

RESOLUTION NO. 2023 - 439

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 24-03; CONSTRUCTION OF CR2209 EXTENSION CENTRAL SEGMENT TO JB COXWELL CONTRACTING, INC AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the County is progressing with the project to construct the County Road 2209 (CR2209) Extension Central Segment, which is a four-lane major collector road from Silverleaf Drive to State Road 16, and includes a twelve foot (12') multi-use path, five foot (5') sidewalks, associated stormwater pond (SMF-Z-01) and installation of force main, water transmission main and reclaimed water main; and

WHEREAS, through the County's formal Bid process, JB Coxwell Contracting, Inc was the lowest, responsive, responsible, bidder, with a total not to exceed price of \$38,033,964.36 for the Base Bid and all Alternates as shown on the Bid Form; and

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

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

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 24-03 to JB Coxwell Contracting, Inc as the lowest, responsive, responsible bidder.

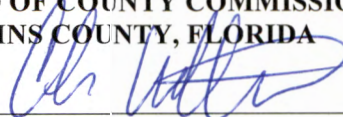
Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for the completion of the project as specifically provided in Bid No: 24-03.

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

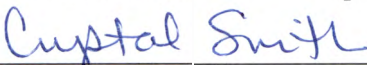
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Rendition Date: NOV 08 2023

By:   
Christian Whitehurst, Chair

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

By:   
Deputy Clerk





MASTER CONSTRUCTION AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONTRACTOR

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

**Table of Contents**

ARTICLE I CONTRACT DOCUMENTS..... 4

1.1 The Contract Documents .....4

1.2 Definitions.....5

1.3 Ownership of Contract Documents .....7

ARTICLE II THE WORK ..... 7

2.1 Project Description.....7

2.2 Labor and Materials .....7

2.3 Project Sequencing/Arrangement.....7

2.4 Payment of Costs .....7

2.5 Cleaning the Jobsite .....7

2.6 Reporting Requirements .....8

2.7 Title and Risk of Loss .....8

2.8 Access to Work .....8

2.9 Utilities.....8

2.10 Existing Utility Lines .....8

2.11 Taxes .....8

2.12 Publicity and Advertising.....9

ARTICLE III CONTRACT TIME ..... 9

3.1 Contract Time .....9

3.2 Time is of the Essence .....9

3.3 Substantial Completion.....9

3.4 Final Inspection.....10

3.5 Liquidated Damages .....10

3.6 Disclaimer of Consequential Damages .....11

ARTICLE IV CONTRACT PRICE AND PAYMENT..... 11

4.1 Contract Price.....11

4.2 Schedule of Values.....11

4.3 Measurement and Payment .....12

4.4 Progress Payments .....12

4.5 Application for Payment .....12

4.6 Withheld Payment.....13

4.7 Final Payment .....14

ARTICLE V	CONTRACTOR RESPONSIBILITIES .....	14
5.1	Performance .....	14
5.2	Authorized Representative .....	15
5.3	Environmental, Safety and Health .....	15
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	CONTRACT DISPUTES/CLAIMS .....	17
8.1	Contract Claims.....	17
ARTICLE IX	CHANGES IN THE WORK .....	18
9.1	General.....	18
9.2	Changes in the Contract Time.....	19
9.3	Changes in the Contract Price.....	19
9.4	Acceptance of Change Orders.....	20
9.5	Notice to Sureties .....	20
9.6	Differing Site Conditions .....	20
ARTICLE X	UNCOVERING WORK, STOPPING WORK,.....	20
	AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK .....	20
10.1	Uncovering Work.....	20
10.2	Right to Stop Work .....	21
10.3	County May Accept Defective or Nonconforming Work.....	21
ARTICLE XI	CONTRACT SUSPENSION AND TERMINATION .....	21
11.1	Suspension .....	21
11.2	Termination.....	21
ARTICLE XII	WARRANTY AND INDEMNITY .....	22
12.1	Warranty .....	22
12.2	Indemnity .....	23
ARTICLE XIII	INSURANCE AND BONDS.....	24
13.1	Contractor’s Insurance Requirements.....	24
13.2	Additional Insured Endorsements and Certificate Holder .....	24
13.3	Workers Compensation.....	24
13.4	Commercial General Liability .....	24
13.5	Automobile Liability .....	24
13.6	Additional Coverages.....	25
13.7	Other Requirements .....	26
13.8	Payment and Performance Bonds .....	26
ARTICLE XIV	MISCELLANEOUS .....	26
14.1	Independent Contractor.....	26

14.2	Examination of Contractor’s Records.....	26
14.3	Backcharges .....	26
14.4	Applicable Law .....	27
14.5	Governing Law & Venue.....	27
14.6	Assignment .....	27
14.7	Severability .....	27
14.8	Section Headings.....	27
14.9	Disclaimer of Third-Party Beneficiaries .....	27
14.10	Waiver; Course of Dealing .....	27
14.11	No Waiver of Sovereign Immunity .....	27
14.12	Execution in Counterparts.....	27
14.13	Entire Contract .....	28
14.14	Survival .....	28
14.15	Employment Eligibility and Mandatory Use of E-Verify .....	28
14.16	Equal Employment Opportunity .....	28
14.17	Public Records .....	29
14.18	Anti-Bribery .....	30
14.19	Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.....	30
14.20	Written Notice.....	30
	CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS .....	33
	CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN .....	34

This Master Construction Agreement (“Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **J.B. COXWELL CONTRACTING, INC.**, (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 5741 Lloyd Road West, Jacksonville, FL 32254, Phone: (904) 786-1120, and E-mail: [cblank@jbcowell.com](mailto:cblank@jbcowell.com), for **IFB NO: 23-04; CR 2209 EXTENSION CENTRAL SEGMENT – FDOT FPN 447333-1-54-01, 447333-2-54-01, AND 447333-3-54-01** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

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

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

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

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County’s Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
  - i. Exhibit A – Construction Plans
  - ii. Exhibit B – FDOT State-Funded Grant Agreement 447333-1-54-01
  - iii. Exhibit C – FDOT State-Funded Grant Agreement 447333-2-54-01
  - iv. Exhibit D – FDOT State-Funded Grant Agreement 447333-3-54-01
  - v. Exhibit E – Davis Bacon Wage Determination – Heavy FL 20230135
  - vi. Exhibit F – Davis Bacon Wage Determination – Highway FL20230189
  - vii. Exhibit G – US Army Corps of Engineers Permit SAJ-2004-4731
  - viii. Exhibit H – SJRWMD Permit 99446-91
  - ix. Exhibit I – FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts
- e) Bonds and Insurance furnished by the Contractor
- f) IFB Documents, Bid Forms, with all addenda thereto for IFB No: 24-03

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor's submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

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

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

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

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

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

## **1.2 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.3 Ownership of Contract Documents**

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

## **ARTICLE II THE WORK**

### **2.1 Project Description**

The CR2209 Extension Central Segment Project requires the Contractor to provide any and all labor, materials, equipment, tools, transportation, supplies, maintenance of traffic, coordination of utilities, and administration necessary to complete the Work in accordance with the Contract Documents. The Project includes the construction of a four-lane major collector road from Silverleaf Drive to State Road 16, a twelve-foot (12') multi-use path, five-foot (5') sidewalks, associated stormwater pond (SMF-Z-01), and installation of a force main, water transmission main and reclaimed water main.

### **2.2 Labor and Materials**

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

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

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

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

### **2.3 Project Sequencing/Arrangement**

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

### **2.4 Payment of Costs**

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

### **2.5 Cleaning the Jobsite**

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work,



Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

## **2.6 Reporting Requirements**

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

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

## **2.7 Title and Risk of Loss**

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

## **2.8 Access to Work**

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

## **2.9 Utilities**

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

## **2.10 Existing Utility Lines**

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

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

## **2.11 Taxes**

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

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

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

## **2.12 Publicity and Advertising**

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

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

## **2.13 County Furnished Items**

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

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

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

# **ARTICLE III CONTRACT TIME**

## **3.1 Contract Time**

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County’s Notice to Proceed and shall substantially complete all Work within **seven hundred (700)** consecutive calendar days as may be extended pursuant to Paragraph 9.2 of this Contract. Final Completion shall be reached within **thirty (30)** consecutive calendar days after Substantial Completion.

3.1.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor’s schedule for completing the Work. Contractor’s schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work. By way of illustration and not exclusion, Contractor’s schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

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

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

## **3.3 Substantial Completion**

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

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

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

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

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

### **3.4 Final Inspection**

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

### **3.5 Liquidated Damages**

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.5.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$7,625** per day for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated

Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

### **3.6 Disclaimer of Consequential Damages**

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

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

### **4.1 Contract Price**

4.1.1 As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein, a not-to-exceed Price for Base Bid of twenty-five million nine hundred ninety-four thousand two hundred forty-nine dollars thirty-nine cents (\$25,994,249.39), a not-to-exceed Price for Bid Alternate #1 of four million seven hundred thirty thousand five hundred eighty-three dollars sixteen cents (\$4,730,583.16), a not-to-exceed Price for Bid Alternate #2 of two million five hundred eighteen thousand five dollars twenty-two cents (\$2,518,005.22), a not-to-exceed Price for Bid Alternate #3A of three million nine hundred thirty-two thousand nine hundred twenty-three dollars seventy-six cents (\$3,932,923.76), a not-to-exceed Price for Bid Alternate #3B of two million three hundred fifty-two thousand three dollars sixty-eight cents (\$2,352,03.68), and a reduction of one million four hundred ninety-three thousand eight hundred dollars eight-five cents (\$1,493,800.85) for Bid Alternate #4, for a total not-to-exceed price of **Thirty-Eight Million Thirty-Three Thousand Nine Hundred Sixty-Four Dollars Thirty-Six Cents (\$38,033,964.36)**, the "Contract Price".

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

### **4.2 Schedule of Values**

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

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

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

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

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

### **4.3 Measurement and Payment**

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

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

### **4.4 Progress Payments**

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

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

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

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

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

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

### **4.5 Application for Payment**

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

- a) Contract Number;

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

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

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

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

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

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

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

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

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

#### **4.6 Withheld Payment**

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

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;

- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

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

#### **4.7 Final Payment**

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

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

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

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

### **ARTICLE V CONTRACTOR RESPONSIBILITIES**

#### **5.1 Performance**

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

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

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

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by

any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

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

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

## **5.2 Authorized Representative**

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

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

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

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

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

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

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

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable



Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

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

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

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

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

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

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

## ARTICLE VI PROJECT MANAGER

### 6.1 Project Manager Responsibilities

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

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

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

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the County for

payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

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

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

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

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

## **6.2 Field Orders**

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

## **ARTICLE VII SUBCONTRACTORS**

### **7.1 Award of Subcontracts**

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

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

## **ARTICLE VIII CONTRACT DISPUTES/CLAIMS**

### **8.1 Contract Claims**

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

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

Department.

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

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

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

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

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

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

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

## **ARTICLE IX CHANGES IN THE WORK**

### **9.1 General**

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 9.2 and 9.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

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

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

## **9.2 Changes in the Contract Time**

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

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

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

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

## **9.3 Changes in the Contract Price**

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

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

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

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

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

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

#### **9.4 Acceptance of Change Orders**

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

#### **9.5 Notice to Sureties**

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

#### **9.6 Differing Site Conditions**

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

The failure by Contractor to provide written notice as provided in this Paragraph 9.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

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

#### **10.1 Uncovering Work**

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

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is

not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

### **10.2 Right to Stop Work**

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

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

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

## **ARTICLE XI CONTRACT SUSPENSION AND TERMINATION**

### **11.1 Suspension**

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

### **11.2 Termination**

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

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

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

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said

notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

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

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

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

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

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

## **ARTICLE XII WARRANTY AND INDEMNITY**

### **12.1 Warranty**

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

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

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

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

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

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

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

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

## **12.2 Indemnity**

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

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

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

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

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

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



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

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

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

## **ARTICLE XIII INSURANCE AND BONDS**

### **13.1 Contractor's Insurance Requirements**

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

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

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

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

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

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

### **13.3 Workers Compensation**

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

### **13.4 Commercial General Liability**

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

### **13.5 Automobile Liability**

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

### 13.6 Additional Coverages

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

#### 13.6.1 Professional Liability.

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

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

#### 13.6.2 Builders Risk.

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

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

13.6.2.3 The Builder's Risk insurance shall:

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

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 13.6.2.3 above shall not exceed \$250,000.

### **13.7 Other Requirements**

The required insurance limits identified in Sections 13.4, 13.5, and 13.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

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

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

### **13.8 Payment and Performance Bonds**

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

## **ARTICLE XIV MISCELLANEOUS**

### **14.1 Independent Contractor**

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

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

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

### **14.3 Backcharges**

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

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

#### **14.4 Applicable Law**

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

#### **14.5 Governing Law & Venue**

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

#### **14.6 Assignment**

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

#### **14.7 Severability**

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

#### **14.8 Section Headings**

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

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

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

#### **14.10 Waiver; Course of Dealing**

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

#### **14.11 No Waiver of Sovereign Immunity**

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

#### **14.12 Execution in Counterparts**

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

(such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

#### **14.13 Entire Contract**

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

#### **14.14 Survival**

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

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

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

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

#### **14.16 Equal Employment Opportunity**

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

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

employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **14.17 Public Records**

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and

following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

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

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

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

#### **14.18 Anti-Bribery**

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

#### **14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies**

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

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

#### **14.20 Written Notice**

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

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or

- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Purchasing Director  
Email Address: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

J.B. Coxwell Contracting, Inc  
5741 Lloyd Road W  
Jacksonville, FL 32254  
Attn: Chris Blank, CPO  
Email Address: [cblank@jbcowell.com](mailto:cblank@jbcowell.com)

*With a copy to:*

St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: [dmigut@sjcfl.us](mailto:dmigut@sjcfl.us)

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

\*\*\*\*\*



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

**County:**

St. Johns County (Seal)  
(Typed Name)

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

Jaime Locklear  
(Printed Name)

Purchasing Director  
(Title)

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

**Contractor:**

J.B. Coxwell Contracting, Inc (Seal)  
(Typed Name)

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

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

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

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

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

By: \_\_\_\_\_  
(Deputy Clerk)

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

**Legally Sufficient:**

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

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

FORM 1  
**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Contract No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

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

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

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

Contractor \_\_\_\_\_

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

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

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

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

NOTARY PUBLIC:

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

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

(NOTARY SEAL)  
 My commission expires:

FORM 2

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

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

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

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

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

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

*None*

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

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

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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



ST. JOHNS COUNTY, FL  
 BID TABULATION

BID NUMBER: 24-03 - CR 2209 Extension Central Segment  
 AND TITLE: - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

OPENING DATE: 10/18/2023  
 OPENED BY: Diana M. Fye *[Signature]*  
 VERIFIED BY: Bryan Matus *[Signature]*  
 POSTING DATE: 10/19/2023

BIDDERS	BASE BID	BID ALTERNATE NO: 1	BID ALTERNATE NO: 2	BID ALTERNATE NO: 3A	BID ALTERNATE NO: 3B	BID ALTERNATE NO: 4	TOTAL NOT TO EXCEED BID (BASE BID + ALTERNATES)
J.B. Coxwell Contracting	\$25,994,249.39	\$4,730,583.16	\$2,518,005.22	\$3,932,923.76	\$2,352,003.68	-\$1,493,800.85	\$38,033,964.36
Baker Constructors, Inc.	\$28,814,938.96	\$5,651,014.54	\$2,994,920.25	\$4,528,812.47	\$2,709,917.94	-\$1,909,684.50	\$42,789,919.66
Watson Civil Construction, Inc.	\$32,236,298.38	\$5,377,600.70	\$2,734,526.75	\$4,461,067.00	\$2,811,730.00	-\$801,250.00	\$46,819,972.83

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

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

OFFICIAL COUNTY BID FORM (REVISED PER ADDENDUM NO. 1)  
ST. JOHNS COUNTY, FLORIDA

PROJECT: CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

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

DATE SUBMITTED: 10/18/2023

**BID PROPOSAL OF**

J.B. Coxwell Contracting, Inc.

Full Legal Company Name

6741 Lloyd Rd W Jacksonville, FL 32254

(904)786-1120

(904) 783-2970

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 24-03; CR 2209 Extension Central Segment - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

**BASE BID: INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY:** (As per Exhibit A – Construction Plans)

The Base Bid includes all work to construct the project from International Golf Parkway to Silverleaf Parkway, as shown on the base bid plan sheets.

\$ 25,994,249.39

Base Bid Not-To-Exceed Price (Numerical)

twenty-five million nine hundred ninety-four thousand two hundred forty-nine and 39 /100 Dollars

Base Bid Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Base Bid Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY:** (As per plans – Exhibit B – Alt. #1 Plans)

Bid Alternate No. 1 shall consist of all work to construct the project from station 244+50 on CR 2209 to International Golf Parkway. This shall also include complete construction of Pond Z-01 including all inflow and outflow pipes and structures. This includes all work south of the milling limits on International Golf Parkway to Station 244+50 as shown on the complete project plan sheets. This includes the construction of all required traffic signal work, however, the Bidder shall include the additional signal work above the Base Bid signal work.

\$ 4,730,583.16

Bid Alternate No. 1 Not-To-Exceed Price (Numerical)

four million seven hundred thirty thousand five hundred eighty-three and 16 /100 Dollars

Bid Alternate No. 1 Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Bid Alternate No. 1 Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16:** (As per plans – Exhibit A – Construction Plans)

Bid Alternate No. 2 shall consist of all work to construct the project from State Road 16 (SR 16) to Station 244+50. This includes all work from SR 16 to Station 244+50 as shown on the complete project plan sheets.

\$ 2,518,005.22  
Bid Alternate No. 2 Not-To-Exceed Price (Numerical)

two million five hundred eighteen thousand five and 22 /100 Dollars  
Bid Alternate No. 2 Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Bid Alternate No. 2 Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 3A – SJCUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS:** (As per plans – Exhibit C – Alt. #3 Plans)

Bid Alternate No. 3A shall consist of all work to construct the SJCUD force main and reclaimed transmission mains, and associated valves, fittings, fire hydrants, locate wire boxes, and other materials and labor required to adhere to SJCUD standards and details. Bidder shall utilize the plans included with this Bid Alternate along with the pay items and estimated quantities provided in the unit cost forms.

\$ 3,932,923.76  
Bid Alternate No. 3A Not-To-Exceed Price (Numerical)

three million nine hundred thirty-two thousand nine hundred twenty-three and 76 /100 Dollars  
Bid Alternate No. 3A Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Bid Alternate No. 3A Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 3B – SJCUD WATER TRANSMISSION MAIN:** (As per plans – Exhibit C – Alt. #3 Plans)

Bid Alternate No. 3B shall consist of all work to construct the SJCUD water transmission main associated valves, fittings, fire hydrants, locate wire boxes, and other materials and labor required to adhere to SJCUD standards and details. Bidder shall utilize the plans included with this Bid Alternate along with the pay items and estimated quantities provided in the unit cost forms.

\$ 2,352,003.68  
Bid Alternate No. 3B Not-To-Exceed Price (Numerical)

two million three hundred fifty-two thousand three and 68 /100 Dollars  
Bid Alternate No. 3B Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Total Bid Alternate No. 3B Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**TOTAL NOT-TO-EXCEED PROJECT BID PRICE:** (Base Bid + Bid Alternate #1 + Bid Alternate #2 + Bid Alternate #3A + Bid Alternate #3B)

\$ 39,527,765.21  
Total Bid Project Not-To-Exceed Price (Numerical)

thirty-nine million five hundred twenty-seven thousand seven hundred sixty-five and 21 /100 Dollars  
Total Bid Project Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Total Not-To-Exceed Project Bid Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 4 – BOX CULVERT DEDUCTIVE ALTERNATE:**

Bid Alternate No. 4 shall consist of a reduction in cost to have the triple 12' x 8' box culvert constructed by others, including the connection to the existing culverts, construction of the 12'x8' cells, construction of the western headwall, handrail, and construction of the ditch pavement. If this bid alternate is selected by the County, Contractor will be required to coordinate work with the box culvert contractor.

\$ (1,493,800.85)  
Bid Alternate No. 4 Not-To-Exceed Price (Numerical)

( one million four hundred ninety-three thousand eight hundred and 85 /100 Dollars )  
Bid Alternate No. 4 Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Total Bid Alternate No. 4 Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

The Total Not-To-Exceed Prices submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Not-To-Exceed Prices above shall be the final price charged to the County for work performed.

The Not-To-Exceed Prices offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

**BID NO: 24-03; CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

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

No.:   1   Date Received: 09/22/23      No.:   4   Date Received: 10/11/23  
No.:   2   Date Received: 09/27/23  
No.:   3   Date Received: 10/03/23

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

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

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


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




**BID NO: 24-03; CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

**CORPORATE/COMPANY**

Full Legal Company Name: J.B. Coxwell Contracting, Inc. (Seal)

By:  Wayne Williford Secretary/Treasurer  
Signature of Authorized Representative (Name & Title typed or printed)

By:  Chris Blank Chief Operating Officer  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 6741 Lloyd Road W Jacksonville, FL 32254

Telephone No.: (904) 786-1120 Fax No.: (904) 783-2970

Email Address for Authorized Company Representative: oblank@jbcxwell.com

Federal I.D. Tax Number: 59-3666875 DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_ (Signature)  
(Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

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

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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>J.B. Coxwell Contracting, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>6741 Lloyd Road West</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Jacksonville, FL 32254</b>		
List account number(s) here (optional)		

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

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>Employer identification number</b>	
5 9 - 3 6 6 6 8 7 5	

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>11/10/23</u>
------------------	----------------------------	------------------------

**General Instructions**

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

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



## ADDENDUM #1

September 22, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-03; CR 2209 Extension Central Segment - FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

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

### **Revisions/Clarifications:**

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

1. A pdf file for Exhibit A – Base Bid Plan Sheets prepared on 11" x 17" sized paper have been uploaded to [www.DemandStar.com](http://www.DemandStar.com).
2. The following Sheets of the Construction Plans from Bid Document "Exhibit A – Base Bid Plan Sheet" have been revised: Sheets 3, 4, 7, 9A, 73, 75, 78, 140, and 142. The revised plan sheets have been uploaded to [www.DemandStar.com](http://www.DemandStar.com) and are provided with this Addendum.
3. MicroStation and CAD files have been placed on the Engineer of Record's FTP site at the following link, which will be available for download until October 11, 2023:  
<https://files.etminc.com/folders/3wegdy38>
4. **Revised Exhibit C – Construction Plans – Bid Alt. No. 3A and Bid Alt. No. 3B** have been uploaded to [www.DemandStar.com](http://www.DemandStar.com) and are provided with this Addendum.
5. **Revised Attachment "Q" – Unit Prices for Adjustments/Schedule of Values** is provided with this Addendum adding pay items for Cut Off Walls required for the pond construction for the Base Bid, Subsoil Excavation (Contingency) in Bid Alternates 1 and 2, and changes to Bid Alternate No. 3B regarding quantity for Pay Item #4 (20" 45 Degree Bends) and addition of pay items 13 through 17 for Raw Water Main. The revised Attachment "Q" is attached to this Addendum, and has been uploaded to [www.DemandStar.com](http://www.DemandStar.com) as a fillable Excel document.
6. **Revised Official County Bid Form** is provided with this Addendum to add "Bid Alternate No. 4 – Box Culvert Deductive Alternate" which shall consist of a reduction in cost to have the triple 12' x 8' box culvert constructed by others, including the connection to the existing culverts, construction of the 12'x8' cells, construction of the western headwall, handrail, and construction of the ditch pavement. If this bid alternate is selected by the County, contractor will be required to coordinate work with the box culvert contractor.



Failure to use the Revised Official County Bid Form may result in the submittal being deemed non-responsive.

7. For clarification, this is not a "unit priced" bid. Bid components for the Official County Bid Form are "Not-To-Exceed" pricing for the Base Bid, Bid Alternate No. 1, Bid Alternate No. 2, Bid Alternate 3A, and Bid Alternate 3B. Attachment "Q" in the Bid document is only used as a Schedule of Values in the event a change order to the executed contract is necessary due to changes/modifications to the work.
8. Erosion control measures, clearing, grading, excavation, and sodding of ponds SMF AA-01, SMF A-10, SMF AA-02, SMF P-02, and SMF P-01 will be performed by others that will be contracted by White's Ford Timber. White's Ford Timber intends to sell excavated material from the ponds to the County's roadway contractor for this project. White's Ford Timber will complete excavation of the stormwater ponds on or before July 11, 2025. Inquiries regarding the purchase of the excavated material can be directed to Kim Bryan, [kbryan@hutsoncompanies.com](mailto:kbryan@hutsoncompanies.com)

Under this County contract for CR 2209, Contractors will be responsible for coordinating with White's Ford Timber for the following work required to complete the roadway project:

- a) Installation of storm drains into and out of the ponds
  - b) Installation of control structures
  - c) Installation of cut-off walls shown on the plans.
  - d) Additionally, unsuitable material may be disposed of below the bottom depths in the ponds, provided a minimum of 24" of suitable material is placed between any unsuitable material and the bottom elevation of the pond.
9. The following verbiage has been added to the Bid Document and the Revised Bid Document has been uploaded to [www.DemandStar.com](http://www.DemandStar.com).
- a) **EQUAL EMPLOYMENT OPPORTUNITY**  
In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the work.
  - b) **PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**  
Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body shall not give preference to a Bidder based on the Bidder's social, political, or ideological interests.
  - c) **Attachment "R" – Equal Opportunity Report Statement** has been added to the Bid document and is attached to this Addendum.



**Questions/Answers:**

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

1. The plans provided through DemandStar are not to scale. Please upload plans to scale so we can print and use. Thanks.

**Answer: Revised plans have been uploaded to Demandstar. Plans are prepared on 11" x 17" paper.**

2. I have downloaded the plans for this project a couple of times. They keep coming through as 8.5x11 size which make the scaling inaccurate. Can you check this? It is the same for the base set and both alternate sets.

**Answer: Revised plans have been uploaded to Demandstar. Plans are prepared on 11" x 17" paper.**

3. The Army Corps permit is set to expire in March of 2024. Will the County be renewing it?

**Answer: The Army Corps of Engineers (ACOE) permit cannot be renewed. Contractor shall complete clearing and grubbing of all areas within the limits of the base bid before March 30, 2024. Currently a NTP date of December 11, 2023 is anticipated.**

4. The Army Corps permit requires a great deal of mitigation of wetlands amongst other work. Is the Contractor responsible for any mitigation? If so, it is not clear to what extent. Please elaborate further.

**Answer: The contractor is not responsible for wetland mitigation associated with this project as it has already been completed.**

5. Plans and profiles do not address removal and replacement of unsuitable soils below grade under the roadway section. Typically, roadway plans would identify these areas. Can you provide me with this information if subsoil excavation is necessary?

**Answer: Bidders shall familiarize themselves with all bid documents, including Geotechnical Engineering Report signed January 20, 2023. Based on the limited exploration included in this report, the plans do not specify any areas of subsoil removal.**

**The base bid includes a quantity of 20,000 CY of Subsoil Excavation which is included for contingency purposes should the contractor encounter soils within the roadway alignment not meeting Florida Department of Transportation (FDOT) Standard Index 120-001. This item includes the removal of all unsuitable material encountered but not shown on the plans, naturally occurring or otherwise, as required for roadway, drainage, and utility construction. This item also includes replacement of removed unsuitable material not shown in the plans with suitable fill in accordance with project specifications.**

6. Certain areas within the ditches require fill that meets Hydraulic Conductivity at 0.06 In/HR. Do we know if the soils excavated from the ponds meet this requirement? In addition, should we need dirt from offsite sources, there is no way to know for certain which specific sources would meet this requirement unless identified prior to the bid. Please advise.

**Answer: The hydraulic conductivity of soils within pond areas is unknown. It is the Bidder's responsibility to obtain soils meeting the hydraulic conductivity requirement within their bid, with the testing requirements outlined in the plans.**

7. Do you have plans that clearly define existing conditions and where demolition is required?



**Answer:** The Roadway Plan Sheets and Utility Adjustment Plan sheets depict existing topographic conditions. The contractor will be responsible for clearing the right of way as shown on the typical sections and erosion control sheets. Beyond the limit of new pavement construction at Sta. 405+01 and along International Golf Parkway, only existing elements conflicting with new construction or labeled to be removed shall be removed. There is no anticipated building demolition within the project.

8. The plans reference FDOT index 120-001. Please confirm special select soil is not required for this project.

**Answer:** The plans specify only the construction of a flexible, asphalt pavement roadway. Per FDOT Index 120-001, special select soils are not specified for flexible pavement roadways.

9. The Contract Document Bid Form does not provide quantities for all items. Please provide quantities for all items.

**Answer:** Contractors are to perform their own quantity take offs for the project and complete the quantities, unit prices, and total amounts for each pay item shown in Attachment "Q". The total amounts shown in Attachment "Q" shall equal the not to exceed prices entered for the base bid and bid alternates.

The base bid includes a testing allowance of \$150,000.00 that Contractors shall include in their total base bid. This allowance includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, concrete strength tests, etc. An allowance is provided for this item, but all reimbursements for this item will be made to the contractor based upon the actual testing company's invoices with no contractor mark-up. Contractor must obtain County approval of the testing company and testing rate schedule prior to utilizing on the project. Testing allowances have been added to each of the bid alternates as well.

Contractor is to provide unit costs for bid alternates 3A and 3B with the quantities provided in "Revised Attachment Q – Unit Prices for Adjustments/Schedule of Values" (see "Revisions/Clarifications #5" above). A revised typical section of the proposed utilities is included with this addendum (see "Revisions/Clarifications #4" above).

See the response to question #5 regarding the quantity for Subsoil Excavation.

10. The Contract Document Bid Form provides a quantity of 20,000 CY for Pay Item 0120 4 Subsoil Excavation. Please provide exactly what type of subsoil is anticipated, along with plan sheets or details showing location, depth, width, and length of the anticipated subsoil.

**Answer:** See the response to Question #5 regarding the Subsoil Excavation.

11. The Cross Sections in the Construction Plans do not provide excavation, embankment, and unsuitable quantities as is typically shown. Please provide.

**Answer:** This project was designed utilizing 3D models. These model files, along with the survey 3D surface, are included in the Microstation and CAD files (see above under "Revisions/Clarifications #3 for link to Microstation and CAD files).



12. Pond Plan sheets on Construction Plans do not show any embankment, excavation, or unsuitable quantities. Please provide.

**Answer: See response to question #11.**

13. How will the embankment, regular excavation, and unsuitable excavation be measured for progress payment?

**Answer: Measurement will be in accordance with FDOT Specification 120.**

14. Construction Plans for Bid Alternate 3 appear conceptual. Please provide plans showing all fittings, valves, restrained lengths, fire hydrants, ARV's, methods of tie in, and profile views for this work. We cannot begin work on pricing this until plans received.

**Answer: Bidders are to provide unit costs for Bid Alternates 3A and 3B based on the quantities provided in "Revised Attachment Q – Unit Prices for Adjustments/Schedule of Values" (see "Revisions/Clarifications #5" above). A typical section of the proposed utilities is included with this addendum (Sheet 9A – see "Revisions/Clarifications #2 above).**

15. It was discussed that a different SJC contract may be underway with the same project limits, during the CR 2209 Contract time, constructing underground utilities. Please define coordination requirements for each of these parties regarding scheduling, MOT, erosion control, access to the work, work restrictions, or any other conditions that may need to be considered.

**Answer: The County intends to contract separately for utility work between SR 16 to north of IGP. The extent of this work is shown on the utility adjustment sheets in the plans. The schedule for this work is anticipated to take place between December 2023 and July 2024. The Contractor is to include coordination with this project per FDOT Specification 8-4.4.**

16. Who will be the CEI?

**Answer: The Construction Engineering an Inspection (CEI) firm is unknown at this time.**

17. What is the warranty period?

**Answer: The warranty period for this project will be 12-months.**

18. You indicated at the pre-bid conference that the base bid work allows 15 months for construction. This is not enough time. 700 days is pushing it. The scope and value of the base bid needs 2 years. The specifications do not distinguish on time. Please consider 2 years for the base bid and additional time for the alternates combined.

**Answer: The Base Bid is to be based on a schedule not to exceed seven hundred (700) consecutive calendar days. No additional time will be granted if any of the bid alternates are selected.**

19. Without scaled plans, we are losing valuable time, please consider pushing out the bid date.

**Answer: There is no additional time allocated with this Addendum**

20. Could alternate 1 & alternate 2 be awarded without the other? That would not make sense.

**Answer: St. Johns County has the option to award Alternate #1 without Alternate #2. If awarded, Alternate #2 will not be awarded without Alternate #1 to maintain logical construction and geographic sequence.**



21. There are no subsoil contingency bid item for the alternates 1 & 2. Please consider since soils are known to be questionable south of IGP.  
**Answer: Attachment "Q" has been revised to include Subsoil Excavation (Contingency) amounts for bid alternates #1 and #2.**
22. When the quantities are provide, can you provide on a schedule of values in excel format?  
**Answer: Quantities are only provided for Bid Alternate No. 3A and 3B for the utility components. For Base Bid and Bid Alternates No. 1 and 2, Contractors are to perform their own quantity take offs for the project and complete the quantities, unit prices, and total amounts for each pay item shown in Attachment "Q" (See Question #9 above). A fillable Excel version of Revised Attachment "Q" has been uploaded to [www.DemanStar.com](http://www.DemanStar.com) for Bidders' use.**
23. I presume the bid item for reinforcing steel – roadway is for the box culvert. Please confirm.  
**Answer: Correct, Contractors shall include the quantity and unit price for Reinforcing Steel – Roadway for the construction of the triple box culvert.**
24. Can CAD files be provided?  
**Answer: See "Revisions/Clarifications #3" above.**
25. What is the budget for this project?  
**Answer: The project budget is approximately \$30 Million.**
26. Base Bid shows signal work but there is not enough details in the plans to provide pricing.  
**Answer: Signalization plans are shown on sheets 307-310.**
27. Do you have demo plans??  
**Answer: See the response to Question #7.**
28. What firm will be providing the CEI for the subject project?  
**Answer: See response to Question #16.**
29. With regards to alternate 3 utility items, please review the quantities and add connection bid items. Thanks.  
**Answer: See response to Clarification #4.**
30. The base bid plans include all work from SR16 to IGP. Please confirm Alternate 1 and Alternate 2 include all work shown on the base bid plans except for the signing and pavement markings which plans were submitted separately. Same for Alternate 2. Also, the alternate 1 signing and pavement markings plan has temporary barrier wall. How shall we price this since we do not know the duration of this wall. Please advise. Thanks.  
**Answer: That is correct. Bid Alternates 1 and 2 include the work shown on the "Base Bid Plans" between SR 16 and IGP only, except as modified with the Bid Alternate 1 and Bid Alternate 2 plan sheets. For the temporary barrier wall, include the price to furnish and install the wall that will be owned by the County at the completion of the project, and not removed.**






31. Will you be providing signing and pavement marking plans for Alternate 2?

**Answer: The signing and pavement markings associated with Bid Alternate 2 are the completed project pavement markings included with the "Base Bid Plans.**

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 11, 2023 @2:00 PM EDST**

**Bidder Acknowledgment:**

  
Signature

**Chris Blank / Chief Operating Officer**

Printed Name/Title Authorized Representative  
**J.B. Coxwell Contracting, Inc.**

Respondent Company Name

**END OF ADDENDUM NO. 1**



## ADDENDUM #2

September 27, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-03; CR 2209 Extension Central Segment - FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

### Revisions/Clarifications:

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

1. Correction to a prior response in Addendum #1 - Contractor shall complete clearing and grubbing of all areas within the limits of the base bid before March 26, 2024.
2. **Revised Attachment "Q" – Unit Prices for Adjustments/Schedule of Values** is provided with this Addendum adding pay items for Bid Alternate No. 3A and Bid Alternate No. 3B to include utility connections. The revised Attachment "Q" is attached to this Addendum, and has been uploaded to [www.DemandStar.com](http://www.DemandStar.com) as a fillable Excel document.

### Questions/Answers:

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

1. Are the driveway turnouts at station 291+80, 293+05, 296+00, 319+10, 319+30, 367+40, & 400+90 asphalt or concrete?  
**Answer: Driveway turnouts shall consist of asphalt pavement, base, and stabilized subgrade matching that of the adjacent roadway lane.**
2. The roadway sections are not clear on grassing requirements. Do all green areas and medians get seed & mulch?  
**Answer: All required grassing within the limits of construction shall be "Performance Turf, Sod", meeting Florida Department of Transportation (FDOT) specifications.**
3. Please provide a detail for Control Structure CS-AA-02.  
**Answer: The detail for CS-AA-02 is shown on sheet 141 of Bid Document "Exhibit A – Base Bid Plan Sheet".**
4. There is a bid item for 5" Limerock. Where is this used?  
**Answer: This base is utilized for temporary pavement. See note #20 on sheet 175 of Bid Document "Exhibit A – Base Bid Plan Sheet".**



5. There is a bid item for Rip Rap Rubble. Where is this used?  
**Answer: Riprap, Rubble, F&I, Ditch Lining shall be used where the plans call for "Filter Point Mat Ditch Paving" on sheet 76 of Bid Document "Exhibit A – Base Bid Plan Sheet". Rubble riprap shall be used in lieu of the filter point mat.**
6. With regards to subsoil excavation, does the replacement fill get paid in the same item? If not, how does replacement fill get paid?  
**Answer: Yes, the replacement of suitable fill associated with subsoil excavation will be paid for in the contingency item for subsoil excavation.**
7. Addendum #1 requires coordination with various Contractors scheduled to perform work within the project limits. It also contains advertisement of potential financial transaction on the project limits with Others. It is known that Whites Ford Timber and a separate utility Contractor are scheduled. Please define all Contractors that are contemplated to be used on this work, along with a copy of any Contracts or Agreements between SJC, these Contractors, or others that may be involved in this project, as is customary. We also request, in line with standard practice on FDOT funded projects, that SJC provide Utility Work schedules for these Contractors. This information is required to bid the project.  
**Answer: No additional information is available other than previously provided in Addendum #1 and with the original bid documents.**
8. Please review drainage pipe run Z-01-2 to CS-Z-01 on sheet 72. I believe this pipe run should be 36" and not 30". Please confirm  
**Answer: The pipe from CS-Z-01 to Z-01-2 shown on sheet 72 of Bid Document "Exhibit A – Base Bid Plan Sheet" (and the control structure detail on sheet 140) is 30" as noted.**
9. Please advise where exactly rip rap rubble is being installed?  
**Answer: See response to Question #5.**
10. Where do the two concrete weir controls structures get paid?  
**Answer: Items "Conc Class IV Retaining Walls (For Large Control Structures)" and "Reinforcing Steel – Retaining Wall (For Large Control Structures)" should be utilized in the unit cost form for CS-AA-02 and CS-AA-01-2**
11. There is no bid item for a 24x12 TS&V for the raw water main. How/where does this get paid? In fact there are no bid items for utility connections. Please advise.  
**Answer: Attachment "Q" – Unit Prices for Adjustments/Schedule of Values has been revised to include utility connections for Bid Alternate No. 3A and Bid Alternate No. 3B (see "Revisions/Clarifications #2 above).**



12. Please confirm the water and reuse mains between SR16 & IGP will be installed deep enough below existing grade. We are concerned that these mains could be compromised during the roadway construction if minimal cover from existing is not met.

**Answer: The minimum cover for the Force Main (FM) and Reclaim Water Transmission Mains (RCWM) is reduced to 36" to allow for additional fill from the future roadway construction.**

13. Please confirm that the alternates will not be awarded to any other contractors and there will be only one contractor.

**Answer: The Base Bid and any alternates, if accepted by the County, will be awarded to one (1) Contractor.**

14. If we have zero quantity for a bid item on your schedule of values, shall we leave blank?

**Answer: All items on the schedule of values in attachment "Q" shall include a unit price to be used in the event a change order to the executed contract is necessary due to changes/modifications to the work. Quantities submitted in attachment "Q" are to be determined by the Contractor.**

15. Please advise if the Right-of-Way (R/W) is sodded or seeded, and if both, please define the limits.

**Answer: See the response to Question #2.**

16. Please advise if the Right-of-Way (R/W), Station 323+00 to 400+00, is open for us to conduct test holes and if so, specify where access points are located.

**Answer: Contractors may conduct test holes within County Right-of-Way (ROW) provided the Contractor obtains utility locates per Florida Law. However, access is not cleared through the County's ROW and Contractors are not permitted to access private property unless the Contractor makes arrangements with property owner(s).**

17. The geotechnical report states topsoil exists from 6" to 12". Since none of the borings indicate topsoil depths, what should we assume for topsoil depth in our bid. In addition, if needed, at what point is subsoil excavation recognized?(Depth).

**Answer: No additional information is available. Contractors will be required to clear, grub, and place embankment material in accordance with FDOT specifications.**

18. There is a data sheet for the box culvert that shows us raising the height of the existing right headwall on the existing box culvert. This work is not shown on the plans. Please advise if we need to include this work or not.

**Answer: Yes, this work should be included. The right headwall extension detail is shown on sheet ST-2 of Bid Document "Exhibit A – Base Bid Plan Sheet".**

19. In alternates 1 & 2, there are bid items for signalization work however there are no plans! Please advise if these items are valid and if so, please provide plans.

**Answer: The "Supplemental Base Bid Plan Sheets", provided with this Addendum and uploaded to [www.Demandstar.com](http://www.Demandstar.com) as "Exhibit N", show the work that is required should the Base Bid be implemented, including roadway, signing and marking, and signalization. The Bid Alternate 1 signal work includes the additional signal work required to build the full signal as shown in the "Base Bid**



Plan Sheets". As described in the bid form, bidders shall include the additional signal work for bid alternate 1 above the base bid signal work.

20. Is there a new signal at SR16? If so, please send the plans ASAP. Thanks.

**Answer: No, there is not a proposed traffic signal at SR 16 included in this project.**

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 11, 2023 @2:00 PM EDST**

**Bidder Acknowledgment:**

Signature

Chris Blank / Chief Operating Officer

Printed Name/Title Authorized Representative  
J.B. Coxwell Contracting, Inc.

Respondent Company Name

**END OF ADDENDUM NO. 2**



### ADDENDUM #3

October 3, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-03; CR 2209 Extension Central Segment - FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

#### Revisions/Clarifications:

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

1. CHANGE TO BID DUE DATE:

**The Bid Due Date has been extended by one (1) week as follows:**

**Submittal Due Date: October 18, 2023 at 2:00 PM EDST**

2. **Revised Attachment "Q" – Unit Prices for Adjustments/Schedule of Values** is provided with this Addendum revising pay items for Bid Alternates #1 and #2. The revised Attachment "Q" is attached to this Addendum, and has been uploaded to [www.DemandStar.com](http://www.DemandStar.com) as a fillable Excel document.

#### Questions/Answers:

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

1. Addendum #1 Item 8 indicates the ponds will be constructed by Others on or before 7/11/25. Assuming the project starts 1/2/24, 78% of the Contract Time will then be exhausted before this work is complete, making achieving Scheduled Substantial Completion unrealistic. Please restore the procurement to original intent prior to Addendum #1, allowing the Contractor to complete all work as is customary and typical of projects administrated with Florida Department of Transportation (FDOT) funding?

**Answer: This is not possible due to the Development Agreement. Contractor shall coordinate with White's Ford per Addendum #1.**

2. Addendum #1 Item 5 states that the geotechnical exploration did not specify any areas of subsoil removal. If this is the case, that subsoil was not found, then why is there such a large additive quantity for subsoil removal and replacement? If this is a contingency, it should be made non additive to the bid total. Please clarify.

**Answer: The subsoil removal and replacement item is a contingency that will be included in the bid total to represent maximum sum of compensation.**



- Addendum #1 Item 8 contemplates pond completion by Others approximately 545 calendar days into Contract Time, yet the Contractor, in Addendum #1 Item 3, is required to clear and grub the entire site in the first 90 days and then maintain for additional 610 calendar days, both of which is unreasonable and unnecessary. It would seem more appropriate to have the site cleared by Others if the County is facing permit expiration. If the County maintains having a 3<sup>rd</sup> party for the pond work, within the Project limits and beyond the control of the Contractor, the Contract Time will need to be extended commensurately to approximately 1245 calendar days

**Answer: The contract duration is 700 days. The required clearing and grubbing by March 26, 2024 will be limited to wetland areas within roadway right-of-way and not include any ponds.**

- Addendum #1 Item 14 addresses the lack of utility plans by providing a typical section. Since no plans will be provided for this work, as built plans will be of no greater quality or detail that information provided by County. Please confirm.

**Answer: It is anticipated that final proposed utility plans will be available no later than February 1, 2024. As previously stated, Bidders are to provide unit costs for Bid Alternates 3A and 3B based on the quantities provided in "Attachment Q – Unit Prices for Adjustments/Schedules of Values". Any utility design changes will be addressed at that time.**

- Addendum #1 Item 5 states the warranty is 12 months. Standard FDOT funded projects is 24 months, and St. Johns County is 26 months. How did this change?

**Answer: The warranty period for this project is 12 months.**

- What is the funding source for the pond excavation since it is being removed from the Contract?

**Answer: The ponds are privately owned and development agreement requires them to dig and dispose of the dirt prior to 7/11/2025. This agreement does exclude pond SMF Z-01 being constructed in Alt 1.**

- Addendum two does not explain why we still have bid items in Alternate 2 for signal work. If there is no signal at SR16, then why are there still bid items?

The base bid has less items to bid alternates. Bid alternate 1 and 2 have the signal items with different station numbers. Pay item 660-4-11 and 670-5-500 are not in the base bid.

CONTRACTOR SHALL CAREFULLY PULL FIBER OPTIC CABLE FROM EXISTING CABINET TO NEAREST PULL BOX LOCATION, REMOVE THE EXISTING PULL BOX, INSTALL NEW CONDUIT AND NEW PULL BOX NEAR THE RELOCATED CABINET LOCATION, CONNECT THE NEW CONDUIT WITH THE OLD CONDUIT, AND RECONNECT THE FIBER OPTIC CABLE INTO THE RELOCATED CABINET.

1 AS 670-5-500

**Answer: Attachment "Q" has been revised to remove all traffic signal items from bid alternative #2. There is no traffic signal work associated with bid alternate #2. Contractors shall use the supplemental "Base Bid" sheets included in addendum #2 for the base bid. The complete 4-way traffic signal plan (as referenced the screen shot in the question) shall be used in bid alternate #1. However, as noted on the bid form, the bidder shall include only the additional signal work above the base bid signal work.**



8. There are 11 bid items in Alternate two that do not exist, and this is above and beyond all the signal bid items. We need better clarification.

**Answer: Attachment "Q" has been revised to remove all traffic signal items. There is no traffic signal work associated with bid alternate #2. Additional items have been removed from bid alternate #2 as well, as bid alternate #2 includes the work from SR 16 to Station 244+50.**

9. While we understand that questions for the project are closed, we discovered that the Plans appear to be missing existing grade elevation information, particularly for the pond areas. Please address the missing grade elevation information in addendum.

**Answer: Existing ground elevations can be obtained in the previously provided topographic survey file, along with the existing roadway profile and roadway cross sections (refer to Addendum #1 for the Engineer of Record's FTP site link).**

**SUBMITTAL DEADLINE FOR BIDS IS HEREBY CHANGED TO: WEDNESDAY, OCTOBER 18, 2023 @2:00 PM EDST**

**Bidder Acknowledgment:**

Signature

Chris Blank / Chief Operating Officer

Printed Name/Title Authorized Representative  
J.B. Coxwell Contracting, Inc.

Respondent Company Name

**END OF ADDENDUM NO. 3**





#### ADDENDUM #4

October 11, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 24-03; CR 2209 Extension Central Segment - FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

This Addendum #4 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

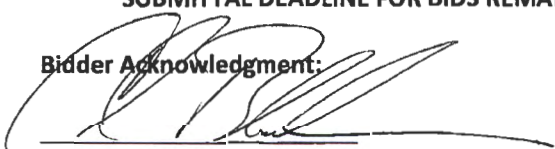
**Revisions/Clarifications:**

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

1. The County does not require that Bidders purchase excavated materials from the ponds from White's Ford Timber for use on the Work specified in the Invitation for Bids (IFB). Bidders shall make their own determination as to sourcing materials for use on the Work. Regardless of the sourcing of materials used on the Work, the awarded Contractor shall be responsible for coordinating with White's Ford Timber for the work described in 8 a) through d) of Addendum #1.
2. The County has provided 740 consecutive calendar days for the awarded Contractor to complete the Work specified under this IFB. Based upon the timeframe in the Development Agreement for the completion of the construction of the ponds by White's Ford Timber (on or before 7/11/25), the County believes that there is sufficient time for the project to be completed within the timeframe provided in the IFB.

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 18, 2023 @2:00 PM EDST**

**Bidder Acknowledgment:**

  
Signature of Authorized Representative

Chris Blank / Chief Operating Officer  
Printed Name/Title Authorized Representative

J.B. Coxwell Contracting, Inc.  
Bidder Full Legal Company Name

**END OF ADDENDUM NO. 4**

ATTACHMENT "A"

ST. JOHNS COUNTY AFFIDAVIT

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

STATE OF Florida

COUNTY OF Duval

The Undersigned authority, Chris Blank ("Affiant"), who being duly sworn, deposes and states that he/she is the Chief Operating Officer (Title) of the Bidder J.B. Coxwell Contracting, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 24-03; CR 2209 Extension Central Segment - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01, in St. Johns County, Florida.

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

DATED this 17<sup>th</sup> day of October, 2023.

[Signature]  
Signature of Affiant

Chris Blank

Printed Name of Affiant

Chief Operating Officer

Printed Title of Affiant

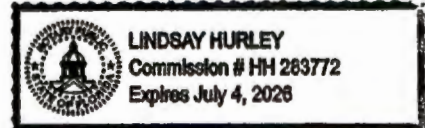
J.B. Coxwell Contracting, Inc.

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 17<sup>th</sup> day of October, 2023, by Chris Blank, who is personally known to me or has produced \_\_\_\_\_ as identification.

Lindsay Hurley  
Notary Public  
My Commission Expires: July 4<sup>th</sup>, 2026

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.



ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

*V. Wayne Williford*  
Signature of Secretary

J.B. Coxwell Contracting, Inc.

Full Legal Name of Corporation (Bidder)

STATE OF Florida

COUNTY OF Orange

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of  physical presence or  online notarization, Francis T. O'Reardon (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this 18th day of October, 2023, by the Authorized Representative of Bidder, who is personally known to me or has produced personally known as identification. Type and Number of I.D. produced: n/a.



*Laura Krajzewski Lensky*  
Notary Public Laura Krajzewski Lensky  
My Commission Expires: 2/13/2027

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

BID BOND

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that J. B. Coxwell Contracting, Inc. as Principal, and Western Surety Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of the Amount of the Bid Dollars (\$ 5% of the bid amount) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated October 18, 2023.

For

CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01  
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of October 18, A.D., 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**BID NO: 24-03; CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

WITNESSES:

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

WITNESSES:

Lindsay Hurley  
Project Administrator  
\_\_\_\_\_

J. B. Coxwell Contracting, Inc.

PRINCIPAL:

NAME OF FIRM:

[Signature]  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

TITLE

Chief Operating Officer

6741 Lloyd Road West

BUSINESS ADDRESS

Jacksonville                      FL                      32254  
CITY                                      STATE

Western Surety Company

SURETY:

[Signature]  
CORPORATE SURETY

Francis T. O'Reardon

ATTORNEY-IN-FACT (AFFIX SEAL)

151 N. Franklin Street

BUSINESS ADDRESS

Chicago                      IL                      60606  
CITY                                      STATE

Johnson & Company

801 N. Orange Ave, Suite 510, Orlando, FL 32801

NAME OF LOCAL INSURANCE AGENCY

(407)843-1120

WITNESS:

Kamari Cordero



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

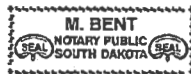
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of October, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

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

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

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



**WESTERN SURETY COMPANY**  
 Sioux Falls, South Dakota  
 Statement of Net Admitted Assets and Liabilities  
 December 31, 2022

ASSETS

Bonds	\$	1,963,735,416
Stocks		16,356,743
Cash, cash equivalents, and short-term investments		842,484
Receivables for securities		50,000
Investment income due and accrued		18,288,449
Premiums and considerations		58,660,094
Amounts recoverable from reinsurers		31,089,427
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		16,569,622
Receivable from parent, subsidiaries, and affiliates		-
Other assets		1,385
<b>Total Assets</b>	<b>\$</b>	<b>2,105,593,621</b>

LIABILITIES AND SURPLUS

Losses	\$	191,034,021
Loss adjustment expense		52,287,429
Commissions payable, contingent commissions and other similar charges		12,200,032
Other expenses (excluding taxes, license and fees)		-
Taxes, license and fees (excluding federal and foreign income taxes)		3,809,360
Federal and foreign income taxes payable		6,216,918
Unearned premiums		288,685,277
Advance premiums		7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)		6,756,776
Amounts withheld or retained by company for account of other:		9,359,697
Provision for reinsurance		280,005
Payable to parent, subsidiaries and affiliates		10,262,438
Payable on security transactions		-
Other liabilities		149,612
<b>Total Liabilities</b>	<b>\$</b>	<b>589,010,150</b>

Surplus Account:		
Common stock	\$	4,000,000
Gross paid in and contributed surplus		286,896,195
Unassigned funds		1,225,687,276
Surplus as regards policyholders	\$	1,516,583,471
<b>Total Liabilities and Capital</b>	<b>\$</b>	<b>2,105,593,621</b>

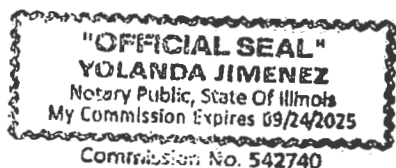
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date

WESTERN SURETY COMPANY

By Julie Lee  
 Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March 2023  
 My commission expires

By Yolanda Jimenez  
 Notary Public



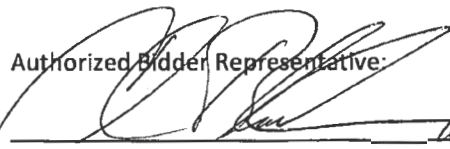


ATTACHMENT "C"

CONTRACTOR'S QUALIFICATIONS STATEMENT

I, Chris Blank, Chief Operating Officer hereby certify that J.B. Coxwell Contracting, Inc.  
(Authorized Company Representative Name & Title) (Full Legal Company Name)

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

Authorized Bidder Representative:  
  
\_\_\_\_\_  
Signature Date 10/17/23

Chris Blank Chief Operating Officer  
Name & Title of Representative

INSURANCE/SURETY BONDS  
**JOHNSON**  
& COMPANY

January 11, 2023

RE: **J. B. Coxwell Contracting, Inc.**  
Jacksonville, Florida

To Whom It May Concern;

This is to advise that until further notice in writing to you, the undersigned agrees to provide Suretyship on behalf of J. B. Coxwell Contracting, Inc. covering \$250,000,000 single projects and \$1,045,000,000 aggregate on outstanding contracts.

Western Surety Company, a member of the CNA Surety Group. CNA has an A.M. Best rating of A, XV and is certified on the Department of the Treasury's Listing of Approved Sureties for single bonds up to \$786,901,000. Western Surety Company is licensed to do business in the State of Florida, and has been in business since 1900.

We have enjoyed a thirty plus year relationship with J. B. Coxwell Contracting, Inc., and their performance of all work has always been excellent and we have never been called upon to complete or assist in the completion of any of their work.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference as requested by our client. Any arrangement for surety credit is a matter between J.B. Coxwell and the surety.

If you should have any questions, or need any further information, please don't hesitate to contact our office.

Sincerely,



Francis T. O'Reardon  
Attorney-In-Fact for Western Surety Company



ATTACHMENT "D"

LICENSE / CERTIFICATION LIST

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

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

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License	P00000080832	State of Florida Department of State	12/31/2023
Certified General Contractor (CGC)	CGC059919	Florida dbpr	08/31/2024
Certified Underground Utility and Excavation Contractor (CUC)	CUC053986	Florida dbpr	08/31/2024
FDOT Pre-Qualification – Flexible Paving		FDOT	06/30/2024
FDOT Pre-Qualification – Drainage		FDOT	06/30/2024
FDOT Pre-Qualification – Minor Bridges		FDOT	06/30/2024
FDOT Pre-Qualification – Pavement Marking	<i>See attached for TRP Construction Group, LLC</i>		
FDOT Pre-Qualification – Roadway Signing	<i>See attached for Safety Contractors, Inc.</i>		
FDOT Pre-Qualification – Traffic Signal	<i>See attached for Miller Electric Group</i>		
FDOT Pre-Qualification – Sidewalk		FDOT	06/30/2024

# *State of Florida*

## *Department of State*

I certify from the records of this office that J. B. COXWELL CONTRACTING, INC. is a corporation organized under the laws of the State of Florida, filed on August 25, 2000.

The document number of this corporation is P00000080832.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 19, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Nineteenth day of January,  
2023*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

*Secretary of State*

Tracking Number: 8161159163CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

**ONLINE SERVICES**

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

**LICENSEE SEARCH OPTIONS**

3:48:29 PM 10/25/2022

**Data Contained in Search Results is Current As Of 10/25/2022 03:47 PM.**

**Search Results - 2 Records**

**Please see our glossary of terms for an explanation of the license status shown in these search results.**

**For additional information, including any complaints or discipline, click on the name.**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	BLANK, CHRISTOPHER CHARLES	Primary	CGC059919 Cert General	Current, Active " 08/31/2024
Address*:		License Location	6741 LLOYD ROAD WEST JACKSONVILLE, FL 32254	
		Main Address*:	6741 LLOYD ROAD WEST JACKSONVILLE, FL 32254	
		Mailing Address*:	6741 LLOYD RD WEST JACKSONVILLE, FL 32254	
Certified General Contractor	J B COXWELL CONTRACTING INC	DBA	CGC059919 Cert General	Current, Active 08/31/2024
Address*:		License Location	6741 LLOYD ROAD WEST JACKSONVILLE, FL 32254	
		Main Address*:	6741 LLOYD ROAD WEST JACKSONVILLE, FL 32254	
		Mailing Address*:	6741 LLOYD RD WEST JACKSONVILLE, FL 32254	

[Back](#) [New Search](#)

\* denotes  
 Main Address - This address is the Primary Address on file.  
 Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).  
 License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:46:06 PM 10/25/2022

Licensee Information

Name:	COXWELL, JOHN DAVID (Primary Name)
	J B COXWELL CONTRACTING INC (DBA Name)
Main Address:	6741 LLOYD ROAD WEST JACKSONVILLE Florida 32254
County:	DUVAL
License Location:	6741 LLOYD ROAD WEST JACKSONVILLE FL 32254
County:	DUVAL

License Information

License Type:	Certified Underground Utility and Excavation Contractor
Rank:	Cert Under
License Number:	CUC053986
Status:	Current,Active
Licensure Date:	07/25/1991
Expires:	08/31/2024

Special Qualifications      Qualification Effective

Construction Business	02/20/2004
-----------------------	------------

Alternate Names

- View Related License Information
- View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 17, 2023

COXWELL, J.B. CONTRACTING, INC.  
6741 LLOYD ROAD WEST  
JACKSONVILLE, FLORIDA 32254

### RE: CERTIFICATE OF QUALIFICATION

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

#### FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, R&R MAJOR BRIDGE- CURVED STEEL GIRDERS, R&R MINOR BRIDGES, SIDEWALK, Curb & Gutter, Ditch Pavement, Steel Sheet Pile, Driveways, Lift Station, Retaining Wall, Rip Rap, Rubble Rip Rap, Traffic Separators, Underground Utilities.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

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

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

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

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

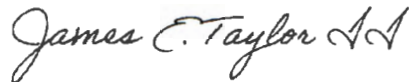
Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

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

COXWELL, J.B. CONTRACTING, INC.  
April 17, 2023  
Page two

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

Sincerely,

A handwritten signature in cursive script that reads "James E. Taylor II".

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII:cg



**BID NO: 24-04; PRESERVATION TRAIL & TOWN PLAZA AVENUE INTERSECTION IMPROVEMENTS**

**ATTACHMENT "D"**

**LICENSE / CERTIFICATION / FDOT WORK CLASS PRE-QUALIFICATION LIST**

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

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

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License	176698	State of Florida	31 December, 2023
Certified General Contractor (CGC)	CGC047556	State of Florida	31 August, 2024
Certified Underground Utility and Excavation Contractor (CUC)			
FDOT Pre-Qualification – Flexible Paving			
FDOT Pre-Qualification – Pavement Marking			
FDOT Pre-Qualification – Roadway Signing			
FDOT Pre-Qualification – Traffic Signal	F590361850001	FDOT	30 March, 2024
FDOT Pre-Qualification – Sidewalk			

*Miller Electric*



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

January 19, 2023

MILLER ELECTRIC COMPANY  
BOX 1799  
JACKSONVILLE, FLORIDA 32201-1799

**RE: CERTIFICATE OF QUALIFICATION**

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

**FDOT APPROVED WORK CLASSES:**

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, TRAFFIC SIGNAL, Microwave Communications Systems

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2024**.

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

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

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

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

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor,  
Contracts Administration Office

JT:cg



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 16, 2023

TRP CONSTRUCTION GROUP, LLC  
2411 MINNIS DRIVE  
FORT WORTH, TEXAS 76117

**RE: CERTIFICATE OF QUALIFICATION**

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

**FDOT APPROVED WORK CLASSES:**  
PAVEMENT MARKING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

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

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

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

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII:cg



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 20, 2023

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

### RE: CERTIFICATE OF QUALIFICATION

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

#### FDOT APPROVED WORK CLASSES:

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

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

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

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

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

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII:cg

**ATTACHMENT "E"**

**LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

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

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Work/Services
Miller Electric	Traffic Signal	Brian Jenkins	bjenkins@mecojax.com 904.518.8172	No	1%
Pritchett Trucking	Limerock Supplies	Sam McLaughlin	Smlaughlin@pritchetttrucking.com 352.434.7691	No	7%
Safety Contractors	Roadway signing	Dan Williams	danw@safetycontractors.com 904.355.6331	No	less than 1%
Preferred Materials	Asphalt	Johnny Woodle	johnny.woodle@preferredmaterials.com 904.460.5508	No	12%
Ferguson	Utility Supplies	Ryan Pugh	Ryan.Pugh@ferguson.com 904.545.2778	No	8%
American Precast	Precast Supplies	Chip McGehee	Chip@american_ps.com 904.467.7700	No	2%

ATTACHMENT "F"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project BID Number/Description: Bid No 24-03; CR 2209 Extension Central Segment - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

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

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

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

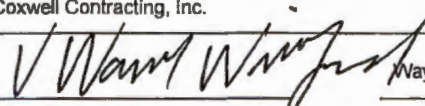
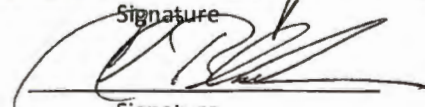
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

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

Legal Name of Respondent: J.B. Coxwell Contracting, Inc.

Authorized Representative(s):

 Signature	<u>Wayne Williford</u> Secretary/Treasurer
 Signature	<u>Chris Blank</u> Chief Operating Officer

St. Johns County Board of County Commissioners

ATTACHMENT "G"

DRUG-FREE WORKPLACE FORM

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

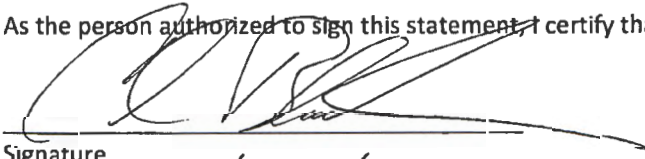
J.B. Coxwell Contracting, Inc.

does:

\_\_\_\_\_  
Name of Firm

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

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



Signature

\_\_\_\_\_  
10/17/2023

Date

**ATTACHMENT "H"**

**CERTIFICATE(S) OF INSURANCE**

(Attach or insert copy here)

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

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





JBCOXWE-01

MKEATON

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/10/2023

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

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

<b>PRODUCER</b> Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	<b>CONTACT NAME:</b> Maggie Keaton, AIC, ARM, CIC <b>PHONE (A/C, No, Ext):</b> (904) 353-3181 <b>E-MAIL ADDRESS:</b> mkeaton@cwpowellins.com	<b>FAX (A/C, No):</b> (904) 353-5722
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  J B Coxwell Contracting Inc 8741 Lloyd Road West Jacksonville, FL 32254	<b>INSURER A :</b> Zurich American Ins Co	<b>NAIC #</b> 16535
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b>	N/A	WC018795506	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 BID NO: 24-03  
 CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

**CERTIFICATE HOLDER****CANCELLATION**

<b>St. Johns County, a political subdivision of the State of Florida</b> <b>500 San Sebastian View</b> <b>Attn: Purchasing Division</b> <b>Saint Augustine, FL 32084</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2023

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

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

PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Jeanne Miller
	PHONE (A/C, No, Ext): (407) 843-1120 FAX (A/C, No): (407) 843-5772 E-MAIL ADDRESS: jmliller@johnsonandcompany.net
INSURED J. B. COXWELL CONTRACTING, INC. 6741 LLOYD ROAD, WEST JACKSONVILLE FL 32254	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Travelers Indemnity Co of America 25666
	INSURER B: Travelers Property & Casualty 25674
	INSURER C: Great American Insurance Company 16691
	INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL22122216459 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADJL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CO 9M615693-TIA-23	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-0P19807A-23-26-G	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B/C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-9M626972-23-26	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractor's Equipment/Property Valuable Papers			QT-660-7133P614-TIL-23	01/01/2023	01/01/2024	Leased/Rented \$625,000 Max Personal Property \$250,000 Valuable Papers \$100,000

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

RE: CR 2209 EXTENSION CENTRAL SEGMENT- FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01  
Certificate holder is listed as additional insured as respects GL and AL. Coverage is primary and non contributory. Waiver of subrogation in favor of same as respects GL and AL.

## CERTIFICATE HOLDER

Board of County Commissioners St. Johns County, Florida 500 San Sebastian View St Augustine FL 32084	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. Who Is An Insured – Unnamed Subsidiaries</b></p> <p><b>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</b></p> | <p><b>C. Incidental Medical Malpractice</b></p> <p><b>D. Blanket Waiver Of Subrogation</b></p> <p><b>E. Contractual Liability – Railroads</b></p> <p><b>F. Damage To Premises Rented To You</b></p> |
|--|---|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

## COMMERCIAL GENERAL LIABILITY

### C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

### D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

### E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

TABLE OF CONTENTS

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
CG T1 00 02 19**

SECTION I – COVERAGES	Beginning on Page
Coverage A –	
<b>Bodily Injury and Property     Damage Liability</b>	
Insuring Agreement .....	1
Exclusions .....	2
Coverage B –	
<b>Personal and Advertising     Injury Liability</b>	
Insuring Agreement .....	6
Exclusions .....	6
Coverage C –	
<b>Medical Payments</b>	
Insuring Agreement .....	9
Exclusions .....	9
Supplementary Payments .....	10
SECTION II – WHO IS AN INSURED .....	11
SECTION III – LIMITS OF INSURANCE .....	13
SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS .....	13
Bankruptcy .....	13
Duties In The Event Of Occurrence, Offense, Claim Or Suit .....	13
Legal Action Against Us .....	14
Other Insurance .....	15
Premium Audit .....	16
Representations .....	16
Separation Of Insureds .....	16
Transfer Of Rights Of Recovery Against Others To Us .....	16
When We Do Not Renew .....	16
SECTION V – DEFINITIONS .....	16

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

## COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that



is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

## COMMERCIAL GENERAL LIABILITY

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

### (6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

### i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

## COMMERCIAL GENERAL LIABILITY

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
  - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

### t. Employment-Related Practices

- "Bodily injury" to:
- (1) A person arising out of any:
    - (a) Refusal to employ that person;
    - (b) Termination of that person's employment; or
    - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
  - (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

## COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### 2. Exclusions

This insurance does not apply to:

#### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Or Used Prior To Policy Period**

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

COMMERCIAL GENERAL LIABILITY

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Unsolicited Communication**

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**q. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**r. Asbestos**

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**s. Employment-Related Practices**

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

**COVERAGE C – MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

## COMMERCIAL GENERAL LIABILITY

### SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage E – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:



- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
  - (a) Owned, occupied or used by;
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
    - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.

## COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
    - (1) 50 feet long or less; and
    - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
- a. An organization, other than a partnership, joint venture or limited liability company, or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.
- The insurance provided to such premises owner, manager or lessor is subject to the following provisions:
- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such premises owner, manager or lessor does not apply to:
    - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor is subject to the following provisions:
- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

## COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
      - (iii) An executive officer or director of any other organization; or
      - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
    - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
  - (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

##### b. Excess Insurance

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph **d.** below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph **d.** below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

## COMMERCIAL GENERAL LIABILITY

### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

## COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.  
Paragraph f. does not include that part of any contract or agreement:
    - That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;



d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## COMMERCIAL GENERAL LIABILITY

### 21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1) Fire;
  - (2) Explosion;
  - (3) Lightning;
  - (4) Smoke resulting from fire, explosion or lightning; or
  - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

### 22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

### 23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization, other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

COMMERCIAL GENERAL LIABILITY

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

## COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:
- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
    - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (b) Supervisory, inspection, architectural or engineering activities.
  - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (a) How, when and where the "occurrence" or offense took place;
    - (b) The names and addresses of any injured persons and witnesses; and
    - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - (2) If a claim is made or "suit" is brought against the additional insured:
    - (a) Immediately record the specifics of the claim or "suit" and the date received; and
    - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A. Who Is An Insured – Unnamed Subsidiaries</b></p> <p><b>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</b></p> | <p><b>C. Incidental Medical Malpractice</b></p> <p><b>D. Blanket Waiver Of Subrogation</b></p> <p><b>E. Contractual Liability – Railroads</b></p> <p><b>F. Damage To Premises Rented To You</b></p> |
|--|---|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. In A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

## COMMERCIAL AUTO

name, with your permission, while performing duties related to the conduct of your business.

### 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV -- BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II -- LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS -- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II -- LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II -- LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO -- LIMITED WORLDWIDE COVERAGE -- INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV -- BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II -- LIABILITY COVERAGE;

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II -- LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

COMMERCIAL AUTO

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

**H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV - BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

COMMERCIAL AUTO

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

#### PROVISIONS

- A. The following is added to Paragraph c. In A. 1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

- B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions** of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**BID NO: 24-03; CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

**ATTACHMENT "I"**

**RELEVANT EXPERIENCE OF BIDDER**

Each Bidder must submit a list of projects showing relevant experience to the scope as described in this IFB. The information required shall include: dates of service, dollar amount of contract, name of individual, firm or agency, and a contact person name, title, phone number and email address. The County reserves the right to contract the project owners to verify experience of the Bidder.

### J. B. COXWELL CONTRACTING Completed JOBLIST

JBCCI#	Relevant Contracts	Job Created	Job Completed	Location	Contact	Owner	Contract Amount
2125	Silverlake Drive Extension	10/22/2022	3/31/2023	St Johns	Bill Davidson davidsonb@etminc.com 904-642-8990	White's Ford Timber, LLC	\$ 19,626,433.00
2239	Silverleaf Parcel 17AB	11/15/2022	3/31/2023	St Johns	Bill Davidson davidsonb@etminc.com 904-642-8990	Hutson Real Estate Investments	\$ 744,802.00
1719	Collins Rd OMR to Rampart	8/28/2017	6/30/2022	Duval	Jeff Sullivan Jeff.Sullivan@rsandh.com 301-740-4483	Jacksonville Trans Authority	\$ 22,316,217.00
2004	COJ Hart Expressway	2/8/2020	12/31/2022	Duval	Robin Smith Robinsmith@coj.net 904-255-8710	City of Jacksonville	\$ 28,028,626.00
2032	Collins Rd	5/26/2020	10/24/2022	Duval	Jeff Sullivan Jeff.Sullivan@rsandh.com 301-740-4483	FDOT	\$ 6,802,978.00
2102	Silverleaf Parcel 29A-1	1/5/2021	8/11/2022	St Johns	Bill Davidson davidsonb@etminc.com 904-642-8990	Land Planners Development II	\$ 21,285,307.00
2112	Collins # OMR	4/5/2021	4/4/2022	Duval	Jeff Sullivan Jeff.Sullivan@rsandh.com 301-740-4483	City of Jacksonville	\$ 416,846.00
2124	Holly Forest/2209 Signal	9/7/2021	6/30/2022	St Johns	Bill Davidson davidsonb@etminc.com 904-642-8990	White's Ford Timber, LLC	\$ 677,153.00
2223	COJ DB Hart Flyover	7/29/2022	10/31/2022	Duval	Robin Smith Robinsmith@coj.net 904-255-8710	City of Jacksonville	\$ 999,173.00
2039	SR16 Turn Lanes	10/9/2020	4/19/2021	St Johns	Bill Davidson davidsonb@etminc.com 904-642-8990	White's Ford Timber, LLC	\$ 762,459.00
1837	Cecil Megasite Entrance	12/18/2018	6/30/2021	Duval	Robin Smith Robinsmith@coj.net 904-255-8710	City of Jacksonville	\$ 5,939,092.00
1918	Old Plank Road	6/5/2019	9/24/2020	Duval	Robin Smith Robinsmith@coj.net 904-255-8710	City of Jacksonville	\$ 2,275,498.00
1839	Ramona Blvd Widening	1/11/2019	3/31/2021	Duval	Robin Smith Robinsmith@coj.net 904-255-8710	Jacksonville Electric Authority	\$ 3,569,349.00
1714	Silverleaf Parkway	8/11/2017	8/3/2019	St Johns	Bill Davidson davidsonb@etminc.com 904-642-8990	White's Ford Timber, LLC	\$ 43,087,104.00

ATTACHMENT "J"

CLAIMS, LIENS, LITIGATION HISTORY

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

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

Yes \_\_\_\_\_ No

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

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

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

\_\_\_\_\_  
NA  
\_\_\_\_\_  
\_\_\_\_\_

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?  
Yes \_\_\_\_\_ No  If yes, on separate sheet(s), provide an explanation of those instances.
- 6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

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

- 7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.
- 8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

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



ATTACHMENT "K"

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

I, Chris Blank ("Affiant"), being duly authorized by and on behalf of J.B. Coxwell Contracting, Inc. ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: 6741 Lloyd Road W. Jacksonville, FL 32254

2. I am duly authorized as Chief Operating Officer (Title) of Respondent.

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature of Affiant

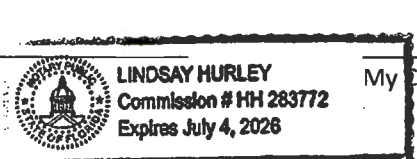
Chris Blank Chief Operating Officer
Printed Name & Title of Affiant

J.B. Coxwell Contracting, Inc.
Full Legal Name of Respondent

10/17/2023
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 17th day of October, 2023, by Affiant, who is [X] personally known to me or [ ] has produced as identification.

Lindsay Hurley
Notary Public



July 4th, 2026
My Commission Expires

ATTACHMENT "L"

NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Chris Blank

SIGNATURE: 

TITLE: Chief Operating Officer

DATE: 10/17/23

NAME OF FIRM/PARTNERSHIP/CORPORATION:

J.B. Coxwell Contracting, Inc.

6741 Lloyd Rd W

Jacksonville, FL 32244

ATTACHMENT "M"

E-VERIFY AFFIDAVIT

STATE OF Florida  
COUNTY OF Duval

I, Chris Blank (hereinafter "Affiant"), being duly authorized by and on behalf of J.B. Coxwell Contracting, Inc. (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 24-03 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Contractor's breach.

DATED this 17<sup>th</sup> day of October, 2023.

[Signature]  
Signature of Affiant

Chris Blank

Printed Name of Affiant

Chief Operating Officer

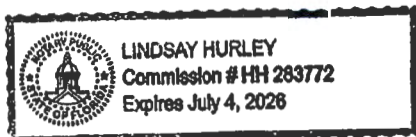
Printed Title of Affiant

J.B. Coxwell Contracting, Inc.

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 17<sup>th</sup> day of October, 2023, by Chris Blank, who is personally known to me or has produced \_\_\_\_\_ as identification.

Lindsay Hurley  
Notary Public  
My Commission Expires: July 4<sup>th</sup>, 2024



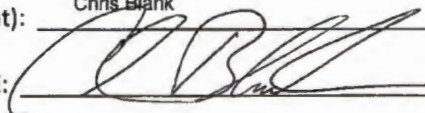
ATTACHMENT "N"

**CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT**

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

Handwritten Signature of Authorized Principal(s):

NAME (print): Chris Blank

SIGNATURE: 

TITLE: Chief Operating Officer

DATE: 10/17/2023

NAME OF FIRM/PARTNERSHIP/CORPORATION:

J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West

Jacksonville, FL 32244

ATTACHMENT "O"

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

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

**Subcontractor Covered Transactions**

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

**SUBCONTRACTOR:**

J.B. Coxwell Contracting, Inc.

By   
Signature

Chris Blank Chief Operating Officer

Name and Title

6741 Lloyd Rd W

Street Address

Jacksonville, Fl 32254

City, State, Zip

Date 10/17/2023

St. Johns County BOCC  
Sub-Recipient's Name

Division Contract Number

#447333-1-54-01, #447333-2-54-01, #447333-3-54-01  
FPN Project Number

BID NO: 24-03; CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

ATTACHMENT "O"

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

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

**Subcontractor Covered Transactions**

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

**SUBCONTRACTOR:**

Miller Electric Company

By Eddie O'Halloran  
Signature

St. Johns County BOCC  
Sub-Recipient's Name

Eddie O'Halloran, Sr. Vice President  
Name and Title

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

6805 Southpoint Pkwy  
Street Address

#447333-1-54-01, #447333-2-54-01, #447333-3-54-01  
FPN Project Number

Jacksonville, FL 32216  
City, State, Zip

October 17th, 2023  
Date

ATTACHMENT "O"

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

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

**Subcontractor Covered Transactions**

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

**SUBCONTRACTOR:**

TRP construction Group

By Buck Adams  
Signature

St. Johns County BOCC  
Sub-Recipient's Name

Buck Adams - Manager  
Name and Title

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

3501 Sanford Ave  
Street Address

#447333-1-54-01, #447333-2-54-01, #447333-3-54-01  
FPN Project Number

Sanford, Florida 32773  
City, State, Zip

10-18-2023  
Date

ATTACHMENT "O"

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

Safety Contractors, Inc.
Digitally signed by Daniel J Williams
Date: 2023.10.18 09:46:53 -04'00'
By Daniel J Williams
Signature

St. Johns County BOCC
Sub-Recipient's Name

Daniel J. Williams, Vice-President
Name and Title

Division Contract Number

5307 Wacissa Ave.
Street Address

#447333-1-54-01, #447333-2-54-01, #447333-3-54-01
FPN Project Number

Jacksonville, FL 32254
City, State, Zip

10-18-23
Date



ATTACHMENT "O"

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

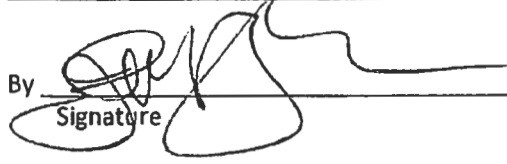
**Certification Regarding  
Debarment, Suspension,  
Ineligibility and Voluntary Exclusion**

**Subcontractor Covered Transactions**

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

**SUBCONTRACTOR:**

Preferred Materials, Inc.

By   
Signature

John W Taylor - Vice President

Name and Title

11482 Columbia Park Drive W Ste 3

Street Address

Jacksonville, FL 32258

City, State, Zip

10/17/2023

Date

St. Johns County BOCC  
Sub-Recipient's Name

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

#447333-1-54-01, #447333-2-54-01, #447333-3-54-01

FPN Project Number

ATTACHMENT "P"

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

Legal Name of Contractor: J.B. Coxwell Contracting, Inc.

By: Chris Blank

Date: 10/17/2023

Authorized Signature: 

Title: Chief Operating Officer

ATTACHMENT "Q" (REVISED PER ADDENDUM NO. 3)

UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

BASE BID PAY ITEMS					
CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY (Base Bid includes items associated with the construction of CR 2209 from International Golf Parkway to Silverleaf Parkway)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION	1.00	LS	\$ 2,005,606.99	\$ 2,005,606.99
0102 1	MAINTENANCE OF TRAFFIC	1.00	LS	\$ 244,405.54	\$ 244,405.54
0104 10 3	SEDIMENT BARRIER	27,611.00	LF	\$ 4.43	\$ 122,316.73
0104 11	FLOATING TURBIDITY BARRIER	1,792.00	LF	\$ 15.75	\$ 28,224.00
0104 12	STAKED TURBIDITY BARRIER – NYLON REINFORCED PVC	5,663.00	LF	\$ 9.80	\$ 55,497.40
0104 15	SOIL TRACKING PREVENTION DEVICE	4.00	EA	\$ 4,202.70	\$ 16,810.80
0104 18	INLET PROTECTION SYSTEM	44.00	EA	\$ 157.50	\$ 6,930.00
0107 1	LITTER REMOVAL	234.00	AC	\$ 42.00	\$ 9,828.00
0107 2	MOWING	234.00	AC	\$ 63.00	\$ 14,742.00
0110 1 1	CLEARING & GRUBBING	76.00	AC	\$ 18,445.28	\$ 1,401,841.28
0120 1	REGULAR EXCAVATION	398,728.00	CY	\$ 11.36	\$ 4,529,550.08
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	20,000.00	CY	\$ 37.46	\$ 749,200.00
0120 6	EMBANKMENT	398,728.00	CY	\$ 5.07	\$ 2,021,550.96
0160 4	TYPE B STABILIZATION	136,600.00	SY	\$ 6.10	\$ 833,260.00
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)	19,087.00	SY	\$ 16.74	\$ 319,516.38
285702	OPTIONAL BASE, BASE GROUP 02 (5" LIMEROCK)	925.00	SY	\$ 17.72	\$ 16,391.00
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)	112,041.00	SY	\$ 25.73	\$ 2,882,814.93
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	9,238.00	SY	\$ 6.08	\$ 56,167.04
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)	11,977.00	TN	\$ 161.16	\$ 1,930,213.32
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" SP 9.5)	11,278.00	TN	\$ 190.50	\$ 2,148,459.00
0400 4 1	CONCRETE CLASS IV, CULVERTS	770.30	CY	\$ 1,864.82	\$ 1,436,470.85
0400 4 11	CONC CLASS IV, RETAINING WALLS (FOR LARGE CONTROL STRUCTURES)	70.48	CY	\$ 1,862.57	\$ 131,273.93

CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0415 1 1	REINFORCING STEEL – ROADWAY	24,500.00	LB	\$ 2.34	\$ 57,330.00
0415 1 3	REINFORCING STEEL – RETAINING WALL (FOR LARGE CONTROL STRUCTURES)	1,697.00	LB	\$ 2.35	\$ 3,987.95
	CURB INLET, COJ	17.00	EA	\$ 9,728.08	\$ 165,377.36
0425 1361	INLETS, CURB, TYPE P-6, <10'	2.00	EA	\$ 11,935.71	\$ 23,871.42
0425 1549	INLETS, DT BOT, TYPE D, MODIFY	1.00	EA	\$ 10,436.09	\$ 10,436.09
0425 1541	INLETS, DT BOT, TYPE D, <10'	24.00	EA	\$ 6,649.23	\$ 159,581.52
0425 1589	INLETS, DT BOT, TYPE H, MODIFY	3.00	EA	\$ 17,125.21	\$ 51,375.63
0425 2 71	MANHOLES, J-7, <10'	5.00	EA	\$ 9,604.09	\$ 48,020.45
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	3,094.00	LF	\$ 98.84	\$ 305,810.96
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	3,328.00	LF	\$ 151.72	\$ 504,924.16
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD	520.00	LF	\$ 187.94	\$ 97,728.80
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD	3,186.00	LF	\$ 241.16	\$ 768,335.76
430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42" S/CD	82.00	LF	\$ 315.51	\$ 25,871.82
430982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	19.00	EA	\$ 2,377.17	\$ 45,166.23
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	5.00	EA	\$ 2,765.28	\$ 13,826.40
430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	3.00	EA	\$ 4,973.69	\$ 14,921.07
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD	10.00	EA	\$ 6,224.16	\$ 62,241.60
430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD	2.00	EA	\$ 7,660.19	\$ 15,320.38
	POND CUT OFF WALL	3,280.00	LF	\$ 22.51	\$ 73,832.80
0515 2311	PEDESTRIAN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1	190.00	LF	\$ 133.09	\$ 25,287.10
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	26,226.00	LF	\$ 29.08	\$ 762,652.08
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	532.00	LF	\$ 38.23	\$ 20,338.36
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	8,010.00	SY	\$ 58.42	\$ 467,944.20
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	410.00	SY	\$ 162.71	\$ 66,711.10
0550 10220	FENCING, TYPE B, 5.1-6.0', STANDARD	397.00	LF	\$ 18.77	\$ 7,451.69
0550 60233	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18' OPENING	2.00	EA	\$ 4,422.60	\$ 8,845.20
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	368.00	LF	\$ 39.36	\$ 14,484.48
0524 1 2	CONCRETE DITCH PAVEMETN, NON REINFORCED, 4"	250.00	SY	\$ 148.48	\$ 37,120.00
0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	597.00	TN	\$ 186.73	\$ 111,477.81
0570 1 2	PERFORMANCE TURF, SOD	169,200.00	SY	\$ 3.55	\$ 600,660.00

CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	85.00	LF	\$ 65.31	\$ 5,551.35
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	105.00	LF	\$ 86.29	\$ 9,060.45
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	80.00	LF	\$ 38.62	\$ 3,089.60
0635 2 11	PULL & SPLICE BOX, F*1, 13" X 24" COVER SIZE	6.00	EA	\$ 1,686.09	\$ 10,116.54
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	2.00	EA	\$ 4,856.76	\$ 9,713.52
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE	1.00	EA	\$ 6,666.79	\$ 6,666.79
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE	1.00	EA	\$ 1,807.81	\$ 1,807.81
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	2.00	AS	\$ 4,313.18	\$ 8,626.36
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	2.00	AS	\$ 4,500.08	\$ 9,000.16
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	3.00	AS	\$ 869.98	\$ 2,609.94
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	3.00	AS	\$ 3,005.54	\$ 9,016.62
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	1.00	AS	\$ 743.97	\$ 743.97
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	1.00	EA	\$ 19,366.73	\$ 19,366.73
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	3.00	EA	\$ 2,307.74	\$ 6,923.22
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUTN, UP TO 12 SF	58.00	AS	\$ 596.40	\$ 34,591.20
0705 10 1	OBJECT MARKER, TYPE 1	12.00	EA	\$ 242.55	\$ 2,910.60
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	1,256.00	EA	\$ 4.73	\$ 5,940.88
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	1.56	GM	\$ 10,103.45	\$ 15,741.18
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	990.00	LF	\$ 2.72	\$ 2,692.80
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGNOALS AND CHEVRONS	2,000.00	LF	\$ 3.98	\$ 7,960.00
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOPO LINE AND CROSSWALK	950.00	LF	\$ 5.11	\$ 4,854.50
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.15	GM	\$ 5,266.93	\$ 790.04
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAONAL OR CHEVRON	15.00	LF	\$ 3.98	\$ 59.70
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.23	GM	\$ 5,266.78	\$ 1,211.36
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	50.00	EA	\$ 262.50	\$ 13,125.00
0711 14170	THERMOPLASTIC, PREFORMED, WHITE ARROW	78.00	EA	\$ 157.50	\$ 12,285.00
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	6.00	GM	\$ 6,720.91	\$ 40,338.90

CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	5.42	GM	\$ 5,821.20	\$ 31,550.90
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	5.35	GM	\$ 6,716.86	\$ 35,901.62
	TESTING ALLOWANCE	1.00	LS	\$ 150,000.00	\$ 150,000.00
SUMMARY OF BASE BID:				\$	25,994,249.39
BID ALTERNATE NO. 1 PAY ITEMS					
CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY (Bid Alternate No. 1 includes items associated with the construction of CR 2209 from just south of the full median opening north of S.R. 16 (Station 244+50) to International Golf Parkway, including the construction of Pond Z-01.)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION	1.00	LS	\$ 108,880.41	\$ 108,880.41
0102 1	MAINTENANCE OF TRAFFIC	1.00	LS	\$ 42,412.76	\$ 42,412.76
0102 71 16	TEMPORARY BARRIER, F&I, FREE STANDING	12.50	LF	\$ 126.91	\$ 1,586.38
0102 89 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	1.00	LO	\$ 1,575.00	\$ 1,575.00
0104 10 3	SEDIMENT BARRIER	3,749.00	LF	\$ 4.43	\$ 16,608.07
0104 11	FLOATING TURBIDITY BARRIER	70.00	LF	\$ 15.75	\$ 1,102.50
0104 12	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC	182.00	LF	\$ 9.80	\$ 1,783.60
0104 15	SOIL TRACKING PREVENTION DEVICE	1.00	EA	\$ 4,202.69	\$ 4,202.69
0104 18	INLET PROTECTION SYSTEM	10.00	EA	\$ 157.50	\$ 1,575.00
0107 1	LITTER REMOVAL	11.00	AC	\$ 262.50	\$ 2,887.50
0107 2	MOWING	11.00	AC	\$ 367.50	\$ 4,042.50
0110 1 1	CLEARING & GRUBBING	13.61	AC	\$ 17,952.00	\$ 244,326.72
0120 1	REGULAR EXCAVATION	50,058.00	CY	\$ 3.27	\$ 163,689.66
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	5,000.00	CY	\$ 37.45	\$ 187,250.00
0120 6	EMBANKMENT	84,827.00	CY	\$ 12.05	\$ 1,022,165.35
0160 4	TYPE B STABILIZATION	22,601.00	SY	\$ 6.10	\$ 137,866.10
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)	3,032.00	SY	\$ 16.74	\$ 50,755.68
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)	18,550.00	SY	\$ 25.73	\$ 477,291.50
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)	2,018.00	TN	\$ 171.45	\$ 345,986.10
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)	1,727.00	TN	\$ 201.88	\$ 348,646.76
	INLETS, CURB, COJ, <10'	4.00	EA	\$ 9,561.55	\$ 38,246.20
0425 1471	INLETS, CURB, TYPE 7, <10'	0.00	EA	\$ 9,369.47	\$ -

CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0425 1541	INLETS, DT BOT, TYPE D, <10'	3.00	EA	\$ 6,134.90	\$ 18,404.70
0425 1542	INLETS, DT BOT, TYPE D, >10'	5.00	EA	\$ 10,625.90	\$ 53,129.50
0425 1589	INLETS, DT BOT, TYPE H, MODIFY	1.00	EA	\$ 17,722.07	\$ 17,722.07
0425 2 71	MANHOLES, J-7, <10'	1.00	EA	\$ 9,164.28	\$ 9,164.28
0425 2 72	MANHOLES, J-7, >10'	5.00	EA	\$ 12,203.35	\$ 61,016.75
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	113.00	LF	\$ 92.33	\$ 10,433.29
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	604.00	LF	\$ 151.37	\$ 91,427.48
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD	25.00	LF	\$ 220.39	\$ 5,509.75
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD	2,458.00	LF	\$ 242.01	\$ 594,860.58
430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	1.00	EA	\$ 4,590.76	\$ 4,590.76
430536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	1.00	EA	\$ 8,160.13	\$ 8,160.13
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	2.00	EA	\$ 2,764.83	\$ 5,529.66
430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	1.00	EA	\$ 4,974.69	\$ 4,974.69
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD	1.00	EA	\$ 6,224.09	\$ 6,224.09
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	2,865.00	LF	\$ 29.11	\$ 83,400.15
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	316.00	LF	\$ 38.23	\$ 12,080.68
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	740.00	LF	\$ 39.69	\$ 29,370.60
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	1,330.00	SY	\$ 59.28	\$ 78,842.40
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	332.00	SY	\$ 133.25	\$ 44,239.00
0570 1 2	PERFORMANCE TURF, SOD	25,510.00	SY	\$ 3.55	\$ 90,560.50
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	355.00	LF	\$ 25.62	\$ 9,095.10
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	230.00	LF	\$ 63.54	\$ 14,614.20
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	80.00	LF	\$ 26.81	\$ 2,144.80
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	19.00	EA	\$ 1,654.54	\$ 31,436.26
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	1.00	EA	\$ 3,222.49	\$ 3,222.49
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1.00	AS	\$ 5,355.56	\$ 5,355.56
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	10.00	LF	\$ 18.67	\$ 186.70
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1.00	EA	\$ 3,503.60	\$ 3,503.60
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1.00	EA	\$ 2,976.86	\$ 2,976.86
0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-PEDESTAL/SERVICE POLE	1.00	EA	\$ 1,350.86	\$ 1,350.86

CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	4.00	EA	\$ 4,447.02	\$ 17,788.08
0646 1 40	ALUMINUM SIGLANS POLE, RELOCATE	4.00	EA	\$ 4,546.93	\$ 18,187.72
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE	1.00	EA	\$ 1,747.44	\$ 1,747.44
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	2.00	AS	\$ 4,392.07	\$ 8,784.14
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	2.00	AS	\$ 834.37	\$ 1,668.74
0650 1 70	VEHICULAR TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	4.00	AS	\$ 2,269.22	\$ 9,076.88
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALLED LED COUNTDOWN, 1 WAY	4.00	AS	\$ 2,918.30	\$ 11,673.20
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	1.00	AS	\$ 715.09	\$ 715.09
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1.00	EA	\$ 33,635.32	\$ 33,635.32
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	2.00	EA	\$ 18,131.49	\$ 36,262.98
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	4.00	EA	\$ 1,675.59	\$ 6,702.36
0670 5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	1.00	AS	\$ 22,369.25	\$ 22,369.25
0700 1 11	SINGLE POST SIGN, F&I GORUND MOUNT, UP TO 12 SF	3.00	AS	\$ 555.45	\$ 1,666.35
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	174.00	EA	\$ 4.73	\$ 823.02
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	0.37	GM	\$ 9,871.14	\$ 3,632.58
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	200.00	LF	\$ 2.72	\$ 544.00
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	575.00	LF	\$ 3.98	\$ 2,288.50
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	260.00	LF	\$ 5.11	\$ 1,328.60
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.06	GM	\$ 5,267.00	\$ 316.02
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 204 DOTTED GUIDE LINE/ 6-10 DOTTED EXTENSION LINE, 6"	0.06	GM	\$ 5,266.83	\$ 316.01
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	5.00	EA	\$ 262.50	\$ 1,312.50
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	14.00	EA	\$ 157.50	\$ 2,205.00
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	1.00	GM	\$ 6,716.44	\$ 6,723.16
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.75	GM	\$ 5,844.58	\$ 4,365.90
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.75	GM	\$ 6,714.19	\$ 5,042.36



CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	TESTING ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00
SUMMARY OF BID ALT NO. 1:				\$	4,730,583.16
BID ALTERNATE NO. 2 PAY ITEMS					
CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 (Bid Alternate No. 2 includes items associated with the construction of CR 2209 from State Road 16 (SR 16) to Station 244+50, not including the construction of Pond Z-01)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION	1.00	LS	\$ 82,534.63	\$ 82,534.63
0102 1	MAINTENANCE OF TRAFFIC	1.00	LS	\$ 18,195.34	\$ 18,195.34
0104 10 3	SEDIMENT BARRIER	2,763.00	LF	\$ 4.43	\$ 12,240.09
0104 15	SOIL TRACKING PREVENTION DEVICE	1.00	EA	\$ 4,202.69	\$ 4,202.69
0104 18	INLET PROTECTION SYSTEM	6.00	EA	\$ 157.50	\$ 945.00
0107 1	LITTER REMOVAL	6.00	AC	\$ 525.00	\$ 3,150.00
0107 2	MOWING	6.00	AC	\$ 630.00	\$ 3,780.00
0110 1 1	CLEARING & GRUBBING	6.00	AC	\$ 17,568.94	\$ 105,413.64
0120 1	REGULAR EXCAVATION	107.00	CY	\$ 3.28	\$ 350.96
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	5,000.00	CY	\$ 37.45	\$ 187,250.00
0120 6	EMBANKMENT	40,497.00	CY	\$ 24.03	\$ 973,142.91
0160 4	TYPE B STABILIZATION	11,955.00	SY	\$ 6.10	\$ 72,925.50
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)	1,413.00	SY	\$ 16.74	\$ 23,653.62
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)	9,910.00	SY	\$ 26.63	\$ 263,903.30
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)	1,100.00	TN	\$ 191.11	\$ 210,221.00
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)	915.00	TN	\$ 231.48	\$ 211,804.20
	INLETS, CURB, COJ, <10'	1.00	EA	\$ 10,049.09	\$ 10,049.09
0425 1471	INLETS, CURB, TYPE 7, <10'	2.00	EA	\$ 9,369.47	\$ 18,738.94
0425 1541	INLETS, DT BOT, TYPE D, <10'	3.00	EA	\$ 6,246.00	\$ 18,738.00
0425 1542	INLETS, DT BOT, TYPE D, >10'	0.00	EA	\$ 10,625.90	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	408.00	LF	\$ 105.08	\$ 42,872.64
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	544.00	LF	\$ 149.08	\$ 81,099.52
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	0.00	EA	\$ 2,764.83	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	1,452.00	LF	\$ 29.15	\$ 42,325.80

CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 – (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	392.00	LF	\$ 39.66	\$ 15,546.72
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	574.00	SY	\$ 45.74	\$ 26,254.76
0570 1 2	PERFORMANCE TURF, SOD	13,530.00	SY	\$ 3.55	\$ 48,031.50
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	1.00	AS	\$ 555.45	\$ 555.45
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	120.00	EA	\$ 4.72	\$ 566.40
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	0.26	GM	\$ 9,975.40	\$ 2,623.53
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	350.00	LF	\$ 3.98	\$ 1,393.00
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	71.00	LF	\$ 5.11	\$ 362.81
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION LINE, 6"	0.00	GM	\$ 6,738.93	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	2.00	EA	\$ 262.50	\$ 525.00
0711 14170	THERMOPLASTIC, PREFORMED, WHITE ARROW	10.00	EA	\$ 157.50	\$ 1,575.00
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.43	GM	\$ 6,738.93	\$ 2,891.00
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.41	GM	\$ 5,864.10	\$ 2,386.69
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.41	GM	\$ 6,789.38	\$ 2,756.49
	TESTING ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00
SUMMARY OF BID ALTERNATE NO. 2:				\$	2,518,005.22
BID ALTERNATE NO. 3A PAY ITEMS					
CR 2209 – BID ALTERNATE NO. 3A – SICUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (SICUD WORK ONLY)	1	LS	\$ 95,594.34	\$ 95,594.34
	<u>SANITARY FORCE MAIN:</u>				
2	24" DR 25 PVC SANITARY FORCE MAIN	7,700	LF	\$ 186.61	\$ 1,436,897.00
3	30" HDPE SANITARY FORCE MAIN	180	LF	\$ 367.17	\$ 66,090.60
4	20" 45 DEGREE BENDS	28	EA	\$ 6,636.95	\$ 185,834.60
5	20" GATE VALVES	4	EA	\$ 27,616.05	\$ 110,464.20
6	AIR RELEASE VALVES	6	EA	\$ 18,352.47	\$ 110,114.82
7	LOCATE WIRE BOXES	16	EA	\$ 412.80	\$ 6,604.80
8	24" X 30" REDUCER	2	EA	\$ 7,744.11	\$ 15,488.22
9	24" X 20" REDUCER	1	EA	\$ 7,677.38	\$ 7,677.38

CR 2209 – BID ALTERNATE NO. 3A – SJUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS - (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	<u>RECLAIMED WATER MAIN:</u>				
10	20" DR 25 PVC RECLAIMED WATER MAIN	9,320	LF	\$ 152.11	\$ 1,417,665.20
11	24" HDPE RECLAIMED WATER MAIN	180	LF	\$ 777.60	\$ 139,968.00
12	20" 45 DEGREE BENDS	28	EA	\$ 2,448.38	\$ 68,554.64
13	20" GATE VALVES	4	EA	\$ 18,217.77	\$ 72,871.08
14	LOCATE WIRE BOXES	17	EA	\$ 412.80	\$ 7,017.60
15	24" X 20" REDUCER	2	EA	\$ 2,742.03	\$ 5,484.06
16	TEE, SLEEVE, & 2-20" VALVES NEAR STA. 319+80	1	LS	\$ 80,798.61	\$ 80,798.61
17	TEE, SLEEVE, & 2-20" VALVES NEAR STA. 410+75	1	LS	\$ 80,798.61	\$ 80,798.61
18	TESTING ALLOWANCE	1	LS	\$ 25,000.00	\$ 25,000.00
SUMMARY OF BID ALTERNATE NO. 3A:				\$	<b>3,932,923.76</b>
BID ALTERNATE NO. 3B PAY ITEMS					
CR 2209 – BID ALTERNATE NO. 3B – SJUD WATER TRANSMISSION MAIN					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (SJUD WORK ONLY)	1	LS	\$ 82,831.82	\$ 82,831.82
	<u>WATER MAIN:</u>				
2	20" DR 18 PVC WATER MAIN	9,100	LF	\$ 184.62	\$ 1,680,042.00
3	24" HDPE WATER MAIN	180	LF	\$ 226.87	\$ 40,836.60
4	20" 45 DEGREE BENDS	44	EA	\$ 2,448.38	\$ 107,728.72
5	20" GATE VALVES	5	EA	\$ 18,217.76	\$ 91,088.80
6	6" PVC WATER MAIN	200	LF	\$ 54.81	\$ 10,962.00
7	6" GATE VALVES	9	EA	\$ 2,284.04	\$ 20,556.36
8	FIRE HYDRANTS	9	EA	\$ 6,060.62	\$ 54,545.58
9	LOCATE WIRE BOXES	20	EA	\$ 412.80	\$ 8,256.00
10	20" X 6" TEE	9	EA	\$ 2,739.76	\$ 24,657.84
11	20" X 24" REDUCER	2	EA	\$ 2,742.03	\$ 5,484.06
12	20" X 20" TAPPING SLEEVE AND VALVE	1	EA	\$ 44,862.17	\$ 44,862.17
13	TESTING ALLOWANCE	1	LS	\$ 25,000.00	\$ 25,000.00
	<u>RAW WATER MAIN</u>				
13	12" DR18 PVC RAW WATER MAIN	1,000	LF	\$ 106.51	\$ 106,510.00
14	12" 45 DEGREE BENDS	8	EA	\$ 1,564.24	\$ 12,513.92
15	12" GATE VALVES	2	EA	\$ 4,993.83	\$ 9,987.66
16	LOCATE WIRE BOXES	3	EA	\$ 412.80	\$ 1,238.40
17	24" X 12" TAPPING SLEEVE AND VALVE	1	EA	\$ 19,901.75	\$ 19,901.75

CR 2209 – BID ALTERNATE NO. 3B – SJCUD WATER TRANSMISSION MAIN - (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
18	TESTING ALLOWANCE	1	LS	\$ 5,000.00	\$ 5,000.00
<b>SUMMARY OF BID ALTERNATE NO. 3B:</b>				\$	<b>2,352,003.68</b>

**ATTACHMENT "R" (PER ADDENDUM NO. 1)**  
**EQUAL OPPORTUNITY REPORT STATEMENT**

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The 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.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Chris Blank

SIGNATURE: 

TITLE: Chief Operating Officer

NAME OF FIRM: J.B. Coxwell Contracting, Inc.

DATE: 10/17/2023



**ADDENDUM #4**

October 11, 2023

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: Bid No: 24-03; CR 2209 Extension Central Segment - FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

This Addendum #4 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

**Revisions/Clarifications:**

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

1. The County does not require that Bidders purchase excavated materials from the ponds from White's Ford Timber for use on the Work specified in the Invitation for Bids (IFB). Bidders shall make their own determination as to sourcing materials for use on the Work. Regardless of the sourcing of materials used on the Work, the awarded Contractor shall be responsible for coordinating with White's Ford Timber for the work described in 8 a) through d) of Addendum #1.
2. The County has provided 740 consecutive calendar days for the awarded Contractor to complete the Work specified under this IFB. Based upon the timeframe in the Development Agreement for the completion of the construction of the ponds by White's Ford Timber (on or before 7/11/25), the County believes that there is sufficient time for the project to be completed within the timeframe provided in the IFB.

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 18, 2023 @2:00 PM EDST**

**Bidder Acknowledgment:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name/Title Authorized Representative

\_\_\_\_\_  
Bidder Full Legal Company Name

**END OF ADDENDUM NO. 4**



### ADDENDUM #3

October 3, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-03; CR 2209 Extension Central Segment - FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

#### Revisions/Clarifications:

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

1. CHANGE TO BID DUE DATE:

**The Bid Due Date has been extended by one (1) week as follows:**

**Submission Due Date: October 18, 2023 at 2:00 PM EDST**

2. Revised Attachment "Q" – Unit Prices for Adjustments/Schedule of Values is provided with this Addendum revising pay items for Bid Alternates #1 and #2. The revised Attachment "Q" is attached to this Addendum, and has been uploaded to [www.DemandStar.com](http://www.DemandStar.com) as a fillable Excel document.

#### Questions/Answers:

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

1. Addendum #1 Item 8 indicates the ponds will be constructed by Others on or before 7/11/25. Assuming the project starts 1/2/24, 78% of the Contract Time will then be exhausted before this work is complete, making achieving Scheduled Substantial Completion unrealistic. Please restore the procurement to original intent prior to Addendum #1, allowing the Contractor to complete all work as is customary and typical of projects administrated with Florida Department of Transportation (FDOT) funding?

**Answer: This is not possible due to the Development Agreement. Contractor shall coordinate with White's Ford per Addendum #1.**

2. Addendum #1 Item 5 states that the geotechnical exploration did not specify any areas of subsoil removal. If this is the case, that subsoil was not found, then why is there such a large additive quantity for subsoil removal and replacement? If this is a contingency, it should be made non additive to the bid total. Please clarify.

**Answer: The subsoil removal and replacement item is a contingency that will be included in the bid total to represent maximum sum of compensation.**





3. Addendum #1 Item 8 contemplates pond completion by Others approximately 545 calendar days into Contract Time, yet the Contractor, in Addendum #1 Item 3, is required to clear and grub the entire site in the first 90 days and then maintain for additional 610 calendar days, both of which is unreasonable and unnecessary. It would seem more appropriate to have the site cleared by Others if the County is facing permit expiration. If the County maintains having a 3<sup>rd</sup> party for the pond work, within the Project limits and beyond the control of the Contractor, the Contract Time will need to be extended commensurately to approximately 1245 calendar days

**Answer: The contract duration is 700 days. The required clearing and grubbing by March 26, 2024 will be limited to wetland areas within roadway right-of-way and not include any ponds.**

4. Addendum #1 Item 14 addresses the lack of utility plans by providing a typical section. Since no plans will be provided for this work, as built plans will be of no greater quality or detail that information provided by County. Please confirm.

**Answer: It is anticipated that final proposed utility plans will be available no later than February 1, 2024. As previously stated, Bidders are to provide unit costs for Bid Alternates 3A and 3B based on the quantities provided in "Attachment Q – Unit Prices for Adjustments/Schedules of Values". Any utility design changes will be addressed at that time.**

5. Addendum #1 Item 5 states the warranty is 12 months. Standard FDOT funded projects is 24 months, and St. Johns County is 26 months. How did this change?

**Answer: The warranty period for this project is 12 months.**

6. What is the funding source for the pond excavation since it is being removed from the Contract?

**Answer: The ponds are privately owned and development agreement requires them to dig and dispose of the dirt prior to 7/11/2025. This agreement does exclude pond SMF Z-01 being constructed in Alt 1.**

7. Addendum two does not explain why we still have bid items in Alternate 2 for signal work. If there is no signal at SR16, then why are there still bid items?

The base bid has less items to bid alternates. Bid alternate 1 and 2 have the signal items with different station numbers. Pay item 660-4-11 and 670-5-500 are not in the base bid.

CONTRACTOR SHALL CAREFULLY PULL FIBER OPTIC CABLE FROM EXISTING CABINET TO NEAREST PULL BOX LOCATION, REMOVE THE EXISTING PULL BOX, INSTALL NEW CONDUIT AND NEW PULL BOX NEAR THE RELOCATED CABINET LOCATION, CONNECT THE NEW CONDUIT WITH THE OLD CONDUIT, AND RECONNECT THE FIBER OPTIC CABLE INTO THE RELOCATED CABINET.

I AS 670-5-500

**Answer: Attachment "Q" has been revised to remove all traffic signal items from bid alternative #2. There is no traffic signal work associated with bid alternate #2. Contractors shall use the supplemental "Base Bid" sheets included in addendum #2 for the base bid. The complete 4-way traffic signal plan (as referenced the screen shot in the question) shall be used in bid alternate #1. However, as noted on the bid form, the bidder shall include only the additional signal work above the base bid signal work.**



8. There are 11 bid items in Alternate two that do not exist, and this is above and beyond all the signal bid items. We need better clarification.

**Answer: Attachment "Q" has been revised to remove all traffic signal items. There is no traffic signal work associated with bid alternate #2. Additional items have been removed from bid alternate #2 as well, as bid alternate #2 includes the work from SR 16 to Station 244+50.**

9. While we understand that questions for the project are closed, we discovered that the Plans appear to be missing existing grade elevation information, particularly for the pond areas. Please address the missing grade elevation information in addendum.

**Answer: Existing ground elevations can be obtained in the previously provided topographic survey file, along with the existing roadway profile and roadway cross sections (refer to Addendum #1 for the Engineer of Record's FTP site link).**

**SUBMITTAL DEADLINE FOR BIDS IS HEREBY CHANGED TO: WEDNESDAY, OCTOBER 18, 2023 @2:00 PM EDST**

**Bidder Acknowledgment:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title Authorized Representative

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

**END OF ADDENDUM NO. 3**

ATTACHMENT "Q" (REVISED PER ADDENDUM NO. 3)

UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

BASE BID PAY ITEMS					
CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY (Base Bid includes items associated with the construction of CR 2209 from International Golf Parkway to Silverleaf Parkway)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$ -	\$ -
0102 1	MANTENANCE OF TRAFFIC		LS	\$ -	\$ -
0104 10 3	SEDIMENT BARRIER		LF	\$ -	\$ -
0104 11	FLOATING TURBIDITY BARRIER		LF	\$ -	\$ -
0104 12	STAKED TURBIDITY BARRIER – NYLON REINFORCED PVC		LF	\$ -	\$ -
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$ -	\$ -
0104 18	INLET PROTECTION SYSTEM		EA	\$ -	\$ -
0107 1	LITTER REMOVAL		AC	\$ -	\$ -
0107 2	MOWING		AC	\$ -	\$ -
0110 1 1	CLEARING & GRUBBING		AC	\$ -	\$ -
0120 1	REGULAR EXCAVATION		CY	\$ -	\$ -
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	20,000.00	CY	\$ -	\$ -
0120 6	EMBANKMENT		CY	\$ -	\$ -
0160 4	TYPE B STABILIZATION		SY	\$ -	\$ -
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$ -	\$ -
285702	OPTIONAL BASE, BASE GROUP 02 (5" LIMEROCK)		SY	\$ -	\$ -
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$ -	\$ -
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 ½" AVG DEPTH		SY	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" SP 9.5)		TN	\$ -	\$ -
0400 4 1	CONCRETE CLASS IV, CULVERTS		CY	\$ -	\$ -
0400 4 11	CONC CLASS IV, RETAINING WALLS (FOR LARGE CONTROL STRUCTURES)		CY	\$ -	\$ -

**CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0415 1 1	REINFORCING STEEL – ROADWAY		LB	\$ -	\$ -
0415 1 3	REINFORCING STEEL – RETAINING WALL (FOR LARGE CONTROL STRUCTURES)		LB	\$ -	\$ -
	CURB INLET, COJ		EA	\$ -	\$ -
0425 1361	INLETS, CURB, TYPE P-6, <10'		EA	\$ -	\$ -
0425 1549	INLETS, DT BOT, TYPE D, MODIFY		EA	\$ -	\$ -
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$ -	\$ -
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$ -	\$ -
0425 2 71	MANHOLES, J-7, <10'		EA	\$ -	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$ -	\$ -
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$ -	\$ -
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$ -	\$ -
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$ -	\$ -
430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42" S/CD		LF	\$ -	\$ -
430982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD		EA	\$ -	\$ -
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$ -	\$ -
430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD		EA	\$ -	\$ -
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$ -	\$ -
430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD		EA	\$ -	\$ -
	POND CUT OFF WALL		LF	\$ -	\$ -
0515 2311	PEDESTRIAN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1		LF	\$ -	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$ -	\$ -
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$ -	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$ -	\$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$ -	\$ -
0550 10220	FENCING, TYPE B, 5.1-6.0', STANDARD		LF	\$ -	\$ -
0550 60233	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18' OPENING		EA	\$ -	\$ -
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$ -	\$ -
0524 1 2	CONCRETE DITCH PAVEMETN, NON REINFORCED, 4"		SY	\$ -	\$ -
0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING		TN	\$ -	\$ -
0570 1 2	PERFORMANCE TURF, SOD		SY	\$ -	\$ -

CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$ -	\$ -
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$ -	\$ -
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$ -	\$ -
0635 2 11	PULL & SPLICE BOX, F*I, 13" X 24" COVER SIZE		EA	\$ -	\$ -
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$ -	\$ -
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE		EA	\$ -	\$ -
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$ -	\$ -
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$ -	\$ -
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY		AS	\$ -	\$ -
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL-POLE/PEDESTAL TO REMAIN		AS	\$ -	\$ -
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$ -	\$ -
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$ -	\$ -
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUTN, UP TO 12 SF		AS	\$ -	\$ -
0705 10 1	OBJECT MARKER, TYPE 1		EA	\$ -	\$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$ -	\$ -
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$ -	\$ -
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$ -	\$ -
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAONOALS AND CHEVRONS		LF	\$ -	\$ -
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOPO LINE AND CROSSWALK		LF	\$ -	\$ -
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"		GM	\$ -	\$ -
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAONAL OR CHEVRON		LF	\$ -	\$ -
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"		GM	\$ -	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$ -	\$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE ARROW		EA	\$ -	\$ -
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$ -	\$ -

**CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$ -	\$ -
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$ -	\$ -
	TESTING ALLOWANCE	1.00	LS	\$ 150,000.00	\$ 150,000.00

**SUMMARY OF BASE BID: \$**

**BID ALTERNATE NO. 1 PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY**

(Bid Alternate No. 1 includes items associated with the construction of CR 2209 from just south of the full median opening north of S.R. 16 (Station 244+50) to International Golf Parkway, including the construction of Pond Z-01.)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$ -	\$ -
0102 1	MAINTENANCE OF TRAFFIC		LS	\$ -	\$ -
0102 71 16	TEMPORARY BARRIER, F&I, FREE STANDING		LF	\$ -	\$ -
0102 89 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION		LO	\$ -	\$ -
0104 10 3	SEDIMENT BARRIER		LF	\$ -	\$ -
0104 11	FLOATING TURBIDITY BARRIER		LF	\$ -	\$ -
0104 12	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC		LF	\$ -	\$ -
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$ -	\$ -
0104 18	INLET PROTECTION SYSTEM		EA	\$ -	\$ -
0107 1	LITTER REMOVAL		AC	\$ -	\$ -
0107 2	MOWING		AC	\$ -	\$ -
0110 1 1	CLEARING & GRUBBING		AC	\$ -	\$ -
0120 1	REGULAR EXCAVATION		CY	\$ -	\$ -
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	5,000.00	CY	\$ -	\$ -
0120 6	EMBANKMENT		CY	\$ -	\$ -
0160 4	TYPE B STABILIZATION		SY	\$ -	\$ -
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$ -	\$ -
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)		TN	\$ -	\$ -
	INLETS, CURB, COJ, <10'		EA	\$ -	\$ -
0425 1471	INLETS, CURB, TYPE 7, <10'		EA	\$ -	\$ -

**CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$ -	\$ -
0425 1542	INLETS, DT BOT, TYPE D, >10'		EA	\$ -	\$ -
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$ -	\$ -
0425 2 71	MANHOLES, J-7, <10'		EA	\$ -	\$ -
0425 2 72	MANHOLES, J-7, >10'		EA	\$ -	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$ -	\$ -
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$ -	\$ -
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$ -	\$ -
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$ -	\$ -
430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -
430536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$ -	\$ -
430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD		EA	\$ -	\$ -
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$ -	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$ -	\$ -
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$ -	\$ -
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$ -	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$ -	\$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$ -	\$ -
0570 1 2	PERFORMANCE TURF, SOD		SY	\$ -	\$ -
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$ -	\$ -
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$ -	\$ -
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$ -	\$ -
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE		EA	\$ -	\$ -
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE		EA	\$ -	\$ -
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR		AS	\$ -	\$ -
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL		LF	\$ -	\$ -
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT		EA	\$ -	\$ -
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE		EA	\$ -	\$ -
0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE		EA	\$ -	\$ -

CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$ -	\$ -
0646 1 40	ALUMINUM SIGLANS POLE, RELOCATE		EA	\$ -	\$ -
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$ -	\$ -
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$ -	\$ -
0650 1 70	VEHICULAR TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION		AS	\$ -	\$ -
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALLED LED COUNTDOWN, 1 WAY		AS	\$ -	\$ -
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN		AS	\$ -	\$ -
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT		EA	\$ -	\$ -
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$ -	\$ -
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$ -	\$ -
0670 5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET		AS	\$ -	\$ -
0700 1 11	SINGLE POST SIGN, F&I GORUND MOUNT, UP TO 12 SF		AS	\$ -	\$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$ -	\$ -
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$ -	\$ -
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$ -	\$ -
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF	\$ -	\$ -
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK		LF	\$ -	\$ -
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"		GM	\$ -	\$ -
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION LINE, 6"		GM	\$ -	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$ -	\$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW		EA	\$ -	\$ -
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$ -	\$ -
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$ -	\$ -
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$ -	\$ -



**CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	TESTING ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00

**SUMMARY OF BID ALT NO. 1: \$**

**BID ALTERNATE NO. 2 PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16**

(Bid Alternate No. 2 includes items associated with the construction of CR 2209 from State Road 16 (SR 16) to Station 244+50, not including the construction of Pond Z-01)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$ -	\$ -
0102 1	MAINTENANCE OF TRAFFIC		LS	\$ -	\$ -
0104 10 3	SEDIMENT BARRIER		LF	\$ -	\$ -
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$ -	\$ -
0104 18	INLET PROTECTION SYSTEM		EA	\$ -	\$ -
0107 1	LITTER REMOVAL		AC	\$ -	\$ -
0107 2	MOWING		AC	\$ -	\$ -
0110 1 1	CLEARING & GRUBBING		AC	\$ -	\$ -
0120 1	REGULAR EXCAVATION		CY	\$ -	\$ -
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	5,000.00	CY	\$ -	\$ -
0120 6	EMBANKMENT		CY	\$ -	\$ -
0160 4	TYPE B STABILIZATION		SY	\$ -	\$ -
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$ -	\$ -
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)		TN	\$ -	\$ -
	INLETS, CURB, COJ, <10'		EA	\$ -	\$ -
0425 1471	INLETS, CURB, TYPE 7, <10'		EA	\$ -	\$ -
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$ -	\$ -
0425 1542	INLETS, DT BOT, TYPE D, >10'		EA	\$ -	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$ -	\$ -
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$ -	\$ -
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$ -	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$ -	\$ -

**CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$ -	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$ -	\$ -
0570 1 2	PERFORMANCE TURF, SOD		SY	\$ -	\$ -
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF		AS	\$ -	\$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$ -	\$ -
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$ -	\$ -
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF	\$ -	\$ -
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK		LF	\$ -	\$ -
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 204 STOTED GUIDELINE/ 6-10 DOTTED EXTENSION LINE, 6"		GM	\$ -	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$ -	\$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE ARROW		EA	\$ -	\$ -
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$ -	\$ -
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$ -	\$ -
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$ -	\$ -
	TESTING ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00

**SUMMARY OF BID ALTERNATE NO. 2: \$**

**BID ALTERNATE NO. 3A PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 3A – SJCUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (SJCUD WORK ONLY)	1	LS	\$ -	\$ -
	<u>SANITARY FORCE MAIN:</u>				
2	24" DR 25 PVC SANITARY FORCE MAIN	7,700	LF	\$ -	\$ -
3	30" HDPE SANITARY FORCE MAIN	180	LF	\$ -	\$ -
4	20" 45 DEGREE BENDS	28	EA	\$ -	\$ -
5	20" GATE VALVES	4	EA	\$ -	\$ -
6	AIR RELEASE VALVES	6	EA	\$ -	\$ -
7	LOCATE WIRE BOXES	16	EA	\$ -	\$ -
8	24" X 30" REDUCER	2	EA	\$ -	\$ -
9	24" X 20" REDUCER	1	EA	\$ -	\$ -

**CR 2209 – BID ALTERNATE NO. 3A – SJCUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
	<u>RECLAIMED WATER MAIN:</u>				
10	20" DR 25 PVC RECLAIMED WATER MAIN	9,320	LF	\$ -	\$ -
11	24" HDPE RECLAIMED WATER MAIN	180	LF	\$ -	\$ -
12	20" 45 DEGREE BENDS	28	EA	\$ -	\$ -
13	20" GATE VALVES	4	EA	\$ -	\$ -
14	LOCATE WIRE BOXES	17	EA	\$ -	\$ -
15	24" 'X 20" REDUCER	2	EA	\$ -	\$ -
16	TEE, SLEEVE, & 2-20" VALVES NEAR STA. 319+80	1	LS	\$ -	\$ -
17	TEE, SLEEVE, & 2-20" VALVES NEAR STA. 410+75	1	LS	\$ -	\$ -
18	TESTING ALLOWANCE	1	LS	\$ 25,000.00	\$ 25,000.00

**SUMMARY OF BID ALTERNATE NO. 3A: \$**

**BID ALTERNATE NO. 3B PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 3B – SJCUD WATER TRANSMISSION MAIN**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (SJCUD WORK ONLY)	1	LS	\$ -	\$ -
	<u>WATER MAIN:</u>				
2	20" DR 18 PVC WATER MAIN	9,100	LF	\$ -	\$ -
3	24" HDPE WATER MAIN	180	LF	\$ -	\$ -
4	20" 45 DEGREE BENDS	44	EA	\$ -	\$ -
5	20" GATE VALVES	5	EA	\$ -	\$ -
6	6" PVC WATER MAIN	200	LF	\$ -	\$ -
7	6" GATE VALVES	9	EA	\$ -	\$ -
8	FIRE HYDRANTS	9	EA	\$ -	\$ -
9	LOCATE WIRE BOXES	20	EA	\$ -	\$ -
10	20" X 6" TEE	9	EA	\$ -	\$ -
11	20" X 24" REDUCER	2	EA	\$ -	\$ -
12	20" X 20" TAPPING SLEEVE AND VALVE	1	EA	\$ -	\$ -
13	TESTING ALLOWANCE	1	LS	\$ 25,000.00	\$ 25,000.00
	<u>RAW WATER MAIN</u>				
13	12" DR18 PVC RAW WATER MAIN	1,000	LF	\$ -	\$ -
14	12" 45 DEGREE BENDS	8	EA	\$ -	\$ -
15	12" GATE VALVES	2	EA	\$ -	\$ -
16	LOCATE WIRE BOXES	3	EA	\$ -	\$ -
17	24" X 12" TAPPING SLEEVE AND VALVE	1	EA	\$ -	\$ -

CR 2209 – BID ALTERNATE NO. 3B – SJCUD WATER TRANSMISSION MAIN – (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
18	TESTING ALLOWANCE	1	LS	\$ 5,000.00	\$ 5,000.00
<b>SUMMARY OF BID ALTERNATE NO. 3B:</b>				<b>\$</b>	



## ADDENDUM #2

September 27, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-03; CR 2209 Extension Central Segment - FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

### Revisions/Clarifications:

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

1. Correction to a prior response in Addendum #1 - Contractor shall complete clearing and grubbing of all areas within the limits of the base bid before March 26, 2024.
2. **Revised Attachment "Q" – Unit Prices for Adjustments/Schedule of Values** is provided with this Addendum adding pay items for Bid Alternate No. 3A and Bid Alternate No. 3B to include utility connections. The revised Attachment "Q" is attached to this Addendum, and has been uploaded to [www.DemandStar.com](http://www.DemandStar.com) as a fillable Excel document.

### Questions/Answers:

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

1. Are the driveway turnouts at station 291+80, 293+05, 296+00, 319+10, 319+30, 367+40, & 400+90 asphalt or concrete?  
**Answer: Driveway turnouts shall consist of asphalt pavement, base, and stabilized subgrade matching that of the adjacent roadway lane.**
2. The roadway sections are not clear on grassing requirements. Do all green areas and medians get seed & mulch?  
**Answer: All required grassing within the limits of construction shall be "Performance Turf, Sod", meeting Florida Department of Transportation (FDOT) specifications.**
3. Please provide a detail for Control Structure CS-AA-02.  
**Answer: The detail for CS-AA-02 is shown on sheet 141 of Bid Document "Exhibit A – Base Bid Plan Sheet".**
4. There is a bid item for 5" Limerock. Where is this used?  
**Answer: This base is utilized for temporary pavement. See note #20 on sheet 175 of Bid Document "Exhibit A – Base Bid Plan Sheet".**



5. There is a bid item for Rip Rap Rubble. Where is this used?

**Answer: Riprap, Rubble, F&I, Ditch Lining shall be used where the plans call for “Filter Point Mat Ditch Paving” on sheet 76 of Bid Document “Exhibit A – Base Bid Plan Sheet”. Rubble riprap shall be used in lieu of the filter point mat.**

6. With regards to subsoil excavation, does the replacement fill get paid in the same item? If not, how does replacement fill get paid?

**Answer: Yes, the replacement of suitable fill associated with subsoil excavation will be paid for in the contingency item for subsoil excavation.**

7. Addendum #1 requires coordination with various Contractors scheduled to perform work within the project limits. It also contains advertisement of potential financial transaction on the project limits with Others. It is known that Whites Ford Timber and a separate utility Contractor are scheduled. Please define all Contractors that are contemplated to be used on this work, along with a copy of any Contracts or Agreements between SJC, these Contractors, or others that may be involved in this project, as is customary. We also request, in line with standard practice on FDOT funded projects, that SJC provide Utility Work schedules for these Contractors. This information is required to bid the project.

**Answer: No additional information is available other than previously provided in Addendum #1 and with the original bid documents.**

8. Please review drainage pipe run Z-01-2 to CS-Z-01 on sheet 72. I believe this pipe run should be 36” and not 30”. Please confirm

**Answer: The pipe from CS-Z-01 to Z-01-2 shown on sheet 72 of Bid Document “Exhibit A – Base Bid Plan Sheet” (and the control structure detail on sheet 140) is 30” as noted.**

9. Please advise where exactly rip rap rubble is being installed?

**Answer: See response to Question #5.**

10. Where do the two concrete weir controls structures get paid?

**Answer: Items “Conc Class IV Retaining Walls (For Large Control Structures)” and “Reinforcing Steel – Retaining Wall (For Large Control Structures)” should be utilized in the unit cost form for CS-AA-02 and CS-AA-01-2**

11. There is no bid item for a 24x12 TS&V for the raw water main. How/where does this get paid? In fact there are no bid items for utility connections. Please advise.

**Answer: Attachment “Q” – Unit Prices for Adjustments/Schedule of Values has been revised to include utility connections for Bid Alternate No. 3A and Bid Alternate No. 3B (see “Revisions/Clarifications #2 above).**



12. Please confirm the water and reuse mains between SR16 & IGP will be installed deep enough below existing grade. We are concerned that these mains could be compromised during the roadway construction if minimal cover from existing is not met.

**Answer: The minimum cover for the Force Main (FM) and Reclaim Water Transmission Mains (RCWM) is reduced to 36" to allow for additional fill from the future roadway construction.**

13. Please confirm that the alternates will not be awarded to any other contractors and there will be only one contractor.

**Answer: The Base Bid and any alternates, if accepted by the County, will be awarded to one (1) Contractor.**

14. If we have zero quantity for a bid item on your schedule of values, shall we leave blank?

**Answer: All items on the schedule of values in attachment "Q" shall include a unit price to be used in the event a change order to the executed contract is necessary due to changes/modifications to the work. Quantities submitted in attachment "Q" are to be determined by the Contractor.**

15. Please advise if the Right-of-Way (R/W) is sodded or seeded, and if both, please define the limits.

**Answer: See the response to Question #2.**

16. Please advise if the Right-of-Way (R/W), Station 323+00 to 400+00, is open for us to conduct test holes and if so, specify where access points are located.

**Answer: Contractors may conduct test holes within County Right-of-Way (ROW) provided the Contractor obtains utility locates per Florida Law. However, access is not cleared through the County's ROW and Contractors are not permitted to access private property unless the Contractor makes arrangements with property owner(s).**

17. The geotechnical report states topsoil exists from 6" to 12". Since none of the borings indicate topsoil depths, what should we assume for topsoil depth in our bid. In addition, if needed, at what point is subsoil excavation recognized?(Depth).

**Answer: No additional information is available. Contractors will be required to clear, grub, and place embankment material in accordance with FDOT specifications.**

18. There is a data sheet for the box culvert that shows us raising the height of the existing right headwall on the existing box culvert. This work is not shown on the plans. Please advise if we need to include this work or not.

**Answer: Yes, this work should be included. The right headwall extension detail is shown on sheet ST-2 of Bid Document "Exhibit A – Base Bid Plan Sheet".**

19. In alternates 1 & 2, there are bid items for signalization work however there are no plans! Please advise if these items are valid and if so, please provide plans.

**Answer: The "Supplemental Base Bid Plan Sheets", provided with this Addendum and uploaded to [www.Demandstar.com](http://www.Demandstar.com) as "Exhibit N", show the work that is required should the Base Bid be implemented, including roadway, signing and marking, and signalization. The Bid Alternate 1 signal work includes the additional signal work required to build the full signal as shown in the "Base Bid**



**Plan Sheets". As described in the bid form, bidders shall include the additional signal work for bid alternate 1 above the base bid signal work.**

20. Is there a new signal at SR16? If so, please send the plans ASAP. Thanks.

**Answer: No, there is not a proposed traffic signal at SR 16 included in this project.**

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 11, 2023 @2:00 PM EDST**

**Bidder Acknowledgment:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title Authorized Representative

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

**END OF ADDENDUM NO. 2**



ATTACHMENT "Q" (REVISED PER ADDENDUM NO. 2)

UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

BASE BID PAY ITEMS					
CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY					
(Base Bid includes items associated with the construction of CR 2209 from International Golf Parkway to Silverleaf Parkway)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$ -	\$ -
0102 1	MAINTENANCE OF TRAFFIC		LS	\$ -	\$ -
0104 10 3	SEDIMENT BARRIER		LF	\$ -	\$ -
0104 11	FLOATING TURBIDITY BARRIER		LF	\$ -	\$ -
0104 12	STAKED TURBIDITY BARRIER – NYLON REINFORCED PVC		LF	\$ -	\$ -
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$ -	\$ -
0104 18	INLET PROTECTION SYSTEM		EA	\$ -	\$ -
0107 1	LITTER REMOVAL		AC	\$ -	\$ -
0107 2	MOWING		AC	\$ -	\$ -
0110 1 1	CLEARING & GRUBBING		AC	\$ -	\$ -
0120 1	REGULAR EXCAVATION		CY	\$ -	\$ -
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	20,000.00	CY	\$ -	\$ -
0120 6	EMBANKMENT		CY	\$ -	\$ -
0160 4	TYPE B STABILIZATION		SY	\$ -	\$ -
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$ -	\$ -
285702	OPTIONAL BASE, BASE GROUP 02 (5" LIMEROCK)		SY	\$ -	\$ -
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$ -	\$ -
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 ½" AVG DEPTH		SY	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" SP 9.5)		TN	\$ -	\$ -
0400 4 1	CONCRETE CLASS IV, CULVERTS		CY	\$ -	\$ -
0400 4 11	CONC CLASS IV, RETAINING WALLS (FOR LARGE CONTROL STRUCTURES)		CY	\$ -	\$ -

CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0415 1 1	REINFORCING STEEL – ROADWAY		LB	\$ -	\$ -
0415 1 3	REINFORCING STEEL – RETAINING WALL (FOR LARGE CONTROL STRUCTURES)		LB	\$ -	\$ -
	CURB INLET, COJ		EA	\$ -	\$ -
0425 1361	INLETS, CURB, TYPE P-6, <10'		EA	\$ -	\$ -
0425 1549	INLETS, DT BOT, TYPE D, MODIFY		EA	\$ -	\$ -
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$ -	\$ -
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$ -	\$ -
0425 2 71	MANHOLES, J-7, <10'		EA	\$ -	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$ -	\$ -
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$ -	\$ -
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$ -	\$ -
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$ -	\$ -
430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42" S/CD		LF	\$ -	\$ -
430982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD		EA	\$ -	\$ -
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$ -	\$ -
430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD		EA	\$ -	\$ -
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$ -	\$ -
430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD		EA	\$ -	\$ -
	POND CUT OFF WALL		LF	\$ -	\$ -
0515 2311	PEDESTRIAN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1		LF	\$ -	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$ -	\$ -
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$ -	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$ -	\$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$ -	\$ -
0550 10220	FENCING, TYPE B, 5.1-6.0', STANDARD		LF	\$ -	\$ -
0550 60233	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18' OPENING		EA	\$ -	\$ -
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$ -	\$ -
0524 1 2	CONCRETE DITCH PAVEMETN, NON REINFORCED, 4"		SY	\$ -	\$ -
0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING		TN	\$ -	\$ -
0570 1 2	PERFORMANCE TURF, SOD		SY	\$ -	\$ -

**CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)**

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>TOTAL QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$ -	\$ -
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$ -	\$ -
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$ -	\$ -
0635 2 11	PULL & SPLICE BOX, F*I, 13" X 24" COVER SIZE		EA	\$ -	\$ -
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$ -	\$ -
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE		EA	\$ -	\$ -
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$ -	\$ -
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$ -	\$ -
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY		AS	\$ -	\$ -
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN		AS	\$ -	\$ -
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$ -	\$ -
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$ -	\$ -
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUTN, UP TO 12 SF		AS	\$ -	\$ -
0705 10 1	OBJECT MARKER, TYPE 1		EA	\$ -	\$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$ -	\$ -
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$ -	\$ -
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$ -	\$ -
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGNOALS AND CHEVRONS		LF	\$ -	\$ -
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOPO LINE AND CROSSWALK		LF	\$ -	\$ -
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"		GM	\$ -	\$ -
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAONAL OR CHEVRON		LF	\$ -	\$ -
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"		GM	\$ -	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$ -	\$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE ARROW		EA	\$ -	\$ -
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$ -	\$ -

CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$ -	\$ -
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$ -	\$ -
	TESTING ALLOWANCE	1.00	LS	\$ 150,000.00	\$ 150,000.00
SUMMARY OF BASE BID:				\$	
BID ALTERNATE NO. 1 PAY ITEMS					
CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY (Bid Alternate No. 1 includes items associated with the construction of CR 2209 from just south of the full median opening north of S.R. 16 (Station 244+50) to International Golf Parkway, including the construction of Pond Z-01.)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$ -	\$ -
0102 1	MAINTENANCE OF TRAFFIC		LS	\$ -	\$ -
0102 71 16	TEMPORARY BARRIER, F&I, FREE STANDING		LF	\$ -	\$ -
0102 89 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION		LO	\$ -	\$ -
0104 10 3	SEDIMENT BARRIER		LF	\$ -	\$ -
0104 11	FLOATING TURBIDITY BARRIER		LF	\$ -	\$ -
0104 12	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC		LF	\$ -	\$ -
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$ -	\$ -
0104 18	INLET PROTECTION SYSTEM		EA	\$ -	\$ -
0107 1	LITTER REMOVAL		AC	\$ -	\$ -
0107 2	MOWING		AC	\$ -	\$ -
0110 1 1	CLEARING & GRUBBING		AC	\$ -	\$ -
0120 1	REGULAR EXCAVATION		CY	\$ -	\$ -
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	5,000.00	CY	\$ -	\$ -
0120 6	EMBANKMENT		CY	\$ -	\$ -
0160 4	TYPE B STABILIZATION		SY	\$ -	\$ -
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$ -	\$ -
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)		TN	\$ -	\$ -
	INLETS, CURB, COJ, <10'		EA	\$ -	\$ -
0425 1471	INLETS, CURB, TYPE 7, <10'		EA	\$ -	\$ -

CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$ -	\$ -
0425 1542	INLETS, DT BOT, TYPE D, >10'		EA	\$ -	\$ -
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$ -	\$ -
0425 2 71	MANHOLES, J-7, <10'		EA	\$ -	\$ -
0425 2 72	MANHOLES, J-7, >10'		EA	\$ -	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$ -	\$ -
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$ -	\$ -
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$ -	\$ -
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$ -	\$ -
430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -
430536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$ -	\$ -
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$ -	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$ -	\$ -
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$ -	\$ -
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$ -	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$ -	\$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$ -	\$ -
0570 1 2	PERFORMANCE TURF, SOD		SY	\$ -	\$ -
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$ -	\$ -
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$ -	\$ -
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$ -	\$ -
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE		EA	\$ -	\$ -
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE		EA	\$ -	\$ -
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR		AS	\$ -	\$ -
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL		LF	\$ -	\$ -
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT		EA	\$ -	\$ -
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE		EA	\$ -	\$ -
0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-PEDESTAL/SERVICE POLE		EA	\$ -	\$ -
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$ -	\$ -

CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0646 1 40	ALUMINUM SIGLANS POLE, RELOCATE		EA	\$ -	\$ -
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$ -	\$ -
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$ -	\$ -
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALLED LED COUNTDOWN, 1 WAY		AS	\$ -	\$ -
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL-POLE/PEDESTAL TO REMAIN		AS	\$ -	\$ -
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT		EA	\$ -	\$ -
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$ -	\$ -
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$ -	\$ -
0700 1 11	SINGLE POST SIGN, F&I GORUND MOUNT, UP TO 12 SF		AS	\$ -	\$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$ -	\$ -
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$ -	\$ -
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$ -	\$ -
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF	\$ -	\$ -
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK		LF	\$ -	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$ -	\$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW		EA	\$ -	\$ -
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$ -	\$ -
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$ -	\$ -
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$ -	\$ -
	TESTING ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00
<b>SUMMARY OF BID ALT NO. 1:</b>				\$	

**BID ALTERNATE NO. 2 PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16**

(Bid Alternate No. 2 includes items associated with the construction of CR 2209 from State Road 16 (SR 16) to Station 244+50, not including the construction of Pond Z-01)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$ -	\$ -
0102 1	MAINTENANCE OF TRAFFIC		LS	\$ -	\$ -
0104 10 3	SEDIMENT BARRIER		LF	\$ -	\$ -
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$ -	\$ -
0104 18	INLET PROTECTION SYSTEM		EA	\$ -	\$ -
0107 1	LITTER REMOVAL		AC	\$ -	\$ -
0107 2	MOWING		AC	\$ -	\$ -
0110 1 1	CLEARING & GRUBBING		AC	\$ -	\$ -
0120 1	REGULAR EXCAVATION		CY	\$ -	\$ -
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	5,000.00	CY	\$ -	\$ -
0120 6	EMBANKMENT		CY	\$ -	\$ -
0160 4	TYPE B STABILIZATION		SY	\$ -	\$ -
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$ -	\$ -
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)		TN	\$ -	\$ -
	INLETS, CURB, COJ, <10'		EA	\$ -	\$ -
0425 1471	INLETS, CURB, TYPE 7, <10'		EA	\$ -	\$ -
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$ -	\$ -
0425 1542	INLETS, DT BOT, TYPE D, >10'		EA	\$ -	\$ -
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$ -	\$ -
0425 2 71	MANHOLES, J-7, <10'		EA	\$ -	\$ -
0425 2 72	MANHOLES, J-7, >10'		EA	\$ -	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$ -	\$ -
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$ -	\$ -
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$ -	\$ -
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$ -	\$ -
430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -

## CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
430536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$ -	\$ -
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$ -	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$ -	\$ -
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$ -	\$ -
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$ -	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$ -	\$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$ -	\$ -
0570 1 2	PERFORMANCE TURF, SOD		SY	\$ -	\$ -
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$ -	\$ -
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$ -	\$ -
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$ -	\$ -
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE		EA	\$ -	\$ -
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE		EA	\$ -	\$ -
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR		AS	\$ -	\$ -
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL		LF	\$ -	\$ -
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT		EA	\$ -	\$ -
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE		EA	\$ -	\$ -
0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-PEDESTAL/SERVICE POLE		EA	\$ -	\$ -
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$ -	\$ -
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE		EA	\$ -	\$ -
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$ -	\$ -
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$ -	\$ -
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY		AS	\$ -	\$ -
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL-POLE/PEDESTAL TO REMAIN		AS	\$ -	\$ -
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, PURNISH & INSTALL CABINET EQUIPMENT		EA	\$ -	\$ -
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$ -	\$ -



**CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$ -	\$ -
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF		AS	\$ -	\$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$ -	\$ -
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$ -	\$ -
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$ -	\$ -
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF	\$ -	\$ -
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK		LF	\$ -	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$ -	\$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE ARROW		EA	\$ -	\$ -
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$ -	\$ -
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$ -	\$ -
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$ -	\$ -
	TESTING ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00

**SUMMARY OF BID ALTERNATE NO. 2:** \$

**BID ALTERNATE NO. 3A PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 3A – SJUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (SJUD WORK ONLY)	1	LS	\$ -	\$ -
	<u>SANITARY FORCE MAIN:</u>				
2	24" DR 25 PVC SANITARY FORCE MAIN	7,700	LF	\$ -	\$ -
3	30" HDPE SANITARY FORCE MAIN	180	LF	\$ -	\$ -
4	20" 45 DEGREE BENDS	28	EA	\$ -	\$ -
5	20" GATE VALVES	4	EA	\$ -	\$ -
6	AIR RELEASE VALVES	6	EA	\$ -	\$ -
7	LOCATE WIRE BOXES	16	EA	\$ -	\$ -
8	24" X 30" REDUCER	2	EA	\$ -	\$ -
9	24" X 20" REDUCER	1	EA	\$ -	\$ -
	<u>RECLAIMED WATER MAIN:</u>				
10	20" DR 25 PVC RECLAIMED WATER MAIN	9,320	LF	\$ -	\$ -

**CR 2209 – BID ALTERNATE NO. 3A – SJCUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS - (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
11	24" HDPE RECLAIMED WATER MAIN	180	LF	\$ -	\$ -
12	20" 45 DEGREE BENDS	28	EA	\$ -	\$ -
13	20" GATE VALVES	4	EA	\$ -	\$ -
14	LOCATE WIRE BOXES	17	EA	\$ -	\$ -
15	24" X 20" REDUCER	2	EA	\$ -	\$ -
16	TEE, SLEEVE, & 2-20" VALVES NEAR STA. 319+80	1	LS	\$ -	\$ -
17	TEE, SLEEVE, & 2-20" VALVES NEAR STA. 410+75	1	LS	\$ -	\$ -
18	TESTING ALLOWANCE	1	LS	\$ 25,000.00	\$ 25,000.00

**SUMMARY OF BID ALTERNATE NO. 3A:** \$

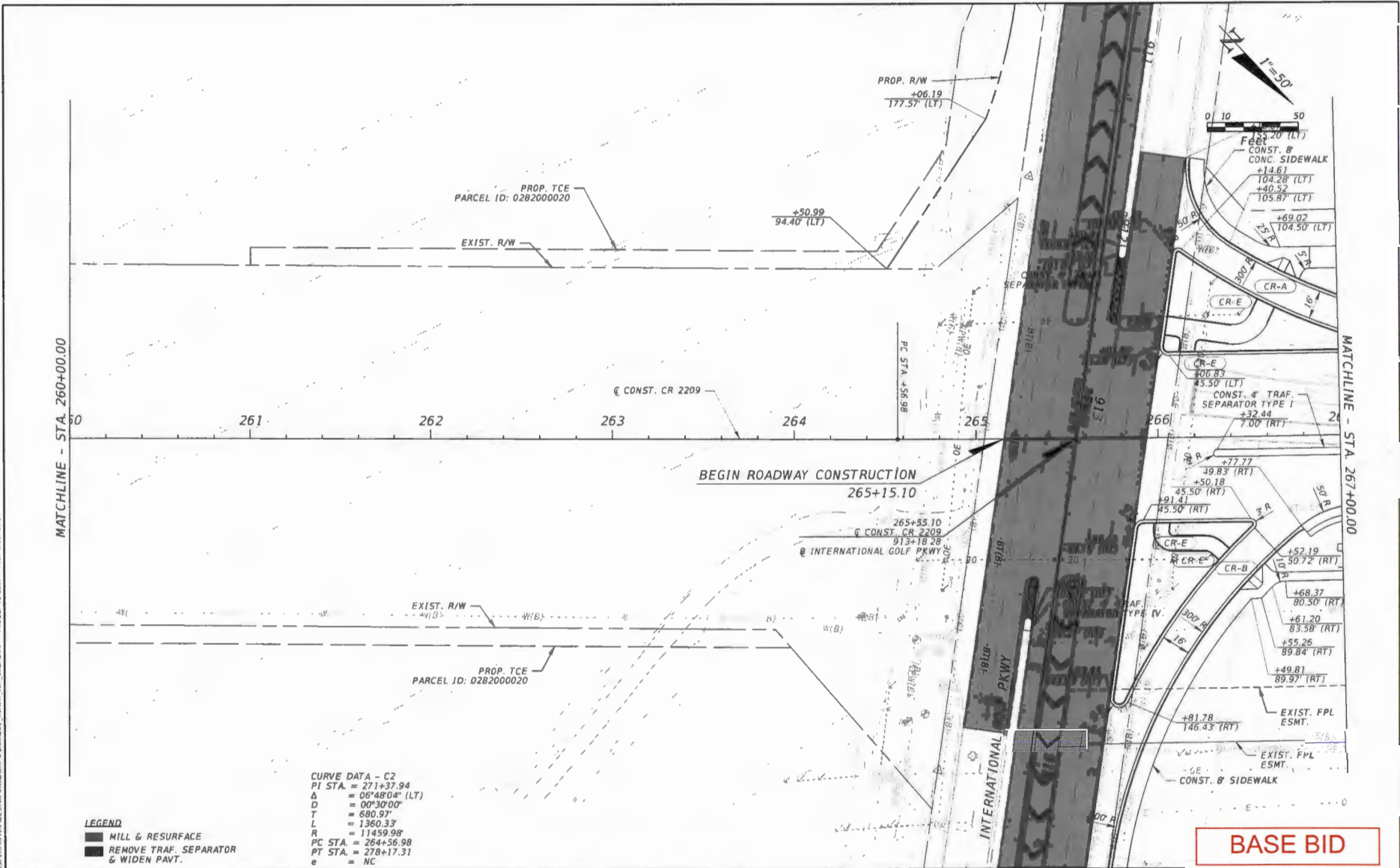
**BID ALTERNATE NO. 3B PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 3B – SJCUD WATER TRANSMISSION MAIN**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (SJCUD WORK ONLY)	1	LS	\$ -	\$ -
	<u>WATER MAIN:</u>				
2	20" DR 18 PVC WATER MAIN	9,100	LF	\$ -	\$ -
3	24" HDPE WATER MAIN	180	LF	\$ -	\$ -
4	20" 45 DEGREE BENDS	44	EA	\$ -	\$ -
5	20" GATE VALVES	5	EA	\$ -	\$ -
6	6" PVC WATER MAIN	200	LF	\$ -	\$ -
7	6" GATE VALVES	9	EA	\$ -	\$ -
8	FIRE HYDRANTS	9	EA	\$ -	\$ -
9	LOCATE WIRE BOXES	20	EA	\$ -	\$ -
10	20" X 6" TEE	9	EA	\$ -	\$ -
11	20" X 24" REDUCER	2	EA	\$ -	\$ -
12	20" X 20" TAPPING SLEEVE AND VALVE	1	EA	\$ -	\$ -
13	TESTING ALLOWANCE	1	LS	\$ 25,000.00	\$ 25,000.00
	<u>RAW WATER MAIN</u>				
13	12" DR18 PVC RAW WATER MAIN	1,000	LF	\$ -	\$ -
14	12" 45 DEGREE BENDS	8	EA	\$ -	\$ -
15	12" GATE VALVES	2	EA	\$ -	\$ -
16	LOCATE WIRE BOXES	3	EA	\$ -	\$ -
17	24" X 12" TAPPING SLEEVE AND VALVE	1	EA	\$ -	\$ -
18	TESTING ALLOWANCE	1	LS	\$ 5,000.00	\$ 5,000.00

**SUMMARY OF BID ALTERNATE NO. 3B:** \$

SIZES  
 7.000121-REVISIONS  
 SIZES  
 7.000121-REVISIONS



CURVE DATA - C2  
 PI STA. = 271+37.94  
 Δ = 06°48'04" (LT)  
 D = 00°30'00"  
 T = 680.97'  
 L = 1360.33'  
 R = 11459.98'  
 PC STA. = 264+56.98  
 PT STA. = 278+17.31  
 e = NC

**LEGEND**  
 ■ MILL & RESURFACE  
 ■ REMOVE TRAF. SEPARATOR & WIDEN PAVT.

REVISIONS	
DATE	DESCRIPTION

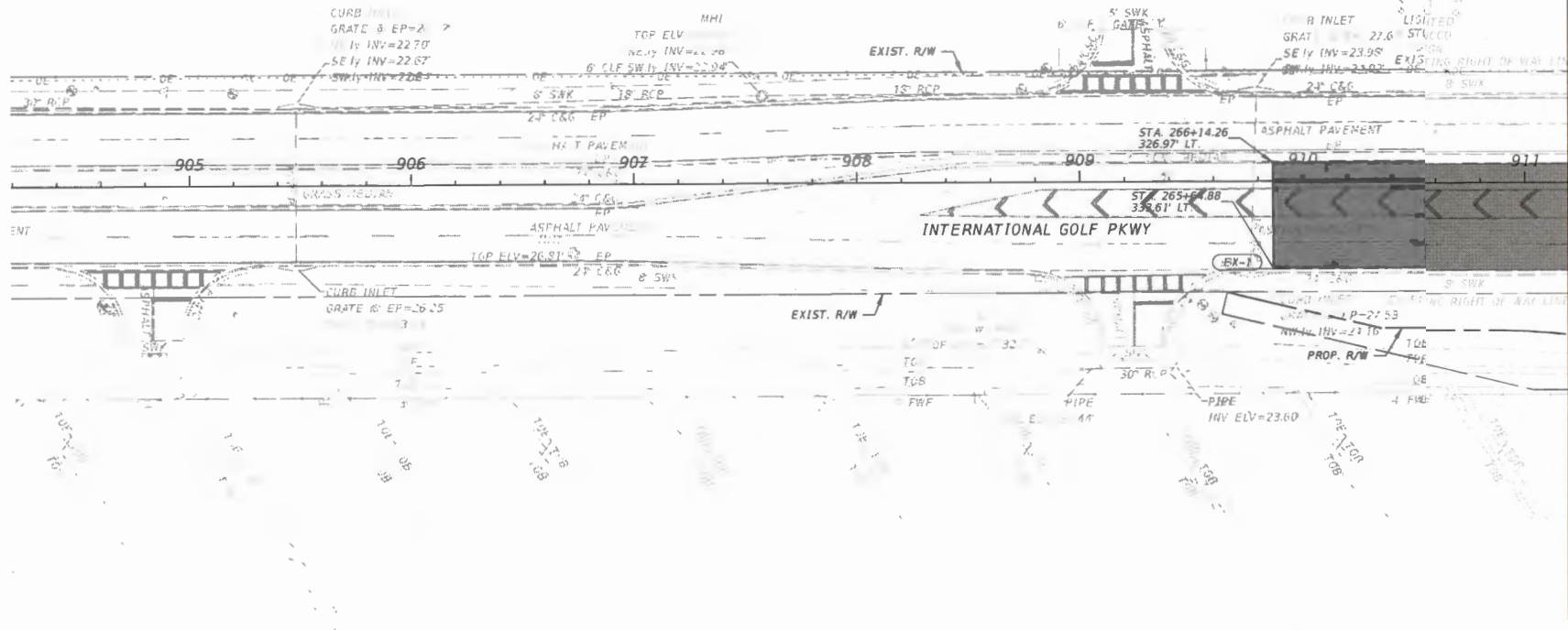
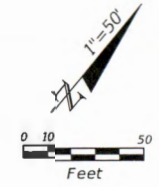
**ETM**  
 CHASE WILKINSON  
 License No. 0324

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

**CR 2209 EXTENSION**  
**ROADWAY PLAN**

SHEET NO.
24

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6105-28.004, F.A.C.



**LEGEND**  
 ■ MILL & RESURFACE

**BASE BID**

DATE: 08/23/23 11:28 AM; USER: JACOBSON; PROJECT: CR 2209 EXTENSION; DRAWING: ROADWAY PLAN; MODEL: R01-1; SHEET: 68 OF 68

REVISIONS	
DATE	DESCRIPTION

**ETM**  
 CHASE WILKINSON  
 LICENSE NO. 81324

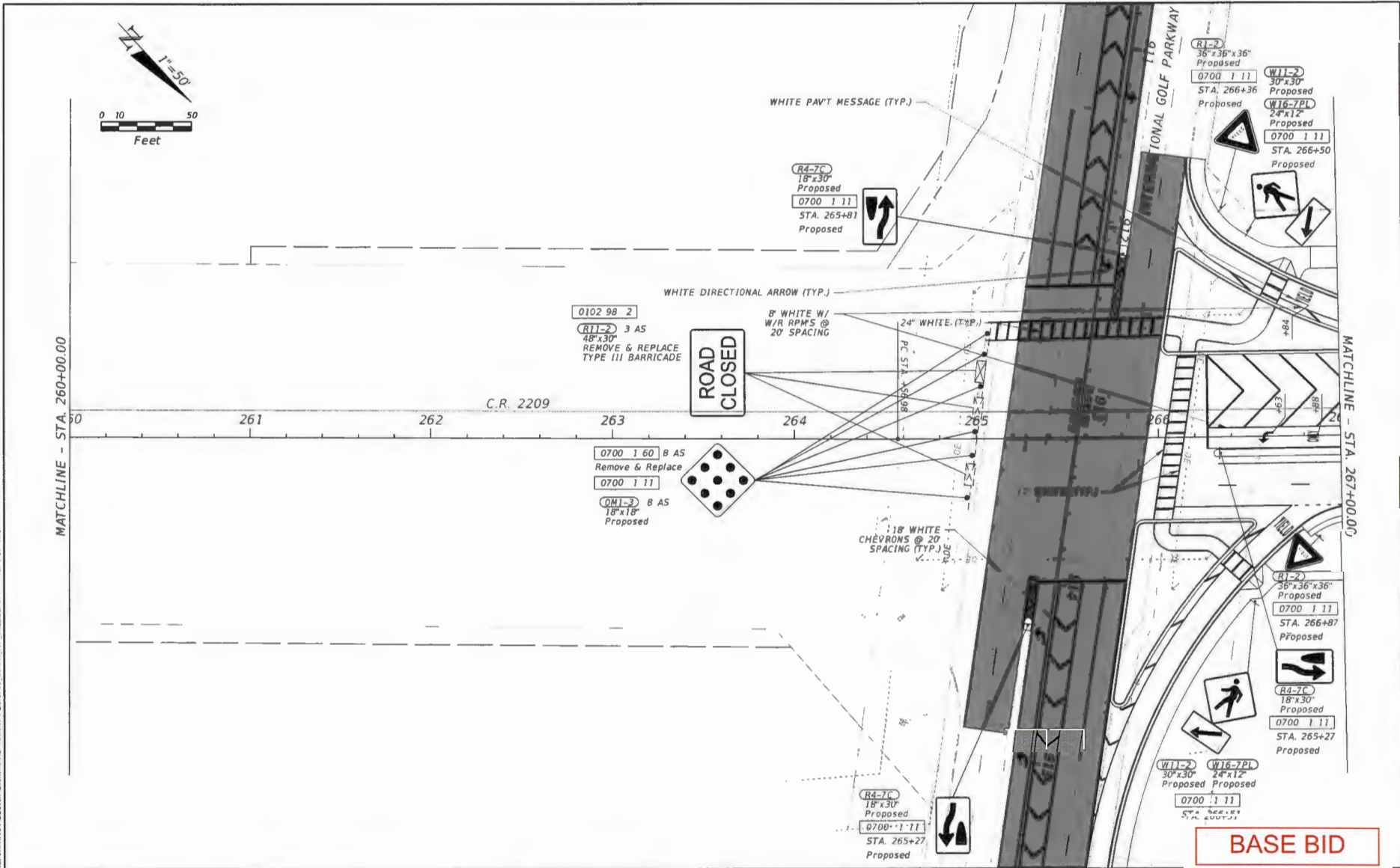
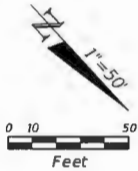
**St Johns County**

DATE	COUNTY NO.	ETM NO.
AUG 2023		21348

**CR 2209 EXTENSION**  
**ROADWAY PLAN**

SHEET NO.  
 68

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE. DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-21.004 - F.A.C.



MATCHLINE - STA. 260+00.00

MATCHLINE - STA. 267+00.00

SIZES: 1/4" = 1'-0"   
 DATE: 11/15/2023   
 DRAWN: J. J. ...   
 CHECKED: ...   
 PROJECT: CR 2209 EXTENSION

REVISIONS	
DATE	DESCRIPTION

**ETM** Engineering & Traffic Management, Inc.  
1775 Old St. Augustine Road  
 Jacksonville, FL 32209  
 TEL: (904) 546-0000  
 FAX: (904) 546-0000  
 Highway - 1984 LE-1000216  
 CHASE WILKINSON Licence No. 09324

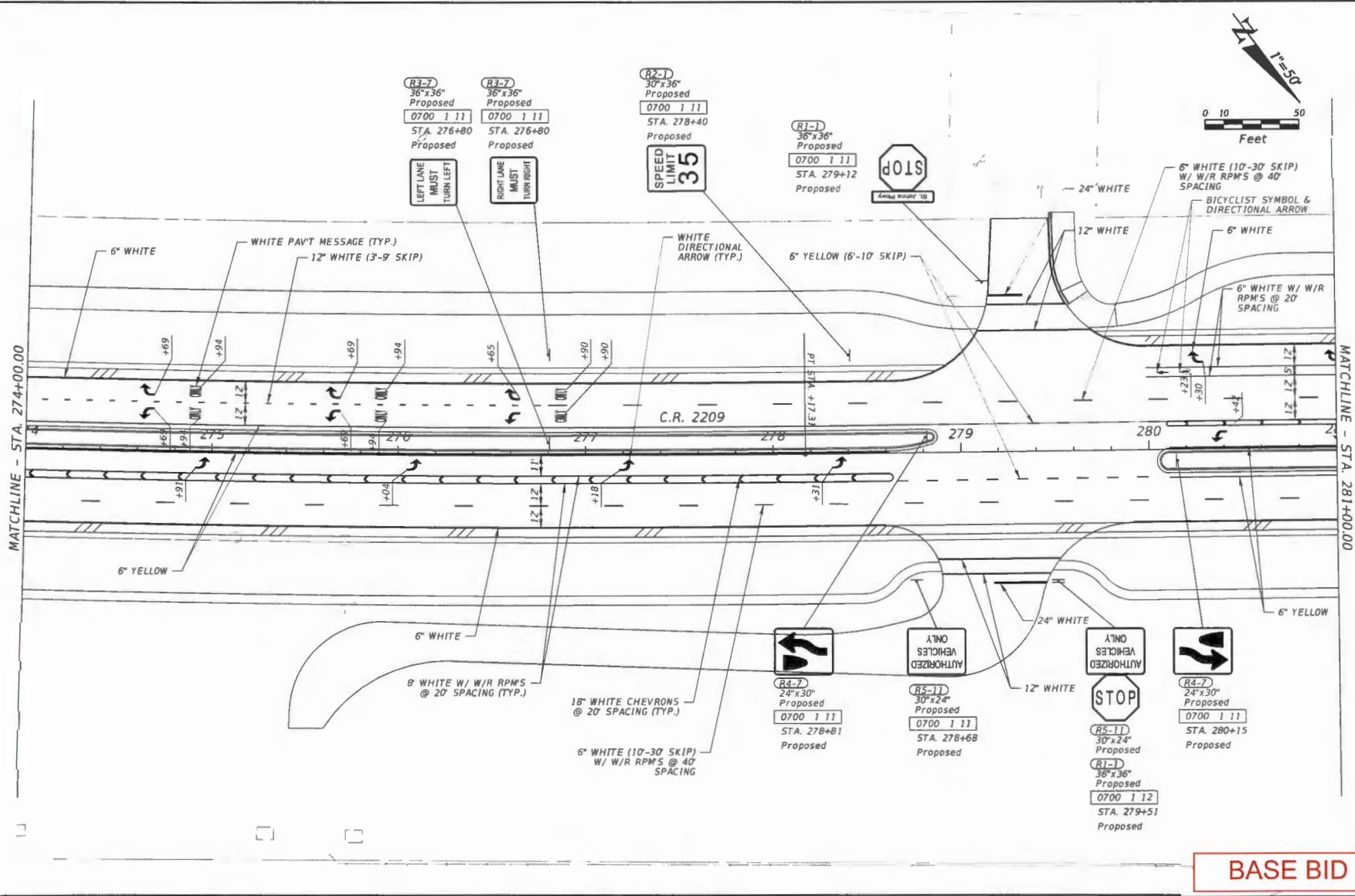
St Johns County		
DATE	COUNTY NO.	ETM NO.
AUG 2023		21348

**CR 2209 EXTENSION**  
**SIGNING & PAVEMENT MARKING**  
**PLAN**

SHEET NO.
279

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-23.004, F.A.C.





**BASE BID**

DRAWN BY: STUBBS  
 CHECKED BY: STUBBS  
 DATE: 7/20/23  
 PROJECT: STUBBS  
 MODEL: SPN - Plan 7 (Sheet)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

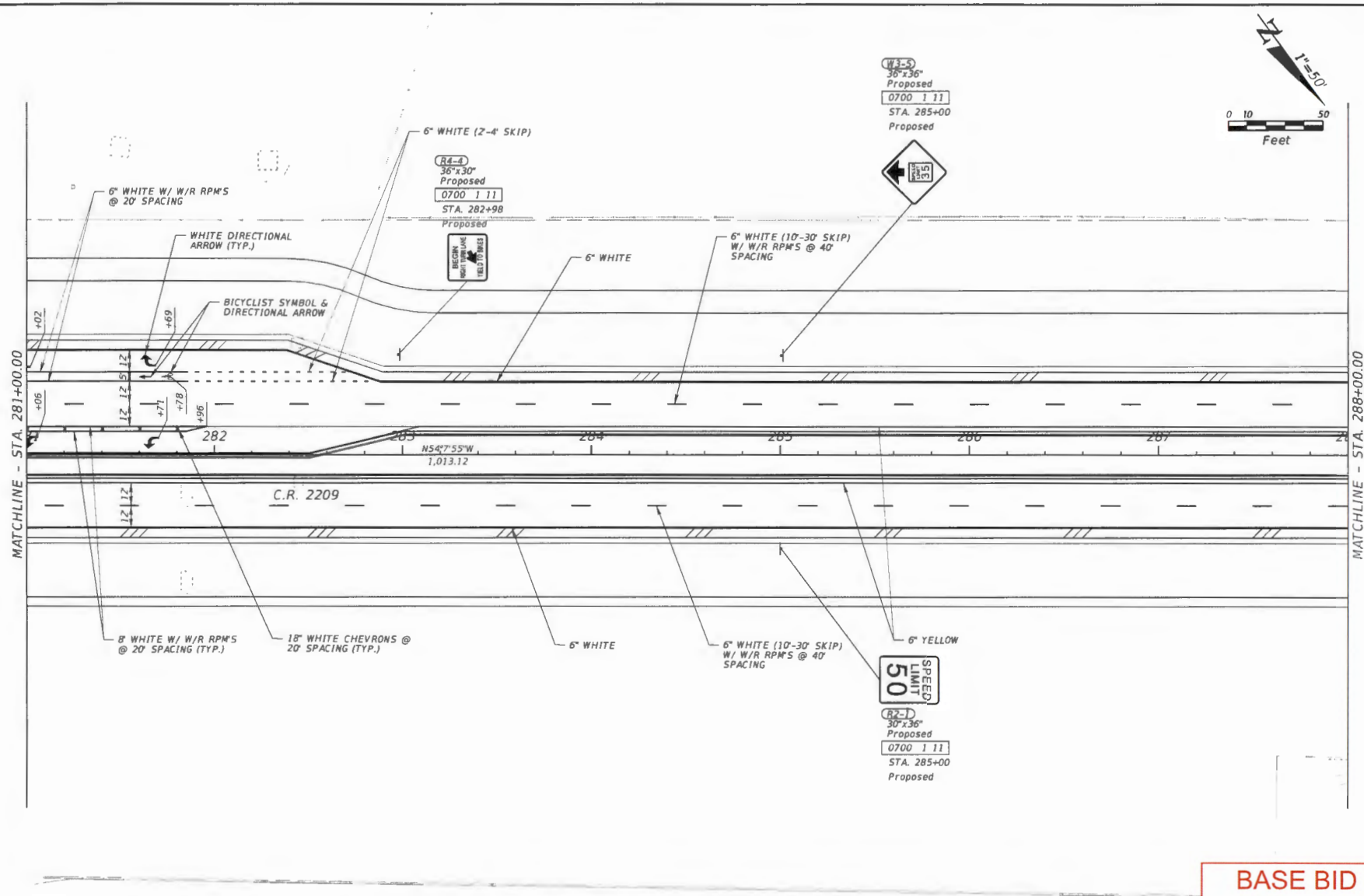
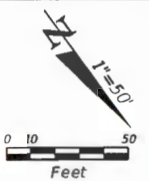
**ETM**  
 ENGINEERING & TRANSPORTATION MANAGEMENT  
 CHASE WILKINSON License No. 03324

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
AUG 2023		21348

**CR 2209 EXTENSION  
 SIGNING & PAVEMENT MARKING  
 PLAN**

SHEET NO.
281

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-23.004, F.A.C.



**BASE BID**

SHEETS: 17-0001(1,2)-2487-TRANSFORMATION-DESIGN-SIGNING-MARKING-PAVEMENT-IMPROVEMENT-PROJECT, I.D.P. UNDERBID-SHA - PLAN # (Sheet)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION


**ETM**  
 ENGINEERING & TRANSPORTATION MARKING  
 4275 Old St. James Road  
 Jacksonville, FL 32210  
 TEL: (904) 248-0800  
 FAX: (904) 248-0800  
 August 2004 LC-0000010  
 CHASE WILKINSON License No. 83324

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

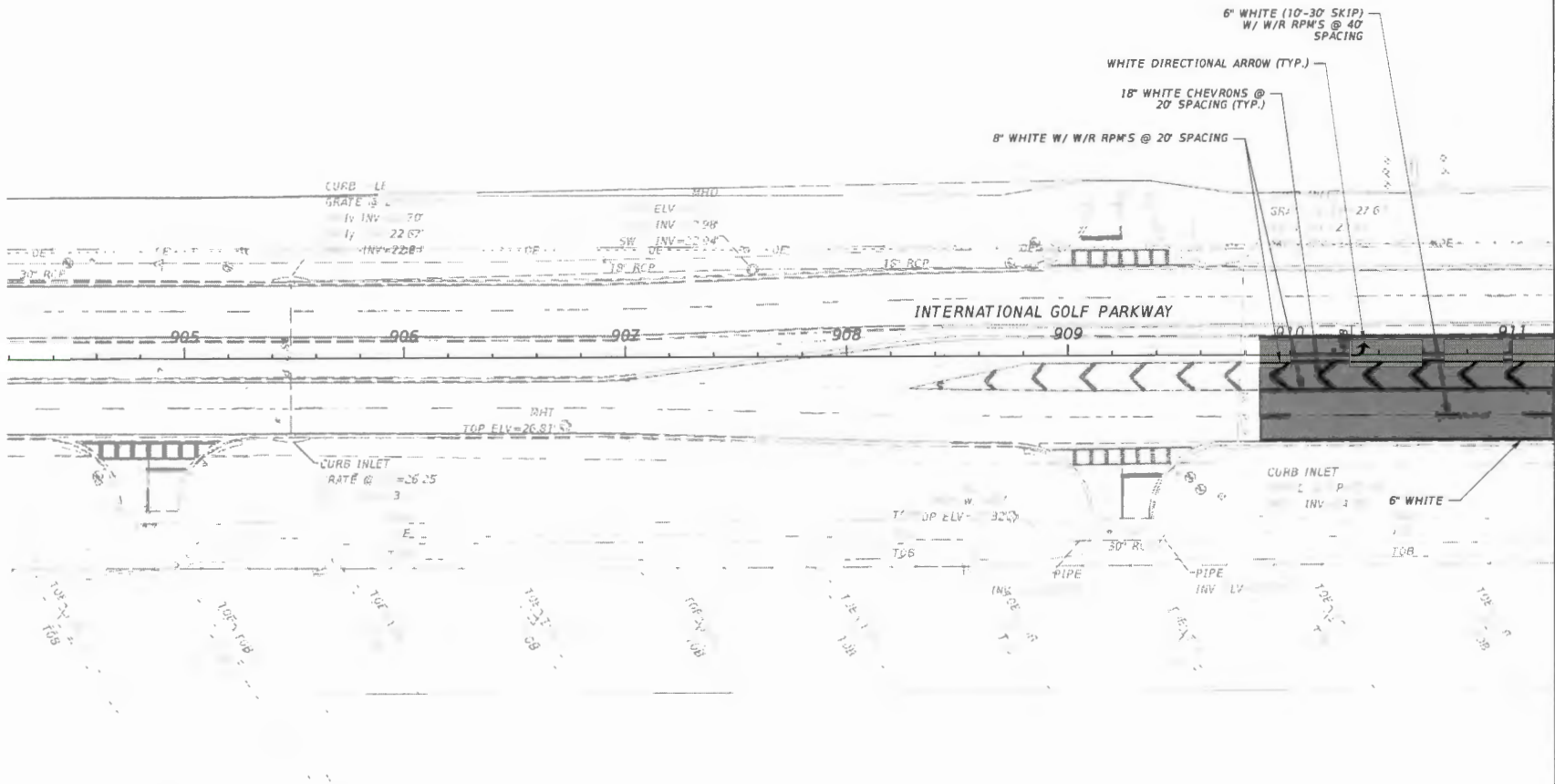
**CR 2209 EXTENSION**  
**SIGNING & PAVEMENT MARKING**  
**PLAN**

SHEET NO.
282

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-33.004, F.A.C.



STARS 30425 7/20/2023 1:38 PM TRANSPOINT AT CONSTRUCTION SIGNING AND PAVEMENT MARKING (PLAN) - STA. 911+19.31



MATCHLINE - STA. 911+19.31

BASE BID

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

**ETM**  
 Engineering & Traffic Management  
 1070 Old St. Augustine Road  
 Jacksonville, FL 32209  
 TEL: (904) 848-8888  
 FAX: (904) 848-8891  
 Douglas - 2004 LC - 1000118  
 License No. 01324  
 CHASE WILKINSON

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

**CR 2209 EXTENSION**  
**SIGNING & PAVEMENT MARKING**  
**PLAN**

SHEET NO.
303

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

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												TOTAL THIS SHEET		GRAND TOTAL		
			309												PLAN	FINAL	PLAN	FINAL	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL					
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	75													75.00			
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	105													105.00			
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	40													40.00			
635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	6													6.00			
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	2													2.00			
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE	EA	1													1.00			
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE	EA	1													1.00			
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	2													2.00			
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	2													2.00			
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	3													3.00			
0650 1 70	VEHICULAR TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION	AS																	
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	3													3.00			
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	1													1.00			
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	1													1.00			
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	3													3.00			

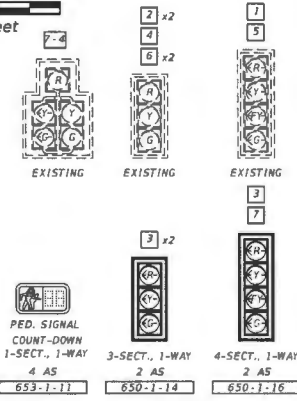
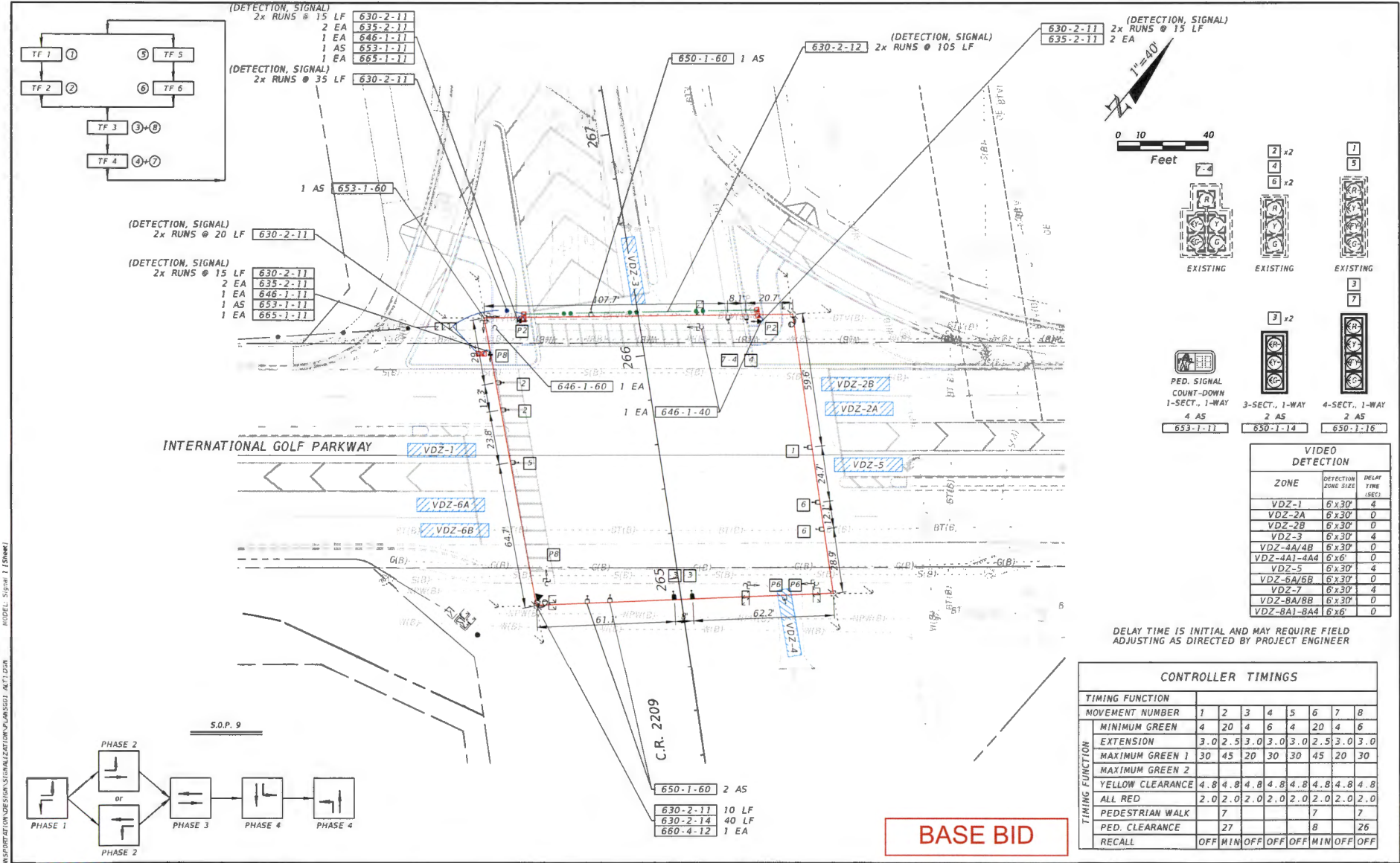
BASE BID

20250517 15:26:02 \\21-jan-trans\transportation\signalization\2025\04\_ACT.DWG MODEL: DPRINTSHEETS

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

REVISIONS		 <p><b>ETM</b> Engineering &amp; Technical Management, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32218 TEL: (904) 625-8999 FAX: (904) 625-4467 Inquiry: (888) 46-8888/16</p> <p>ADRIANN C. LEBLANC License No. 87860</p>	St Johns County		CR 2209 EXTENSION		SHEET NO.  308	
DATE	DESCRIPTION		DATE	DESCRIPTION	DATE	COUNTY NO.		ETM NO.
					AUG 2023			21348

**SUMMARY OF PAY ITEMS**



VIDEO DETECTION

ZONE	DETECTION ZONE SIZE	DELAY TIME (SEC)
VDZ-1	6' x 30'	4
VDZ-2A	6' x 30'	0
VDZ-2B	6' x 30'	0
VDZ-3	6' x 30'	4
VDZ-4A/4B	6' x 30'	0
VDZ-4A1-4A4	6' x 30'	0
VDZ-5	6' x 30'	4
VDZ-6A/6B	6' x 30'	0
VDZ-7	6' x 30'	4
VDZ-8A/8B	6' x 30'	0
VDZ-8A1-8A4	6' x 6'	0

DELAY TIME IS INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY PROJECT ENGINEER

CONTROLLER TIMINGS

TIMING FUNCTION	1	2	3	4	5	6	7	8
MOVEMENT NUMBER	1	2	3	4	5	6	7	8
MINIMUM GREEN	4	20	4	6	4	20	4	6
EXTENSION	3	0	2.5	3	0	3	0	2.5
MAXIMUM GREEN 1	30	45	20	30	30	45	20	30
MAXIMUM GREEN 2								
YELLOW CLEARANCE	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8
ALL RED	2	0	2	0	2	0	2	0
PEDESTRIAN WALK	7				7			7
PED. CLEARANCE						8		26
RECALL	OFF	MIN	OFF	OFF	OFF	MIN	OFF	OFF

SDMES T:\0221\CR 2209\TRANSFORMATION\DESIGN\GENERALIZATION\WORKBOOK\ACT1.DWG MODEL: Signal 1 (Signal)

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

REVISIONS				ETM Engineering & Traffic Management ADRIAN C. LEBLANC Licence No. 87869	St Johns County			CR 2209 EXTENSION		SHEET NO. 309
DATE	DESCRIPTION	DATE	DESCRIPTION		DATE	COUNTY NO.	ETM NO.	SIGNAL PLAN		
					AUG 2023		21348			



## ADDENDUM #1

September 22, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-03; CR 2209 Extension Central Segment - FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

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

### Revisions/Clarifications:

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

1. A pdf file for Exhibit A – Base Bid Plan Sheets prepared on 11" x 17" sized paper have been uploaded to [www.DemandStar.com](http://www.DemandStar.com).
2. The following Sheets of the Construction Plans from Bid Document "Exhibit A – Base Bid Plan Sheet" have been revised: Sheets 3, 4, 7, 9A, 73, 75, 78, 140, and 142. The revised plan sheets have been uploaded to [www.DemandStar.com](http://www.DemandStar.com) and are provided with this Addendum.
3. MicroStation and CAD files have been placed on the Engineer of Record's FTP site at the following link, which will be available for download until October 11, 2023:  
<https://files.etminc.com/folders/3wegdy38>
4. **Revised Exhibit C – Construction Plans – Bid Alt. No. 3A and Bid Alt. No. 3B** have been uploaded to [www.DemandStar.com](http://www.DemandStar.com) and are provided with this Addendum.
5. **Revised Attachment "Q" – Unit Prices for Adjustments/Schedule of Values** is provided with this Addendum adding pay items for Cut Off Walls required for the pond construction for the Base Bid, Subsoil Excavation (Contingency) in Bid Alternates 1 and 2, and changes to Bid Alternate No. 3B regarding quantity for Pay Item #4 (20" 45 Degree Bends) and addition of pay items 13 through 17 for Raw Water Main. The revised Attachment "Q" is attached to this Addendum, and has been uploaded to [www.DemandStar.com](http://www.DemandStar.com) as a fillable Excel document.
6. **Revised Official County Bid Form** is provided with this Addendum to add "Bid Alternate No. 4 – Box Culvert Deductive Alternate" which shall consist of a reduction in cost to have the triple 12' x 8' box culvert constructed by others, including the connection to the existing culverts, construction of the 12'x8' cells, construction of the western headwall, handrail, and construction of the ditch pavement. If this bid alternate is selected by the County, contractor will be required to coordinate work with the box culvert contractor.



Failure to use the Revised Official County Bid Form may result in the submittal being deemed non-responsive.

7. For clarification, this is not a “unit priced” bid. Bid components for the Official County Bid Form are “Not-To-Exceed” pricing for the Base Bid, Bid Alternate No. 1, Bid Alternate No. 2, Bid Alternate 3A, and Bid Alternate 3B. Attachment “Q” in the Bid document is only used as a Schedule of Values in the event a change order to the executed contract is necessary due to changes/modifications to the work.
8. Erosion control measures, clearing, grading, excavation, and sodding of ponds SMF AA-01, SMF A-10, SMF AA-02, SMF P-02, and SMF P-01 will be performed by others that will be contracted by White’s Ford Timber. White’s Ford Timber intends to sell excavated material from the ponds to the County’s roadway contractor for this project. White’s Ford Timber will complete excavation of the stormwater ponds on or before July 11, 2025. Inquiries regarding the purchase of the excavated material can be directed to Kim Bryan, [kbryan@hutsонcompanies.com](mailto:kbryan@hutsонcompanies.com)

Under this County contract for CR 2209, Contractors will be responsible for coordinating with White’s Ford Timber for the following work required to complete the roadway project:

- a) Installation of storm drains into and out of the ponds
  - b) Installation of control structures
  - c) Installation of cut-off walls shown on the plans.
  - d) Additionally, unsuitable material may be disposed of below the bottom depths in the ponds, provided a minimum of 24” of suitable material is placed between any unsuitable material and the bottom elevation of the pond.
9. The following verbiage has been added to the Bid Document and the Revised Bid Document has been uploaded to [www.DemandStar.com](http://www.DemandStar.com).

a) **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American’s Disabilities Act (ADA) during the performance of the work.

b) **PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder’s social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County’s governing body shall not give preference to a Bidder based on the Bidder’s social, political, or ideological interests.

- c) **Attachment “R” – Equal Opportunity Report Statement** has been added to the Bid document and is attached to this Addendum.



**Questions/Answers:**

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

1. The plans provided through DemandStar are not to scale. Please upload plans to scale so we can print and use. Thanks.

**Answer: Revised plans have been uploaded to Demandstar. Plans are prepared on 11" x 17" paper.**

2. I have downloaded the plans for this project a couple of times. They keep coming through as 8.5x11 size which make the scaling inaccurate. Can you check this? It is the same for the base set and both alternate sets.

**Answer: Revised plans have been uploaded to Demandstar. Plans are prepared on 11" x 17" paper.**

3. The Army Corps permit is set to expire in March of 2024. Will the County be renewing it?

**Answer: The Army Corps of Engineers (ACOE) permit cannot be renewed. Contractor shall complete clearing and grubbing of all areas within the limits of the base bid before March 30, 2024. Currently a NTP date of December 11, 2023 is anticipated.**

4. The Army Corps permit requires a great deal of mitigation of wetlands amongst other work. Is the Contractor responsible for any mitigation? If so, it is not clear to what extent. Please elaborate further.

**Answer: The contractor is not responsible for wetland mitigation associated with this project as it has already been completed.**

5. Plans and profiles do not address removal and replacement of unsuitable soils below grade under the roadway section. Typically, roadway plans would identify these areas. Can you provide me with this information if subsoil excavation is necessary?

**Answer: Bidders shall familiarize themselves with all bid documents, including Geotechnical Engineering Report signed January 20, 2023. Based on the limited exploration included in this report, the plans do not specify any areas of subsoil removal.**

**The base bid includes a quantity of 20,000 CY of Subsoil Excavation which is included for contingency purposes should the contractor encounter soils within the roadway alignment not meeting Florida Department of Transportation (FDOT) Standard Index 120-001. This item includes the removal of all unsuitable material encountered but not shown on the plans, naturally occurring or otherwise, as required for roadway, drainage, and utility construction. This item also includes replacement of removed unsuitable material not shown in the plans with suitable fill in accordance with project specifications.**

6. Certain areas within the ditches require fill that meets Hydraulic Conductivity at 0.06 In/HR. Do we know if the soils excavated from the ponds meet this requirement? In addition, should we need dirt from offsite sources, there is no way to know for certain which specific sources would meet this requirement unless identified prior to the bid. Please advise.

**Answer: The hydraulic conductivity of soils within pond areas is unknown. It is the Bidder's responsibility to obtain soils meeting the hydraulic conductivity requirement within their bid, with the testing requirements outlined in the plans.**

7. Do you have plans that clearly define existing conditions and where demolition is required?



**Answer:** The Roadway Plan Sheets and Utility Adjustment Plan sheets depict existing topographic conditions. The contractor will be responsible for clearing the right of way as shown on the typical sections and erosion control sheets. Beyond the limit of new pavement construction at Sta. 405+01 and along International Golf Parkway, only existing elements conflicting with new construction or labeled to be removed shall be removed. There is no anticipated building demolition within the project.

8. The plans reference FDOT index 120-001. Please confirm special select soil is not required for this project.

**Answer:** The plans specify only the construction of a flexible, asphalt pavement roadway. Per FDOT Index 120-001, special select soils are not specified for flexible pavement roadways.

9. The Contract Document Bid Form does not provide quantities for all items. Please provide quantities for all items.

**Answer:** Contractors are to perform their own quantity take offs for the project and complete the quantities, unit prices, and total amounts for each pay item shown in Attachment "Q". The total amounts shown in Attachment "Q" shall equal the not to exceed prices entered for the base bid and bid alternates.

The base bid includes a testing allowance of \$150,000.00 that Contractors shall include in their total base bid. This allowance includes, but is not limited to, all LBR tests, compaction tests, asphalt coring, concrete strength tests, etc. An allowance is provided for this item, but all reimbursements for this item will be made to the contractor based upon the actual testing company's invoices with no contractor mark-up. Contractor must obtain County approval of the testing company and testing rate schedule prior to utilizing on the project. Testing allowances have been added to each of the bid alternates as well.

Contractor is to provide unit costs for bid alternates 3A and 3B with the quantities provided in "Revised Attachment Q – Unit Prices for Adjustments/Schedule of Values" (see "Revisions/Clarifications #5" above). A revised typical section of the proposed utilities is included with this addendum (see "Revisions/Clarifications #4" above).

See the response to question #5 regarding the quantity for Subsoil Excavation.

10. The Contract Document Bid Form provides a quantity of 20,000 CY for Pay Item 0120 4 Subsoil Excavation. Please provide exactly what type of subsoil is anticipated, along with plan sheets or details showing location, depth, width, and length of the anticipated subsoil.

**Answer:** See the response to Question #5 regarding the Subsoil Excavation.

11. The Cross Sections in the Construction Plans do not provide excavation, embankment, and unsuitable quantities as is typically shown. Please provide.

**Answer:** This project was designed utilizing 3D models. These model files, along with the survey 3D surface, are included in the Microstation and CAD files (see above under "Revisions/Clarifications #3 for link to Microstation and CAD files).



12. Pond Plan sheets on Construction Plans do not show any embankment, excavation, or unsuitable quantities. Please provide.

**Answer: See response to question #11.**

13. How will the embankment, regular excavation, and unsuitable excavation be measured for progress payment?

**Answer: Measurement will be in accordance with FDOT Specification 120.**

14. Construction Plans for Bid Alternate 3 appear conceptual. Please provide plans showing all fittings, valves, restrained lengths, fire hydrants, ARV's, methods of tie in, and profile views for this work. We cannot begin work on pricing this until plans received.

**Answer: Bidders are to provide unit costs for Bid Alternates 3A and 3B based on the quantities provided in "Revised Attachment Q – Unit Prices for Adjustments/Schedule of Values" (see "Revisions/Clarifications #5" above). A typical section of the proposed utilities is included with this addendum (Sheet 9A – see "Revisions/Clarifications #2 above).**

15. It was discussed that a different SJC contract may be underway with the same project limits, during the CR 2209 Contract time, constructing underground utilities. Please define coordination requirements for each of these parties regarding scheduling, MOT, erosion control, access to the work, work restrictions, or any other conditions that may need to be considered.

**Answer: The County intends to contract separately for utility work between SR 16 to north of IGP. The extent of this work is shown on the utility adjustment sheets in the plans. The schedule for this work is anticipated to take place between December 2023 and July 2024. The Contractor is to include coordination with this project per FDOT Specification 8-4.4.**

16. Who will be the CEI?

**Answer: The Construction Engineering and Inspection (CEI) firm is unknown at this time.**

17. What is the warranty period?

**Answer: The warranty period for this project will be 12-months.**

18. You indicated at the pre-bid conference that the base bid work allows 15 months for construction. This is not enough time. 700 days is pushing it. The scope and value of the base bid needs 2 years. The specifications do not distinguish on time. Please consider 2 years for the base bid and additional time for the alternates combined.

**Answer: The Base Bid is to be based on a schedule not to exceed seven hundred (700) consecutive calendar days. No additional time will be granted if any of the bid alternates are selected.**

19. Without scaled plans, we are losing valuable time, please consider pushing out the bid date.

**Answer: There is no additional time allocated with this Addendum**

20. Could alternate 1 & alternate 2 be awarded without the other? That would not make sense.

**Answer: St. Johns County has the option to award Alternate #1 without Alternate #2. If awarded, Alternate #2 will not be awarded without Alternate #1 to maintain logical construction and geographic sequence.**





21. There are no subsoil contingency bid item for the alternates 1 & 2. Please consider since soils are known to be questionable south of IGP.  
**Answer: Attachment "Q" has been revised to include Subsoil Excavation (Contingency) amounts for bid alternates #1 and #2.**
22. When the quantities are provide, can you provide on a schedule of values in excel format?  
**Answer: Quantities are only provided for Bid Alternate No. 3A and 3B for the utility components. For Base Bid and Bid Alternates No. 1 and 2, Contractors are to perform their own quantity take offs for the project and complete the quantities, unit prices, and total amounts for each pay item shown in Attachment "Q" (See Question #9 above). A fillable Excel version of Revised Attachment "Q" has been uploaded to [www.DemanStar.com](http://www.DemanStar.com) for Bidders' use.**
23. I presume the bid item for reinforcing steel – roadway is for the box culvert. Please confirm.  
**Answer: Correct, Contractors shall include the quantity and unit price for Reinforcing Steel – Roadway for the construction of the triple box culvert.**
24. Can CAD files be provided?  
**Answer: See "Revisions/Clarifications #3" above.**
25. What is the budget for this project?  
**Answer: The project budget is approximately \$30 Million.**
26. Base Bid shows signal work but there is not enough details in the plans to provide pricing.  
**Answer: Signalization plans are shown on sheets 307-310.**
27. Do you have demo plans??  
**Answer: See the response to Question #7.**
28. What firm will be providing the CEI for the subject project?  
**Answer: See response to Question #16.**
29. With regards to alternate 3 utility items, please review the quantities and add connection bid items. Thanks.  
**Answer: See response to Clarification #4.**
30. The base bid plans include all work from SR16 to IGP. Please confirm Alternate 1 and Alternate 2 include all work shown on the base bid plans except for the signing and pavement markings which plans were submitted separately. Same for Alternate 2. Also, the alternate 1 signing and pavement markings plan has temporary barrier wall. How shall we price this since we do not know the duration of this wall. Please advise. Thanks.  
**Answer: That is correct. Bid Alternates 1 and 2 include the work shown on the "Base Bid Plans" between SR 16 and IGP only, except as modified with the Bid Alternate 1 and Bid Alternate 2 plan sheets. For the temporary barrier wall, include the price to furnish and install the wall that will be owned by the County at the completion of the project, and not removed.**



31. Will you be providing signing and pavement marking plans for Alternate 2?

**Answer: The signing and pavement markings associated with Bid Alternate 2 are the completed project pavement markings included with the "Base Bid Plans.**

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 11, 2023 @2:00 PM EDST**

**Bidder Acknowledgment:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title Authorized Representative

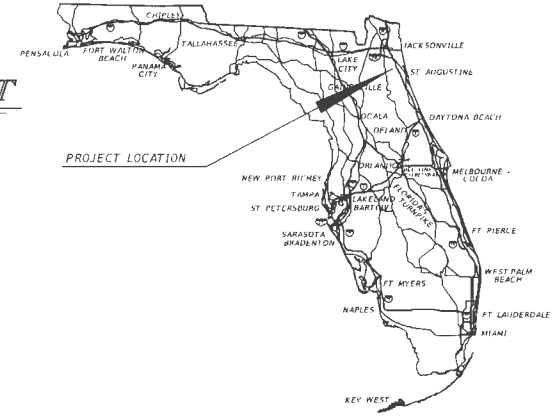
\_\_\_\_\_  
Respondent Company Name

**END OF ADDENDUM NO. 1**

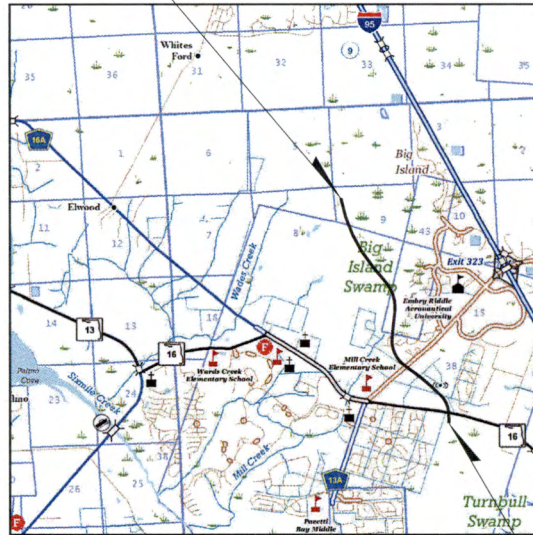
**INDEX OF ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3-6	DRAINAGE MAP
7-10	TYPICAL SECTIONS
11-13	PROJECT LAYOUT
14	GENERAL NOTES
15	PROJECT CONTROL
16-69	ROADWAY PLAN & PROFILE
70-71	SUMMARY OF DRAINAGE STRUCTURES
72-78	POND DESIGN
79	ROADWAY SOIL SURVEY
80-136	CROSS SECTIONS
137-139	STORMWATER POLLUTION PREVENTION PLAN
140-142	CONTROL STRUCTURES
143-174	EROSION CONTROL
175-245	TEMPORARY TRAFFIC CONTROL PLAN
246-274	UTILITY ADJUSTMENT PLAN
275-304	SIGNING & PAVEMENT MARKING PLAN
305-306	GUIDESIGN WORKSHEET
307-310	SIGNALIZATION PLAN
ST-1 - ST-4	BOX CULVERT DETAILS

**ST JOHNS COUNTY**  
**CR 2209 EXTENSION CENTRAL SEGMENT**



END PROJECT  
STATION 418+80.00



BEGIN PROJECT  
STATION 233+27.30

**ROADWAY PLANS**  
**ENGINEER OF RECORD:**

CHASE T. WILKINSON, P.E.  
P.E. LICENSE NUMBER 81324  
ENGLAND THIMS & MILLER INC.  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE FL 32258

**COUNTY PROJECT MANAGER:**

VALERIE PACETTI  
PROJECT MANAGER  
ST. JOHNS COUNTY BOARD OF  
COUNTY COMMISSIONERS  
PUBLIC WORKS DEPARTMENT  
2750 INDUSTRY CENTER ROAD  
ST. AUGUSTINE, FL 32084

**REVISIONS:**

▲ Sheets 3-4, 7, 9A, 73, 75, 78, 140, 142 (Revised 09-15-23)

**GOVERNING STANDARD PLANS:**

St. Johns County Land Development Code  
available at the following website:  
<https://www.sjcf.us/LongRangePlanning/LandDevCode.aspx>

St. Johns County Standards & Details Manual  
available at the following website:  
<https://www.sjcf.us/DevelopmentReview/StdDetails.aspx>

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and  
Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the  
following website: <http://www.fdot.gov/design/standardplans>

Standard Plans for Bridge Construction are included in the Structures Plans  
Component

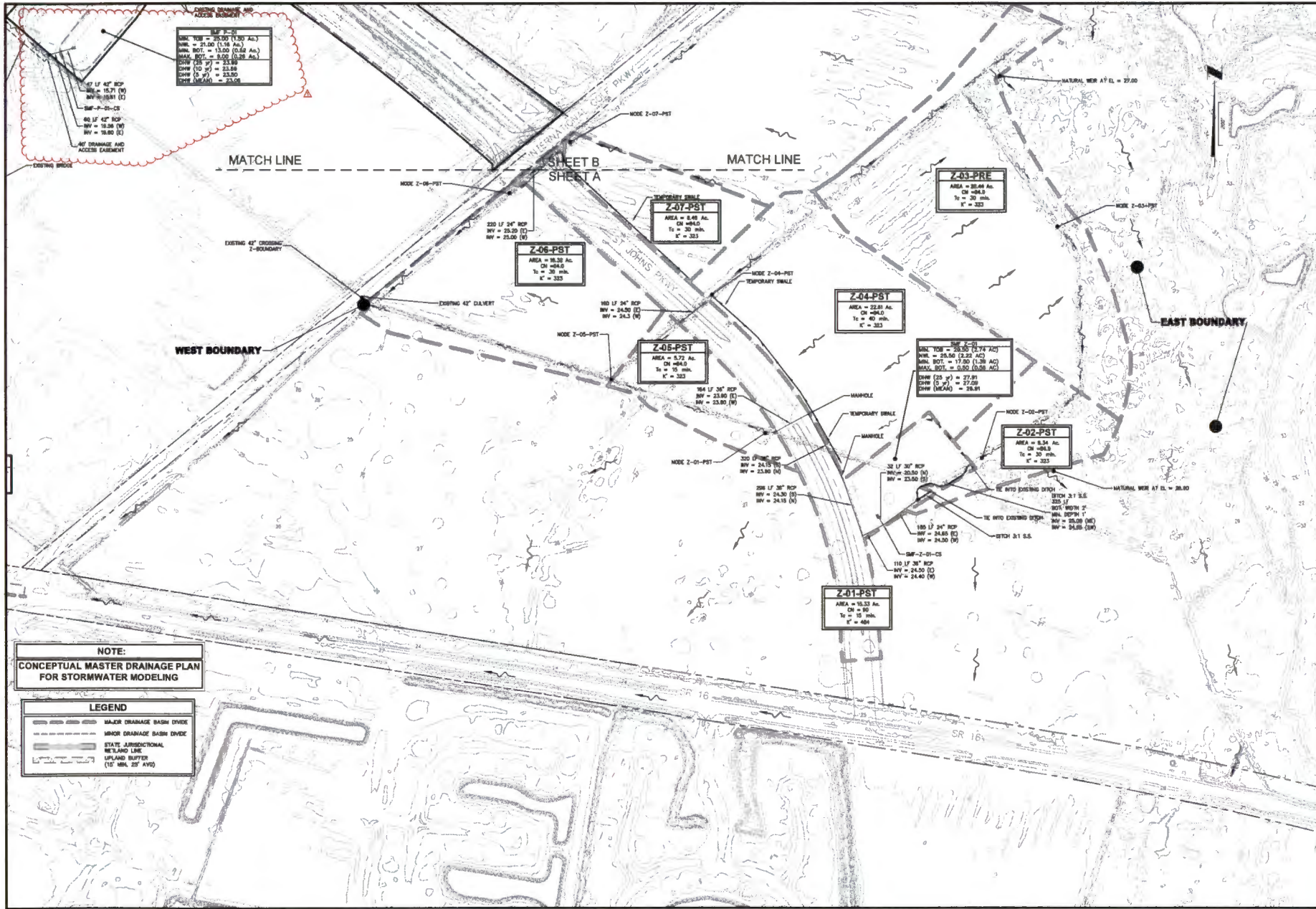
**GOVERNING STANDARD SPECIFICATIONS:**

Florida Department of Transportation, June 2022 Standard Specifications  
for Road and Bridge Construction at the following website:  
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

SHEET NO.
1

8/17/2023 11:15:59 AM C:\pwworking\stjohnscounty\external\valeripacetti\PROJECTS\CR 2209 EXTENSION CENTRAL SEGMENT.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61C15-23.004, F.A.C.



**NOTE:**  
**CONCEPTUAL MASTER DRAINAGE PLAN  
 FOR STORMWATER MODELING**

**LEGEND**

- MAJOR DRAINAGE BASIN DIVIDE
- MINOR DRAINAGE BASIN DIVIDE
- STATE JURISDICTIONAL WETLAND LINE
- UPLAND BUFFER (10' MIN. 25' AWD)

PLANS PREPARED UNDER THE DIRECTION OF: DANIEL JACK WELCH, P.E., LICENSE: 01011  
 PLOTTED: September 14, 2023 - 2:09 PM, BY: Stephen Sims

REVISIONS: REVISIONS

DATE: 10-20-2021	CHECKED BY: BLW
DESIGNED BY: DWP	SCALE: AS SHOWN
DATE: 10-20-2021	CHECKED BY: BLW
DESIGNED BY: DWP	SCALE: AS SHOWN

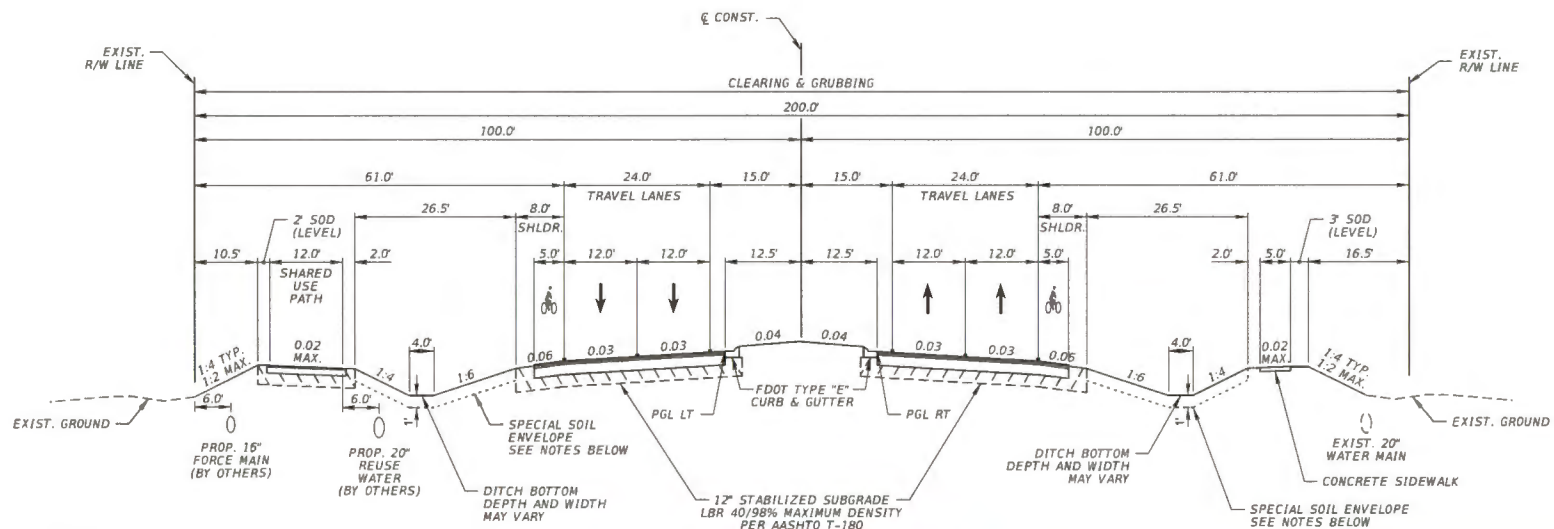
EMM  
 VISION • EXPERIENCE • RESULTS

**POST DEVELOPMENT PLAN  
 CR 2209 CENTRAL SEGMENT  
 FOR  
 ST. JOHNS COUNTY**

DRAWING NUMBER  
**3**



9/15/2023 1:47:26 PM \\S:\proj\23\23-004\CR2209\DRAWING\CR2209\TYPSECT01.DWG



**NOTES:**

- EMBRANKMENT MATERIAL WITHIN THE LIMITS SHOWN SHALL HAVE A MINIMUM SATURATED VERTICAL HYDRAULIC CONDUCTIVITY OF 0.06 IN / HR IN ADDITION TO MEETING THE REQUIREMENTS OF FDOT STANDARD SPECIFICATION 120.
- CONTRACTOR SHALL OBTAIN A GEOTECHNICAL ENGINEER TO PERFORM TESTING OF FILL MATERIAL AT A MINIMUM FREQUENCY OF ONE TEST PER 500 CUBIC YARDS, COMPLETED AT A DENSITY OF 95% OF THE MODIFIED PROCTOR MAXIMUM DENSITY DRY VALUE. THE GEOTECHNICAL ENGINEER SHALL CERTIFY TO THE SJRWMD AND COUNTY THAT THE SOILS WITHIN THE ENVELOPE WERE TESTED AND OBSERVED TO TO PLACED IN ACCORDANCE WITH FDOT SPECIFICATIONS AND THE REQUIREMENTS LISTED HERE.

**SHARED USE PATH**

4" LIMEROCK BASE COURSE  
 LBR 100/98% MAXIMUM DENSITY  
 PER AASHTO T-80 WITH  
 1 1/2" 9.5 SP TRAFFIC "C"

**TYPICAL SECTION NO. 1**

COUNTY ROAD 2209  
 SR 16 TO INTERNATIONAL GOLF PKWY  
 STA. 233+27.30 TO STA. 265+55.10

**PAVEMENT DESIGN**

10" LIMEROCK BASE COURSE  
 LBR 100/98% MAXIMUM DENSITY  
 PER AASHTO T-80 WITH  
 2" 12.5 SP TRAFFIC "C" OVERLAYED WITH  
 1 1/2" 9.5 SP TRAFFIC "C"

**ROADWAY CONTROLS**

FUNCTIONAL CLASSIFICATION = MAJOR COLLECTOR  
 ACCESS CLASS = 3 (RESTRICTIVE)  
 DESIGN SPEED = 50 MPH  
 POSTED SPEED = 45 MPH

**MILLING & RESURFACING**

INTERNATIONAL GOLF PKWY - SEE PLANS  
 MILL 1 1/2" FOR DEPTH  
 RESURFACE WITH 1 1/2" 9.5 SP TRAFFIC "C"

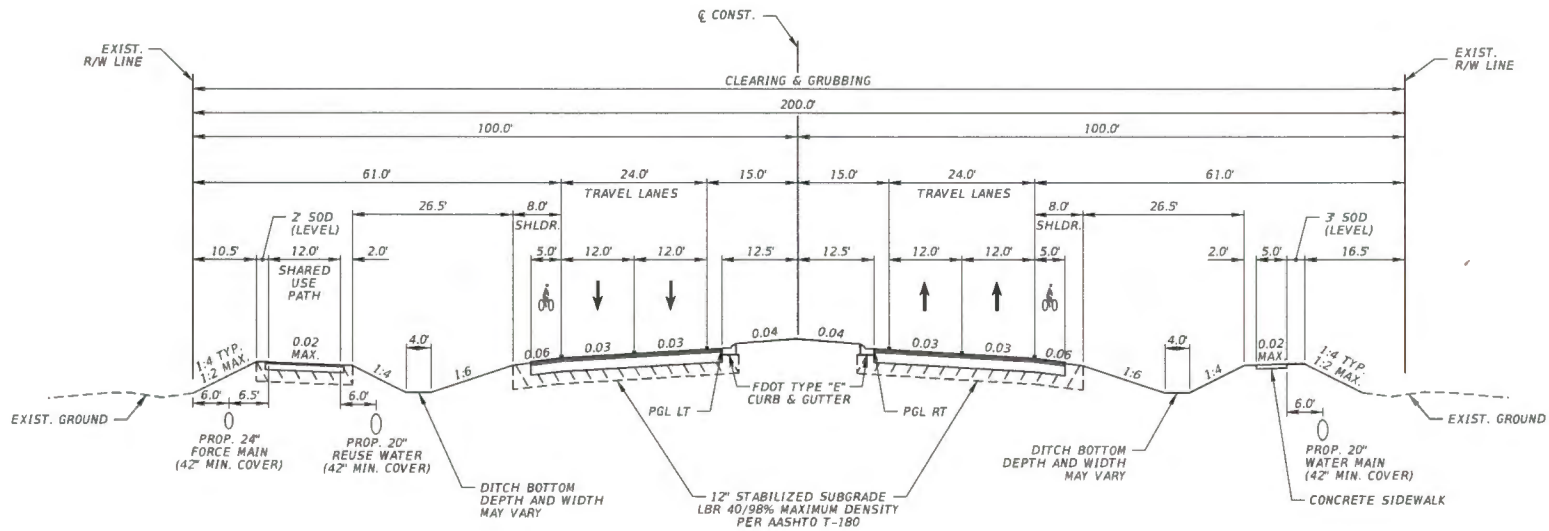
REVISIONS	
DATE	DESCRIPTION
9-15-23	REVISED STATION LIMITS

**ETM**  
 ENGINEERING & TECHNICAL MANAGEMENT  
 CHASE WILKINSON  
 License No. 8324

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

CR 2209 EXTENSION	
TYPICAL SECTIONS	
SHEET NO.	7

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



TYPICAL SECTION NO. 3A  
 COUNTY ROAD 2209  
 SILVERLEAF DRI BOUNDARY TO SILVERLEAF PKWY  
 STA. 319+47.35 TO STA. 405+34.68

**SHARED USE PATH**

4" LIMEROCK BASE COURSE  
 LBR 100/98% MAXIMUM DENSITY  
 PER AASHTO T-80 WITH  
 1 1/2" 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" OVERLAYED WITH  
 1 1/2" 9.5 SP TRAFFIC "C"

**ROADWAY CONTROLS**

FUNCTIONAL CLASSIFICATION = MAJOR COLLECTOR  
 ACCESS CLASS = 3 (RESTRICTIVE)  
 DESIGN SPEED = 50 MPH  
 POSTED SPEED = 50 MPH

**MILLING & RESURFACING**

CR 2209 - STA. 410+12.77 TO STA. 418+80.00  
 MILL 1 1/2" FOR DEPTH  
 RESURFACE WITH 1 1/2" 9.5 SP TRAFFIC "C"

STARS 7:0021721-348 TRANSPORTATION DESIGN/ROADWAY/TP/SHDW/ SJ/CDD/DMR MODEL TYPICALS/SHEETS - 1

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

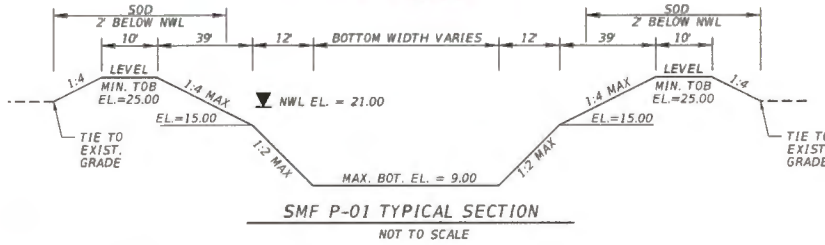
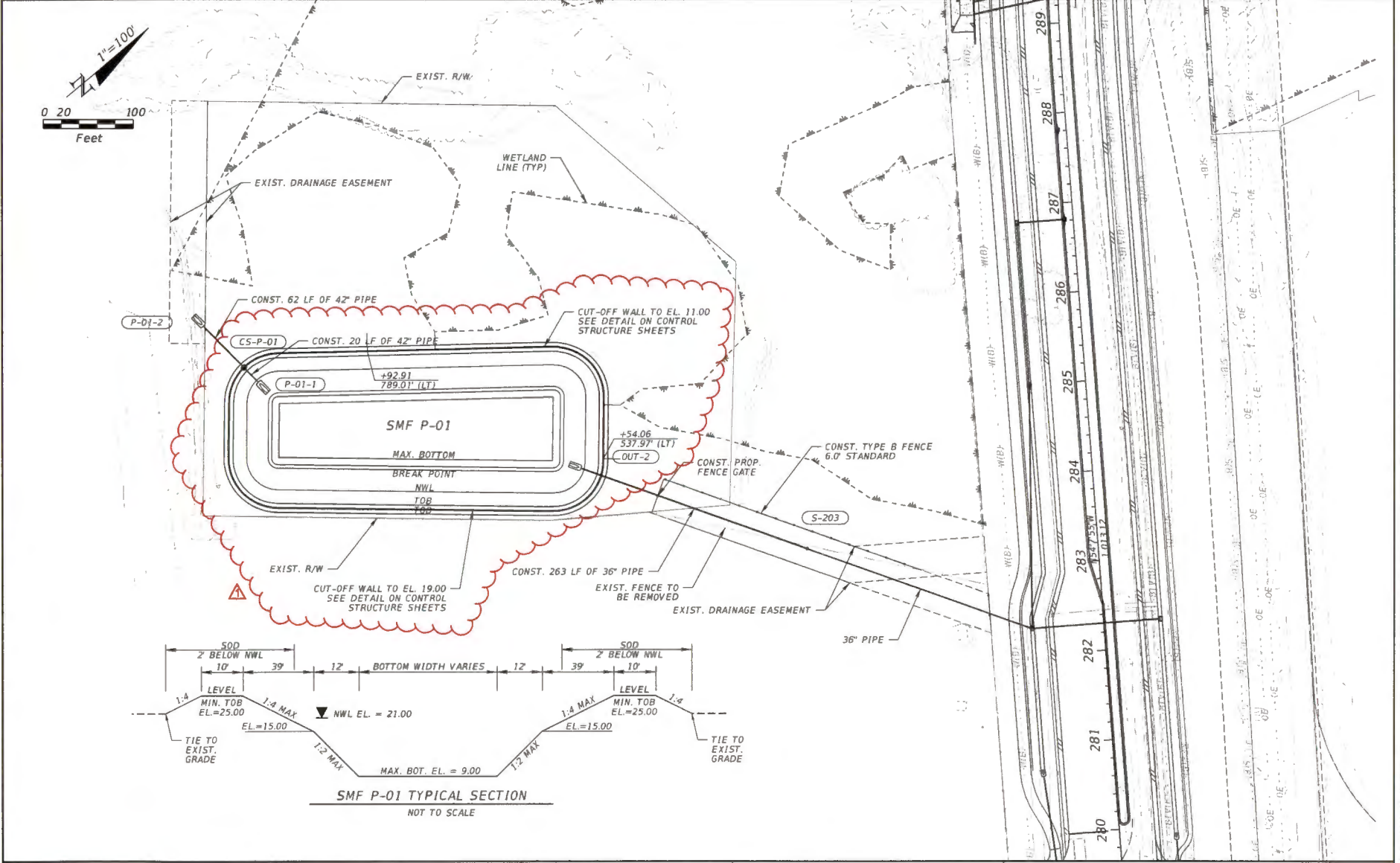
REVISIONS	
DATE	DESCRIPTION
9-15-23	NEW SHEET

**ETM**  
 ENGINEERING & TRAFFIC MANAGEMENT  
 CHASE WILKINSON License No. 89324

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
AUG 2023		21348

<b>CR 2209 EXTENSION</b>
<b>TYPICAL SECTIONS</b>

SHEET NO.
9A



SOURCE: P:\2023\23-0004\CR2209\EXTENSION\CR2209\DWG\CR2209\_POND\_2.dwg  
 DATE: 9/15/23  
 MODEL: POND\_2 (Sheet)

REVISIONS	
DATE	DESCRIPTION
9-15-23	ADDED CUT-OFF WALL

**ETM**  
 CHASE WILKINSON  
 License No. 0324

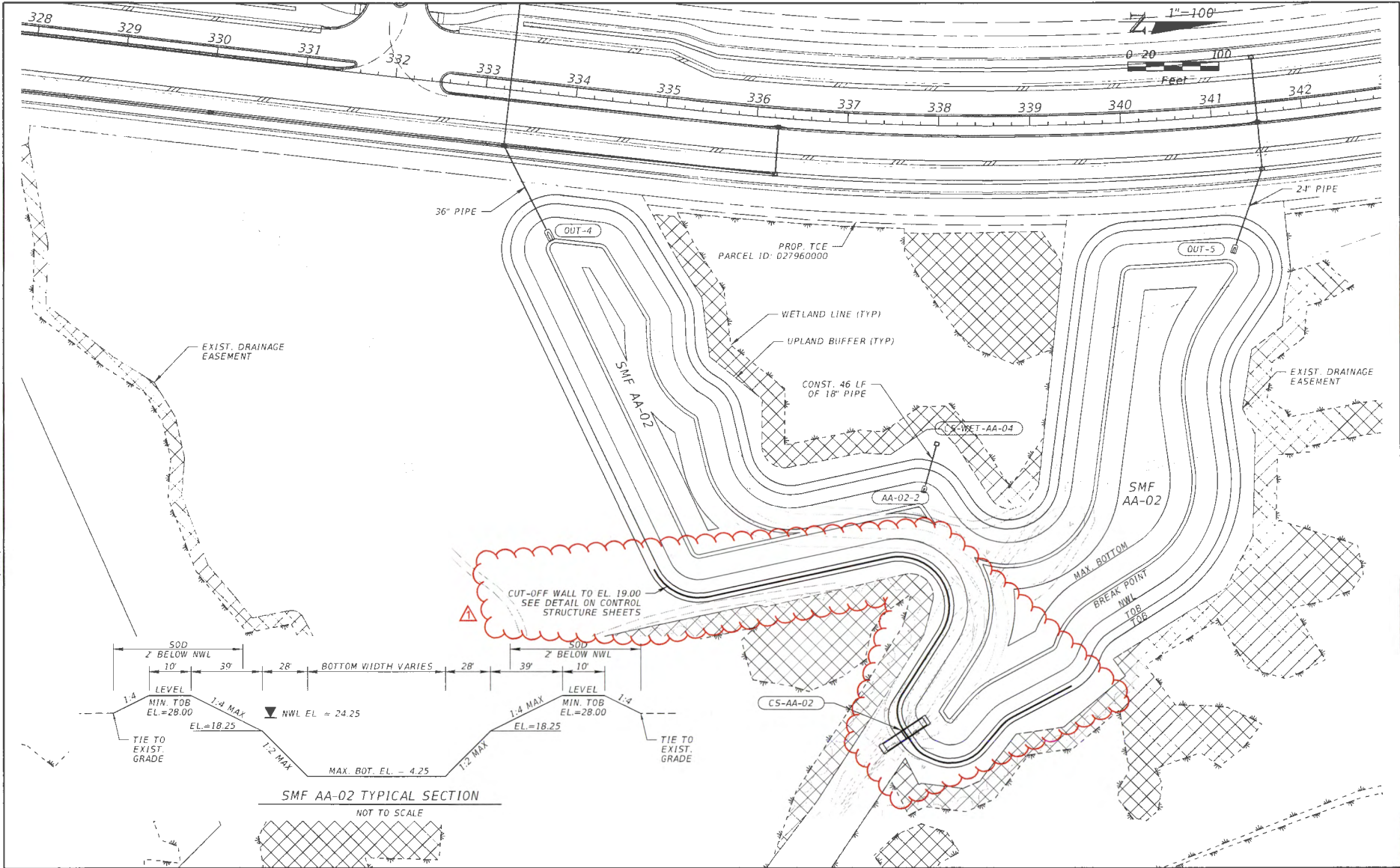
St Johns County		
DATE	COUNTY NO.	ETM NO.
AUG 2023		21348

**CR 2209 EXTENSION**  
**POND DESIGN**

SHEET NO.
73

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-33.004, F.A.C.





5152464  
 17/02/23/23-148 TRANSPORTATION DESIGN, DRAINAGE, VPD, RD, I, DCA  
 5152464  
 MODEL Power 4 (Sheet)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61013-23.001, F.A.C.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
9-15-23	ADDED CUT-OFF WALL			

**ETM**  
 ENGINEERING TECHNOLOGICAL MANAGEMENT  
 CHASE WILKINSON License No. 81324

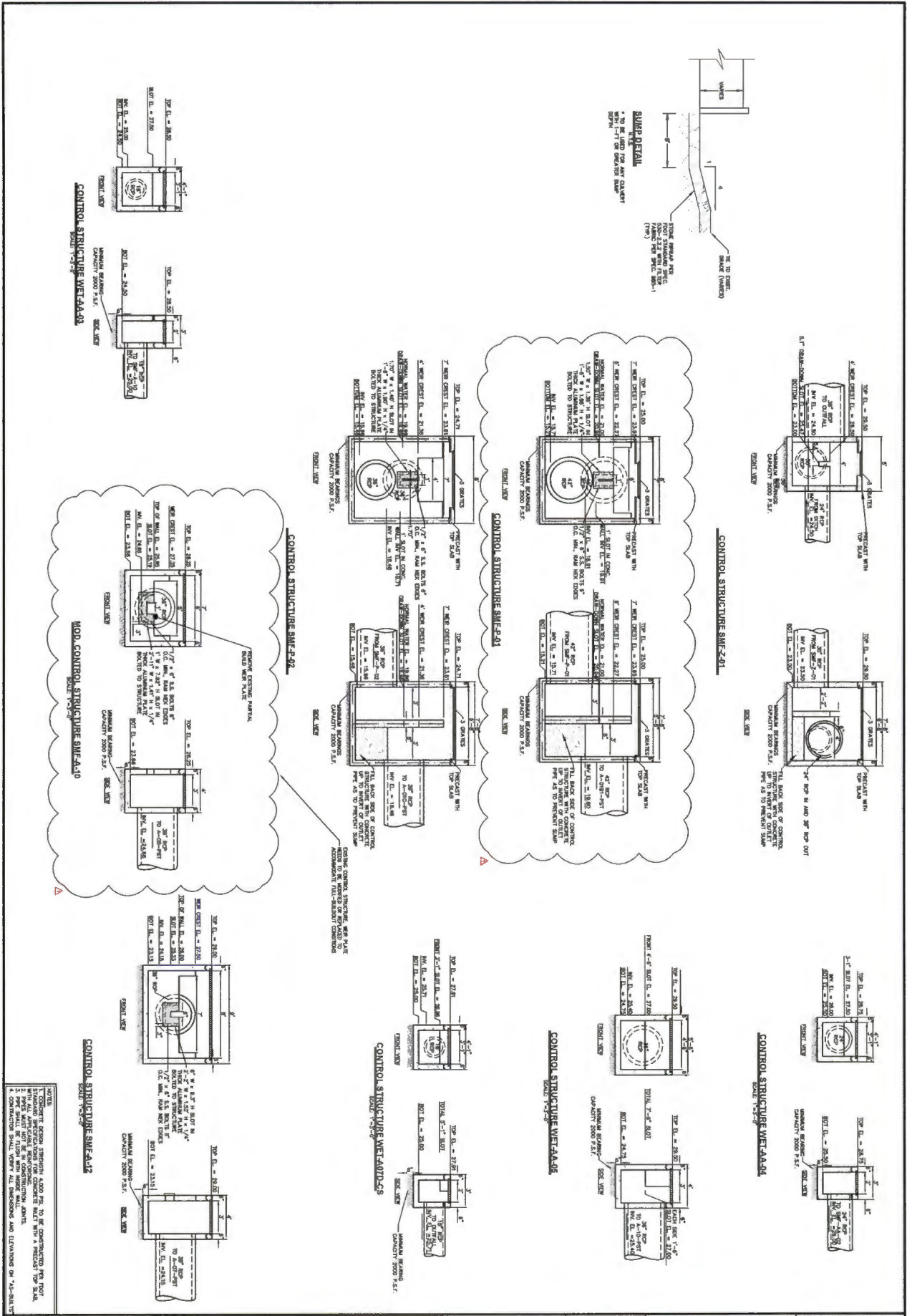
8000 Highway 17 North, # 1700  
 Jacksonville, FL 32216  
 TEL: (904) 842-8900  
 FAX: (904) 842-8900  
 Registry - 1594 LC - 200516

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

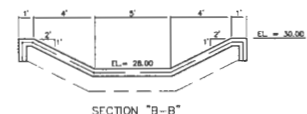
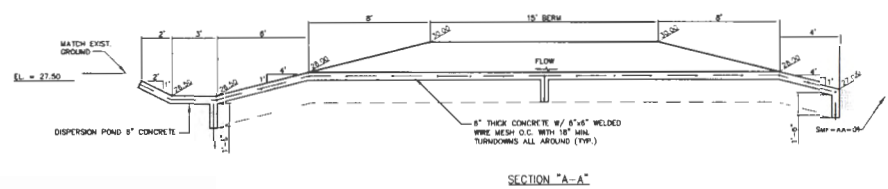
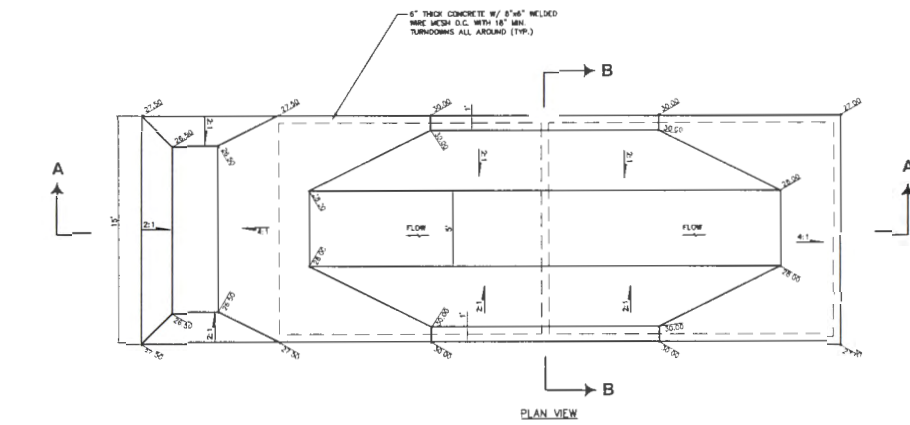
**CR 2209 EXTENSION**  
**POND DESIGN**

SHEET NO.
75

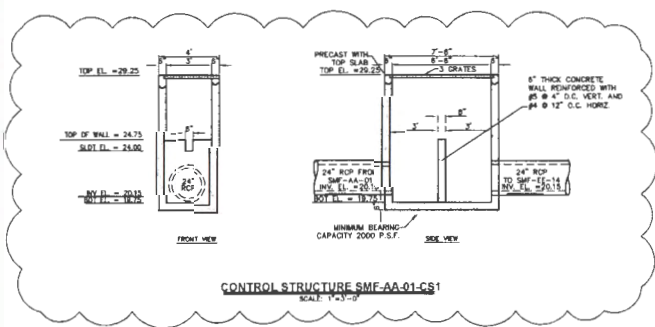




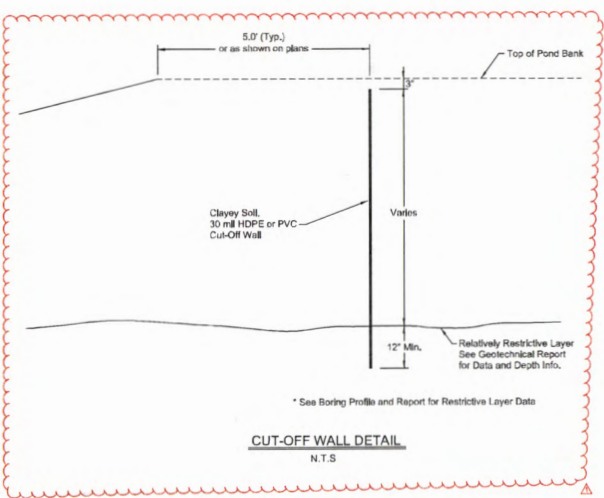
<b>PAVING AND DRAINAGE DETAILS</b>  <b>CR 2209 CENTRAL SEGMENT</b> <b>FOR</b> <b>ST. JOHNS COUNTY</b>	 <b>ETM</b> VISION • EXPERIENCE • RESULTS	Engineer-Things & Things, Inc. 44715 Gd. St. Augustine Road Jacksonville, FL 32258 TEL: (904) 943-8888 FAX: (904) 943-7939 TEL: (800) 100-1000 CA • 00928294 LC • 088049	FTM NO. 03-08-75 DRAWN BY: DJW DESIGNED BY: DJW CHECKED BY: DJW DATE: 07-11-19	REVISIONS 1. REVISED CONTROL STRUCTURES PLANS PREPARED UNDER THE DIRECTION OF:  DANIEL JACK WELCH P.E. NUMBER: 87681
---	---	--	--	---



OVERFLOW STRUCTURE SMF-AA-01-CS2  
SCALE: 1"=3'-0"



CONTROL STRUCTURE SMF-AA-01-CS1  
SCALE: 1"=3'-0"



CUT-OFF WALL DETAIL  
N.T.S.

1. CONCRETE DESIGN STRENGTH 4000 PSI, TO BE CONSTRUCTED PER FOOT STANDARD SPECIFICATIONS FOR CONCRETE MAINT WITH A PRECAST TOP SLAB, WITH ALL APPROPRIATE REINFORCEMENT.
2. PIPES MUST NOT BE IN CONSTRUCTION JOINTS.
3. PIPES SHALL BE FLOOR WITH INSIDE WALL.
4. CONTRACTOR TO PROVIDE STRUCTURAL DESIGN FOR REVIEW PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS ON "AS-BUILT".

PLANS PREPARED UNDER THE DIRECTION OF:

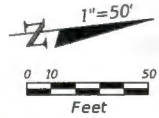
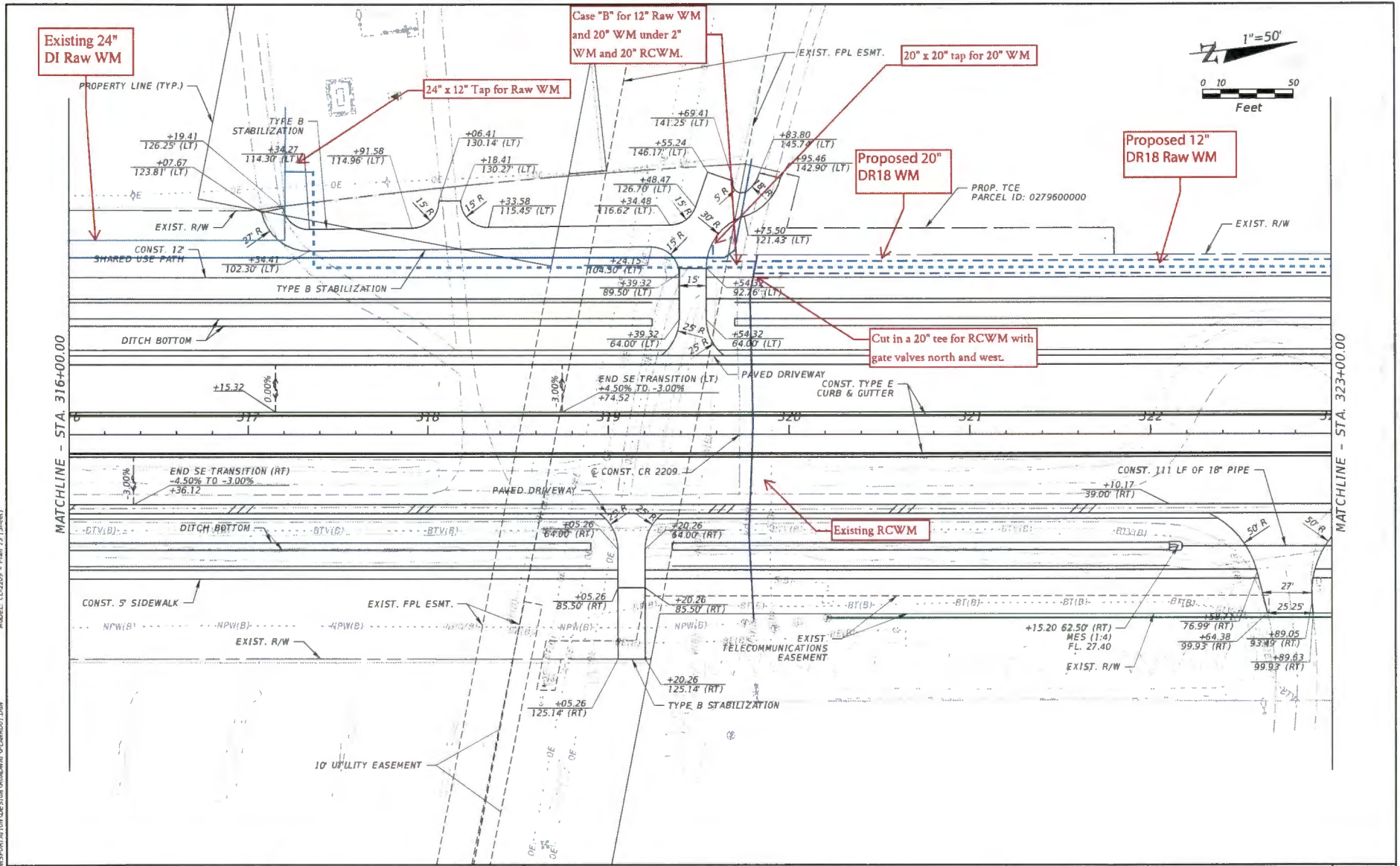
DANIEL JACK WELCH  
P.E. NUMBER: 37051

PLOTTED: September 14, 2023 - 2 OF 04 (31) Sheets (30m)

**ETM**  
VISION • EXPERIENCE • RESULTS

**PAVING AND DRAINAGE DETAILS**  
**CR 2209 CENTRAL SEGMENT**  
**FOR**  
**ST. JOHNS COUNTY**

DRAWING NUMBER  
**142**



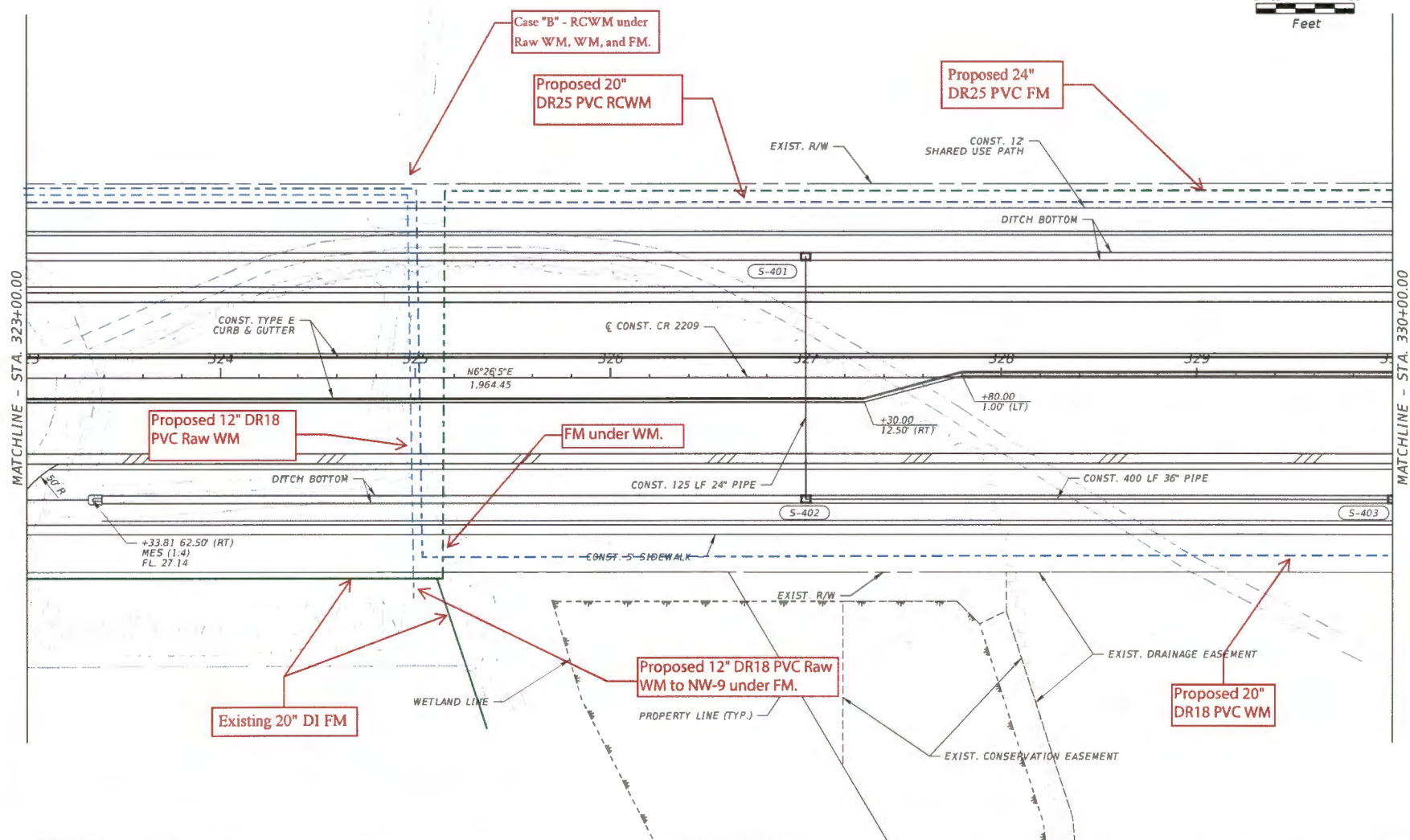
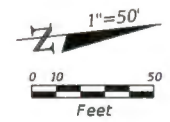
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

**ETM**  
ENGINEERING & TRAFFIC MANAGEMENT  
 CHASE WILKINSON  
 License No. 8324

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

<b>CR 2209 EXTENSION</b>	
<b>ROADWAY PLAN</b>	

SHEET ND.
40



6/15/2023 6:17:40 PM *Yachef*  
 T:\2023\23-0001\23-0001\TRANSPORTATION\DESIGN\ROADWAY\PLAN\001.DWG  
 MODEL: CL-2209 - Plan 14 (Sheet)

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

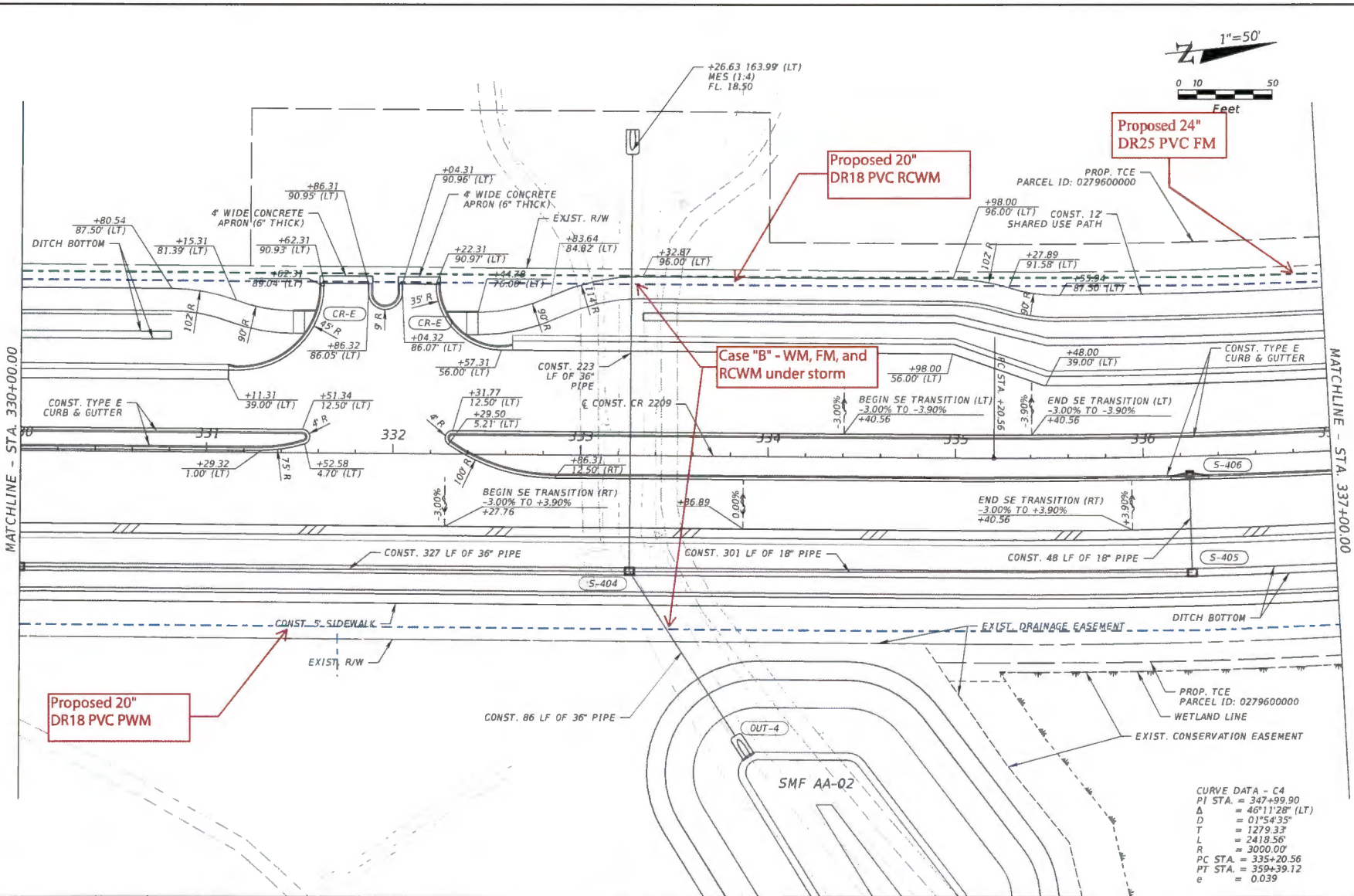
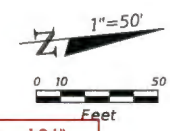
REVISIONS				<b>ETM</b> <small>VISION • ENGINEERING • ANALYSIS</small>			<b>St JOHN'S COUNTY</b>			<b>CR 2209 EXTENSION</b>		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	<small>           Clifford Thomas &amp; Jeffrey Jay            14775 Old Algonquin Road            Jacksonville, FL 32256            TEL: (904) 946-9999            FAX: (904) 946-9995            Highway - 2084 LC - 00002916         </small>			<small>           DATE      COUNTY NO.      ETM NO.         </small>			<b>ROADWAY PLAN</b>		42
										<small>           MAY 2023           21348         </small>		

**ETM**  
VISION • ENGINEERING • ANALYSIS  
 CHASE WILKINSON      Licence No. 83324

**St JOHN'S COUNTY**  
DATE      COUNTY NO.      ETM NO.  
 MAY 2023           21348

**CR 2209 EXTENSION**  
**ROADWAY PLAN**

SHEET NO.  
 42



Proposed 20" DR18 PVC PWM

Proposed 20" DR18 PVC RCWM

Proposed 24" DR25 PVC FM

Case "B" - WM, FM, and RCWM under storm

CURVE DATA - C4  
 PI STA. = 347+99.90  
 Δ = 46°11'26" (LT)  
 D = 01°54'35"  
 T = 1279.33  
 L = 2418.56  
 R = 3000.00  
 PC STA. = 335+20.56  
 PT STA. = 350+39.12  
 e = 0.039

3/14/2023 8:18:31 PM TORRE  
 T:\2023\23-1367\TRANSPORTATION\DESIGN\ROADWAY\PLAN\ROAD.DWG  
 MODEL: CL-2209 - Plan 18 (Plan)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

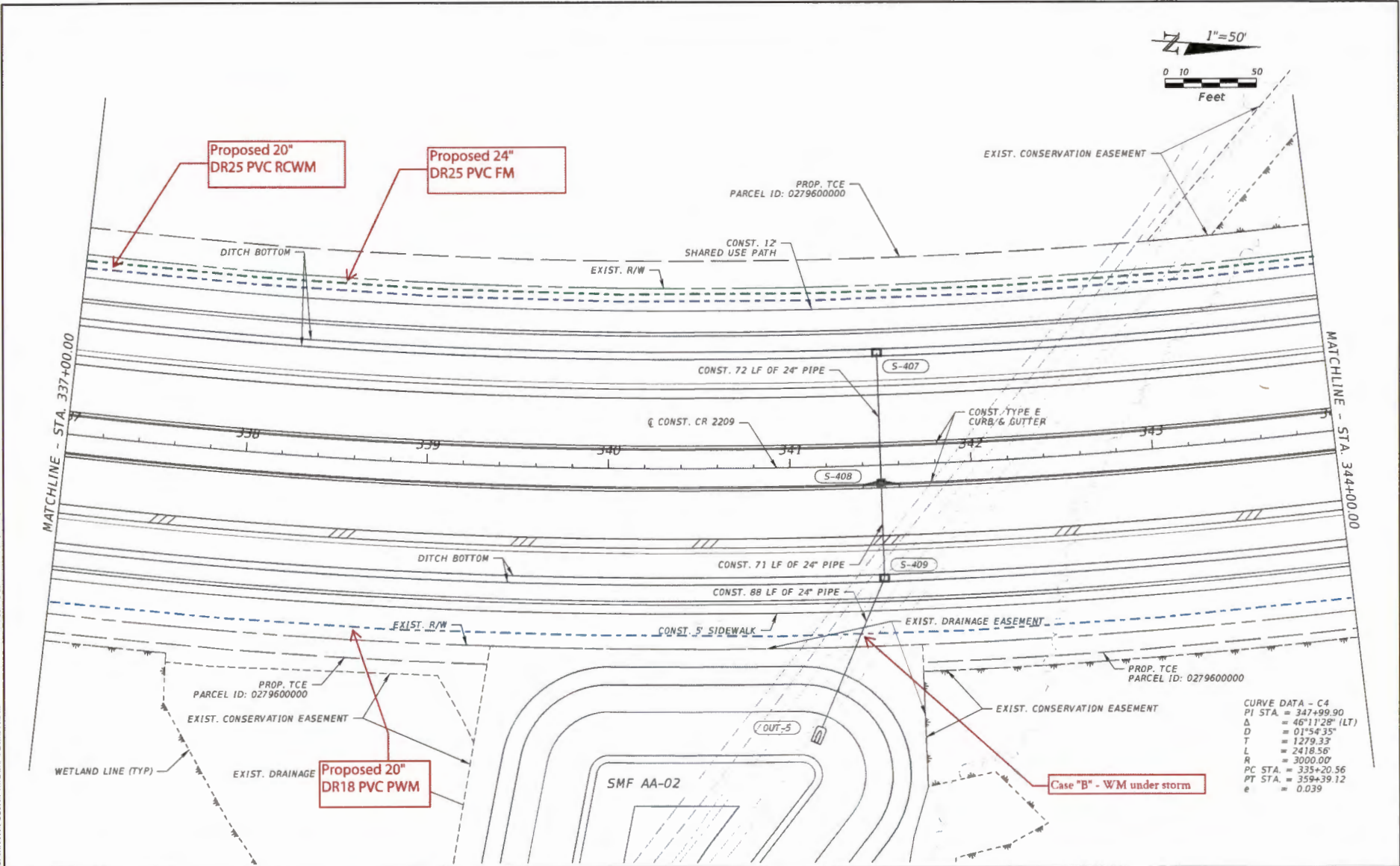
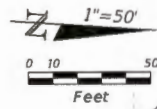
**ETM** Engineering, Planning & Survey, Inc.  
 14175 Dale Mabry Freeway, Suite 400  
 Jacksonville, FL 32226  
 TEL: (904) 644-0000  
 FAX: (904) 644-0000  
 Highway - 2004 CC - 0000018  
 License No. 81324

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

**CR 2209 EXTENSION**  
**ROADWAY PLAN**

SHEET NO.  
44

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



CURVE DATA - C4  
 PI STA = 347+99.90  
 $\Delta$  = 46°11'28" (LT)  
 D = 01°54'35"  
 T = 1239.33'  
 L = 2418.56'  
 R = 3000.00'  
 PC STA = 335+20.56  
 PT STA = 359+39.12  
 e = 0.039

5/12/2023 6:19:10 PM J:\WORK\2023\CR2209\ROADWAY\CR2209\PLAN16.DWG  
 MODEL: CL-2209 - Plan 16 (Sheet)

REVISIONS	
DATE	DESCRIPTION

**ETM**  
 CHASE WILKINSON  
 License No. 81324

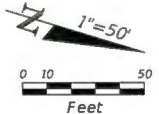
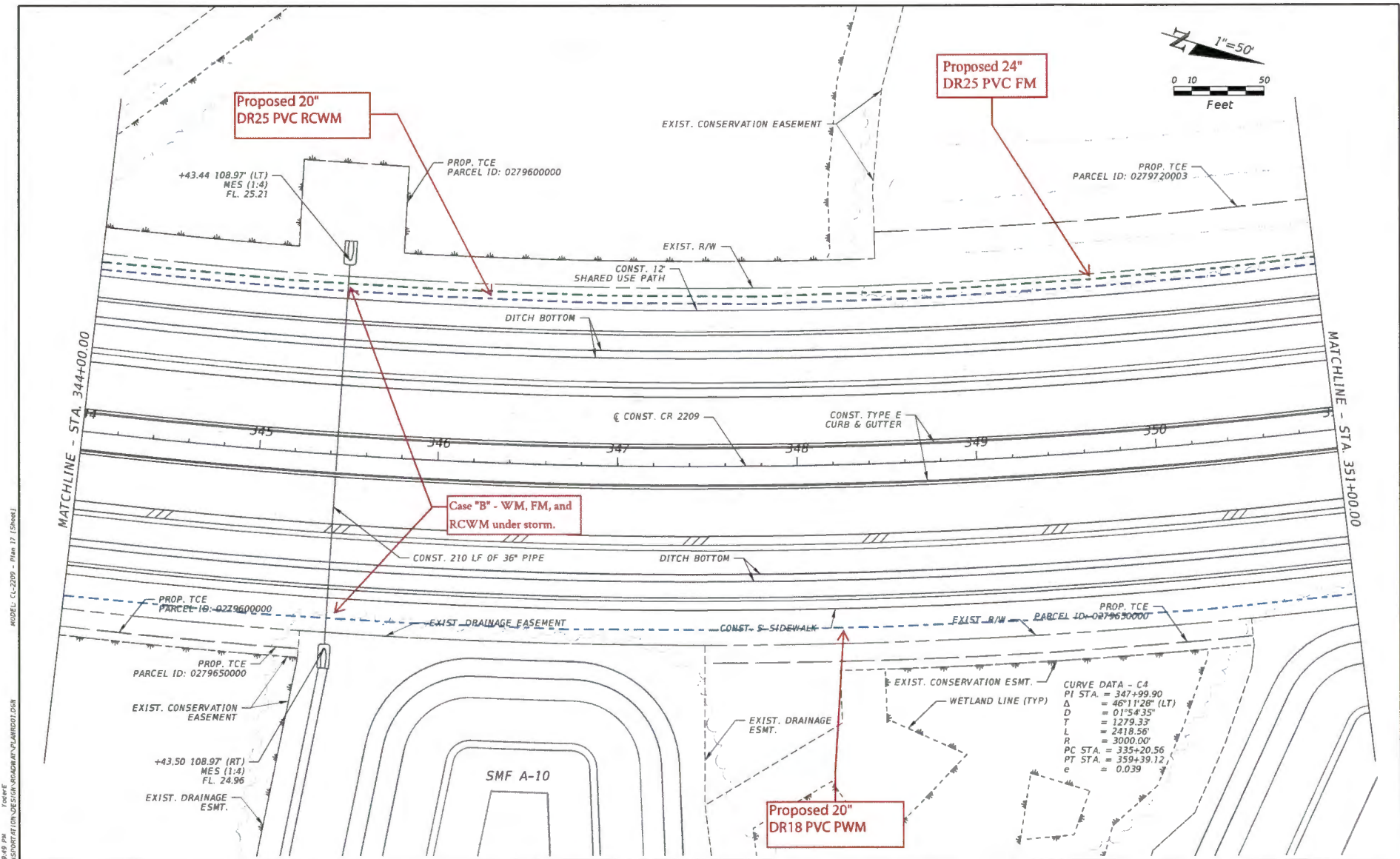
St Johns County		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

**CR 2209 EXTENSION**  
**ROADWAY PLAN**

SHEET NO.  
**46**

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





CURVE DATA - C4  
 PI STA. = 347+99.90  
 $\Delta$  = 46°1'26" (LT)  
 D = 01°54'35"  
 T = 1279.33'  
 L = 2418.56'  
 R = 3000.00'  
 PC STA. = 335+20.56  
 PT STA. = 359+39.12  
 e = 0.039

**ETM**  
 ENGINEERING & TRANSPORTATION  
 CHASE WILKINSON  
 License No. 81324

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

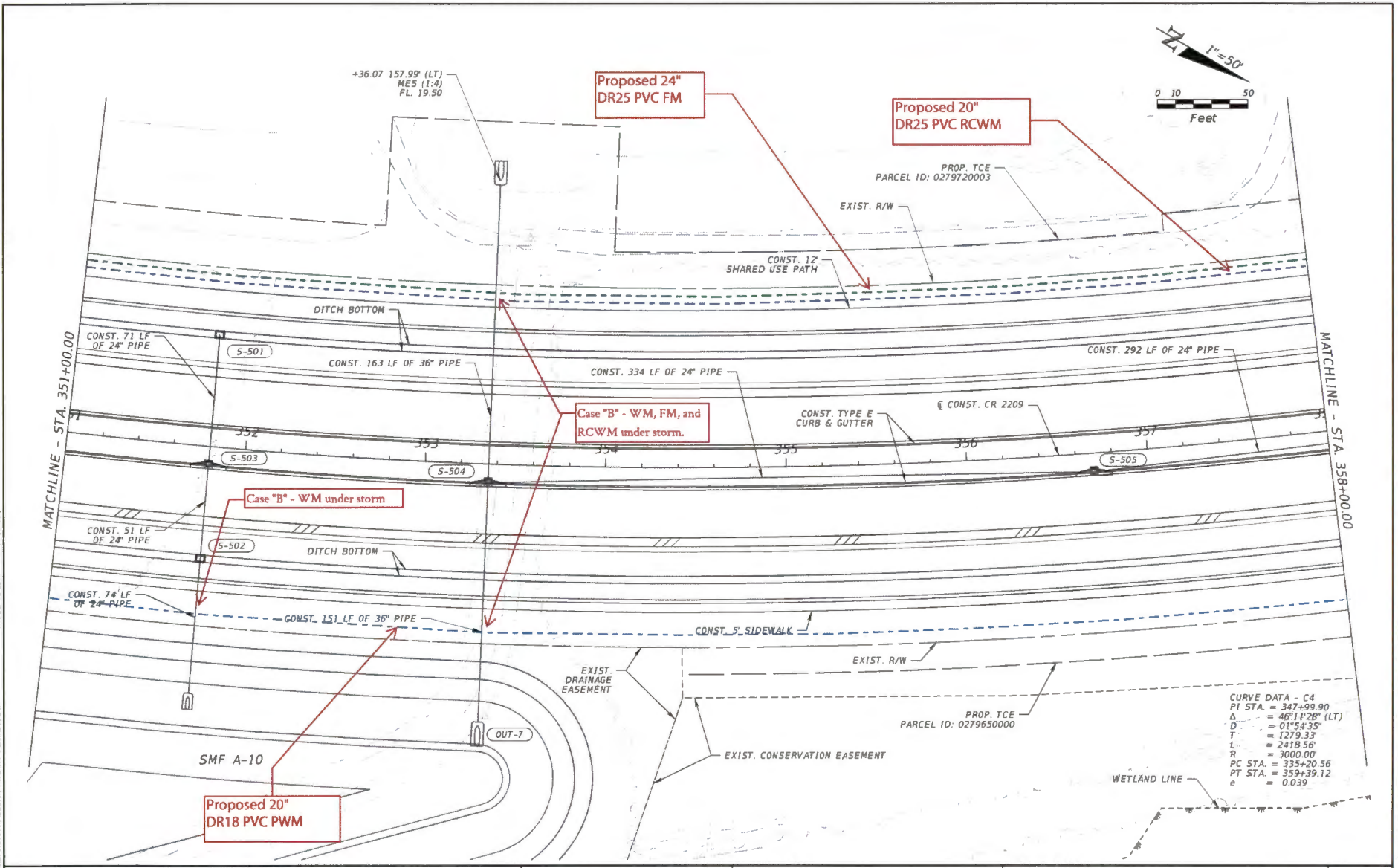
**CR 2209 EXTENSION  
 ROADWAY PLAN**

SHEET NO.
48

5/13/2023 6:18:49 PM T:\04\12\21\21-0001\PROJECT\DESIGN\ROADWAY\PLAN\ROAD.DWG MODEL: CL-2209 - Plan 17 (Sheet)

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

3/12/2023 6:20:28 PM Force MODEL: CL-2209 - Plan 18 (Sheet)



CURVE DATA - C4  
 PI STA. = 347+99.90  
 $\Delta$  = 46°1'28" (LT)  
 D = 01°54'35"  
 T = 1279.33'  
 L = 2418.56'  
 R = 3000.00'  
 PC STA. = 335+20.56  
 PT STA. = 359+39.12  
 e = 0.039

REVISIONS	
DATE	DESCRIPTION

**ETM**  
 ENGINEERING & TECHNICAL MANAGEMENT  
 CHASE WILKINSON  
 License No. 8324

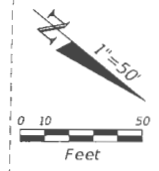
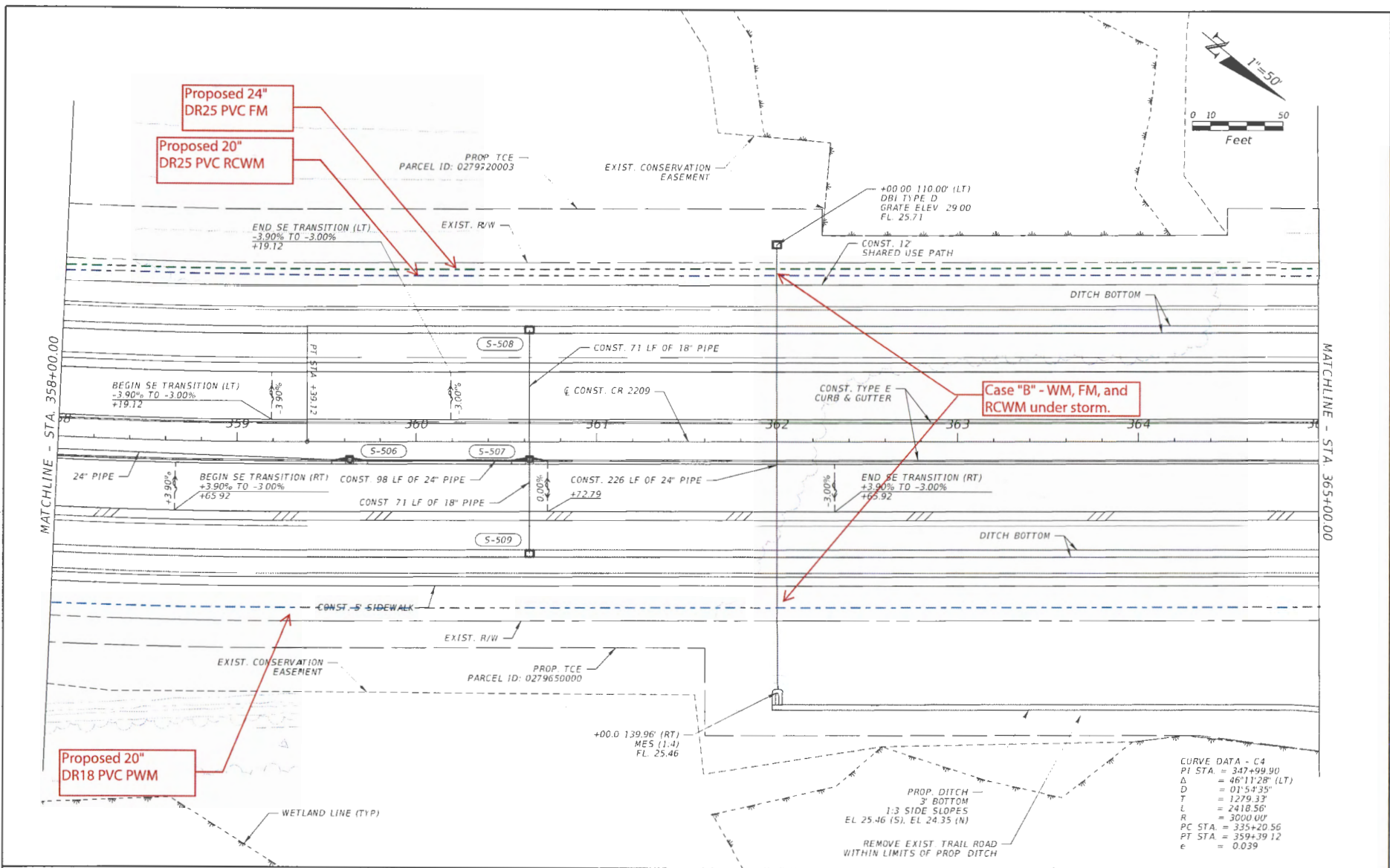
St Johns County		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

**CR 2209 EXTENSION**  
**ROADWAY PLAN**

SHEET NO.  
**50**

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-23.004, F.A.C.

5/15/2023 8:21:07 AM T:\0007\12148\PROJECT\DWG\RDWAY\PLAN\CR2209.DWG



REVISIONS	
DATE	DESCRIPTION

**ETM**  
 CHASE WILKINSON  
 License No. 81324

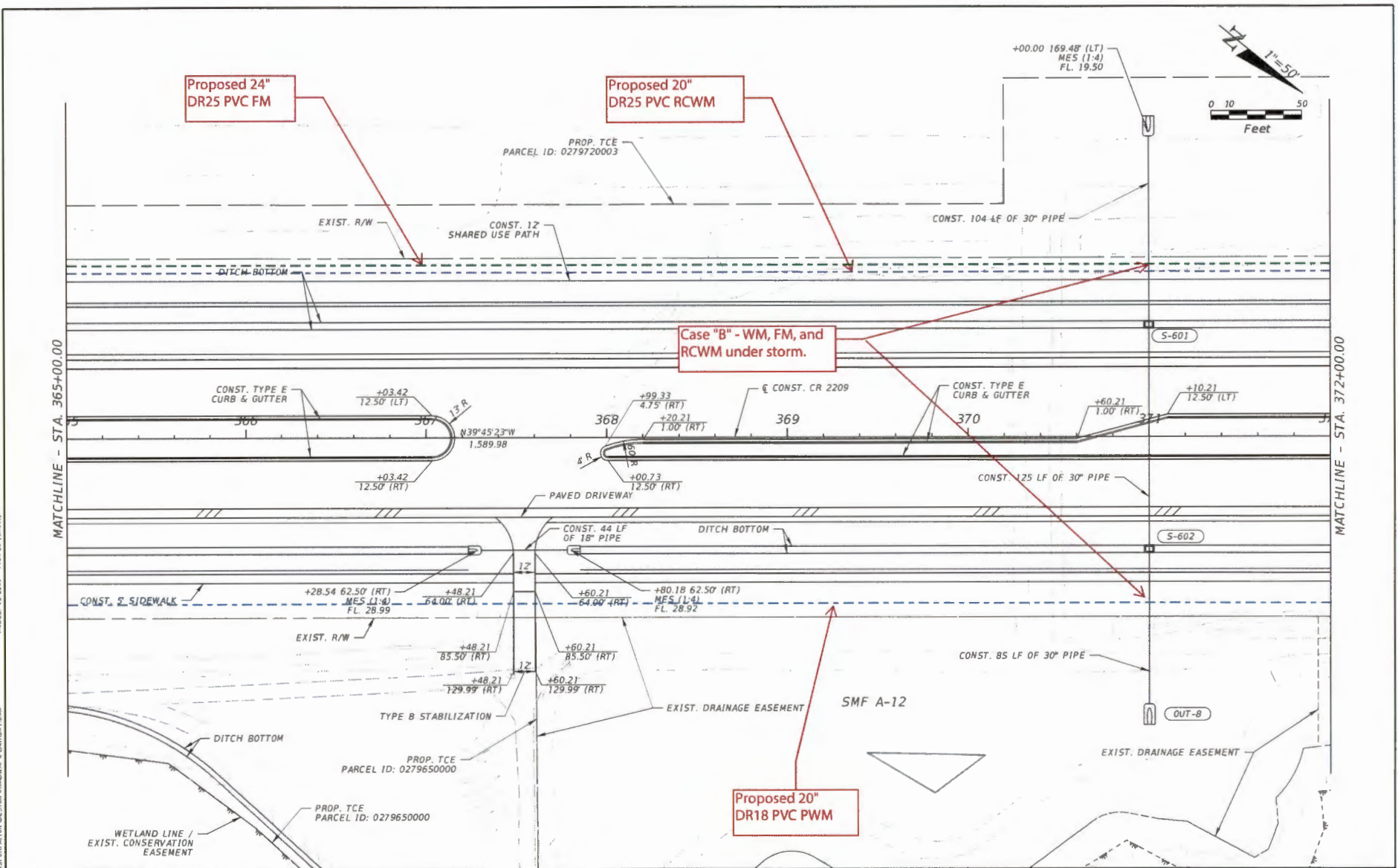
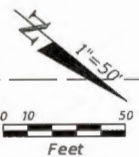
Engineering, Planning, & Survey, Inc.  
 1415 COL. W. TRISTAN BLVD.  
 JACKSONVILLE, FL 32218  
 TEL: (904) 854-0891  
 FAX: (904) 854-0891  
 REGISTRY - 2514 LC - 990314

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

**CR 2209 EXTENSION**  
**ROADWAY PLAN**

SHEET NO.
52

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER BILL 61615-23 004 F 4 J

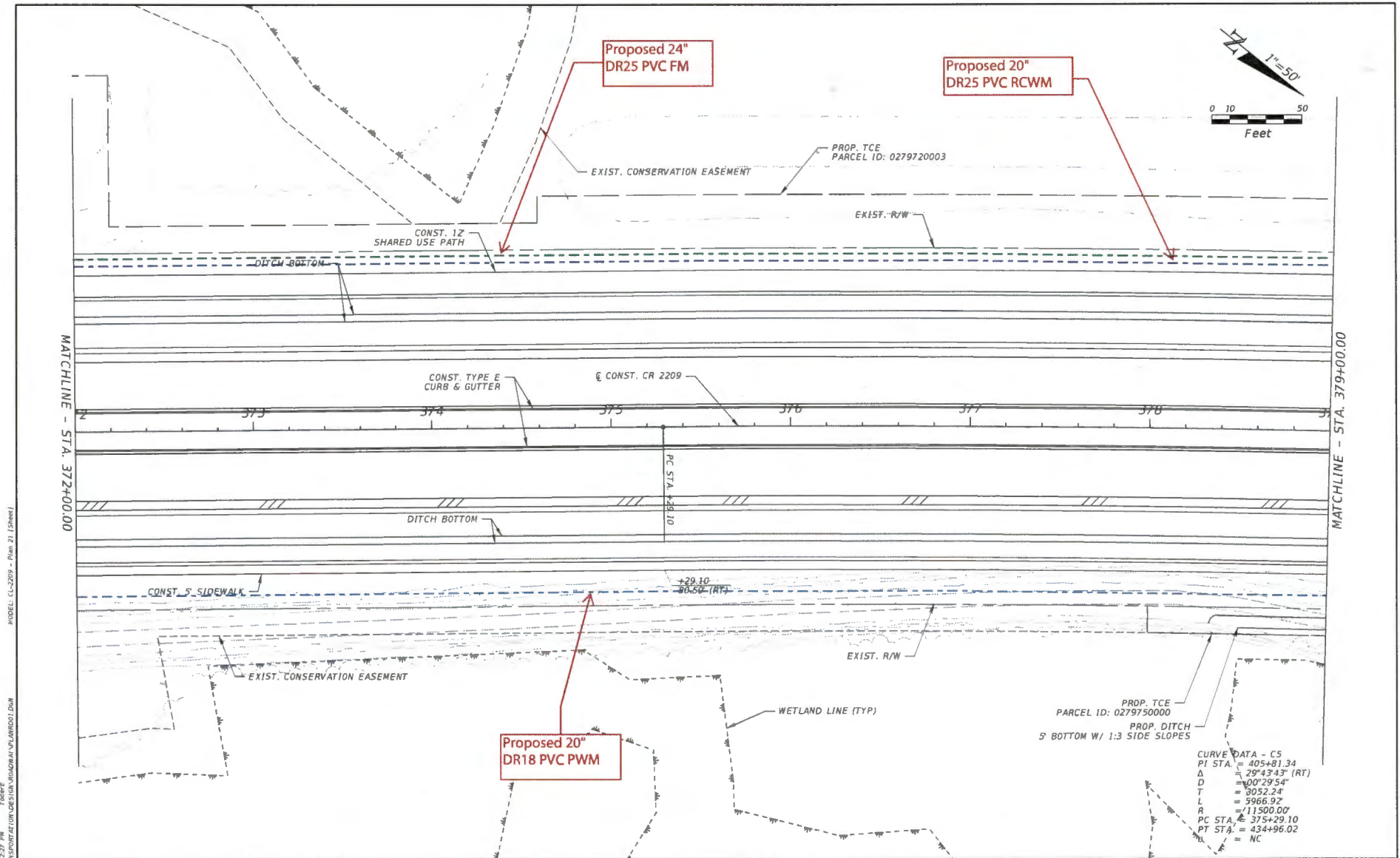


5/11/2023 6:21:46 PM Pierce ETM  
 T:\2007\231-Johnston\3-Administration\QUESTION\ROADWAY PLAN\ROADWAY PLAN.dwg  
 MODEL: CL-2209 - Plan 20 (Sheet)

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

REVISIONS		ETM		St Johns County			CR 2209 EXTENSION		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	COUNTY NO.	ETM NO.	ROADWAY PLAN		
				MAY 2023		21348			54

**ETM**  
 Engineering, Title & Survey, Inc.  
 14775 Old St. Augustine Road  
 Jacksonville, FL 32218  
 TEL: (904) 844-9999  
 FAX: (904) 844-9999  
 Douglasville - 888A LG - 9800116  
 CHASE WILKINSON License No. 81324



MATCHLINE - STA. 372+00.00

MATCHLINE - STA. 379+00.00

3/15/2023 6:22:27 PM TORREVE  
 T:\002\N\Z\1-S\REV\MANUSCRIPT FOR DESIGN\ROADWAY\PLAN\RD01.DWG MODEL: CL-2209 - PLAN 21 (5000)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

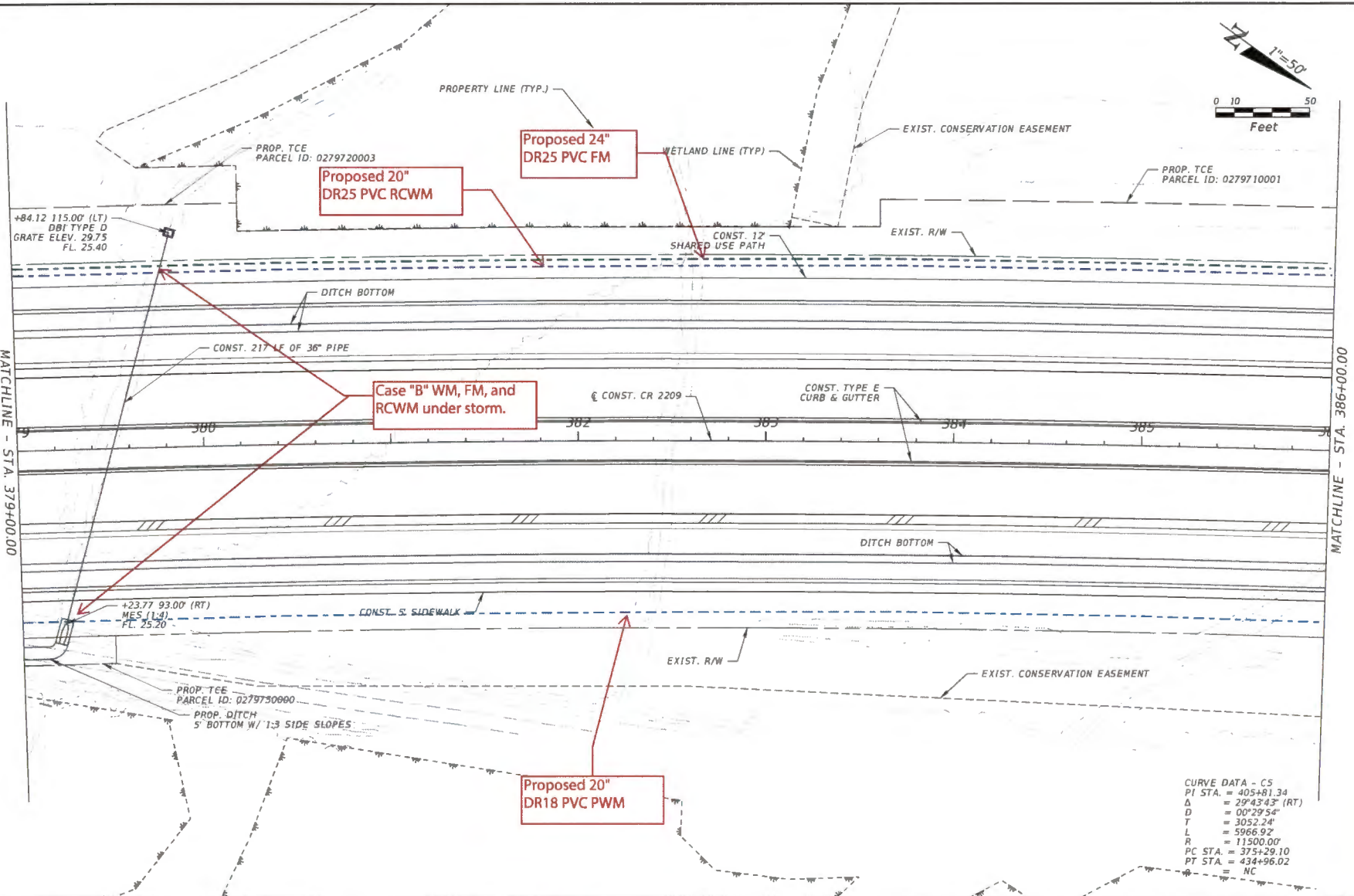
**ETM** Engineering & Technology, Inc.  
 11770 Old St. Jacksonville Road  
 Jacksonville, FL 32256  
 TEL: (904) 984-8400  
 FAX: (904) 984-8403  
 Registry: 1204 LG-1000010  
 CHASE WILKINSON License No. 91324

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

**CR 2209 EXTENSION**  
**ROADWAY PLAN**

SHEET NO.
56

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-23.004, F.A.C.



CURVE DATA - CS

PI STA.	= 405+81.34
Δ	= 29°43'43" (RT)
D	= 00°29'54"
T	= 3052.24'
L	= 5966.92'
R	= 11500.00'
PC STA.	= 375+29.10
PT STA.	= 434+96.02
	= NC

3/15/2023 6:35:57 PM 1:00sec  
 P:\2023\1-21-23\CR 2209 EXTENSION\ROADWAY\PLAN\ROAD01.DWG MODEL: CL-2209 - Plan 22 (50mm)

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

REVISIONS	
DATE	DESCRIPTION

**ETM**  
VISION • EXPERIENCE • ANALYZE

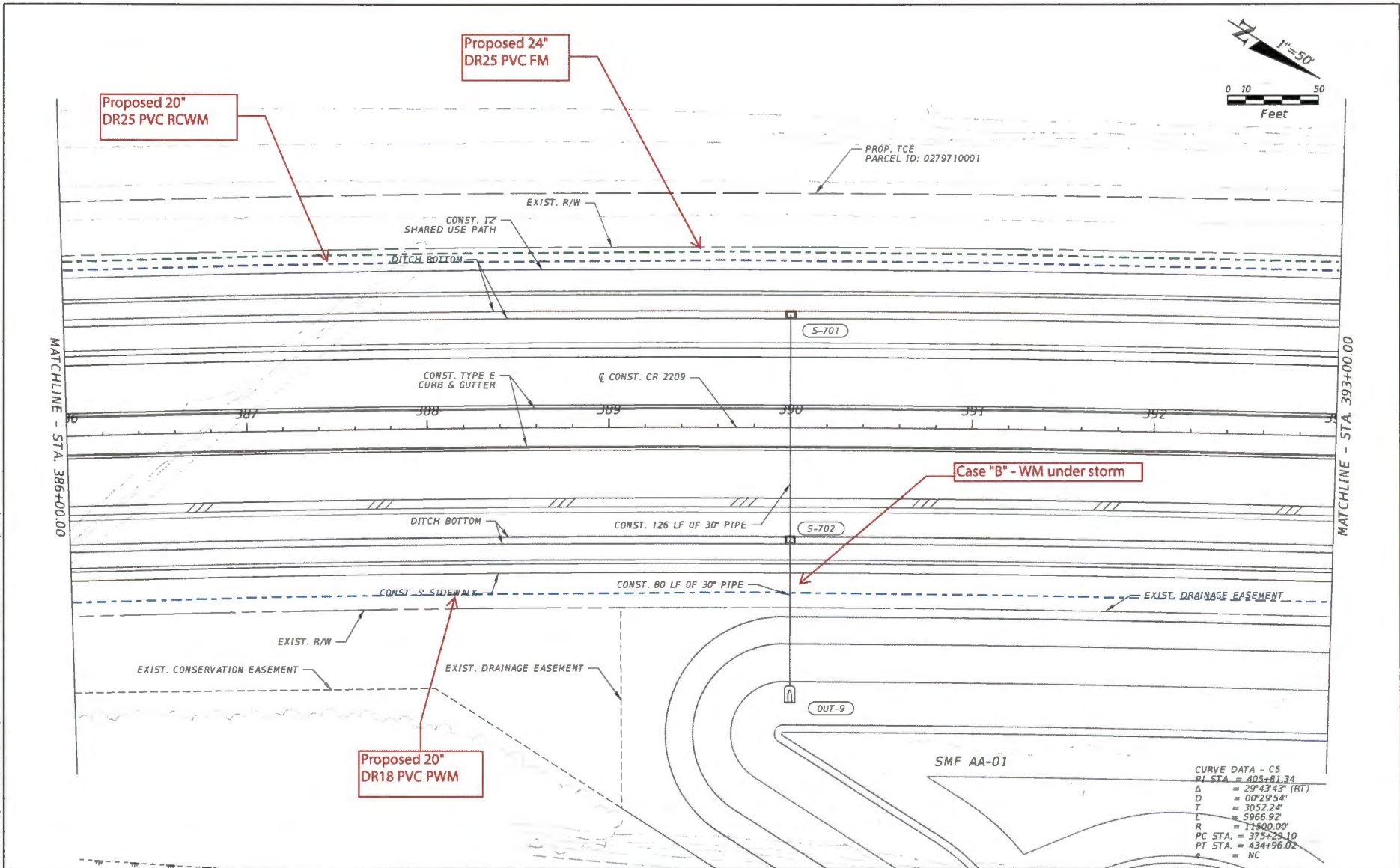
Edward Thomas Miller, Inc.  
14775 Old St. Augustine Road  
Jensen Beach, FL 33455  
TEL: 888-848-8288  
FAX: (561) 884-8888  
Burlingame, 2004 LC-0000010

CHASE WILKINSON License No. 81324

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

<b>CR 2209 EXTENSION</b>
<b>ROADWAY PLAN</b>

SHEET NO.
59



CURVE DATA - CS

PI STA	= 405+81.34
Δ	= 29°43'43" (RT)
D	= 00°29'54"
T	= 30.52.24'
L	= 5966.92'
R	= 11500.00'
PC STA	= 375+29.10
PT STA	= 434+96.02
e	= NC

5/3/2023 8:23:47 PM TERRY E  
 P:\2023\23-1248-TRANSPORTATION\QUESTIONNAIRE\AMMEDI.DWG MODEL: CL-2209 - P168 27 (3/28/23)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-23.004, F.A.C.

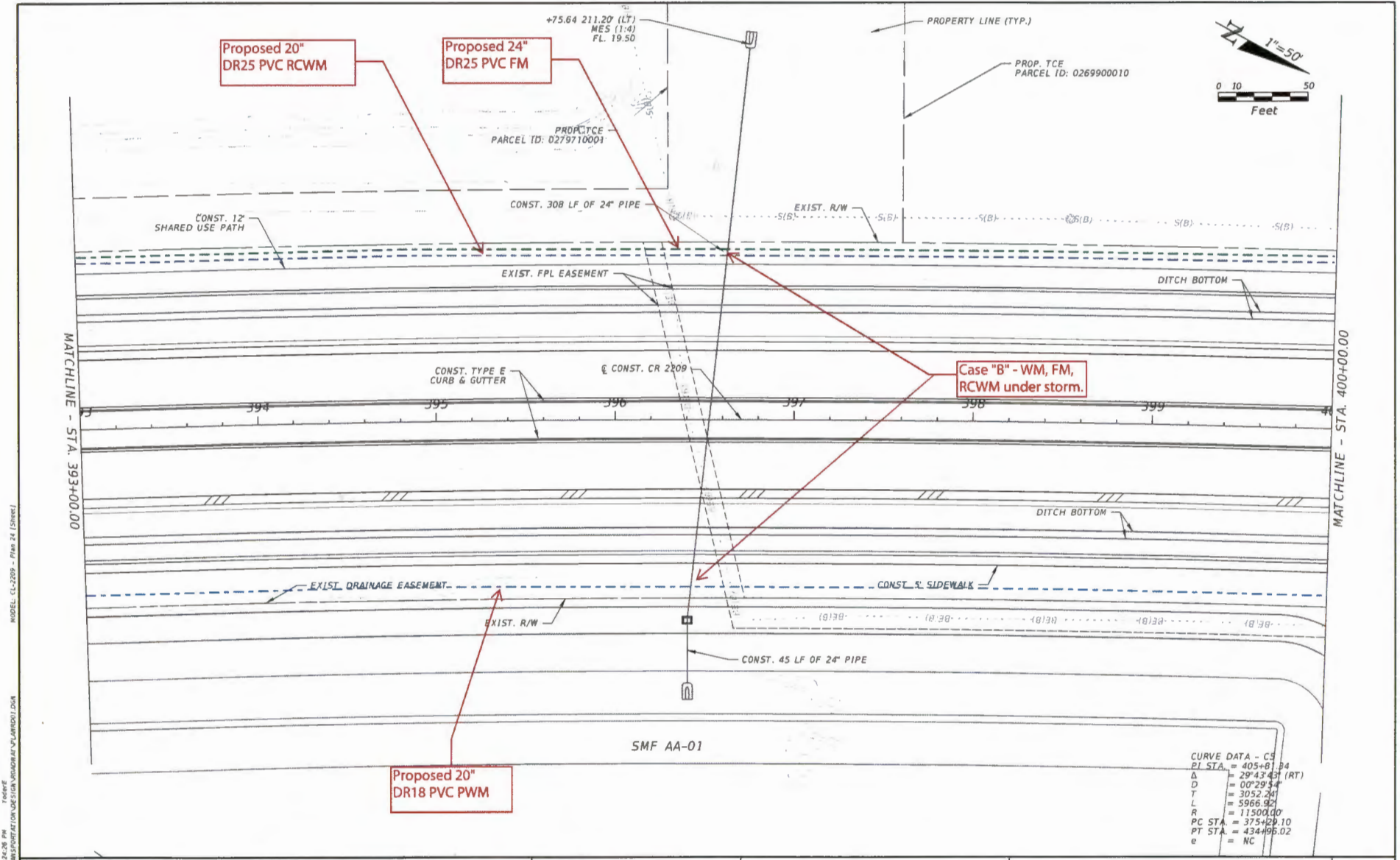
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

**ETM**  
 ENGINEERING & TRAFFIC MANAGEMENT  
 1176 Old St. Augustine Avenue  
 Jacksonville, FL 32208  
 TEL: (904) 846-4444  
 FAX: (904) 846-4444  
 Highway - 2004 LE-1000018  
 CHASE WILKINSON License No. 81324

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

**CR 2209 EXTENSION  
ROADWAY PLAN**

SHEET NO.  
**60**



CURVE DATA - C3  
 PI STA. = 405+81.84  
 Δ = 29°43'43" (RT)  
 D = 0°29'54"  
 T = 3052.24  
 L = 5966.92  
 R = 11500.00  
 PC STA. = 375+29.10  
 PT STA. = 434+96.02  
 e = NC

REVISIONS	
DATE	DESCRIPTION

**ETM**  
 ENGINEERING TECHNOLOGIES, INC.  
 14775 Old Al. - Jacksonville, FL 32218  
 TEL: (904) 848-0000  
 FAX: (904) 848-0000  
 CHASE WILKINSON License No. 81324

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

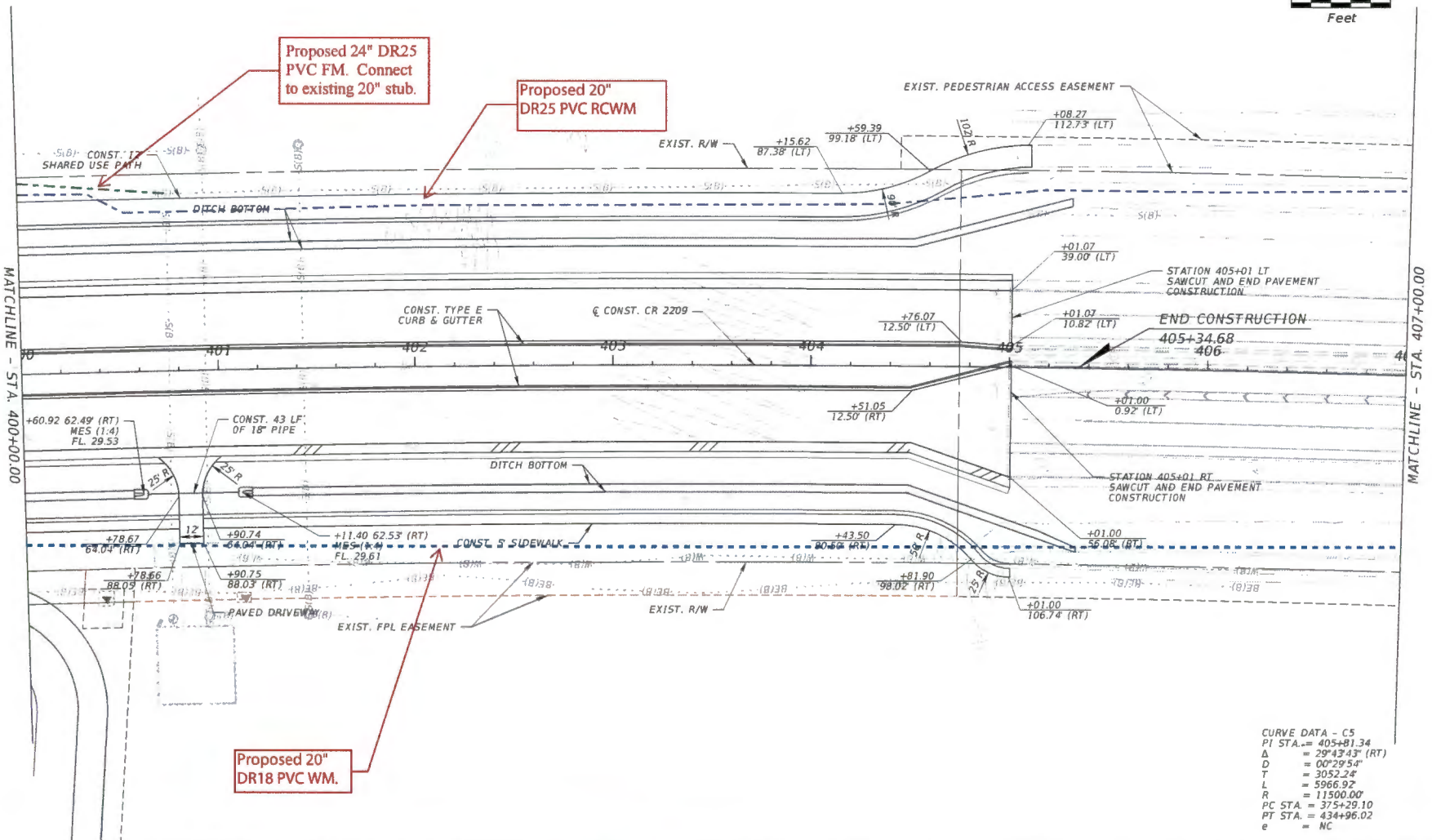
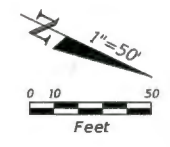
**CR 2209 EXTENSION**  
**ROADWAY PLAN**

SHEET NO.
62

5/10/2023 6:24:28 PM  
 7:00:00 AM  
 MODEL: CL-2209 - Plan 24 (Sheet)

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





CURVE DATA - C5  
 PI STA. = 405+81.34  
 $\Delta$  = 29°43' (RT)  
 D = 29'29.54"  
 T = 3052.24'  
 L = 5966.92'  
 R = 11500.00'  
 PC STA. = 375+29.10  
 PT STA. = 434+96.02  
 e = NC

3/1/2023 6:23:02 PM TORREVE  
 T:\2023\23-1348\TRANSPORTATION\DESIGN\ROADWAY\PLAN\RD01.DWG  
 MODEL: CL-2209 - Plan 25 (Sheet)

REVISIONS	
DATE	DESCRIPTION

**ETM**  
 Engineering, Technology & Management, Inc.  
 11775 Old St. Petersburg Road  
 Jacksonville, FL 32256  
 TEL: (904) 846-8800  
 FAX: (904) 846-8801  
 100001 • EXPANSION • 10000118  
 Highway - 2001, LC - 20000118  
 CHASE WILKINSON License No. 81324

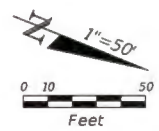
<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

**CR 2209 EXTENSION**

**ROADWAY PLAN**

SHEET ND.
64

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



Proposed 20" DR25 PVC  
(open cut)/24" DR11  
HDPE (HDD) RCWM

Cut in a 20" tee with gate  
valves north and east.

Existing 20"  
DR25 PVC RCWM

Proposed 20"  
DR18 PVC W/M

Existing 24" DI W/M

**LEGEND**  
 MILLING AND RESURFACING

**CURVE DATA - CS**  
 PI STA. = 405+81.34  
 $\Delta$  = 29°43'43" (RT)  
 D = 00°29'54"  
 T = 3052.24'  
 L = 5966.92'  
 R = 11500.00'  
 PC STA. = 375+29.10  
 PT STA. = 434+96.02  
 e = NC

MATCHLINE - STA. 407+00.00

MATCHLINE - STA. 414+00.00

9/5/2023 6:25:48 PM  
 T:\2023\21-241-241-241-241\PROJECT\DRAWINGS\CR2209\CR2209.DWG  
 MODEL: CL-2209 - Plan on 13sheet

REVISIONS	
DATE	DESCRIPTION

**ETM**  
 ENGINEERING & TRANSPORTATION  
 CHASE WILKINSON License No. 81324

<b>St Johns County</b>		
DATE	COUNTY NO.	ETM NO.
MAY 2023		21348

<b>CR 2209 EXTENSION</b>
<b>ROADWAY PLAN</b>

SHEET NO.
66

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

ATTACHMENT "Q" (REVISED PER ADDENDUM NO. 1)

UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

BASE BID PAY ITEMS					
CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY					
(Base Bid includes items associated with the construction of CR 2209 from International Golf Parkway to Silverleaf Parkway)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$ -	\$ -
0102 1	MANTENANCE OF TRAFFIC		LS	\$ -	\$ -
0104 10 3	SEDIMENT BARRIER		LF	\$ -	\$ -
0104 11	FLOATING TURBIDITY BARRIER		LF	\$ -	\$ -
0104 12	STAKED TURBIDITY BARRIER – NYLON REINFORCED PVC		LF	\$ -	\$ -
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$ -	\$ -
0104 18	INLET PROTECTION SYSTEM		EA	\$ -	\$ -
0107 1	LITTER REMOVAL		AC	\$ -	\$ -
0107 2	MOWING		AC	\$ -	\$ -
0110 1 1	CLEARING & GRUBBING		AC	\$ -	\$ -
0120 1	REGULAR EXCAVATION		CY	\$ -	\$ -
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	20,000.00	CY	\$ -	\$ -
0120 6	EMBANKMENT		CY	\$ -	\$ -
0160 4	TYPE B STABILIZATION		SY	\$ -	\$ -
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$ -	\$ -
285702	OPTIONAL BASE, BASE GROUP 02 (5" LIMEROCK)		SY	\$ -	\$ -
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$ -	\$ -
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 ½" AVG DEPTH		SY	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" SP 9.5)		TN	\$ -	\$ -
0400 4 1	CONCRETE CLASS IV, CULVERTS		CY	\$ -	\$ -
0400 4 11	CONC CLASS IV, RETAINING WALLS (FOR LARGE CONTROL STRUCTURES)		CY	\$ -	\$ -
0415 1 1	REINFORCING STEEL – ROADWAY		LB	\$ -	\$ -
0415 1 3	REINFORCING STEEL – RETAINING WALL (FOR LARGE CONTROL STRUCTURES)		LB	\$ -	\$ -
	CURB INLET, COJ		EA	\$ -	\$ -

**CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)**

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>TOTAL QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
0425 1361	INLETS, CURB, TYPE P-6, <10'		EA	\$ -	\$ -
0425 1549	INLETS, DT BOT, TYPE D, MODIFY		EA	\$ -	\$ -
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$ -	\$ -
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$ -	\$ -
0425 2 71	MANHOLES, J-7, <10'		EA	\$ -	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$ -	\$ -
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$ -	\$ -
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$ -	\$ -
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$ -	\$ -
430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42" S/CD		LF	\$ -	\$ -
430982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD		EA	\$ -	\$ -
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$ -	\$ -
430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD		EA	\$ -	\$ -
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$ -	\$ -
430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD		EA	\$ -	\$ -
	POND CUT OFF WALL		LF	\$ -	\$ -
0515 2311	PEDESTRIAN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1		LF	\$ -	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$ -	\$ -
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$ -	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$ -	\$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$ -	\$ -
0550 10220	FENCING, TYPE B, 5.1-6.0', STANDARD		LF	\$ -	\$ -
0550 60233	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18' OPENING		EA	\$ -	\$ -
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$ -	\$ -
0524 1 2	CONCRETE DITCH PAVEMETN, NON REINFORCED, 4"		SY	\$ -	\$ -
0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING		TN	\$ -	\$ -
0570 1 2	PERFORMANCE TURF, SOD		SY	\$ -	\$ -
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$ -	\$ -
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$ -	\$ -
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$ -	\$ -
0635 2 11	PULL & SPLICE BOX, F*I, 13" X 24" COVER SIZE		EA	\$ -	\$ -
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$ -	\$ -
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE		EA	\$ -	\$ -
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$ -	\$ -

CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$ -	\$ -
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY		AS	\$ -	\$ -
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL-POLE/PEDESTAL TO REMAIN		AS	\$ -	\$ -
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$ -	\$ -
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$ -	\$ -
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF		AS	\$ -	\$ -
0705 10 1	OBJECT MARKER, TYPE 1		EA	\$ -	\$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$ -	\$ -
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$ -	\$ -
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$ -	\$ -
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF	\$ -	\$ -
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOPO LINE AND CROSSWALK		LF	\$ -	\$ -
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"		GM	\$ -	\$ -
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAONAL OR CHEVRON		LF	\$ -	\$ -
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"		GM	\$ -	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$ -	\$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE ARROW		EA	\$ -	\$ -
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$ -	\$ -
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$ -	\$ -
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$ -	\$ -
	TESTING ALLOWANCE	1.00	LS	\$ 150,000.00	\$ 150,000.00
<b>SUMMARY OF BASE BID:</b>				\$	-

**BID ALTERNATE NO. 1 PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY**

(Bid Alternate No. 1 includes items associated with the construction of CR 2209 from just south of the full median opening north of S.R. 16 (Station 244+50) to International Golf Parkway, including the construction of Pond Z-01.)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$ -	\$ -
0102 1	MAINTENANCE OF TRAFFIC		LS	\$ -	\$ -
0102 71 16	TEMPORARY BARRIER, F&I, FREE STANDING		LF	\$ -	\$ -
0102 89 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION		LO	\$ -	\$ -
0104 10 3	SEDIMENT BARRIER		LF	\$ -	\$ -
0104 11	FLOATING TURBIDITY BARRIER		LF	\$ -	\$ -
0104 12	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC		LF	\$ -	\$ -
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$ -	\$ -
0104 18	INLET PROTECTION SYSTEM		EA	\$ -	\$ -
0107 1	LITTER REMOVAL		AC	\$ -	\$ -
0107 2	MOWING		AC	\$ -	\$ -
0110 1 1	CLEARING & GRUBBING		AC	\$ -	\$ -
0120 1	REGULAR EXCAVATION		CY	\$ -	\$ -
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	5,000.00	CY	\$ -	\$ -
0120 6	EMBANKMENT		CY	\$ -	\$ -
0160 4	TYPE B STABILIZATION		SY	\$ -	\$ -
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$ -	\$ -
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)		TN	\$ -	\$ -
	INLETS, CURB, COJ, <10'		EA	\$ -	\$ -
0425 1471	INLETS, CURB, TYPE 7, <10'		EA	\$ -	\$ -
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$ -	\$ -
0425 1542	INLETS, DT BOT, TYPE D, >10'		EA	\$ -	\$ -
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$ -	\$ -
0425 2 71	MANHOLES, J-7, <10'		EA	\$ -	\$ -
0425 2 72	MANHOLES, J-7, >10'		EA	\$ -	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$ -	\$ -
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$ -	\$ -
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$ -	\$ -

CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$ -	\$ -
430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -
430536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$ -	\$ -
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$ -	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$ -	\$ -
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$ -	\$ -
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$ -	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$ -	\$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$ -	\$ -
0570 1 2	PERFORMANCE TURF, SOD		SY	\$ -	\$ -
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$ -	\$ -
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$ -	\$ -
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$ -	\$ -
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE		EA	\$ -	\$ -
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE		EA	\$ -	\$ -
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR		AS	\$ -	\$ -
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL		LF	\$ -	\$ -
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT		EA	\$ -	\$ -
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE		EA	\$ -	\$ -
0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE		EA	\$ -	\$ -
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$ -	\$ -
0646 1 40	ALUMINUM SIGLANS POLE, RELOCATE		EA	\$ -	\$ -
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$ -	\$ -
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$ -	\$ -
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALLED LED COUNTDOWN, 1 WAY		AS	\$ -	\$ -
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN		AS	\$ -	\$ -

**CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT		EA	\$ -	\$ -
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$ -	\$ -
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$ -	\$ -
0700 1 11	SINGLE POST SIGN, F&I GORUND MOUNT, UP TO 12 SF		AS	\$ -	\$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$ -	\$ -
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$ -	\$ -
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$ -	\$ -
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF	\$ -	\$ -
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK		LF	\$ -	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$ -	\$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW		EA	\$ -	\$ -
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$ -	\$ -
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$ -	\$ -
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$ -	\$ -
	TESTING ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00

**SUMMARY OF BID ALT NO. 1:** \$ -

**BID ALTERNATE NO. 2 PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16**

(Bid Alternate No. 2 includes items associated with the construction of CR 2209 from State Road 16 (SR 16) to Station 244+50, not including the construction of Pond Z-01)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$ -	\$ -
0102 1	MAINTENANCE OF TRAFFIC		LS	\$ -	\$ -
0104 10 3	SEDIMENT BARRIER		LF	\$ -	\$ -
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$ -	\$ -
0104 18	INLET PROTECTION SYSTEM		EA	\$ -	\$ -
0107 1	LITTER REMOVAL		AC	\$ -	\$ -
0107 2	MOWING		AC	\$ -	\$ -
0110 1 1	CLEARING & GRUBBING		AC	\$ -	\$ -



CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0120 1	REGULAR EXCAVATION		CY	\$ -	\$ -
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	5,000.00	CY	\$ -	\$ -
0120 6	EMBANKMENT		CY	\$ -	\$ -
0160 4	TYPE B STABILIZATION		SY	\$ -	\$ -
285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$ -	\$ -
285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$ -	\$ -
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)		TN	\$ -	\$ -
	INLETS, CURB, COJ, <10'		EA	\$ -	\$ -
0425 1471	INLETS, CURB, TYPE 7, <10'		EA	\$ -	\$ -
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$ -	\$ -
0425 1542	INLETS, DT BOT, TYPE D, >10'		EA	\$ -	\$ -
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$ -	\$ -
0425 2 71	MANHOLES, J-7, <10'		EA	\$ -	\$ -
0425 2 72	MANHOLES, J-7, >10'		EA	\$ -	\$ -
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$ -	\$ -
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$ -	\$ -
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$ -	\$ -
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$ -	\$ -
430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -
430536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND		EA	\$ -	\$ -
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$ -	\$ -
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$ -	\$ -
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$ -	\$ -
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$ -	\$ -
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$ -	\$ -
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$ -	\$ -
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$ -	\$ -
0570 1 2	PERFORMANCE TURF, SOD		SY	\$ -	\$ -
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$ -	\$ -
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$ -	\$ -

CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$ -	\$ -
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE		EA	\$ -	\$ -
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE		EA	\$ -	\$ -
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR		AS	\$ -	\$ -
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL		LF	\$ -	\$ -
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT		EA	\$ -	\$ -
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE		EA	\$ -	\$ -
0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL-PEDESTAL/SERVICE POLE		EA	\$ -	\$ -
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$ -	\$ -
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE		EA	\$ -	\$ -
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$ -	\$ -
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$ -	\$ -
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$ -	\$ -
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY		AS	\$ -	\$ -
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL-POLE/PEDESTAL TO REMAIN		AS	\$ -	\$ -
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, PURNISH & INSTALL CABINET EQUIPMENT		EA	\$ -	\$ -
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$ -	\$ -
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$ -	\$ -
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF		AS	\$ -	\$ -
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$ -	\$ -
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$ -	\$ -
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$ -	\$ -
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF	\$ -	\$ -
0711 11125	THERMPOLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK		LF	\$ -	\$ -
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$ -	\$ -
0711 14170	THERMOPLASTIC, PREFORMED, WHTIE ARROW		EA	\$ -	\$ -
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$ -	\$ -

**CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$ -	\$ -
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$ -	\$ -
	TESTING ALLOWANCE	1.00	LS	\$ 25,000.00	\$ 25,000.00
<b>SUMMARY OF BID ALTERNATE NO. 2:</b>				\$	-

**BID ALTERNATE NO. 3A PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 3A – SJCUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (SJCUD WORK ONLY)	1	LS	\$ -	\$ -
	<u>SANITARY FORCE MAIN:</u>				
2	24" DR 25 PVC SANITARY FORCE MAIN	7,700	LF	\$ -	\$ -
3	30" HDPE SANITARY FORCE MAIN	180	LF	\$ -	\$ -
4	20" 45 DEGREE BENDS	28	EA	\$ -	\$ -
5	20" GATE VALVES	4	EA	\$ -	\$ -
6	AIR RELEASE VALVES	6	EA	\$ -	\$ -
7	LOCATE WIRE BOXES	16	EA	\$ -	\$ -
8	24" X 30" REDUCER	2	EA	\$ -	\$ -
9	24" X 20" REDUCER	1	EA	\$ -	\$ -
	<u>RECLAIMED WATER MAIN:</u>				
10	20" DR 25 PVC RECLAIMED WATER MAIN	9,320	LF	\$ -	\$ -
11	24" HDPE RECLAIMED WATER MAIN	180	LF	\$ -	\$ -
12	20" 45 DEGREE BENDS	28	EA	\$ -	\$ -
13	20" GATE VALVES	4	EA	\$ -	\$ -
14	LOCATE WIRE BOXES	17	EA	\$ -	\$ -
15	24" X 20" REDUCER	2	EA	\$ -	\$ -
16	TESTING ALLOWANCE	1	LS	\$ 25,000.00	\$ 25,000.00
<b>SUMMARY OF BID ALTERNATE NO. 3A:</b>				\$	-

**BID ALTERNATE NO. 3B PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 3B – SJCUD WATER TRANSMISSION MAIN**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (SJCUD WORK ONLY)	1	LS	\$ -	\$ -
	<u>WATER MAIN:</u>				
2	20" DR 18 PVC WATER MAIN	9,100	LF	\$ -	\$ -

CR 2209 -- BID ALTERNATE NO. 3B -- SJCUD WATER TRANSMISSION MAIN - (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
3	24" HDPE WATER MAIN	180	LF	\$ -	\$ -
4	20" 45 DEGREE BENDS	44	EA	\$ -	\$ -
5	20" GATE VALVES	5	EA	\$ -	\$ -
6	6" PVC WATER MAIN	200	LF	\$ -	\$ -
7	6" GATE VALVES	9	EA	\$ -	\$ -
8	FIRE HYDRANTS	9	EA	\$ -	\$ -
9	LOCATE WIRE BOXES	20	EA	\$ -	\$ -
10	20" X 6" TEE	9	EA	\$ -	\$ -
11	20" X 24" REDUCER	2	EA	\$ -	\$ -
12	TESTING ALLOWANCE	1	LS	\$ 25,000.00	\$ 25,000.00
	<u>RAW WATER MAIN</u>				
13	12" DR18 PVC RAW WATER MAIN	1,000	LF	\$ -	\$ -
14	12" 45 DEGREE BENDS	8	EA	\$ -	\$ -
15	12" GATE VALVES	2	EA	\$ -	\$ -
16	LOCATE WIRE BOXES	3	EA	\$ -	\$ -
17	TESTING ALLOWANCE	1	LS	\$ 5,000.00	\$ 5,000.00
<b>SUMMARY OF BID ALTERNATE NO. 3B:</b>				\$	-

**BID NO: 24-03; CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

**OFFICIAL COUNTY BID FORM (REVISED PER ADDENDUM NO. 1)  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT: CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 24-03; CR 2209 Extension Central Segment - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

**BASE BID: INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY:** (As per Exhibit A – Construction Plans)

The Base Bid includes all work to construct the project from International Golf Parkway to Silverleaf Parkway, as shown on the base bid plan sheets.

\$ \_\_\_\_\_  
Base Bid Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Base Bid Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Base Bid Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY:** (As per plans – Exhibit B – Alt. #1 Plans)

Bid Alternate No. 1 shall consist of all work to construct the project from station 244+50 on CR 2209 to International Golf Parkway. This shall also include complete construction of Pond Z-01 including all inflow and outflow pipes and structures. This includes all work south of the milling limits on International Golf Parkway to Station 244+50 as shown on the complete project plan sheets. This includes the construction of all required traffic signal work, however, the Bidder shall include the additional signal work above the Base Bid signal work.

\$ \_\_\_\_\_  
Bid Alternate No. 1 Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate No. 1 Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Bid Alternate No. 1 Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**ATTACHMENT "R" (PER ADDENDUM NO. 1)**  
**EQUAL OPPORTUNITY REPORT STATEMENT**

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The 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.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16:** (As per plans – Exhibit A – Construction Plans)

Bid Alternate No. 2 shall consist of all work to construct the project from State Road 16 (SR 16) to Station 244+50. This includes all work from SR 16 to Station 244+50 as shown on the complete project plan sheets.

\$ \_\_\_\_\_  
Bid Alternate No. 2 Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate No. 2 Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Bid Alternate No. 2 Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 3A – SJCUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS:** (As per plans – Exhibit C – Alt. #3 Plans)

Bid Alternate No. 3A shall consist of all work to construct the SJCUD force main and reclaimed transmission mains, and associated valves, fittings, fire hydrants, locate wire boxes, and other materials and labor required to adhere to SJCUD standards and details. Bidder shall utilize the plans included with this Bid Alternate along with the pay items and estimated quantities provided in the unit cost forms.

\$ \_\_\_\_\_  
Bid Alternate No. 3A Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate No. 3A Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Bid Alternate No. 3A Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 3B – SJCUD WATER TRANSMISSION MAIN:** (As per plans – Exhibit C – Alt. #3 Plans)

Bid Alternate No. 3B shall consist of all work to construct the SJCUD water transmission main associated valves, fittings, fire hydrants, locate wire boxes, and other materials and labor required to adhere to SJCUD standards and details. Bidder shall utilize the plans included with this Bid Alternate along with the pay items and estimated quantities provided in the unit cost forms.

\$ \_\_\_\_\_  
Bid Alternate No. 3B Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate No. 3B Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Total Bid Alternate No. 3B Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.



**TOTAL NOT-TO-EXCEED PROJECT BID PRICE:** (Base Bid + Bid Alternate #1 + Bid Alternate #2 + Bid Alternate #3A + Bid Alternate #3B)

\$ \_\_\_\_\_  
Total Bid Project Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Total Bid Project Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Total Not-To-Exceed Project Bid Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 4 – BOX CULVERT DEDUCTIVE ALTERNATE:**

Bid Alternate No. 4 shall consist of a reduction in cost to have the triple 12' x 8' box culvert constructed by others, including the connection to the existing culverts, construction of the 12'x8' cells, construction of the western headwall, handrail, and construction of the ditch pavement. If this bid alternate is selected by the County, Contractor will be required to coordinate work with the box culvert contractor.

\$ \_\_\_\_\_  
Bid Alternate No. 4 Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate No. 4 Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Total Bid Alternate No. 4 Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

The Total Not-To-Exceed Prices submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Not-To-Exceed Prices above shall be the final price charged to the County for work performed.

The Not-To-Exceed Prices offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

**BID NO: 24-03; CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

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

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

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

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

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

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

**BID NO: 24-03; CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

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

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

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

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

**INDIVIDUAL**

Name: \_\_\_\_\_ (Signature)  
(Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

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

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



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

**INVITATION FOR BIDS NO: 24-03**

**CR 2209 EXTENSION CENTRAL SEGMENT**

- **FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

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

**TABLE OF CONTENTS**

- I. General Terms and Conditions
- II. Official County Bid Form
- III. Attachments:
  - Attachment "A" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – Contractor's Qualification Statement
  - Attachment "D" – License/Certification/FDOT Work Class Pre-Qualification List
  - Attachment "E" – List of Proposed Sub-Contractors/Suppliers
  - Attachment "F" – Conflict of Interest Disclosure Form
  - Attachment "G" – Drug Free Work Place Form
  - Attachment "H" – Proof of Insurance
  - Attachment "I" – Relevant Experience of Bidder
  - Attachment "J" – Claims, Liens, Litigation History
  - Attachment "K" – Public Entity Crimes Statement
  - Attachment "L" – Non-collusion Certification
  - Attachment "M" – E-Verify Affidavit
  - Attachment "N" – Certificate of Compliance with Florida Trench Safety Act
  - Attachment "O" – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions
  - Attachment "P" – Certification for Disclosure of Lobbying Activities
  - Attachment "Q" – St. Johns County – Unit Price for Adjustment/Schedule of Values
  - Bid Bond
  - Sealed Bid Mailing Label

**SEPARATE DOCUMENTS:**

- EXHIBIT "A" – CONSTRUCTION PLANS : BASE BID PLAN SHEET**
- EXHIBIT "B" – CONSTRUCTION PLANS: BID ALTERNATE #1**
- EXHIBIT "C" – CONSTRUCTION PLANS: BID ALTERNATE #3**
- EXHIBIT "D" – GEOTECHNICAL ENGINEERING REPORT – CR 2209 FROM SR 16 TO SILVERLEAF PARKWAY**
- EXHIBIT "E" – CR 2209 BOX CULVERTS DESIGN CALCULATIONS**
- EXHIBIT "F" – ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT #99446-91**
- EXHIBIT "G" – U.S. ARMY CORPS OF ENGINEERS PERMIT #SAJ-2004-4731 (SP-MRE)**
- EXHIBIT "H" – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA-1273)**
- EXHIBIT "I" – DAVIS-BACON ACT WAGE DETERMINATION: HEAVY**
- EXHIBIT "J" – DAVIS-BACON ACT WAGE DETERMINATION: HIGHWAY**
- EXHIBIT "K" – FDOT STATE-FUNDED GRANT AGREEMENT FPN 447333-1-54-01**
- EXHIBIT "L" – FDOT STATE-FUNDED GRANT AGREEMENT FPN 447333-2-54-01**
- EXHIBIT "M" – FDOT STATE-FUNDED GRANT AGREEMENT FPN 447333-3-54-01**

**END OF TABLE OF CONTENTS**

**PART I – GENERAL TERMS AND CONDITIONS**

**1) DEFINITIONS**

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

**2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY**

All provisions of the Policy and associated procedures are incorporated into the Bid Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

**3) BIDDER’S REPRESENTATION**

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

**4) BID DOCUMENTS**

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

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

**5) INTERPRETATION OR CORRECTION OF BID DOCUMENTS**

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

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

**6) SUBSTITUTIONS**

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been received by the Designated Point of Contact at least fourteen (14) calendar days prior to the submittal deadline for Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and testing data, and any other information necessary for an evaluation. A statement

setting forth any changes in other materials, equipment or work that incorporation of the substitute would require must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager's approval or disapproval of a proposed substitution shall be final.

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

**7) DESIGNATED POINT OF CONTACT**

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

**8) LOBBYING PROHIBITION**

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

**9) PRE-BID MEETING**

There will be a **Non-Mandatory** Pre-Bid Meeting on **Wednesday, September 13, 2023 at 2:00 PM EDST** in the Public Works Main Conference Room at the St. Johns County Public Works Department, 2750 Industry Center Road, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Meeting in order to be eligible to submit a bid for this project. Bidders and sub-contractors are highly encouraged to visit the site prior to the Pre-Bid Meeting to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

**10) QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than Four o'clock **(4:00PM) EDST on Wednesday, September 27, 2023**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

**11) ADDENDA**

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar ([www.demandstar.com](http://www.demandstar.com)) with the Bid Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Assistant Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

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

**12) BID SUBMITTAL REQUIREMENTS**

The submittal deadline for Bids shall be no later than two o'clock **(2:00PM EDST) on Wednesday, October 11,**

**2023 (“Submittal Deadline”).** Bids must be submitted to:

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

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder’s full legal company name, mailing address, and recite: **“BID NO: 24-03; CR 2209 Extension Central Segment”**. A mailing label has been provided herein for Bidders to use to identify their Bid.

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

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

All mail delivered to the County is processed through SJC Central Receiving. Bidders must factor the additional time for processing when mailing their submitted Bids to the County. Any Bids that are not delivered to the SJC Purchasing Division, by the deadline above, shall not be considered, even if the Bid is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Bids that are delayed in delivery due to mail processing activities of the County’s Central Receiving Office.

Additionally, the County is not responsible for Bids that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Division. Any such Bid that is not received in the SJC Purchasing Division shall be returned to the Bidder, unopened.

Bidders must only submit one (1) Bid in response to this IFB. Oral, telephonic, telegraphic, or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

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

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

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

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



bind the Bidder.

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

### 13) BID SECURITY

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

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

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

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

### 14) BID BOND INSTRUCTIONS

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

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

### 15) SURETY REQUIREMENTS

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

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

### 16) BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to

serve the best interest of the County.

#### **17) MODIFICATION OR WITHDRAWAL OF BID**

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

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

#### **18) COSTS INCURRED BY BIDDERS**

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

#### **19) CONSIDERATION OF BIDS**

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

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

**Bid Award:** It is the intent of the County to award to the lowest, responsive, responsible Bidder, based upon the Not-to-Exceed Base Bid Price and, if applicable, County accepted Alternates.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

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

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

#### **20) LOCAL PREFERENCE**

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

## 21) PROTESTS

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

## 22) MINIMUM QUALIFICATIONS

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

Additionally, the prime or proposed sub-contractor performing any work in the following work classes shall be currently Florida Department of Transportation (FDOT) pre-qualified: (10) Flexible Paving, (7) Drainage, (27) Minor Bridges, (28) Pavement Marking, (38) Roadway Signing, (39) Traffic Signal, and (40) Sidewalk. A letter from FDOT confirming pre-qualification, current at the time of bid submittal, in the required work classes must be submitted under **Attachment "D"** – License/Certification/FDOT Work Class Pre-Qualification List.

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

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

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

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

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

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

### **23) SUB-CONTRACTORS**

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

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

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

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

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

### **24) FLORIDA TRENCH SAFETY ACT**

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

### **25) PUBLIC CONSTRUCTION BOND**

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

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

Contractor shall record the Public Construction Bond with the St. Johns County Clerk of Courts, and obtain a certified copy of the recorded bond and provide to the SJC Purchasing Division. No work shall commence until the required bond has been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

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

the bonds.

**26) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR**

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

**27) EXECUTION OF CONTRACT DOCUMENTS**

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

**28) CONTRACT TIME – LIQUIDATED DAMAGES**

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a “Notice of Award”. St. Johns County will return a “fully executed” Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

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

The work to be performed under this Agreement shall be commenced within ten (10) days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Seven Hundred (700)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

**Conditions under which Liquidated Damages are Imposed:**

Should the Contractor or, in case of his default, the Surety fail to achieve Substantial Completion or Final Completion of the Work by its applicable date, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety shall pay to the County, not as a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County’s rights of termination and Contractor’s obligation to complete the Work. Should Contractor fall behind the approved Work schedule, the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion, the amount so due as determined by the following schedule based on the Florida Department of Transportation (FDOT) 23-24 Standard Specifications Book for Road & Bridge Construction:

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

## 29) INDEMNIFICATION

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28. Florida Statutes.

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

## 30) FORCE MAJEURE; DELAYS

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

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

## 31) CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

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

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

**A. OSHA Requirements:**

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

**B. Compliance with Occupational Safety and Health Act:**

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

**C. Training and Education:**

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

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

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

**D. Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations:**

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

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

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

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

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

**32) TERMINATION**

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

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

**33) TAXES**

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

**34) INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be satisfactory to the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the execution of this Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

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

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

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

The Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$5,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability



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

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

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

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

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

### **35) GOVERNING LAWS & REGULATIONS**

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

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

### **36) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

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

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable

for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

- f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

### **37) PUBLIC RECORDS**

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

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

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

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

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 24-03; CR 2209 Extension Central Segment - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

**BASE BID: International Golf Parkway to Silverleaf Parkway:** (As per Exhibit A – Construction Plans)

The Base Bid includes all work to construct the project from International Golf Parkway to Silverleaf Parkway, as shown on the base bid plan sheets.

\$ \_\_\_\_\_  
Base Bid Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Base Bid Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Base Bid Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 1 – Station 244+50 to International Golf Parkway:** (As per plans – Exhibit B – Alt. #1 Plans)

Bid Alternate No. 1 shall consist of all work to construct the project from station 244+50 on CR 2209 to International Golf Parkway. This shall also include complete construction of Pond Z-01 including all inflow and outflow pipes and structures. This includes all work south of the milling limits on International Golf Parkway to Station 244+50 as shown on the complete project plan sheets. This includes the construction of all required traffic signal work, however, the Bidder shall include the additional signal work above the Base Bid signal work.

\$ \_\_\_\_\_  
Bid Alternate No. 1 Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate No. 1 Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Bid Alternate No. 1 Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 2 – Station 244+50 to S.R. 16:** (As per plans – Exhibit A – Construction Plans)

Bid Alternate No. 2 shall consist of all work to construct the project from State Road 16 (SR 16) to Station 244+50. This includes all work from SR 16 to Station 244+50 as shown on the complete project plan sheets.

\$ \_\_\_\_\_  
Bid Alternate No. 2 Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate No. 2 Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Bid Alternate No. 2 Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 3A – SJCUD Force Main and Reclaim Water Transmission Mains:** (As per plans – Exhibit C – Alt. #3 Plans)

Bid Alternate No. 3A shall consist of all work to construct the SJCUD force main and reclaimed transmission mains, and associated valves, fittings, fire hydrants, locate wire boxes, and other materials and labor required to adhere to SJCUD standards and details. Bidder shall utilize the plans included with this Bid Alternate along with the pay items and estimated quantities provided in the unit cost forms.

\$ \_\_\_\_\_  
Bid Alternate No. 3A Not-To-Exceed Price Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate No. 3A Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Bid Alternate No. 3A Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**BID ALTERNATE NO. 3B – SJCUD Water Transmission Main:** (As per plans – Exhibit C – Alt. #3 Plans)

Bid Alternate No. 3B shall consist of all work to construct the SJCUD water transmission main associated valves, fittings, fire hydrants, locate wire boxes, and other materials and labor required to adhere to SJCUD standards and details. Bidder shall utilize the plans included with this Bid Alternate along with the pay items and estimated quantities provided in the unit cost forms.

\$ \_\_\_\_\_  
Bid Alternate No. 3B Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate No. 3B Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Total Bid Alternate No. 3B Not-To-Exceed Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

**TOTAL NOT-TO-EXCEED PROJECT BID PRICE :** (Base Bid + Bid Alternate #1 + Bid Alternate #2 + Bid Alternate #3A + Bid Alternate #3B)

\$ \_\_\_\_\_  
Total Bid Project Not-To-Exceed Price (Numerical)

\_\_\_\_\_/100 Dollars  
Total Bid Project Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Total Not-To-Exceed Project Bid Price above, in numerals and in words. In the event of a discrepancy between the two, the amount shall be determined by the amount written in words.

The Total Bid Project Not-To-Exceed Price submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Not-To-Exceed Project Price above shall be the final price charged to the County for work performed.

The Not-To-Exceed Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

**BID NO: 24-03; CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**

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

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

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

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

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

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

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_(Seal)

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

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

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

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

**INDIVIDUAL**

Name: \_\_\_\_\_ (Signature)  
(Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

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

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



ATTACHMENT "A"

ST. JOHNS COUNTY AFFIDAVIT

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The Undersigned authority, \_\_\_\_\_ ("Affiant"), who being duly sworn, deposes and states that he/she is the \_\_\_\_\_ (Title) of the Bidder \_\_\_\_\_ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 24-03; CR 2209 Extension Central Segment - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01, in St. Johns County, Florida.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Full Legal Name of Corporation (Bidder)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

**ATTACHMENT "C"**

**CONTRACTOR'S QUALIFICATIONS STATEMENT**

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

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

Authorized Bidder Representative:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name & Title of Representative

ATTACHMENT "D"

LICENSE / CERTIFICATION LIST

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

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

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License			
Certified General Contractor (CGC)			
Certified Underground Utility and Excavation Contractor (CUC)			
FDOT Pre-Qualification – Flexible Paving			
FDOT Pre-Qualification – Drainage			
FDOT Pre-Qualification – Minor Bridges			
FDOT Pre-Qualification – Pavement Marking			
FDOT Pre-Qualification – Roadway Signing			
FDOT Pre-Qualification – Traffic Signal			
FDOT Pre-Qualification – Sidewalk			

**ATTACHMENT "E"**

**LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

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

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

ATTACHMENT "F"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project BID Number/Description: Bid No 24-03; CR 2209 Extension Central Segment - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01

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

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

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

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

Please check the appropriate statement:



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



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

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s): \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

St. Johns County Board of County Commissioners

ATTACHMENT "G"

DRUG-FREE WORKPLACE FORM

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

\_\_\_\_\_ does:  
Name of Firm

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT "H"**

**CERTIFICATE(S) OF INSURANCE**

(Attach or insert copy here)

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

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



**ATTACHMENT "I"**

**RELEVANT EXPERIENCE OF BIDDER**

Each Bidder must submit a list of projects showing relevant experience to the scope as described in this IFB. The information required shall include: dates of service, dollar amount of contract, name of individual, firm or agency, and a contact person name, title, phone number and email address. The County reserves the right to contract the project owners to verify experience of the Bidder.

ATTACHMENT "J"

CLAIMS, LIENS, LITIGATION HISTORY

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

Four horizontal lines for providing details for question 4.

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

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

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

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

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

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

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

ATTACHMENT "K"

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

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

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

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Respondent

\_\_\_\_\_  
Date of Signature

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

ATTACHMENT "L"

NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT "M"

E-VERIFY AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT "N"**

**CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT**

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

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT "O"

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

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

**Subcontractor Covered Transactions**

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

**SUBCONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_  
Signature

St. Johns County BOCC \_\_\_\_\_  
Sub-Recipient's Name

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

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

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

#447333-1-54-01, #447333-2-54-01, #447333-3-54-01  
FPN Project Number

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

\_\_\_\_\_  
Date

ATTACHMENT "P"

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

Legal Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_



ATTACHMENT “Q”

UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

**BIDDERS MUST FILL OUT THE TABLES BELOW COMPLETELY.** Failure to complete and submit Attachment “R” – Schedule of Values may result in the bid proposal being deemed non-responsive and removed from consideration for award of a contract.

PAY ITEMS					
CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY					
(Base Bid includes items associated with the construction of CR 2209 from International Golf Parkway to Silverleaf Parkway)					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$	\$
0102 1	MANTENANCE OF TRAFFIC		LS	\$	\$
0104 10 3	SEDIMENT BARRIER		LF	\$	\$
0104 11	FLOATING TURBIDITY BARRIER		LF	\$	\$
0104 12	STAKED TURBIDITY BARRIER – NYLON REINFORCED PVC		LF	\$	\$
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$	\$
0104 18	INLET PROTECTION SYSTEM		EA	\$	\$
0107 1	LITTER REMOVAL		AC	\$	\$
0107 2	MOWING		AC	\$	\$
0110 1 1	CLEARING & GRUBBING		AC	\$	\$
0120 1	REGULAR EXCAVATION		CY	\$	\$
0120 4	SUBSOIL EXCAVATION (CONTINGENCY)	20,000	CY	\$	\$
01020 6	EMBANKMENT		CY	\$	\$
0160 4	TYPE B STABILIZATION		SY	\$	\$
0285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$	\$
0285702	OPTIONAL BASE, BASE GROUP 02 (5" LIMEROCK)		SY	\$	\$
0285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$	\$
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 ½" AVG DEPTH		SY	\$	\$
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$	\$
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" SP 9.5)		TN	\$	\$
0400 4 1	CONCRETE CLASS IV, CULVERTS		CY	\$	\$
0400 4 11	CONC CLASS IV, RETAINING WALLS (FOR LARGE CONTROL STRUCTURES)		CY	\$	\$
0415 1 1	REINFORCING STEEL – ROADWAY		LB	\$	\$

CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0415 1 3	REINFORCING STEEL – RETAINING WALL (FOR LARGE CONTROL STRUCTURES)		LB	\$	\$
	CURB INLET, COJ		EA	\$	\$
0425 1361	INLETS, CURB, TYPE P-6, <10'		EA	\$	\$
0425 1549	INLETS, DT BOT, TYPE D, MODIFY		EA	\$	\$
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$	\$
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$	\$
0425 2 71	MANHOLES, J-7, <10'		EA	\$	\$
0430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$	\$
0430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$	\$
0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$	\$
0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$	\$
0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42" S/CD		LF	\$	\$
0430982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD		EA	\$	\$
0430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$	\$
0430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD		EA	\$	\$
0430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$	\$
0430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD		EA	\$	\$
0515 2311	PEDESTRIAN/BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1		LF	\$	\$
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$	\$
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$	\$
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$	\$
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$	\$
0550 10220	FENCING, TYPE B, 5.1-6.0', STANDARD		LF	\$	\$
0550 60233	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18' OPENING		EA	\$	\$
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$	\$
0524 1 2	CONCRETE DITCH PAVEMETN, NON REINFORCED, 4"		SY	\$	\$
0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING		TN	\$	\$
0570 1 2	PERFORMANCE TURF, SOD		SY	\$	\$
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$	\$
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$	\$
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$	\$
0635 2 11	PULL & SPLICE BOX, F*1, 13" X 24" COVER SIZE		EA	\$	\$
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$	\$
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE		EA	\$	\$
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$	\$
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$	\$

**CR 2209 – BASE BID - INTERNATIONAL GOLF PARKWAY TO SILVERLEAF PARKWAY – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$	\$
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$	\$
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY		AS	\$	\$
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN		AS	\$	\$
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$	\$
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$	\$
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUTN, UP TO 12 SF		AS	\$	\$
0705 10 1	OBJECT MARKER, TYPE 1		EA	\$	\$
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$	\$
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$	\$
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$	\$
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGNOALS AND CHEVRONS		LF	\$	\$
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOPO LINE AND CROSSWALK		LF	\$	\$
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"		GM	\$	\$
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON		LF	\$	\$
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 204 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"		GM	\$	\$
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$	\$
0711 14170	THERMOPLASTIC, PREFORMED, WHITE ARROW		EA	\$	\$
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$	\$
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$	\$
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$	\$
	TESTING ALLOWANCE	1	LS	\$150,000.00	\$150,000.00

**SUMMARY OF BASE BID:**

**\$**

**PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY**

(Bid Alternate No. 1 includes items associated with the construction of CR 2209 from just south of the full median opening north of S.R. 16 (Station 244+50) to International Golf Parkway, including the construction of Pond Z-01.)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$	\$
0102 1	MAINTENANCE OF TRAFFIC		LS	\$	\$
0102 71 16	TEMPORARY BARRIER, F&I, FREE STANDING		LF	\$	\$

CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0102 71 16	TEMPORARY BARRIER, F&I, FREE STANDING		LF	\$	\$
0102 89 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION		LO	\$	\$
0104 10 3	SEDIMENT BARRIER		LF	\$	\$
0104 11	FLOATING TURBIDITY BARRIER		LF	\$	\$
0104 12	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC		LF	\$	\$
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$	\$
0104 18	INLET PROTECTION SYSTEM		EA	\$	\$
0107 1	LITTER REMOVAL		AC	\$	\$
0107 2	MOWING		AC	\$	\$
0110 1 1	CLEARING & GRUBBING		AC	\$	\$
0120 1	REGULAR EXCAVATION		CY	\$	\$
0120 6	EMBANKMENT		CY	\$	\$
0160 4	TYPE B STABILIZATION		SY	\$	\$
0285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$	\$
0285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$	\$
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$	\$
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)		TN	\$	\$
	INLETS, CURB, COJ, <10'		EA	\$	\$
0425 1471	INLETS, CURB, TYPE 7, <10'		EA	\$	\$
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$	\$
0425 1542	INLETS, DT BOT, TYPE D, >10'		EA	\$	\$
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$	\$
0425 2 71	MANHOLES, J-7, <10'		EA	\$	\$
0425 2 72	MANHOLES, J-7, >10'		EA	\$	\$
0430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$	\$
0430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$	\$
0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$	\$
0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$	\$
0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	\$	\$
0430536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND		EA	\$	\$
0430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$	\$
0430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$	\$
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$	\$
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$	\$
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$	\$
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$	\$
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$	\$
0570 1 2	PERFORMANCE TURF, SOD		SY	\$	\$

CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$	\$
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$	\$
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$	\$
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE		EA	\$	\$
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE		EA	\$	\$
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR		AS	\$	\$
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL		LF	\$	\$
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT		EA	\$	\$
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE		EA	\$	\$
0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE		EA	\$	\$
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$	\$
0646 1 40	ALUMINUM SIGLANS POLE, RELOCATE		EA	\$	\$
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$	\$
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$	\$
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$	\$
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$	\$
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALLED LED COUNTDOWN, 1 WAY		AS	\$	\$
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN		AS	\$	\$
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT		EA	\$	\$
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$	\$
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$	\$
0700 1 11	SINGLE POST SIGN, F&I GORUND MOUNT, UP TO 12 SF		AS	\$	\$
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$	\$
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$	\$
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$	\$
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF	\$	\$
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK		LF	\$	\$
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$	\$
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW		EA	\$	\$
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$	\$

**CR 2209 – BID ALTERNATE NO. 1 – STATION 244+50 TO INTERNATIONAL GOLF PARKWAY – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$	\$
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$	\$
<b>SUMMARY OF BID ALT NO. 1:</b>				\$	

**PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16**

(Bid Alternate No. 2 includes items associated with the construction of CR 2209 from State Road 16 (SR 16) to Station 244+50, **not including** the construction of Pond Z-01)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0101 1	MOBILIZATION		LS	\$	\$
0102 1	MAINTENANCE OF TRAFFIC		LS	\$	\$
0104 10 3	SEDIMENT BARRIER		LF	\$	\$
0104 15	SOIL TRACKING PREVENTION DEVICE		EA	\$	\$
0104 18	INLET PROTECTION SYSTEM		EA	\$	\$
0107 1	LITTER REMOVAL		AC	\$	\$
0107 2	MOWING		AC	\$	\$
0110 1 1	CLEARING & GRUBBING		AC	\$	\$
0120 1	REGULAR EXCAVATION		CY	\$	\$
0120 6	EMBANKMENT		CY	\$	\$
0160 4	TYPE B STABILIZATION		SY	\$	\$
0285701	OPTIONAL BASE, BASE GROUP 01 (4" LIMEROCK)		SY	\$	\$
0285709	OPTIONAL BASE, BASE GROUP 09 (10" LIMEROCK)		SY	\$	\$
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2" 12.5 SP)		TN	\$	\$
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (1.5" 9.5 SP)		TN	\$	\$
	INLETS, CURB, COJ, <10'		EA	\$	\$
0425 1471	INLETS, CURB, TYPE 7, <10'		EA	\$	\$
0425 1541	INLETS, DT BOT, TYPE D, <10'		EA	\$	\$
0425 1542	INLETS, DT BOT, TYPE D, >10'		EA	\$	\$
0425 1589	INLETS, DT BOT, TYPE H, MODIFY		EA	\$	\$
0425 2 71	MANHOLES, J-7, <10'		EA	\$	\$
0425 2 72	MANHOLES, J-7, >10'		EA	\$	\$
0430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD		LF	\$	\$
0430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD		LF	\$	\$
0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD		LF	\$	\$
0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD		LF	\$	\$
0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	\$	\$

CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 – (Continued)

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0430536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND		EA	\$	\$
0430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD		EA	\$	\$
0430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD		EA	\$	\$
0520 1 7	CONCRETE CURB & GUTTER, TYPE E		LF	\$	\$
0520 1 10	CONCRETE CURB & GUTTER, TYPE F		LF	\$	\$
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE		LF	\$	\$
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK		SY	\$	\$
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		SY	\$	\$
0570 1 2	PERFORMANCE TURF, SOD		SY	\$	\$
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH		LF	\$	\$
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE		LF	\$	\$
0630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND		LF	\$	\$
0635 2 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE		EA	\$	\$
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE		EA	\$	\$
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR		AS	\$	\$
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL		LF	\$	\$
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT		EA	\$	\$
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE		EA	\$	\$
0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE		EA	\$	\$
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL		EA	\$	\$
0646 1 40	ALUMINUM SIGNALS POLE, RELOCATE		EA	\$	\$
0646 1 60	ALUMINUM SIGNALS POLE, REMOVE		EA	\$	\$
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY		AS	\$	\$
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY		AS	\$	\$
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN		AS	\$	\$
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY		AS	\$	\$
0653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN		AS	\$	\$
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, PURNISH & INSTALL CABINET EQUIPMENT		EA	\$	\$
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT		EA	\$	\$
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD		EA	\$	\$
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF		AS	\$	\$
0706 1 3	RAISED PAVEMENT MARKER, TYPE B		EA	\$	\$

**CR 2209 – BID ALTERNATE NO. 2 – STATION 244+50 TO S.R. 16 – (Continued)**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND		GM	\$	\$
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT		LF	\$	\$
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS		LF	\$	\$
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK		LF	\$	\$
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE		EA	\$	\$
0711 14170	THERMOPLASTIC, PREFORMED, WHITE ARROW		EA	\$	\$
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"		GM	\$	\$
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP		GM	\$	\$
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"		GM	\$	\$

**SUMMARY OF BID ALTERNATE NO. 2:**

\$

**PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 3A – SJUCUD FORCE MAIN AND RECLAIM WATER TRANSMISSION MAINS**

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION (SJUCUD WORK ONLY)	1	LS	\$	\$
	<u>SANITARY FORCE MAIN:</u>				
2	24" DR 25 PVC SANITARY FORCE MAIN	7,700	LF	\$	\$
3	30" HDPE SANITARY FORCE MAIN	180	LF	\$	\$
4	20" 45 DEGREE BENDS	28	EA	\$	\$
5	20" GATE VALVES	4	EA	\$	\$
6	AIR RELEASE VALVES	6	EA	\$	\$
7	LOCATE WIRE BOXES	16	EA	\$	\$
8	24" X 30" REDUCER	2	EA	\$	\$
9	24" X 20" REDUCER	1	EA	\$	\$
	<u>RECLAIMED WATER MAIN:</u>				
10	20" DR 25 PVC RECLAIMED WATER MAIN	9,320	LF	\$	\$
11	24" HDPE RECLAIMED WATER MAIN	180	LF	\$	\$
12	20" 45 DEGREE BENDS	28	EA	\$	\$
13	20" GATE VALVES	4	EA	\$	\$
14	LOCATE WIRE BOXES	17	EA	\$	\$
15	24" X 20" REDUCER	2	EA	\$	\$

**SUMMARY OF BID ALTERNATE NO. 3A:**

\$



**PAY ITEMS**

**CR 2209 – BID ALTERNATE NO. 3B – SJCUD WATER TRANSMISSION MAIN**

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>TOTAL QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
1	MOBILIZATION (SJCUD WORK ONLY)	1	LS	\$	\$
				\$	\$
	<u>WATER MAIN:</u>			\$	\$
2	20" DR 18 PVC WATER MAIN	9,100	LF	\$	\$
3	24" HDPE WATER MAIN	180	LF	\$	\$
4	20" 45 DEGREE BENDS	40	EA	\$	\$
5	20" GATE VALVES	5	EA	\$	\$
6	6" PVC WATER MAIN	200	LF	\$	\$
7	6" GATE VALVES	9	EA	\$	\$
8	FIRE HYDRANTS	9	EA	\$	\$
9	LOCATE WIRE BOXES	20	EA	\$	\$
10	20" X 6" TEE	9	EA	\$	\$
11	20" X 24" REDUCER	2	EA	\$	\$
<b>SUMMARY OF BID ALTERNATE NO. 3B:</b>				\$	

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

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

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

**For**  
**CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01**  
St. Johns County, Florida

NOW THEREFORE,

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

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

WITNESSES:

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

\_\_\_\_\_

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS


CITY STATE

NAME OF LOCAL INSURANCE AGENCY

**SEALED BID MAILING LABEL**

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

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>BID NO: 23-04</b>
BID TITLE:	<b>CR 2209 EXTENSION CENTRAL SEGMENT - FDOT FPN 447333-1-54-01, 447333-2-54-01, and 447333-3-54-01</b>
DUE DATE/TIME:	<b>By 2:00PM – October 11, 2023</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



**END OF DOCUMENT**