	111.00
212	Asphalt Millings	CY	\$	87.00
213	Rework Existing Limerock Prime & Seal	SY	\$	22.20
214	Limerock 12"	SY	\$	52.20

L. Striping

Item #	Item Description	Unit of Measure		Unit Price
215	Stripe Removal (12")	SF	\$	24.00
216	White/Yellow Striping (6")	LF	\$	36.00
217	Stripe Removal (6")	LF	\$	30.00
218	White Safety Walk Striping (12")	LF	\$	48.00
219	24" Striping (White)	LF	\$	48.00
220	Stripe Removal (24")	LF	\$	36.00

221	Thermoplastic Striping Solid Single White or Yellow	LF	\$	29.40
222	Raised Pavement Marker	EA	\$	42.00
M. Erosion Control/Grassing				
Item #	Item Description	Unit of Measure		Unit Price
223	Floating Turbidity Barrier	LF	\$	70.20
224	Erosion Control – Hay Bales	EA	\$	48.00
225	Erosion Control – Silt Barrier/Fabric	LF	\$	10.50
226	Grassing – Sod	SY	\$	13.50
227	Grassing – Seed & Mulch	SY	\$	5.10
228	Hydroseed/Hydromulch	SY	\$	7.80
N. Miscellaneous Items				
Item #	Item Description	Unit of Measure		Unit Price
229	Installation of New 6' Chain Link Fence	LF	\$	150.00
230	Mailbox Relocation (Using existing post)	EA	\$	90.00
231	Valve Box Adjustment	EA	\$	90.00
232	Handicap Ramps	EA	\$	2,100.00
233	ADA Tactile Surface Mat	EA	\$	540.00
234	Cross Walk Sign	EA	\$	1,110.00
235	Cross Walk Ahead Sign	EA	\$	1,350.00
236	Rapid Rectangular Flashing Beacon (RRFB), SJC Standard	EA	\$	9,420.00
237	By Pass Pump 6"	DAY	\$	900.00
238	By Pass Pump 8"	DAY	\$	1,200.00
239	By Pass Pump 10"	DAY	\$	1,500.00
240	By Pass Pump 12"	DAY	\$	1,800.00
O. Traffic Control Devices				
Item #	Item Description	Unit of Measure		Unit Price
241	PCMS (Portable Changeable Message Signs)	EA/DAY	\$	150.00
242	Pedestrian Control For Closure Of Sidewalks (FDOT Index No. 660)	EA/DAY	\$	150.00
243	Warning and Regulatory Signs In Work Zones (FDOT Index No. 600, Sheet 8)	EA/DAY	\$	198.00
244	Two-Lane, Two Way, Work on Shoulder (FDOT) Index No. 602)	EA/DAY	\$	210.00
245	Two-Lane, Two Way, Work Within the Travel Way (FDOT) Index No. 603)	EA/DAY	\$	210.00
246	Two-Lane, Two Way, Work In Intersection (FDOT Index No. 604)	EA/DAY	\$	318.00
247	Two-Lane, Two Way, Work Near Intersection (FDOT Index No. 605)	EA/DAY	\$	210.00
248	Two-Lane, Two Way, Work Within the Travel Way-Signal Control (FDOT Index No. 606)	EA/DAY	\$	360.00

249	Two-Lane, Two Way, Mobile Operation, Work on Shoulder and Work Within the Travel Way (FDOT Index No. 607)	EA/DAY	\$	390.00
250	Two-Lane, Two Way Temporary Diversion Connection (FDOT Index No. 608)	EA/DAY	\$	420.00
251	Multilane, Work On Shoulder (FDOT Index No. 612)	EA/DAY	\$	540.00
252	Multilane, Work Within Travel Lane Median or Outside Lane (FDOT Index No. 613)	EA/DAY	\$	540.00
253	Multilane, Work Within Travel Way, Center Lane (FDOT Index No. 614)	EA/DAY	\$	540.00
254	Multilane, Work In Intersection (FDOT Index No. 615)	EA/DAY	\$	780.00
255	Multilane, Work Near Intersection Median or Outside Lane (FDOT Index No. 616)	EA/DAY	\$	420.00
P. Task Order Performance and Payment Bond				
256	Task Order Performance and Payment Bond Cost Not to Exceed 2% of Task Order Total (For Project Task Orders Costing \$100,000.00 and greater)			2%

**BID NO: 22-112; As-Needed Construction Services for Countywide Roadway Drainage
& Infrastructure Maintenance
Master Contract No: 22-MCA-AWA-16963**

ACCEPTANCE OF NOTICE OF AWARD

The undersigned hereby acknowledges receipt of the Notice of Award and associated Contract Documents and certifies the intent of the awarded Bidder to perform the required services in accordance with the Contract Documents, St. Johns County Policy, as well as applicable rules, regulations and laws.

A.W.A. Contracting Co., Inc. this _____ day of _____, 2022.

By: Arthur Digitally signed
Signature of Authorized Representative by Arthur W Allen
Name: W Allen Date: 2022.10.24
(Please Type or Print)
Title: _____ 07:54:58 -04'00'
(Please Type or Print)

ST. JOHNS COUNTY
OCT 25 '22
PURCHASING



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

October 19, 2022

A.W.A. Contracting Co., Inc.
P.O. Box 601009
St. Johns, FL 32260
Attn: Arthur W. Allen, President

BID NO: 22-112; As-Needed Construction Services for Countywide Roadway Drainage & Infrastructure Maintenance - Master Contract No: 22-MCA-AWA-16963

St. Johns County hereby Issues this Notice of Award to A.W.A. Contracting Co., Inc. as a responsive, responsible Bidder to provide the services specified under Bid No: 22-112. The final, approved Contract is attached to this notice for an authorized representative of A.W.A. Contracting Co., Inc. to sign and return in accordance with the following instructions:

Attached, via email, is an electronic copy of the Contract and an Acceptance of this Notice of Award. Please sign, date, seal (if applicable) and return all of the following within ten (10) consecutive calendar days of receipt of this Notice:

- 1. The Contract signed by an authorized representative. Contract may be printed, signed, scanned and emailed or mailed via USPS, or may be digitally signed (using a secure electronic signature platform such as DocuSign or HelloSign) and returned via email to the contact identified below. If the authorized representative is not a Principal of the firm, or a Delegation of Authority Letter has not been provided, then one must be provided with the signed copy of the Agreement. Please date only the signature page of the Contract.
2. The Acceptance of the Notice of Award (2nd page of this notice), signed by an authorized representative.
3. All applicable Certificates of Insurance as stated in Article 12 of the Contract.

NOTE: In accordance with the Bid Documents, failure to return the required contract documents within the time shown above shall be grounds for cancellation of this Award.

All Documents must be returned to Diana M. Fye, BAS, CPPB, Senior Procurement Coordinator, via email to dfye@sjcfl.us. Upon signature by the County, a fully executed copy of the Contract will be returned to your firm.

Should you have any questions please don't hesitate to call Diana M. Fye at (904) 209-0162.

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

Handwritten signature of Leigh A. Daniels

Leigh A. Daniels, CPPB
Purchasing Manager
ST JOHNS COUNTY (904) 209-0154 - Direct
ldaniels@sjcfl.us

Date: 10/19/22

OCT 25 '22
PURCHASING