

**RESOLUTION NO. 2023 -488**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD IFB NO. 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES TO THE FIVE FIRMS, AS IDENTIFIED HEREIN, AND TO EXECUTE CONTRACTS FOR PERFORMANCE OF THE SPECIFIED SERVICES ON AN AS-NEEDED BASIS, IN ACCORDANCE WITH THE IFB.**

**RECITALS**

**WHEREAS**, the SJC Public Works Department manages the County's Pavement Management Program for the purposes of maintaining St. Johns County roadways based upon evaluation of current conditions and needs on an annual basis. In order to accomplish projects in the most effective way possible, the County utilizes multi-year contracts for Countywide Pavement Maintenance and Rehabilitation Services, under which work is authorized by Task Order on an as-needed basis, as requested by the Public Works Department; and

**WHEREAS**, the scope of the services will be to provide any and all labor, materials, equipment, and other items required in order to provide pavement/asphalt maintenance and rehabilitation services and striping/pavement marking on an as-needed basis for various roadways throughout St. Johns County, as needs are identified and funding is available, in accordance with IFB No. 24-01; and.

**WHEREAS**, through the County's formal Bid process, Asphalt Paving Systems Inc., Hubbard Construction Company, Kudzue 3 Trucking Inc., Pavement Technology Inc., and Preferred Materials Inc. were determined to be responsive, responsible bidders and that it serves the best interest of the County to award contracts to the five firms to ensure as-needed services can be performed as efficiently as possible; and

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

**WHEREAS**, the contracts will be in substantial conformance with the attached draft contract; and

**WHEREAS**, the projects authorized by Task Order will be funded by the SJC Public Works Department at the time of the issuance of each Task Order.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award IFB No. 24-01; Countywide Pavement Maintenance and Rehabilitation Services to Asphalt Paving Systems Inc., Hubbard Construction Company, Kudzue 3 Trucking Inc., Pavement Technology Inc., and Preferred Materials Inc.

Section 3. Furthermore, upon approval by the Board, the County Administrator, or designee, is authorized to execute an agreements in substantially the same form and format as the attached to provide services as specified in IFB No. 24-01.

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.

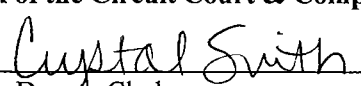
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5th day of December, 2023.

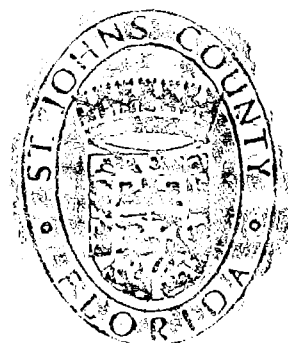
**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

Rendition Date: DEC 06 2023

By:   
Sarah Arnold, 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: \_\_\_\_\_

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

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

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

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

## 1.2 Definitions

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

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

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

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

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

### **1.3 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 Countywide Pavement Maintenance and Rehabilitation Services is a multi-year Task Order based agreement requiring the Contractor to provide any and all labor, materials, equipment, and other items required in order to provide pavement/asphalt maintenance and rehabilitation services and striping/pavement marking on an as-needed basis for various roadways throughout St. Johns County, as needs are identified and funding is available. The services include but may not be limited to milling, resurfacing, pavement preservation (asphalt rejuvenation), full depth reclamation, cold in-place recycling, micro-surfacing, crack sealing, and paint and thermoplastic striping/pavement markings, and all other requirements specified in the Contract Documents.

### **2.2 Labor and Materials**

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

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

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

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

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

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

### **2.4 Payment of Costs**

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of

harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

## **2.12 Publicity and Advertising**

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

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

## **2.13 County Furnished Items**

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

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

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

# **ARTICLE III CONTRACT TIME**

## **3.1 Contract Period**

3.1.1 The Contract shall become effective upon signature by both Parties, and shall remain in effect through and until September 30, 2028 ("Contract Term"). The Contract Term, unless otherwise terminated, shall continue in full force and effect through and until September, 2028. This Contract may only be extended, by written amendment, signed by both Parties.

3.1.2 Contract Extension. The County may, in its sole discretion, unilaterally exercise an option to extend this Contract, as necessary, to complete any ongoing projects, or if it is determined to be in the best interest of the County to do so. Any such Contract extension shall be contingent upon satisfactory performance by the Contractor and the County's availability of funding. Subject to Article VIII below, Contractor shall not increase its pricing during any such Contract extension. This Contract may otherwise only be modified upon mutual execution of an Amendment.

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

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

3.5.3 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**

This is an indefinite-quantity Contract for construction services. The County makes no representations or guarantees as to the quantity or value of the Work to be performed. Performance of construction services shall be made only as authorized by Task Order issued by the County. The cumulative maximum amount authorized through Task Orders issued to all awarded Contractors each fiscal year shall not exceed the annual budgeted amount, without prior written authorization by the Board of County Commissioners.

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

### **4.2 Schedule of Values**

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

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

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

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



## **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

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,

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

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 than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract

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

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.

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.

### **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.



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

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

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

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

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

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

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

14.16.8 Contractor will include the provisions of paragraphs 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;

**14.20 Compliance with Florida Statute 287.138**

14.20.1 Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County’s continued compliance with the statute.

14.20.2 Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

**14.21 Written Notice**

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

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

St. Johns County  
 500 San Sebastian View  
 St. Augustine, FL 32084  
 Attn: Leigh A. Daniels  
 Email Address: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

[INSERT CONTRACTOR FULL LEGAL NAME]  
 Address: [INSERT STREET ADDRESS]  
 [INSERT CITY/STATE/ZIP CODE]  
 Attn: [INSERT NAME OF PRINCIPAL]  
 Email Address: [INSERT EMAIL OF PRINCIPAL]

*With a copy to:*

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

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

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FORM 1  
**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Task Order No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

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

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

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

Contractor \_\_\_\_\_

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

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

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

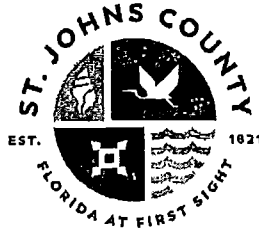
The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

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

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

(NOTARY SEAL)  
 My commission expires:



## NOTICE OF INTENT TO AWARD

November 6, 2023

### **Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services**

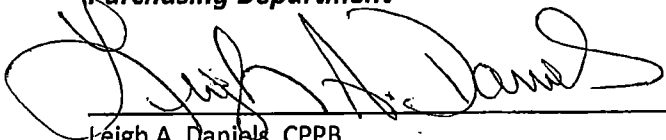
St. Johns County hereby issues this Notice of Intent to Award contracts to **Asphalt Paving Systems, Inc. for Zones A and B Categories "C", "D", "E", "F", "H", "K", and "L"; Hubbard Construction Company for Zones A and B Categories "A", "B", "F", "I", "J", "K", and "L"; Kudzue 3 Trucking, Inc. for Zones A and B Categories "A", "B", "I", "K", and "L"; Pavement Technology Inc. for Zones A and B Category "G"; and to Preferred Materials, Inc. for Zones A and B Categories "A", "B", "I", "K", and "L"** as the lowest, responsive, responsible Bidders under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of Contracts in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, BAS, CPPB, Senior Procurement Coordinator, via email at [dfye@sjcfl.us](mailto:dfye@sjcfl.us) or phone at 904-209-0162.

**St. Johns County, FL**  
**Board of County Commissioners**  
**Purchasing Department**



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Leigh A. Daniels, CPPB  
Purchasing Manager  
[Ldaniels@sjcfl.us](mailto:Ldaniels@sjcfl.us)  
(904) 209-0154 - Direct

Date: 11/6/23

ST. JOHNS COUNTY, FL  
BID TABULATION



OPENING DATE: 10/18/2023  
 OPENED BY: Diana M. Fye  
 VERIFIED BY: Bryan Matus  
 POSTING DATE: 10/20/2023

BID NUMBER: 24-01  
 AND TITLE Countywide Pavement Maintenance and Rehabilitation Services

BIDDERS	CATEGORY "G" TOTAL UNIT PRICING		CATEGORY "H" TOTAL UNIT PRICING		CATEGORY "I" TOTAL UNIT PRICING		CATEGORY "J" TOTAL UNIT PRICING		CATEGORY "K" TOTAL UNIT PRICING		CATEGORY "L" TOTAL UNIT PRICING	
	Zone A	Zone B	Zone A	Zone B	Zone A	Zone B	Zone A	Zone B	Zone A	Zone B	Zone A	Zone B
Pavement Technology Inc.	\$14.26	\$14.26	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Hubbard Construction Company	NO BID	NO BID	NO BID	NO BID	\$9,661.00	\$9,661.00	\$10.95	\$10.40	\$14.20	\$14.20	\$209,703.45	\$209,703.45
Kudzue 3 Trucking, Inc.	NO BID	NO BID	NO BID	NO BID	\$3,220.00	\$3,220.00	NO BID	NO BID	\$25.88	\$25.88	\$88,542.60	\$88,542.60
Asphalt Paving Systems, Inc.	NO BID	NO BID	\$183.00	\$183.00	NO BID	NO BID	NO BID	NO BID	\$32.00	\$32.00	\$72,355.99	\$72,355.99
North Florida Emulsions, Inc.												
Preferred Materials, Inc.	NO BID	NO BID	NO BID	NO BID	\$6,500.00	\$6,500.00	NO BID	NO BID	\$20.00	\$20.00	\$62,876.25	\$62,876.25

Amount Written in Numerals

Amount Written in Numerals

**CATEGORY "C" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 75.95  
Amount Written in Numerals

ZONE B: \$ 75.95  
Amount Written in Numerals

**CATEGORY "D" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 41.24  
Amount Written in Numerals

ZONE B: \$ 41.24  
Amount Written in Numerals

**CATEGORY "E" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 1,625.87  
Amount Written in Numerals

ZONE B: \$ 1,625.87  
Amount Written in Numerals

**CATEGORY "F" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 1,005.30  
Amount Written in Numerals

ZONE B: \$ 1,005.30  
Amount Written in Numerals

**CATEGORY "G" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 0.00 (No Bid)  
Amount Written in Numerals

ZONE B: \$ 0.00 (No Bid)  
Amount Written in Numerals

**CATEGORY "H" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 183.00  
Amount Written in Numerals

ZONE B: \$ 183.00  
Amount Written in Numerals

**CATEGORY "I" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 0.00 (No Bid)  
Amount Written in Numerals

ZONE B: \$ 0.00 (No Bid)  
Amount Written in Numerals

**CATEGORY "J" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 0.00 (No Bid)  
Amount Written in Numerals

ZONE B: \$ 0.00 (No Bid)  
Amount Written in Numerals

**CATEGORY "K" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 32.00

ZONE B: \$ 32.00

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "A" - REVISED PER ADDENDUM #3**

**UNIT COST PROPOSAL**

The following Unit Prices, if approved by the County, shall be used for the purposes of developing pricing proposals for Task Orders and Change Orders issued under this contract. Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bidders are to provide unit pricing for ALL items under each Category per Zone (Zone A covers all areas South of County Road 214 and Zone B covers are areas North of County Road 214) they are able to provide services and have prior applicable experience. If not bidding a specific Category or Zone, Bidders are to input "NO BID" in the unit price field.

Bidders are to transfer the Total Unit Pricing per Zone for each Category the Bidder is submitting pricing on Attachment "A" onto the Official County Bid Form.

The bid will be awarded based on the Total of all Unit Costs per Category per Zone. St. Johns County reserves the right to award a contract to more than one bidder.

CATEGORY A - MILLING					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
A-1	Milling - 1"	0 - 1,000	Sq. Yd.	No Bid	No Bid
	Milling - 1"	1,001 - 5,000	Sq. Yd.	No Bid	No Bid
	Milling - 1"	5,001 - 25,000	Sq. Yd.	No Bid	No Bid
	Milling - 1"	25,001 - 50,000	Sq. Yd.	No Bid	No Bid
	Milling - 1"	Over 50,000	Sq. Yd.	No Bid	No Bid
A-2	Milling - 1.5"	0 - 1,000	Sq. Yd.	No Bid	No Bid
	Milling - 1.5"	1,001 - 5,000	Sq. Yd.	No Bid	No Bid
	Milling - 1.5"	5,001 - 25,000	Sq. Yd.	No Bid	No Bid
	Milling - 1.5"	25,001 - 50,000	Sq. Yd.	No Bid	No Bid
	Milling - 1.5"	Over 50,000	Sq. Yd.	No Bid	No Bid
A-3	Milling - 2"	0 - 1,000	Sq. Yd.	No Bid	No Bid
	Milling - 2"	1,001 - 5,000	Sq. Yd.	No Bid	No Bid
	Milling - 2"	5,001 - 25,000	Sq. Yd.	No Bid	No Bid
	Milling - 2"	25,001 - 50,000	Sq. Yd.	No Bid	No Bid

	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 5,001 - 25,000	Cu. Yd.	No Bid	No Bid
<b>CATEGORY "A" - MILLING - Continued</b>				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
A-10	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 25,000 - 50,000	Cu. Yd.	No Bid	No Bid
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - Over 50,000	Cu. Yd.	No Bid	No Bid
			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
<b>CATEGORY "A" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "A")			\$	\$
<b>CATEGORY "B" - STRUCTURAL OVERLAY - ASPHALT TYPES</b>				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
B-1	9.5 S.P. Asphalt: 1 - 100	Ton	No Bid	No Bid
	9.5 S.P. Asphalt: 101 - 1,000	Ton	No Bid	No Bid
	9.5 S.P. Asphalt: 1,001 - 5,000	Ton	No Bid	No Bid
	9.5 S.P. Asphalt: 5,001 - 10,000	Ton	No Bid	No Bid
	9.5 S.P. Asphalt: Over 10,000	Ton	No Bid	No Bid
B-2	12.5 S.P. Asphalt: 1 - 100	Ton	No Bid	No Bid
	12.5 S.P. Asphalt: 101 - 1,000	Ton	No Bid	No Bid
	12.5 S.P. Asphalt: 1,001 - 5,000	Ton	No Bid	No Bid
	12.5 S.P. Asphalt: 5,001 - 10,000	Ton	No Bid	No Bid
	12.5 S.P. Asphalt: Over 10,000	Ton	No Bid	No Bid
B-3	19.0 S.P. Asphalt: 1 - 100	Ton	No Bid	No Bid
	19.0 S.P. Asphalt: 101 - 1,000	Ton	No Bid	No Bid
	19.0 S.P. Asphalt: 1,001 - 5,000	Ton	No Bid	No Bid
	19.0 S.P. Asphalt: 5,001 - 10,000	Ton	No Bid	No Bid
	19.0 S.P. Asphalt: Over 10,000	Ton	No Bid	No Bid
B-4	9.5 F.C. Asphalt 1 - 100	Ton	No Bid	No Bid
	9.5 F.C. Asphalt 101 - 1,000	Ton	No Bid	No Bid
	9.5 F.C. Asphalt 1,001 - 5,000	Ton	No Bid	No Bid
	9.5 F.C. Asphalt 5,001 - 10,000	Ton	No Bid	No Bid
	9.5 F.C. Asphalt Over 10,000	Ton	No Bid	No Bid
B-5	12.5 F.C. Asphalt: 1 - 100	Ton	No Bid	No Bid



CATEGORY "C" - CHIP SEAL // FOG SEAL - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
C-4	Fog Seal: Over 100,000	Sq. Yd.	\$ 0.50	\$ 0.50
<b>CATEGORY "C" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "C")			\$ 75.95	\$ 75.95
CATEGORY "D" - CAPE SEAL				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
D-1	Cape Seal: 0 - 25,000	Sq. Yd.	\$ 11.48	\$ 11.48
	Cape Seal: 25,001 - 50,000	Sq. Yd.	\$ 10.41	\$ 10.41
	Cape Seal: 50,001 - 100,000	Sq. Yd.	\$ 9.83	\$ 9.83
	Cape Seal: Over 100,000	Sq. Yd.	\$ 9.52	\$ 9.52
<b>CATEGORY "D" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "D")			\$ 41.24	\$ 41.24
CATEGORY "E" - MICRO-SURFACING				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
E-1	Micro-Surfacing - Double Micro : 0 - 25,000	Sq. Yd.	\$ 7.32	\$ 7.32
	Micro-Surfacing - Double Micro : 25,001 - 50,000	Sq. Yd.	\$ 6.90	\$ 6.90
	Micro-Surfacing - Double Micro : 50,001 - 100,000	Sq. Yd.	\$ 6.57	\$ 6.57
	Micro-Surfacing - Double Micro : Over 100,000	Sq. Yd.	\$ 6.43	\$ 6.43
E-2	Micro-Surfacing - Rut Filling (Leveling): 0 - 25,000	Ton	\$ 436.76	\$ 436.76
	Micro-Surfacing - Rut Filling (Leveling): 25,001 - 50,000	Ton	\$ 403.29	\$ 403.29
	Micro-Surfacing - Rut Filling (Leveling): 50,001 - 100,000	Ton	\$ 386.16	\$ 386.16
	Micro-Surfacing - Rut Filling (Leveling): Over 100,000	Ton	\$ 372.44	\$ 372.44
<b>CATEGORY "E" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "E")			\$ 1,625.87	\$ 1,625.87

CATEGORY "F" - IN-PLACE RECYCLING - RECONSTRUCTION (FULL DEPTH RECLAMATION) - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
F-7	Full Depth Reclamation - Excavation for Widening / Unsuitable Materials	Cu. Yd.	\$ 40.00	\$ 40.00
F-8	Full Depth Reclamation - General Use Optional Base Material	Cu. Yd.	\$ 45.00	\$ 45.00
			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
CATEGORY "F" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "F")			\$ 1,005.30	\$ 1,005.30
CATEGORY "G" - ASPHALT REJUVENATION				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
G-1	Asphalt Rejuvenation: 0 - 1,000	Sq. Yd.	No Bid	No Bid
	Asphalt Rejuvenation: 1,001 - 5,000	Sq. Yd.	No Bid	No Bid
	Asphalt Rejuvenation: 5,001 - 25,000	Sq. Yd.	No Bid	No Bid
	Asphalt Rejuvenation: 25,001 - 50,000	Sq. Yd.	No Bid	No Bid
	Asphalt Rejuvenation: Over 50,000	Sq. Yd.	No Bid	No Bid
			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
CATEGORY "G" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "G")			\$	\$
CATEGORY "H" - CRACK SEALING				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
H-1	Crack Sealant: 0 - 500	Gallon	\$ 45.00	\$ 45.00
	Crack Sealant: 500 - 1,000	Gallon	\$ 40.00	\$ 40.00
	Crack Sealant: 1,001 - 5,000	Gallon	\$ 35.00	\$ 35.00
	Crack Sealant: 5,001 - 10,000	Gallon	\$ 33.00	\$ 33.00
	Crack Sealant: Over 10,000	Gallon	\$ 30.00	\$ 30.00
			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
CATEGORY "H" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "H")			\$ 183.00	\$ 183.00

	White Solid - 6" Painted	NM	\$ 1,955.00	\$ 1,955.00
<b>CATEGORY "L" - STRIPING // PAVEMENT MARKINGS - Continued</b>				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
<b>L-1 STRIPING: WHITE - SOLID - Continued:</b>				
L-1	White Solid - 8" Painted	LF	\$ 2,587.50	\$ 2,587.50
	White Solid - 12" Painted	LF	\$ 1.73	\$ 1.73
	White Solid - 18" Painted	LF	\$ 2.30	\$ 2.30
	White Solid - 24" Painted	LF	\$ 4.03	\$ 4.03
	White Solid - 4" Thermoplastic	NM	\$ 2,127.50	\$ 2,127.50
	White Solid - 6" Thermoplastic	NM	\$ 5,175.00	\$ 5,175.00
	White Solid - 8" Thermoplastic	LF	\$ 6,325.00	\$ 6,325.00
	White Solid - 12" Thermoplastic	LF	\$ 4.60	\$ 4.60
	White Solid - 18" Thermoplastic	LF	\$ 6.04	\$ 6.04
	White Solid - 24" Thermoplastic	LF	\$ 9.78	\$ 9.78
<b>L-2 STRIPING: WHITE - SKIP (Revised per Addendum #3)</b>				
	White Skip - 4" Painted	GM	\$ 287.50	\$ 287.50
	White Skip - 6" Painted	GM	\$ 546.25	\$ 546.25
	White Skip - 4" Thermoplastic	GM	\$ 977.50	\$ 977.50
	White Skip - 6" Thermoplastic	GM	\$ 1,955.00	\$ 1,955.00
<b>L-3 STRIPING: YELLOW - SOLID</b>				
	Yellow Solid - 4" Painted	NM	\$ 805.00	\$ 805.00
	Yellow Solid - 6" Painted	NM	\$ 1,955.00	\$ 1,955.00
	Yellow Solid - 8" Painted	LF	\$ 2,587.50	\$ 2,587.50
	Yellow Solid - 12" Painted	LF	\$ 1.73	\$ 1.73
	Yellow Solid - 18" Painted	LF	\$ 2.30	\$ 2.30
	Yellow Solid - 4" Thermoplastic	NM	\$ 2,127.50	\$ 2,127.50
	Yellow Solid - 6" Thermoplastic	NM	\$ 5,175.00	\$ 5,175.00
	Yellow Solid - 8" Thermoplastic	LF	\$ 6,325.00	\$ 6,325.00
	Yellow Solid - 12" Thermoplastic	LF	\$ 3.16	\$ 3.16
	Yellow Solid - 18" Thermoplastic	LF	\$ 6.04	\$ 6.04
<b>L-4 STRIPING: YELLOW - SKIP</b>				
	Yellow Skip - 4" Paint	GM	\$ 287.50	\$ 287.50
	Yellow Skip - 6" Paint	GM	\$ 517.50	\$ 517.50
	Yellow Skip - 4" Thermoplastic	GM	\$ 948.75	\$ 948.75
	Yellow Skip - 6" Thermoplastic	GM	\$ 1,955.00	\$ 1,955.00

CATEGORY "L" - STRIPING / PAVEMENT MARKINGS - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
<b>L-7 - PAVEMENT MARKINGS - Continued:</b>				
	THROUGH LANE USE ARROW - Thermoplastic	Each	\$ 132.25	\$ 132.25
	TURN AND THROUGH LANE TURN ARROW - Thermoplastic	Each	\$ 132.25	\$ 132.25
	TURN LANE USE ARROW - Thermoplastic	Each	\$ 132.25	\$ 132.25
	YIELD TRIANGLES - Thermoplastic (Revised per Addendum #3)	Per Triangle	\$ 184.00	\$ 184.00
<b>L-8 - REFLECTIVE PAVEMENT MARKERS</b>				
	Bi-Directional, Amber	Each	\$ 6.90	\$ 6.90
	Mono-Directional Colorless	Each	\$ 6.90	\$ 6.90
	Bi-Directional, White/Red	Each	\$ 6.90	\$ 6.90
<b>L-9 - MISCELLANEOUS</b>				
	Manhole Adjustment (Revised per Addendum #3)	Each	\$ 250.00	\$ 250.00
	Manhold Valve Adjustment (Revised per Addendum #3)	Each	\$ 75.00	\$ 75.00
	Mailbox Relocation (Revised per Addendum #3)	Each	\$ 200.00	\$ 200.00
	Removal of Existing Marking	SF	\$ 4.03	\$ 4.03
	Preform Thermoplastic 12"	LF	\$ 8.05	\$ 8.05
	Preform Thermoplastic 24"	LF	\$ 17.25	\$ 17.25
	Off-Duty Law Enforcement Officer	HR	\$ 100.00	\$ 100.00
			<b>Zone A (All areas South of CR-214)</b>	<b>Zone B (All areas North of CR-214)</b>
<b>CATEGORY "L" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "L")			\$ 72,355.99	\$ 72,355.99

CATEGORY "P" - TASK ORDER PERFORMANCE AND PAYMENT BOND					
Item #	Item Description	Zone A (All areas South of CR-214)		Zone B (All areas North of CR-214)	
		Unit Price		Unit Price	
P-1	Task Order Performance and Payment Bond Cost Not to Exceed 2% of Task Order (For Project Task Orders Costing \$100,000.00 and greater.)	2%		2%	

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

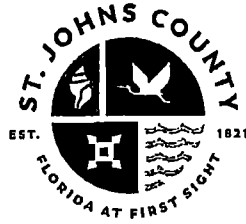
**ATTACHMENT "N" (PER ADDENDUM NO. 1)**  
**EQUAL OPPORTUNITY REPORT STATEMENT**

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



## ADDENDUM #2

September 25, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services

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. REVISION TO THE COMPLETION TIME PERIOD FOR THE MINIMUM FIVE (5) FULL DEPTH RECLAMATION PROJECT REFERENCES:** Under "Specifications Section F – In-Place Recycling – Reconstruction with Asphalt Emulsion and Cement Blend Specification (Full Depth Reclamation) – Experience", completion time period for a minimum of five (5) In-Place Recycling-Reconstruction (with emulsion and cement blend stabilization) project references has been revised from within the past two years to four years, as follows:

**"Experience:** All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant-mixed bituminous courses. Bidders must submit with the bid a minimum of five (5) In-Place Recycling-Reconstruction (with emulsion and cement blend stabilization) project references from a City or County in the State of Florida, that have been completed within the past four (4) years."

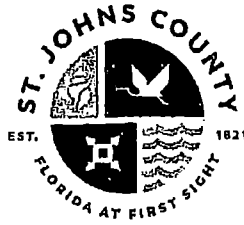
- 2. REVISION TO SPECIFICATIONS REGARDING OWNERSHIP OF EQUIPMENT FOR FULL DEPTH RECLAMATION (FDR):** Under "Specifications Section F – In-Place Recycling – Reconstruction with Asphalt Emulsion and Cement Blend Specification (Full Depth Reclamation) – Experience", the ownership requirement for three (3) or more Road Reclaimers has been reduced to two (2), and the requirement for ownership of two (2) or more Milling Machines been removed. Revised verbiage is as follows:

"The Contractor shall have in their possession at the time of bidding, two (2) or more Road Reclaimers as described in the equipment section of the specification."

### Questions/Answers:

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

- Can the requirement for the Contractor own three (3) road reclaimers be modified to state that the Contractor only needs to own two (2)?  
**Answer:** Requirement is reduced to requiring the Contractor owning two (2) road reclaimers (see "Revisions/Clarifications #2 above).



### ADDENDUM #3

October 9, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services

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. Attachment "A" – Unit Cost Proposal has been revised as follows and is attached to this Addendum:
  - a. Unit of measure of pay item "L-2 – Striping: White – Skip" changed to "GM";
  - b. Unit of measure of pay item "L-7 – Striping: Yield Triangles (both painted and thermoplastic)" changed to "Per Triangle";
  - c. Pay items for "Manhole Adjustment" and "Manhole Valve Adjustment" have been added under "L-9 – Miscellaneous"; and
  - d. Pay Item for "Mailbox Replacement" has been added under "L-0 – Miscellaneous."

**Bidders must use the revised Attachment "A" in their submitted bids.** Failure to use the Revised Attachment "A" – Unit Cost Proposal per Addendum #3 may result in the submittal being deemed non-responsive.

2. Attachment "A" – Unit Cost Proposal (Revised Per Addendum #3) 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. Can the County provide a bid form in excel format?  
**Answer: See Revisions/Clarifications #2 above.**
2. Referencing pay Item L-2, please confirm unit of "LF." Can you County change this to "GM." This will be consistent with pay item L-4.  
**Answer: Unit of measure for pay item "L-2 – Striping: White – Skip" has been revised to "GM". See Revisions/Clarifications #1a above.**
3. Please confirm unit for Yield Triangles (Item L-7). FDOT method of payment of this item is "LF" not "Each". If "Each" remains, please advise what constitutes 1 EA (i.e. per location or per triangle).  
**Answer: Unit of measure for pay item "L-7 – Yield Triangle (painted and thermoplastic) has been revised to "Per Triangle". See Revisions/Clarifications #1b above.**

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "B"**

**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 Pasco

The Undersigned authority, Robert Capoferri ("Affiant"), who being duly sworn, deposes and states that he/she is the President (Title) of the Bidder Asphalt Paving Systems, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for **Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services**, 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 17th day of October, 2023.

  
\_\_\_\_\_  
Signature of Affiant

Robert Capoferri  
\_\_\_\_\_  
Printed Name of Affiant

President  
\_\_\_\_\_  
Printed Title of Affiant

Asphalt Paving Systems, Inc.  
\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

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



ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Kenneth Messina

Signature of Secretary

Asphalt Paving Systems, Inc.

Full Legal Name of Corporation (Bidder)

STATE OF Florida

COUNTY OF Pasco

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, Robert Capoferri (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 17th day of October, 2023 by the Authorized Representative of Bidder, who is personally known to me or has produced \_\_\_\_\_ as identification. Type and Number of I.D. produced: N/A.



MARY E. FREGOSO  
Commission # HH136667  
Expires January 31, 2027

Mary E. Fregoso  
Notary Public

My Commission Expires: 01/31/2027

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

# *State of Florida*

## *Department of State*

I certify from the records of this office that ASPHALT PAVING SYSTEMS, INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on December 4, 2009.

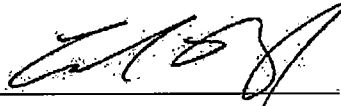
The document number of this corporation is F09000004816.

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 March 14, 2023, and that its status is active.

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

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



  
*Secretary of State*

Tracking Number: 3995602165CC

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

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



# Contractor Pre-Qualification (CPQ)



## Prequalified Contractors Listing

10/19/2023 3:26:40 PM EST

[Return to Inquiry Menu](#)

Contractor with Name TRP CONSTRUCTION GROUP, LLC  
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
TRP CONSTRUCTION GROUP, LLC F273376792001 EXPIRES: 6/30/2024	2411 MINNIS DRIVE FORT WORTH, TX 76117 (817)831-1277	1745 LAKESIDE AVE ST. AUGUSTINE, FL 32084 (904)814-8410
<b>WORK CLASSES</b>		
PAVEMENT MARKING		



**FLORIDA DEPARTMENT OF TRANSPORTATION**  
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)  
 Send Prequalification Questions or Comments to [Contracts Administration Office](#)  
[Internet Privacy Policy](#), [Disclaimers & Credits](#)



ATTACHMENT "F"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (BID) Number/Description: Bid No 24-01; Countywide Pavement Maintenance and Rehabilitation Services

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: Asphalt Paving Systems, Inc.

Authorized Representative(s):   
Signature

Robert Capoferri / President  
Print Name/Title

  
Signature

Kenneth Messina / Secretary  
Print Name/Title

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "H"**

**CERTIFICATE(S) OF INSURANCE**

(Attach or insert copy here)

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

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

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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.

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Email	sleblanc@ci.zephyrhills.fl.us
Project Description	Mill, Paving, Micro and Chip Seal
Date & Amount	1/1/2019 \$391,557.40

Project Name	Osceola County Resurfacing
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square
	Kissimmee, FL 34741
Telephone Number	407-742-7522
Email:	Shane.King@Osceola.org
Project Description	FDR (Cement & Emulsion)
Date	45,139.00



## Chip Seal References

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	Chip
Date & Amount	2019 \$390,000.00

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Shannon Mieras
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-1813
Project Description	CHIP SEAL
Date & Amount	7/5/16 - 2020
Email	mierass@stlucieco.org

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR
Date & Amount	March 2018 \$335,000.000

Project Name	Annual Resurfacing FY 16-17
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	MICRO / SP 9.5 / CHIP
Date	April 2020 \$145,000.00

Project Name	
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square
	Kissimmee, FL 34741

## Micro Surfacing & Crack Seal References

1.
 

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Shannon Mieras
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-1813
Project Description	MICRO / CRACK SEAL / FDR / CHIP
Date & Amount	7/5/16 - 2020                      \$851,628.34
Email	mierass@stlucieco.org
  
2.
 

Project Name	Annual Micro Surfacing
Owner	Osceola County
Contact	John Jeannin
Address	1 Courthouse Square
	Kissimmee, FL 34741
Telephone Number	407-742-7507
Project Description	CHIP / FOG/MICRO
Date & Amount	2019-2020    \$778,523
Email	john.jeannin@osceola.org
  
3.
 

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	MICRO
Date	Jan-19    \$215,326.25
Email	sleblanc@ci.zephyrhills.fl.us
  
5.
 

Project Name	2017 Roadway Resurfacing and Striping
Owner	City of Seminole
Contact	Jeremy Hockenbury
Address	9199 113th Street N
	Seminole, FL 33772
Telephone Number	727-397-6383
Project Description	MICRO / CRACK SEAL / SP 9.5
Date & Amount	7/1/17 - \$155,000
Email	jhockenbury@myseminole.com

10.	Project Name	Yearly Road Building Services
	Owner	Manatee County
	Contact	Brian Martineau
	Address	1026 26th Avenue E Bradenton, FL 34208
	Telephone Number	941-720-1085
	Project Description	Micro-surfacing/ Chip Seal
	Date & Amount	3/1/16 -2019 \$850,000.00
	Email	brian.martineau@mymanatee.org
11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	Micro-surfacing
	Date	FY 2018-Current \$1,324,468.00
	Email	jduffy@eismanrusso.com
12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	FY 2018-2019 \$921,645.23
	Email	arturo.sivilla@talgov.com
13	Project Name	Michigan Blvd. Reclamation Project
	Owner	City of Dunedin
	Contact	
	Address	737 Loudon Avenue, 2nd Floor Dunedin, FL 34697
	Telephone Number	727-298-3208
	Project Description	Micro \$118,092.17
	Date & Amount	2018

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "K"**

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

I, Robert Capoferri ("Affiant"), being duly authorized by and on behalf of Asphalt Paving Systems, Inc. ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: 8940 Gall Blvd. Zephyrhills, FL 33541
2. I am duly authorized as President (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

Robert Capoferri / President  
Printed Name & Title of Affiant

Asphalt Paving Systems, Inc.  
Full Legal Name of Respondent

10/17/2023  
Date of Signature

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

\_\_\_\_\_  
Notary Public

01/31/2027  
My Commission Expires



**MARY E. FREGOSO**  
Commission # HH 356587  
Expires January 31, 2027

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "M"**

**E-VERIFY AFFIDAVIT**

STATE OF Florida  
COUNTY OF Pasco

I, Robert Capoferri (hereinafter "Affiant"), being duly authorized by and on behalf of Asphalt Paving Systems, 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. 24-01 (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 17th day of October, 2023.

[Signature]  
Signature of Affiant

Robert Capoferri  
Printed Name of Affiant

President  
Printed Title of Affiant

Asphalt Paving Systems, Inc.  
Full Legal Name of Consultant/Contractor

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

[Signature]  
Notary Public  
My Commission Expires: 01/31/2027



**MARY E. FREGOSO**  
Commission # HH 366587  
Expires January 31, 2027

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

WITNESSES:

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

WITNESSES:

*Kenneth Messina*  
Kenneth Messina, Secretary

PRINCIPAL:

Asphalt Paving Systems, Inc.

NAME OF FIRM:

*Robert Capoferri*  
SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

Robert Capoferri, President

TITLE

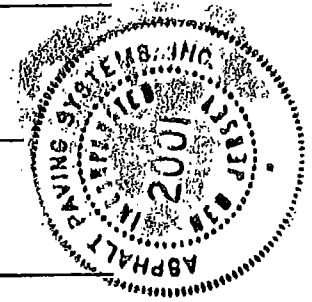
8940 Gall Blvd

BUSINESS ADDRESS

Zephyrhills, FL 33541

CITY

STATE



WITNESS:

*Cecelia D. Brown*  
Cecelia D. Brown, Witness

SURETY:

Harco National Insurance Company

CORPORATE SURETY

*Steven G. Raffuel*  
ATTORNEY-IN-FACT (AFFIX SEAL)

Steven G. Raffuel, Attorney-in-Fact

4200 Six Forks Road, Suite 1400

BUSINESS ADDRESS

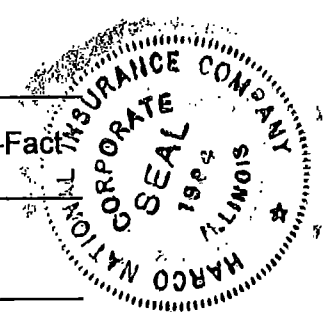
Raleigh, NC 27609

CITY

STATE

Neilson Hoover & Company

NAME OF LOCAL INSURANCE AGENCY



**HARCO NATIONAL INSURANCE COMPANY**  
 1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

**STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS**  
 AT DECEMBER 31, 2022

ASSETS

Bonds (Amortized Value) .....  
 Stocks (Preferred Stocks) .....  
 Stocks (Common Stocks) .....  
 Cash, Bank Deposits & Short-Term Investments .....  
 Other Invested Assets .....  
 Unpaid Premiums & Assumed Balances .....  
 Deferred Premiums, Agents Balances & Installments booked .....  
 Reinsurance Recoverable from Reinsurers .....  
 Reinsurance - Funds Held by or deposited with reinsured companies ..  
 Current Federal & Foreign Income Tax Recoverable & Interest .....  
 Investment Income Due and Accrued .....  
 Receivables from Parent Subsidiaries & Affiliates .....  
 Other Assets .....  
**TOTAL ASSETS** .....



LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and  
 Incurred But Not Reported Losses) .....  
 Reinsurance payable on paid losses & loss adjustment expense .....  
 Loss Adjustment Expenses .....  
 Commissions Payable, Contingent Commissions & Other Similar Charges .....  
 Other Expenses (Excluding Taxes, Licenses and Fees) .....  
 Taxes, Licenses & Fees (Excluding Federal Income Tax) .....  
 Current federal and foreign income taxes .....  
 Net Deferred Tax Liability .....  
 Unearned Premiums .....  
 Advance Premium .....  
 Ceded Reinsurance Premiums Payable .....  
 Funds held by Company under reinsurance treaties .....  
 Amounts Withheld by Company for Account of Others .....  
 Payable to Parent Subsidiaries & Affiliates .....  
 Other Liabilities .....  
**TOTAL LIABILITIES** .....



Common Capital Stock .....  
 Gross Paid-in & Contributed Surplus .....  
 Unassigned Funds (Surplus) .....  
 Surplus as Regards Policyholders .....  
**TOTAL LIABILITIES, SURPLUS & OTHER FUNDS** .....



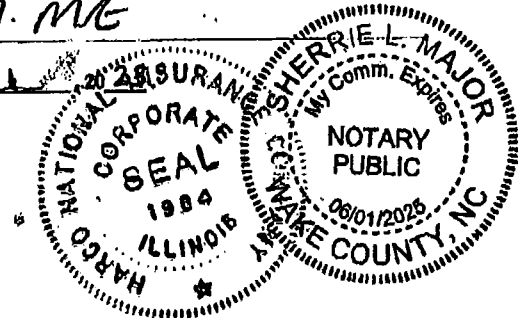
I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2022, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 21st day of March, 2023.  
 HARCO NATIONAL INSURANCE COMPANY

*J. M. Mruk*

SIGNED AND SWORN to before me on this 21<sup>st</sup> day of March

*Sherrie L. Major*  
 NOTARY PUBLIC, STATE OF North Carolina



**CATEGORY "D" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ NO BID  
Amount Written in Numerals

ZONE B: \$ NO BID  
Amount Written in Numerals

**CATEGORY "E" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ NO BID  
Amount Written in Numerals

ZONE B: \$ NO BID  
Amount Written in Numerals

**CATEGORY "F" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 1,062.37  
Amount Written in Numerals

ZONE B: \$ 1,062.37  
Amount Written in Numerals

**CATEGORY "G" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ NO BID  
Amount Written in Numerals

ZONE B: \$ NO BID  
Amount Written in Numerals

**CATEGORY "H" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ NO BID  
Amount Written in Numerals

ZONE B: \$ NO BID  
Amount Written in Numerals

**CATEGORY "I" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 9,661.00  
Amount Written in Numerals

ZONE B: \$ 9,661.00  
Amount Written in Numerals

**CATEGORY "J" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 10.95  
Amount Written in Numerals

ZONE B: \$ 10.40  
Amount Written in Numerals

**CATEGORY "K" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 14.20  
Amount Written in Numerals

ZONE B: \$ 14.20  
Amount Written in Numerals

**CATEGORY "L" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 209,703.45  
Amount Written in Numerals

ZONE B: \$ 209,703.45  
Amount Written in Numerals





### ADDENDUM #1

September 14, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services

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

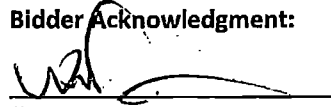
#### **Revisions/Clarifications:**

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

1. The following verbiage has been added to the Bid Document and the Revised Bid Document has been uploaded to [www.DemandStar](http://www.DemandStar).
  - 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 "N" – Equal Opportunity Report Statement** has been added to the Bid document and is attached to this Addendum.

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

**Bidder Acknowledgment:**

  
Signature

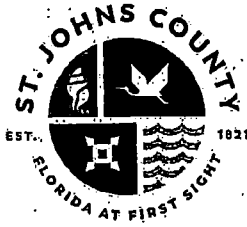
**William Dumas-Assistant Secretary**

Printed Name/Title Authorized Representative  
**Hubbard Construction Company**

Respondent Company Name

**END OF ADDENDUM NO. 1**

**Purchasing Division | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | sjcflus**



2. Since milling machines are not needed for Full Depth Reclamation (FDR) work, can the specification that the contractor own two (2) be waived?

**Answer: The requirement of owning two (2) milling machines for FDR work has been removed (see "Revisions/Clarifications #2 above).**

3. Can the requirement of five (5) FDR projects in the past two years be modified to five (5) projects in the past four (4) years?

**Answer: Requirement has been revised to five (5) projects in the past four (4) years (see "Revisions/Clarifications #1 above).**

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

**Bidder Acknowledgment:**

Signature

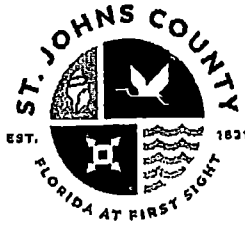
William Dumas-Assistant Secretary

Printed Name/Title Authorized Representative

Hubbard Construction Company

Respondent Company Name

**END OF ADDENDUM NO. 2**



4. Referring to section 1.4 Supplemental Services, please advise how Contractor will be compensated for manhole/valve adjustments.  
**Answer: Pay Items for "Manhole Adjustment" and "Manhole Valve Adjustment" have been added to Attachment "A" – Unit Cost Proposal. See Revisions/Clarifications #1c above.**
  
5. Referring to section 1.4 Supplemental Services, please advise how Contractor will be compensated for mailbox replacements.  
**Answer: Pay item for "Mailbox Replacement" has been added to Attachment "A" – Unit Cost Proposal. See Revisions/Clarifications #1d above.**

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

**Bidder Acknowledgment:**

  
\_\_\_\_\_  
Signature

William Dumas-Assistant Secretary  
Printed Name/Title Authorized Representative  
Hubbard Construction Company  
Respondent Company Name

**END OF ADDENDUM NO. 3**

**CATEGORY "A" - MILLING - Continued**

Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
A-3	Milling - 2" Over 50,000	Sq. Yd.	\$ 4.75	\$ 3.70
A-4	Milling - 2.5" 0 - 1,000	Sq. Yd.	\$ 26.30	\$ 24.90
	Milling - 2.5" 1,001 - 5,000	Sq. Yd.	\$ 7.50	\$ 6.20
	Milling - 2.5" 5,001 - 25,000	Sq. Yd.	\$ 5.40	\$ 4.10
	Milling - 2.5" 25,001 - 50,000	Sq. Yd.	\$ 5.40	\$ 4.10
	Milling - 2.5" Over 50,000	Sq. Yd.	\$ 5.40	\$ 4.10
A-5	Milling - 3" 0 - 1,000	Sq. Yd.	\$ 26.90	\$ 25.10
	Milling - 3" 1,001 - 5,000	Sq. Yd.	\$ 8.15	\$ 6.60
	Milling - 3" 5,001 - 25,000	Sq. Yd.	\$ 6.05	\$ 4.45
	Milling - 3" 25,001 - 50,000	Sq. Yd.	\$ 6.05	\$ 4.45
	Milling - 3" Over 50,000	Sq. Yd.	\$ 6.05	\$ 4.45
A-6	Milling - 3.5" 0 - 1,000	Sq. Yd.	\$ 27.45	\$ 25.45
	Milling - 3.5" 1,001 - 5,000	Sq. Yd.	\$ 8.85	\$ 7.00
	Milling - 3.5" 5,001 - 25,000	Sq. Yd.	\$ 6.70	\$ 4.90
	Milling - 3.5" 25,001 - 50,000	Sq. Yd.	\$ 6.70	\$ 4.90
	Milling - 3.5" Over 50,000	Sq. Yd.	\$ 6.70	\$ 4.90
A-7	Milling - 4" 0 - 1,000	Sq. Yd.	\$ 27.90	\$ 25.65
	Milling - 4" 1,001 - 5,000	Sq. Yd.	\$ 9.50	\$ 7.35
	Milling - 4" 5,001 - 25,000	Sq. Yd.	\$ 7.40	\$ 5.25
	Milling - 4" 25,001 - 50,000	Sq. Yd.	\$ 7.40	\$ 5.25
	Milling - 4" Over 50,000	Sq. Yd.	\$ 7.40	\$ 5.25
A-8	Milling - 5" 0 - 1,000	Sq. Yd.	\$ 29.05	\$ 26.40
	Milling - 5" 1,001 - 5,000	Sq. Yd.	\$ 10.75	\$ 8.20
	Milling - 5" 5,001 - 25,000	Sq. Yd.	\$ 8.65	\$ 6.05
	Milling - 5" 25,001 - 50,000	Sq. Yd.	\$ 8.65	\$ 6.05
	Milling - 5" Over 50,000	Sq. Yd.	\$ 8.65	\$ 6.05
A-9	Milling - 6" 0 - 1,000	Sq. Yd.	\$ 30.20	\$ 26.95
	Milling - 6" 1,001 - 5,000	Sq. Yd.	\$ 12.10	\$ 8.95
	Milling - 6" 5,001 - 25,000	Sq. Yd.	\$ 9.95	\$ 6.85
	Milling - 6" 25,001 - 50,000	Sq. Yd.	\$ 9.95	\$ 6.85
	Milling - 6" Over 50,000	Sq. Yd.	\$ 9.95	\$ 6.85
A-10	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 0 - 1,000	Cu. Yd.	\$ (0.05)	\$ (0.05)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 1,001 - 5,000	Cu. Yd.	\$ (0.05)	\$ (0.05)
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 5,001 - 25,000	Cu. Yd.	\$ (0.05)	\$ (0.05)

CATEGORY "B" - STRUCTURAL OVERLAY - ASPHALT TYPES - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
B-5	12.5 F.C. Asphalt: 1,001 - 5,000	Ton	\$ 190.40	\$ 178.70
	12.5 F.C. Asphalt: 5,001 - 10,000	Ton	\$ 190.40	\$ 178.70
	12.5 F.C. Asphalt: Over 10,000	Ton	\$ 190.40	\$ 178.70
			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
CATEGORY "B" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "B")			\$ 6,730.70	\$ 6,312.70
CATEGORY "C" - CHIP SEAL / FOG SEAL				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
C-1	Single Chip Seal (#89 Stone): 0 - 25,000	Sq. Yd.	NO BID	NO BID
	Single Chip Seal (#89 Stone): 25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Single Chip Seal (#89 Stone): 50,001 - 100,000	Sq. Yd.	NO BID	NO BID
	Single Chip Seal (#89 Stone): Over 100,000	Sq. Yd.	NO BID	NO BID
C-2	Double Chip Seal (#57 & 89 Stone): 0 - 25,000	Sq. Yd.	NO BID	NO BID
	Double Chip Seal (#57 & 89 Stone): 25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Double Chip Seal (#57 & 89 Stone): 50,001 - 100,000	Sq. Yd.	NO BID	NO BID
	Double Chip Seal (#57 & 89 Stone): Over 100,000	Sq. Yd.	NO BID	NO BID
C-3	Triple Chip Seal: 0 - 25,000	Sq. Yd.	NO BID	NO BID
	Triple Chip Seal: 25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Triple Chip Seal: 50,001 - 100,000	Sq. Yd.	NO BID	NO BID
	Triple Chip Seal: Over 100,000	Sq. Yd.	NO BID	NO BID
C-4	Fog Seal: 0 - 25,000	Sq. Yd.	NO BID	NO BID
	Fog Seal: 25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Fog Seal: 50,001 - 100,000	Sq. Yd.	NO BID	NO BID

**CATEGORY "F" - IN-PLACE RECYCLING - RECONSTRUCTION (FULL DEPTH RECLAMATION)**

Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214) Unit Price	(All areas North of CR-214) Unit Price
F-1	Full Depth Reclamation - Pulverization: 0 - 25,000	Sq. Yd.	\$ 16.82	\$ 16.82
	Full Depth Reclamation - Pulverization: 25,001 - 50,000	Sq. Yd.	\$ 11.99	\$ 11.99
	Full Depth Reclamation - Pulverization: 50,001 - 100,000	Sq. Yd.	\$ 7.36	\$ 7.36
	Full Depth Reclamation - Pulverization: Over 100,000	Sq. Yd.	\$ 7.46	\$ 7.46
F-2	Full Depth Reclamation - Cement - Cement Treated Base: 0 - 25,000	Ton	\$ 205.07	\$ 205.07
	Full Depth Reclamation - Cement - Cement Treated Base: 25,001 - 50,000	Ton	\$ 205.07	\$ 205.07
	Full Depth Reclamation - Cement - Cement Treated Base: 50,001 - 100,000	Ton	\$ 205.07	\$ 205.07
	Full Depth Reclamation - Cement - Cement Treated Base: Over 100,000	Ton	\$ 205.07	\$ 205.07
F-3	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base: 0 - 25,000	Gallon	NO BID	NO BID
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base: 25,001 - 50,000	Gallon	NO BID	NO BID
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base: 50,001 - 100,000	Gallon	NO BID	NO BID
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base: Over 100,000	Gallon	NO BID	NO BID
F-4	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base: 0 - 25,000	Gallon	\$ 4.10	\$ 4.10
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base: 25,001 - 50,000	Gallon	\$ 4.10	\$ 4.10
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base: 50,001 - 100,000	Gallon	\$ 4.10	\$ 4.10
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base: Over 100,000	Gallon	\$ 4.10	\$ 4.10
F-5	Full Depth Reclamation - Added Rap or Aggregates:	Ton	\$ 55.69	\$ 55.69
F-6	Full Depth Reclamation - Shoulder Rework	LF	\$ 3.15	\$ 3.15

CATEGORY "I" - TRAFFIC LOOP REPLACEMENT				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
I-1	Traffic Loop Replacement - Type B (FDOT Item #660-2-102)	Each	\$ 3,003.00	\$ 3,003.00
I-2	Traffic Loop Replacement - Type F (FDOT Item #660-2-106)	Each	\$ 3,003.00	\$ 3,003.00
I-3	Traffic Loop Replacement - Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$ 3,655.00	\$ 3,655.00
			Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
CATEGORY "I" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "I")			\$ 9,661.00	\$ 9,661.00
CATEGORY "J" - SODDING				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
J-1	Sod	Sq. Yd.	\$ 10.95	\$ 10.40
			Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
CATEGORY "J" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "J")			\$ 10.95	\$ 10.40
CATEGORY "K" - VARIABLE MESSAGE BOARDS				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
K-1	Variable Message Board	Per Board Per Day	\$ 14.20	\$ 14.20
			Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
CATEGORY "K" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "K")			\$ 14.20	\$ 14.20
CATEGORY "L" - STRIPING / PAVEMENT MARKINGS				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
L-1	STRIPING: WHITE - SOLID			
	White Solid - 4" Painted	NM	\$ 3,476.00	\$ 3,476.00
	White Solid - 6" Painted	NM	\$ 3,476.00	\$ 3,476.00

CATEGORY "L" - STRIPING / PAVEMENT MARKINGS - continued				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
<b>L-5 STRIPING: YELLOW DOUBLE</b>				
	Yellow Double - 4" Painted	NM	\$ 6,952.00	\$ 6,952.00
	Yellow Double - 6" Painted	NM	\$ 6,952.00	\$ 6,952.00
	Yellow Double - 4" Thermoplastic	NM	\$ 25,540.00	\$ 25,540.00
	Yellow Double - 6" Thermoplastic	NM	\$ 25,540.00	\$ 25,540.00
<b>L-6 AUDIBLE &amp; VIBRATORY PAVEMENT MARKINGS</b>			\$	\$
	Yellow Skip - 6" Thermoplastic	GM	\$ 7,980.00	\$ 7,980.00
	White Solid - 4" Thermoplastic	NM	\$ 19,150.00	\$ 19,150.00
	White Solid - 6" Thermoplastic	NM	\$ 19,150.00	\$ 19,150.00
<b>L-7 PAVEMENT MARKINGS</b>				
	AHEAD - Painted	Each	\$ 158.00	\$ 158.00
	BIKE - Painted	Each	\$ 158.00	\$ 158.00
	BIKE ARROW - Painted	Each	\$ 158.00	\$ 158.00
	GOLF CROSSING - Painted	Each	\$ 316.00	\$ 316.00
	MERGE - Painted	Each	\$ 158.00	\$ 158.00
	ONLY - Painted	Each	\$ 158.00	\$ 158.00
	R/R - Painted	Each	\$ 189.60	\$ 189.60
	SCHOOL - Painted	Each	\$ 189.60	\$ 189.60
	STOP - Painted	Each	\$ 158.00	\$ 158.00
	THROUGH LANE USE ARROW - Painted	Each	\$ 118.50	\$ 118.50
	TURN AND THROUGH LANE TURN ARROW - Painted	Each	\$ 197.50	\$ 197.50
	TURN LANE USE ARROW - Painted	Each	\$ 79.00	\$ 79.00
	YIELD TRIANGLES - Painted (Revised per Addendum #3)	Per Triangle	\$ 31.60	\$ 31.60
	AHEAD - Thermoplastic	Each	\$ 398.90	\$ 398.90
	BIKE - Thermoplastic	Each	\$ 398.90	\$ 398.90
	BIKE ARROW - Thermoplastic	Each	\$ 239.40	\$ 239.40
	GOLF CROSSING - Thermoplastic	Each	\$ 559.00	\$ 559.00
	MERGE - Thermoplastic	Each	\$ 398.90	\$ 398.90
	ONLY - Thermoplastic	Each	\$ 398.90	\$ 398.90
	R/R - Thermoplastic	Each	\$ 398.90	\$ 398.90
	SCHOOL - Thermoplastic	Each	\$ 398.90	\$ 398.90
	STOP - Thermoplastic	Each	\$ 398.90	\$ 398.90



**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "B"**

**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 Orange

The Undersigned authority, William Dumas ("Affiant"), who being duly sworn, deposes and states that he/she is the Assistant Secretary (Title) of the Bidder Hubbard Construction Company (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services, 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 of Affiant

William Dumas  
Printed Name of Affiant

Assistant Secretary  
Printed Title of Affiant

Hubbard Construction Company  
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 William Dumas, who is personally known to me or has produced N/A as identification.

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, William Dumas, certify that I am the Secretary of the corporation named as Principal in the foregoing; that William Dumas (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then Assistant Secretary (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 William Dumas-Assistant Secretary

Hubbard Construction Company

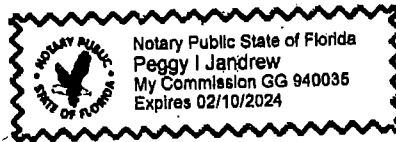
Full Legal Name of Corporation (Bidder)

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, William Dumas (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 17<sup>th</sup> day of October, 2023, by the Authorized Representative of Bidder, who is personally known to me or has produced N/A as identification. Type and Number of I.D. produced: N/A



Peggy Jandrew  
Notary Public  
My Commission Expires: 02/10/2024

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



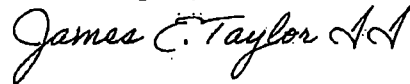
Hubbard Construction Company

Page Two

9/5/2023

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 black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "F"**

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

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (BID) Number/Description: **Bid No 24-01; Countywide Pavement Maintenance and Rehabilitation Services**

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: Hubbard Construction Company

Authorized Representative(s): 

William Dumas-Assistant Secretary

Signature

Print Name/Title

Signature

Print Name/Title

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "H"**

**CERTIFICATE(S) OF INSURANCE**

(Attach or insert copy here)

Bidders 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.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 3

<b>AGENCY</b> Willis Towers Watson Midwest, Inc.		<b>NAMED INSURED</b> Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789	
<b>POLICY NUMBER</b> See Page 1		<b>NAIC CODE</b> See Page 1	
<b>CARRIER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation Deductible: \$500,000. Umbrella is follow-form Primary policies

**INSURER AFFORDING COVERAGE:** Indian Harbor Insurance Company NAIC#: 36940  
**POLICY NUMBER:** CEO7421672 **EFF DATE:** 10/01/2023 **EXP DATE:** 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	Aggregate	\$10,000,000

**INSURER AFFORDING COVERAGE:** Zurich American Insurance Company NAIC#: 16535  
**POLICY NUMBER:** MBR7916193-03 **EFF DATE:** 10/01/2023 **EXP DATE:** 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Builders Risk/Installatio Water Damage Transit	Special form incl per	\$10,000,000
	theft	\$10,000,000
	Limit	\$5,000,000

**INSURER AFFORDING COVERAGE:** National Fire & Marine Insurance Company NAIC#: 20079  
**POLICY NUMBER:** 42CPL308939-05 **EFF DATE:** 10/01/2023 **EXP DATE:** 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Claim Limit	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$100,000

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "1"**

**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.





Project References

PROJECT NAME	OWNER OR PRIME CONTRACTOR	CONTACT - Name, address, phone, email	PRIME FOR SUB	PROJECT DESCRIPTION	ORIGINAL CONTRACT AMOUNT	FINAL CONTRACT AMOUNT	START	FINISH
SR-111 - EDGEWOOD DRIVE	FDOT	BRIDGET BLANSET - CEI, RS&H, BRIDGET.BLANSET@RSANDH.COM	PRIME	BRIDGE MODIFICATION, CONCRETE, DRAINAGE, MILL, RESURFACE, SIGNALS	\$ 5,318,834.78	\$ 5,318,834.78	6/18/2019	3/30/2020
GIRVIN ROAD	CITY OF JACKSONVILLE / R.B. BAKER	MICHAEL BELL, R.B. BAKER, MBELL@RBBAKER.COM, 904-824-9901	SUB	NEW ROAD PAVING / RECONSTRUCTION	\$ 1,799,679.96	\$ 1,838,994.08	3/31/2017	5/19/2019
SR-1, NEW KINGS ROAD	FDOT	ZACHARY CARNAHAN - CEI, RS&H - ZACHARY.CARNAHAN@RSANDH.COM, 850-258-0725	PRIME	CONCRETE, DRAINAGE, MILL, RESURFACE, SIGNALS	\$ 5,794,637.86	\$ 5,786,566.50	6/15/2017	8/9/2018
INDIGO ROAD	CLAY COUNTY	MICHAEL GREEN - CLAY COUNTY, MIKE.GREEN@CLAYCOUNTYGOV.COM, 904-219-3377	PRIME	NEW ROAD CONSTRUCTION	\$ 308,455.70	\$ 308,455.70	10/31/2017	1/30/2018
RACETRACK ROAD	ST. JOHNS COUNTY / PETTYCOAT SMITH	JUDSON CUTTS - PETTYCOAT-SMITH, J.CUTTS@PETTYCOATSMITH.COM	SUB	NEW ROAD CONSTRUCTION, RECONSTRUCTION	\$ 536,562.19	\$ 541,676.13	10/12/2017	10/31/2018
NASSAU COUNTY RESURFACING	NASSAU COUNTY PUBLIC WORKS	BILL GLENNON, CDM SMITH, GLENNONW@CDMSMITH.COM, 904-383-9126	PRIME	ROADWAY RESURFACING	\$ 1,162,715.36	\$ 1,150,242.65	7/10/2018	8/30/2018
RAIL TRAIL	FDOT	KEVIN LAIRSEY, GAI CONSULTANTS, K.LAIRSEY@GAICONSULTANTS.COM, 904-509-1119	SUB	SPECIALIZE BIKE TRAIL	\$ 227,256.02	\$ 222,364.00	12/23/2018	1/5/2019
ST. JOHNS CO. RESURFACE '19	ST. JOHNS COUNTY	TOMMY MASHBURN, ST. JOHNS, 904-659-4485, TMASHBURN@SICFLUS	PRIME	ROADWAY RESURFACE	\$ 5,323,433.22	\$ 5,934,734.95	7/12/2019	9/28/2019
I-95 - FLAGLER LINE TO SR-207	FDOT	RAY FARCLUS - PARSONS - SEI TOMMY MASHBURN, ST. JOHNS, 904-669-4485, TMASHBURN@SICFLUS	PRIME	NEW ROAD CONSTRUCTION, RECONSTRUCTION	\$ 22,598,230.00	\$ 22,399,930.51	6/5/2020	5/5/2022
SJC RESURFACE '20	ST. JOHNS COUNTY	SUPERIOR CONSTRUCTION / BRIAN MCGARITY, BMcCarthy@superiorconstruction.com	PRIME	ROADWAY RESURFACE	\$ 6,327,497.00	\$ 67,822,394.00	2/1/2020	10/30/2020
SR-307 / BALDWIN BYPASS	FDOT / SUPERIOR CONSTRUCTION	KENNY GEISENDORFF - Igeisendorff@via-cs.com BILL GLENNON, CDM SMITH, GLENNONW@CDMSMITH.COM, 904-383-9126	sub	NEW CONSTRUCTION	\$ 8,208,234.01	\$ 8,295,146.39	9/16/2019	4/26/2021
SR-13	FDOT / VIA CONSULTING	KENNY GEISENDORFF - Igeisendorff@via-cs.com BILL GLENNON, CDM SMITH, GLENNONW@CDMSMITH.COM, 904-383-9126	PRIME	RECONSTRUCTION, SIGNALS, CONCRETE, DRAINAGE, FIBER	\$ 4,660,748.22	\$ 4,696,793.17	2/16/2021	12/8/2021
NASSAU COUNTY RESURFACING	NASSAU COUNTY PUBLIC WORKS	BRIDGET BLANSET - CEI, RS&H, BRIDGET.BLANSET@RSANDH.COM	PRIME	ROADWAY RESURFACING	\$ 1,012,257.50	\$ 993,385.51	8/31/2020	10/8/2020
SR-15 NEW KINGS	FDOT	BRIDGET BLANSET - CEI, RS&H, BRIDGET.BLANSET@RSANDH.COM	PRIME	DRAINAGE, CONCRETE, EARTHWORK, WIDENING, MILL / PAVE	\$ 5,318,834.78	\$ 5,249,772.36	5/18/2019	5/17/2020
SR-200	FDOT / RS&H CONSULTING	BRIDGET.BLANSET@RSANDH.COM	PRIME	DRAINAGE, WIDENING, SIGNAL, MILLAND PAVE	\$ 5,990,959.63	\$ 5,941,443.42	11/16/2020	7/26/2021

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.

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- 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.

Project No.	Year Filed	Counterparty	Project Owner	Project	Description
70039	2016	Fidelity & Deposit Company of Maryland	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	SR-9/I-95 Express Lanes	Hubbard terminated its subcontractor for ITS work on the project. Subcontractor's surety, F&D, completed the subcontractor's work and a dispute arose between Hubbard and F&D over monies allegedly owed to F&D and damages suffered by Hubbard as a result of the subcontractor's default. Jury Trial was held in Sept. 2022 with verdict returned 100% for Hubbard.
GDOT CSSNHS- 008-00(256)	2020	Parsons RECo Berkel Tricore	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990	Northwest Corridor Express Lanes (GA)	Hubbard was a minority JV partner with Archer Western on this public highway project for the GDOT. The project is completed. In September 2020, JV initiated arbitration proceedings against several parties associated with the construction of MSE walls and related defect repairs and delays. <u>Owner is not a party to this case.</u> This issue was settled before hearing in June 2023.
GDOT CSSNHS- 008-00(256)	2020	Hubert Properties	Georgia Dept. of Transportation One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 404-631-1990	Northwest Corridor Express Lanes (GA)	In early 2020, Hubert Properties sued GDOT for trespass (using more property than taken in government condemnation). GDOT tendered defense to the JV under indemnity obligations. Discovery is ongoing.
E4K49 6073	2020	Ranger Construction	Florida Dept. of Transportation 605 Suwannee Street Haydon Burns Building Tallahassee, FL 32301 Tel 850-414-4000 Fax 850-414-4947	I-95 Express Lanes from North of Golden Glades to South of Broward Boulevard	Ranger was a subcontractor to Hubbard that performed paving work on unit prices. Due to extended project durations (caused by other issues outside Hubbard's control), Ranger sued Hubbard for escalated unit rates. <u>Owner is not a party to this case.</u> This case settled before trial in May 2021.
CFX 6011.010430	2021	Mack Industries	Central Florida Expressway Authority ("CFX") 4974 ORL Tower Road Orlando, FL 32807 Tel 407-690-5000 Fax 407-690-5011 info@CFXway.com	SR 417 Widening from Econlockhastchee to Seminole County	Mack Industries sued Hubbard and its bonding company over alleged non-payment after certain work was deducted from their subcontract scope. This matter was settled before trial in October 2021. <u>Owner is not a party to this case.</u>
NIA	2019	Caravan Hotel Properties	Caravan Hotel Properties, LLC Orange County, FL	Clarion Inn & Suites Renovation	After a payment dispute arose, Hubbard filed a lien against the owner's property. Payment was eventually made and the plaintiff sued Hubbard alleging it failed to discharge the lien in a timely manner. This matter was settled



**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "J"**

**CLAIMS, LIENS, LITIGATION HISTORY**

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.

We perform more than \$300M in revenue every year and we have experienced normal issues with owners temporarily withholding retainage or liquidated damages. However, Hubbard works diligently to quickly resolve any such issues and successfully complete the work and get paid for work performed. Owners have not made claims against performance or payment bonds.

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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): William Dumas

SIGNATURE: 

TITLE: Assistant Secretary

DATE: 10/17/2023

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Hubbard Construction Company

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**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "N" (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

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Hubbard Construction Company as Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Thousand and 00/100 Dollars (\$ 5,000.00) 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 18th, 2023.

For  
**COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**  
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 12th 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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207389-016018

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Claudette Alexander Hunt, Pedro Gonzalez, Jr.

all of the city of Miami state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, In pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of February, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of October, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





**THIS IS TO CERTIFY, that the Board of Directors of Hubbard Construction Company, at its January 4, 2023 meeting, on motion duly made, seconded and unanimously carried, authorized Patrick Sulliot, Chairman of the Board, Alan M. Cahill, President and CEO, P. Frederick O'Dea, Jr., Vice President, CFO, Secretary & Treasurer, Thomas O. Craft, Senior Vice President, Gregory T. Gledhill, General Counsel and Assistant Secretary and William Dumas, Assistant Secretary to execute Change Orders and Contracts on behalf of the Corporation, effective on or after January 1, 2023.**



*P. Frederick O'Dea, Jr.*

**P. Frederick O'Dea, Jr., Secretary**

**CATEGORY "D" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 0.00 "No Bid"  
Amount Written in Numerals

ZONE B: \$ 0.00 "No Bid"  
Amount Written in Numerals

**CATEGORY "E" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 0.00 "No Bid"  
Amount Written in Numerals

ZONE B: \$ 0.00 "No Bid"  
Amount Written in Numerals

**CATEGORY "F" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 0.00 "No Bid"  
Amount Written in Numerals

ZONE B: \$ 0.00 "No Bid"  
Amount Written in Numerals

**CATEGORY "G" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 0.00 "No Bid"  
Amount Written in Numerals

ZONE B: \$ 0.00 "No Bid"  
Amount Written in Numerals

**CATEGORY "H" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 0.00 "No Bid"  
Amount Written in Numerals

ZONE B: \$ 0.00 "No Bid"  
Amount Written in Numerals

**CATEGORY "I" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 3,220.00  
Amount Written in Numerals

ZONE B: \$ 3,220.00  
Amount Written in Numerals

**CATEGORY "J" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 0.00 "No Bid"  
Amount Written in Numerals

ZONE B: \$ 0.00 "No Bid"  
Amount Written in Numerals

**CATEGORY "K" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 25.88  
Amount Written in Numerals

ZONE B: \$ 25.88  
Amount Written in Numerals

**CATEGORY "L" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 88,542.60  
Amount Written in Numerals

ZONE B: \$ 88,542.60  
Amount Written in Numerals

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "A" - REVISED PER ADDENDUM #3**

**UNIT COST PROPOSAL**

The following Unit Prices, if approved by the County, shall be used for the purposes of developing pricing proposals for Task Orders and Change Orders issued under this contract. Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bidders are to provide unit pricing for ALL items under each Category per Zone (Zone A covers all areas South of County Road 214 and Zone B covers areas North of County Road 214) they are able to provide services and have prior applicable experience. If not bidding a specific Category or Zone, Bidders are to input "NO BID" in the unit price field.

Bidders are to transfer the Total Unit Pricing per Zone for each Category the Bidder is submitting pricing on Attachment "A" onto the Official County Bid Form.

The bid will be awarded based on the Total of all Unit Costs per Category per Zone. St. Johns County reserves the right to award a contract to more than one bidder.

<b>CATEGORY A - MILLING</b>					
Item #	Item Description		Unit of Measure	Zone A	Zone B
				(All areas South of CR-214) Unit Price	(All areas North of CR-214) Unit Price
A-1	Milling - 1"	0 - 1,000	Sq. Yd.	\$ 4.25	\$ 4.25
	Milling - 1"	1,001 - 5,000	Sq. Yd.	\$ 4.25	\$ 4.25
	Milling - 1"	5,001 - 25,000	Sq. Yd.	\$ 3.12	\$ 3.12
	Milling - 1"	25,001 - 50,000	Sq. Yd.	\$ 3.10	\$ 3.10
	Milling - 1"	Over 50,000	Sq. Yd.	\$ 3.10	\$ 3.10
A-2	Milling - 1.5"	0 - 1,000	Sq. Yd.	\$ 4.01	\$ 4.01
	Milling - 1.5"	1,001 - 5,000	Sq. Yd.	\$ 4.01	\$ 4.01
	Milling - 1.5"	5,001 - 25,000	Sq. Yd.	\$ 3.92	\$ 3.92
	Milling - 1.5"	25,001 - 50,000	Sq. Yd.	\$ 3.47	\$ 3.47
	Milling - 1.5"	Over 50,000	Sq. Yd.	\$ 2.93	\$ 2.93
A-3	Milling - 2"	0 - 1,000	Sq. Yd.	\$ 5.28	\$ 5.28
	Milling - 2"	1,001 - 5,000	Sq. Yd.	\$ 5.28	\$ 5.28
	Milling - 2"	5,001 - 25,000	Sq. Yd.	\$ 4.86	\$ 4.86
	Milling - 2"	25,001 - 50,000	Sq. Yd.	\$ 4.86	\$ 4.86

CATEGORY "A" - MILLING - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
A-10	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 25,000 - 50,000	Cu. Yd.	\$ 0.50	\$ 0.50
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - Over 50,000	Cu. Yd.	\$ 0.50	\$ 0.50
<b>CATEGORY "A" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "A")			\$ 258.06	\$ 258.06
CATEGORY "B" - STRUCTURAL OVERLAY - ASPHALT TYPES				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
B-1	9.5 S.P. Asphalt: 1 - 100	Ton	\$ 177.35	\$ 177.35
	9.5 S.P. Asphalt: 101 - 1,000	Ton	\$ 178.25	\$ 178.25
	9.5 S.P. Asphalt: 1,001 - 5,000	Ton	\$ 163.75	\$ 163.75
	9.5 S.P. Asphalt: 5,001 - 10,000	Ton	\$ 162.17	\$ 162.17
	9.5 S.P. Asphalt: Over 10,000	Ton	\$ 162.17	\$ 162.17
B-2	12.5 S.P. Asphalt: 1 - 100	Ton	\$ 151.68	\$ 151.68
	12.5 S.P. Asphalt: 101 - 1,000	Ton	\$ 151.68	\$ 151.68
	12.5 S.P. Asphalt: 1,001 - 5,000	Ton	\$ 150.57	\$ 150.57
	12.5 S.P. Asphalt: 5,001 - 10,000	Ton	\$ 161.57	\$ 161.57
	12.5 S.P. Asphalt: Over 10,000	Ton	\$ 131.16	\$ 131.16
B-3	19.0 S.P. Asphalt: 1 - 100	Ton	\$ 127.34	\$ 127.34
	19.0 S.P. Asphalt: 101 - 1,000	Ton	\$ 127.48	\$ 127.48
	19.0 S.P. Asphalt: 1,001 - 5,000	Ton	\$ 127.34	\$ 127.34
	19.0 S.P. Asphalt: 5,001 - 10,000	Ton	\$ 135.16	\$ 135.16
	19.0 S.P. Asphalt: Over 10,000	Ton	\$ 135.16	\$ 135.16
B-4	9.5 F.C. Asphalt 1 - 100	Ton	\$ 184.80	\$ 184.80
	9.5 F.C. Asphalt 101 - 1,000	Ton	\$ 185.28	\$ 185.28
	9.5 F.C. Asphalt 1,001 - 5,000	Ton	\$ 184.17	\$ 184.17
	9.5 F.C. Asphalt 5,001 - 10,000	Ton	\$ 184.17	\$ 184.17
	9.5 F.C. Asphalt Over 10,000	Ton	\$ 184.17	\$ 184.17
B-5	12.5 F.C. Asphalt: 1 - 100	Ton	\$ 183.57	\$ 183.57
	12.5 F.C. Asphalt: 101 - 1,000	Ton	\$ 183.57	\$ 183.57

CATEGORY "C" - CHIP SEAL / FOG SEAL - Continued					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
C-4	Fog Seal:	Over 100,000	Sq. Yd.	"NO BID"	"NO BID"
<b>CATEGORY "C" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "C")				Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				\$ No Bid	\$ No Bid
CATEGORY "D" - CAPE SEAL					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
D-1	Cape Seal:	0 - 25,000	Sq. Yd.	"NO BID"	"NO BID"
	Cape Seal:	25,001 - 50,000	Sq. Yd.	"NO BID"	"NO BID"
	Cape Seal:	50,001 - 100,000	Sq. Yd.	"NO BID"	"NO BID"
	Cape Seal:	Over 100,000	Sq. Yd.	"NO BID"	"NO BID"
<b>CATEGORY "D" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "D")				Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				\$ No Bid	\$ No Bid
CATEGORY "E" - MICRO-SURFACING					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
E-1	Micro-Surfacing - Double Micro :	0 - 25,000	Sq. Yd.	"NO BID"	"NO BID"
	Micro-Surfacing - Double Micro :	25,001 - 50,000	Sq. Yd.	"NO BID"	"NO BID"
	Micro-Surfacing - Double Micro :	50,001 - 100,000	Sq. Yd.	"NO BID"	"NO BID"
	Micro-Surfacing - Double Micro :	Over 100,000	Sq. Yd.	"NO BID"	"NO BID"
E-2	Micro-Surfacing - Rut Filling (Leveling):	0 - 25,000	Ton	"NO BID"	"NO BID"
	Micro-Surfacing - Rut Filling (Leveling):	25,001 - 50,000	Ton	"NO BID"	"NO BID"
	Micro-Surfacing - Rut Filling (Leveling):	50,001 - 100,000	Ton	"NO BID"	"NO BID"
	Micro-Surfacing - Rut Filling (Leveling):	Over 100,000	Ton	"NO BID"	"NO BID"
<b>CATEGORY "E" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "E")				Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				\$ No Bid	\$ No Bid

CATEGORY "F" - IN-PLACE RECYCLING - RECONSTRUCTION (FULL DEPTH RECLAMATION) - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
F-7	Full Depth Reclamation - Excavation for Widening / Unsuitable Materials	Cu. Yd.	"NO BID"	"NO BID"
F-8	Full Depth Reclamation - General Use Optional Base Material	Cu. Yd.	"NO BID"	"NO BID"
			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
CATEGORY "F" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "F")			\$ No Bid	\$ No Bid
CATEGORY "G" - ASPHALT REJUVENATION				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
G-1	Asphalt Rejuvenation: 0 - 1,000	Sq. Yd.	"NO BID"	"NO BID"
	Asphalt Rejuvenation: 1,001 - 5,000	Sq. Yd.	"NO BID"	"NO BID"
	Asphalt Rejuvenation: 5,001 - 25,000	Sq. Yd.	"NO BID"	"NO BID"
	Asphalt Rejuvenation: 25,001 - 50,000	Sq. Yd.	"NO BID"	"NO BID"
	Asphalt Rejuvenation: Over 50,000	Sq. Yd.	"NO BID"	"NO BID"
			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
CATEGORY "G" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "G")			\$ No Bid	\$ No Bid
CATEGORY "H" - CRACK SEALING				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
H-1	Crack Sealant: 0 - 500	Gallon	"NO BID"	"NO BID"
	Crack Sealant: 500 - 1,000	Gallon	"NO BID"	"NO BID"
	Crack Sealant: 1,001 - 5,000	Gallon	"NO BID"	"NO BID"
	Crack Sealant: 5,001 - 10,000	Gallon	"NO BID"	"NO BID"
	Crack Sealant: Over 10,000	Gallon	"NO BID"	"NO BID"
			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
CATEGORY "H" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "H")			\$ No Bid	\$ No Bid

**CATEGORY "L" - STRIPING / PAVEMENT MARKINGS - Continued**

Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214) Unit Price	(All areas North of CR-214) Unit Price
<b>L-1 STRIPING: WHITE - SOLID - Continued</b>				
L-1	White Solid - 8" Painted	LF	\$ 0.40	\$ 0.40
	White Solid - 12" Painted	LF	\$ 1.44	\$ 1.44
	White Solid - 18" Painted	LF	\$ 1.73	\$ 1.73
	White Solid - 24" Painted	LF	\$ 2.01	\$ 2.01
	White Solid - 4" Thermoplastic	NM	\$ 4,312.50	\$ 4,312.50
	White Solid - 6" Thermoplastic	NM	\$ 4,830.00	\$ 4,830.00
	White Solid - 8" Thermoplastic	LF	\$ 3.16	\$ 3.16
	White Solid - 12" Thermoplastic	LF	\$ 4.60	\$ 4.60
	White Solid - 18" Thermoplastic	LF	\$ 5.18	\$ 5.18
	White Solid - 24" Thermoplastic	LF	\$ 6.90	\$ 6.90
<b>L-2 STRIPING: WHITE - SKIP (Revised per Addendum #3)</b>				
	White Skip - 4" Painted	GM	\$ 632.50	\$ 632.50
	White Skip - 6" Painted	GM	\$ 747.50	\$ 747.50
	White Skip - 4" Thermoplastic	GM	\$ 2,587.50	\$ 2,587.50
	White Skip - 6" Thermoplastic	GM	\$ 2,875.00	\$ 2,875.00
<b>L-3 STRIPING: YELLOW - SOLID</b>				
	Yellow Solid - 4" Painted	NM	\$ 1,437.50	\$ 1,437.50
	Yellow Solid - 6" Painted	NM	\$ 1,552.50	\$ 1,552.50
	Yellow Solid - 8" Painted	LF	\$ 0.40	\$ 0.40
	Yellow Solid - 12" Painted	LF	\$ 1.44	\$ 1.44
	Yellow Solid - 18" Painted	LF	\$ 1.73	\$ 1.73
	Yellow Solid - 4" Thermoplastic	NM	\$ 4,312.50	\$ 4,312.50
	Yellow Solid - 6" Thermoplastic	NM	\$ 4,830.00	\$ 4,830.00
	Yellow Solid - 8" Thermoplastic	LF	\$ 3.16	\$ 3.16
	Yellow Solid - 12" Thermoplastic	LF	\$ 4.60	\$ 4.60
	Yellow Solid - 18" Thermoplastic	LF	\$ 5.18	\$ 5.18
<b>L-4 STRIPING: YELLOW - SKIP</b>				
	Yellow Skip - 4" Paint	GM	\$ 632.50	\$ 632.50
	Yellow Skip - 6" Paint	GM	\$ 747.50	\$ 747.50
	Yellow Skip - 4" Thermoplastic	GM	\$ 2,587.50	\$ 2,587.50
	Yellow Skip - 6" Thermoplastic	GM	\$ 2,875.00	\$ 2,875.00

CATEGORY "L" - STRIPING / PAVEMENT MARKINGS - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
<b>L-7</b>	<b>PAVEMENT MARKINGS - Continued</b>			
	THROUGH LANE USE ARROW - Thermoplastic	Each	\$ 143.75	\$ 143.75
	TURN AND THROUGH LANE TURN ARROW - Thermoplastic	Each	\$ 97.75	\$ 97.75
	TURN LANE USE ARROW - Thermoplastic	Each	\$ 97.75	\$ 97.75
	YIELD TRIANGLES - Thermoplastic (Revised per Addendum #3)	Per Triangle	\$ 40.25	\$ 40.25
<b>L-8</b>	<b>REFLECTIVE PAVEMENT MARKERS</b>			
	BI-Directional, Amber	Each	\$ 5.18	\$ 5.18
	Mono-Directional Colorless	Each	\$ 5.18	\$ 5.18
	BI-Directional, White/Red	Each	\$ 5.18	\$ 5.18
<b>L-9</b>	<b>MISCELLANEOUS</b>			
	Manhole Adjustment (Revised per Addendum #3)	Each	\$ 1,000.00	\$ 1,000.00
	Manhold Valve Adjustment (Revised per Addendum #3)	Each	\$ 850.00	\$ 850.00
	Mailbox Relocation (Revised per Addendum #3)	Each	\$ 50.00	\$ 50.00
	Removal of Existing Marking	SF	\$ 4.60	\$ 4.60
	Preform Thermoplastic 12"	LF	\$ 9.78	\$ 9.78
	Preform Thermoplastic 24"	LF	\$ 17.25	\$ 17.25
	Off-Duty Law Enforcement Officer	HR	\$ 85.00	\$ 85.00
			<b>Zone A (All areas South of CR-214)</b>	<b>Zone B (All areas North of CR-214)</b>
<b>CATEGORY "L" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "L")			\$ 88,542.60	\$ 88,542.60

CATEGORY "P" - TASK ORDER PERFORMANCE AND PAYMENT BOND				
Item #	Item Description	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)	
		Unit Price	Unit Price	
<b>P-1</b>	Task Order Performance and Payment Bond Cost Not to Exceed 2% of Task Order (For Project Task Orders Costing \$100,000.00 and greater.)	2%	2%	



**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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			
FDOT Pre-Qualification – Flexible Paving		Florida Department of Transportation	6/30/2024
FDOT Pre-Qualification – Hot Plant-Mixed Bituminous Courses		Florida Department of Transportation	6/30/2024
FDOT Pre-Qualification – Pavement Marking		FDOT	6/30/2024



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 08, 2023

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

### RE: CERTIFICATE OF QUALIFICATION

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

#### **FDOT APPROVED WORK CLASSES:** PAVEMENT MARKING

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

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,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII:cg

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "E"**

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

**Company Name: Preferred Materials**

**Work/Services to be Performed: Asphalt – material supplier**

**Primary Contact Name: Stuart Bozeman**

**Contact Number and Email Address: (904) 460-8577 [stuart.bozeman@preferredmaterials.com](mailto:stuart.bozeman@preferredmaterials.com)**

**Local Business: No**

**Percentage (%) of Total Work/Services:**

**Company Name: P&P Striping LLC**

**Work/Services to be Performed: Pavement Markings**

**Primary Contact Name: Mark Crampton**

**Contact Number and Email Address: (386) 463-7017 [mark@pnpstriping.com](mailto:mark@pnpstriping.com)**

**Local Business: No**

**Percentage (%) of Total Work/Services:**

**Company Name: N & H Construction, Inc.**

**Work/Services to be Performed: Traffic loops**

**Primary Contact Name: Luke Edwards**

**Contact Number and Email Address: (904) 314-8819 [nandhconstruction@gmail.com](mailto:nandhconstruction@gmail.com)**

**Local Business: No**

**Percentage (%) of Total Work/Services:**

**Company Name: ACME Barricades LC**

**Work/Services to be Performed: MOT**

**Primary Contact Name: Terry Cox**

**Contact Number and Email Address: (800) 373-7704 [tcox@acmebarricades.com](mailto:tcox@acmebarricades.com)**

**Local Business: No**

**Percentage (%) of Total Work/Services:**

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

Kudzu 3 Trucking, 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.

Thomas R. Mor  
Signature

10/17/2023  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2023

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 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> Greene & Associates 417 W Baya Drive Lake City, FL. 32025	<b>CONTACT NAME:</b> Al Greene <b>PHONE (A/C No. Ext):</b> 386-755-1122 <b>FAX (A/C No.):</b> 386-754-1578 <b>E-MAIL ADDRESS:</b> al@greeneinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> American Casualty Company Of Reading, PA</td> <td>20427</td> </tr> <tr> <td><b>INSURER B:</b> The Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td><b>INSURER C:</b> Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td><b>INSURER D:</b> Travelers Property &amp; Casualty Co of America</td> <td>25674</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> American Casualty Company Of Reading, PA	20427	<b>INSURER B:</b> The Continental Casualty Company	20443	<b>INSURER C:</b> Transportation Insurance Company	20494	<b>INSURER D:</b> Travelers Property & Casualty Co of America	25674	<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER E:</b>														
<b>INSURER F:</b>														
<b>INSURED</b> Kudzue 3 Trucking Inc Kudzue 3 Trucking & Paving P O Box 1799 Yulee FL 32041														

**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 INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>			4034930763	03/10/2023	03/10/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	<input checked="" type="checkbox"/> Blanket Contractual						PERSONAL & ADV INJURY	\$ 1,000,000	
<input checked="" type="checkbox"/> XCU	GENERAL AGGREGATE			\$ 2,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG <input type="checkbox"/>								\$	
B	<b>AUTOMOBILE LIABILITY</b>			2095918244	03/10/2023	03/10/2024	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> 10,000 PIP	<input checked="" type="checkbox"/> Leased			PIP	\$ \$10,000				
B	<b>UMBRELLA LIAB</b>			4034933310	03/10/2023	03/10/2024	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	Y	Y				AGGREGATE	\$ 2,000,000	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					4016977714	12/13/2022	12/13/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N	N/A	Y	E.L. EACH ACCIDENT				\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000
		E.L. DISEASE - POLICY LIMIT			\$ 1,000,000				
D	<b>Contractors Equipment</b>			660-6612X943	03/10/2023	03/10/2024	Rental \$250,000 \$5,000 Deductible	Special Form	

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

Attn: Purchasing Division

St Johns County is Additional Insured for all lines of coverage except Workers' Comp and Professional Liability

**CERTIFICATE HOLDER****CANCELLATION**

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

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

&lt;MT&gt;

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CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

AMERICAN CASUALTY CO OF READING, PA

Insured Name: KUDZUE 3 TRUCKING, INC.

Policy No: 4034930763

Endorsement No: 4

Effective Date: 03/10/2023

REFERENCES FOR: KUDZUE 3 TRUCKING, INC.

CLIENT	CONTACT	PROJECT	AMOUNT	TIMEFRAME	
MALOY GRADING 6421 SOMMERSET COURT JACKSONVILLE, FL 32234	JEFF MALOY (904) 477-3915	Trout Creek Commercial	\$ 260,518.88	5/3/2022	11/23/2022
JM FAMILY ENTERPRISES, INC. 9987 PRITCHARD ROAD JACKSONVILLE, FL 32219	Chris Tripp (904) 237-2526	Southeast Toyota Part B	\$ 1,635,619.04	2/23/2023	7/20/2023
JM FAMILY ENTERPRISES, INC. 9987 PRITCHARD ROAD JACKSONVILLE, FL 32219	Chris Tripp (904) 237-2526	Southeast Toyota Part A	\$ 996,317.50	6/17/2021	9/23/2021
W. GARDNER LLC 4929 ATLANTIC BLVD JACKSONVILLE, FL 32207	JACOB STURGEON (904) 217-9070	JAX 9	\$ 519,134.68	7/16/2021	9/17/2021
RIVERSTONE CONSTRUCTION LLC 6510 COLUMBIA PARK DR, STE 105 JACKSONVILLE, FL 32258	DOUG MCGOUGH (904) 759-0703	PENNICK ROAD	\$ 625,042.27	6/14/2022	8/29/2022
JAX UTILITIES MANAGEMENT 5465 VERNA BLVD JACKSONVILLE, FL 32205	CHARLIE FRESHWATER (904) 813-3534	SANDRIDGE DAIRY PHASE 1	\$ 184,588.66	1/13/2022	1/27/2022
D.B. CIVIL CONSTRUCTION 4475 US HWY 1 S, SUITE 707 ST. AUGUSTINE, FL 32086	DALTON BAYLOR (386) 931-1963	PARRAMORE ROAD EXTENSION	\$ 341,993.24	3/24/2022	11/17/2022
JAX UTILITIES MANAGEMENT 5465 VERNA BLVD JACKSONVILLE, FL 32205	CHARLIE FRESHWATER (904) 813-3534	CITY OF ATLANTIC BEACH MILLING & RESURFACING	\$ 510,560.45	9/7/2023	9/21/2023
JAX UTILITIES MANAGEMENT 5465 VERNA BLVD JACKSONVILLE, FL 32205	CHARLIE FRESHWATER (904) 813-3534	TRAILMARK SUBDIVISION OVERLAY	\$ 260,719.22	6/20/2023	6/27/2023
LANDSCAPES UNLIMITED LLC 1201 ARIES DRIVE LINCOLN, NE 68512	KYLE REGAN (402) 890-4179	JEKYLL ISLAND ENTRANCE PATH	\$ 144,718.80	6/12/2023	6/19/2023
D. ARMSTRONG CONTRACTING LLC 9957 MOORING DRIVE SUITE 405 JACKSONVILLE, FL 32257	DENNIS ARMSTRONG (904) 400-1750	SIX MILE CREEK	\$ 326,294.65	3/30/2023	5/30/2023
AJ JOHNS, INC. 3225 ANNISTON ROAD JACKSONVILLE, FL 32246	DON HENNINGER (904) 208-4200	PECAN PARK SUBDIVISION	\$ 825,008.51	2/9/2023	ONGOING

ATTACHMENT "J"

CLAIMS, LIENS, LITIGATION HISTORY

**Kudzue 3 Trucking, Inc. vs Roosevelt Square Limited Liability Limited Partnership**

Construction Lien Foreclosure Action (transferred to a cash bond)

Our case was mediated with the larger dispute between RLH Construction and the mall owner, involving Marietta Sand Corporation, RLH Construction, LLC and Roosevelt Square Mall.

Multi-Party Mediation Conference was held October 3, 2023

Amount at issue: \$56,786.97

Attorneys: For Kudzue – Thomas Ray, Lippes Mathias LLP

For Marietta Sand Corporation – C. Ryan Maloney, Jimerson Firm

For RLH Construction, LLC – Douglas Gerber, Killgore, Pearlman, Semanie & Squires, P.A.

Owner: Roosevelt Square Limited Liability Limited Partnership

C/O CT Corporation System, Registered Agent

1200 South Pine Island Road

Plantation, Florida 33324

Status: Pending

**Kudzue 3 Trucking, Inc. vs The Malle Company, Inc.**

Obtained final judgment against Malle on 12/23/2020 in the amount of \$134,863.99.

Signed a Forbearance Agreement with The Malle Company, Inc. on 2/10/2021 accepting \$45,000.00.

Attorneys: For Kudzue – Thomas Ray, Lippes Mathias Wexler Friedman, LLP

For Malle – Jerrett McConnell, McConnell Law Group, P.A.

Status: Closed



**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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): Thomas McKinley

SIGNATURE: Thomas R. McKinley

TITLE: President

DATE: 10/17/2023

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Kudzve 3 Trucking, Inc.

\_\_\_\_\_  
\_\_\_\_\_

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "N"**  
**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



## ADDENDUM #1

September 14, 2023

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services**

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

### **Revisions/Clarifications:**

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

1. The following verbiage has been added to the Bid Document and the Revised Bid Document has been uploaded to [www.DemandStar](http://www.DemandStar).
  - 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 "N" – Equal Opportunity Report Statement** has been added to the Bid document and is attached to this Addendum.

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

### **Bidder Acknowledgment:**

  
Signature

Thomas Malay, President  
Printed Name/Title Authorized Representative  
Kudwe 3 Trucking, Inc.  
Respondent Company Name

**END OF ADDENDUM NO. 1**

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): Thomas Maloy

SIGNATURE: Thomas R Maloy

TITLE: President

NAME OF FIRM: Kudzu 3 Trucking, Inc.

DATE: 10/17/2023



2. Since milling machines are not needed for Full Depth Reclamation (FDR) work, can the specification that the contractor own two (2) be waived?

**Answer: The requirement of owning two (2) milling machines for FDR work has been removed (see "Revisions/Clarifications #2 above).**

3. Can the requirement of five (5) FDR projects in the past two years be modified to five (5) projects in the past four (4) years?

**Answer: Requirement has been revised to five (5) projects in the past four (4) years (see "Revisions/Clarifications #1 above).**

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

**Bidder Acknowledgment:**

  
Signature

Thomas Maloy, President  
Printed Name/Title Authorized Representative  
Kudve 3 Trucking, Inc  
Respondent Company Name

**END OF ADDENDUM NO. 2**



4. Referring to section 1.4 Supplemental Services, please advise how Contractor will be compensated for manhole/valve adjustments.

**Answer: Pay Items for "Manhole Adjustment" and "Manhole Valve Adjustment" have been added to Attachment "A" – Unit Cost Proposal. See Revisions/Clarifications #1c above.**

5. Referring to section 1.4 Supplemental Services, please advise how Contractor will be compensated for mailbox replacements.

**Answer: Pay Item for "Mailbox Replacement" has been added to Attachment "A" – Unit Cost Proposal. See Revisions/Clarifications #1d above.**

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

**Bidder Acknowledgment:**

*Thomas A. Maloy*  
Signature

*Thomas Maloy, President*  
Printed Name/Title Authorized Representative  
*Kudzu 3 Trucking, Inc.*  
Respondent Company Name

**END OF ADDENDUM NO. 3**

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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  
**COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**  
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.

# PAVEMENT TECHNOLOGY INC.

24144 DETROIT ROAD  
WESTLAKE, OHIO 44145  
(440) 892-1895  
(800) 333-6309  
FAX (440) 892-0953



ORIGINAL

Asphalt Recycling & Preventive Maintenance Specialists

October 10, 2023

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

RE: IFB No. 24-01 Countywide Pavement Maintenance and Rehabilitation Services

Dear Sir/Madam:

Please find enclosed our bid submission for the referenced Invitation for Bids, as well as a Bid Bond, in the amount of Five Thousand Dollars.

Thank you for your time and consideration. We look forward to our continued working relationship with St. Johns County.

Sincerely,

Debbie Cancelliere  
Contracts Administrator  
dcancelliere@pavetechinc.com

enclosures



**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

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

**PROJECT: COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

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

**DATE SUBMITTED: 10/13/23**

**BID PROPOSAL OF**

**Pavement Technology, Inc.**

Full Legal Company Name

24144 Detroit Rd., Westlake, OH 44145

440-892-1985

440-892-0953

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: 24-01; Countywide Pavement Maintenance and Rehabilitation Services** 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:

The following Total Unit Costs Per Category, Per Zone from Attachment "A" – Unit Price Proposal shall include all labor, materials, equipment, and any other additional charges including, but not limited to, mobilization and maintenance of traffic (MOT) required to accomplish the work of the Unit Cost. Zone A covers all areas South of County Road 214 and Zone B covers are areas North of County Road 214.

Bidders are not required to bid each Category or Zone, but **MUST** provide unit pricing for **ALL** line items listed under each Category per Zone they are capable of providing services and have prior applicable experience. If not bidding a specific Category or Zone, Bidders are to input "NO BID" in the unit price field.

**FOR: COUNTYWIDE PAVEMENT MANAGEMENT AND REHABILITATION CONTINUING SERVICES**

**CATEGORY "A" TOTAL UNIT PRICING: (From Attachment "A")**

**ZONE A: \$ NO BID**  
Amount Written in Numerals

**ZONE B: \$ NO BID**  
Amount Written in Numerals

**CATEGORY "B" TOTAL UNIT PRICING: (From Attachment "A")**

**ZONE A: \$ NO BID**  
Amount Written in Numerals

**ZONE B: \$ NO BID**  
Amount Written in Numerals

**CATEGORY "C" TOTAL UNIT PRICING: (From Attachment "A")**

**ZONE A: \$ NO BID**  
Amount Written in Numerals

**ZONE B: \$ NO BID**  
Amount Written in Numerals

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

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

No.: 1 Date Received: 9/14/23

No.: 2 Date Received: 9/25/23

No.: 3 Date Received: 10/9/23

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 Thousand Dollars (\$5,000.00)**, payable to the Owner, 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.

CATEGORY "A" - MILLING - Continued					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
A-3	Milling - 2"	Over 50,000	Sq. Yd.	NO BID	NO BID
A-4	Milling - 2.5"	0 - 1,000	Sq. Yd.	NO BID	NO BID
	Milling - 2.5"	1,001 - 5,000	Sq. Yd.	NO BID	NO BID
	Milling - 2.5"	5,001 - 25,000	Sq. Yd.	NO BID	NO BID
	Milling - 2.5"	25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Milling - 2.5"	Over 50,000	Sq. Yd.	NO BID	NO BID
A-5	Milling - 3"	0 - 1,000	Sq. Yd.	NO BID	NO BID
	Milling - 3"	1,001 - 5,000	Sq. Yd.	NO BID	NO BID
	Milling - 3"	5,001 - 25,000	Sq. Yd.	NO BID	NO BID
	Milling - 3"	25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Milling - 3"	Over 50,000	Sq. Yd.	NO BID	NO BID
A-6	Milling - 3.5"	0 - 1,000	Sq. Yd.	NO BID	NO BID
	Milling - 3.5"	1,001 - 5,000	Sq. Yd.	NO BID	NO BID
	Milling - 3.5"	5,001 - 25,000	Sq. Yd.	NO BID	NO BID
	Milling - 3.5"	25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Milling - 3.5"	Over 50,000	Sq. Yd.	NO BID	NO BID
A-7	Milling - 4"	0 - 1,000	Sq. Yd.	NO BID	NO BID
	Milling - 4"	1,001 - 5,000	Sq. Yd.	NO BID	NO BID
	Milling - 4"	5,001 - 25,000	Sq. Yd.	NO BID	NO BID
	Milling - 4"	25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Milling - 4"	Over 50,000	Sq. Yd.	NO BID	NO BID
A-8	Milling - 5"	0 - 1,000	Sq. Yd.	NO BID	NO BID
	Milling - 5"	1,001 - 5,000	Sq. Yd.	NO BID	NO BID
	Milling - 5"	5,001 - 25,000	Sq. Yd.	NO BID	NO BID
	Milling - 5"	25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Milling - 5"	Over 50,000	Sq. Yd.	NO BID	NO BID
A-9	Milling - 6"	0 - 1,000	Sq. Yd.	NO BID	NO BID
	Milling - 6"	1,001 - 5,000	Sq. Yd.	NO BID	NO BID
	Milling - 6"	5,001 - 25,000	Sq. Yd.	NO BID	NO BID
	Milling - 6"	25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Milling - 6"	Over 50,000	Sq. Yd.	NO BID	NO BID
A-10	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 0 - 1,000		Cu. Yd.	NO BID	NO BID
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 1,001 - 5,000		Cu. Yd.	NO BID	NO BID
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 5,001 - 25,000		Cu. Yd.	NO BID	NO BID

CATEGORY "B" - STRUCTURAL OVERLAY - ASPHALT TYPES - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
B-5	12.5 F.C. Asphalt: 1,001 - 5,000	Ton	NO BID	NO BID
	12.5 F.C. Asphalt: 5,001 - 10,000	Ton	NO BID	NO BID
	12.5 F.C. Asphalt: Over 10,000	Ton	NO BID	NO BID
<b>CATEGORY "B" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "B")			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			\$ NO BID	\$ NO BID
CATEGORY "C" - CHIP SEAL / FOG SEAL				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
C-1	Single Chip Seal (#89 Stone): 0 - 25,000	Sq. Yd.	NO BID	NO BID
	Single Chip Seal (#89 Stone): 25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Single Chip Seal (#89 Stone): 50,001 - 100,000	Sq. Yd.	NO BID	NO BID
	Single Chip Seal (#89 Stone): Over 100,000	Sq. Yd.	NO BID	NO BID
C-2	Double Chip Seal (#57 & 89 Stone): 0 - 25,000	Sq. Yd.	NO BID	NO BID
	Double Chip Seal (#57 & 89 Stone): 25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Double Chip Seal (#57 & 89 Stone): 50,001 - 100,000	Sq. Yd.	NO BID	NO BID
	Double Chip Seal (#57 & 89 Stone): Over 100,000	Sq. Yd.	NO BID	NO BID
C-3	Triple Chip Seal: 0 - 25,000	Sq. Yd.	NO BID	NO BID
	Triple Chip Seal: 25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Triple Chip Seal: 50,001 - 100,000	Sq. Yd.	NO BID	NO BID
	Triple Chip Seal: Over 100,000	Sq. Yd.	NO BID	NO BID
C-4	Fog Seal: 0 - 25,000	Sq. Yd.	NO BID	NO BID
	Fog Seal: 25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Fog Seal: 50,001 - 100,000	Sq. Yd.	NO BID	NO BID

CATEGORY F - IN-PLACE RECYCLING - RECONSTRUCTION (FULL DEPTH RECLAMATION)				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
F-1	Full Depth Reclamation - Pulverization: 0 - 25,000	Sq. Yd.	NO BID	NO BID
	Full Depth Reclamation - Pulverization: 25,001 - 50,000	Sq. Yd.	NO BID	NO BID
	Full Depth Reclamation - Pulverization: 50,001 - 100,000	Sq. Yd.	NO BID	NO BID
	Full Depth Reclamation - Pulverization: Over 100,000	Sq. Yd.	NO BID	NO BID
F-2	Full Depth Reclamation - Cement - Cement Treated Base: 0 - 25,000	Ton	NO BID	NO BID
	Full Depth Reclamation - Cement - Cement Treated Base: 25,001 - 50,000	Ton	NO BID	NO BID
	Full Depth Reclamation - Cement - Cement Treated Base: 50,001 - 100,000	Ton	NO BID	NO BID
	Full Depth Reclamation - Cement - Cement Treated Base: Over 100,000	Ton	NO BID	NO BID
F-3	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base: 0 - 25,000	Gallon	NO BID	NO BID
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base: 25,001 - 50,000	Gallon	NO BID	NO BID
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base: 50,001 - 100,000	Gallon	NO BID	NO BID
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base: Over 100,000	Gallon	NO BID	NO BID
F-4	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base: 0 - 25,000	Gallon	NO BID	NO BID
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base: 25,001 - 50,000	Gallon	NO BID	NO BID
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base: 50,001 - 100,000	Gallon	NO BID	NO BID
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base: Over 100,000	Gallon	NO BID	NO BID
F-5	Full Depth Reclamation - Added Rap or Aggregates:	Ton	NO BID	NO BID
F-6	Full Depth Reclamation - Shoulder Rework	LF	NO BID	NO BID

**CATEGORY "I" - TRAFFIC LOOP REPLACEMENT**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
I-1	Traffic Loop Replacement - Type B (FDOT Item #660-2-102)	Each	NO BID	NO BID
I-2	Traffic Loop Replacement - Type F (FDOT Item #660-2-106)	Each	NO BID	NO BID
I-3	Traffic Loop Replacement - Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	NO BID	NO BID
<b>CATEGORY "I" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "I")			\$ NO BID	\$ NO BID

**CATEGORY "J" - SODDING**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
J-1	Sod	Sq. Yd.	NO BID	NO BID
<b>CATEGORY "J" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "J")			\$ NO BID	\$ NO BID

**CATEGORY "K" - VARIABLE MESSAGE BOARDS**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
K-1	Variable Message Board	Per Board Per Day	NO BID	NO BID
<b>CATEGORY "K" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "K")			\$ NO BID	\$ NO BID

**CATEGORY "L" - STRIPING / PAVEMENT MARKINGS**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
L-1	STRIPING: WHITE SOLID			
	White Solid - 4" Painted	NM	NO BID	NO BID
	White Solid - 6" Painted	NM	NO BID	NO BID

CATEGORY L - STRIPING / PAVEMENT MARKINGS - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
<b>L-5 STRIPING YELLOW DOUBLE</b>				
	Yellow Double - 4" Painted	NM	NO BID	NO BID
	Yellow Double - 6" Painted	NM	NO BID	NO BID
	Yellow Double - 4" Thermoplastic	NM	NO BID	NO BID
	Yellow Double - 6" Thermoplastic	NM	NO BID	NO BID
<b>L-6 AUDIBLE &amp; VIBRATORY PAVEMENT MARKINGS</b>				
	Yellow Skip - 6" Thermoplastic	GM	NO BID	NO BID
	White Solid - 4" Thermoplastic	NM	NO BID	NO BID
	White Solid - 6" Thermoplastic	NM	NO BID	NO BID
<b>L-7 PAVEMENT MARKINGS</b>				
	AHEAD - Painted	Each	NO BID	NO BID
	BIKE - Painted	Each	NO BID	NO BID
	BIKE ARROW - Painted	Each	NO BID	NO BID
	GOLF CROSSING - Painted	Each	NO BID	NO BID
	MERGE - Painted	Each	NO BID	NO BID
	ONLY - Painted	Each	NO BID	NO BID
	R/R - Painted	Each	NO BID	NO BID
	SCHOOL - Painted	Each	NO BID	NO BID
	STOP - Painted	Each	NO BID	NO BID
	THROUGH LANE USE ARROW - Painted	Each	NO BID	NO BID
	TURN AND THROUGH LANE TURN ARROW - Painted	Each	NO BID	NO BID
	TURN LANE USE ARROW - Painted	Each	NO BID	NO BID
	YIELD TRIANGLES - Painted (Revised per Addendum #3)	Per Triangle	NO BID	NO BID
	AHEAD - Thermoplastic	Each	NO BID	NO BID
	BIKE - Thermoplastic	Each	NO BID	NO BID
	BIKE ARROW - Thermoplastic	Each	NO BID	NO BID
	GOLF CROSSING - Thermoplastic	Each	NO BID	NO BID
	MERGE - Thermoplastic	Each	NO BID	NO BID
	ONLY - Thermoplastic	Each	NO BID	NO BID
	R/R - Thermoplastic	Each	NO BID	NO BID
	SCHOOL - Thermoplastic	Each	NO BID	NO BID
	STOP - Thermoplastic	Each	NO BID	NO BID

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "B"**

**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 Ohio

COUNTY OF Cuyahoga

The Undersigned authority, Susan Durante ("Affiant"), who being duly sworn, deposes and states that he/she is the Secretary/Treasurer (Title) of the Bidder Pavement Technology, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services, 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 10th day of October, 2023.

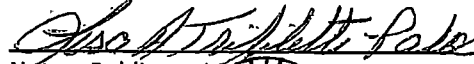

  
\_\_\_\_\_  
Signature of Affiant

Susan Durante  
\_\_\_\_\_  
Printed Name of Affiant

Secretary/Treasurer  
\_\_\_\_\_  
Printed Title of Affiant

Pavement Technology, Inc.  
\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10th day of October, 2023, by Susan Durante, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public  
My Commission Expires \_\_\_\_\_  
  
LISA A. TRIFILETTI-PALOS  
Notary Public  
State of Ohio  
My Comm. Expires  
January 17, 2028

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTAL



**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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	Please see attached		
FDOT Pre-Qualification – Flexible Paving	N/A		
FDOT Pre-Qualification – Hot Plant-Mixed Bituminous Courses	N/A		
FDOT Pre-Qualification – Pavement Marking	N/A		

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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
N/A					

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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

Pavement Technology, 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 Susan Durante, Secretary/Treasurer

10/10/23

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2023

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> McGowan & Company, Inc. 20595 Lorain Rd Fairview Park OH 44126	<b>CONTACT NAME:</b> Frances Lyons <b>PHONE (A/C, No, Ext):</b> 440.895.4359 <b>E-MAIL ADDRESS:</b> fl Lyons@mcgowaninsurance.com	<b>FAX (A/C, No):</b> 440-333-3214
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pavetec Technology, Inc 24144 Detroit Rd Westlake OH 44145	<b>INSURER A:</b> Travelers Property Casualty Co of America	
	<b>INSURER B:</b> Phoenix Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 508863473

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		DTCO324N6425	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <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	Y		8108L678293	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y		CUP2J391570	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<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	N/A	UB0K349145	3/1/2023	3/1/2024	PER STATUTE 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)

IFB 24-01 Countywide Pavement Maintenance and Rehabilitation Services

Certificate holder is included as an additional insured as required by written contract with respects to the General Liability. 10 day notice of cancellation for non-payment of premium, 30 day notice for all other reasons applies.

**CERTIFICATE HOLDER****CANCELLATION**

St. Johns County, Florida  
 500 Sans Sebastian View  
 St. Augustine FL 32084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# PAVEMENT TECHNOLOGY INC.

24144 DETROIT ROAD  
WESTLAKE, OHIO 44145  
(440) 892-1895  
(800) 333-6309  
FAX (440) 892-0953

Asphalt Recycling & Preventive Maintenance Specialists

## Experience Record Reclamite® Asphalt Rejuvenation Application

<u>City and Contact</u>	<u>Project Information</u>	<u>Using Reclamite® Since</u>
Polk County 3000 Sheffield Road Bartow, FL 33830 Austin Potts P: 865-535-2221 austinpotts@polk-county.net	2022 Rejuvenation 528,674 sq. yds. \$621,296.88	2015
Charlotte County 410 Taylor Street Punta Gorda, FL 33950 James Layport P: 941-575-3672 james.layport@charlottecountyfl.gov	2021 Rejuvenation 1,315,993 sq. yds. \$1,250,193.35	2004
City of Palm Bay 120 Malabar Road SE Palm Bay, FL 32907 Frank Watanabe P: 321-409-6341 frank.watanabe@palmbayflorida.org	2022 Pavement Preservation 1,639,540 sq. yds. \$1,887,235.00	2016
City of Plantation 400 NW 73 <sup>rd</sup> Avenue Plantation, FL 33317 Steve Rodgers P: 954-797-2200 srodgers@plantation.org	2022 Rejuvenation 318,703 sq. yds. \$302,169.35	2001
City of Port St. Lucie 121 SW Port St. Lucie Port St. Lucie, FL 34984 Thomas Salvador P: 772-370-5821 tsalvador@cityofpsl.com	2023 Rejuvenation 452,362 sq. yds. \$535,469.06	2002

BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES

ATTACHMENT "K"

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

I, Susan Durante ("Affiant"), being duly authorized by and on behalf of Pavement Technology, Inc. ("Respondent") hereby swears or affirms as follows:

- 1. The principal business address of Respondent is: 24144 Detroit Road, Westlake, OH 44145
2. I am duly authorized as Secretary/Treasurer (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 207.133(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 [redacted]. 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

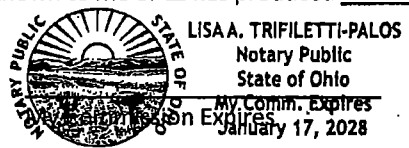
Susan Durante, Secretary/Treasurer
Printed Name & Title of Affiant

Pavement Technology, Inc.
Full Legal Name of Respondent

10/10/23
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 10th day of October, 2023, by Affiant, who is [X] personally known to me or [ ] has produced [ ] as identification.

Lisa A. Trifiletti Palos
Notary Public



BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES

ATTACHMENT "M"

E-VERIFY AFFIDAVIT

STATE OF Ohio  
COUNTY OF Cuyahoga

I, Susan Durante (hereinafter "Affiant"), being duly authorized by and on behalf of Pavement Technology, 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. 24-01 (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 10th day of October, 2023.

[Signature]  
Signature of Affiant

Susan Durante  
Printed Name of Affiant

Secretary/Treasurer  
Printed Title of Affiant

Pavement Technology, Inc.  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10th day of October, 2023, by Susan Durante who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires \_\_\_\_\_  
LISA A. TRIFILETTI-PALOS  
Notary Public  
State of Ohio  
My Comm. Expires  
January 17, 2028

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): Susan Durante

SIGNATURE: 

TITLE: Secretary/Treasurer

NAME OF FIRM: Pavement Technology, Inc.

DATE: 10/10/23





## ADDENDUM #2

September 25, 2023

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Division  
**Subject:** Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services

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. **REVISION TO THE COMPLETION TIME PERIOD FOR THE MINIMUM FIVE (5) FULL DEPTH RECLAMATION PROJECT REFERENCES:** Under "Specifications Section F – In-Place Recycling – Reconstruction with Asphalt Emulsion and Cement Blend Specification (Full Depth Reclamation) – Experience", completion time period for a minimum of five (5) In-Place Recycling-Reconstruction (with emulsion and cement blend stabilization) project references has been revised from within the past two years to four years, as follows:

"**Experience:** All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant-mixed bituminous courses. Bidders must submit with the bid a minimum of five (5) In-Place Recycling-Reconstruction (with emulsion and cement blend stabilization) project references from a City or County in the State of Florida, that have been completed within the past four (4) years."

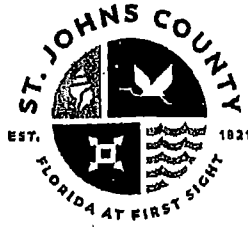
2. **REVISION TO SPECIFICATIONS REGARDING OWNERSHIP OF EQUIPMENT FOR FULL DEPTH RECLAMATION (FDR):** Under "Specifications Section F – In-Place Recycling – Reconstruction with Asphalt Emulsion and Cement Blend Specification (Full Depth Reclamation) – Experience", the ownership requirement for three (3) or more Road Reclaimers has been reduced to two (2), and the requirement for ownership of two (2) or more Milling Machines been removed. Revised verbiage is as follows:

"The Contractor shall have in their possession at the time of bidding, two (2) or more Road Reclaimers as described in the equipment section of the specification."

### Questions/Answers:

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

1. Can the requirement for the Contractor own three (3) road reclaimers be modified to state that the Contractor only needs to own two (2)?  
**Answer:** Requirement is reduced to requiring the Contractor owning two (2) road reclaimers (see "Revisions/Clarifications #2 above).



### ADDENDUM #3

October 9, 2023

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services**

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. Attachment "A" – Unit Cost Proposal has been revised as follows and is attached to this Addendum:
  - a. Unit of measure of pay item "L-2 – Striping: White – Skip" changed to "GM";
  - b. Unit of measure of pay item "L-7 – Striping: Yield Triangles (both painted and thermoplastic)" changed to "Per Triangle";
  - c. Pay items for "Manhole Adjustment" and "Manhole Valve Adjustment" have been added under "L-9 – Miscellaneous"; and
  - d. Pay Item for "Mailbox Replacement" has been added under "L-0 – Miscellaneous."

**Bidders must use the revised Attachment "A" in their submitted bids.** Failure to use the Revised Attachment "A" – Unit Cost Proposal per Addendum #3 may result in the submittal being deemed non-responsive.

2. Attachment "A" – Unit Cost Proposal (Revised Per Addendum #3) 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. Can the County provide a bid form in excel format?  
**Answer: See Revisions/Clarifications #2 above.**
2. Referencing pay item L-2, please confirm unit of "LF." Can you County change this to "GM." This will be consistent with pay item L-4.  
**Answer: Unit of measure for pay item "L-2 – Striping: White – Skip" has been revised to "GM". See Revisions/Clarifications #1a above.**
3. Please confirm unit for Yield Triangles (item L-7). FDOT method of payment of this item is "LF" not "Each". If "Each" remains, please advise what constitutes 1 EA (i.e. per location or per triangle).  
**Answer: Unit of measure for pay item "L-7 " – Yield Triangle (painted and thermoplastic) has been revised to "Per Triangle". See Revisions/Clarifications #1b above.**

**Pavement  
Technology,  
Inc.**

24144 Detroit Rd.  
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895

Fax: 440-892-0953

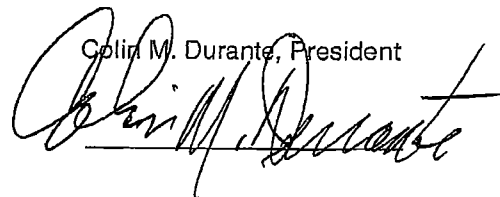
**CORPORATE RESOLUTION**

Pavement Technology, Inc.

I hereby certify that I am the Founder and President of Pavement Technology, Inc., a corporation duly organized and existing under the laws of the State of Ohio; that on this 2<sup>nd</sup> day of January, 2007, the board of directors of said Corporation authorized and approved the Secretary/Treasurer of said corporation to execute any proposals and contracts for and in behalf of said corporation; that said authority is not contrary to any provision in the articles of incorporation or code of regulations or code of bylaws of said corporation; that said authority has not been rescinded or modified and that Susan J. Durante is the duly elected and acting Secretary/Treasurer of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 2<sup>nd</sup> day of January, 2007.

Colin M. Durante, President





**EMULSIONS**  
INC.

Quality Products and Dependable Service Since 1981

Licensed Manufacturer  
Tricor Refining, LLC  
Producers of Golden Bear® Preservation Products

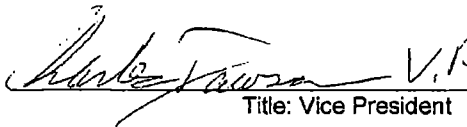
### CERTIFICATE OF COMPLIANCE

TO WHOM IT MAY CONCERN

PRODUCT: RECLAMITE®

IT IS HEREBY CERTIFIED THAT THE ABOVE PRODUCT DESIGNATED HEREON CONFORMS TO THE APPLICABLE SPECIFICATIONS FOR THE PRODUCT SO INDICATED, AND THAT PAVEMENT TECHNOLOGY, INCORPORATED HAS BEEN AN AUTHORIZED APPLICATOR FOR D & D EMULSIONS, INC., AN AUTHORIZED LICENSED MANUFACTURER FOR TRICOR REFINING, LLC.

Date: January 16, 2023 Approved by:

 V.P.  
Title: Vice President

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# **Evaluation of Seal Coat Runway 16-34 Lajes Field, Azores**

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by  
**J. E. Pickert**

**Geotechnical Laboratory  
U.S. Army Engineer Waterways Experiment Station  
P.O. Box 631  
Vicksburg, Mississippi**

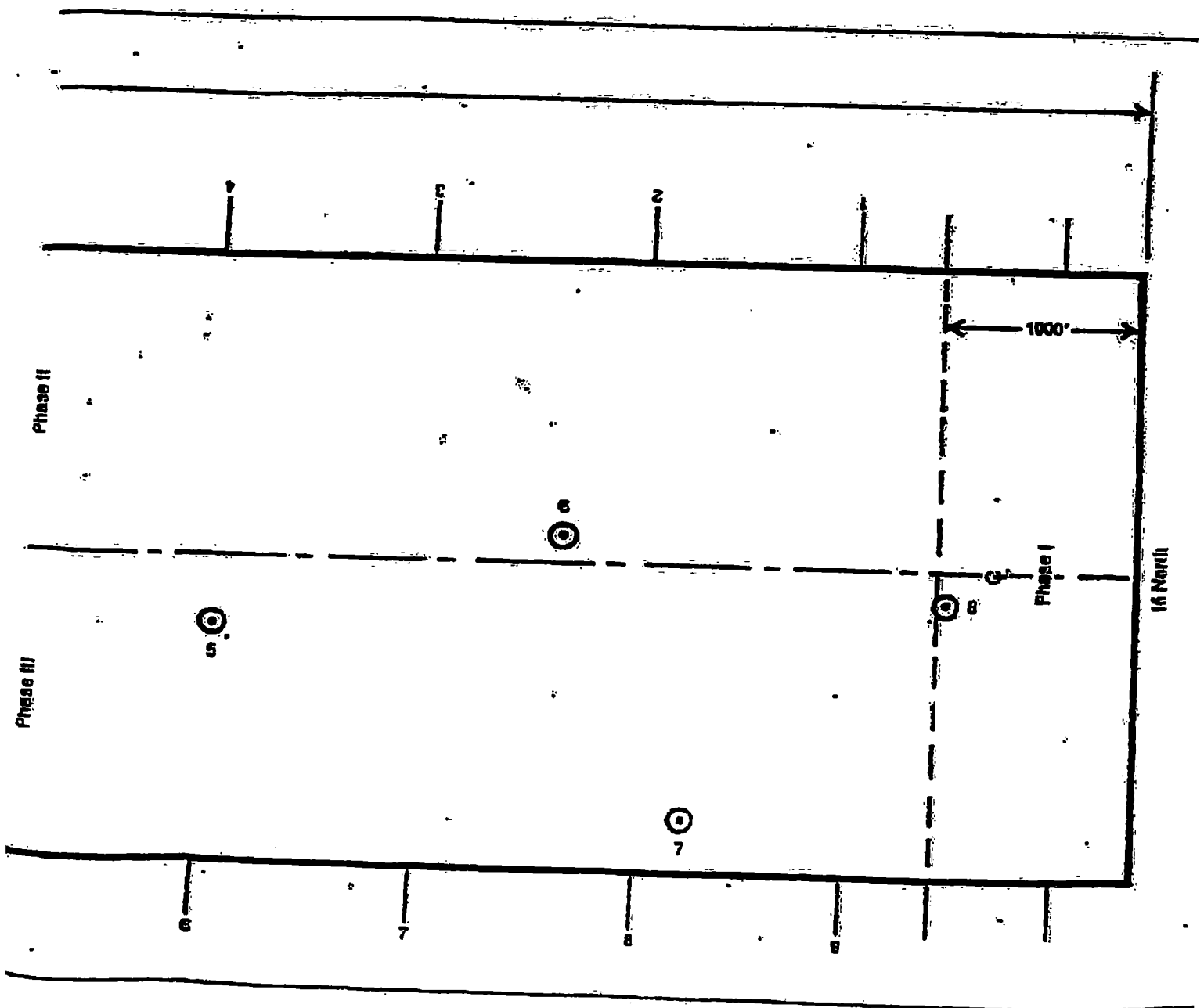
**March 1983**

**Pavement Technology, Inc.**  
*Preventive Maintenance Specialists*  
24144 Detroit Rd.  
Westlake, OH 44145  
1-800-333-6309



done so the runway could remain open to traffic during treatment. Before treatment, one set of three 6-in. cores were taken at each of eight locations, selected at random throughout the runway, two sets from Phase I and three sets each from Phases II and III. Core locations are shown on Incl 1. After treatment, three additional cores were taken at each location within 2 to 4 ft of the original core locations and in the same construction lane.

The samples were processed by sawing 3/8 of material from the upper surface. The asphalt was extracted from this 3/8-in.-th sample and recovered; untreated samples were processed at the field laboratory at Lajes. The recovered asphalt and treated samples were returned to WES for processing and penetration and viscosity testing. Results of these laboratory tests are summarized in Table I. Test results indicate the rejuvenation of



# Construction seal.



Reclamite was used as a construction seal. For comparison, the lower left area was not treated.



Reclamite was used as a construction seal on the dry areas of the pavement. Untreated areas are still wet from water penetrating the surface.



Reclamite was used as a construction seal on the dry areas of the pavement.

Penetration values of asphalt extracted from cores (New Mexico Highway Department).

Core	Reclamite treated (2 years)	
	Depth	Value
1	Top 1/4"	52
2	Top 1/4"	48
3	Top 1/4"	40
Untreated		
4	Top 1/4"	17
5	Top 1/4"	23
6	Top 1/4"	22

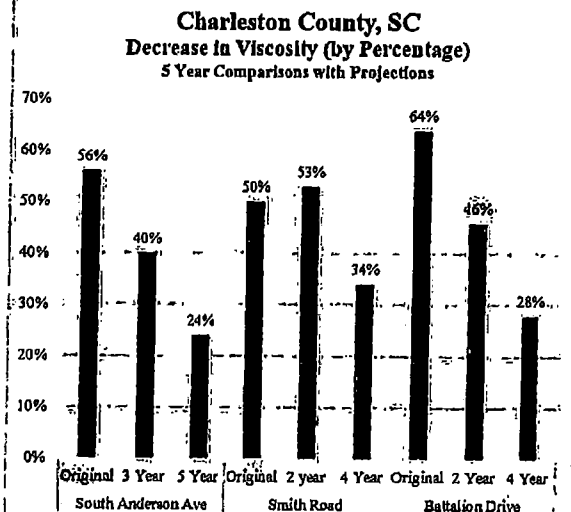
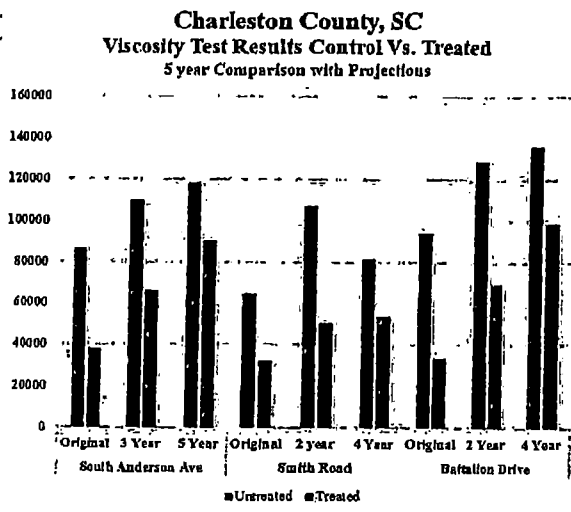
Penetration values of asphalt extracted from cores (Douglas Street, Kern County, Calif.).

Depth	Reclamite treated	
	6 mos.	30 mos.
Top 1/2"	87	25
Untreated		
Top 1/2"	18	13

Penetration values of asphalt on cores taken at intervals over period of time (Day Street, Kern County, Calif.).

Depth	Reclamite treated		
	2 mos.	18 mos.	36 mos.
Top 1/2"	82	48	40
Untreated			
Top 1/2"	23	19	16

Sample Identification	Viscosity 60° C, Poises		
	Original	3 Year	5 Year
<b>South Anderson Avenue</b>			
Untreated	86177	109950	118490
Treated	38220	66424	90198
Percentage Decrease	56%	40%	24%
<b>Smith Road</b>			
Untreated	64993	107220	81289
Treated	32426	50643	53746
Percentage Decrease	50%	53%	34%
<b>Battalion Drive</b>			
Untreated	94533	128750	136340
Treated	33743	69437	98896
Percentage Decrease	64%	46%	28%





**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Pavement Technology Inc. as Principal, and Travelers Casualty & Surety Company of America as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Thousand & 00/100 \*\*\*\*\* Dollars (\$ 5,000.00 ) 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**  
**COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**  
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 11th day of October 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.

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than EIGHT

No. 0 22089

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
THOMAS B MCGOWAN, IV	ALL OF	ALL
CAREN CAMPANALIE	FAIRVIEW PARK, OHIO	\$100,000,000
LAURA S. GUNDLACH		
CLAUDIA RODGERS		
LEE STACEY		
SUSANNAH FOREMAN		
FRANCES LYONS		
DAWN CROSSLAND		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of OCTOBER 2022

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26TH day of OCTOBER, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 11th day of October, 2023



*Atty L C B*

Assistant Secretary

**TRAVELERS CASUALTY AND  
SURETY COMPANY OF AMERICA**

Is hereby authorized to transact  
insurance in the State of Florida.

This certificate signifies that the company  
has satisfied all requirements of the  
Florida Insurance Code for the issuance  
of a license and remains subject to  
all applicable laws of Florida.

Date of Issuance: October 23, 1985  
No. 97-06-0907370



Bill Nelson  
Treasurer and Insurance Commissioner



**Florida  
Department  
of Insurance**

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

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

**PROJECT: COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

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

DATE SUBMITTED: October 18, 2023

**BID PROPOSAL OF**

Preferred Materials, Inc.

Full Legal Company Name

11482 Columbia Park Dr W, Ste 3 Jacksonville, FL 32258 904-288-6300

904-288-6301

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: 24-01; Countywide Pavement Maintenance and Rehabilitation Services** 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:

The following Total Unit Costs Per Category, Per Zone from Attachment "A" – Unit Price Proposal shall include all labor, materials, equipment, and any other additional charges including, but not limited to, mobilization and maintenance of traffic (MOT) required to accomplish the work of the Unit Cost. Zone A covers all areas South of County Road 214 and Zone B covers are areas North of County Road 214.

Bidders are not required to bid each Category or Zone, but **MUST** provide unit pricing for **ALL** line items listed under each Category per Zone they are capable of providing services and have prior applicable experience. If not bidding a specific Category or Zone, Bidders are to input "NO BID" in the unit price field.

**FOR: COUNTYWIDE PAVEMENT MANAGEMENT AND REHABILITATION CONTINUING SERVICES**

**CATEGORY "A" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 551.16  
Amount Written in Numerals

ZONE B: \$ 598.61  
Amount Written in Numerals

**CATEGORY "B" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ 7,124.15  
Amount Written in Numerals

ZONE B: \$ 7,303.97  
Amount Written in Numerals

**CATEGORY "C" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ No Bid  
Amount Written in Numerals

ZONE B: \$ No Bid  
Amount Written in Numerals

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

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

No.:   1   Date Received: 9/14/2023

No.:   2   Date Received: 9/25/2023

No.:   3   Date Received: 10/09/2023

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 Thousand Dollars (\$5,000.00)**, payable to the Owner, 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.

**CATEGORY A - MILLING - Continued**

Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
A-3	Milling - 2" Over 50,000	Sq. Yd.	\$ 4.05	\$ 4.71
A-4	Milling - 2.5" 0 - 1,000	Sq. Yd.	\$ 19.03	\$ 20.35
	Milling - 2.5" 1,001 - 5,000	Sq. Yd.	\$ 7.66	\$ 8.98
	Milling - 2.5" 5,001 - 25,000	Sq. Yd.	\$ 5.39	\$ 6.44
	Milling - 2.5" 25,001 - 50,000	Sq. Yd.	\$ 5.14	\$ 6.34
	Milling - 2.5" Over 50,000	Sq. Yd.	\$ 5.14	\$ 6.34
A-5	Milling - 3" 0 - 1,000	Sq. Yd.	\$ 19.03	\$ 20.35
	Milling - 3" 1,001 - 5,000	Sq. Yd.	\$ 14.64	\$ 12.15
	Milling - 3" 5,001 - 25,000	Sq. Yd.	\$ 13.62	\$ 9.42
	Milling - 3" 25,001 - 50,000	Sq. Yd.	\$ 13.62	\$ 9.42
	Milling - 3" Over 50,000	Sq. Yd.	\$ 13.62	\$ 9.42
A-6	Milling - 3.5" 0 - 1,000	Sq. Yd.	\$ 20.35	\$ 21.67
	Milling - 3.5" 1,001 - 5,000	Sq. Yd.	\$ 11.50	\$ 17.09
	Milling - 3.5" 5,001 - 25,000	Sq. Yd.	\$ 9.72	\$ 14.13
	Milling - 3.5" 25,001 - 50,000	Sq. Yd.	\$ 9.72	\$ 11.31
	Milling - 3.5" Over 50,000	Sq. Yd.	\$ 11.83	\$ 11.31
A-7	Milling - 4" 0 - 1,000	Sq. Yd.	\$ 20.35	\$ 21.67
	Milling - 4" 1,001 - 5,000	Sq. Yd.	\$ 11.50	\$ 13.47
	Milling - 4" 5,001 - 25,000	Sq. Yd.	\$ 10.80	\$ 12.56
	Milling - 4" 25,001 - 50,000	Sq. Yd.	\$ 10.80	\$ 12.56
	Milling - 4" Over 50,000	Sq. Yd.	\$ 10.80	\$ 12.56
A-8	Milling - 5" 0 - 1,000	Sq. Yd.	\$ 21.67	\$ 22.99
	Milling - 5" 1,001 - 5,000	Sq. Yd.	\$ 15.33	\$ 17.96
	Milling - 5" 5,001 - 25,000	Sq. Yd.	\$ 13.89	\$ 16.15
	Milling - 5" 25,001 - 50,000	Sq. Yd.	\$ 13.89	\$ 16.15
	Milling - 5" Over 50,000	Sq. Yd.	\$ 13.89	\$ 16.15
A-9	Milling - 6" 0 - 1,000	Sq. Yd.	\$ 27.14	\$ 30.66
	Milling - 6" 1,001 - 5,000	Sq. Yd.	\$ 21.67	\$ 24.31
	Milling - 6" 5,001 - 25,000	Sq. Yd.	\$ 18.39	\$ 21.56
	Milling - 6" 25,001 - 50,000	Sq. Yd.	\$ 18.39	\$ 21.56
	Milling - 6" Over 50,000	Sq. Yd.	\$ 18.39	\$ 21.56
A-10	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 0 - 1,000	Cu. Yd.	\$ 3.00	\$ 3.00
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 1,001 - 5,000	Cu. Yd.	\$ 3.00	\$ 3.00
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 5,001 - 25,000	Cu. Yd.	\$ 3.00	\$ 3.00

CATEGORY "B" - STRUCTURAL OVERLAY - ASPHALT TYPES - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
B-5	12.5 F.C. Asphalt: 1,001 - 5,000	Ton	\$ 221.48	\$ 231.06
	12.5 F.C. Asphalt: 5,001 - 10,000	Ton	\$ 218.75	\$ 227.54
	12.5 F.C. Asphalt: Over 10,000	Ton	\$ 218.75	\$ 227.54
			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
CATEGORY "B" TOTAL UNIT PRICING PER ZONE: (Instructions: enter Total of line item pricing for each Zone of Category "B")			\$ 7,124.15	\$ 7,303.97
CATEGORY "C" - CHIP SEAL / FOG SEAL				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
C-1	Single Chip Seal (#89 Stone): 0 - 25,000	Sq. Yd.	No Bid	No Bid
	Single Chip Seal (#89 Stone): 25,001 - 50,000	Sq. Yd.	No Bid	No Bid
	Single Chip Seal (#89 Stone): 50,001 - 100,000	Sq. Yd.	No Bid	No Bid
	Single Chip Seal (#89 Stone): Over 100,000	Sq. Yd.	No Bid	No Bid
C-2	Double Chip Seal (#57 & 89 Stone): 0 - 25,000	Sq. Yd.	No Bid	No Bid
	Double Chip Seal (#57 & 89 Stone): 25,001 - 50,000	Sq. Yd.	No Bid	No Bid
	Double Chip Seal (#57 & 89 Stone): 50,001 - 100,000	Sq. Yd.	No Bid	No Bid
	Double Chip Seal (#57 & 89 Stone): Over 100,000	Sq. Yd.	No Bid	No Bid
C-3	Triple Chip Seal: 0 - 25,000	Sq. Yd.	No Bid	No Bid
	Triple Chip Seal: 25,001 - 50,000	Sq. Yd.	No Bid	No Bid
	Triple Chip Seal: 50,001 - 100,000	Sq. Yd.	No Bid	No Bid
	Triple Chip Seal: Over 100,000	Sq. Yd.	No Bid	No Bid
C-4	Fog Seal: 0 - 25,000	Sq. Yd.	No Bid	No Bid
	Fog Seal: 25,001 - 50,000	Sq. Yd.	No Bid	No Bid
	Fog Seal: 50,001 - 100,000	Sq. Yd.	No Bid	No Bid

**CATEGORY "F" - IN-PLACE RECYCLING - RECONSTRUCTION (FULL DEPTH RECLAMATION)**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)	
			Unit Price	Unit Price	
F-1	Full Depth Reclamation - Pulverization:	0 - 25,000	Sq. Yd.	No Bid	No Bid
	Full Depth Reclamation - Pulverization:	25,001 - 50,000	Sq. Yd.	No Bid	No Bid
	Full Depth Reclamation - Pulverization:	50,001 - 100,000	Sq. Yd.	No Bid	No Bid
	Full Depth Reclamation - Pulverization:	Over 100,000	Sq. Yd.	No Bid	No Bid
F-2	Full Depth Reclamation - Cement - Cement Treated Base:	0 - 25,000	Ton	No Bid	No Bid
	Full Depth Reclamation - Cement - Cement Treated Base:	25,001 - 50,000	Ton	No Bid	No Bid
	Full Depth Reclamation - Cement - Cement Treated Base:	50,001 - 100,000	Ton	No Bid	No Bid
	Full Depth Reclamation - Cement - Cement Treated Base:	Over 100,000	Ton	No Bid	No Bid
F-3	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base:	0 - 25,000	Gallon	No Bid	No Bid
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base:	25,001 - 50,000	Gallon	No Bid	No Bid
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base:	50,001 - 100,000	Gallon	No Bid	No Bid
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base:	Over 100,000	Gallon	No Bid	No Bid
F-4	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base:	0 - 25,000	Gallon	No Bid	No Bid
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base:	25,001 - 50,000	Gallon	No Bid	No Bid
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base:	50,001 - 100,000	Gallon	No Bid	No Bid
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base:	Over 100,000	Gallon	No Bid	No Bid
F-5	Full Depth Reclamation - Added Rap or Aggregates:		Ton	No Bid	No Bid
F-6	Full Depth Reclamation - Shoulder Rework		LF	No Bid	No Bid



<b>CATEGORY "I" - TRAFFIC LOOP REPLACEMENT</b>				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
I-1	Traffic Loop Replacement - Type B (FDOT Item #660-2-102)	Each	\$ 2,000.00	\$ 2,000.00
I-2	Traffic Loop Replacement - Type F (FDOT Item #660-2-106)	Each	\$ 2,000.00	\$ 2,000.00
I-3	Traffic Loop Replacement - Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$ 2,500.00	\$ 2,500.00
<b>CATEGORY "I" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "I")			\$ 6,500.00	\$ 6,500.00
<b>CATEGORY "J" - SODDING</b>				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
J-1	Sod	Sq. Yd.	No Bid	No Bid
<b>CATEGORY "J" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "J")			\$ -	\$ -
<b>CATEGORY "K" - VARIABLE MESSAGE BOARDS</b>				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
K-1	Variable Message Board	Per Board Per Day	\$ 20.00	\$ 20.00
<b>CATEGORY "K" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "K")			\$ 20.00	\$ 20.00
<b>CATEGORY "L" - STRIPING / PAVEMENT MARKINGS</b>				
Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
L-1	<b>STRIPING: WHITE - SOLID</b>			
	White Solid - 4" Painted	NM	\$ 670.00	\$ 670.00
	White Solid - 6" Painted	NM	\$ 1,700.00	\$ 1,700.00

**CATEGORY "L" - STRIPING / PAVEMENT MARKINGS - Continued**

Item #	Item Description	Unit of Measure	Zone A	Zone B
			(All areas South of CR-214)	(All areas North of CR-214)
			Unit Price	Unit Price
<b>L-5 STRIPING: YELLOW DOUBLE</b>				
	Yellow Double - 4" Painted	NM	\$ 650.00	\$ 650.00
	Yellow Double - 6" Painted	NM	\$ 1,450.00	\$ 1,450.00
	Yellow Double - 4" Thermoplastic	NM	\$ 2,000.00	\$ 2,000.00
	Yellow Double - 6" Thermoplastic	NM	\$ 7,000.00	\$ 7,000.00
<b>L-6 AUDIBLE &amp; VIBRATORY PAVEMENT MARKINGS</b>				
	Yellow-Skip - 6" Thermoplastic	GM	\$ 2,050.00	\$ 2,050.00
	White Solid - 4" Thermoplastic	NM	\$ 2,550.00	\$ 2,550.00
	White Solid - 6" Thermoplastic	NM	\$ 4,000.00	\$ 4,000.00
<b>L-7 PAVEMENT MARKINGS</b>				
	AHEAD - Painted	Each	\$ 85.00	\$ 85.00
	BIKE - Painted	Each	\$ 85.00	\$ 85.00
	BIKE ARROW - Painted	Each	\$ 85.00	\$ 85.00
	GOLF CROSSING - Painted	Each	\$ 100.00	\$ 100.00
	MERGE - Painted	Each	\$ 90.00	\$ 90.00
	ONLY - Painted	Each	\$ 85.00	\$ 85.00
	R/R - Painted	Each	\$ 150.00	\$ 150.00
	SCHOOL - Painted	Each	\$ 90.00	\$ 90.00
	STOP - Painted	Each	\$ 90.00	\$ 90.00
	THROUGH LANE USE ARROW - Painted	Each	\$ 65.00	\$ 65.00
	TURN AND THROUGH LANE TURN ARROW - Painted	Each	\$ 70.00	\$ 70.00
	TURN LANE USE ARROW - Painted	Each	\$ 65.00	\$ 65.00
	YIELD TRIANGLES - Painted (Revised per Addendum #3)	Per Triangle	\$ 125.00	\$ 125.00
	AHEAD - Thermoplastic	Each	\$ 130.00	\$ 130.00
	BIKE - Thermoplastic	Each	\$ 120.00	\$ 120.00
	BIKE ARROW - Thermoplastic	Each	\$ 200.00	\$ 200.00
	GOLF CROSSING - Thermoplastic	Each	\$ 175.00	\$ 175.00
	MERGE - Thermoplastic	Each	\$ 150.00	\$ 150.00
	ONLY - Thermoplastic	Each	\$ 130.00	\$ 130.00
	R/R - Thermoplastic	Each	\$ 250.00	\$ 250.00
	SCHOOL - Thermoplastic	Each	\$ 150.00	\$ 150.00
	STOP - Thermoplastic	Each	\$ 130.00	\$ 130.00

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "B"**

**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.

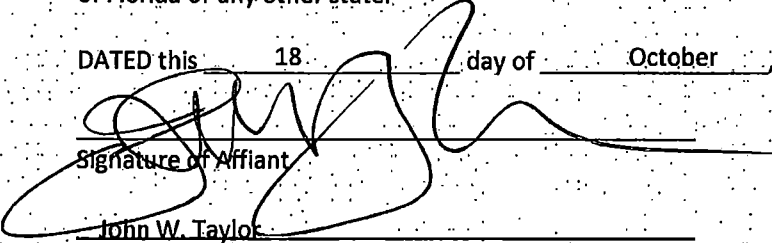
STATE OF Florida

COUNTY OF Duval

The Undersigned authority, John W. Taylor ("Affiant"), who being duly sworn, deposes and states that he/she is the Vice President (Title) of the Bidder Preferred Materials, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services, 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 18 day of October, 2023.



Signature of Affiant

John W. Taylor

Printed Name of Affiant

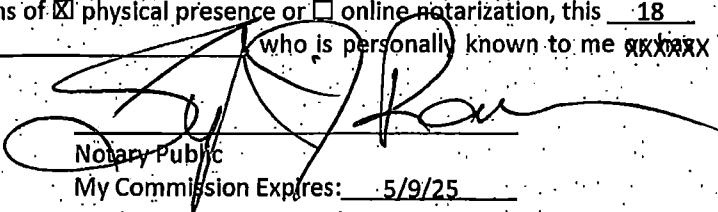
Vice President

Printed Title of Affiant

Preferred Materials, Inc.

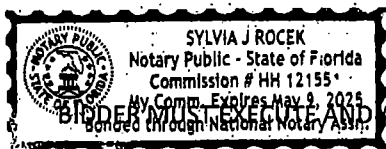
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 18 day of October, 2023, by John W Taylor who is personally known to me ~~XXXX~~  
~~produced XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX as Next of Kin XXX~~



Notary Public

My Commission Expires: 5/9/25



**BIDDER MUST REVIEW AND ATTACH THIS AFFIDAVIT TO SUBMITTED BID.**

**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis  
 December 31, 2022  
 (In thousands)


ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS
Cash and Short-Term Investments		Outstanding Losses and Loss Expenses
United States Government, State and Municipal Bonds		Reinsurance Payable on Losses and Expenses
Other Bonds		Unearned Premiums
Stocks		Ceded Reinsurance Premiums Payable
Other Invested Assets		Other Liabilities
<b>TOTAL INVESTMENTS</b>		<b>TOTAL LIABILITIES</b>
Investments in Affiliates:		Capital Stock
Great Northern Ins. Co.		Paid-In Surplus
Vigilant Ins. Co.		Unassigned Funds
Chubb Indemnity Ins. Co.		<b>SURPLUS TO POLICYHOLDERS</b>
Chubb National Ins. Co.		
Other Affiliates		
Premiums Receivable		
Other Assets		
<b>TOTAL ADMITTED ASSETS</b>		<b>TOTAL LIABILITIES AND SURPLUS</b>

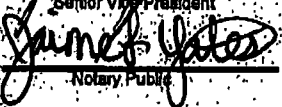
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of \$512,747,632 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA  
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2022.

Sworn before me this March 16, 2023

  
 Senior Vice President

  
 Notary Public

September 19, 2023  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Jaime L. Yates, Notary Public  
 Philadelphia County  
 My commission expires September 18, 2023  
 Commission Number 1397070  
 Member, Pennsylvania Association of Notaries

# *State of Florida*

## *Department of State*

I certify from the records of this office that **PREFERRED MATERIALS, INC.** is a Georgia corporation authorized to transact business in the State of Florida, qualified on September 1, 1989.

The document number of this corporation is P25884.

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 April 19, 2023, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-third day of May, 2023*



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

*Secretary of State*

**Tracking Number: 4277362380CU**

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

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

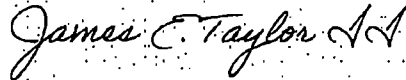
PREFERRED MATERIALS INC.

May 4, 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 black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII:cg

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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
TRP Construction Group	Pavement Markings	Buck Adams	904-814-8410 BuckA@TRPConstructiongroup.com	N	1.6%
James D Hinson Electrical Contracting Company, Inc	Electrical	Dan Hinson	904-262-3805 DHinson@HinsonFL.com	N	.17%

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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

Preferred Materials, 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 John W Taylor - Vice President

10/18/2023  
Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2023

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> Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403  www.LibertyMutual.com	<b>CONTACT NAME:</b> Valerie Reece
	<b>PHONE (A/C No, Ext):</b> 513-867-3822 <b>FAX (A/C No):</b>
	<b>E-MAIL ADDRESS:</b> Oldcastle.certs@LibertyMutual.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	<b>NAIC #</b> 23035
<b>INSURER B:</b> Liberty Insurance Corporation	42404
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 75736876**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-C81-004095-113  XCU Coverage Included	9/1/2023	9/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-C81-004095-123  AS2-C81-054502-523 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WA7-C8D-004095-023 All except OH, ND, WA, WY	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B				WC7-C81-004095-013 WI, MN	9/1/2023	9/1/2024	

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

St. Johns County BOCC is listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract. Waiver of subrogation is included in favor of the additional insured, where required by written contract and where applicable by law.

<b>CERTIFICATE HOLDER</b>  St. Johns County BOCC 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   Valerie Reece
--	---

Typical contracts completed within the last 5 years

Job Name	Contract Amount	Owner	Phone #	Work Performed	Year Started	Year Completed
Georgia Pacific Sites	\$ 2,204,698.56	Moretrench	813-741-0256	Milling & Paving	2019	2019
COJ North, SE, West Areas	\$ 7,000,000.00	City of Jacksonville	904-255-7859	Milling & Paving	2018	2022
COJ CDBG Area	\$ 7,000,000.00	City of Jacksonville	904-255-7859	Milling & Paving	2018	2022
E2V33 - SR105 Heckscher Dr - Duval	\$ 2,694,174.71	FDOT	850-414-4100	Milling & Paving	2017	2018
E2V29- SR 10 Beaver St- Duval Co	\$ 4,657,688.35	FDOT	850-414-4101	Milling & Paving	2017	2018
E2V54 - SR 126 ( Emerson ) Duval Co	\$ 1,207,306.41	FDOT	850-414-4102	Milling & Paving	2017	2018
E2V95 - SR 115 ( Lem Turner ) Duval Co	\$ 4,081,125.03	FDOT	850-414-4103	Milling & Paving	2017	2019
T2676- SR 116 ( Wonderwood) Duval Co	\$ 1,623,695.79	FDOT	850-414-4104	Milling & Paving	2018	2018
St. Marks Landfill	\$ 1,233,265.37	JB Coxwell	904-786-1120	Milling & Paving	2018	2018
T2695 - SR 5 & SR 13 (Kings Ave)	\$ 3,836,182.65	FDOT	850-414-4104	Milling & Paving	2018	2018
Cecil Airport Runway 9L/27R Rehab	\$ 1,709,082.37	JAA	904-741-2000	Milling & Paving	2019	2019
Herlong Airport Runway 11-29 -Taxiway C&D Rehab	\$ 4,398,897.43	JAA	905-741-2000	Milling & Paving	2019	2019
T2571 - I-75 NORTH (SR222 to US441) Alachua Co	\$ 23,206,023.00	FDOT	850-414-4104	Milling & Paving	2015	2017
T2611 - I-75 MID (SR121 to US222) Alachua Co	\$ 16,425,386.46	FDOT	850-414-4104	Milling & Paving	2016	2018
SR 55 ( US 221) Taylor County	\$ 1,797,592.03	FDOT	850-414-4104	Milling & Paving	2017	2018
T2687 US 441 fm NW 167th Blvd to Columbia CL	\$ 5,141,768.40	FDOT	850-414-4104	Milling & Paving	2018	2019
T2718 SR 49 (US 129) Fr SR 55 To Gilchrist CL	\$ 2,814,543.84	FDOT	850-414-4104	Milling & Paving	2019	2019
T2730 - SR 100 - Columbia Co (Lulu)	\$ 2,680,387.85	FDOT	850-414-4104	Milling & Paving	2019	2019
The Villages at Gainesville	\$ 80,042.84	Andrews Paving	386-462-1115	Milling & Paving	2019	2019
PGA - TV Compound & Couples Entry Walkway	\$ 98,804.69	JB Coxwell	904-786-1120	Milling & Paving	2019	2019
Wells Creek	\$ 398,659.15	Vallencourt	904-291-9330	Milling & Paving	2019	2019
Mayo Clinic Parking Lot E3	\$ 108,954.52	JB Coxwell	904-786-1120	Milling & Paving	2019	2019
MCCDD Pavement Rehab 2019 ( Palencia)	\$ 266,157.59	Marshall Creek CDD	904-810-0520	Milling & Paving	2019	2019
Shearwater Pod 1 - Overlay	\$ 50,940.04	Vallencourt	904-291-9330	Milling & Paving	2019	2019
GP Paving	\$ 1,841,941.05	Yates Construction	904-714-1376	Milling & Paving	2019	2020
Grand Oaks Subdivison	\$ 92,555.04	Pinnacle Site Solution	352 727-4532	Milling & Paving	2019	2020
Silverleaf Parcel 17 Amenity Center	\$ 96,650.00	JB Coxwell	904-786-1120	Milling & Paving	2020	2021
Silverleaf Parcel 17C	\$ 119,358.77	JB Coxwell	904-786-1120	Milling & Paving	2020	2021
Palencia Roadway Imp.	\$ 155,007.94	MCCDD	904-810-0520	Milling & Paving	2021	2021
Pine Island Road	\$ 94,842.34	Vallencourt	904-291-9330	Milling & Paving	2021	2021
Colonnade Drive	\$ 115,636.85	Vallencourt	904-291-9330	Milling & Paving	2021	2021
Crosswater Parkway	\$ 199,114.17	Vallencourt	904-291-9330	Milling & Paving	2021	2021
SR 200	\$ 7,102,981.00	JB Coxwell	904-786-1120	Milling & Paving	2016	2021
CR 210	\$ 2,278,841.00	Vallencourt	904-291-9330	Milling & Paving	2016	2021
T2701 - I-95/SR 9 at Airport Road	\$ 1,254,068.58	Watson Civil	904-257-2723	Milling & Paving	2018	2021
14th Street Improvements	\$ 564,015.90	FL Infrastructure	904-900-2209	Milling & Paving	2019	2019
T2687 US 441 fm NW 167th Blvd to Columbia CL	\$ 5,141,768.40	FDOT	850-414-4104	Milling & Paving	2018	2019
T2759 - SR 20 ( SE Hawthorne Rd) fr SR 26 to E of CR329B	\$ 4,035,736.39	FDOT	850-414-4104	Milling & Paving	2021	2021
CR 315C Shoulder Improvements & Paving	\$ 2,776,801.03	Clay Co BOCC	904-269-6352	Milling & Paving	2021	2021
Gateway Logistics Center (Westlake)	\$ 2,256,364.35	Vallencourt	904-291-9330	Milling & Paving	2022	2023
Imeson North Signal	\$ 468,399.45	Vallencourt	904-291-9330	Milling & Paving	2022	2023
T2836 - SR 10 ( US 90) Duval County	\$ 4,069,827.01	FDOT	850-414-4104	Milling & Paving	2022	2023
SE Toyota Facility	\$ 203,170.00	Baker Constructors		Milling & Paving	2023	2023



**Preferred**  
**MATERIALS, INC.**  
A CRH COMPANY

Preferred Materials, Inc.  
11482 Columbia Park Dr. W  
Suite 3  
Jacksonville, FL 32258

T (904) 288 6300  
F (904) 288 6301

[www.preferredmaterials.com](http://www.preferredmaterials.com)

## Re: Claims, Lawsuits, Arbitration

Like all business entities, Preferred Materials, Inc. ("PMI") is involved in a variety of claims, lawsuits, or arbitration proceedings within the normal course of business. For that reason, PMI maintains insurance or bonds which provide coverage for these claims, lawsuits, or arbitration proceedings.

If PMI is ultimately found liable for a judgment or award, PMI, its insurers, or sureties satisfy the judgment as required by law.

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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): John W. Taylor

SIGNATURE: 

TITLE: Vice President

DATE: 10/18/2023

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Preferred Materials, Inc

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "N"**  
**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



**ADDENDUM #1**

September 14, 2023

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services**

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

**Revisions/Clarifications:**

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

1. The following verbiage has been added to the Bid Document and the Revised Bid Document has been uploaded to: www.DemandStar.
  - 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 "N" – Equal Opportunity Report Statement** has been added to the Bid document and is attached to this Addendum.

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

**Bidder Acknowledgment:**

Signature

John W Taylor - Vice President

Printed Name/Title Authorized Representative

Preferred Materials, Inc.

Respondent Company Name

**END OF ADDENDUM NO. 1**



2. Since milling machines are not needed for Full Depth Reclamation (FDR) work, can the specification that the contractor own two (2) be waived?

**Answer: The requirement of owning two (2) milling machines for FDR work has been removed (see "Revisions/Clarifications #2 above).**

3. Can the requirement of five (5) FDR projects in the past two years be modified to five (5) projects in the past four (4) years?

**Answer: Requirement has been revised to five (5) projects in the past four (4) years (see "Revisions/Clarifications #1 above).**

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

**Bidder Acknowledgment:**

Signature

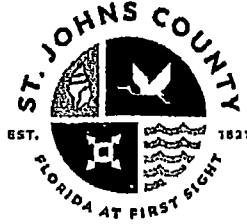
**John W. Taylor, Vice President**

Printed Name/Title Authorized Representative

**Preferred Materials, Inc.**

Respondent Company Name

**END OF ADDENDUM NO. 2**



4. Referring to section 1.4 Supplemental Services, please advise how Contractor will be compensated for manhole/valve adjustments.

**Answer:** Pay Items for "Manhole Adjustment" and "Manhole Valve Adjustment" have been added to Attachment "A" – Unit Cost Proposal. See Revisions/Clarifications #1c above.

5. Referring to section 1.4 Supplemental Services, please advise how Contractor will be compensated for mailbox replacements.

**Answer:** Pay Item for "Mailbox Replacement" has been added to Attachment "A" – Unit Cost Proposal. See Revisions/Clarifications #1d above.

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

**Bidder Acknowledgment:**

Signature

John W Taylor - Vice President

Printed Name/Title Authorized Representative

Preferred Materials, Inc.

Respondent Company Name

**END OF ADDENDUM NO. 3**



**FURTHER RESOLVED**, that the following persons are hereby designated Officers solely for the purpose of attesting signatures of other Officers signing on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and other instruments as may be necessary from time to time:

Bethany Casimir	Assistant Secretary & Assistant Treasurer
Carmen Sutton	Assistant Secretary & Assistant Treasurer
Deborah Lynn Idleman	Assistant Secretary & Assistant Treasurer
Carmen Hess	Assistant Secretary & Assistant Treasurer
Tracy Kinney	Assistant Secretary & Assistant Treasurer
Vashti Moore	Assistant Secretary & Assistant Treasurer
Ashley Losier	Assistant Secretary
Cheryl Kitzis	Assistant Secretary
David C. Lewis	Assistant Secretary
Tim George	Assistant Secretary
Marizabed R. Perez	
de Longstreet	Assistant Secretary
Michael F. Deaton	Assistant Secretary
Rick Jarvis	Assistant Secretary
Sylvia Rocek	Assistant Secretary
Tamara A. Albright	Assistant Secretary
William P. Jones	Assistant Secretary
Zachary Puralewski	Assistant Secretary

## **II. APPOINTMENT OF AUTHORIZED EMPLOYEES**

**RESOLVED**, that effective May 5, 2022, all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

**FURTHER RESOLVED**, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

Bobbie Reilly  
Carl J. Thompson  
Craig Ketron  
David Cerniglia

Kevin Price  
Kevin Williams  
Logan Miller  
Matthew Saenz

**FURTHER RESOLVED**, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:  
*David Church*  
9A32A9E8D8184A3...  
David Church

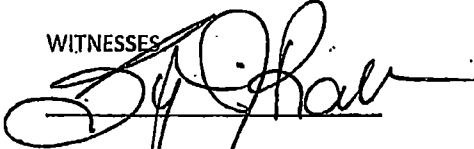
DocuSigned by:  
*John Keating*  
8DBDDA4A9D404EA...  
John J. Keating

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

WITNESSES:

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

WITNESSES



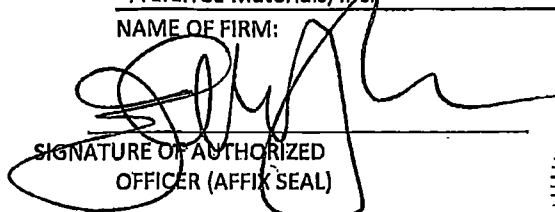
Sylvia J Rodek - Asst. Secretary

John W. Taylor

PRINCIPAL:

Preferred Materials, Inc.

NAME OF FIRM:



SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

Vice President

TITLE

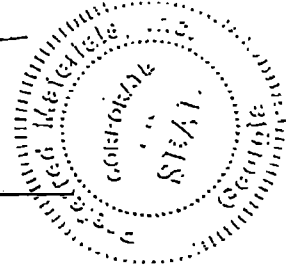
11482 Columbia Park Drive W, Ste 3

BUSINESS ADDRESS

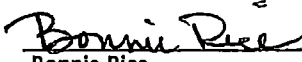
Jacksonville, FL 32258

CITY

STATE




WITNESS:

  
Bonnie Rice

SURETY:

Federal Insurance Company

CORPORATE SURETY

  
ATTORNEY-IN-FACT (AFFIX SEAL)

Carolyn E. Wheeler, FL License No. P052925

1111 Northshore Drive, Suite N-550

BUSINESS ADDRESS

Knoxville, TN 37919

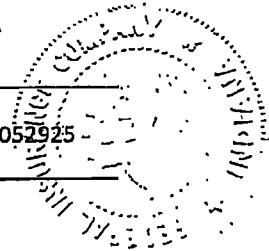
CITY

STATE

Marsh USA LLC

1560 Sawgrass Corporate Parkway, Sunrise, FL 33323

NAME OF LOCAL INSURANCE AGENCY





### ADDENDUM #3

October 9, 2023

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Division**  
**Subject: Bid No: 24-01; Countywide Pavement Maintenance and Rehabilitation Services**

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. Attachment "A" – Unit Cost Proposal has been revised as follows and is attached to this Addendum:
  - a. Unit of measure of pay item "L-2 – Striping: White – Skip" changed to "GM";
  - b. Unit of measure of pay item "L-7 – Striping: Yield Triangles (both painted and thermoplastic)" changed to "Per Triangle";
  - c. Pay items for "Manhole Adjustment" and "Manhole Valve Adjustment" have been added under "L-9 – Miscellaneous"; and
  - d. Pay Item for "Mailbox Replacement" has been added under "L-0 – Miscellaneous."

**Bidders must use the revised Attachment "A" in their submitted bids.** Failure to use the Revised Attachment "A" – Unit Cost Proposal per Addendum #3 may result in the submittal being deemed non-responsive.

2. Attachment "A" – Unit Cost Proposal (Revised Per Addendum #3) 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. Can the County provide a bid form in excel format?  
**Answer: See Revisions/Clarifications #2 above.**
2. Referencing pay item L-2, please confirm unit of "LF." Can you County change this to "GM." This will be consistent with pay item L-4.  
**Answer: Unit of measure for pay item "L-2 – Striping: White – Skip" has been revised to "GM". See Revisions/Clarifications #1a above.**
3. Please confirm unit for Yield Triangles (Item L-7). FDOT method of payment of this item is "LF" not "Each". If "Each" remains, please advise what constitutes 1 EA (i.e. per location or per triangle).  
**Answer: Unit of measure for pay item "L-7 " – Yield Triangle (painted and thermoplastic) has been revised to "Per Triangle". See Revisions/Clarifications #1b above.**

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "A" – REVISED PER ADDENDUM #3**

**UNIT COST PROPOSAL**

The following Unit Prices, if approved by the County, shall be used for the purposes of developing pricing proposals for Task Orders and Change Orders issued under this contract. Unit Prices shall include all labor, materials, equipment, mobilization, transportation, testing, dewatering, shoring, surveying, supervision, insurance cost, taxes, fees, overhead, and profit that the Contractor will incur by performing the required work.

Bidders are to provide unit pricing for ALL items under each Category per Zone (Zone A covers all areas South of County Road 214 and Zone B covers are areas North of County Road 214) they are able to provide services and have prior applicable experience. If not bidding a specific Category or Zone, Bidders are to input "NO BID" in the unit price field.

Bidders are to transfer the Total Unit Pricing per Zone for each Category the Bidder is submitting pricing on Attachment "A" onto the Official County Bid Form.

The bid will be awarded based on the Total of all Unit Costs per Category per Zone. St. Johns County reserves the right to award a contract to more than one bidder.

<b>CATEGORY "A" - MILLING</b>					
Item #	Item Description	Unit of Measure	Zone A	Zone B	
			(All areas South of CR-214)	(All areas North of CR-214)	
			Unit Price	Unit Price	
A-1	Milling - 1"	0 - 1,000	Sq. Yd.	\$	\$
	Milling - 1"	1,001 - 5,000	Sq. Yd.	\$	\$
	Milling - 1"	5,001 - 25,000	Sq. Yd.	\$	\$
	Milling - 1"	25,001 - 50,000	Sq. Yd.	\$	\$
	Milling - 1"	Over 50,000	Sq. Yd.	\$	\$
A-2	Milling - 1.5"	0 - 1,000	Sq. Yd.	\$	\$
	Milling - 1.5"	1,001 - 5,000	Sq. Yd.	\$	\$
	Milling - 1.5"	5,001 - 25,000	Sq. Yd.	\$	\$
	Milling - 1.5"	25,001 - 50,000	Sq. Yd.	\$	\$
	Milling - 1.5"	Over 50,000	Sq. Yd.	\$	\$
A-3	Milling - 2"	0 - 1,000	Sq. Yd.	\$	\$
	Milling - 2"	1,001 - 5,000	Sq. Yd.	\$	\$
	Milling - 2"	5,001 - 25,000	Sq. Yd.	\$	\$
	Milling - 2"	25,001 - 50,000	Sq. Yd.	\$	\$
	Milling - 2"	Over 50,000	Sq. Yd.	\$	\$
A-4	Milling - 2.5"	0 - 1,000	Sq. Yd.	\$	\$
	Milling - 2.5"	1,001 - 5,000	Sq. Yd.	\$	\$
	Milling - 2.5"	5,001 - 25,000	Sq. Yd.	\$	\$
	Milling - 2.5"	25,001 - 50,000	Sq. Yd.	\$	\$

**CATEGORY "A" - MILLING - Continued**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
A-10	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 25,000 - 50,000	Cu. Yd.	\$	\$
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - Over 50,000	Cu. Yd.	\$	\$
<b>CATEGORY "A" TOTAL UNIT PRICING PER ZONE</b> (Instructions: enter Total of line item pricing for each Zone of Category "A")			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			\$	\$

**CATEGORY "B" - STRUCTURAL OVERLAY - ASPHALT TYPES**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
B-1	9.5 S.P. Asphalt: 1 - 100	Ton	\$	\$
	9.5 S.P. Asphalt: 101 - 1,000	Ton	\$	\$
	9.5 S.P. Asphalt: 1,001 - 5,000	Ton	\$	\$
	9.5 S.P. Asphalt: 5,001 - 10,000	Ton	\$	\$
	9.5 S.P. Asphalt: Over 10,000	Ton	\$	\$
B-2	12.5 S.P. Asphalt: 1 - 100	Ton	\$	\$
	12.5 S.P. Asphalt: 101 - 1,000	Ton	\$	\$
	12.5 S.P. Asphalt: 1,001 - 5,000	Ton	\$	\$
	12.5 S.P. Asphalt: 5,001 - 10,000	Ton	\$	\$
	12.5 S.P. Asphalt: Over 10,000	Ton	\$	\$
B-3	19.0 S.P. Asphalt: 1 - 100	Ton	\$	\$
	19.0 S.P. Asphalt: 101 - 1,000	Ton	\$	\$
	19.0 S.P. Asphalt: 1,001 - 5,000	Ton	\$	\$
	19.0 S.P. Asphalt: 5,001 - 10,000	Ton	\$	\$
	19.0 S.P. Asphalt: Over 10,000	Ton	\$	\$
B-4	9.5 F.C. Asphalt 1 - 100	Ton	\$	\$
	9.5 F.C. Asphalt 101 - 1,000	Ton	\$	\$
	9.5 F.C. Asphalt 1,001 - 5,000	Ton	\$	\$
	9.5 F.C. Asphalt 5,001 - 10,000	Ton	\$	\$
	9.5 F.C. Asphalt Over 10,000	Ton	\$	\$
B-5	12.5 F.C. Asphalt: 1 - 100	Ton	\$	\$
	12.5 F.C. Asphalt: 101 - 1,000	Ton	\$	\$

CATEGORY "C" - CHIP SEAL / FOG SEAL - Continued					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
C-4	Fog Seal:	Over 100,000	Sq. Yd.	\$	\$
<b>CATEGORY "C" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "C")				\$	\$
CATEGORY "D" - CAPE SEAL					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
D-1	Cape Seal:	0 - 25,000	Sq. Yd.	\$	\$
	Cape Seal:	25,001 - 50,000	Sq. Yd.	\$	\$
	Cape Seal:	50,001 - 100,000	Sq. Yd.	\$	\$
	Cape Seal:	Over 100,000	Sq. Yd.	\$	\$
<b>CATEGORY "D" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "D")				\$	\$
CATEGORY "E" - MICRO-SURFACING					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
E-1	Micro-Surfacing - Double Micro :	0 - 25,000	Sq. Yd.	\$	\$
	Micro-Surfacing - Double Micro :	25,001 - 50,000	Sq. Yd.	\$	\$
	Micro-Surfacing - Double Micro :	50,001 - 100,000	Sq. Yd.	\$	\$
	Micro-Surfacing - Double Micro :	Over 100,000	Sq. Yd.	\$	\$
E-2	Micro-Surfacing - Rut Filling (Leveling):	0 - 25,000	Ton	\$	\$
	Micro-Surfacing - Rut Filling (Leveling):	25,001 - 50,000	Ton	\$	\$
	Micro-Surfacing - Rut Filling (Leveling):	50,001 - 100,000	Ton	\$	\$
	Micro-Surfacing - Rut Filling (Leveling):	Over 100,000	Ton	\$	\$
<b>CATEGORY "E" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "E")				\$	\$

**CATEGORY "F" - IN-PLACE RECYCLING - RECONSTRUCTION (FULL DEPTH RECLAMATION) - Continued**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
F-7	Full Depth Reclamation - Excavation for Widening / Unsuitable Materials	Cu. Yd.	\$	\$
F-8	Full Depth Reclamation - General Use Optional Base Material	Cu. Yd.	\$	\$
<b>CATEGORY "F" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "F")			\$	\$

**CATEGORY "G" - ASPHALT REJUVENATION**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
G-1	Asphalt Rejuvenation: 0 - 1,000	Sq. Yd.	\$	\$
	Asphalt Rejuvenation: 1,001 - 5,000	Sq. Yd.	\$	\$
	Asphalt Rejuvenation: 5,001 - 25,000	Sq. Yd.	\$	\$
	Asphalt Rejuvenation: 25,001 - 50,000	Sq. Yd.	\$	\$
	Asphalt Rejuvenation: Over 50,000	Sq. Yd.	\$	\$
<b>CATEGORY "G" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "G")			\$	\$

**CATEGORY "H" - CRACK SEALING**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
H-1	Crack Sealant: 0 - 500	Gallon	\$	\$
	Crack Sealant: 500 - 1,000	Gallon	\$	\$
	Crack Sealant: 1,001 - 5,000	Gallon	\$	\$
	Crack Sealant: 5,001 - 10,000	Gallon	\$	\$
	Crack Sealant: Over 10,000	Gallon	\$	\$
<b>CATEGORY "H" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "H")			\$	\$

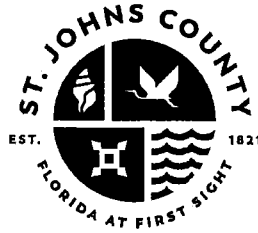


**CATEGORY "L" - STRIPING / PAVEMENT MARKINGS - Continued**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
<b>L-1</b>	<b>STRIPING: WHITE - SOLID - Continued</b>			
	White Solid - 8" Painted	LF	\$	\$
	White Solid - 12" Painted	LF	\$	\$
	White Solid - 18" Painted	LF	\$	\$
	White Solid - 24" Painted	LF	\$	\$
	White Solid - 4" Thermoplastic	NM	\$	\$
	White Solid - 6" Thermoplastic	NM	\$	\$
	White Solid - 8" Thermoplastic	LF	\$	\$
	White Solid - 12" Thermoplastic	LF	\$	\$
	White Solid - 18" Thermoplastic	LF	\$	\$
	White Solid - 24" Thermoplastic	LF	\$	\$
<b>L-2</b>	<b>STRIPING: WHITE - SKIP (Revised Per Addendum #3)</b>			
	White Skip - 4" Painted	GM	\$	\$
	White Skip - 6" Painted	GM	\$	\$
	White Skip - 4" Thermoplastic	GM	\$	\$
	White Skip - 6" Thermoplastic	GM	\$	\$
<b>L-3</b>	<b>STRIPING: YELLOW - SOLID</b>			
	Yellow Solid - 4" Painted	NM	\$	\$
	Yellow Solid - 6" Painted	NM	\$	\$
	Yellow Solid - 8" Painted	LF	\$	\$
	Yellow Solid - 12" Painted	LF	\$	\$
	Yellow Solid - 18" Painted	LF	\$	\$
	Yellow Solid - 4" Thermoplastic	NM	\$	\$
	Yellow Solid - 6" Thermoplastic	NM	\$	\$
	Yellow Solid - 8" Thermoplastic	LF	\$	\$
	Yellow Solid - 12" Thermoplastic	LF	\$	\$
	Yellow Solid - 18" Thermoplastic	LF	\$	\$
<b>L-4</b>	<b>STRIPING: YELLOW - SKIP</b>			
	Yellow Skip - 4" Paint	GM	\$	\$
	Yellow Skip - 6" Paint	GM	\$	\$
	Yellow Skip - 4" Thermoplastic	GM	\$	\$
	Yellow Skip - 6" Thermoplastic	GM	\$	\$

CATEGORY "L" - STRIPING / PAVEMENT MARKINGS - Continued				
Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
L-7	PAVEMENT MARKINGS - Continued			
	THROUGH LANE USE ARROW - Thermoplastic	Each	\$	\$
	TURN AND THROUGH LANE TURN ARROW - Thermoplastic	Each	\$	\$
	TURN LANE USE ARROW - Thermoplastic	Each	\$	\$
	YIELD TRIANGLES - Thermoplastic	Per Triangle	\$	\$
L-8	REFLECTIVE PAVEMENT MARKERS			
	Bi-Directional, Amber	Each	\$	\$
	Mono-Directional Colorless	Each	\$	\$
	Bi-Directional, White/Red	Each	\$	\$
L-9	MISCELLANEOUS			
	Manhole Adjustment (Revised per Addendum #3)	Each	\$	\$
	Manhole Valve Adjustment (Revised per Addendum #3)	Each	\$	\$
	Mailbox Relocation (Revised per Addendum #3)	Each	\$	\$
	Removal of Existing Marking	SF	\$	\$
	Preform Thermoplastic 12"	LF	\$	\$
	Preform Thermoplastic 24"	LF	\$	\$
	Off-Duty Law Enforcement Officer	HR	\$	\$
<b>CATEGORY "L" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "L")			Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			\$	\$

CATEGORY "P" - TASK ORDER PERFORMANCE AND PAYMENT BOND				
Item #	Item Description		Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
P-1	Task Order Performance and Payment Bond Cost Not to Exceed 2% of Task Order (For Project Task Orders Costing \$100,000.00 and greater.)		2%	2%



2. Since milling machines are not needed for Full Depth Reclamation (FDR) work, can the specification that the contractor own two (2) be waived?

**Answer: The requirement of owning two (2) milling machines for FDR work has been removed (see "Revisions/Clarifications #2 above).**

3. Can the requirement of five (5) FDR projects in the past two years be modified to five (5) projects in the past four (4) years?

**Answer: Requirement has been revised to five (5) projects in the past four (4) years (see "Revisions/Clarifications #1 above).**

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

**Bidder Acknowledgment:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title Authorized Representative

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

**END OF ADDENDUM NO. 2**

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "N" (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



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

**INVITATION FOR BIDS NO: 24-01**

**COUNTYWIDE PAVEMENT MAINTENANCE  
AND REHABILITATION SERVICES**

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

**REVISED FINAL: 10/09/2023  
(PER ADDENDUM NO. 3)**

**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

**01: Countywide Pavement Maintenance and Rehabilitation Services**". 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.

## **12) BID SECURITY**

Each submitted Bid must be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or

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.

#### **17) 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.

#### **18) 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 a multi-year contract(s) per Zone and Per Category to multiple Bidders provided the submitted Bid is materially responsive to the requirements of the Bid Documents and judged to be reasonable.

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.

#### **19) LOCAL PREFERENCE**

While the St. Johns County Purchasing Policy includes a Local Preference Policy, the intent is to award unit-price-based multi-year contract(s) per zone and per category to multiple firms. As such, the County is waiving the application of the Local Preference Policy, in accordance with Section 16.3.1 of the SJC Purchasing Policy.

#### **20) 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.

#### **21) MINIMUM QUALIFICATIONS**

Bidders must possess current and valid licenses to conduct business in the State of Florida and 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, (15) Hot Plant-Mixed Bituminous Courses, and (28) Pavement Marking. A letter from FDOT confirming pre-qualification, current at the time of bid submittal, in the



the contract, as necessary, to complete any ongoing projects, or if it is determined to be in the best interest of the County to do so.

## **26) UNIT PRICING**

The unit pricing under this Bid shall remain firm throughout the first year of this Contract Agreement. Pricing increases shall be considered on an annual basis no later than sixty (60) calendar days prior to the Contract Agreement Anniversary Date. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Anniversary Date. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior **twelve (12) months CPI - All Urban Consumers (CPI-U)**, unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

Unit Prices shall include: all labor; materials; equipment; mobilization; transportation; supervision; surveying, dewatering, shoring, testing and all other items required by FDOT Standard; insurance; bond(s); taxes; fees; overhead; and profit that the Contractor will incur by performing the required work.

Price Adjustments for fuel and bituminous produces will be allowable on a Task Order basis throughout the effective term of the agreement in accordance with FDOT specifications and index. Adjustments must be approved on a Task Order by the authorized St. Johns County representative. All adjustments shall be based upon the current FDOT index. All applicable worksheets and FDOT calculation forms shall be submitted with the Final Request for Payment.

## **27) ANNUAL RECERTIFICATION**

To maintain compliance throughout the term of the agreement, the County will require the awarded Contractors to recertify annually by supplying proof of required licenses and insurance as specified within this IFB. If the Contractor fails to provide updated information upon request from the County on the yearly anniversary date of the agreement, the Contractor will be issued a Notice of Default. If the 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.

## **28) ONBOARDING CONTRACTORS**

To maximize capacity and competition during this multiyear contract, the County will allow for onboarding new Contractors at the two (2) and four (4) year anniversary of this solicitation. The County will re-advertise this solicitation with the intent to prequalify additional Contractors to maximize competition and capacity. The tentative onboarding schedule is as follows:

- August 2025
- August 2027

Contractors who were awarded a contract under the original solicitation or subsequent onboarding opportunities will not be required to respond to the advertisement of the solicitation if they have an active agreement.

Award of onboarding opportunities will be done in accordance with the requirements established within the original 24-01 IFB. During the onboarding opportunities, the County will review the solicitation and make any adjustment necessary that best serves the interest of the County.

## **29) PRICING PROPOSALS**

The County shall request pricing proposals for work under this Contract for projects totaling \$0.01 - \$500,000.00. The County shall request a minimum of one (1) pricing proposal but the County reserves the right to ask for

Change Orders shall be issued to increase, or decrease the dollar value of a Task Order based on estimated quantity overages and shortages, or on a change in the project determined by the County or Engineer.

All Change Orders shall be accompanied by a revised scope of work, as applicable, added or subtracted quantities of unit price items, explanation for the change (whether County driven or Contractor driven), and shall be signed by the Contractor, the Department Head, and the County Representative. Change Orders shall not be considered fully executed until all three (3) parties have signed. In the event an Engineer is utilized by the County for a project, the Engineer’s authorized representative shall also be required to sign any issued Change Orders.

**PUBLIC CONSTRUCTION BONDS**

The Contractor shall be required to obtain and submit recorded Public Construction Bonds on any Contract Task Order issued greater than one hundred thousand dollars (\$100,000.00) in value per Florida Statute 255.05. The Contractor shall furnish the required bond, after full execution of the authorizing Task Order covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract Task Order, with such acceptable sureties, secured through the Contractor’s usual sources as may be agreeable to the parties. The Bond shall be released upon satisfactory completion of the project.

The Public Construction Bond form will be forwarded to the Contractor with his copy of the fully executed Contract Task Order. The Public Construction Bond must be recorded after the Task Order is signed by all parties. The Contractor shall have three (3) days from receipt of fully executed Task Order to have the Public Construction Bond recorded in the County Clerk’s Recording Office, St. Johns County, Florida. After the book and page number have been assigned to the bond by the recording person, the Contractor shall obtain a certified copy of the recorded bond from the recording person, and deliver the certified copy to the SJC Purchasing Division representative. No work shall commence until the required bond has been delivered to the SJC Purchasing Division.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein.

The Contractor 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.

**CONTRACT TIME – LIQUIDATED DAMAGES**

The Contract Time shall be determined at the time of issuance of each Task Order. Contract time shall be stipulated in consecutive calendar days for completion of all authorized work.

Any changes to the contract time shall be issued through a Change Order by the SJC Purchasing Division. Changes to the contract time must be requested, justified, and/or approved by the Project Manager.

If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due as determined by the following FDOT Standard Specifications for Road and Bridge Construction FY 2023-24 schedule:

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

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.

### **33) 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

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, \$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.

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.

### **37) 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.

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**

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

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

**PROJECT: COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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: 24-01; Countywide Pavement Maintenance and Rehabilitation Services** 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:

The following Total Unit Costs Per Category, Per Zone from Attachment "A" – Unit Price Proposal shall include all labor, materials, equipment, and any other additional charges including, but not limited to, mobilization and maintenance of traffic (MOT) required to accomplish the work of the Unit Cost. Zone A covers all areas South of County Road 214 and Zone B covers are areas North of County Road 214.

Bidders are not required to bid each Category or Zone, but **MUST** provide unit pricing for ALL line items listed under each Category per Zone they are capable of providing services and have prior applicable experience. If not bidding a specific Category or Zone, Bidders are to input "NO BID" in the unit price field.

**FOR: COUNTYWIDE PAVEMENT MANAGEMENT AND REHABILITATION CONTINUING SERVICES**

**CATEGORY "A" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ \_\_\_\_\_  
Amount Written in Numerals

ZONE B: \$ \_\_\_\_\_  
Amount Written in Numerals

**CATEGORY "B" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ \_\_\_\_\_  
Amount Written in Numerals

ZONE B: \$ \_\_\_\_\_  
Amount Written in Numerals

**CATEGORY "C" TOTAL UNIT PRICING: (From Attachment "A")**

ZONE A: \$ \_\_\_\_\_  
Amount Written in Numerals

ZONE B: \$ \_\_\_\_\_  
Amount Written in Numerals

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

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 Thousand Dollars (\$5,000.00)**, payable to the Owner, 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.

CATEGORY "A" – MILLING - Continued					
Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
A-3	Milling - 2.5"	Over 50,000	Sq. Yd.	\$	\$
A-5	Milling - 3"	0 - 1,000	Sq. Yd.	\$	\$
	Milling - 3"	1,001 - 5,000	Sq. Yd.	\$	\$
	Milling - 3"	5,001 - 25,000	Sq. Yd.	\$	\$
	Milling - 3"	25,001 - 50,000	Sq. Yd.	\$	\$
	Milling - 3"	Over 50,000	Sq. Yd.	\$	\$
A-6	Milling - 3.5"	0 - 1,000	Sq. Yd.	\$	\$
	Milling - 3.5"	1,001 - 5,000	Sq. Yd.	\$	\$
	Milling - 3.5"	5,001 - 25,000	Sq. Yd.	\$	\$
	Milling - 3.5"	25,001 - 50,000	Sq. Yd.	\$	\$
	Milling - 3.5"	Over 50,000	Sq. Yd.	\$	\$
A-7	Milling - 4"	0 - 1,000	Sq. Yd.	\$	\$
	Milling - 4"	1,001 - 5,000	Sq. Yd.	\$	\$
	Milling - 4"	5,001 - 25,000	Sq. Yd.	\$	\$
	Milling - 4"	25,001 - 50,000	Sq. Yd.	\$	\$
	Milling - 4"	Over 50,000	Sq. Yd.	\$	\$
A-8	Milling - 5"	0 - 1,000	Sq. Yd.	\$	\$
	Milling - 5"	1,001 - 5,000	Sq. Yd.	\$	\$
	Milling - 5"	5,001 - 25,000	Sq. Yd.	\$	\$
	Milling - 5"	25,001 - 50,000	Sq. Yd.	\$	\$
	Milling - 5"	Over 50,000	Sq. Yd.	\$	\$
A-9	Milling - 6"	0 - 1,000	Sq. Yd.	\$	\$
	Milling - 6"	1,001 - 5,000	Sq. Yd.	\$	\$
	Milling - 6"	5,001 - 25,000	Sq. Yd.	\$	\$
	Milling - 6"	25,001 - 50,000	Sq. Yd.	\$	\$
	Milling - 6"	Over 50,000	Sq. Yd.	\$	\$
A-10	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 0 - 1,000		Cu. Yd.	\$	\$
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 1,001 - 5,000		Cu. Yd.	\$	\$
	Asphalt and/or profile millings deductive alternate for Contractor to receive and transport - 5,001 - 25,000		Cu. Yd.	\$	\$



**CATEGORY "B" - STRUCTURAL OVERLAY - ASPHALT TYPES - Continued**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
B-5	12.5 F.C. Asphalt: 1,001 - 5,000	Ton	\$	\$
	12.5 F.C. Asphalt: 5,001 - 10,000	Ton	\$	\$
	12.5 F.C. Asphalt: Over 10,000	Ton	\$	\$
<b>CATEGORY "B" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line item pricing for each Zone of Category "B")			<b>Zone A</b> (All areas South of CR-214)	<b>Zone B</b> (All areas North of CR-214)
			\$	\$

**CATEGORY "C" - CHIP SEAL / FOG SEAL**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
C-1	Single Chip Seal (#89 Stone): 0 - 25,000	Sq. Yd.	\$	\$
	Single Chip Seal (#89 Stone): 25,001 - 50,000	Sq. Yd.	\$	\$
	Single Chip Seal (#89 Stone): 50,001 - 100,000	Sq. Yd.	\$	\$
	Single Chip Seal (#89 Stone): Over 100,000	Sq. Yd.	\$	\$
C-2	Double Chip Seal (#57 & 89 Stone): 0 - 25,000	Sq. Yd.	\$	\$
	Double Chip Seal (#57 & 89 Stone): 25,001 - 50,000	Sq. Yd.	\$	\$
	Double Chip Seal (#57 & 89 Stone): 50,001 - 100,000	Sq. Yd.	\$	\$
	Double Chip Seal (#57 & 89 Stone): Over 100,000	Sq. Yd.	\$	\$
C-3	Triple Chip Seal: 0 - 25,000	Sq. Yd.	\$	\$
	Triple Chip Seal: 25,001 - 50,000	Sq. Yd.	\$	\$
	Triple Chip Seal: 50,001 - 100,000	Sq. Yd.	\$	\$
	Triple Chip Seal: Over 100,000	Sq. Yd.	\$	\$
C-4	Fog Seal: 0 - 25,000	Sq. Yd.	\$	\$
	Fog Seal: 25,001 - 50,000	Sq. Yd.	\$	\$
	Fog Seal: 50,001 - 100,000	Sq. Yd.	\$	\$

**CATEGORY "F" - IN-PLACE RECYCLING - RECONSTRUCTION (FULL DEPTH RECLAMATION)**

Item #	Item Description		Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
				Unit Price	Unit Price
F-1	Full Depth Reclamation - Pulverization:	0 - 25,000	Sq. Yd.	\$	\$
	Full Depth Reclamation - Pulverization:	25,001 - 50,000	Sq. Yd.	\$	\$
	Full Depth Reclamation - Pulverization:	50,001 - 100,000	Sq. Yd.	\$	\$
	Full Depth Reclamation - Pulverization:	Over 100,000	Sq. Yd.	\$	\$
F-2	Full Depth Reclamation - Cement - Cement Treated Base:	0 - 25,000	Ton	\$	\$
	Full Depth Reclamation - Cement - Cement Treated Base:	25,001 - 50,000	Ton	\$	\$
	Full Depth Reclamation - Cement - Cement Treated Base:	50,001 - 100,000	Ton	\$	\$
	Full Depth Reclamation - Cement - Cement Treated Base:	Over 100,000	Ton	\$	\$
F-3	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base:	0 - 25,000	Gallon	\$	\$
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base:	25,001 - 50,000	Gallon	\$	\$
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base:	50,001 - 100,000	Gallon	\$	\$
	Full Depth Reclamation - Asphaltic Cement - Foamed Asphalt Base:	Over 100,000	Gallon	\$	\$
F-4	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base:	0 - 25,000	Gallon	\$	\$
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base:	25,001 - 50,000	Gallon	\$	\$
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base:	50,001 - 100,000	Gallon	\$	\$
	Full Depth Reclamation - Asphaltic Emulsion - Emulsion Treated Base:	Over 100,000	Gallon	\$	\$
F-5	Full Depth Reclamation - Added Rap or Aggregates:		Ton	\$	\$
F-6	Full Depth Reclamation - Shoulder Rework		LF	\$	\$

**CATEGORY "I" - TRAFFIC LOOP REPLACEMENT**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
I-1	Traffic Loop Replacement - Type B (FDOT Item #660-2-102)	Each	\$	\$
I-2	Traffic Loop Replacement - Type F (FDOT Item #660-2-106)	Each	\$	\$
I-3	Traffic Loop Replacement - Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	\$	\$
<b>CATEGORY "I" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line Item pricing for each Zone of Category "I")			\$	\$

**CATEGORY "J" - SODDING**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
J-1	Sod	Sq. Yd.	\$	\$
<b>CATEGORY "J" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line Item pricing for each Zone of Category "J")			\$	\$

**CATEGORY "K" - VARIABLE MESSAGE BOARDS**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
K-1	Variable Message Board	Per Board Per Day	\$	\$
<b>CATEGORY "K" TOTAL UNIT PRICING PER ZONE:</b> (Instructions: enter Total of line Item pricing for each Zone of Category "K")			\$	\$

**CATEGORY "L" - STRIPING / PAVEMENT MARKINGS**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
L-1	<b>STRIPING: WHITE - SOLID</b>			
	White Solid - 4" Painted	NM	\$	\$
	White Solid - 6" Painted	NM	\$	\$

**CATEGORY "L" - STRIPING / PAVEMENT MARKINGS - Continued**

Item #	Item Description	Unit of Measure	Zone A (All areas South of CR-214)	Zone B (All areas North of CR-214)
			Unit Price	Unit Price
<b>L-5</b>	<b>STRIPING: YELLOW DOUBLE</b>			
	Yellow Double - 4" Painted	NM	\$	\$
	Yellow Double - 6" Painted	NM	\$	\$
	Yellow Double - 4" Thermoplastic	NM	\$	\$
	Yellow Double - 6" Thermoplastic	NM	\$	\$
<b>L-6</b>	<b>AUDIBLE &amp; VIBRATORY PAVEMENT MARKINGS</b>		\$	\$
	Yellow Skip - 6" Thermoplastic	GM	\$	\$
	White Solid - 4" Thermoplastic	NM	\$	\$
	White Solid - 6" Thermoplastic	NM	\$	\$
<b>L-7</b>	<b>PAVEMENT MARKINGS</b>			
	AHEAD - Painted	Each	\$	\$
	BIKE - Painted	Each	\$	\$
	BIKE ARROW - Painted	Each	\$	\$
	GOLF CROSSING - Painted	Each	\$	\$
	MERGE - Painted	Each	\$	\$
	ONLY - Painted	Each	\$	\$
	R/R - Painted	Each	\$	\$
	SCHOOL - Painted	Each	\$	\$
	STOP - Painted	Each	\$	\$
	THROUGH LANE USE ARROW - Painted	Each	\$	\$
	TURN AND THROUGH LANE TURN ARROW - Painted	Each	\$	\$
	TURN LANE USE ARROW - Painted	Each	\$	\$
	YIELD TRIANGLES - Painted	Per Triangle	\$	\$
	AHEAD - Thermoplastic	Each	\$	\$
	BIKE - Thermoplastic	Each	\$	\$
	BIKE ARROW - Thermoplastic	Each	\$	\$
	GOLF CROSSING - Thermoplastic	Each	\$	\$
	MERGE - Thermoplastic	Each	\$	\$
	ONLY - Thermoplastic	Each	\$	\$
	R/R - Thermoplastic	Each	\$	\$
	SCHOOL - Thermoplastic	Each	\$	\$
	STOP - Thermoplastic	Each	\$	\$

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "B"**

**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: 24-01; Countywide Pavement Maintenance and Rehabilitation Services**, 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 "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
<b>State of Florida Business License</b>			
<b>FDOT Pre-Qualification – Flexible Paving</b>			
<b>FDOT Pre-Qualification – Hot Plant-Mixed Bituminous Courses</b>			
<b>FDOT Pre-Qualification – Pavement Marking</b>			

ATTACHMENT "F"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (BID) Number/Description: Bid No 24-01; Countywide Pavement Maintenance and Rehabilitation Services

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s): \_\_\_\_\_

Signature

Print Name/Title

Signature

Print Name/Title

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "H"**

**CERTIFICATE(S) OF INSURANCE**

(Attach or insert copy here)

Bidders 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 "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.

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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 "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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**ATTACHMENT "N"**  
**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

**BID NO: 24-01; COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

**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  
**COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**  
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.

# **SPECIFICATIONS**

**Pavement Edging:** All roads to be milled shall be edged to remove excess asphalt prior to asphalt paving. All edging material shall be removed from the site by the Contractor.

**B. STRUCTURAL OVERLAY**

**Scope of Work:** This work shall include, but is not limited to materials, labor, equipment, traffic control, placement of signs and any construction and application procedures necessary for all plant-mixed hot bituminous pavements and bases. Any areas where the stress relief is placed shall be paved with the asphalt surface prior to allowing traffic on it. This condition may be waived upon approval of the County Representative.

**Materials:** This Work will meet all specifications as shown in Section 330 and 337 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition with the following modification: 1. The word "County" will be substituted for the word "Department."

**Pavement Edging:** All roads to be paved shall be edged 6" to 8" to remove grass prior to asphalt paving. All roads milled shall be edged to remove excess asphalt prior to asphalt paving. All edging material shall be removed from the site by the Contractor.

**Warranty of Structural Overlay:** The Contractor must furnish the following warranty after completion of the work and prior to final payment. The Contractor hereby warrants that all workmanship and all materials furnished under the contract comply fully with requirements of the specifications. If at any time within one (1) year after the date of the final inspection, any unfaithful or defective work should appear which in the opinion of the Owner is due to inferior materials or workmanship, the Contractor warrants taking all necessary actions to remedy the defects immediately at no cost to the Owner. The Owner will notify the Contractor in writing of the defects and the repairs to be made, and the Contractor will begin repair within a mutually agreed time frame.

The warranty period shall become effective on the date the final payment is approved and signed by the authorized St. Johns County representative.

**C. CHIP SEAL / FOG SEAL**

**Scope of Work:** The work specified in this section consists of furnishing and applying a single, double or triple application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

**Description:** Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

**Materials:**

**Aggregates:** Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

All aggregate, #89, #78 and #67 shall be treated prior to application with Emulsified Asphalt Grade CSS-1H at the rate of 0.4% to 0.8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material prior to the oil and chip process. All of the stone shall have 100% total coverage. A pugmill shall be used to pre-coat the stone. Stone having less than 100% total coverage

shipment of emulsion that is believed to be substandard (color, viscosity, non-homogeneous application, etc.). All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

**Equipment:**

**Distributor:** The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from 0.035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitometer of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet. Two distributor trucks will be required on all projects.

**Aggregate Spreader:** The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 22 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

**Rollers:** The contractor shall use one, ten (10) ton steel wheeled roller and two, eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

**Self-Propelled Rotary Power Broom:** The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

**Additional Equipment:** Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

**Construction:**

**Layout:** The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

**Weather and Seasonal Limitations:** The surface treatment shall not be applied to a wet surface or when

minus two  
(2) pounds per square yard by means of a mechanical spreader.

**General Performance:** Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

**Traffic Control:** The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

**Method of Measurement:** If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Chip Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Provision for Fog Seal.

**Basis of Payment:** The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Chip Seal (Single application), Chip Seal (Double application) or Chip Seal (Triple application) as listed in the Bid Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Chip Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County, Fog Seal shall be applied and paid separately as listed in the Technical Provision for Fog Seal.

**Warranty of Chip Seal:** The Contractor shall provide the County upon final acceptance of the Cape Seal work, a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the County. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personnel to respond to any warranty issues within 24 hours. The Contractor can be called to perform work or warranty work at any time of the year as needed by the County. The Contractor must have a full-time presence with an office, experienced personnel and the proper equipment in Florida to respond 365 days a year.

#### **D. CAPE SEAL SPECIFICATIONS**

**Description:** The work specified in this section consists of furnishing and applying a single application of polymer modified bituminous surface treatment followed by a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface, established by the County and in substantial conformance with the limits established by the owner. This two-step process is called a Cape Seal.

#### **Materials:**

**Aggregates: for the first coat,** surface treatment crushed granite conforming to FDOT specifications section 901, table 1 for #89 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier



The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with FM 1-T 002. If the average of the five gradation tests is within the stockpile tolerances shown in Table 62-2, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 62-2, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 62-1 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Engineer for approval prior to production of the mix.

The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with FM 1-T 002 is not within the gradation tolerances shown in Table 62-2, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles.

**Mineral Filler:** If mineral filler is utilized in the mix design, use non air-entrained Portland cement or hydrated lime that is free from lumps. The Engineer will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table 62-4.

**Water:** Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

**Additives:** Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

**Mix Design:** Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five (5) similar projects and have been developed using the specific materials to be used on the project. The mix design shall be developed by an independent, accredited laboratory with no affiliation to the emulsion supplier and is endorsed by the International Slurry Surfacing Association (ISSA) and has experience in designing such mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design.

Meet the requirements provided in Table 62-3. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the County. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

**Cationic Asphalt Emulsion**

Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-
Sieve Test, %	-	0.1
Storage Stability	-	1
Residue by Distillation, 350°F max, %	65	---
Oil distillate, % by volume of emulsion	---	0.5
Residue Test, ASTM D 244 Low Temp	Minimum	Maximum
Penetration, 77°F, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77°F, 5 cm/min, %	50	-
Softening Point, °F	125	-
Solubility in Trichloroethylene, %	97.0	-

**Liquid bituminous material for the final coat:** Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1h as listed in Table 62-5. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

**Quality Tests:** The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the following additions:

**Aggregate Spreader:** The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 24 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

**Rollers:** The contractor shall use three, eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

**Sweepers:** A minimum of 2 vacuum sweepers shall be used on this project. In rural areas a self-propelled rotary broom can be used. It shall be equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. In residential areas a vacuum street sweeper must be used, and all excess aggregate shall be swept within 24 to 48 hours after the first application of the Cape Seal has been applied.

**Mixing Equipment:** Truck mounted, and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls. Four truck mounted machines of 12 cubic yard capacity, or larger, will be required for all projects or roads one half mile or less in length.

Self-loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Two self-loading machines shall be required on all projects or roads greater than one half mile in length. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

**Proportioning Device:** Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

**Spreading Equipment:** Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved, and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit and be able to side shift the box to compensate for variations in the pavement geometry.

**Secondary Strike-off:** Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

**Auxiliary Equipment:** Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of 0.32 -0.38 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.

**Application of cover Aggregate:** Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 22 – 28 lbs square yard depending upon the type of road that is being resurfaced.

**Rolling:** Immediately following the first application of the cover material, roll the entire surface with pneumatic rollers. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material and as far as it is practicable and consistent with the setting of the liquid bituminous material.

**Sweeping:** After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material within 24 to 48 hours after the first application, before the final lift is applied.

**Application of Final Lift:** Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The material shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd<sup>2</sup> area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10-foot straight edge over the surface.

**Rate of Application:** The average application rate shall be in accordance with Table 62-6, unless otherwise specified in the Contract Documents. Full width application rates must be maintained within ± 2 lbs/yd<sup>2</sup> of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 62-6 Final Application Rates			
AGGREGATE TYPE	LOCATION	APPLICATION RATE <sup>(1)</sup>	
Type II	Collectors, Local Roads, and Airport Runways	Single Application:	
		26-30 lbs/yd <sup>2</sup>	

(1) Application rates are based upon the weight of dry aggregate in the mixture.

<b>Table 62-7 Aggregate and Emulsified Asphalt - Acceptance Limits</b>	
<b>Aggregate</b>	<b>Tolerance from Mix Design Target Values</b>
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent
Percent Passing No. 200 Sieve	± 3.0 percent
<b>Emulsified Asphalt</b>	
Residual Asphalt Content of Mixture	± 0.6 percent

**Application Rate:** Control the application rate for micro surfacing on a lot basis to within the “Total” range specified in 62-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for application rates placed in excess of the “Total” specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/yd<sup>2</sup> rate less than the “Total” specified range. For application rates outside the “Total” specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Engineer prior to resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

**Traffic Control:** The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall have on site an M.O.T. person with no less than an Intermediate certification and submit an M.O.T. plan indicating all facets of traffic control for the project area. The M.O.T. plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102.

M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

**Method of Measurement:** If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Cape Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. The prime contractor must perform at least 51% or more of the project that includes Cape Seal.

**Basis of Payment:** The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Cape Seal as listed in the Bid Form. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Cape Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

**Warranty:** The Contractor shall provide the County upon final acceptance of the Cape Seal work, a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the County. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personnel to respond to any warranty issues within 24 hours. The Contractor can be called to perform work or warranty work at any time of the year as needed by the County. The Contractor must have a full-time presence with an office, experienced personnel and the proper equipment in Florida to respond 365 days a year.

**335-2.1.3 Sampling, Certification, and Verification:** For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Contractor's Engineer for testing before use. A pretest number will then be assigned by the Contractor's Engineer, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the Contractor's Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Contractor's Engineer may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Contractor's Engineer and County representative.

**335-2.2 Aggregate:**

**335-2.2.1 General:** Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification.

The URL for obtaining the list of aggregates is:

<ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>

**335-2.2.2 Aggregate Quality Tests:** In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 335-2.

Table 335-2 Quality Tests for Aggregate		
AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na <sub>2</sub> SO <sub>4</sub> or 25% Maximum using MgSO <sub>4</sub>
AASHTO T 96	Abrasion Resistance <sup>(1)</sup>	30% Maximum

(1) The abrasion test will be performed on the parent aggregate.

**335-2.2.3 Gradation Requirements:** When tested in accordance with FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 335- 3, Column II.

Table 335-3 Mix Design Gradation Requirements		
Sieve Size	Type II Mix Design Range Percent Passing	Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100	N/A
No. 4	90 – 100	± 5%
No. 8	65 – 90	± 5%
No. 16	45 – 70	± 5%
No. 30	30 – 50	± 5%
No. 50	18 – 30	± 4%
No. 100	10 – 21	± 3%
No. 200	5 – 15	± 2%

The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 335-4 Mix Design Testing Requirements		
ISSA Test No.	Property	Specification Requirements
ISSA TB-139 <sup>(1)</sup>	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft <sup>2</sup> Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	50 g/ft <sup>2</sup> Maximum 75 g/ft <sup>2</sup> Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113 <sup>(1)</sup>	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 335-5.

Table 335-5 Mix Design Component Material Requirements	
Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the Contractor's Engineer. Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, co-mingling and otherwise combining materials from two or more sources, grades or types is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

### 335-4 Equipment.

**335-4.1 General:** Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

**335-4.2 Mixing Equipment:** Use a machine specifically designed and manufactured to place micro surfacing. Truck mounted and self-loading continuous machines are acceptable. Mix the material with

proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

**335-6 Weather Limitations.** Do not apply micro surfacing if either the pavement or air temperature is below 50°F. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro surfacing in the rain or when there is standing water on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the Engineer.

### **335-7 Surface Preparation.**

**335-7.1 General:** Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be micro surfaced. Provide temporary striping as necessary to comply with Contract Documents. Immediately prior to applying the micro surfacing, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the micro surfacing, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro surfacing. Protect manholes, valve boxes, drop inlets and other service entrances from the micro surfacing mixture by a suitable method. The Engineer will approve the surface preparation prior to micro surfacing. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted.

**335-7.2 Cracks:** Pre-treat any cracks in the surface of the pavement with a crack filler meeting the requirements of FDOT Developmental Specification Section 305 prior to the application of the micro surfacing. Fill any cracks with a width greater than 1/4 inch. Do not overfill the cracks. Crack filling material must cure for a minimum of 30 days prior to application of the micro surfacing.

**335-7.3 Rumble Strips:** Where shoulders are not to be micro surfaced, prevent material from being applied to or entering any rumble strip depressions. If necessary, remove any material that enters the depressions. When rumble strips are to be micro surfaced, place a scratch course to fill the depressions prior to placing the final surface course.

**335-7.4 Tack Coat:** Place a tack coat on all collector roads prior to constructing a micro surfacing course. A tack coat is not required on residential roads or between the leveling (scratch) course and the surface course provided the surface course is placed within 30 days of the leveling (scratch) course. If required, the tack coat should be type SS, type CSS, or the micro surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the tack evenly at a rate of 0.05-0.15 gal/yd<sup>2</sup>.

### **335-8 Application.**

**335-8.1 General:** Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd<sup>2</sup> area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in



clean the surface, as necessary, prior to application of the final pavement markings.

**335-9 Quality Assurance.**

**335-9.1 Material Monitoring:** Provide a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a back-up electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

1. Individual sensor counts for emulsion, aggregate, cement, water, and additive.
2. Aggregate, emulsion, and cement output in pounds per minute.
3. Ground travel distance.
4. Spread rate in pounds per square yard.
5. Percentages of emulsion, cement, water, and additive.
6. Cumulative totals of aggregate, emulsion, cement, water, and Additive.
7. Scale factor for all materials.

**335-9.2 Sampling and Testing:** The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample prior to testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 335-7.

<b>Table 335-7 Aggregate and Emulsified Asphalt - Acceptance Limits</b>	
<b>Aggregate</b>	<b>Tolerance from Mix Design Target Values</b>
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent
Percent Passing No. 200 Sieve	± 3.0 percent
<b>Emulsified Asphalt</b>	
Residual Asphalt Content of Mixture	± 0.6 percent

**335-9.3 Application Rate:** Control the application rate for micro surfacing on a lot basis to within the "Total" range specified in 335-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for micro surfacing application rates placed in excess of the "Total" specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/yd<sup>2</sup> rate less than the "Total" specified range. For application rates outside the "Total" specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Contractor's Engineer prior to resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

**Water:** The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalis, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

**Soil:** The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds and deleterious materials.

#### **Equipment:**

**Road Reclaimer:** Shall be originally designed for pavement reclaiming of a size equal to or larger than a Wirtgen WR 240i with comparable specifications including but not limited to: horsepower, rotor size, and injection system. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 20 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt and cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

**Milling Machine:** A 10 foot and a 12 foot mill, self-propelled, bi-directional, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed to a maximum depth of 14 inches) in a single pass to the depth shown on the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within  $\frac{1}{4}$  in (6 mm) of that shown on the plans and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam must be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be permitted.

The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

**Bituminous Paver:** A self-propelled high density paver having tamper bar compaction, electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the reclaimed base mixture in one smooth continuous pass to the specified section and according to the plans. A 30 foot non-contact averaging beam must be used on the bituminous paver. To reduce material segregation, the bituminous paver must utilize a hopper insert.

**Motor Grader:** Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

**Rollers:** Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling

3500 pounds Marshall stability. Cement shall be used at a minimum dosage rate of 1% and at a maximum dosage rate of 2.5% by dry weight of reclaimed material. Cement amounts greater than 2.5% will only be allowed if approved by the engineer. The mix design shall be signed and sealed by a professional engineer and submitted to the Engineer prior to use for approval.

Table 198-1 Mix Design Criteria		
Test	Test Method Number	Criteria
Gradation of reclaimed material	AASHTO T 27-11	Report
Determination of optimum binder content		

Compaction effort at optimum fluids content. Marshall Compactor; 50 blows/side or Superpave Gyrotory Compactor, 100 mm diameter specimens, 30 gyrations. Density determination.	Asphalt Institute MS 14, Appendix F. ASTM D6926-10 AASHTO T 312-12 FM 1-T 166	Report
Marshall stability Cure at 60°C to constant weight. Test at 40°C.	ASTM D6927-06	3500 lbs. minimum stability
Resistance of compacted bituminous mixture to moisture induced damage. 55 to 75% vacuum saturation, water bath at 25°C for 23 hours, last hour in water bath at 40°C.	AASHTO T 283-07 (2011)	70% minimum retained tensile strength

**Widening:** When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Reclaimed existing roadway parent materials or approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the recycler, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

**Additional Material:** When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

**Pulverization:** The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

imprints made by the compacting or shaping equipment. The surface shall then be recompact to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

**Protection and Curing:** After the base course has been finished as specified herein, it shall be protected against drying for a period of 2 to 3 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy or a sacrificial HMA paving 4.75 mix as per Dev 337 on collector & arterial roads with over 10,000 ADT. Both are incidental and will be included in the In-Place Recycling price. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

If performed, micro fracturing will be performed within 48 to 72 hours after the chemical admixtures have been introduced into the reclaimed base.

At the time the prime coat or 4.75 mix is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to promote adhesion of the bituminous material.

To prevent equipment from marring or damaging the completed work, protect finished portions of base used by equipment.

Do not allow traffic on the reclaimed base until it is assured the reclaimed base surface will not distort, shove, or ravel under the anticipated vehicular loading.

**Thickness:** The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

#### **Sampling and Testing:**

**Quality Control:** Perform the following quality control tests at the prescribed frequency. Randomly determine sample locations in accordance with ASTM D 3665-12 or equivalent. Reclaimed material gradation: Determine the percent passing the following sieve sizes: 3 inches and 2 inches. Obtain a sample at a frequency of one sample per 5,000 SY. Meet the requirements of Table 198-2. If the requirements of Table 198-2 are not met, adjust the pulverization operation so that the resultant material will meet specification requirements or to the satisfaction of the Engineer.

**Moisture/Density Relationship of Reclaimed Base:** Establish a wet/dry density relationship for density specification compliance by obtaining a sample at a frequency of once per 5000 square yards for Modified Proctor (AASHTO T-180) determination. Determine the moisture content in accordance with AASHTO T 110-03 (2011), AASHTO T 265-12, or ASTM D 4643-08.

**In-Place Field Density:** Perform one nuclear density test per 1000 square yards. The dry field density (i.e. corrected gauge wet density) of the compacted mixture shall average at least 96.0 percent of the maximum laboratory dry density as determined by modified proctor. No individual density test shall be lower than 94.0 percent of the maximum laboratory dry density. If one density test is below 94.0 percent or two consecutive density tests are below 96.0 percent of the maximum laboratory dry density, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

## G. ASPHALT REJUVENATION

**Description:** The work specified in this section shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses.

The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

**Materials:** The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

	Test Methods		Requirements	
	ASTM	AASHTO	Min	Max
Tests on Emulsion				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W <sup>1</sup>	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test <sup>2</sup>	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W <sup>3</sup>	D-244(Mod.)	T-59(Mod)		0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance <sup>4</sup>				30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-		1.00
Maltene Dist. Ratio <sup>5</sup>	D-2006-70	-	0.3	0.6
PC/S Ratio <sup>5</sup>	D-2006-70	-	0.5	
Saturated Hydrocarbons, <sup>5</sup>	D-2006-70	-	21	28

1. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.
2. Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.
4. Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:
  - a. Scope: This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.
  - b. Apparatus:
    1. Container may be glass, plastic or metal having a capacity of 6,000 ml.
    2. Graduated cylinder, 1,000 ml, or greater
    3. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
    4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy

viscosity of the asphalt binder and provide an in-depth seal.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency and reasonable life expectancy.

**Material Performance:** The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties the asphalt binder.

The viscosity shall be reduced by a minimum of 25% for a pavement two years or less in age, and reduced by a minimum of 40% for a pavement greater than two years in age as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8 inch of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The Engineer will require that untreated and treated core samples, a minimum of six inches in diameter, be removed by the Contractor at locations indicated by the Engineer. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. A minimum of one untreated and treated core sample shall be taken for each pavement group or one per 50,000 square yards of treated pavement in each pavement group.

**Equipment:**

**Distributor:** The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The rate of application shall be controlled by an onboard computer control system designed to uniformly and consistently control the selected application rate in gallons per square yard regardless of the forward speed of the distributor truck.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

**Sand Truck:** The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or to lawns.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the street has been treated, the area within one foot of the curb line on both sides of the road, when directed shall receive an additional uniformly applied treatment of the asphalt rejuvenating emulsion as directed by the engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

**Test Strip for Application Rate:** Prior to start of the project, the contractor shall perform test strip applications as directed by the engineer. Test strips shall be performed for each pavement group of similar age and type within the project area.

The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A total of three test strips shall be applied at application rates of 0.04, 0.08 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the asphalt rejuvenating emulsion shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 30 minutes.

In the event that all three of the standard test rates are absorbed completely within the 30 minute timeframe, then the Contractor and the Engineer shall agree on a fourth test strip application rate.

Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group.

**Sanding/Blotting:** After the rejuvenating emulsion has penetrated, and when recommended by the Contractor and approved by the Engineer, a coating of dry manufacture sand shall be applied to the surface in sufficient amount to protect the traveling public as required.

All manufactured sand used during the treatment must be removed no later than 24 hours after treatment of a roadway. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating emulsion.

If, after manufactured sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional manufactured sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of materials.

**Handling of Asphalt Rejuvenating Agent:** Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

**Street Sweeping:** The Contractor shall be responsible for sweeping and cleaning of the streets after

Utilize Asphalt Rubber Sealing Compound meeting the requirements of ASTM D 5078.

**Equipment:**

**Kettle:** The kettle shall be an oil-jacketed double wall kettle equipped with agitator and 2 inch hot asphalt pump. Provide separate thermometers for oil bath and melting chamber. Provide a pump for circulating the transfer oil bath. Do not allow the operating temperature in the kettle to exceed the melting point of the sealing material.

**Compressor:** Utilize an air compressor capable of maintaining a minimum of 100 PSI at 150 CFM, measured at the source and equipped with traps that shall maintain the compressed air free of oil and water.

**Extruder:** Provide an extruder capable of providing variable width overband from 2 to 4 inches.

**Construction:** No crack sealing material shall be applied in wet cracks or when ambient temperature is below 25C F, unless a heat lance is utilized to adequately dry the crack.

All cracks shall be cleaned of loose dirt and debris with a compressor. Any vegetation shall be removed prior to sealing utilizing a motorized wire brush.

Fill joints and cracks in such a manner to provide a 2" band centered over the joint. The thickness of the material shall not exceed 1/8" to 1/16". Material shall be leveled by means of a squeegee or a dish mounted on the delivery wand.

When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over cracks to prevent sealer pickup.

All workmanship shall be of the highest quality, and excess spilled sealer shall be removed from the pavement surface by approved methods and discarded. Any workmanship determined to be below standards of the particular craft involved will not be accepted, and will be corrected and /or replaced as required by the County.

**Traffic Control:** The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on freshly reclaimed base until all operations have been completed and the sealer has dried such that tire pickup will not occur. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan shall be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, latest edition. MOT and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

**Method of Measurement:** If a pay item is listed on the Bid Form (Attachment A) for work required in this Technical Provision, the quantity to be paid shall be per gallon or as specified in Attachment A including all items of work described herein. Any item necessary for Crack Sealing, and not specifically listed in another item in Attachment A, shall be included in this item.

**Basis of Payment:** The quantities to be paid for under this Technical Provision shall be included in the per gallon unit price for Crack Sealing. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Crack Sealing and all items of work described herein. No additional payment shall be provided for any item necessary for the completion of this contract as detailed in the specifications.



each Task Order shall be approved by all parties.

**Debris/Housekeeping:** Contractor shall make a substantial effort to keep job-site clean while work is in progress and shall have all debris cleaned up at the end of each work day. Contractor to remove all work related debris, equipment and surplus materials from the premises at the completion of work. All construction debris shall be disposed of at an appropriate solid waste receiving facility.

**Close-out Documentation:** Upon each Task Order completion and as a condition of Final Acceptance, an authorized County representative and the Contractor shall inspect and approve the quality and completeness of the work performed. All workmanship and materials used in the performance of each Task Order shall be warranted for a period of one (1) year from the date of acceptance by the authorized County representative. The Contractor shall submit all retroreflectivity requirements in accordance with *Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition*.

#### 1.4 **SUPPLEMENTAL SERVICES**

##### **A. TRAFFIC CONTROL**

This work shall require the Contractor to post all necessary traffic control devices for construction, furnish necessary flagmen (IMSA certified), and generally insure traffic safety and protection of all Work from traffic as mandated by the "Manual on Uniform Traffic Control Devices" (MUTCD) and the FDOT "Roadway and Traffic Design Standards" at all times. All Workers will be required to wear safety vests at all times when working in the right-of-way. Suitable methods will be used by the Contractor to protect the Work from traffic until the new surface will support that traffic without damage. Any damage to the uncured surface will be the responsibility of the Contractor.

All traffic control will conform to FDOT Section 102 Maintenance of Traffic and the price shall be included in the bid.

##### **B. MANHOLE RING AND COVER AND VALVE BOX TOP AND LID ADJUSTMENTS**

This work shall require the Contractor to be responsible for all necessary adjustments to manhole rings and covers and water valve box tops and lids as needed to accommodate transition of new roadway surface areas resulting from this construction.

##### **C. EROSION AND SEDIMENTATION CONTROL**

The Contractor shall furnish and maintain all necessary erosion and sedimentation control measures as per FDEP Rule 62-621.300 F.A.C. and as directed by the County.

##### **D. RAILROAD CROSSINGS**

This work shall require the Contractor to be responsible for notifying the applicable Railway in advance of any work to be conducted adjacent to any railroad crossings and coordinating all efforts as needed with railway personnel.

##### **E. MAILBOXES**

The Contractor shall remove existing mailboxes as indicated in the Contract Documents and shall re-install the mailbox in accordance with St. Johns County Standard Detail No. 116 – "Mailbox Placement within Road Right-of-Way." If the existing mailbox does not meet St. Johns County Standards, the Contractor shall provide a new mailbox and install in accordance with St. Johns County Standard Detail No. 116.

##### **F. DRIVEWAY SAW CUT AND REMOVAL**

The Contractor shall sawcut and remove any concrete or asphalt driveways as required for road construction or road widening. The concrete, asphalt, and any other material associated with the work shall be disposed of in a legal manner.

taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision during emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies.

### **3.5 DAMAGES**

Incidental damage to public and/or private property will be the responsibility of the Contractor. Any damage to items including, but not limited to inlets, manholes, junction boxes, culverts, under drains, curb and gutter, sidewalks, fencing, grassed areas, roadway shoulders, signing and guardrail will be corrected in strict conformance with applicable sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The Contractor shall also be responsible for any damages to driveways during the course of construction. The Contractor shall repair or replace, at the Contractor's sole expense, any driveway damaged at as deemed necessary by the authorized St. Johns County representative.

### **3.6 INSPECTION/QUALITY ASSURANCE**

Full compliance with project specifications will be verified and shall be subject to in-process and final inspection by an authorized County representative and all deficiencies shall be corrected to the satisfaction of the County prior to approval of final payment.

## **PART IV – SUPERVISION/PERSONNEL**

### **4.1 SUPERVISOR**

The Contractor shall have competent supervisory personnel on site at all times that work is in progress.

### **4.2 WORKSITE TRAFFIC SUPERVISOR**

The Contractor shall have a Worksite Traffic Supervisor who will be responsible for installing and maintaining all traffic control devices as described in FDOT Specifications Section 102. This includes keeping traffic cones and other traffic control devices upright and cleaned for high visibility. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by International Municipal Signal Association, (IMSA), Certification Program or an equal approved by the County. Approved alternate Worksite Traffic Supervisors may be used when necessary.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure the safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be present to direct the initial setup of the traffic control plan and any changes to it. The Job Superintendent, in the event of an emergency, shall be prepared to immediately respond to repair the work zone traffic control or to provide alternate traffic arrangements. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance and safety.

## **PART V – TESTING**

In general, all independent lab and field testing required for each project shall be provided by the Contractor. The Contractor shall submit the name and qualifications of the firm they will be using for testing.


## **PART VI - DEBRIS / HOUSEKEEPING**

**Contractor shall make a substantial effort to keep job-site clean while work is in process and shall have all debris cleaned up at the end of each day's work.** Contractor to remove all work related debris, equipment and surplus materials from the premises at the completion of work. All construction debris shall be disposed of at an appropriate solid waste landfill facility.

**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>	
<b>SEALED BID NO.:</b>	<b>BID NO: 24-01</b>
<b>BID TITLE:</b>	<b>Countywide Pavement Maintenance and Rehabilitation Services</b>
<b>DUE DATE/TIME:</b>	<b>By 2:00PM – October 18, 2023</b>
<b>SUBMITTED BY:</b>	Company Name
	Company Address
	Company Address
<b>DELIVER TO:</b>	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



**END OF DOCUMENT**