

RESOLUTION NO. 2024 - 289

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 1850; US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01 TO DB CIVIL CONSTRUCTION, LLC AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the County is progressing with the project to construct intersection improvements at US-1/Pine Island Road, St. Johns County, Florida, which generally includes milling/resurfacing, roadway striping, roadway signage, drainage improvements, installation of traffic signal with preemptive connection to railroad, improvements/added lanes to Pine Island Road and US-1, improvements to Stratton Road, and any additional work shown in the roadway construction plans; and

WHEREAS, through the County’s formal Bid process, DB Civil Construction, LLC was the lowest, responsive, responsible bidder; and

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

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 1850 to DB Civil Construction, LLC as the responsive, responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for the completion of the project as specifically provided in Bid No: 1850.

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 16th day of July, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date JUL 16 2024

By: _____
Sarah Arnold, Chair

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

By: Crystal Smith
Deputy Clerk





MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 24-MCA-DBC-19999

Table of Contents

ARTICLE I CONTRACT DOCUMENTS..... 4

1.1 The Contract Documents4

1.2 Definitions.....5

1.3 Ownership of Contract Documents.....6

ARTICLE II THE WORK 7

2.1 Project Description.....7

2.2 Labor and Materials7

2.3 Project Sequencing/Arrangement.....7

2.4 Payment of Costs7

2.5 Cleaning the Jobsite7

2.6 Reporting Requirements8

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

2.8 Access to Work8

2.9 Utilities.....8

2.10 Existing Utility Lines.....8

2.11 Taxes8

2.12 Publicity and Advertising.....9

ARTICLE III CONTRACT TIME 9

3.1 Contract Time9

3.2 Time is of the Essence9

3.3 Substantial Completion.....9

3.4 Final Inspection.....10

3.5 Liquidated Damages10

3.6 Disclaimer of Consequential Damages11

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

4.1 Contract Price.....11

4.2 Schedule of Values.....11

4.3 Measurement and Payment.....11

4.4 Progress Payments12

4.5 Application for Payment12

4.6 Withheld Payment.....13

4.7 Final Payment14

This Master Construction Agreement (“Contract”) is made this _____ day of _____, 2024 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **DB CIVIL CONSTRUCTION, LLC** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 4475 US 1 South, Suite 707, St. Augustine, FL 32086, Phone: (386) 256-7460, and E-mail: estimating@DBCivilConstruction.com, for **IFB NUMBER 1850; US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County’s Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Roadway Plans (as revised per IFB Addendum #1 and IFB Addendum #3)
 - ii. Exhibit B – SJRWMD Permit Exemption PDEX 210180-1
 - iii. Exhibit C – Drainage Report (March 2023)
 - iv. Exhibit D – Geotechnical Engineering Report (January 17, 2024)
 - v. Exhibit E – JPA Railroad Certification
 - vi. Exhibit F – FDOT Grant Agreement – FPN 210418-9-54-01
- e) Bonds and Insurance furnished by the Contractor in accordance with Article XIII herein;
- f) Bid Documents and Bid Forms with all addenda thereto for IFB No. 1850

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

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

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

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a

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

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Purchasing Director, 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 Purchasing Director 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 Purchasing Director, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Purchasing Director.

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

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

1.2 Definitions

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

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

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

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

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be

amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and

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

ARTICLE II THE WORK

2.1 Project Description

The Project involves construction improvements at the US-1/Pine Island Road intersection in St. Johns County, Florida. Improvements include milling/resurfacing, roadway striping, roadway signage, drainage improvements, installation of traffic signal with preemptive connection to railroad, improvements/added lanes to Pine Island Road and US-1, improvements to Stratton Road, and any additional work shown in the roadway construction plans.

2.2 Labor and Materials

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

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

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

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

2.3 Project Sequencing/Arrangement

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

2.4 Payment of Costs

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

2.5 Cleaning the Jobsite

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

2.6 Reporting Requirements

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

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

2.7 Title and Risk of Loss

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

2.8 Access to Work

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

2.9 Utilities

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

2.10 Existing Utility Lines

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

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

2.11 Taxes

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

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the

IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

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

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

2.13 County Furnished Items

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

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

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

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **two hundred seventy (270)** consecutive calendar days as may be extended pursuant to Paragraph 9.2 of this Contract. Final Completion shall be reached within **thirty (30)** consecutive calendar days after Substantial Completion.

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

3.2 Time is of the Essence

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

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete

items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

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

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

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

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

3.4 Final Inspection

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

3.5 Liquidated Damages

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

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$1685** per day for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

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

3.6 Disclaimer of Consequential Damages

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

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 This Contract is a LUMP SUM Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein a total Lump Sum price of **One Million Six Hundred Eighty-Nine Thousand Nine Hundred Twenty Dollars and Fifty Cents (\$1,689,920.50)** price to which the item is most applicable.

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

4.2 Schedule of Values

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

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

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

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

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

4.3 Measurement and Payment

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

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

4.4 Progress Payments

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

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

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

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

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

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

4.5 Application for Payment

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

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

The County may require any other information from Contractor that the County deems necessary to verify Contractor's

Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

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

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

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

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

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

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

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

4.6 Withheld Payment

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

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

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

4.7 Final Payment

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

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

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

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

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

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

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

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

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

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise

and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

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

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 14.21 titled "Written Notice".

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

5.3 Environmental, Safety and Health

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

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

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

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

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

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

as such term is defined in the Drug-Free Workplace Act.

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

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

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

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

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

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

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

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

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

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

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

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

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor’s submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action

shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

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

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

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

6.2 Field Orders

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

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

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

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

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

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

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

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

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

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

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

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

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

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

ARTICLE IX CHANGES IN THE WORK

9.1 General

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

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.** Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 9.1.2 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 9.1.2 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.

9.3.2.5 Force Majeure Events

9.2.5.1 The Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by a Force Majeure Event, as defined herein, so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. Notwithstanding the foregoing, the Contractor cannot claim Force Majeure for any emergency, exigency, or "act of God" that is already contemplated in the Work, or any other performance by the Contractor, that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable or within the control of the Contractor at the time this Contract was executed.

9.2.5.2 In order to claim delay pursuant to this provision, Contractor must notify the County, in writing, within five (5) business days of the beginning of the Force Majeure Event, which Contractor claims caused the delay or failure by the Contractor to perform under this Contract.

9.2.5.3 If Contractor's delay or failure, caused by a Force Majeure Event, extends beyond a period of thirty (30) calendar days, from the beginning of the Force Majeure Event, the County shall have the right to terminate this Contract, in accordance with the provisions of this Contract, and shall only be liable to the Contractor for any Work performed and validated (if required for payment hereunder) prior to the date of termination of this Contract.

9.2.5.4 If the Contractor's delay is confirmed by the County to be caused by a Force Majeure Event, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this Contract, including price, performance, and completion time, as may be affected by such delay. However, it is expressly understood by the Contractor that the County is not obligated to make any such adjustments to the provisions of this Contract, and shall do so only if it serves the best interest of the County. This provision shall not be interpreted to limit the County's right to terminate for convenience.

9.3 Changes in the Contract Price

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

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

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request,

Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.

- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

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

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

9.3.5 In the event there is an unforeseeable increase to the cost of project materials during the course of this Contract, which exceeds twenty percent (20%), the Contractor must provide documentation demonstrating the original amount of the quoted materials, the updated quote for materials, and two (2) or more additional quotes from alternate sources for the materials demonstrating the Contractor is providing the best value to the County. The County will review the information provided in accordance with Article IX.

9.4 Acceptance of Change Orders

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

9.5 Notice to Sureties

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

9.6 Differing Site Conditions

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

written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

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

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

10.1 Uncovering Work

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

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

10.2 Right to Stop Work

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

10.3 County May Accept Defective or Nonconforming Work

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

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

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

11.2 Termination

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

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

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

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

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

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

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

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

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

as provided under Paragraph 11.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

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

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

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

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

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

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

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

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

12.2 Indemnity

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

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other

liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

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

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

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

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

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

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

12.2.9 The indemnification provisions of this Section 12.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor’s Insurance Requirements

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

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

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

13.2 Additional Insured Endorsements and Certificate Holder

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

the required coverages must accompany the certificate of insurance.

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

13.3 Workers Compensation

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

13.4 Commercial General Liability

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

13.5 Commercial Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Commercial 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.

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

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

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief;

mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).

- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

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

13.6.3 Florida East Coast Railway, L.L.C.(FECR) Insurance Requirements.

13.6.3.1 Contractor shall procure and maintain:

- a. Commercial General Liability Insurance ("CGL"), with contractual liability covering obligations assumed in this Contract (including any agreements entered into between the parties pursuant hereto) by Contractor, providing for available limits of not less than \$6,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in each occurrence and for damage to or destruction of property, including the loss of use thereof, in each occurrence, including Federal Employers Liability Act claims ("FELA") against the FECR, or other liability arising out of or incidental to railroad operations.
- b. At FECR's option, Contractor will obtain a policy of Railroad Protective Liability with liability limits of \$2,000,000 per occurrence, \$6,000,000 aggregate with FECR as the only named insured.
- c. Statutory Workers' Compensation, Employer's Liability Insurance with available limits of not less than \$1,000,000 and Occupational Disease Insurance.
- d. If any motor vehicles are used in connection with the Services to be performed hereunder (or in connection with any agreements entered into between the parties pursuant hereto), Business Automobile Liability Insurance with limits of not less than \$1,000,000 single limit, bodily injury and/or property damage combined, for damages to or destruction of property including the loss of use thereof, in any one occurrence.
- e. If professional services are being rendered by Contractor, Professional Liability coverage in an amount not less than \$1,000,000. If, in FECR's opinion, a higher limit of liability is necessary for any insurance policy required hereunder, FECR shall so notify Contractor and Contractor shall, within thirty (30) days of receipt of such notice, provide a copy of the endorsement to the appropriate policy increasing the liability coverage to the required limit. Such insurance will include a minimum of two years' tail coverage necessary to cover claims occurring during the Term but which may not be brought until after termination of this Contract.

13.6.3.2 Policy Requirements:

All insurance required hereunder shall be affected by valid and enforceable policies issued by insurer(s) of financial responsibility and authorized to do business in all necessary states, all subject to the reasonable

prior approval of FECR. Contractor's liability insurance policies shall name FECR, its parent, affiliates and subsidiaries as additional insureds and will not have any exclusion for liability relating to railroad operations or contractual liability for construction or demolition within fifty (50) feet of FECR's tracks by endorsement. Contractor's Workers' Compensation and property insurance policies shall include waivers of subrogation rights endorsements in favor of FECR. All policies shall contain a provision for thirty (30) days' written notice to FECR prior to any expiration or termination of, or any change in, the coverage provided. Contractor shall provide FECR with at least thirty (30) days' written notice prior to such expiration, termination or change in any insurance coverage. Insurance Company must be issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher. Prior to any entry upon FECR property pursuant to this Contract and upon FECR's request thereafter, Contractor shall provide or shall cause its insurer or insurance agent to provide FECR with a certificate of insurance certifying the liability insurance policies in effect for the Term of this Contract. The liability assumed by Contractor under this Contract, including, but not limited to, Contractor's indemnification obligations, shall not be limited to the insurance coverage stipulated herein.

13.7 Other Requirements

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

13.7.2 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.

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

13.8 Payment and Performance Bonds

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

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

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

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such

examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

14.3.1 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.

14.3.2 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 Laws

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

14.5 Governing Law & Venue

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

14.6 Assignment

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

14.7 Severability

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

14.8 Section Headings

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

14.9 Disclaimer of Third-Party Beneficiaries

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

14.10 Waiver; Course of Dealing

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

14.11 No Waiver of Sovereign Immunity

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

14.12 Execution in Counterparts

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

14.13 Entire Contract

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

14.14 Survival

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

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

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

14.16 Equal Employment Opportunity

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

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry,

marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as

provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

(3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

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

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

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

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

14.18 Anti-Bribery

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

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

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

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

14.20 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

DB Civil Construction, LLC
4475 US 1 South, Suite 707
St. Augustine, FL 32086
Attn: Connie Baylor, Manager
Email Address: estimating@DBCivilConstruction.com

With a copy to:

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

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

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

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Leigh A. Daniels
(Printed Name)

Purchasing Manager
(Title)

(Date of Execution)

Contractor:

DB Civil Construction, LLC (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

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

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	24-MCA-DBC-19999
Project Title:	US-1/Pine Island Road Intersection Improvements – FDOT FPN 210418-9-54-01

The undersigned Contractor hereby swears under penalty of perjury that:

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

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

STATE OF _____)
) SS.
 COUNTY OF _____)

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

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

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.: 24-MCA-DBC-19999	Contractor Name:
Project: US-1/Pine Island Road Intersection Improvements – FDOT FPN 210418-9-54-01	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

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

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

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

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

None

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

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



NOTICE OF INTENT TO AWARD

June 27, 2024

IFB No: 1850; US-1/Pine Island Road Intersection Improvements - FDOT FPN 210418-9-54-01

St. Johns County hereby issues this Notice of Intent to Award **DB Civil Construction, LLC** as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

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

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

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

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

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

Date: 6/27/24



**ST. JOHNS COUNTY, FL
BID TABULATION**

**IFB NUMBER: 1850; US-1/Pine Island Road Intersection Improvements -
AND TITLE FDOT FPN 210418-9-54-01**

OPENING DATE: 6/26/2024
OPENED BY: Diana M. Fye
VERIFIED BY: Joan Chiarelli
POSTING DATE: 6/27/2024

BIDDERS	Lump Sum Bid Price						
DB Civil Construction, LLC	\$1,689,920.50						
CGC, Inc.	\$1,916,093.00						
Reeves Construction Co.	\$1,948,757.00						
C.W. Matthews Contracting Co., Inc.	\$1,997,000.00						
Besch and Smith Civil Group, Inc.	\$2,206,391.78						
Callaway Contracting, Inc.	\$2,454,151.54						

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

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

IFB NO: 1850; US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01

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

DATE SUBMITTED: 6-26-24

BID PROPOSAL OF

DB Civil Construction, LLC

Full Legal Company Name

4475 US 1 South, Suite 707
St. Augustine, FL 32086

386-256-7460

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the IFB Documents and Specifications entitled for IFB No: 1850; US-1/Pine Island Road Intersection Improvements – FDOT FPN 210418-9-54-01 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

TOTAL LUMP SUM BID PRICE: (As per plans and specifications)

1,689,920.50 CB
\$ ~~1,699,920.50~~

Total Lump Sum Bid Price (Numerical)

One million, six hundred eighty nine thousand nine hundred twenty dollars + fifty cents.
Total Lump Sum Bid Price (Amount written or typed in words) 100 Dollars

Bidder shall insert the Total Lump Sum Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Total Lump Sum Bid Price submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Total Lump Sum Bid Price above shall be the final price charged to the County for work performed.

The Lump Sum Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

IFB NO: 1850; US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01

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

No.: 1 Date Received: 5/30/24

No.: 2 Date Received: 6/13/24

No.: 3 Date Received: 6/17/24

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 IFB 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 IFB Documents as indicated above.

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

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

CORPORATE/COMPANY

Full Legal Company Name: DB Civil Construction, LLC (Seal)

By: *[Signature]*
Signature of Authorized Representative

Connie Baylor, Manager
(Name & Title typed or printed)

By: _____
Signature of Authorized Representative

(Name & Title typed or printed)

Address: 4475 US 1 South, Suite 707, St. Augustine, FL 32086

Telephone No.: (386) 256-7460 Fax No.: ()

Email Address for Authorized Company Representative: Estimating@DBCivilConstruction.com

Federal I.D. Tax Number: 82-1245533 DUNS #: _____
(if applicable)

Point of Contact (POC) to receive invitation from Payment Works for registration:

Authorized POC: Dave Borchert
(Name typed or printed)

Email Address for POC: estimating@DBCivilConstruction.com

INDIVIDUAL

Name: _____ (Signature)
(Name typed or printed) (Title)

Address: _____

Telephone No.: () Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Point of Contact (POC) to receive invitation from Payment Works for registration:

Authorized POC: _____
(Name typed or printed)

Email Address for POC: _____

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

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

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

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

STATE OF Florida

COUNTY OF St. Johns

The Undersigned authority, Connie Baylor ("Affiant"), who being duly sworn, deposes and states that he/she is the manager (Title) of the Bidder DB Civil Construction, LLC (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for IFB No: 1850; US-1/Pine Island Road Intersection Improvements – FDOT FPN 210418-9-54-01, in St. Johns County, Florida.

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

DATED this 24 day of June, 2024.

Connie Baylor
Signature of Affiant

Connie Baylor
Printed Name of Affiant

Manager
Printed Title of Affiant

DB Civil Construction, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 24 day of June, 2024, by Connie Baylor, who is personally known to me or has produced _____ as identification.

Melissa R. Boswell
Notary Public
My Commission Expires: _____



ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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



Signature of Secretary

DB Civil Construction, LLC

Full Legal Name of Corporation (Bidder)

STATE OF Florida

COUNTY OF Putnam St. Johns

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, Dalton Baylor (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 24 day of June, 2024 by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.



Notary Public

My Commission Expires: _____

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



ATTACHMENT "C"
LICENSE / CERTIFICATION LIST / FDOT WORK CLASS PRE-QUALIFICATIONS 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	CUC1224644	State of Florida	6/31/2024
St. Johns County Local Business Tax Receipt	1083180	St. Johns County	9/30/2024
Certified General Contractor (CGC)	CGCA06069	State of Florida	08/31/2026
Certified Underground Utility and Excavation Contractor (CUC)	CUC1224644	State of Florida	6/31/2024
FDOT Pre-Qualification -- Flexible Paving	F821245533001	FDOT	6/30/2025
FDOT Pre-Qualification -- Drainage	F821245533001	FDOT	6/30/2025
FDOT Pre-Qualification -- Pavement Marking	F812591906001	FDOT	6/30/2025
FDOT Pre-Qualification -- Roadway Signing	F812591906001	FDOT	6/30/2025
FDOT Pre-Qualification -- Traffic Signal	F592554039007	FDOT	6/30/2025
CB	F593644703003	FDOT CB	3/30/2025 CB

IFB NO: 1850; US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01

ATTACHMENT "D"
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	Percentage (%) of Total Work/Services
American Lighting & Signalization CB	Signals CB	Binh Hoang CB	813.719.2211 bhoang@asplundh.com CB	28.5% CB
Kudzue 3 Trucking	Asphalt	Lynn Boatwright	904.388.7838 kudzue3@yahoo.com	17%
P & P Striping	Striping	Jeovanny Palencia	386.916.6426 pnpstriping@gmail.com	1.6%
Chinchar	Signals	Dan Chinchar	386.774.1020 dchinchar@chincharlectric.com	28.5%



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 24, 2024

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

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:

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

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

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

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

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

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: IFB No 1850; US-1/Pine Island Road Intersection Improvements – FDOT FPN 210418-9-54-01

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a 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.

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

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


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

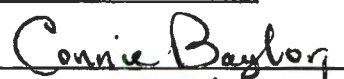
Please check the appropriate statement:

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

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

Legal Name of Bidder: DB Civil Construction, LLC

Authorized Representative(s): 
Signature


Print Name/Title Manager

Signature

Print Name/Title

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

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

DB Civil Construction, LLC does:
Name of Firm

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

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

Car Bay
Signature

6-24-24
Date

ATTACHMENT "G"
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 construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

2. List all pending litigation and or arbitration.

N/A

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

N/A

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

N/A

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

Yes _____ No If yes, please explain in detail:

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

N/A

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

N/A

Liquidated Damages

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

(Use additional or supplemental pages as needed)

ATTACHMENT "H"

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

I, Cammie Bayler ("Affiant"), being duly authorized by and on behalf of DB Civil Construction, LLC ("Bidder") hereby swears or affirms as follows:

- The principal business address of Bidder is: 4475 US 1 South, Suite 707 St. Augustine, FL 32086
- I am duly authorized as Manager (Title) of Bidder.
- 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.
- 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.
- 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.
- Neither the Bidder, 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.)
- ~~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 Bidder who is active in the management of the Bidder or an affiliate of the Bidder. 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.)~~

Cammie Bayler
Signature of Affiant

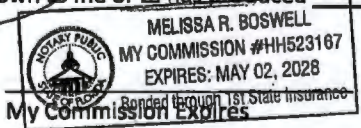
Cammie Bayler, Manager
Printed Name & Title of Affiant

DB Civil Construction, LLC
Full Legal Name of Bidder

6-24-24
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 24 day of June, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

Melissa R. Boswell
Notary Public



ATTACHMENT "I"
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) of Bidder:

NAME (print): *Con Bayl*

SIGNATURE: *Con Bayl*

TITLE: Manager

DATE: 6-24-24

NAME OF FIRM/PARTNERSHIP/CORPORATION:

 DB Civil Construction, LLC

 Dalton Baylor

 Connie Baylor

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St. Johns

I, Connie Baylor (hereinafter "Affiant"), being duly authorized by and on behalf of DB Civil Construction, LLC (hereinafter "Contractor") hereby swears or affirms as follows:

1. 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. 1850 (hereinafter "Agreement"), in accordance with section 448.095, F.S., 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 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. 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. 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 Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 24 day of June, 2024

Connie Baylor
Signature of Affiant

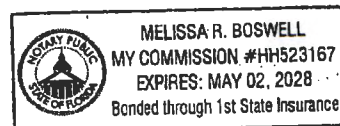
Connie Baylor, manager
Printed Name of Affiant

Manager
Printed Title of Affiant

DB Civil Construction, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 24 day of June, 2024, by Connie Baylor, who is personally known to me or has produced _____ as identification.

Melissa R. Boswell
Notary Public
My Commission Expires: _____



ATTACHMENT "K"
EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such

action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): Connie Bay

SIGNATURE: Connie Bay

TITLE: Manager

NAME OF FIRM: DB Civil Construction, LLC

DATE: 6-24-24

ATTACHMENT "L"
CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): Connie Baylor

SIGNATURE: Connie Baylor

TITLE: Manager

DATE: 6-24-24

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DB Civil Construction, LLC

Connie Baylor

Dalton Baylor

ATTACHMENT "M"

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

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

Subcontractor Covered Transactions

- (1) The prospective subcontractor, DB Civil Construction, LLC of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

~~SUBCONTRACTOR:~~

DB Civil Construction LLC

By Connie Baylor
Signature

St. Johns County BOCC
Sub-Recipient's Name

Connie Baylor, manager
Name and Title

G2728
Division Contract Number

4475 US 1 S. Ste 107
Street Address

#210418-9-54-01
FPN Project Number

St. Augustine, FL 32086
City, State, Zip

6-25-24
Date

ATTACHMENT "M"

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


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

Subcontractor Covered Transactions

- (1) The prospective subcontractor, KUDZUE 3 TRUCKING INC of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:

KUDZUE 3 TRUCKING INC

By 
Signature

St. Johns County BOCC
Sub-Recipient's Name

RANDY MALOY, PRESIDENT
Name and Title

G2728
Division Contract Number

PO BOX 1799
Street Address

#210418-9-54-01
FPN Project Number

YULEE FL 32041
City, State, Zip

6-26-24
Date

ATTACHMENT "M"

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

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

Subcontractor Covered Transactions

- (1) The prospective subcontractor, PJP Striping LLC of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:

PJP Striping LLC

By 
Signature

Jeovany Palencia owner
Name and Title

St. Johns County BOCC
Sub-Recipient's Name

G272B
Division Contract Number

1224 S Hwy 17
Street Address

#210418-9-54-01
FPN Project Number

Satsuma FL 32189
City, State, Zip

6-26-24
Date

ATTACHMENT "M"

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

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

Subcontractor Covered Transactions

- (1) The prospective subcontractor, CHINHOR ELECTRIC, INC. of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:

CHINHOR ELECTRIC, INC.

By 
Signature

St. Johns County BOCC
Sub-Recipient's Name

TIM CHINHOR, PRESIDENT
Name and Title

G2728
Division Contract Number

14100 S. LEAVITT AVE.
Street Address

#210418-9-54-01
FPN Project Number

ORANGE CITY, FL 32763
City, State, Zip

06/25/2024
Date

ATTACHMENT "N"
BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DB Civil Construction, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): Connie Baylor

SIGNATURE: Connie Baylor

TITLE: Manager

NAME OF FIRM: DB Civil Construction, LLC

DATE: 6-24-24

ATTACHMENT "O" – REVISED PER ADDENDUM #3
SCHEDULE OF VALUES

BIDDERS MUST FILL OUT THE TABLES BELOW COMPLETELY. Failure to complete and submit Attachment "O" – Schedule of Values may result in the bid proposal being deemed non-responsive and removed from consideration for award of a contract. Bidders shall complete and submit with their Bid Proposal this Schedule of Values to demonstrate the breakdown of costs included in the submitted Lump Sum Bid Amount. Quantities provided herein are estimates only, and Bidders are responsible for appropriately estimating quantities for inclusion in the submitted Total Lump Sum Bid Price.

BID ITEMS	PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	0101 1	MOBILIZATION	1	LS		\$ 160,000.00 ^{00/100}
2	0102 1	MAINTENANCE OF TRAFFIC	1	LS		\$ 60,000.00 ⁸⁰ 70,000.00 ¹⁰⁰
3	0104 18	INLET PROTECTION SYSTEM	5	EA	\$ 150.00	\$ 750.00 ^{00/100}
4	0110 1 1	CLEARING & GRUBBING	2.73	AC	\$ 15,000.00	\$ 40,950.00 ^{00/100}
5	0110 4 10	REMOVAL OF EXISTING CONCRETE	23	SY	\$ 70.00	\$ 1,610.00 ^{00/100}
6	0120 1	REGULAR EXCAVATION	1,100	CY	\$ 45.00	\$ 49,500.00 ^{00/100}
7	0120 4	SUBSOIL EXCAVATION (ALLOWANCE #1)	500	CY	\$ 24.00	\$ 12,000.00 ^{00/100}
8	0120 6	EMBANKMENT	650	CY	\$ 45.00	\$ 29,250.00 ^{00/100}
9	0160 4	TYPE B STABILIZATION	2,302	SY	\$ 45.00	\$ 103,590.00 ^{00/100}
10	285706	OPTIONAL BASE, BASE GROUP 06	718	SY	\$ 60.00	\$ 43,080.00 ^{00/100}
11	285709	OPTIONAL BASE, BASE GROUP 09 (TYPE B-12.5 ONLY)	955	SY	\$ 65.00	\$ 62,075.00 ^{00/100}
12	0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	1,437	SY	\$ 6.00	\$ 8,622.00 ^{00/100}
13	0327 70 19	MILLING EXISTING ASPHALT PAVEMENT, 3/4" AVG DEPTH	7,043	SY	\$ 3.00	\$ 21,129.00 ^{00/100}
14	0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76- 22	395	TN	\$ 275.00	\$ 108,625.00 ^{00/100}
15	0337 7 25	ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22	326	TN	\$ 440.00	\$ 143,440.00 ^{00/100}
16	0350 3 1	PLAIN CEMENT CONCRETE PAVEMENT, 6"	6	SY	\$ 180.00	\$ 1,080.00 ^{00/100}
17	0350 3 5	PLAIN CEMENT CONCRETE PAVEMENT, 8"	4	SY	\$ 200.00	\$ 800.00 ^{00/100}
18	0425 1701	INLETS, GUTTER, TYPE S, <10'	4	EA	\$ 9500.00	\$ 38,000.00 ^{00/100}
19	0425 2 41	MANHOLES, P-7, <10'	1	EA	\$ 9,000.00	\$ 9,000.00 ^{00/100}
20	430174112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"SD	33	LF	\$ 350.00	\$ 11,550.00 ^{00/100}
21	430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" S/CD	569	LF	\$ 230.00	\$ 130,870.00 ^{00/100}
22	430982121	MITERED END SECTION, OPTIONAL ROUND, 12" CD	2	EA	\$ 3200.00	\$ 6,400.00 ^{00/100}

23	430982625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	4	EA	\$ 3500.00	\$ 14,000.00/100
24	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	56	LF	\$ 44.00	\$ 2,464.00/100
25	0520 6	SHOULDER GUTTER- CONCRETE	395	LF	\$ 45.00	\$ 17,775.00/100
26	0570 1 2	PERFORMANCE TURF, SOD	2,421	SY	\$ 6.00	\$ 14,526.00/100
27	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	225	LF	\$ 18.00	\$ 4,050.00/100
28	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	540	LF	\$ 21.00	\$ 11,340.00/100
29	0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	\$ 12,000.00	\$ 12,000.00/100
30	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	7	EA	\$ 1250.00	\$ 8,750.00/100
31	0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	\$ 6,000.00	\$ 6,000.00/100
32	0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	85	LF	\$ 9.00	\$ 765.00/100
33	0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1	EA	\$ 1,500.00	\$ 1,500.00/100
34	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA	\$ 3,000.00	\$ 3,000.00/100
35	0649 21 19	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-60'	2	EA	\$ 140,000.00	\$ 280,000.00/100
36	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	12	AS	\$ 1,900.00	\$ 22,800.00/100
37	0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1	EA	\$ 29,000.00	\$ 29,000.00/100
38	0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	3	EA	\$ 13,000.00	\$ 39,000.00/100
39	0670 5112	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION	1	AS	\$ 63,000.00	\$ 63,000.00/100
40	0682 1113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	1	EA	\$ 8,500.00	\$ 8,500.00/100
41	0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	1	EA	\$ 4,500.00	\$ 4,500.00/100
42	0700 3201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	4	EA	\$ 1,250.00	\$ 5,000.00/100
43	0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	4	EA	\$ 5,000.00	\$ 20,000.00/100
44	0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	12	AS	\$ 500.00	\$ 6,000.00/100
45	0700 1 50	SINGLE POST SIGN, RELOCATE	1	AS	\$ 200.00	\$ 200.00/100
46	0700 1 60	SINGLE POST SIGN, REMOVE	5	AS	\$ 80.00	\$ 400.00/100
47	*0700141360	ENHANCED HIGHWAY SIGN ASSEMBLY, AC POWERED, F&I OVERHEAD MOUNT, BLAND OUT SIGN < 12 SF	1	EA	\$ 7,000.00	\$ 7,000.00/100
48	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	2	EA	\$ 200.00	\$ 400.00/100

49	0706 1 3	RAISED PAVEMENT MARKER, TYPE B	50	EA	\$ 6.00	\$ 300. ad/100
50	0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	0.030	GM	\$ 9,000.00	\$ 270. 00/100
51	0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	79	LF	\$ 8.00	\$ 632. 00/100
52	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	206	LF	\$ 10.00	\$ 2,060. ad/100
53	0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.121	GM	\$ 2400.00	\$ 290.40/100
54	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	6	EA	\$ 220.00	\$ 1320. 00/100
55	0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	30	EA	\$ 90.00	\$ 2700. 00/100
56	0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	128	LF	\$ 8.00	\$ 1024. 00/100
57	0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.079	GM	\$ 2,100.00	\$ 165. 90/100
58	0711 15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	0.796	GM	\$ 8,000.00	\$ 6,368. 00/100
59	0711 15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	0.284	GM	\$ 7,000.00	\$ 1,988. 00/100
60	0711 15131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.104	GM	\$ 2,800.00	\$ 291. 20/100
61	0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.180	GM	\$ 6000.00	\$ 1,080. 00/100
62	0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.190	GM	\$ 6000.00	\$ 1,140. 00/100
63		FEC WATCHMEN (ALLOWANCE# 2)	1	LS		\$30,000.00
64		CONSTRUCTION BOND (PAYMENT AND PERFORMANCE BOND)	1	LS		\$ 16,000. 00/100
TOTAL LUMP SUM BID PRICE (BID ITEMS# 1-64)					\$ 1,699,920. 50/100	

1,689,920. ~~50/100~~
CB

**ATTACHMENT "P"
ACKNOWLEDGEMENT OF ADDENDA**

Bidder hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the IFB Documents. By acknowledging the Addenda listed below, Bidder hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Bidder's Bid. Failure to acknowledge and incorporate issued Addenda may result in a Bidder being deemed non-responsive to the requirements of the IFB, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S AGENT	TITLE OF BIDDER'S AGENT	SIGNATURE OF BIDDER'S AGENT
1	5/30/24	Connie Baylor	Manager	Connie Baylor
2	6/13/24	Connie Baylor	manager	Connie Baylor
3	6/17/24	Connie Baylor	Manager	Connie Baylor

DB Civil Construction

4475 US1 S, Suite 707

St. Augustine, FL

32086

REFERENCES

Entity: FDOT – Project #427986-1-72-20

Location: Volusia County, FL

Contract Cost: \$413,864.50

Job Description: Storm Drain

Job Name: Volusia Drainage Repair

Start Date: January 2020

Contact: Charles Long – (407) 415-0764

Entity: City of Casselberry

Location: Seminole Blvd, Casselberry, FL

Contract Cost: \$1,530,015.00

Job Description: Force main rehab

Job Name: Seminole Blvd FM Rehab

Start Date: January 2019

Contact: Lynn Jarrell – (407) 773-3203

Entity: City of Davenport

Location: Davenport, FL

Contract Cost: \$6,200,000.00

Job Description: 60,000 linear feet of water main replacement

Job Name: Davenport WM Replacement

Start Date: October 2019

Contact: Aaron Perschan – (863) 270-1292

Entity: Volusia County

Location: Halifax Plantation, Ormond Beach, FL

Contract Cost: \$251,250.00

Job Description: 6" Concrete main

Job Name: Halifax Plantation

Start Date: November 2019

Contact: Scott Mays – (386) 943-7027

Entity: City of Winter Haven

Location: City of Winter Haven, FL

Contract Cost: \$1,700,000.00

Job Description: Gravity sewer, lift station, water main & fiber

Job Name: Winter Haven Reg. Airport Utilities

Start Date: October 2019

Contact: Ron Bach – (863) 287-3928

DB Civil Construction

Entity: City of St Augustine
Location: Riberia – Dehaven Street, St Augustine, FL
Contract Cost: \$1,503,299.00
Job Description: 15” & 18” storm, 8” sewer and 6” water
Job Name: Lincolnville Utility Rehab
Start Date: July 2020
Contact: Jes Beach – (904) 209-4227

Entity: FDOT/Superior Construction – Project 440557-7-52-01
Location: A1A Flagler County Seawell, FL
Contract Cost: \$1,197,000.00
Job Description: 5369 FL – 12” PVC water main, 850 LF of 8” gravity sewer
Job Name: SR A1A
Start Date: February 2019
Contact: David Blair – (352) 208-3762

Entity: City of Orlando – IFB19-0005
Location: Plaza Terrace Drive
Contract Cost: \$850,000.00
Job Description: 8” sanitary sewer
Job Name: Plaza Terrace Dr. Sew Replacement
Start Date: June 2019
Contact: Adam Walosik – (407) 246-3528

Entity: FDOT – Project 41021667207
Location: Beach Blvd, Jacksonville, FL
Contract Cost: \$120,000.00
Job Description: Storm drain replacement
Job Name: SR 212, Beach Blvd
Start Date: July 2018
Contact: Jim Brown – (386) 758-3798

Entity: Augustine Development Group
Location: Comares Ave, St Augustine, FL
Contract Cost: \$615,975.00
Job Description: SD, WM, SM
Job Name: Cortez on the Water
Start Date: February 2019
Contact: Brian Greiner – (904) 347-8331

Entity: FDOT – Project 41021677204
Location: Beach Blvd, Jacksonville, FL
Contract Cost: \$162,000.00
Job Description: Storm drain replacement
Job Name: SR 212, Beach Blvd
Start Date: July 2018
Contact: Jim Brown – (386) 758-3798

DB Civil Construction

Entity: City of Holly Hill
Location: 7th Street, Holly Hill, FL
Contract Cost: \$300,000.00
Job Description: Storm sewer
Job Name: 7th St Drainage Improvements
Start Date: December 2017
Contact: Walt Smyser – (386) 348-9463

Entity: FDOT
Location: SR 483, Volusia County
Contract Cost: \$419,755.00
Job Description: Ditch grading
Job Name: Volusia SR 483 Ditch Grading
Start Date: October 2019
Contact: Charles Long – (407) 415-0764

Entity: Volusia County Utility
Location: Volusia County, FL
Contract Cost: \$251,250.00
Job Description: Concentrate Main
Job Name: Halifax Concentrate Main
Start Date: August 2019
Contact: Inga Fegley – (386) 626-6623

Entity: City of DeLand
Location: DeLand, FL
Contract Cost: \$681,837.24
Job Description: Reclaimed Water Main Ext
Job Name: DeLand RCWM Phase 4
Start Date: March 2020
Contact: Keith Ringer – (386) 761-6810

Entity: Town of Orange Park
Location: Orange Park, FL
Contract Cost: \$45,670.00
Job Description: Force Main
Job Name: Grove Park & Gano Force Main
Start Date: March 2020
Contact: Eric Sanders – (904) 448-5300

Entity: Putnam County
Location: Putnam County, FL
Contract Cost: \$272,301.60
Job Description: Drainage Improvements
Job Name: East Lar Lane Drainage Outfall
Start Date: January 2021
Contact: Mike Rodriguez – (386) 329-0346

DB Civil Construction

Entity: Putnam County
Location: Putnam County, FL
Contract Cost: \$407,150.00
Job Description: Drainage Improvements
Job Name: E Towles Rd Drainage
Start Date: January 2021
Contact: Mike Rodriguez – (386) 329-0346

Entity: Haskell
Location: Tavares, FL
Contract Cost: \$193,760.00
Job Description: WL
Job Name: Tavares Seaplane
Start Date: January 2021
Contact: Anna Goodwin – (850) 320-5575

Entity: Superior Construction
Location: Nassau County, FL
Contract Cost: \$164,239.86
Job Description: Increase lanes
Job Name: FDOT SR200 Improvements
Start Date: April 2020
Contact: Billy Jennings – (386) 984-6281

Entity: North FL RV Storage, LLC
Location: St. Augustine, FL
Contract Cost: \$42,098.00
Job Description: Drainage & Roadway Restoration
Job Name: Ocean Grove Boat RV Storage
Start Date: March 2020
Contact: Bart Piniáz – (904) 392-3007

Entity: City of Bunnell
Location: Bunnell, FL
Contract Cost: \$650,000.00
Job Description: Sewer Improvements
Job Name: Westside Sewer Improvements
Start Date: November 2018
Contact: Billy Baker – (386) 237-8244

Entity: City of Bunnell
Location: Bunnell, FL
Contract Cost: \$686,326.00
Job Description: Sewer Improvements
Job Name: Southside Sewer Improvements
Start Date: March 2019
Contact: Billy Baker – (386) 237-8244

DB Civil Construction

Entity: Superior Construction
Location: Orlando, FL
Contract Cost: \$54,750.00
Job Description: Connection Improvements
Job Name: FDOT I4 Direct Connect
Start Date: December 2019
Contact: Adam Brown – (407) 398-9712

Entity: Nassau County
Location: Nassau County, FL
Contract Cost: \$104,870.00
Job Description: Remove and replace a failing cross drain
Job Name: Citrona Storm Drain Repair
Start Date: April 2020
Contact: David Hearn – (904) 530 - 6175

Entity: Orange County BOCC
Location: Orange County, FL
Contract Cost: \$1,530,004.00
Job Description: FM
Job Name: Summerlake Park FM Y18-741
Start Date: December 2019
Contact: Kameron Thomas – (407) 450-0116

Entity: City of Daytona Beach
Location: Daytona Beach, FL
Contract Cost: \$381,132.00
Job Description: Irrigation, drainage, borrow material, grading and turf installation.
Job Name: Derbyshire Park Phase III
Start Date: March 2020
Contact: Mark Veenstra – (386) 671-8120

Entity: City of Winter Haven
Location: Winter Haven, FL
Contract Cost: \$527,492.04
Job Description: Site Stripping, drainage, and access road construction.
Job Name: Winter Haven Access Road
Start Date: January 2020
Contact: Ron Bach – (863) 287-3928

Entity: City of Dade City
Location: Dade City, FL
Contract Cost: \$2,548,980.00
Job Description: Stormwater management ponds, construction of stormwater pipes and drainage structures, paving, sodding, and ancillary activities.
Job Name: Dade Oaks Flood Detention Facility
Start Date: July 2022
Contact: Tina Mauriello (813) 714-9237



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2023

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

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


PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Laura Bell PHONE (A/C, No, Ext): (386) 333-6137 FAX (A/C, No): (386) 323-9117 E-MAIL ADDRESS: laura.bell@bbrown.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Crum & Forster Specialty Insurance Company</td> <td>44520</td> </tr> <tr> <td>INSURER B: Auto-Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D: Bridgefield Casualty Insurance Company</td> <td>10335</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty Insurance Company	44520	INSURER B: Auto-Owners Insurance Company	18988	INSURER C: XL Specialty Insurance Company	37885	INSURER D: Bridgefield Casualty Insurance Company	10335	INSURER E:		INSURER F:
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INSURED DB CIVIL CONSTRUCTION, LLC 4475 US-1 SOUTH SUITE 707 ST. AUGUSTINE FL 32086														

COVERAGES **CERTIFICATE NUMBER:** 2023-24 **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	SUBR	INSO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EPK-144435	06/28/2023	06/28/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Pollution \$ \$1m/\$1m
B	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					5185713701	06/28/2023	06/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ 0					EFX-123205	06/28/2023	06/28/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y/N <input type="checkbox"/> N/A	196-53348	07/26/2023	07/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater					UM00116969MA23A	06/28/2023	06/28/2024	Leased/rented \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE NOTES FOR POLICY COVERAGE FORMS
PROJECT: POWELL TOWNHOMES & STORAGE SITWORK, CR 142/POWELL RD., WILDWOOD, FL 34765.
CERTIFIED GENERAL CONTRACTORS, INC. IS ADDITIONAL INSURED AND A WAIVER OF SUBROGATION APPLIES, AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

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



Ron DeSantis, Governor

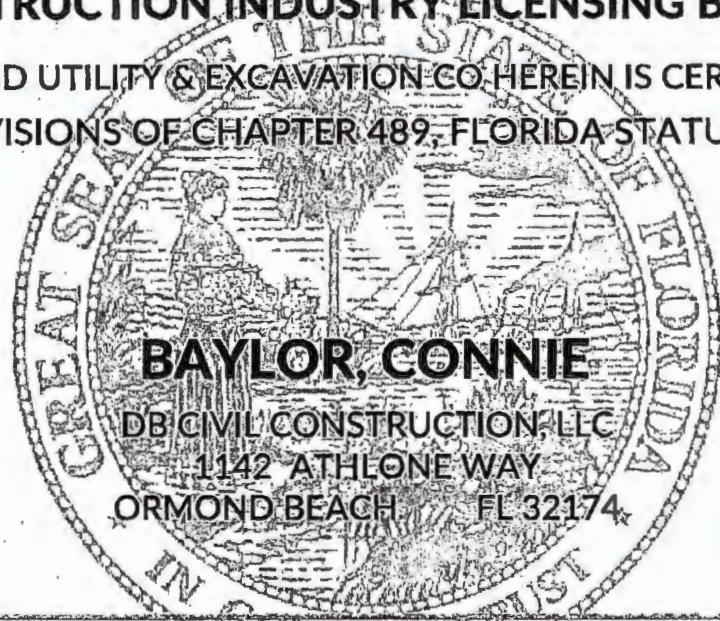
Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BAYLOR, CONNIE

DB CIVIL CONSTRUCTION LLC
1142 ATHLONE WAY
ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1224644

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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



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Detail by Entity Name

Florida Limited Liability Company
DB CIVIL CONSTRUCTION, LLC

Filing Information

Document Number L17000064257
FEI/EIN Number 82-1245533
Date Filed 03/21/2017
State FL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 07/21/2017
Event Effective Date NONE

Principal Address

4475 US1 South
SUITE 707
ST. AUGUSTINE, FL 32086

Changed: 01/08/2021

Mailing Address

4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Changed: 01/08/2021

Registered Agent Name & Address

BAYLOR, DALTON
4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Name Changed: 03/09/2020

Address Changed: 01/08/2021

Authorized Person(s) Detail

Name & Address

Title Manager

BAYLOR, CONNIE
4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Title Authorized Member

BAYLOR, DALTON
4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Annual Reports

Report Year	Filed Date
2022	01/25/2022
2023	04/05/2023
2024	03/21/2024

Document Images

03/21/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
02/19/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
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01/21/2020 -- ANNUAL REPORT	View image in PDF format
01/23/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
07/21/2017 -- LC Amendment	View image in PDF format
03/21/2017 -- Florida Limited Liability	View image in PDF format

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L17000064257

Entity Name: DB CIVIL CONSTRUCTION, LLC

Current Principal Place of Business:

4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Current Mailing Address:

4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086 US

FEI Number: 82-1245533

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BAYLOR, DALTON
4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086 US

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

SIGNATURE: DALTON BAYLOR

03/21/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title: MANAGER
Name: BAYLOR, CONNIE
Address: 4475 US1 SOUTH
SUITE 707
City-State-Zip: ST. AUGUSTINE FL 32086

Title: AUTHORIZED MEMBER
Name: BAYLOR, DALTON
Address: 4475 US1 SOUTH
SUITE 707
City-State-Zip: ST. AUGUSTINE FL 32086

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DALTON W. BAYLOR

MRG

03/21/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

This Receipt is Issued pursuant to
County ordinance 87-36

**2023/2024 ST. JOHNS COUNTY
LOCAL BUSINESS TAX REMINDER**
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1083180
EXPIRES September 30, 2024

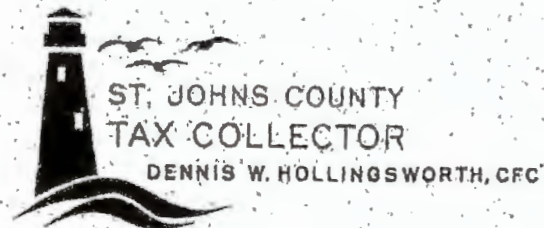
Business Type Underground Utilities (L)
Location 4475 S US1 # 502
St Augustine FL 32086

**New Business
Transfer**

Business Name DB Civil Construction LLC

Owner Name DB Civil Construction LLC

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



Tax 18.00
Penalty 2.70
Cost 0.00
Total 20.70

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2023-7509060 on 11/17/23 for \$20.70

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated June 19, 2024.

For
US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of June 19 A.D., 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

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

WITNESSES:

Spencer Ward

DB Civil Construction, LLC

PRINCIPAL:

Connie Baylor

NAME OF FIRM:

Connie Baylor, Manager

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

4475 US 1 S, Suite 207

BUSINESS ADDRESS

St. Augustine FL

CITY STATE

Western Surety Company

SURETY:

WITNESS:

Alex Rausch

Alex Rausch

Western Surety Company

CORPORATE SURETY

S. McCauley Jr

ATTORNEY-IN-FACT (AFFIX SEAL) Sean McCauley, Jr.

5710 LBJ Fwy., Suite 235

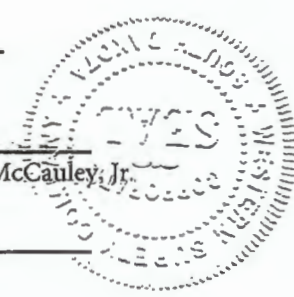
BUSINESS ADDRESS

Dallas TX

CITY STATE

McCauley Bond Agency

NAME OF LOCAL INSURANCE AGENCY



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Sean McCauley Jr, Bridget Truxillo, Sam Duckett, Ashlyn Simchik, Sarah Timmons, Jarrod Yost, Alex Rausch, Liam Hackett, Sterling Ward, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of March, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of June, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

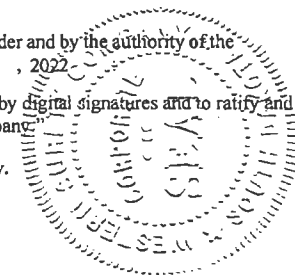
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



State of Florida



Department of State

I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

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

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of May, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script that reads "Jim Smith".

Jim Smith
Secretary of State

NOTARY ACKNOWLEDGEMENT

State of Texas

County of Dallas

On this the 19th day of June, 2024, before me, Ashlyn Simchik (name of notary), personally appeared Sean McCauley, Jr. known to me (or satisfactorily proven) to be the person(s) whose name(s) is (is or are) subscribed to the within instrument and acknowledged that He (he/she/they) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Date: June 19, 2024

Ashlyn Simchik

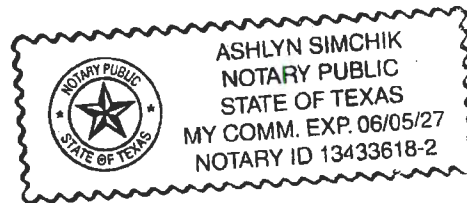
Notary Public

Print Name: Ashlyn Simchik

Notary ID: 13433618-2

My Commission Expires:

June 5, 2027





Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

*Verified by
SJC Purchasing*

6/26/2024 2:46:26 PM EST

[Return to Inquiry Menu](#)

Contractor with Name KUDZUE 3 TRUCKING INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
KUDZUE 3 TRUCKING INC. F202325377004 EXPIRES: 6/30/2025	P.O. BOX 1799 YULEE, FL 32041 (904)388-7838	P.O. BOX 1799 YULEE, FL 32041 (904)388-7838
WORK CLASSES FLEXIBLE PAVING * Milling.	HOT PLANT-MIXED BITUM. COURSES	



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](#)





Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

Verified by SSC Purchasing SS

6/26/2024 2:47:05 PM EST

[Return to Inquiry Menu](#)

Contractor with Name P & P STRIPING LLC
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
P & P STRIPING LLC F812591906001 EXPIRES: 6/30/2025	PO BOX 66 POMONA PARK, FL 32181 (386)916-6426	1224 S US HWY 17 SATSUMA, FL 32189 (386)916-6426
WORK CLASSES		
PAVEMENT MARKING		ROADWAY SIGNING



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](#)





Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

Verified by SJC Purchasing JF

6/26/2024 2:47:39 PM EST

[Return to Inquiry Menu](#)

Contractor with Name CHINCHOR ELECTRIC INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
CHINCHOR ELECTRIC INC. F593044703003 EXPIRES: 3/30/2025	1460 S.LEAVITT AVE. ORANGE CITY, FL 32763 (386)774-1020	1460 S. LEAVITT AVE. ORANGE CITY, FL 32763 (386)774-1020

WORK CLASSES

- COMPUTERIZED TRAFFIC CONTROL
- INTELLIGENT TRANSPORTATION SYSTEMS
- SIDEWALK
- * Drilled Shafts, Underground Utilities (electric).
- ELECTRICAL WORK
- ROADWAY SIGNING
- TRAFFIC SIGNAL



FLORIDA DEPARTMENT OF TRANSPORTATION
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 Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy, Disclaimers & Credits](#)





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

INVITATION FOR BIDS NO: 1850

**US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS
–FDOT FPN 210418-9-54-01**

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sicfl.us/Purchasing/index.aspx

FINAL: 05/09/2024

TABLE OF CONTENTS

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

Attachment “A” – St Johns County Board of County Commissioners Affidavit
Attachment “B” – Certificate as to Corporate Principal
Attachment “C” – License/Certification/FDOT Work Class Pre-Qualification List
Attachment “D” – List of Proposed Sub-Contractors/Suppliers
Attachment “E” – Conflict of Interest Disclosure Form
Attachment “F” – Drug Free Work Place Form
Attachment “G” – Claims, Liens, Litigation History
Attachment “H” – Public Entity Crimes Statement
Attachment “I” – Non-collusion Certification
Attachment “J” – E-Verify Affidavit
Attachment “K” – Equal Opportunity Report Statement
Attachment “L” – Certificate of Compliance with Florida Trench Safety Act
Attachment “M” – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –
Primary Covered Transactions
Attachment “N” – Certification for Disclosure of Lobbying Activities
Attachment “O” – Schedule of Values
Attachment “P” – Acknowledgement of Addenda
Bid Bond
Sealed Bid Mailing Label

SEPARATE DOCUMENTS:

EXHIBIT A – ROADWAY PLANS

EXHIBIT B – ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT EXEMPTION (PDEX: 210180-1)

EXHIBIT C – DRAINAGE REPORT – PREPARED BY ENGLAND-THIMS & MILLER, INC. (MARCH 2023)

EXHIBIT D – GEOTECHNICAL ENGINEERING REPORT – PROVIDED BY ECS FLORIDA, LLC (JANUARY 17, 2024)

EXHIBIT E – JOINT PARTICIPATION AGREEMENT (JPA) RAILROAD CERTIFICATION

EXHIBIT F – FDOT STATE-FUNDED GRANT AGREEMENT FPN 210418-9-54-01

END OF TABLE OF CONTENTS

PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

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

2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the Policy and associated procedures are incorporated into the IFB 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) PURPOSE

The purpose of this IFB is for a Contractor to complete all work to construct improvements at US-1/Pine Island Road Intersection in St. Johns County, Florida. Improvements include milling/resurfacing, roadway striping, roadway signage, drainage improvements, installation of traffic signal with preemptive connection to railroad, improvements/added lanes to Pine Island Road and US-1, improvements to Stratton Road, and any additional work shown in the roadway construction plans. This project is partially funded under Florida Department of Transportation (FDOT) Grant Contract No. G2T28 (FPN 210418-9-54-01).

4) 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.

5) IFB DOCUMENTS

The IFB 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.

IFB Documents may be obtained from www.demandstar.com or SJC Purchasing Department. The IFB 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 IFB Documents. The County, in making the IFB 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.

6) INTERPRETATION OR CORRECTION OF IFB DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the IFB Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the IFB 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 IFB Documents will be made by Addendum. Interpretations, corrections, or changes of the IFB 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 IFB 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.

7) SUBSTITUTIONS

The materials, products and equipment described in the IFB Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been received by the Designated Point of Contact at least fourteen (14) calendar days prior to the submittal deadline for Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and testing data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders must not rely upon approval made in any other manner.

8) DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this IFB is Diana M. Fye, BAS, CPPB, NIGP-CPP, Senior Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at dfye@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Bryan Matus, Senior Procurement Coordinator at bmatus@sjcfl.us.

9) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

10) PRE-BID MEETING

There will be a **Non-Mandatory** Pre-Bid Meeting on **Thursday, May 23, 2024 at 10:00 AM EDT** in the Public Works Main Conference Room at the St. Johns County Public Works Department, 2750 Industry Center Road, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Meeting in order to be eligible to submit a bid for this project. Bidders and sub-contractors are highly encouraged to visit the site prior to the Pre-Bid Meeting to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

11) QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than Four o'clock **(4:00PM) EDT** on **Wednesday, June 5, 2024**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

12) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the IFB Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager

or Purchasing Director to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and completing and submitting **Attachment "P"** – Acknowledgement of Addenda with the sealed Bid.

13) BID SUBMITTAL REQUIREMENTS

The Submittal Deadline for Bids shall be no later than two o'clock (2:00PM EDST) on **Wednesday, June 19, 2024**. Bids must be submitted to:

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

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 Department, 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.

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.

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 Department. Any such Bid that is not received in the SJC Purchasing Department shall be returned to the Bidder, unopened.

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder's full legal company name, mailing address, and recite: "**IFB NO: 1850; US-1/Pine Island Road Intersection Improvements – FDOT FPN 210418-9-54-01**". 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 IFB General Terms and Conditions.**

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 a principal of the Bidder, or other 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.

14) BID SECURITY

Each submitted Bid must be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of **five percent (5%) of the Total Lump Sum Bid Price** submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the County on the terms stated in the IFB and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit **Attachment "B"** – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit **Attachment "B"** – Certificate as to Corporate Principal.

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

15) BID BOND INSTRUCTIONS

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

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

16) SURETY REQUIREMENTS

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

- Surety must be licensed to do business in the State of Florida;
- Surety must have a record of successful continuous operations for at least three (3) years;

- Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
- Surety must have fulfilled all of its obligations on all other bonds given to the County;
- Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

17) BID POSTPONEMENT/CANCELLATION

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

18) MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

19) 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.

20) CONSIDERATION OF BIDS

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

Rejection of Bids: The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

Bid Award: It is the intent of the County to award to the lowest, responsive, responsible Bidder(s), based upon the Total Lump Sum Bid Price.

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

PaymentWorks Registration: The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants even if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system.

Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us or Kayla Miller at kmiller@sjcfl.us.

21) PROTESTS

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

22) MINIMUM QUALIFICATIONS

Bidders must be fully licensed and authorized to do business in the State of Florida, must have a currently active registration with the State of Florida, Division of Corporations, and must be currently licensed as a **Certified General Contractor (CGC)** or **Certified Underground Utility and Excavation Contractor (CUC)** as of the submittal deadline for Bids.

Bidders must be appropriately registered to do business in St. Johns County, which includes payment of a Local Business Tax Receipt (LBTR), unless otherwise exempt. Proof of any exemption must be submitted in lieu of licensure, registration or LBTR.

Additionally, the prime or proposed sub-contractor performing any work in the following work classes shall be currently Florida Department of Transportation (FDOT) pre-qualified: (1) Flexible Paving, (2) Drainage, (28) Pavement Marking, (38) Roadway Signing, and (39) Traffic Signal. A letter from FDOT confirming pre-qualification, current at the time of bid submittal, in the required work classes must be submitted under **Attachment "C" – License/Certification/FDOT Work Class Pre-Qualification List**.

Proof of qualifications must be provided by completing and submitting **Attachment "C" – License/Certification/FDOT Work Class Pre-Qualification List** along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

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

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

Bidders who are debarred or suspended at the time of Bid opening are not eligible and will be deemed unresponsive and un-responsible for this federally funded project. Bidders who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid proposal for this IFB. Bidders must provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" as the prospective Sub-Contractor of the Grant Recipient (St. Johns County) performing services for this project, by completing and submitting **Attachment "M"** with the submitted bid proposal.

Failure by a Bidder to demonstrate meeting or exceeding the minimum qualification requirements stated above

shall be grounds for disqualification and removal from further consideration for award. The County reserves the right to request additional information regarding the qualification and experience of the Bidder in order to determine the responsibility of the Bidder to perform the specified work.

Bidders to whom award of a contract is under consideration shall submit to the County, upon request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

23) SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, **Attachment "D"**, is provided in the IFB Document. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County may then, at its option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

24) FLORIDA TRENCH SAFETY ACT

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. A copy of the form, **Attachment "L"**, is provided in the IFB Document.

25) PUBLIC CONSTRUCTION BOND

The awarded Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the awarded Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

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

Contractor shall record the Public Construction Bond with the St. Johns County Clerk of Courts, and obtain a certified copy of the recorded bond and provide to the SJC Purchasing Department. No work shall commence until the required bond has been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the IFB Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

26) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Unless otherwise provided in the IFB Documents, the Agreement for Work will be written on the St. Johns County Master Construction Agreement.

27) EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

28) CONTRACT TIME – LIQUIDATED DAMAGES

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a “Notice of Award”. St. Johns County will return a “fully executed” Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original certified copy of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next lowest, responsible Bidder.

Contractor shall submit all shop drawings to the SJC Project Manager within fourteen (14) days of the date of the Notice to Proceed. Contractor shall submit to the SJC Project Manager proof of purchase for signal cabinet with all equipment specified in plans, detection equipment, and signal mast arms within thirty (30) days of the date of the Notice to Proceed.

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Two Hundred Seventy (270)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to achieve Substantial Completion or Final Completion of the Work by its applicable date, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety shall pay to the County, not as a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County’s rights of termination and Contractor’s obligation to complete the Work. Should Contractor fall behind the approved Work schedule, the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion, the amount so due as determined by the following schedule based on the Florida Department of Transportation (FDOT) 24-25 Standard Specifications Book for Road & Bridge Construction:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$299,999 and under.....	\$904

\$300,000 but less than \$2,000,000.....	\$1,685
\$2,000,000 but less than \$5,000,000.....	\$2,667
\$5,000,000 but less than \$10,000,000.....	\$3,813
\$10,000,000 but less than \$20,000,000.....	\$5,021
\$20,000,000 but less than \$40,000,000.....	\$7,442
\$40,000,000 and over.....	\$10,224 (plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar))

29) INDEMNIFICATION

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.

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 performance of the Work.

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

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation 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.

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

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

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

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

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

30) FORCE MAJEURE; DELAYS

Force Majeure: Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and

guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this agreement due to any one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's work error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

31) CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County and the Engineer, this person shall be the Contractor's Superintendent.

A. OSHA Requirements:

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

B. Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this IFB meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

C. Training and Education:

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Welding/Cutting/Brazing
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocutation Hazards.

D. Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations:

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

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

E. Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way

32) TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification of any and all items on non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor. In the event the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract, the County may terminate the Contract, for cause.

The County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract with the awarded Contractor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive Bidder, in order to enter into a Contract with that Contractor to complete the required Work for the County, if it serves the best interest of the County to do so.

33) METHOD OF PAYMENT

The Contractor shall invoice the SJC Public Works Engineering Division, for services satisfactorily performed, at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

St. Johns County Public Works Engineering Division
ATTN: Clint Lynch
2750 Industry Center Road
St. Augustine, FL 32084
clynch@sjcfl.us

St. Johns County Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, IFB Number
- Unit Prices / Extended Prices / Total Price of Invoice
- Description of Services Performed

34) TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

35) INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be satisfactory to the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the execution of this Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

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

Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$5,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Contractor shall procure and maintain during the life of this Contract, Commercial 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.

FLORIDA EAST COAST RAILWAY, L.L.C. INSURANCE REQUIREMENTS

- A. **Liability Insurance.** During the Term of this Contract, Contractor shall purchase and maintain: (i) Commercial General Liability Insurance ("CGL"), with contractual liability covering obligations assumed in this Contract (including any agreements entered into between the parties pursuant hereto) by Contractor, providing for available limits of not less than \$6,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in each occurrence and for damage to or destruction of property, including the loss of use thereof, in each occurrence, including Federal Employers Liability Act claims ("FELA") against the FECR, or other liability arising out of or incidental to railroad operations; (ii) at FECR's option, Contractor will obtain a policy of Railroad Protective Liability with liability limits of \$2,000,000 per occurrence, \$6,000,000 aggregate with FECR as the only named insured; (iii) Statutory Workers' Compensation, Employer's Liability Insurance with available limits of not less than \$1,000,000 and Occupational Disease Insurance; (iv) if any motor vehicles are used in connection with the Services to be performed hereunder (or in connection with any agreements entered into between the parties pursuant hereto), Business Automobile Liability Insurance with limits of not less than \$1,000,000 single limit, bodily injury and/or property damage combined, for damages to or destruction of property including the loss of use thereof, in any one occurrence; and (v) if professional services are being rendered by Contractor, Professional Liability coverage in an amount not less than \$1,000,000. If, in FECR's opinion, a higher limit of liability is necessary for any insurance policy required hereunder, FECR shall so notify Contractor and Contractor shall, within thirty (30) days of receipt of such notice, provide a copy of the endorsement to the appropriate policy increasing the liability coverage to the required limit. Such insurance will include a minimum of two years' tail

coverage necessary to cover claims occurring during the Term but which may not be brought until after termination of this Contract.

- B. **Policy Requirements.** All insurance required hereunder shall be affected by valid and enforceable policies issued by insurer(s) of financial responsibility and authorized to do business in all necessary states, all subject to the reasonable prior approval of FECR. Contractor's liability insurance policies shall name FECR, its parent, affiliates and subsidiaries as additional insureds and will not have any exclusion for liability relating to railroad operations or contractual liability for construction or demolition within fifty (50) feet of FECR's tracks by endorsement. Contractor's Workers' Compensation and property insurance policies shall include waivers of subrogation rights endorsements in favor of FECR. All policies shall contain a provision for thirty (30) days' written notice to FECR prior to any expiration or termination of, or any change in, the coverage provided. Contractor shall provide FECR with at least thirty (30) days' written notice prior to such expiration, termination or change in any insurance coverage. Insurance Company must be issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+, and a financial category size of Class XII or higher. Prior to any entry upon FECR property pursuant to this Contract and upon FECR's request thereafter, Contractor shall provide or shall cause its insurer or insurance agent to provide FECR with a certificate of insurance certifying the liability insurance policies in effect for the Term of this Contract. The liability assumed by Contractor under this Contract, including, but not limited to, Contractor's indemnification obligations, shall not be limited to the insurance coverage stipulated herein.

36) 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.

Work shall be in accordance with the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, latest edition.

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the bidder is not a DBE/MBE/WBE firm the contractor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors; **OR**
2. If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors.

37) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

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

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

38) 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.

39) 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.

40) COMPLIANCE WITH FLORIDA STATUTE 287.138

- A. 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.
- B. 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.

PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the IFB Documents and Specifications entitled for IFB No: 1850; US-1/Pine Island Road Intersection Improvements – FDOT FPN 210418-9-54-01 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

TOTAL LUMP SUM BID PRICE: (As per plans and specifications)

\$ _____
Total Lump Sum Bid Price (Numerical)

_____/100 Dollars
Total Lump Sum Bid Price (Amount written or typed in words)

Bidder shall insert the Total Lump Sum Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Total Lump Sum Bid Price submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Total Lump Sum Bid Price above shall be the final price charged to the County for work performed.

The Lump Sum Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

IFB NO: 1850; US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

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

Point of Contact (POC) to receive invitation from Payment Works for registration:

Authorized POC: _____ Email Address for POC: _____
(Name typed or printed)

INDIVIDUAL

Name: _____ (Signature)
(Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Point of Contact (POC) to receive invitation from Payment Works for registration:

Authorized POC: _____ Email Address for POC: _____
(Name typed or printed)

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

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

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

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

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for **IFB No: 1850; US-1/Pine Island Road Intersection Improvements – FDOT FPN 210418-9-54-01**, in St. Johns County, Florida.

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Signature of Secretary

Full Legal Name of Corporation (Bidder)

STATE OF _____

COUNTY OF _____

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this ___ day of _____, 20___, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

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

**ATTACHMENT “C”
 LICENSE / CERTIFICATION LIST / FDOT WORK CLASS PRE-QUALIFICATIONS 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			
St. Johns County Local Business Tax Receipt			
Certified General Contractor (CGC)			
Certified Underground Utility and Excavation Contractor (CUC)			
FDOT Pre-Qualification – Flexible Paving			
FDOT Pre-Qualification – Drainage			
FDOT Pre-Qualification – Pavement Marking			
FDOT Pre-Qualification – Roadway Signing			
FDOT Pre-Qualification – Traffic Signal			

ATTACHMENT "D"
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	Percentage (%) of Total Work/Services

ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: IFB No 1850; US-1/Pine Island Road Intersection Improvements – FDOT FPN 210418-9-54-01

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a 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.

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

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

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

Please check the appropriate statement:



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



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

Legal Name of Bidder: _____

Authorized Representative(s): _____
Signature

Print Name/Title

Signature

Print Name/Title

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

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

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

Signature

Date

ATTACHMENT "G"
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 construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

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

Amount actually recovered, if any: _____

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

2. List all pending litigation and or arbitration.

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

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

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

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

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

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

Liquidated Damages

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

(Use additional or supplemental pages as needed)

ATTACHMENT "H"

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

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

1. The principal business address of Bidder is: _____
2. I am duly authorized as _____ (Title) of Bidder.
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 Bidder, 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 Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20__, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires

ATTACHMENT "I"
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) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., 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 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. 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. 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 Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

**ATTACHMENT “K”
EQUAL OPPORTUNITY REPORT STATEMENT**

The Bidder shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such

action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT "L"
CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

ATTACHMENT "M"

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

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

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____ of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:

By _____
Signature

St. Johns County BOCC
Sub-Recipient's Name

Name and Title

G2728
Division Contract Number

Street Address

#210418-9-54-01
FPN Project Number

City, State, Zip

Date

ATTACHMENT "N"
BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**ATTACHMENT “O”
SCHEDULE OF VALUES**

BIDDERS MUST FILL OUT THE TABLES BELOW COMPLETELY. Failure to complete and submit Attachment “O” – Schedule of Values may result in the bid proposal being deemed non-responsive and removed from consideration for award of a contract.

Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

PAY ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0104 18	INLET PROTECTION SYSTEM	5	EA	\$	\$
0110 1 1	CLARING & GRUBBING	2.73	AC	\$	\$
0110 4 10	REMOVAL OF EXISTING CONCRETE	23	SY	\$	\$
0120 1	REGULAR EXCAVATION	1,100	CY	\$	\$
0120 6	EMBANKMENT	650	CY	\$	\$
0160 4	TYPE B STABILIZATION	2,302	SY	\$	\$
285706	OPTIONAL BASE, BASE GROUP 06	453	SY	\$	\$
285709	OPTIONAL BASE, BASE GROUP 09 (TYPE B-12.5 ONLY)	1,204	SY	\$	\$
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	581	SY	\$	\$
0327 70 19	MILLING EXISTING ASPHALT PAVEMENT, 3/4" AVG DEPTH	7,640	SY	\$	\$
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	249	TN	\$	\$
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	365	TN	\$	\$
0350 3 1	PLAIN CEMENT CONCRETE PAVEMENT, 6"	6	SY	\$	\$
0350 3 5	PLAIN CEMENT CONCRETE PAVEMENT, 8"	4	SY	\$	\$
0425 1701	INLETS, GUTTER, TYPE S, <10'	4	EA	\$	\$
0425 2 41	MANHOLES, P-7, <10'	1	EA	\$	\$
430174112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12" SD	33	LF	\$	\$
430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER - ELLIPTICAL/ARCH, 18" S/CD	569	LF	\$	\$
430982121	MITERED END SECTION, OPTIONAL ROUND, 12" CD	2	EA	\$	\$
430982625	MITERED END SECTION, OPTIONAL – ELLIPTICAL/ARCH, 18" CD	4	EA	\$	\$
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	56	LF	\$	\$
0520 6	SHOULDER GUTTER – CONCRETE	395	LF	\$	\$

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0570 1 2	PERFORMANCE TURF, SOD	2,421	SY	\$	\$
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	225	LF	\$	\$
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	540	LF	\$	\$
0632 7 1	SIGNAL CABLE – NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	\$	\$
0635 2 11	PULL & SPLICE BOX, FURNISH & INSTALL, 13" X 24" COVER SIZE	7	EA	\$	\$
0639 1122	ELECTRICAL POWER SERVICE, FURNISH & INSTALL, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	\$	\$
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	85	LF	\$	\$
0639 3 11	ELECTRICAL SERVICE DISCONNECT, FURNISH & INSTALL, POLE MOUNT	1	EA	\$	\$
0641 2 12	PRESTRESSED CONCRETE POLE, FURNISH & INSTALL, TYPE P-II SERVICE POLE	1	EA	\$	\$
0649 21 19	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, DOUBLE ARM 70'-60'	2	EA	\$	\$
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	12	AS	\$	\$
0660 4 11	VEHICLE DETECTION SYSTEM – VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1	EA	\$	\$
0660 4 12	VEHICLE DETECTION SYSTEM – VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	3	EA	\$	\$
0670 5112	TRAFFIC CONTROLLER ASSEMBLY, FURNISH & INSTALL, NEMA, 2 PREEMPTION	1	AS	\$	\$
0682 1113	ITS CCTV CAMERA, FURNISH & INSTALL, DOME PTZ ENCLOSURE – PRESSURIZED, IP, HIGH DEFINITION	1	EA	\$	\$
0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	1	EA	\$	\$
0700 3201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	4	EA	\$	\$
0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	4	EA	\$	\$
0700 1 11	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	12	AS	\$	\$
0700 1 50	SINGLE POST SIGN, RELOCATE	1	AS	\$	\$
0700 1 60	SINGLE POST SIGN, REMOVE	5	AS	\$	\$
0700141360	ENHANCED HIGHWAY SIGN ASSEMBLY, AC POWERED, FURNISH & INSTALL OVERHEAD MOUNT, BLAND OUT SIGN <12 SF	1	EA	\$	\$
0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	2	EA	\$	\$
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	50	EA	\$	\$

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	0.030	GM	\$	\$
0711 11124	THERMOPLASTIC, STANDARD, WHITE SOLID, 18" FOR DIAGONALS AND CHEVERONS	79	LF	\$	\$
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	206	LF	\$	\$
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6-10 GAP EXTENSION, 6"	0.121	GM	\$	\$
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	6	EA	\$	\$
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	30	EA	\$	\$
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	128	LF	\$	\$
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE / 6-10 DOTTED EXTENSION LINE, 6"	0.079	GM	\$	\$
0711 15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	0.796	GM	\$	\$
0711 15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	0.284	GM	\$	\$
0711 15131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.104	GM	\$	\$
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.180	GM	\$	\$
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.190	GM	\$	\$
				\$	\$
				\$	\$
SUMMARY OF ROADWAY PLANS TOTAL:				\$	

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PERCENTAGE	TOTAL AMOUNT
0101 1	MOBILIZATION	1	LS	10%	\$
0102 1	MAINTENANCE OF TRAFFIC	1	LS	10%	\$
MOBILIZATION & MAINTENANCE OF TRAFFIC TOTAL				\$	

ATTACHMENT "P"
ACKNOWLEDGEMENT OF ADDENDA

Bidder hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the IFB Documents. By acknowledging the Addenda listed below, Bidder hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Bidder's Bid. Failure to acknowledge and incorporate issued Addenda may result in a Bidder being deemed non-responsive to the requirements of the IFB, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S AGENT	TITLE OF BIDDER'S AGENT	SIGNATURE OF BIDDER'S AGENT

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
US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IFB NO: 1850; US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY


STATE

NAME OF LOCAL INSURANCE AGENCY

SEALED BID MAILING LABEL

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	IFB NO: 1850
IFB TITLE:	US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01
DUE DATE/TIME:	By 2:00PM – JUNE 19, 2024
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT

CONTRACT PLANS COMPONENTS
ROADWAY PLANS

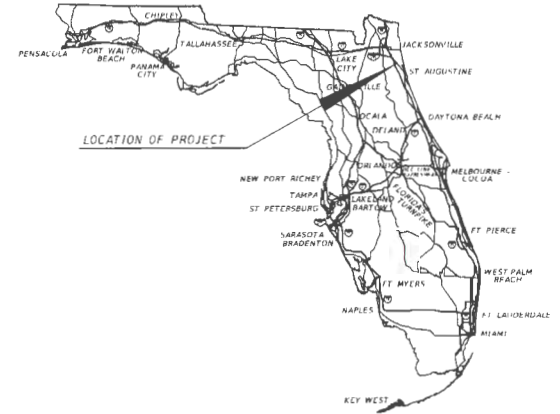
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROADWAY PLANS

FINANCIAL PROJECT ID 210418-9-54-01

ST. JOHNS COUNTY

STATE ROAD NO. 5 (US 1/PHILIPS HWY)

INTERSECTION IMPROVEMENTS AT US 1 AND PINE ISLAND ROAD



INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 4	TYPICAL SECTIONS
5	GENERAL NOTES
6 - 9	ROADWAY PLAN
10 - 18	CROSS SECTIONS
18	LATERAL DITCHES
19 - 21	STORM WATER POLLUTION PREVENTION PLAN
22 - 25	EROSION CONTROL
26	TEMPORARY TRAFFIC CONTROL PLAN
27	SUMMARY OF VERIFIED UTILITIES
28 - 31	UTILITY ADJUSTMENTS
32 - 35	SIGNING & PAVEMENT MARKING PLAN
36 - 45	SIGNALIZATION PLAN

PROJECT LOCATION URL:	https://tinyurl.com/3nw7hkyc
PROJECT LIMITS:	BEGIN MP 10.385 - END MP 10.636
EXCEPTIONS:	NONE
BRIDGE LIMITS:	NONE
RAILROAD CROSSING:	NONE

ROADWAY PLANS
ENGINEER OF RECORD:

BRIAN J. LANDEWEER, P.E.
P.E. LICENSE NUMBER 62168
ENGLAND THIMS & MILLER INC.
14775 OLD ST. AUGUSTINE RD
JACKSONVILLE FL 32258
REGISTRY: 2584

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

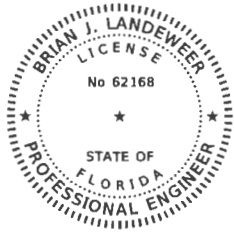
APPLICABLE IRs: IR - -

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2024-25 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.

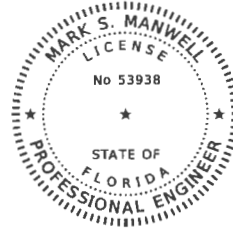


THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 ENGLAND-THIMS & MILLER, INC.
 14775 Old St. Augustine Road
 Jacksonville, FL 32258
 TEL: (904) 642-8990
 REGISTRY - 2584 LC - 0000316
 BRIAN J. LANDEWEER, P.E.
 P.E. LICENSE NO. 62168

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3-4	TYPICAL SECTIONS
5	GENERAL NOTES
6-9	ROADWAY PLAN
10-18	CROSS SECTIONS
19-21	STORMWATER POLLUTION PREVENTION PLAN
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26	TEMPORARY TRAFFIC CONTROL PLAN
27	SUMMARY OF VERIFIED UTILITIES
28-30	UTILITY ADJUSTMENTS
31-35	SIGNING & PAVEMENT MARKING PLAN

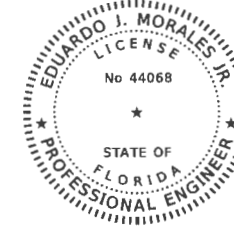


THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 ENGLAND-THIMS & MILLER, INC.
 14775 Old St. Augustine Road
 Jacksonville, FL 32258
 TEL: (904) 642-8990
 REGISTRY - 2584 LC - 0000316
 MARK S. MANWELL, P.E.
 P.E. LICENSE NO. 53938

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
36 - 37	GENERAL NOTES
38	TABULATION OF QUANTITIES
39	SIGNALIZATION PLAN
40	POLE TABULATION & DETAILS
41 - 42	SPECIAL DETAILS
43	GUIDE SIGN WORKSHEET

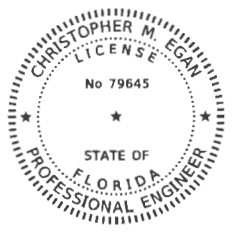


THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 MORALES CONSULTING ENGINEERS, INC
 3832-010 Baymeadows Rd. Suite 132
 Jacksonville, FL, 32217
 TEL: (904) 434-4366
 EDUARDO J. MORALES JR., P.E.
 P.E. LICENSE NO. 44068

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
45	MAST ARM DATA TABLE



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 ECS FLORIDA LLC
 11554 Davis Creek Court
 Jacksonville, FL 32256
 TEL: (904) 886-5160
 CA - 00002584 LC - 0000316
 CHRISTOPHER M. EGAN, P.E.
 P.E. LICENSE NO. 79645

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
44	REPDRT OF SPT BORINGS

5/17/2024 10:56:30 AM m:\egc\proj\7-VIA\24-141-22-1-1-108\FR\BSP\PARTIAL\08-DESIGN\REVISED\SUBMIT\DWG MODEL - QUANTITY SHEETS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

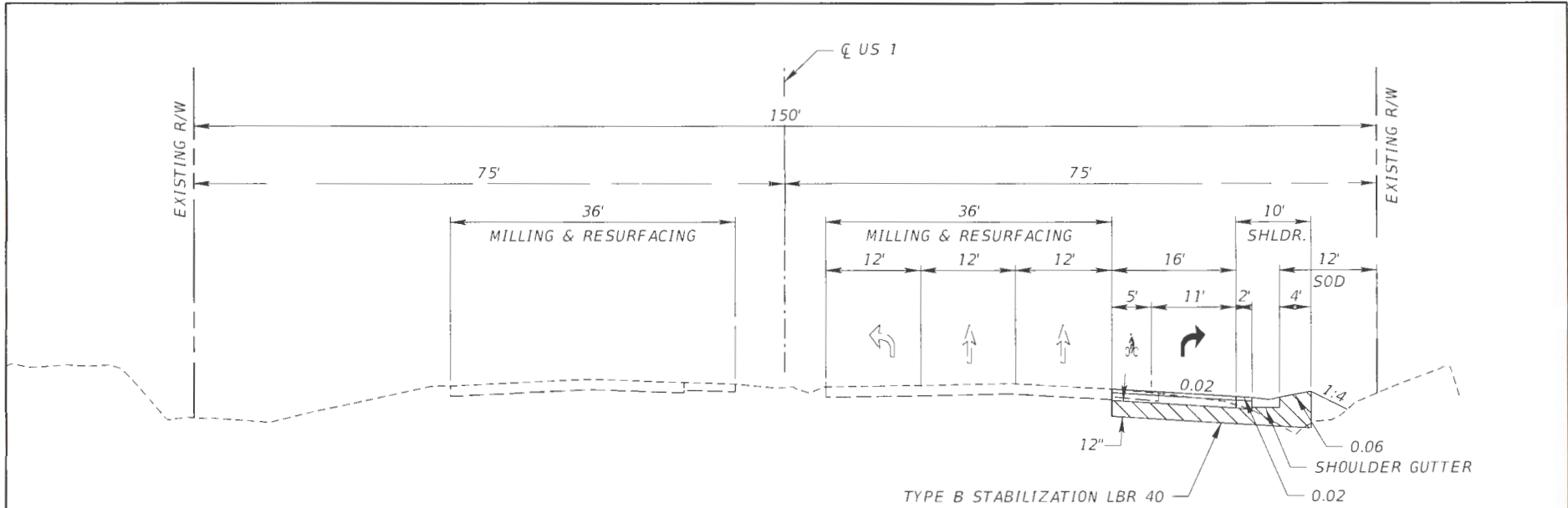
ETM
 ENGLAND-THIMS & MILLER, INC.
 14775 Old St. Augustine Road
 Jacksonville, FL 32258
 TEL: (904) 642-8990
 FAX: (904) 642-8995
 Registry - 2584 LC - 0000316

BRIAN J. LANDEWEER License No. 62168

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
SIGNATURE SHEET

SHEET NO.
2



TYPICAL SECTION 1
U.S. 1

STA. 13+57.47 TO STA 21+28.26 NB
STA. 19+17.29 TO STA. 26+83.06 SB

TURN LANE WIDENING

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (3")
FRICTION COURSE FC-5 (PG76-22) (3/4")

SHOULDER CONSTRUCTION

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (3")
FRICTION COURSE FC-5 (PG76-22) (3/4")

MILLING & RESURFACING FOR TRAVEL LANES

MILL 3/4" FOR DEPTH
FRICTION COURSE FC-5 (PG76-22) (3/4")

MEDIAN WIDENING

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (3")

MILLING & RESURFACING FOR MEDIAN

MILL 1.5" FOR DEPTH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (1.5")

DESIGN SPEED = 55 MPH
POSTED SPEED = 55 MPH

NOTES:

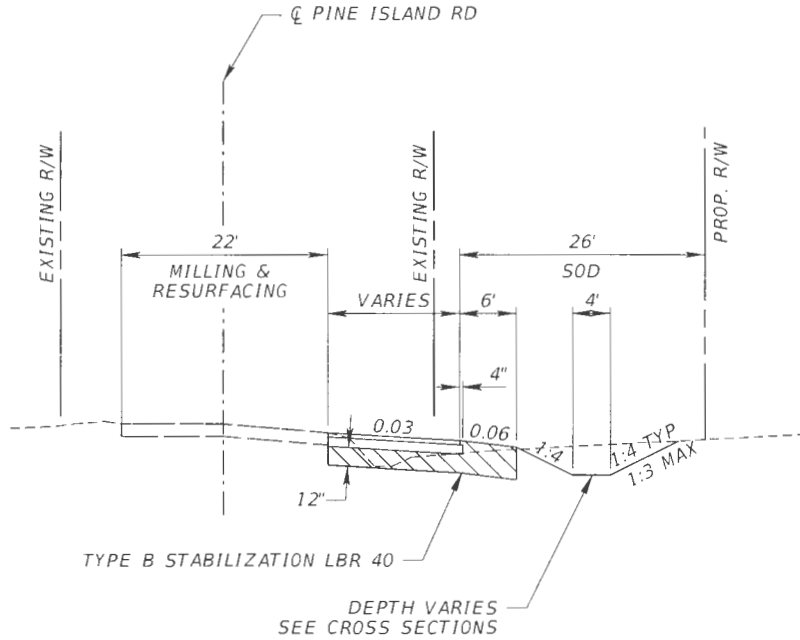
LIMIT ALL COMPACTION FOR ANY MATERIAL TO THE STATIC MODE ONLY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

ACTUAL WIDTH OF BASE WIDENING MAY VARY DUE TO ACTUAL EXISTING PAVEMENT WIDTH. A UNIFORM BASE WIDENING STRIP MAY BE CONSTRUCTED AT NO ADDITIONAL COMPENSATION.

3/27/2024 1:07:07 PM 11/14/24
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REVISIONS				 ETM <small>Engineering & Planning, Inc.</small> <small>2175 West 8th Street, Suite 100</small> <small>Jacksonville, FL 32216</small> <small>Tel: (904) 844-8900</small> <small>Fax: (904) 844-8811</small> <small>legality - 2004 LC-1000310</small>	St Johns County			PINE ISLAND RD AT U.S. 1 TYPICAL SECTIONS	SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		DATE	COUNTY NO.	ETM NO.		
					MARCH 2024		22-141-08		



**TYPICAL SECTION 2
PINE ISLAND ROAD
STA. 101+10.00 TO STA. 104+78.61**

DESIGN SPEED = 55 MPH
POSTED SPEED = 55 MPH

NOTES:

LIMIT ALL COMPACTION FOR ANY MATERIAL TO THE STATIC MODE ONLY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

ACTUAL WIDTH OF BASE WIDENING MAY VARY DUE TO ACTUAL EXISTING PAVEMENT WIDTH. A UNIFORM BASE WIDENING STRIP MAY BE CONSTRUCTED AT NO ADDITIONAL COMPENSATION.

WIDENING

8" LIMEROCK BASE COURSE
LBR 100/98% MAXIMUM DENSITY PER AASHTO T-80
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (3")

MILLING & RESURFACING

MILL 1.5" FOR DEPTH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (PG 76-22) (1.5")

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 MODEL - PROJECTS\24-11-22-11\11\TRANS\DRAWING\DESIGN\WIDENING\TYPICAL SECTION 2.DWG

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 10178 OUI ST., FORT WORTH, TEXAS 76135
 TEL: (817) 842-4883 FAX: (817) 842-4885
 BIRMGHAM - 2544 LC-0000316
 BRIAN J. LANDEWEER License No. 62168

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
TYPICAL SECTIONS**

SHEET NO.	4
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PROJECT NOTES:

1. VERIFY LOCATIONS OF EXISTING STRUCTURES, IMPROVEMENTS, UTILITIES (BOTH OVERHEAD AND UNDERGROUND), PROPERTY LINES AND CONFIRM ALL PROPOSED DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION OR ORDERING ANY MATERIALS.
2. EXISTING OVERHEAD ELECTRICAL LINES ARE LOCATED WITHIN PROJECT LIMITS. USE EXTREME CAUTION TO PROTECT MEN, MACHINERY AND UTILITIES.
3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
4. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.
5. THE ENGINEER SHOULD BE IMMEDIATELY NOTIFIED SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THESE PLANS.
6. GRADES SHOWN ARE FINISHED GRADES.
7. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
8. PROTECT ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION.
9. MAINTAIN ALL MAILBOXES DURING CONSTRUCTION. CONTRACTOR TO REPLACE ALL MAILBOXES DAMAGED DURING CONSTRUCTION.
10. ALL CONCRETE FLARED DRIVEWAYS SHALL COMPLY WITH FDOT INDEX 522-003.
11. USE THE "HYDRO-BLAST" METHOD FOR REMOVAL OF EXISTING STRIPING.
12. USE STAKED SOD FOR SLOPES STEEPER THAN 1:3.

Utility Owner	Contact Phone
FLORIDA POWER & LIGHT	(386) 586-6403
AT&T FL	(561) 997-0240
COMCAST	(904) 380-7574
PEOPLES GAS SYSTEM (TECO)	(813) 275-3783
CITY OF ST. AUGUSTINE	(904) 209-4274
SJC UTILITY DEPT.	(904) 209-2624
STROME NETWORKS	(646) 649-9301
LEVEL 3 COMM.	(877) 366-8344 X2
CENTURYLINK	(303) 992-9951
UNIT FIBER, LLC	(251) 259-0807
SPRINT	(321) 287-9942

OPTIONAL MATERIALS TABULATION

STRUCTURE	SIZE <i>(inches)</i>	MATERIAL	PLOTTED	AS BUILT	REMARKS
STORM DRAIN	14x23	RCP	X		

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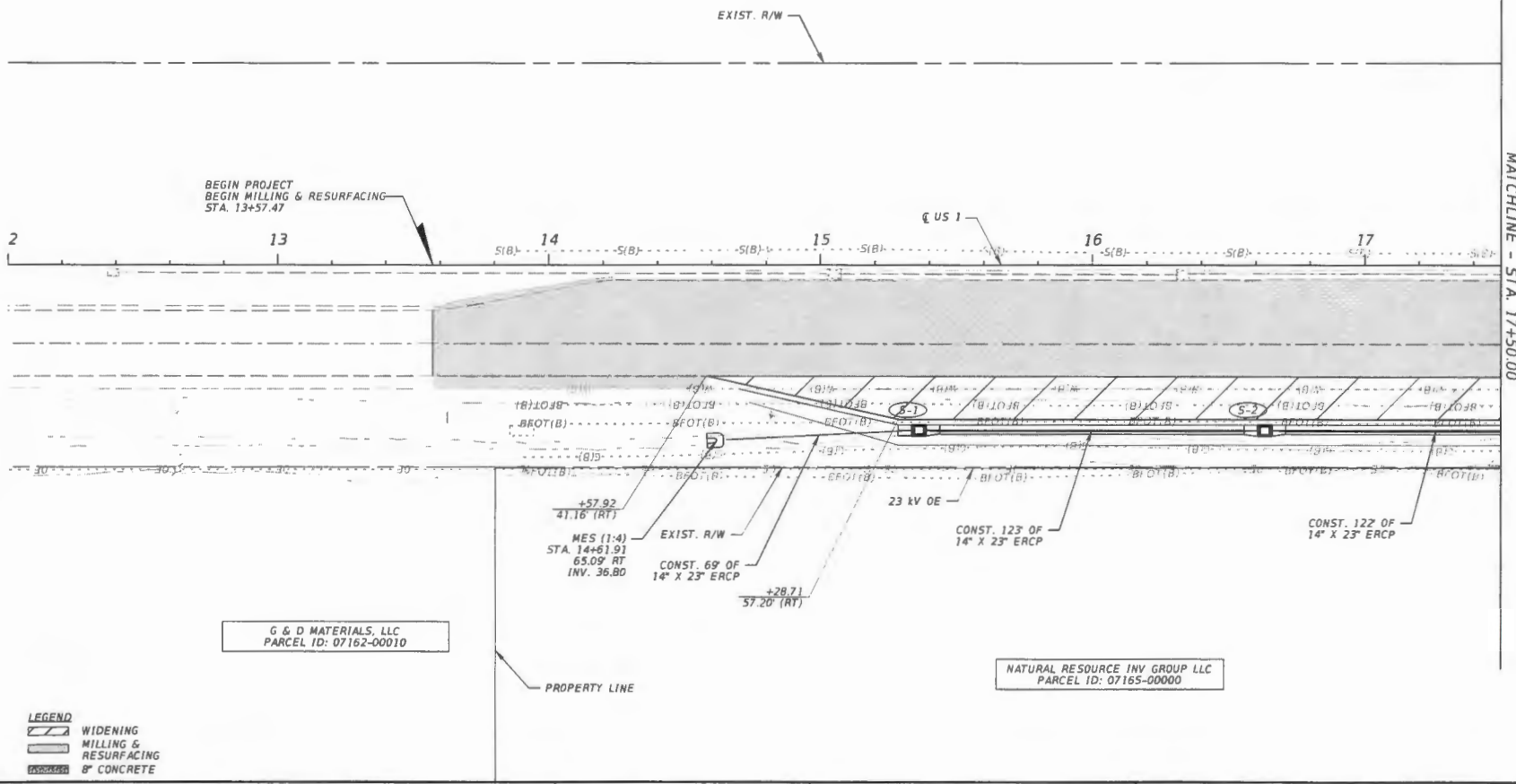
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DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	COUNTY NO.	ETM NO.		
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ETM
 ENGINEERING • TRANSPORTATION • SURVEYING
 Brian J. Landwehr
 License No. 62168

St Johns County
 DATE: MARCH 2024
 COUNTY NO.:
 ETM NO.: 22-141-08

S-1
 STA. 15+36.15
 61.33 RT
 GUTTER INLET TYPE 5
 GRATE ELEV. = 39.18
 INV. 36.22 (N)
 INV. 36.22 (S)

S-2
 STA. 16+63.34
 61.40 RT
 GUTTER INLET TYPE 5
 GRATE ELEV. = 39.04
 INV. 35.97 (N)
 INV. 35.97 (S)



G & D MATERIALS, LLC
PARCEL ID: 07162-00010

NATURAL RESOURCE INV GROUP LLC
PARCEL ID: 07165-00000

LEGEND

- WIDENING
- MILLING & RESURFACING
- 8\"/>

REVISIONS	
DATE	DESCRIPTION

ETM
 Engineering & Technical Management
 14770 Old St. Augustine Road
 Jacksonville, FL 32226
 TEL: (904) 940-9999
 FAX: (904) 940-9999
 Highway - State Lic. - 00000000

BRIAN J. LANDEWEER
 License No. 62564

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1

ROADWAY PLAN

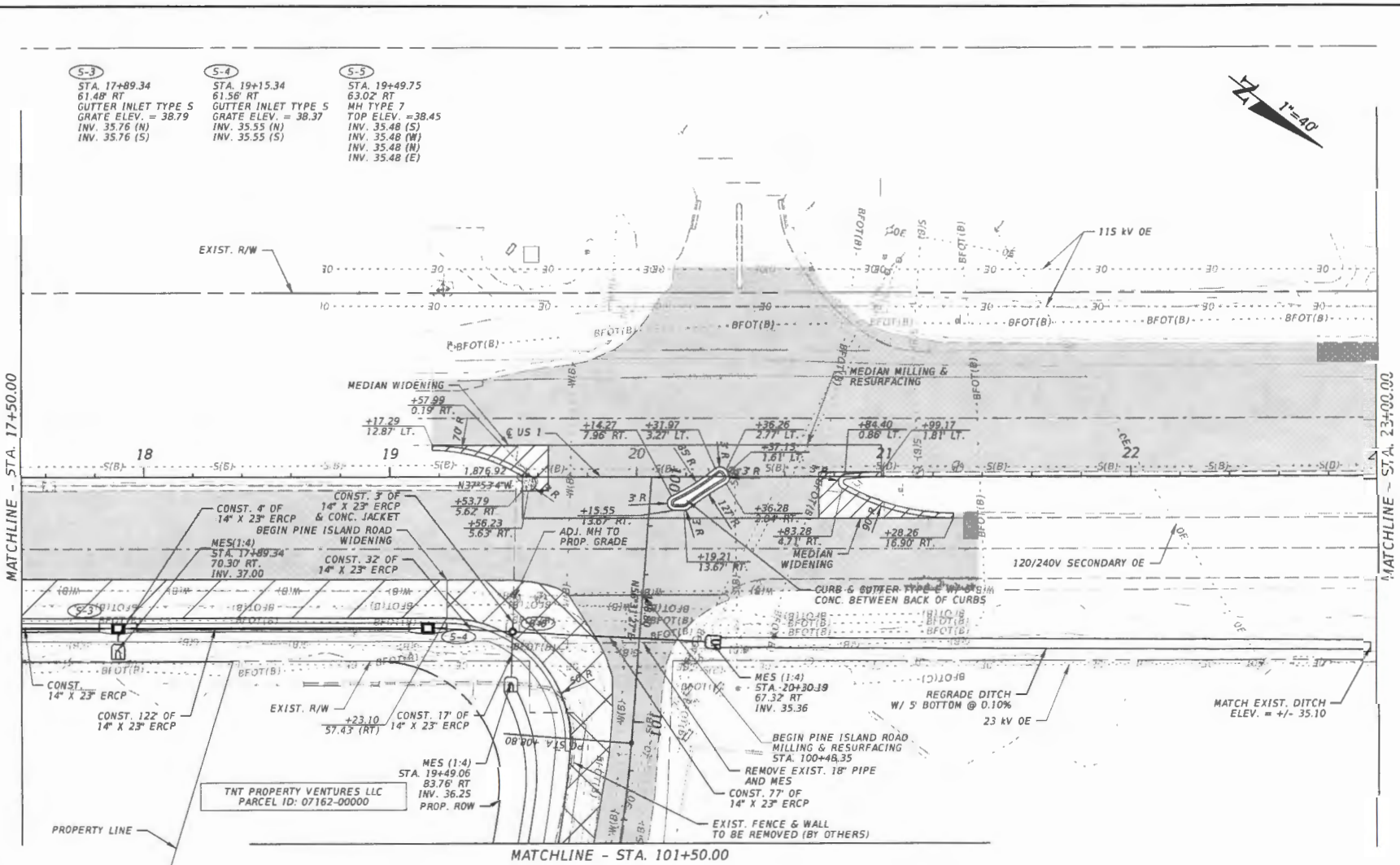
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MATCHLINE - STA. 17+50.00

- S-3**
STA. 17+89.34
61.48' RT
GUTTER INLET TYPE 5
GRATE ELEV. = 38.79
INV. 35.76 (N)
INV. 35.76 (S)
- S-4**
STA. 19+15.34
61.56' RT
GUTTER INLET TYPE 5
GRATE ELEV. = 38.37
INV. 35.55 (N)
INV. 35.55 (S)
- S-5**
STA. 19+49.75
63.02' RT
MH TYPE 7
TOP ELEV. = 38.45
INV. 35.48 (S)
INV. 35.48 (W)
INV. 35.48 (N)
INV. 35.48 (E)



- LEGEND**
- WIDENING
 - MILLING & RESURFACING
 - 8\"/>

REVISIONS	
DATE	DESCRIPTION

ETM
Engineering & Technology
1000 S. Orange Ave.
Tampa, FL 33610
TEL: 813-288-8800
FAX: 813-288-8800
Registry # 2888 LC - 9888916

BRIAN J. LANDEWEER
Licence No. 6278

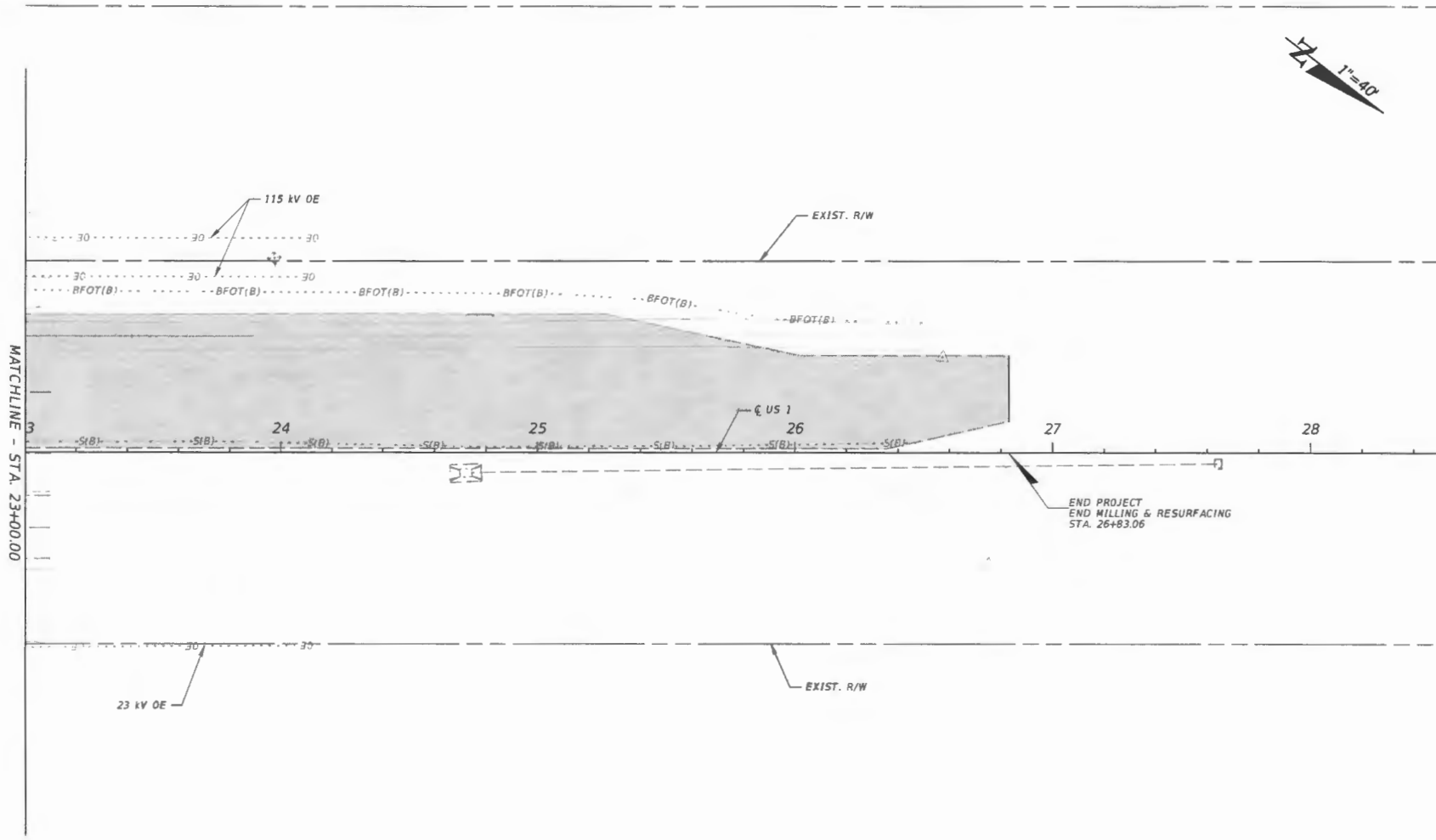
St Johns County		
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MARCH 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
ROADWAY PLAN**

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7

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- LEGEND**
- WIDENING
 - MILLING & RESURFACING
 - 8" CONCRETE

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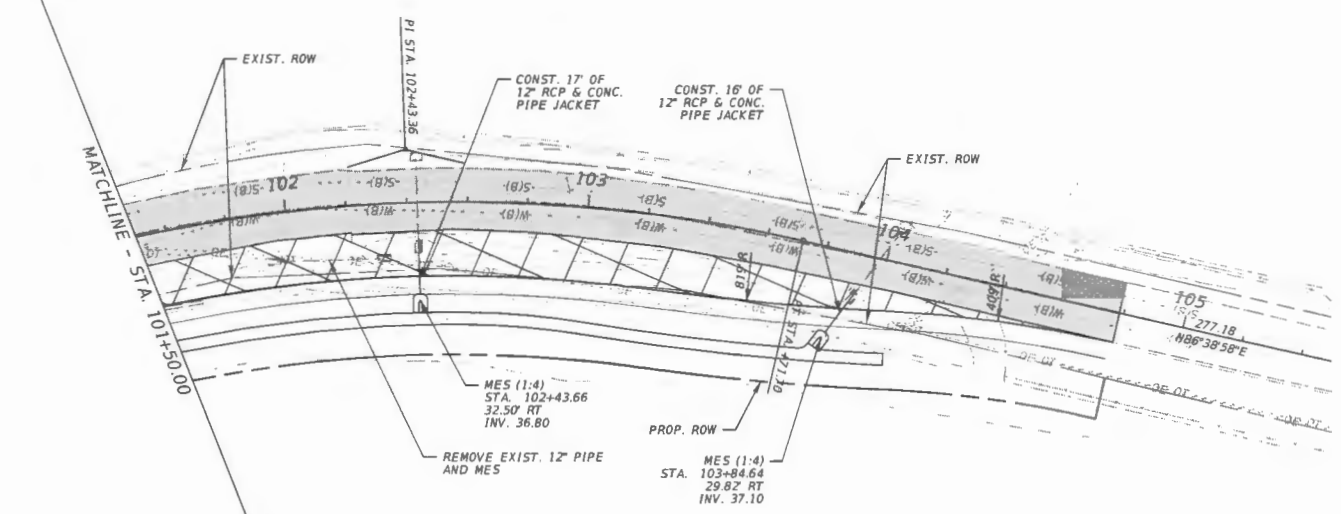
Brian J. Landeweaver
 License No. 6709

St Johns County		
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PINE ISLAND RD AT U.S. 1
ROADWAY PLAN

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8

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LEGEND

	WIDENING
	MILLING & RESURFACING
	8\"/>

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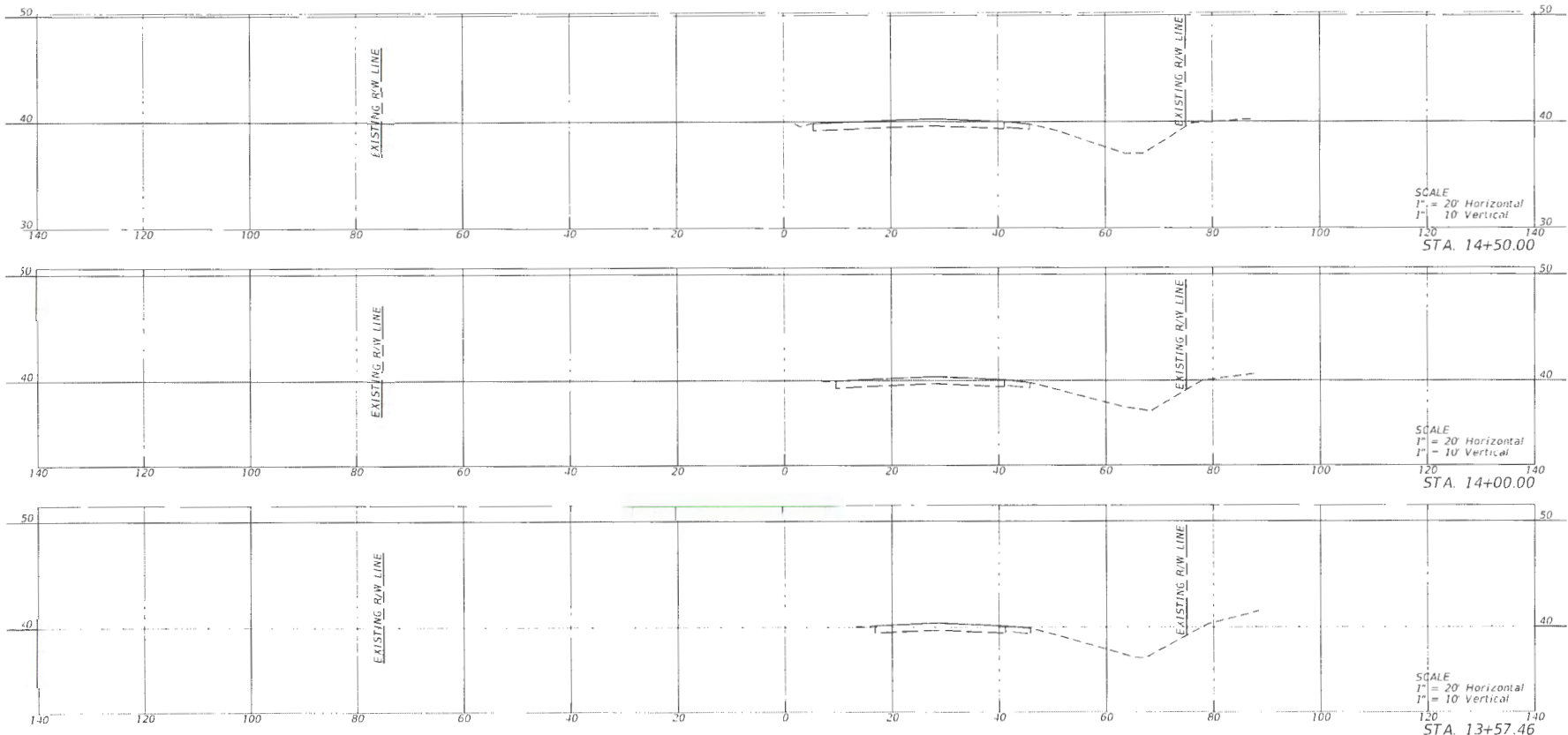
ETM
 ENGINEERING & TRANSPORTATION
 BRIAN J. LANDEWEER
 License No. 62168

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
ROADWAY PLAN

SHEET NO.
9

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SCALE
 1" = 20' Horizontal
 1" = 10' Vertical
 STA. 14+50.00

SCALE
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 1" = 10' Vertical
 STA. 14+00.00

SCALE
 1" = 20' Horizontal
 1" = 10' Vertical
 STA. 13+57.46

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ETM
 Engineering, Planning & Survey, Inc.
 16776 Old St. Augustine Road
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 FAX: (904) 842-9845
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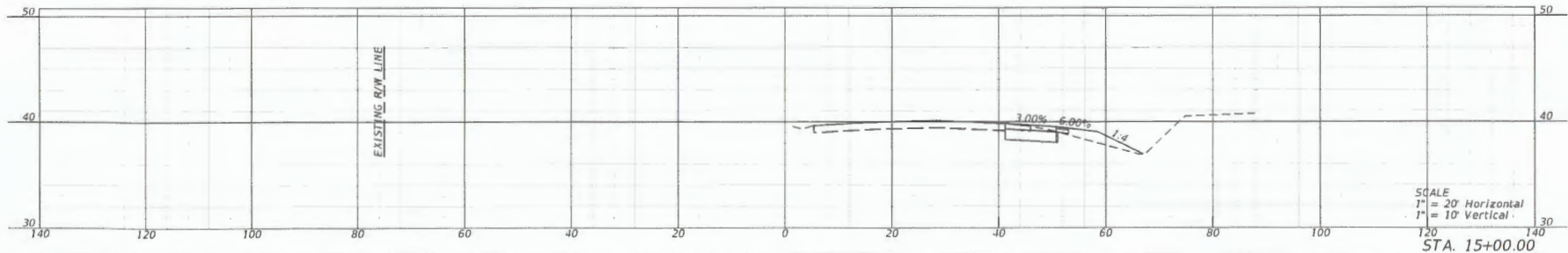
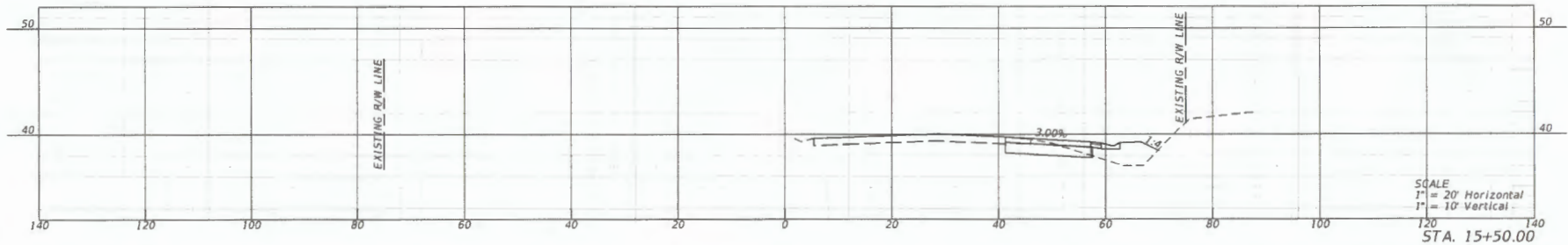
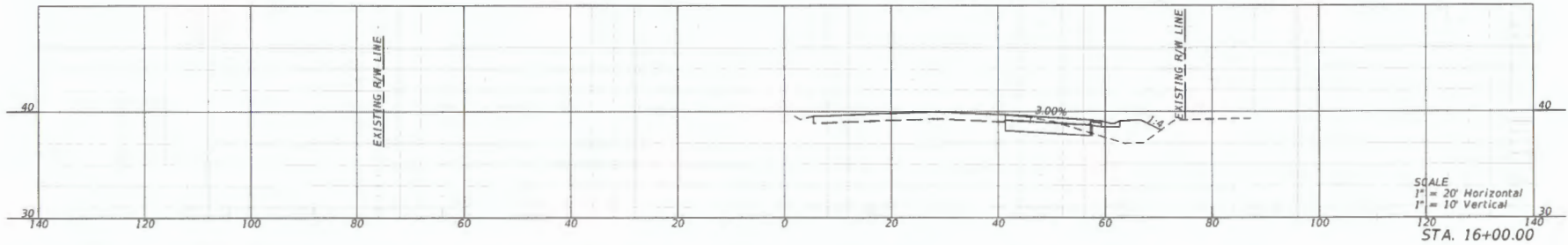
St Johns County		
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PINE ISLAND RD AT U.S. 1
CROSS SECTIONS

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10

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ETM
 Engineering & Technical Management
 10000 N. W. 11th St., Suite 100
 Jacksonville, FL 32218
 TEL: (904) 443-8899
 FAX: (904) 443-8898
 Registry - 5584 LC - 999929W
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 BRIAN J. LANDEWEER

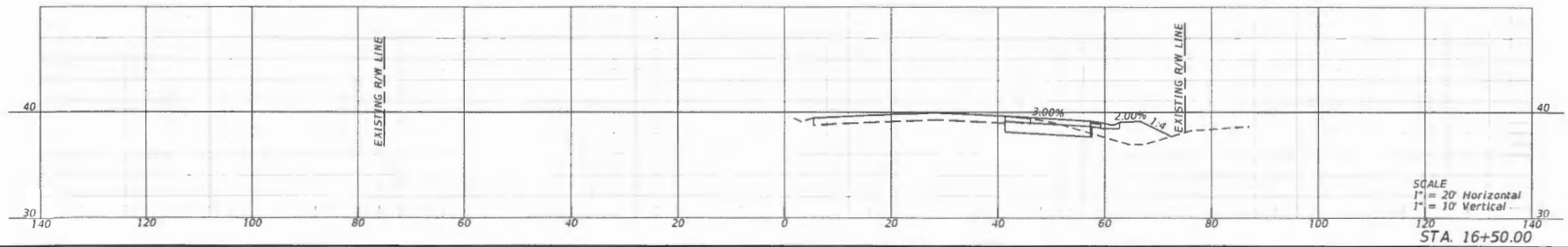
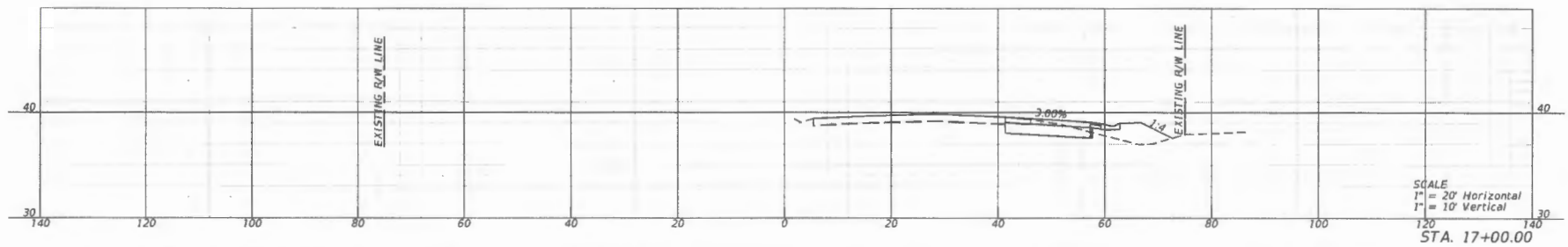
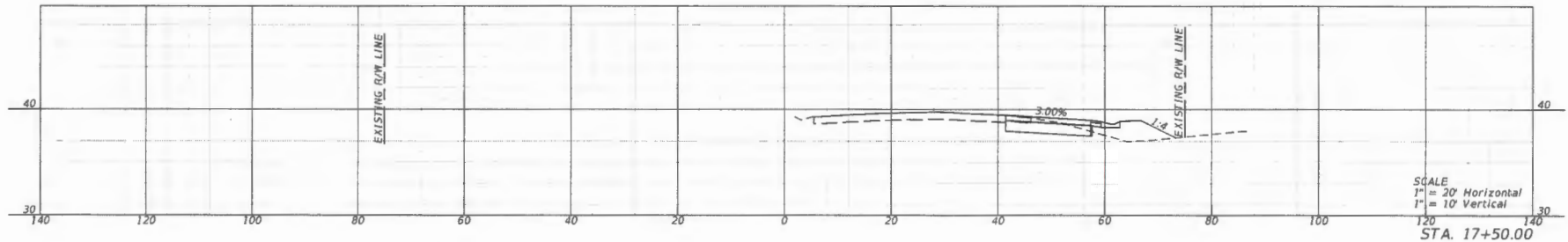
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PINE ISLAND RD AT U.S. 1
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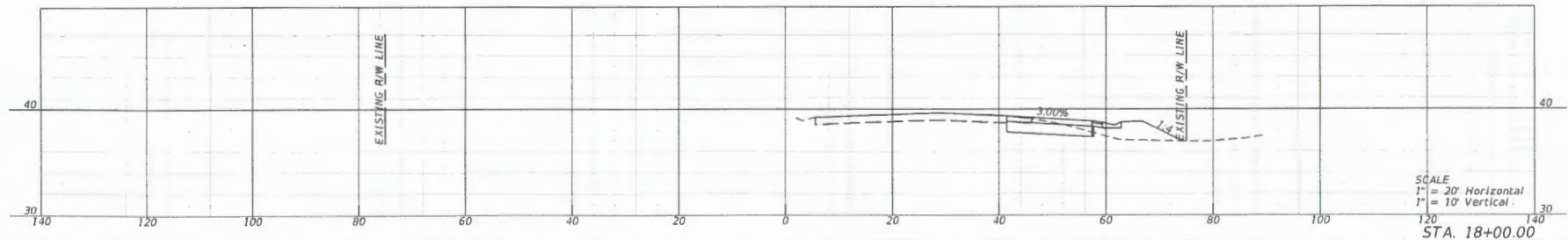
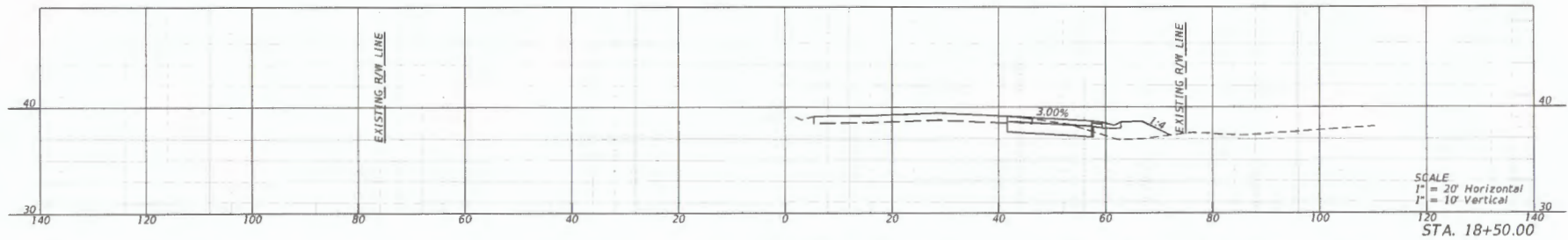
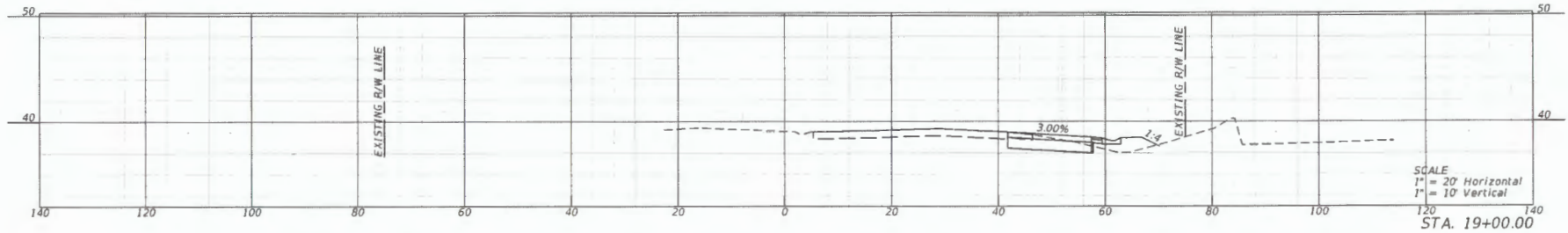
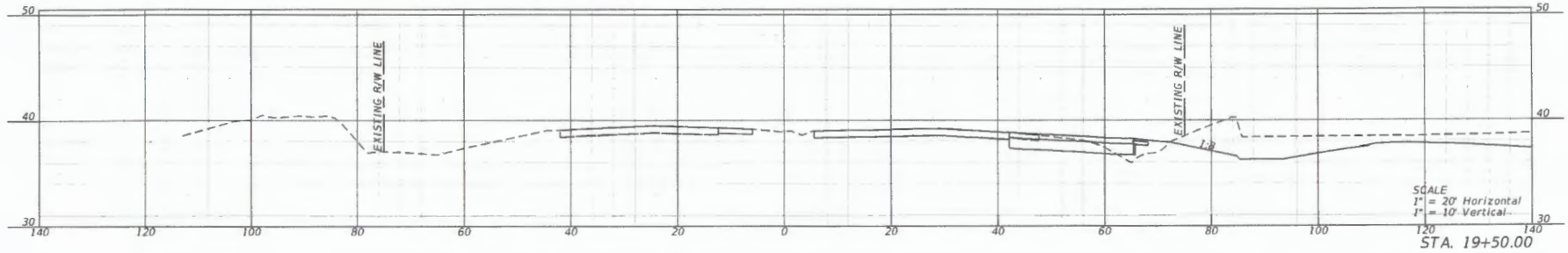
ETM
 Engineering, Planning & Surveying, Inc.
 12711 Old St. Augustine Road
 Jacksonville, FL 32218
 TEL: (904) 825-9999
 FAX: (904) 825-9999
 Douglasville - 8884 LC - 3980918
 BRIAN J. LANDEWEER License No. 67268

St Johns County		
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PINE ISLAND RD AT U.S. 1	
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ETM
 Engineering & Technical
 Services, Inc.
 14150 SW 15th Avenue, Suite 100
 Jacksonville, FL 32226
 TEL: (904) 944-8888
 FAX: (904) 944-8883
 Registry: 0004 LC-9000916
 License No. 62168
 BRIAN J. LANDEWEER

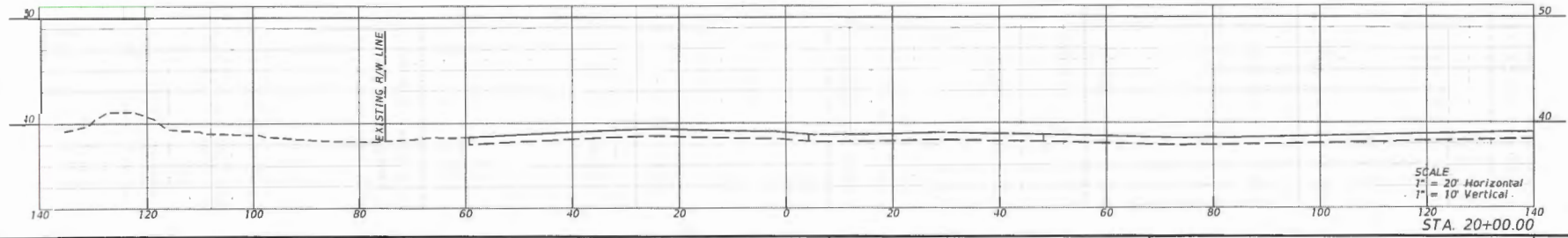
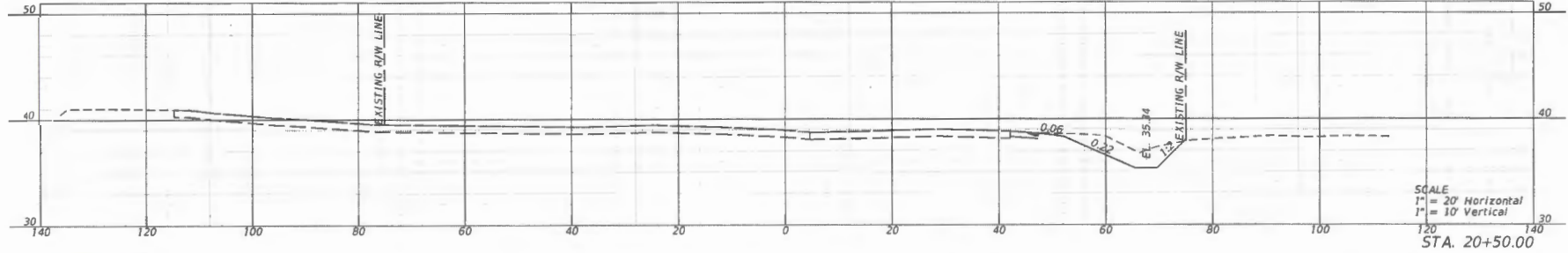
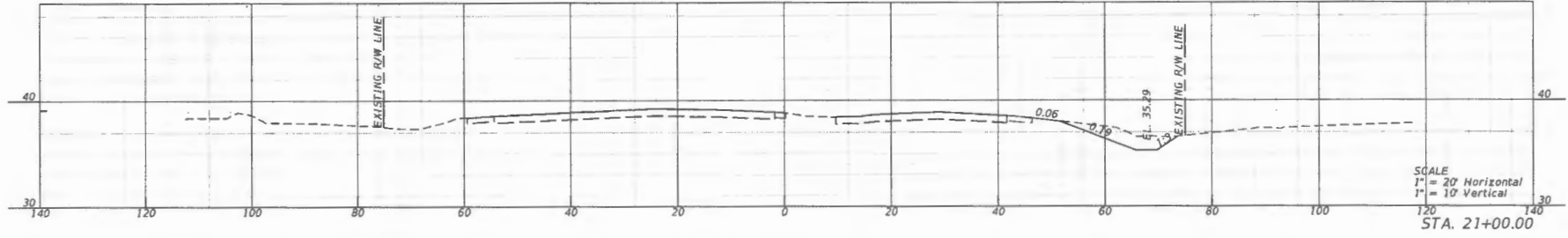
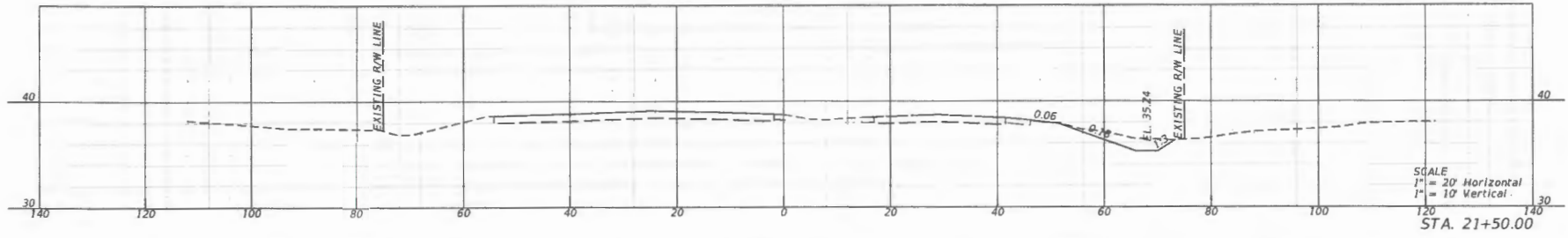
St Johns County		
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13

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REVISIONS	
DATE	DESCRIPTION

ETM
 Engineering & Planning
 14778 Old St. Augustine Road
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 TEL: 904-648-8998
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 bja@etm.com
 bja@etm.com
 Brian J. Landeweer License No. 67268

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

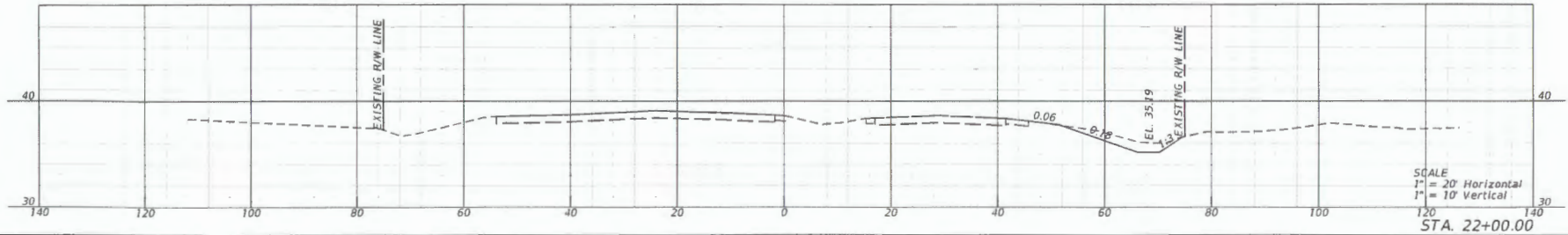
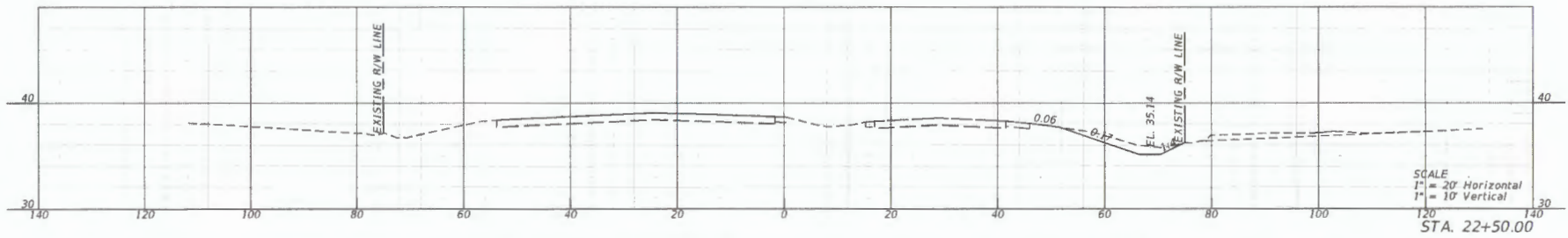
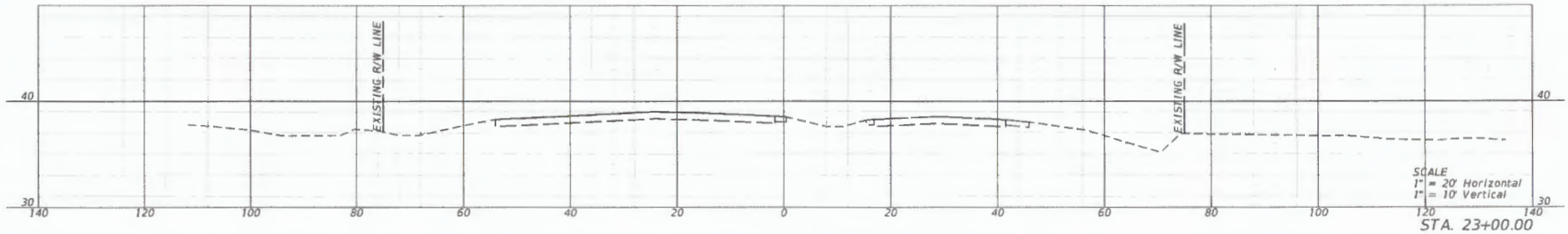
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SHEET NO.
14

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DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 ENGINEERING • TRANSPORTATION • SURVEYING
 10000 W. US Highway 1, Suite 100
 Jacksonville, FL 32216
 TEL: (904) 944-8800
 FAX: (904) 944-8800
 Houghton - 1884 LC - 000010
 License No. 62058

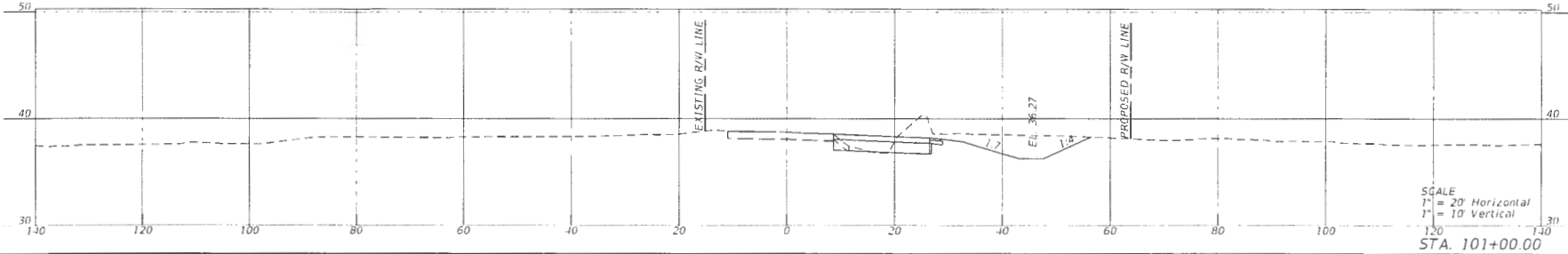
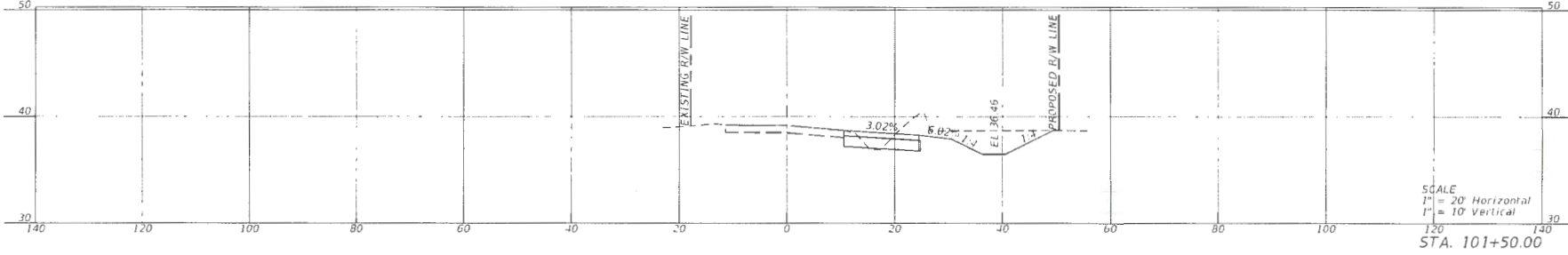
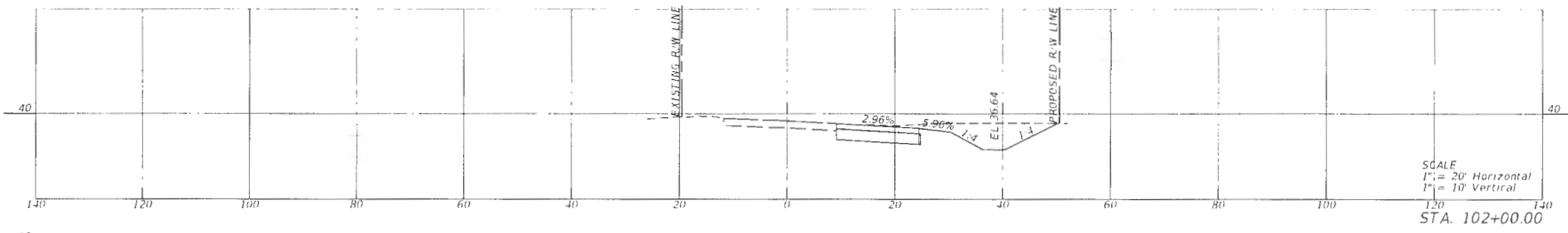
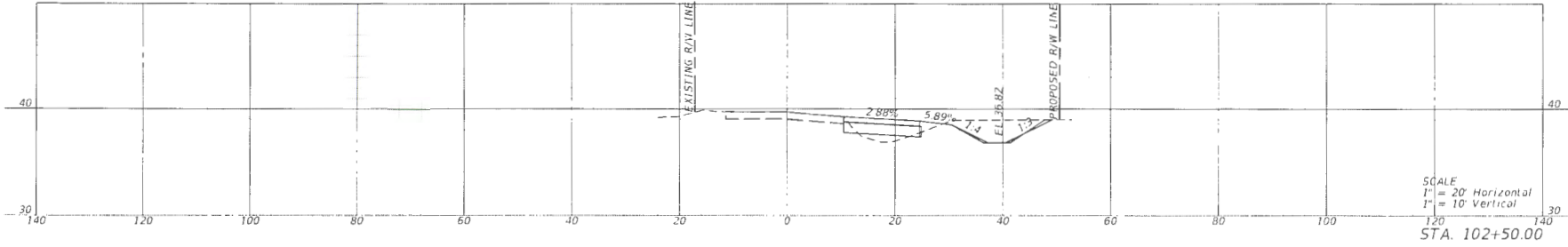
St Johns County		
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MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
CROSS SECTIONS

SHEET NO.
 15

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3/7/2024
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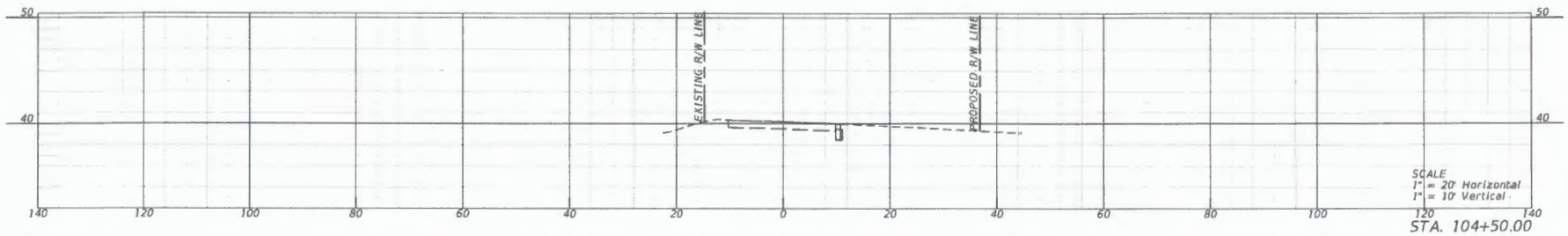
ETM
 Engineering & Technical Management
 11714 Oak St., Jacksonville, Florida
 Jacksonville, FL 32216
 TEL: (904) 842-4993
 FAX: (904) 842-4993
 Registry - 2544, LC - 0000314
 License No. 62769

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PINE ISLAND RD AT U.S. 1
CROSS SECTIONS

SHEET NO.
 16

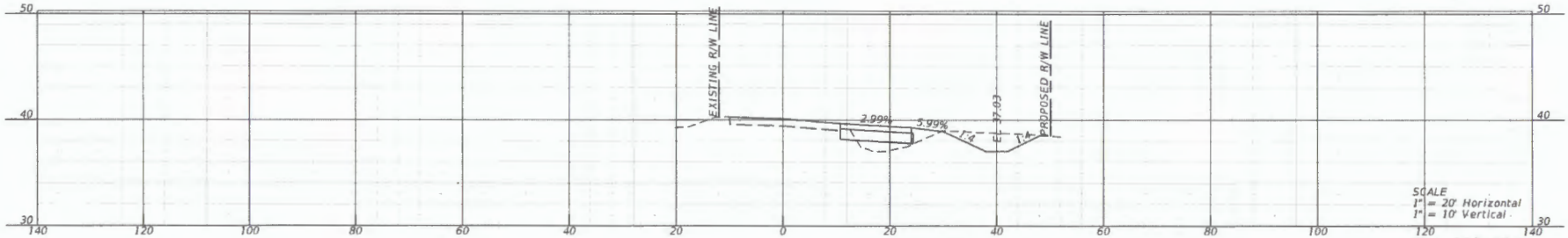
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 MODEL: CL_PINE_ISLAND - 103+00.00 (31964)



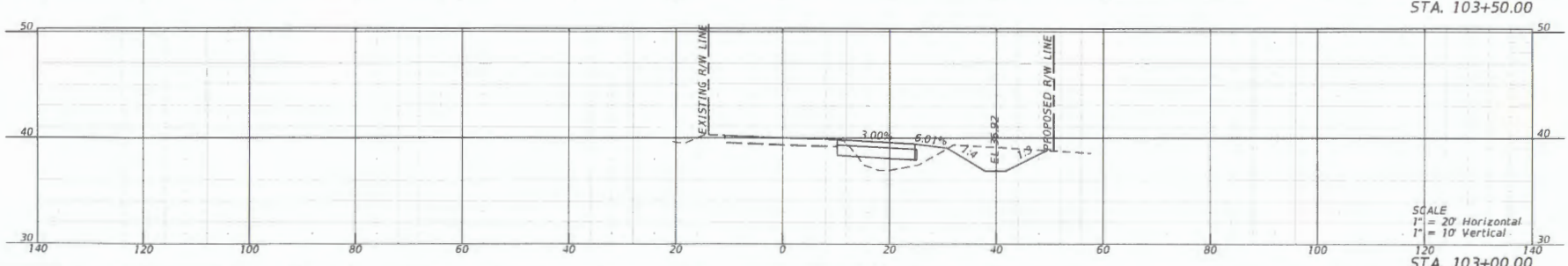
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 STA. 104+50.00



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 ENGINEERING TECHNOLOGICAL MANAGEMENT
 BRIAN J. LANDEWEER License No. 6260

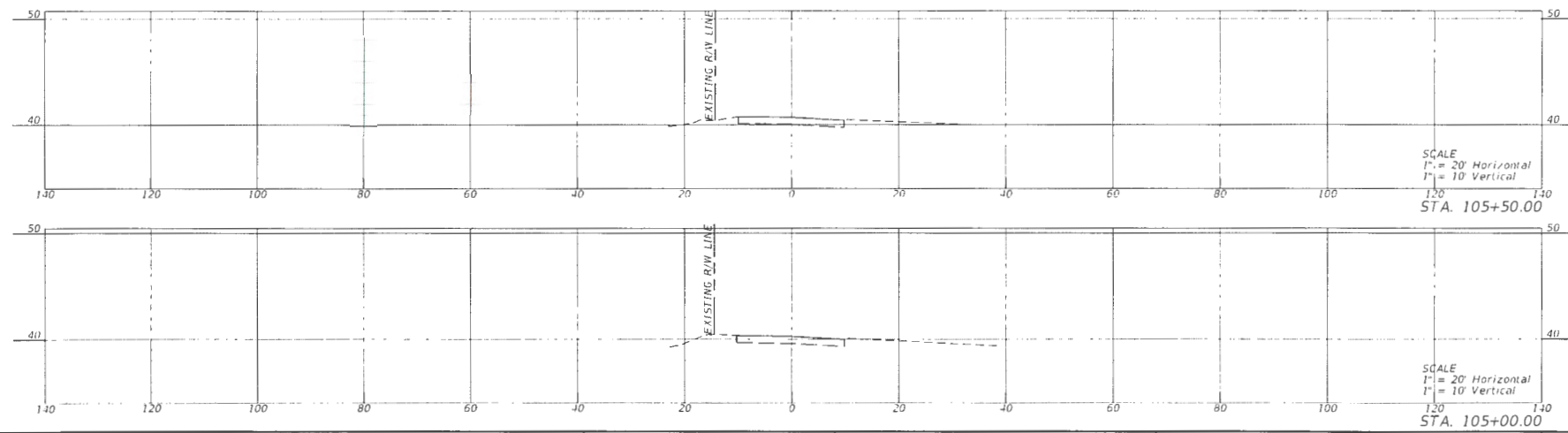
St Johns County
 DATE: MARCH 2024 COUNTY NO.: ETM NO.: 22-141-08

PINE ISLAND RD AT U.S. 1
CROSS SECTIONS

SHEET NO. 17

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

3/23/2024 12:37:30 PM "mass3" P:\2024\22-141\22-141\22-141.dwg DESIGNED BY: B. LANDEWEER, D.A. ALDE - CL PINE ISLAND - 1:5=1000 - SHEET



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 Engineering, Technical & Surveying, Inc.
 14714 Old St. Augustine Road
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 Registry - 2544 LC - 0600316
 License No. 62158

BRIAN J. LANDEWEER

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1

CROSS SECTIONS

SHEET NO.
18

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

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE STANDARD PLANS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT IS THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS ON PINE ISLAND ROAD AT U.S. 1. THIS INVOLVES CONSTRUCTING ROADWAY SURFACE, CURB AND GUTTER, AND UNDERGROUND STORM DRAIN SYSTEMS.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS A SEQUENCE IS PROPOSED THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING, EARTHWORK, PAVEMENT WIDENING, AND STORM DRAIN CONSTRUCTION.
2. TRAFFIC SIGNAL CONSTRUCTION.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 6.4 ACRES
TOTAL AREA TO BE DISTURBED: 4.0 ACRES

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:

SEE DRAINAGE CALCULATIONS

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY SOIL SURVEY SHEET(S). THE RESULTS OF SOIL BORINGS DONE IN THE PONDS ARE SHOWN ON THE POND DETAIL SHEETS. THE NUMBERS FOR THESE ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS. IN GENERAL, THE SOILS ARE CLAYEY SANDS.

OUTFALL INFORMATION:

THERE IS 1 OUTFALL.

#1 DESCRIPTION: BRIDGE CULVERT NO. 780022 ON U.S. 1

LOCATION: LATITUDE 30°02'55"N, LONGITUDE, 81°25'28"W.
EST. DRAINAGE AREA SIZE: 36 ACRES
RECEIVING WATER NAME: WETLAND

1.E. SITE MAP

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS. THE BACK OF SIDEWALK PROFILE SHEETS SHOW OVERLAND FLOW DIRECTION AT THE RIGHT OF WAY LINE. THE ARROWS ABOVE AND BELOW THE PROFILE REPRESENT THE FLOW DIRECTION AT THE LEFT AND RIGHT PROPERTY LINE, RESPECTIVELY. ARROWS POINTING TO THE PROFILE INDICATE RUNOFF COMING TO THE SITE. POINTING AWAY FROM THE SITE INDICATE RUNOFF LEAVING THE SITE.

* APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS. THERE ARE POND CROSS SECTIONS LOCATED WITH THE POND DETAIL SHEETS.

* AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS, THE CROSS SECTION SHEETS, AND THE POND DETAIL SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

* AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.

* LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL SHEETS EXCEPT FOR THE CONTROLS ASSOCIATED WITH THE BOX CULVERT REPLACEMENT WHICH ARE SHOWN ON THE BOX CULVERT CONSTRUCTION DETAIL SHEET. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITY SHEETS.

* LOCATIONS OF PERMANENT CONTROLS: THE STORMWATER PONDS ARE THE PRIMARY PERMANENT STORMWATER MANAGEMENT CONTROLS. THESE ARE SHOWN ON THE POND DETAIL SHEETS.


* AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS, THE PLAN-PROFILE SHEETS AND THE POND DETAIL SHEETS.

1.F. RECEIVING WATERS:

SEE ITEM 1.D. FOR THE OUTFALL LOCATIONS AND RECEIVING WATER NAMES. THERE ARE NO WETLAND AREAS ON THE PROJECT SITE.

2/22/2024 1:02:29 PM P:\22-141\22-141-HDR\PROJECT\DR\DESIGN\DRAINAGE\SAPPHIRE.DWG P:\DEL SWP\DTF

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

REVISIONS				 <small> Registered: Thomas & Thomas, Inc. 7411 17th St. Jacksonville, FL 32216 Jacksonville, FL 32216 TEL: (904) 844-8999 FAX: (904) 844-4481 Registry - 2354 LC-0000318 </small>	St Johns County			PINE ISLAND RD AT U.S. 1 STORM WATER POLLUTION PREVENTION PLAN	SHEET NO. 19
DATE	DESCRIPTION	DATE	DESCRIPTION		DATE	COUNTY NO.	ETM NO.		
					MARCH 2024	22-141-08			

2.0 CONTROLS:

2.A EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES, OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

- * ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
- * TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

- * ASPHALT OR CONCRETE SURFACE.
- * SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

- * SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIFICATION SECTION 104.
- * INLET PROTECTION IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIAL DETAILS SHOWN IN THE TTC PLAN.
- * SEDIMENT CONTAINMENT SYSTEM. THE PERMANENT STORMWATER PONDS WILL BE TEMPORARILY MODIFIED ACCORDING TO THE DETAILS IN THE TTC PLAN.

PERMANENT:

- * SOD.

2.B STORMWATER MANAGEMENT:

STORM DRAIN SYSTEMS WILL BE CONSTRUCTED TO CONVEY RUNOFF TO AN EXISTING DITCH ON U.S. 1.

1.03.78 PP MODEL SHDPPZ

3/27/2025 7:40:02 PM 22-141-08 STORMWATER MANAGEMENT PLAN FOR PINE ISLAND RD AT U.S. 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



ETM
Engineering & Technical Management
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Regulatory - 3584 LC-9000316

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St Johns County

DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
STORM WATER POLLUTION
PREVENTION PLAN**

SHEET NO
20

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- * PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
- * DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- * DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. INCLUDE IN THE PROPOSED METHODS AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- * COVERING LOADED HAUL TRUCKS WITH TARPULINS.
- * REMOVING EXCESS DIRT FROM ROADS DAILY.
- * STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106.
- * USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

- * SILT FENCE: MAINTAIN PER SECTION 104. ANTICIPATE REPLACING SILT FENCE ON 12-MONTH INTERVALS.
- * SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER.

TO COMPLY, INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, CONDUCT INSPECTION AT LEAST ONCE EVERY MONTH. ALSO, INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- * STRUCTURAL CONTROLS.
- * STORMWATER MANAGEMENT SYSTEMS.
- * LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE

INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER. IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT ST. JOHNS COUNTY.

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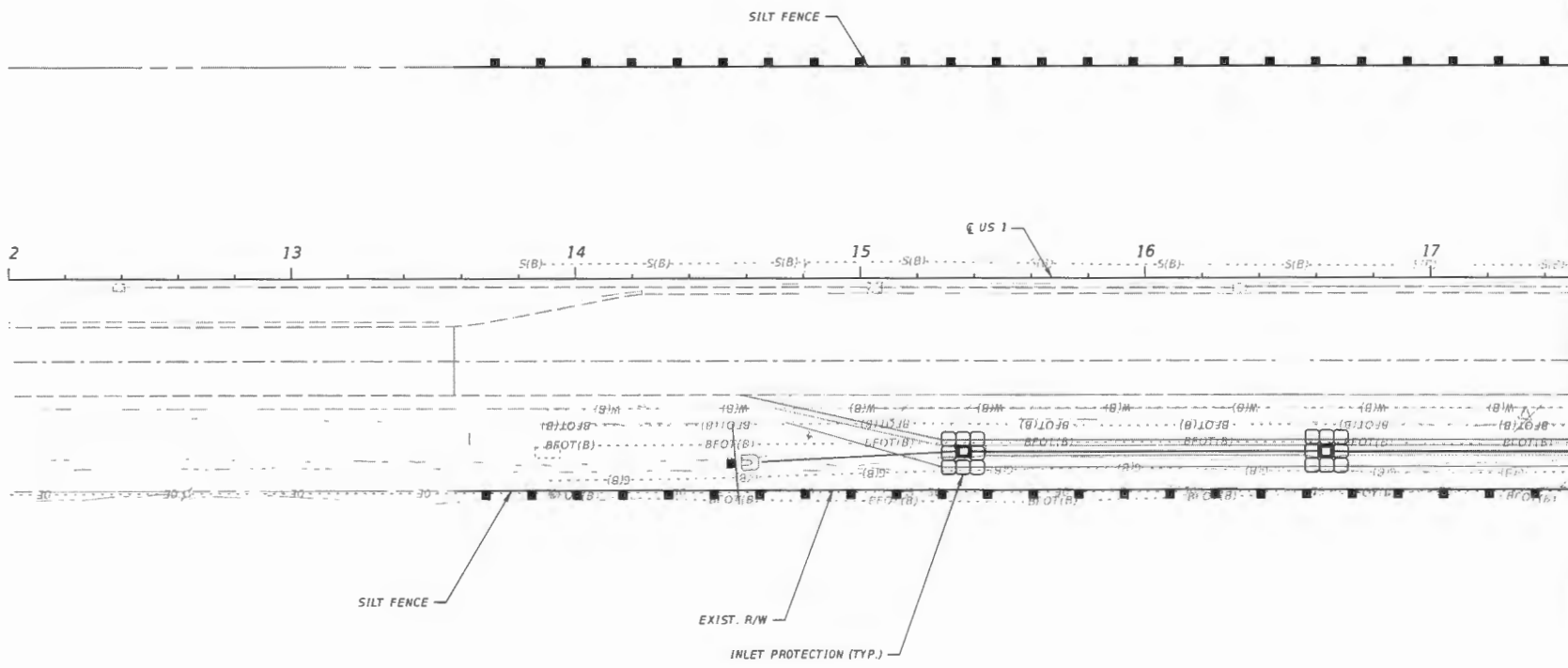
ETM
 Environmental Technology Management, Inc.
 1014 ONE 1/2 UNIVERSITY BLVD
 JEA 33407-0000, FL 33716
 TEL: (813) 542-8999
 FAX: (813) 542-8483
 REG. 06/09/1994 - 12/04/2018

St Johns County		
DATE	COUNTY NO.	ETM NO.
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PINE ISLAND RD AT U.S. 1
STORM WATER POLLUTION
PREVENTION PLAN

SHEET NO.
21

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LEGEND	
	SILT FENCE
	SYNTHETIC BALES/INLET PROTECTION

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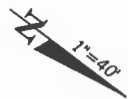
ETM
 Erosion Technology & Management, Inc.
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 Jacksonville, FL 32218
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 REGISTRY - 2584 LC - 0002710
 License No. 92169

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
EROSION CONTROL

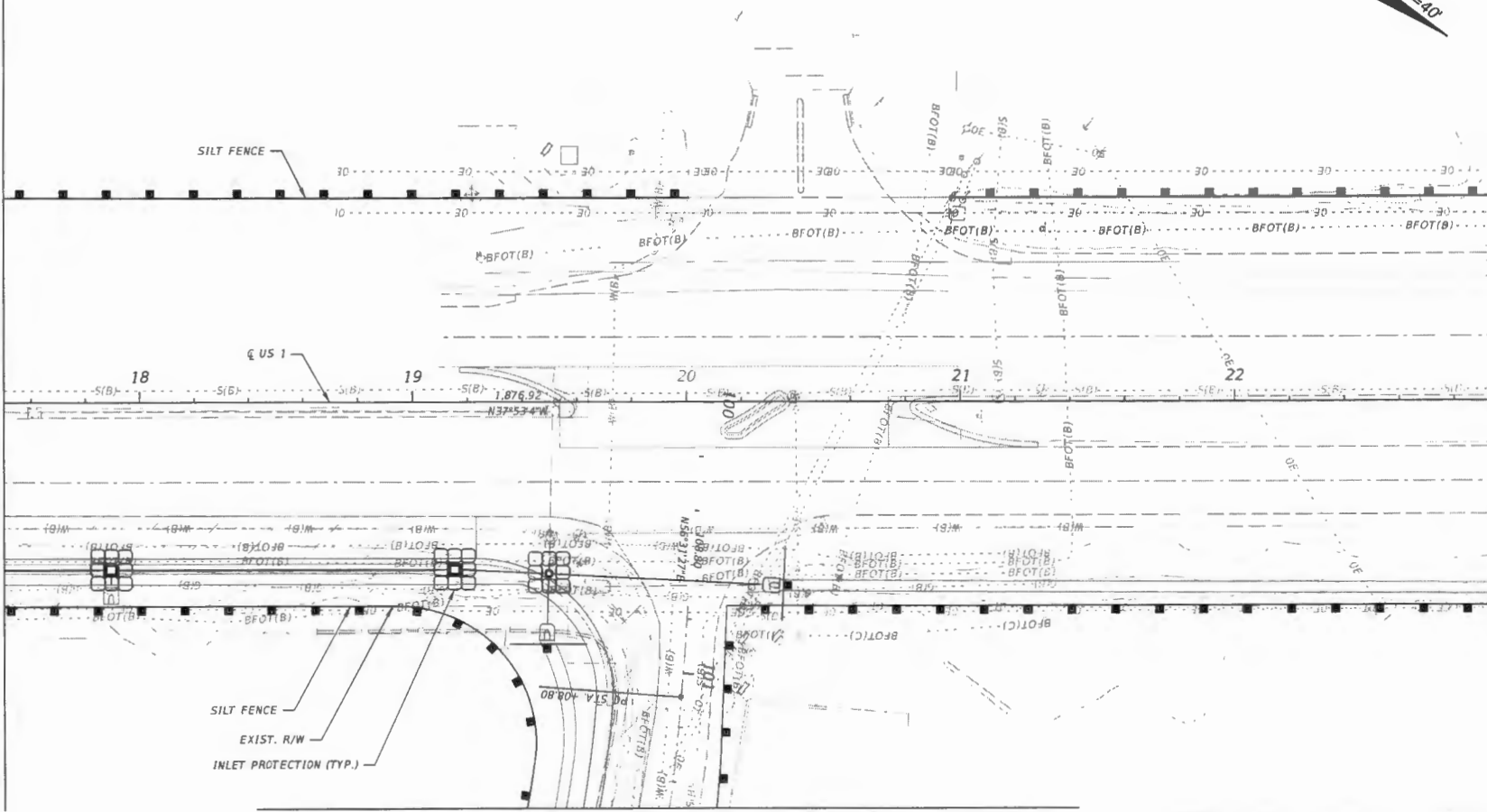
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MATCHLINE - STA. 17+50.00

MATCHLINE - STA. 23+00.00



LEGEND

SILT FENCE
 SYNTHETIC BALES/INLET PROTECTION

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DATE	DESCRIPTION

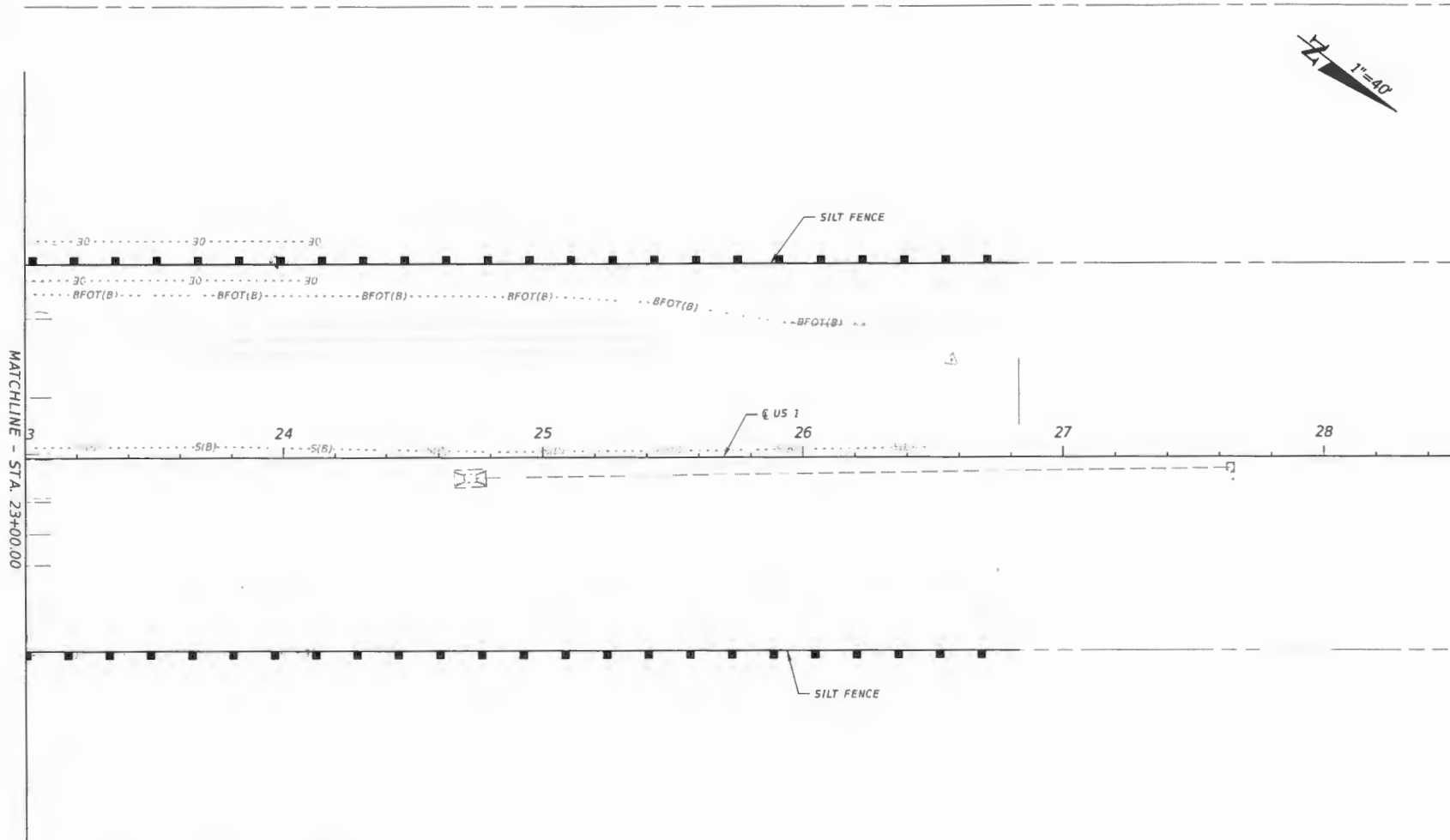
ETM
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 11714 Old St. Augustine Road
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St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
EROSION CONTROL

SHEET NO.
23

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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 brianj@etm.com
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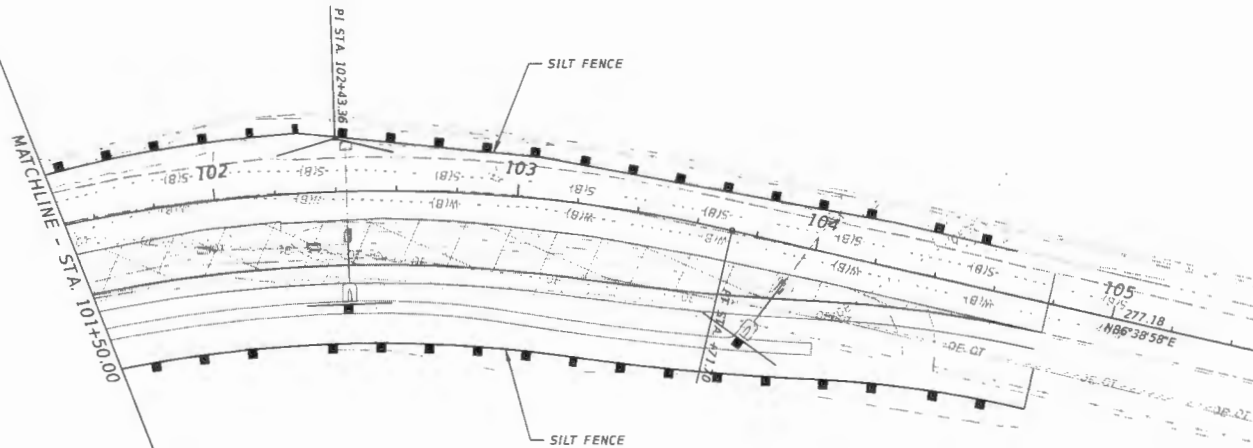
St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
EROSION CONTROL

SHEET NO.
24

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LEGEND	
	SILT FENCE
	SYNTHETIC BALES/INLET PROTECTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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 14750 SW 48th Avenue, Suite 200
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 FAX: 904-984-8888
 Agency - 2024 LC-000016
 BRIAN J. LANDEWEER License No. 62868

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PINE ISLAND RD AT U.S. 1
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GENERAL NOTES

1. TRAFFIC SHALL BE MAINTAINED ON PAVED SURFACES AT ALL TIMES.
2. ALL TRAFFIC CONTROL DEVICES (TEMPORARY SIGNS, PAVEMENT MARKINGS, BARRIER WALLS, ETC.) REQUIRED DURING A CONSTRUCTION PHASE SHALL BE INSTALLED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO THE DIVERSION OF TRAFFIC AND COMMENCEMENT OF CONSTRUCTION AND SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT INDEX 102-600. FDOT INDEX 102-600 SHALL BE USED IN CONJUNCTION WITH ALL OTHER INDEXES SPECIFICALLY MENTIONED IN EACH TRAFFIC CONTROL PHASE.
3. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT PROJECT BEGINNING AND ENDING AS DIRECTED BY THE ENGINEER.
4. ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENTS AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENTS AS DIRECTED BY THE PROJECT ENGINEER.
5. DAYTIME LANE CLOSURES MAY ONLY OCCUR FROM 9:00 AM - 3:30 PM, MONDAY -THURSDAY. NIGHTTIME LANE CLOSURES MAY ONLY OCCUR FROM 6:30 PM - 7:00 AM MONDAY -SUNDAY. LANE CLOSURES ARE ONLY PERMITTED DURING ACTIVE WORK PERIODS. NOTICE MUST BE GIVEN BY 5:00 PM THE WEDNESDAY PRIOR TO CLOSURE.
6. FIFTEEN (15) MINUTES PRIOR TO INITIATING MOT FOR A LANE CLOSURE, CONTACT THE DISTRICT TWO REGIONAL TRAFFIC MANAGEMENT CENTER (RTMC) AT 904-903-2000 TO PROVIDE INFORMATION ON THE ROADWAY, DIRECTION OF TRAVEL, AND WHICH LANE(S) WILL BE CLOSED. ONCE THE WORK IS COMPLETE AND LANES ARE REOPENED, CONTACT THE DISTRICT TWO RTMC WITHIN THIRTY (30) MINUTES TO NOTIFY THEM THAT THE CLOSURES HAVE BEEN REMOVED.
7. MAINTAIN DESIGN AND POSTED SPEED OF 55 MPH DURING ALL PHASES OF CONSTRUCTION.

CONSTRUCTION PHASING

- PHASE 1: OVERBUILD AND MEDIAN CONSTRUCTION**
1. PLACE ADVANCED SIGNAGE AND CHANNELIZING DEVICES PER INDEX 102-613 TO CLOSE OUTSIDE TRAVEL LANE WITH THE TIME RESTRICTIONS NOTED ON THIS SHEET.
 2. UTILIZE INDEX 102-602 WHEN WORK IS LIMITED TO WORK ON THE SHOULDER.
 3. UTILIZE INDEX 102-603 ALONG PINE ISLAND ROAD WHEN WORK IS REQUIRED WITHIN THE TRAVEL WAY.
 4. UTILIZE INDEX 102-625 WHEN INSTALLING MAST ARMS. DO NOT LIFT MAST ARMS OVER LIVE TRAFFIC WORK TO BE PERFORMED BETWEEN 11PM AND 4AM MONDAY - FRIDAY.
 5. INSTALL EROSION CONTROL MEASURES
 6. CONSTRUCT DRAINAGE STRUCTURES, CURB, AND PAVEMENT FOR ROADWAY WIDENING ALONG WITH TRAFFIC SIGNAL
- PHASE 2: MEDIAN WORK**
1. PLACE ADVANCED SIGNAGE AND CHANNELIZING DEVICES PER INDEX 102-613 TO CLOSE INSIDE TRAVEL LANES.
 2. CLOSE BOTH LEFT TURN LANES ON U.S. 1 WITH CHANNELIZING DEVICES AT A MINIMUM 10' SPACING.
 3. CONSTRUCT MEDIAN ROADWAY WIDENING AND MEDIAN ISLAND.
- PHASE 3: MILLING, RESURFACING, & PAVEMENT MARKINGS**
1. CLOSE ONE LANE AT A TIME UTILIZING INDEX 102-603 & 102-613 FOR MILLING, RESURFACING, AND PAVEMENT MARKINGS.

2/7/2023 11:29:28 AM
 P:\0227\0227-11\11-22\11218\TRAFFIC CONTROL PLAN - PINE ISLAND RD.dwg
 MODEL: Traffic Control - Sheet - Plan 1.dwg

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REVISIONS		 Brian J. Landeweer License No. 52768	St Johns County		PINE ISLAND RD AT U.S. 1		SHEET NO. 25
DATE	DESCRIPTION		DATE	COUNTY NO.	ETM NO.	TEMPORARY TRAFFIC CONTROL PLAN	
MARCH 2024				22-141-08			

SUMMARY OF VERIFIED UTILITIES

Vvh #	UTILITY DESCRIPTION (Owner, Type)	SIZE	MATERIALS	B and/or C			EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
				STATION	OFFSET	LT/RT			
1	GAS MAIN	6"	STEEL	15+43.06	67.7	RT	36.65	33.45	
2	COMMUNICATIONS	2"	PE	15+41.06	60.9	RT	37.61	34.41	
3	COMMUNICATIONS	1.5"	PE	15+41.43	58.2	RT	38.09	36.29	
4	COMMUNICATIONS	1.5"	PE	15.42.02	53.6	RT	38.75	34.20	EIGHT (8) 1.5" CONDUITS
5	GAS MAIN	6"	STEEL	16+74.67	69.2	RT	37.07	33.77	
6	COMMUNICATIONS	2"	PE	16+74.61	61.3	RT	37.73	34.23	
7	COMMUNICATIONS	1.5"	PE	16+74.73	58.9	RT	38.03	35.53	
8	COMMUNICATIONS	1.5"	PE	16+74.34	54.2	RT	38.64	34.84	EIGHT (8) 1.5" CONDUITS
9	GAS MAIN	6"	STEEL	17+97.60	67.6	RT	36.86	32.86	
10	COMMUNICATIONS	2"	PE	17+96.11	60.7	RT	37.37	34.17	
11	COMMUNICATIONS	1.5"	PE	17+95.78	58.8	RT	37.61	35.21	
12	COMMUNICATIONS	1.5"	PE	17+96.21	52.9	RT	38.38	34.38	EIGHT (8) 1.5" CONDUITS
13	GAS MAIN	6"	STEEL	19+24.24	68.9	RT	36.98	30.68	
14	COMMUNICATIONS	2"	PE	19+23.73	61.1	RT	37.58	33.43	
15	COMMUNICATIONS	1.5"	PE	19+23.63	59.0	RT	38.06	34.86	
16	COMMUNICATIONS	1.5"	PE	19+22.23	53.1	RT	38.52	34.32	EIGHT (8) 1.5" CONDUITS
17	COMMUNICATIONS	1.5"	PE	19+56.67	52.5	RT	38.43	33.53	EIGHT (8) 1.5" CONDUITS
18	COMMUNICATIONS	1.5"	PE	19+56.83	58.5	RT	38.35	35.50	
19	COMMUNICATIONS	2"	PE	19+56.74	61.0	RT	37.73	33.73	
20	GAS MAIN	6"	STEEL	19+70.05	72.1	RT	37.11	29.21	
MA #1	NO UTILITY FOUND. CLEARED TO 5'			20+76.25	72.6	RT	37.25		
MA #1A	GAS MAIN	6"	STEEL	20+75.44	67.8	RT	36.47	29.37	
MA #2	NO UTILITY FOUND. CLEARED TO 4'			19+53.13	68.8	LT	37.00		

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

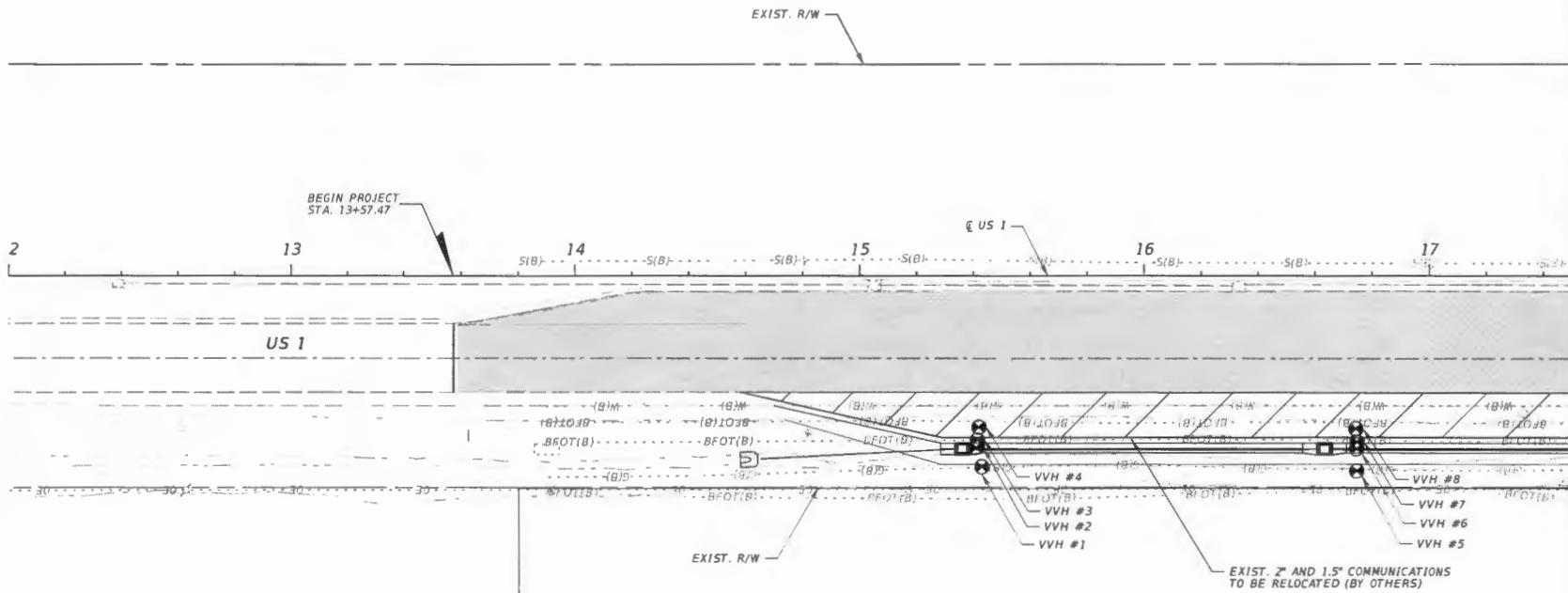
ETM
 DESIGN • ENGINEERING • SURVEYING
 Brian J. Landweeer
 License No. 62168

St Johns County

DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
SUMMARY OF
VERIFIED UTILITIES

SHEET NO.
27



MATCHLINE - STA 17+50.00

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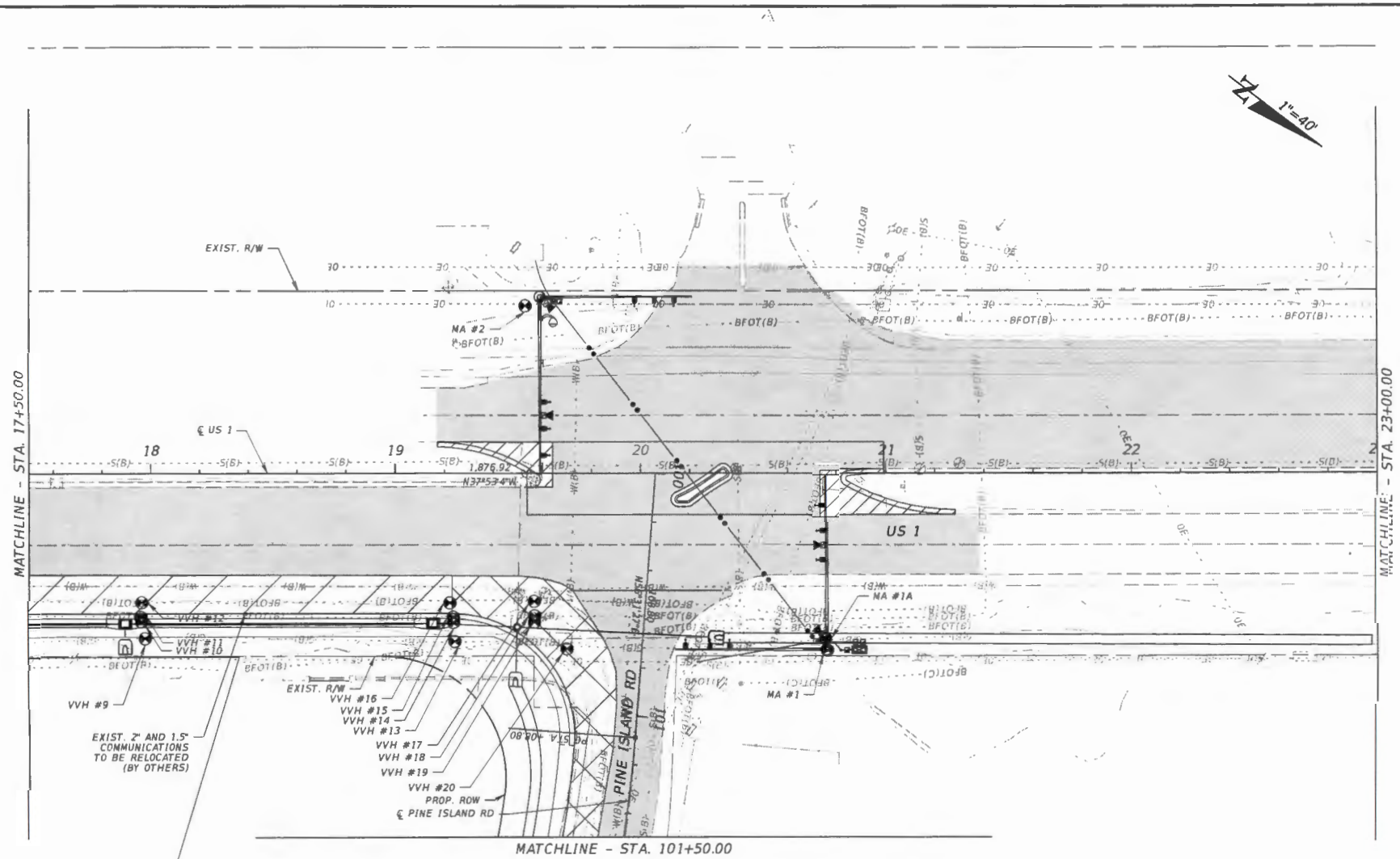
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 Engineering & Technical
 Services, Inc.
 7325 W. 10th Avenue
 Suite 100
 Golden, CO 80401
 Phone: (303) 440-0000
 Fax: (303) 440-0001
 brian@etm.com
 License No. 67768

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
UTILITY ADJUSTMENTS

SHEET NO.
28



2/27/2024 1:28:11 PM MODEL: CL - Plan 2 (Sheet)
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REVISIONS	
DATE	DESCRIPTION

ETM
 ENGINEERING & TRANSPORTATION
 BRIAN J. LANDEWEER License No. 62068

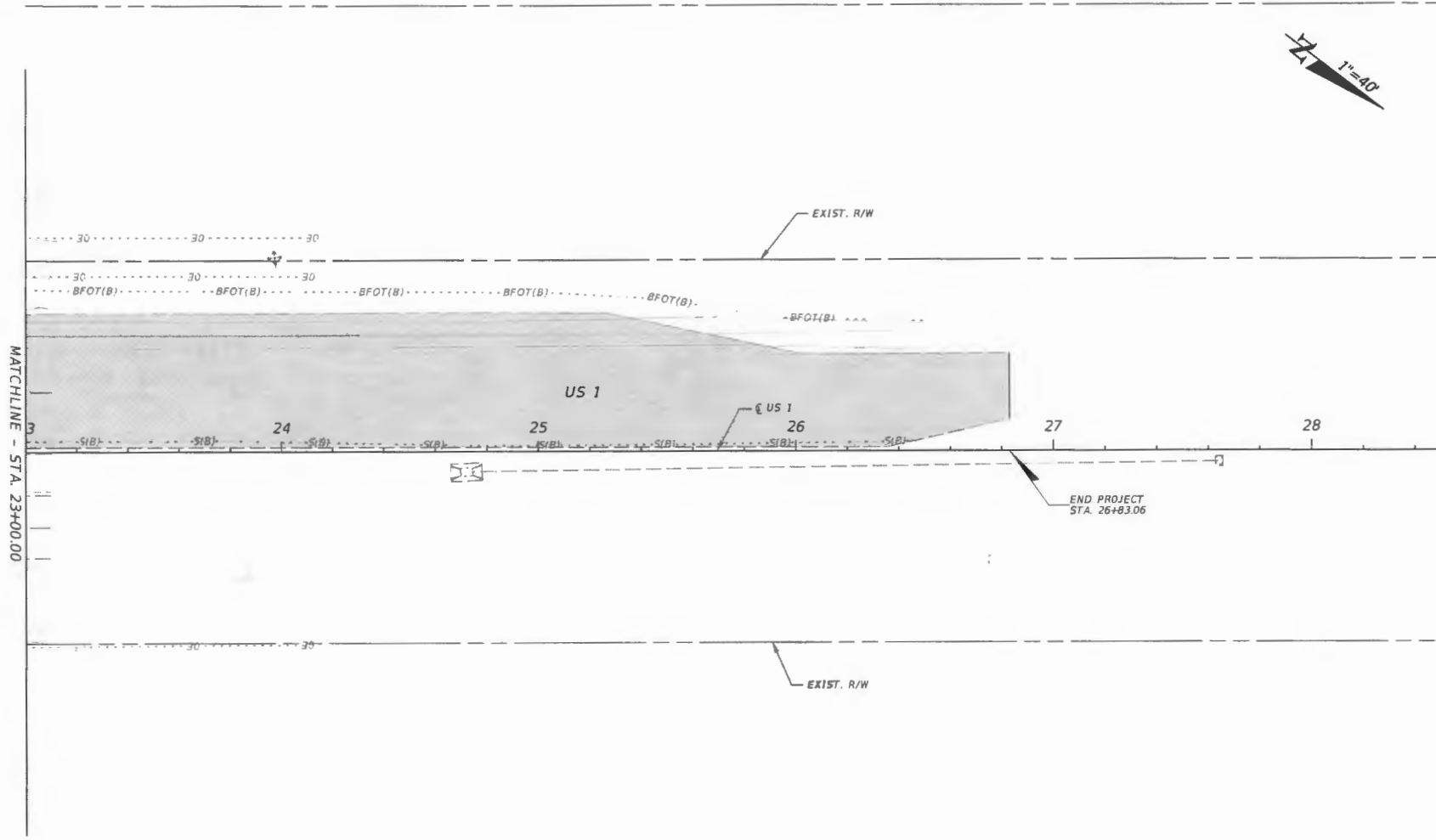
St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
UTILITY ADJUSTMENTS

SHEET NO.
29

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REVISIONS			
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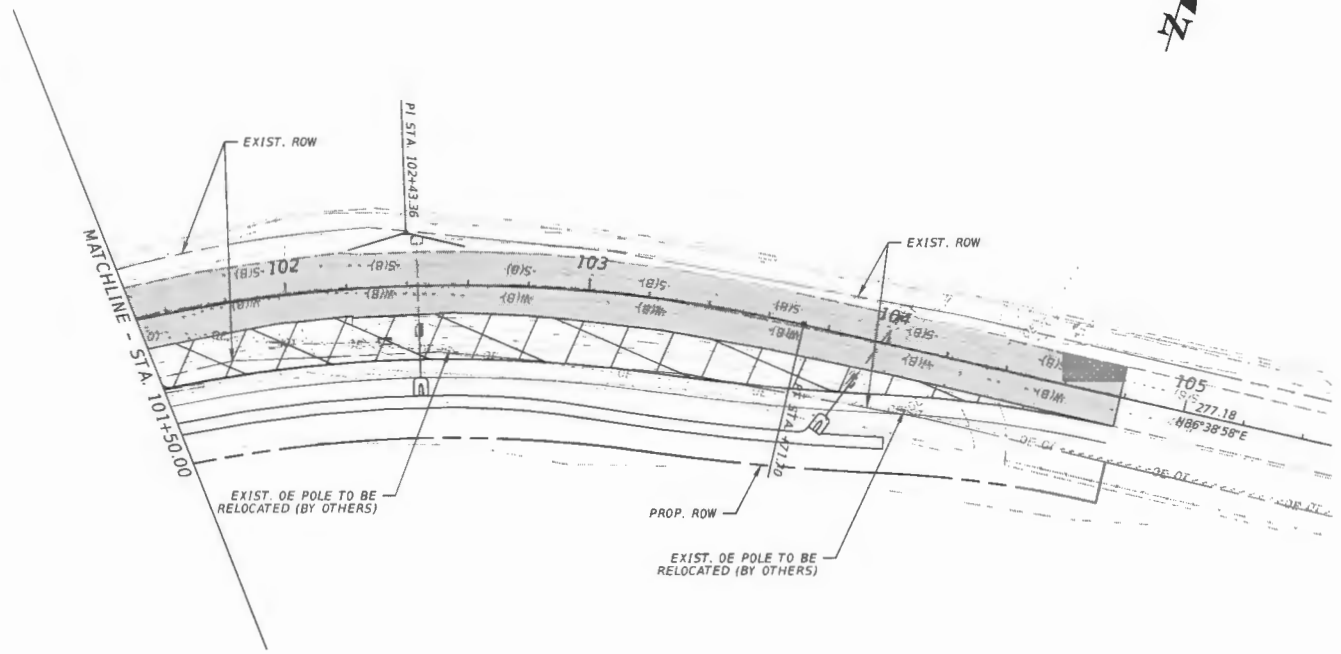
ETM
 Engineering & Technology
 1475 Old St. Augustine Road
 Jacksonville, FL 32218
 TEL: (904) 624-8888
 FAX: (904) 624-8888
 Registry - 1994 LC - 000010
 BRIAN J. LANDEWEER License No. 6768

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
UTILITY ADJUSTMENTS

SHEET NO.	30
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 MODEL: Pine (Sheet)

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

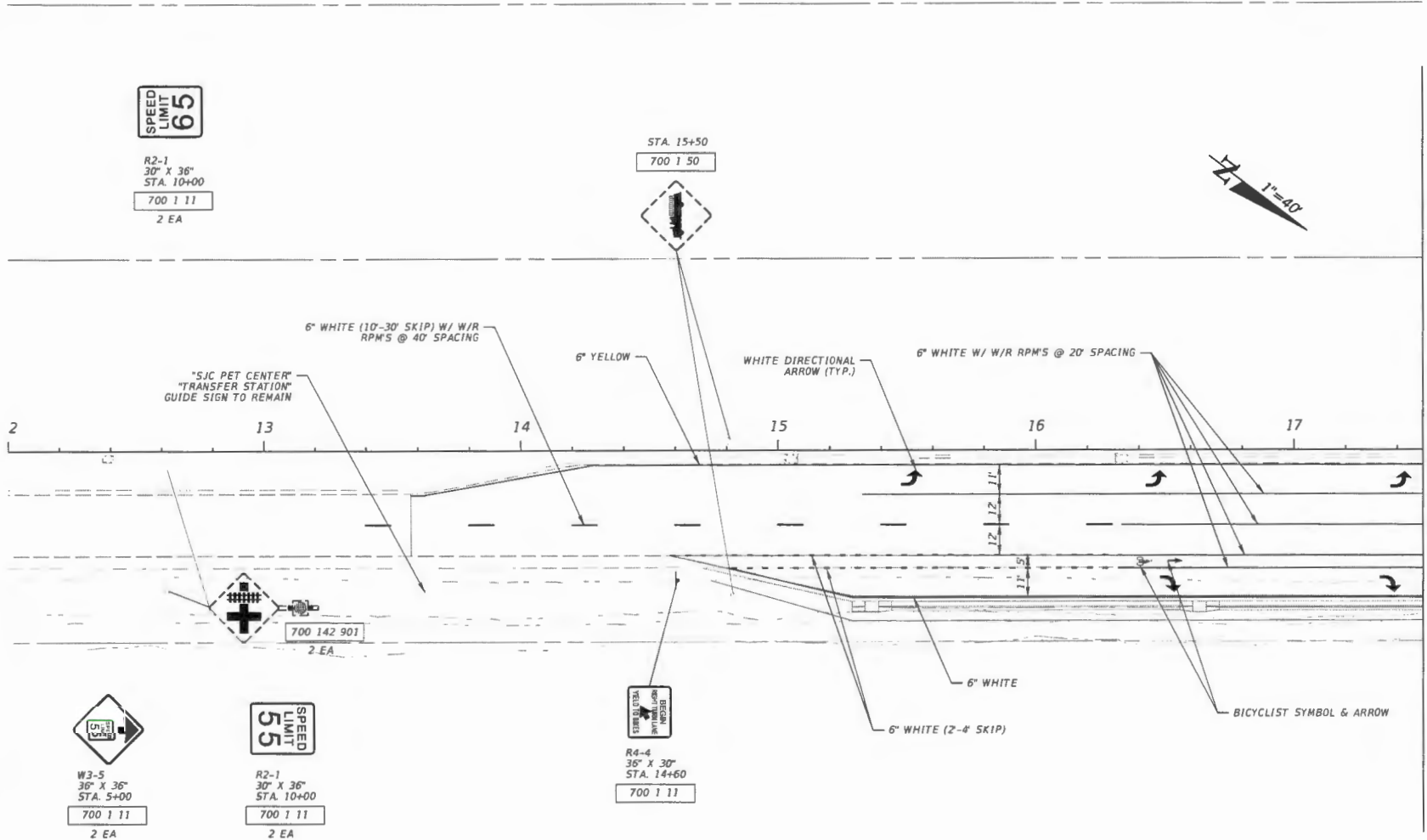
ETM
 Engineering & Technical Management, Inc.
 4975 Old St. Jacksonville Road
 Jacksonville, FL 32256
 TEL: (904) 842-8888
 FAX: (904) 842-8883
 Registry - 2004 LC - 988816
 BRIAN J. LANDEWEER License No. 62768

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
UTILITY ADJUSTMENTS

SHEET NO.
31

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MATCHLINE - STA. 17+50.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 Engineering & Traffic Management
 12778 Old St. Augustine Road
 Jacksonville, FL 32216
 TEL: 904.842.4244
 FAX: 904.842.4244
 Registry - 3304 LC - 9000116
 BRIAN J. LANDEWEER License No. 67668

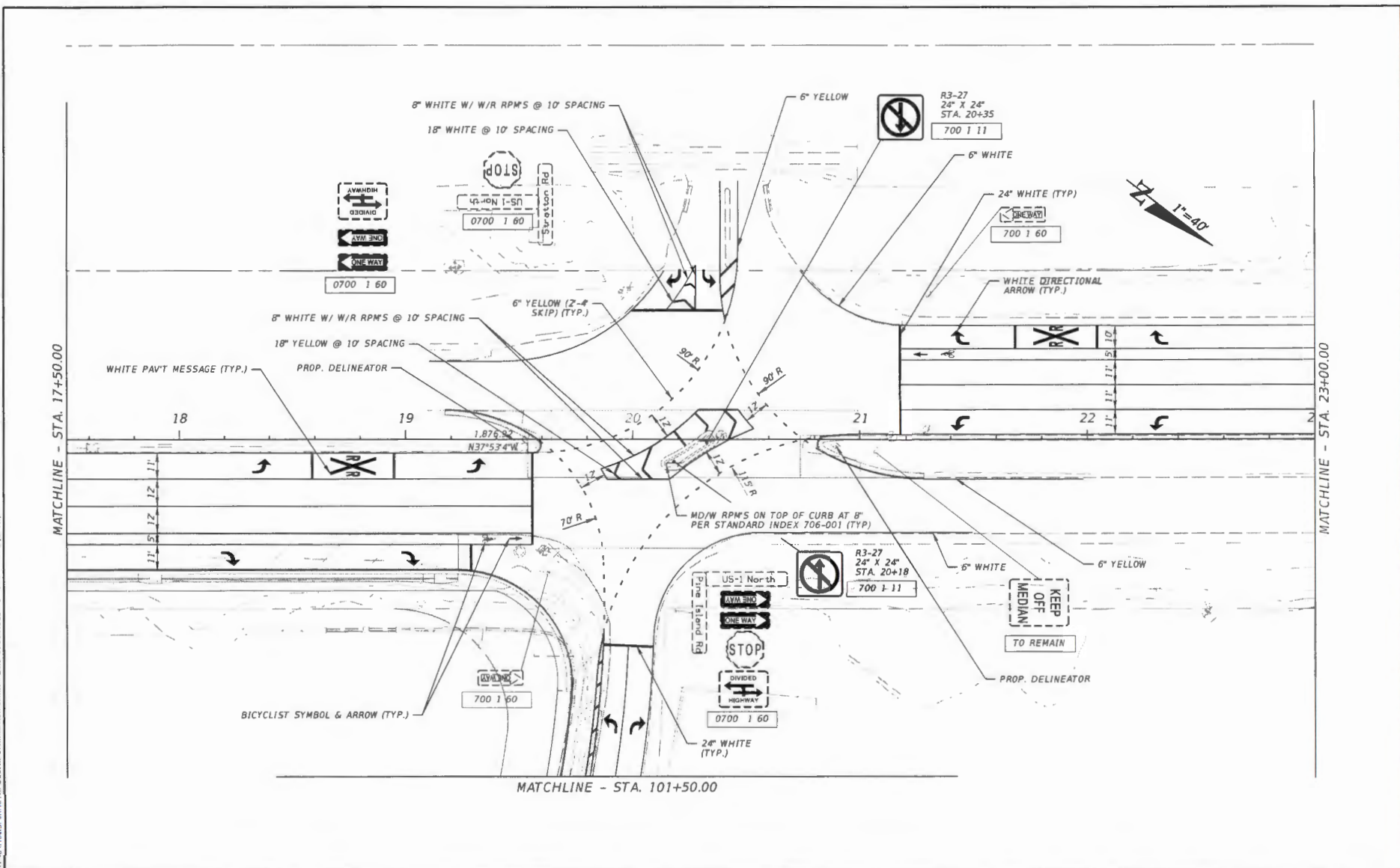
St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
SIGNING & PAVEMENT MARKING
PLAN


SHEET NO.
32

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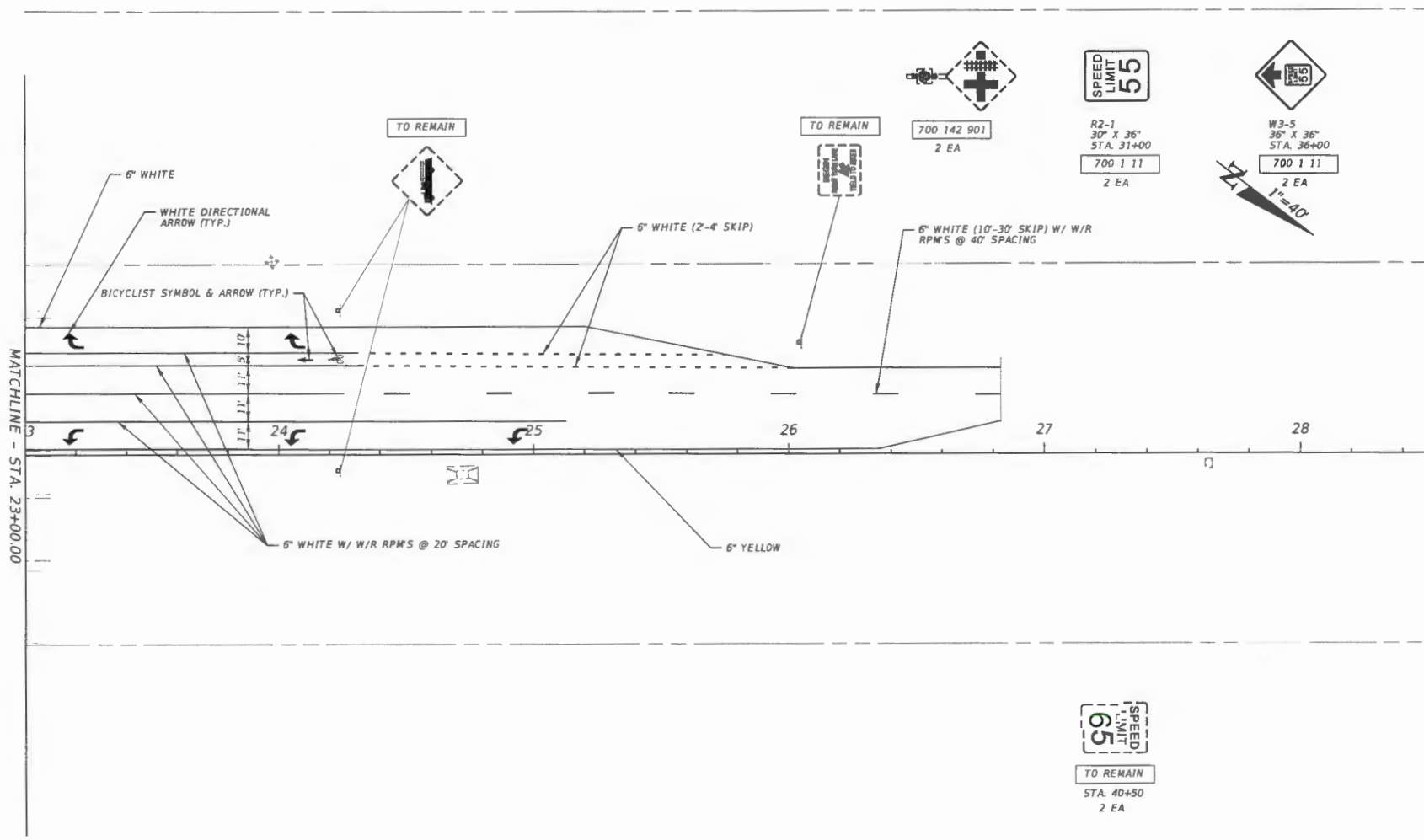
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REVISIONS		DESCRIPTION		 ETM <small>VISION • ENGINEERING • ANALYSIS</small> BRIAN J. LANDEWEER License No. 62668	St Johns County			PINE ISLAND RD AT U.S. 1		SHEET NO. 33
DATE	DESCRIPTION	DATE	DESCRIPTION		DATE	COUNTY NO.	ETM NO.	SIGNING & PAVEMENT MARKING PLAN		
					MARCH 2024		22-141-08			

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 ENGINEERING & TRANSPORTATION
 BRIAN J. LANDEWEER License No. 6768
 14776 Old St. Augustine Road
 Jacksonville, FL 32218
 TEL: 904-643-0888
 FAX: 904-643-0888
 Supply - 904-41-000170

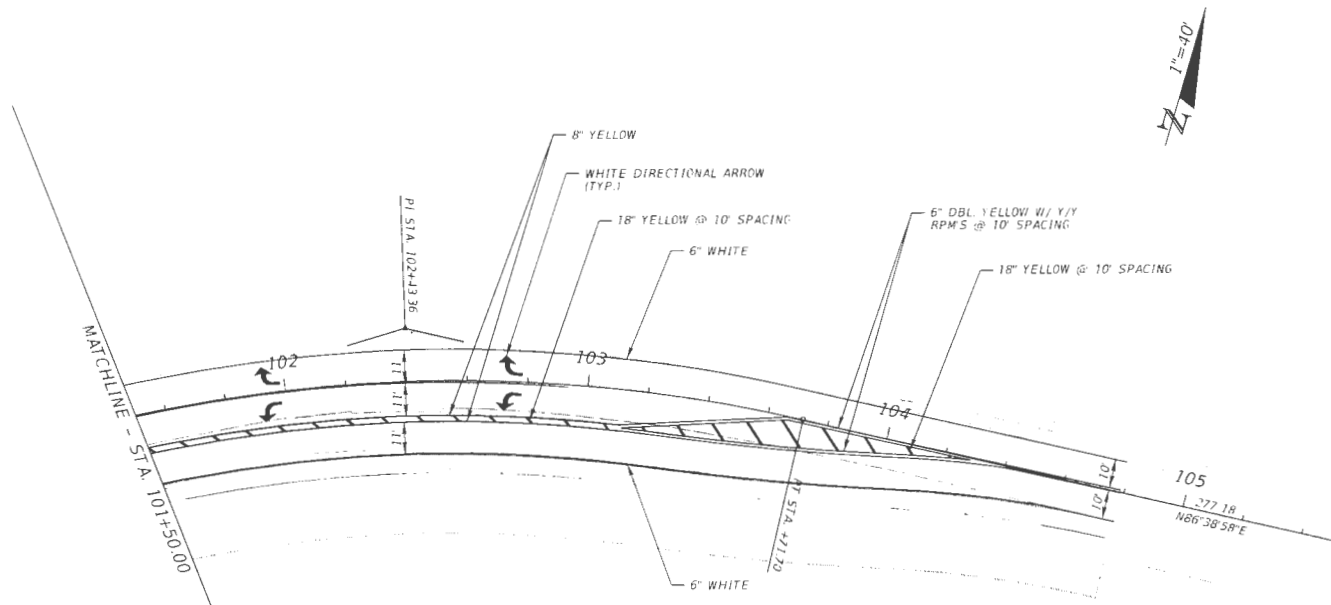
St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
SIGNING & PAVEMENT MARKING PLAN

SHEET NO.	34
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8/1/2024 10:54 AM
 7:20:24 2/24/24 2:21:51:48VTRANSPORTATION DESIGN, S.A. AND/OR ITS ASSOCIATES, A CORP. - SPM (SHEET)



REVISIONS	
DATE	DESCRIPTION

ETIM
 Engineering & Traffic Inc.
 1415 Old St. Augustine Road
 Jacksonville, FL 32208
 TEL: (904) 842-8899
 FAX: (904) 848-8487
 Registry - 2384 LC - 0000318
 License No. 62768

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
SIGNING & PAVEMENT MARKING
PLAN

SHEET NO.
35

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ST. JOHNS COUNTY TRAFFIC SIGNAL STANDARD GENERAL NOTES / PROJECT NOTES

1. St. Johns County shall be informed any time the contractor is on the job site performing signal construction activities, so that an inspector may observe on site construction (if so desired). The contractor shall contact St. Johns County Traffic Operations at (904) 209-0170.
2. The contractor shall notify St. Johns County Traffic Operations at least 24 hours in advance of installing ground rods, installing underground conduit, installing drilled-shaft foundations, setting poles or installing signal head assemblies.
3. No polycarbonate housing or mounting hardware shall be permitted for vehicular or pedestrian signal head assemblies.
4. All signal heads shall be black aluminum and shall be mounted vertically.
5. At the time of final project inspection, the contractor shall furnish two complete sets of sign and sealed "as-built" plans and complete documentation of any equipment and/or hardware used for construction.
6. All conduit shall be 2-inch minimum, except electrical power service duct.
7. The contractor shall verify color codes for signal cable with St. Johns County Traffic Operations prior to ordering cable.
8. If required, lane closures will not be permitted on weekends or holidays, nor will they be permitted during the hours of 6:00 am to 9:00 am and 3:00 pm to 6:00 pm. St. Johns County Traffic Operations may adjust these times to reflect actual field conditions.
9. When a contractor is performing signal work within an intersection (installing conduit in the street, installing new signal equipment, turning on new signals, etc.) that requires a lane closure, an off-duty law enforcement officer shall direct traffic. The hourly rate of pay for an off-duty law enforcement officer can be obtained from the office of the law enforcement officer.
10. Unless specified otherwise, all pull box covers to be furnished and installed shall be non-metallic and shall include the recessed logo "TRAFFIC SIGNALS". All fiber optic pull boxes shall be oversized to 3' long by 2' wide by 2' deep (inside dimensions). No pull boxes are to be installed in sidewalk.
11. Vehicle detection, signal cable, and electrical service wire shall be run in separate conduit and pull boxes.
12. All field wiring shall be neatly bundled and clearly identified with permanently legible, weatherproof tags that are securely attached to each cable. The tagging system proposed shall be submitted to St. Johns County Traffic Operations for approval. This requirement also applies to all mast arm terminal compartments.
13. The contractor shall contact local utility companies to determine the location of underground utilities.
14. All signal and pedestrian indication shall have LED displays.
15. The contractor shall ensure the proposed traffic signal equipment is compatible with the "Trafficware" signal system required by St. Johns County.
16. As directed by St. Johns County, the contractor shall adjust conduit to avoid any possible conflicts with underground utilities.
17. The contractor shall call "Sunshine B11" at least 48 hours prior to any excavation.
18. The contractor shall provide a two-man bucket truck and assist the project inspector in physically examining each signal head the same day it is erected.
19. Traffic shall be maintained in accordance with the "Manual on Uniform Traffic Control Devices", the FDOT Standard Indexes and any Maintenance of Traffic (MOT) requirements contained in this plan set.
20. Signal head assemblies shall have clearances of 17 5/16" min./22" max. from the bottom of the assembly to the roadway.
21. A green colored No. 6 AWG insulated stranded copper wire shall be connected between each of the intersection metal mast arm and pedestrian pole ground rod connection points and then to the controller ground bus. This wire shall be pulled in the same conduit as the signal cable.
22. The description and technical specifications of any equipment used for construction shall be submitted to St. Johns County Traffic Operations for approval prior to ordering.

23. Equipment requirements.
 - TS2-Type 2
 - 1 Naztec P-44 Cabinet Assembly
 - 1 Naztec Model 516L MMU with Ethernet
 - 1 Automatic Generator Hook-up (on side of cabinet)
 - 16 NEMA Load Switches
 - 1 NEMA Flasher
 - 5 Flash Transfer Relays
 - 1 Luminaire Interface on Power Panel
 - 1 Naztec TS2 Cabinet Power Supply Model TS2/CAB/PS
 - 1 16-Channel Detector Rack
 - 1 4-Channel PED Isolation Card
 - 1 2-Channel Opticom Rack and Field Panel
 - 1 16-Channel Loop Detector Panel with 16 SRA-6LC Surge Arrestors (Arrestors will be placed on the front of the loop detector panel)
 - 1 Set of FDOT Spec Load Resistors for the back panel
 - 1 Ball Bearing Roller Drawer
 - 2 Manual Pushbutton Cords
 - 2 Set of FDOT Spec Load Resistors for the back panel
 - 1 Ball Bearing Roller Drawer
 - 2 Manual Pushbutton Cords
 - 2 Sets of Cabinet Drawings
 - 1 Set of operation manuals for each device
 - 2 2 Sets of keys (2 controller door and 2 police access keys)
 - 1 Pre-empt panel (2 Channel minimum)
 - 1 ITS Express Switch, Model ITS-8040
 - 1 UPS Alpha Novus FXM-200 with SNMP Ethernet interface rack mounted (Batteries must be a separate cabinet, side mounted to main controller)
 - 4 100-amp-hour Batteries Model: Alpha 210GXL
 - 1 PTZ Camera
 - 1 Juniper Router
24. The Vehicle Detection System shall be GRIDSMART equipment meeting St. Johns County requirements.
25. The contractor shall coordinate with Comcast Xfinity to provide an Internet connection for this location. Cost to provide this connection is included in pay item number 670-5-112.
26. The contractor shall coordinate with St. Johns County to provide a Juniper router for this location. Cost to provide this connection is included in pay item number 684-1-1.

2/1/2024 10:58:52 AM C:\Users\jgarcia\OneDrive\Documents\Projects\St. Johns County\Signal\2024\2024-03-01\2024-03-01-22-GENERAL NOTES - P22.dwg

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REVISIONS				 <small> Engineering - Traffic & Signal, Inc. 1275 South Alachua Avenue Jacksonville, FL 32218 TEL: (904) 848-8888 FAX: (904) 848-4885 Regulatory - 2294 LC - 0000316 </small>	St. Johns County			PINE ISLAND RD AT U.S. 1 GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		DATE	COUNTY NO.	ETM NO.		37
MARCH 2024						22-141-08			

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS														TOTAL THIS SHEET		GRAND TOTAL	
			T-4																	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF																		
630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF																		
632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI																		
635 2 11	PULL & SPLICE BOX, (F&I), (13" x 24" COVER SIZE)	EA																		
639 1 122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS																		
639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF																		
639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA																		
641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-11 SERVICE POLE	EA																		
649 21 19	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70' 60'	EA																		
650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS																		
660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA																		
660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA																		
670 5 112	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION	AS																		
682 1 113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	EA																		
684 1 1	MANAGED FIELD ETHERNET SWITCH, F&I	EA																		
685 1 14	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION WITH CABINET	EA																		
700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA																		
700147360	ENHANCED HIGHWAY SIGN ASSEMBLY, AC POWERED, F&I OVERHEAD MOUNT, BLANK OUT SIGN <12 SF	EA																		

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
 ENGINEERING TECHNOLOGIES & DESIGN, INC.
 15750 N. 15th Street
 Suite 1000, Phoenix, AZ 85022
 TEL: (602) 944-4400
 FAX: (602) 944-4401
 Knappton - 2584, LC - 2600316
 MARK S. MANWELL License No. 53938

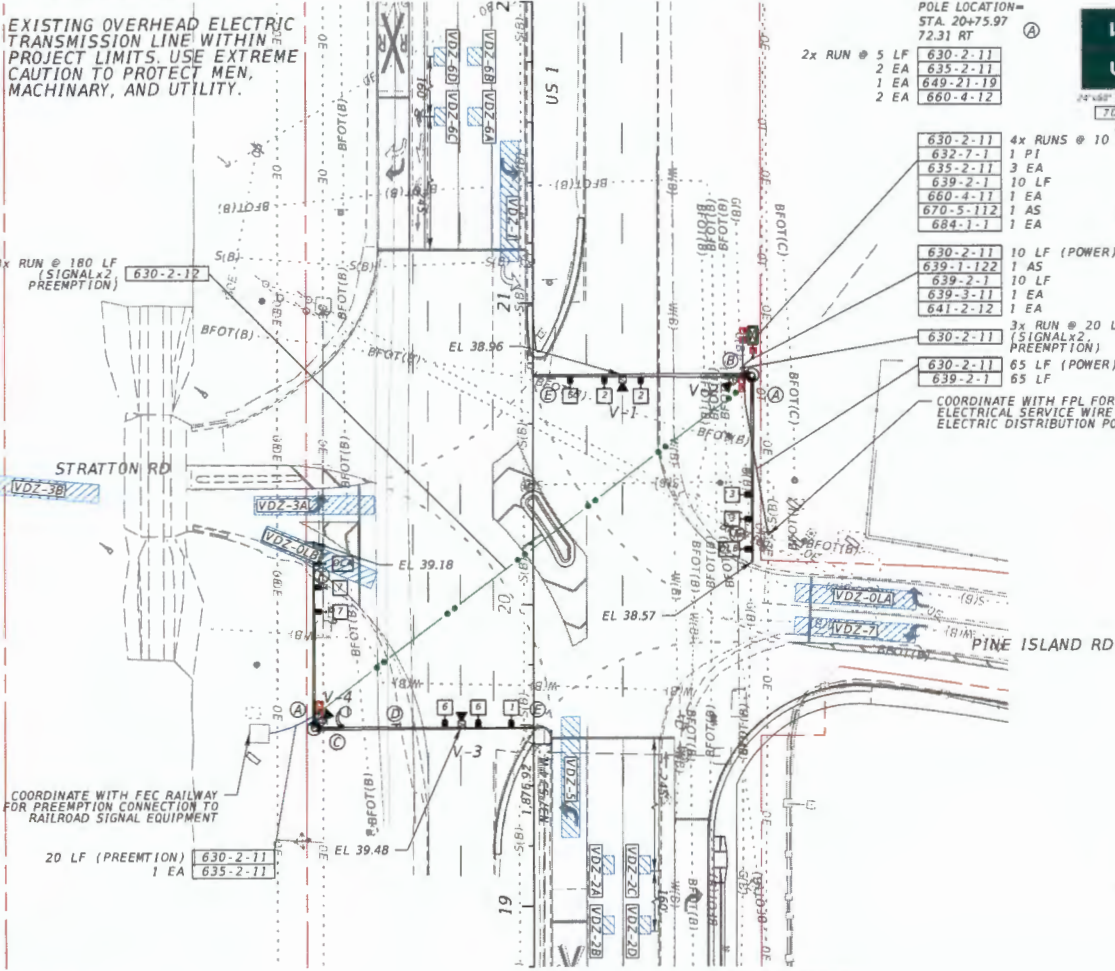
St Johns County		
DATE	COUNTY NO.	LTM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1
SUMMARY OF PAY ITEMS

SHEET NO.	38
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INTERSECTION NUMBER 78M134

EXISTING OVERHEAD ELECTRIC TRANSMISSION LINE WITHIN PROJECT LIMITS. USE EXTREME CAUTION TO PROTECT MEN, MACHINERY, AND UTILITY.



① (EL 37.70)
POLE LOCATION=
STA. 20+75.97
72.31 RT

- 2x RUN @ 5 LF 630-2-11
- 2 EA 635-2-11
- 1 EA 649-21-19
- 2 EA 660-4-12

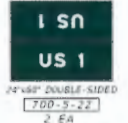
- 4x RUNS @ 10 LF (SIGNALx2, PREEMPTION POWER)
- 1 PI 630-2-11
- 3 EA 635-2-11
- 10 LF 639-2-1
- 1 EA 660-4-11
- 1 AS 670-5-112
- 1 EA 684-1-1

- 3x RUN @ 20 LF (SIGNALx2, PREEMPTION)
- 10 LF (POWER) 630-2-11
- 1 AS 639-1-122
- 10 LF 639-2-1
- 1 EA 639-3-11
- 1 EA 641-2-12

- 65 LF (POWER) 630-2-11
- 65 LF 639-2-1

COORDINATE WITH FPL FOR ELECTRICAL SERVICE WIRE TO ELECTRIC DISTRIBUTION POLE

OVERHEAD SIGN DETAILS



SIGNAL HEADS SHALL HAVE BACKPLATES WITH RETROREFLECTIVE BORDERS

CONTROLLER TIMINGS								PRE-EMPTION TIMINGS	
TIMING FUNCTION	1	2	3	4	5	6	7	8	
MOVEMENT NUMBER	1	2	3	4	5	6	7	8	MIN. GRN. BEFORE PRE-EMP. 0
MINIMUM GREEN	4	18	4	6	4	18	4	6	YELLOW CLR. 5.5
EXTENSION	3	2.5	3	3	2.5	3	3		ALL RED CLR. 2.0
MAXIMUM GREEN 1	25	50	25	25	25	25	25		TRACK CLR. GREEN 42
MAXIMUM GREEN 2	25	50	25	25	25	25	25		YELLOW CLR. 3.4
YELLOW CLEARANCE	5.5	5.5	3.4	3.4	5.5	5.5	3.4	3.4	ALL RED CLR. 2.5
ALL RED	2.0	2.0	2.5	3.1	2.0	2.0	3.1	2.5	MIN. DWELL 0
PEDESTRIAN WALK									YELLOW CLR. 3.4
PED. CLEARANCE									ALL RED CLR. 2.5
RECALL		X				X			

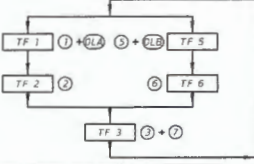
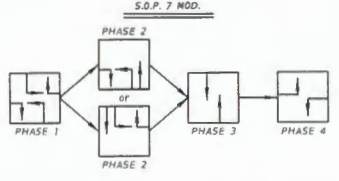
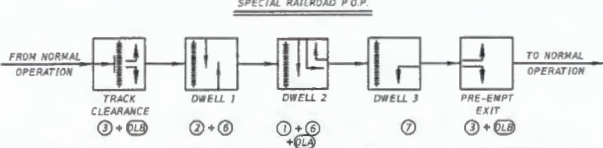
CONTRACTOR TO CONNECT PREEMPTION TO RAILROAD CONTROLLER. CONTACT FEC RAILWAY TO COORDINATE.

VIDEO DETECTION ZONE				
ZONE	SENSOR NO.	COVERAGE AREA	DETECTOR OPERATION	DELAY TIME (SEC)
VDZ-1	V-4	6' x 40'	NORMAL	0
VDZ-2A	V-1	6' x 6'	NORMAL	0
VDZ-2B	V-1	6' x 6'	NORMAL	0
VDZ-2C	V-1	6' x 6'	NORMAL	0
VDZ-2D	V-1	6' x 6'	NORMAL	0
VDZ-3A	V-2	6' x 40'	NORMAL	0
VDZ-3B	V-2	6' x 40'	NORMAL	0
VDZ-DLB	V-2	6' x 40'	NORMAL	10
VDZ-5	V-2	6' x 40'	NORMAL	0
VDZ-6A	V-3	6' x 6'	NORMAL	0
VDZ-6B	V-3	6' x 6'	NORMAL	0
VDZ-6C	V-3	6' x 6'	NORMAL	0
VDZ-6D	V-3	6' x 6'	NORMAL	0
VDZ-DLA	V-4	6' x 40'	NORMAL	10
VDZ-7	V-4	6' x 40'	NORMAL	0

DELAY TIME IS INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY PROJECT ENGINEER.

② (EL 37.40)
POLE LOCATION=
STA. 19+59.06
72.48 LT

- 2x RUN @ 10 LF (SIGNAL)
- 1 EA 630-2-11
- 1 EA 635-2-11
- 1 EA 649-21-19
- 2 EA 660-4-12
- 1 EA 682-1-113



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ETM
ELECTRIC TRAFFIC MANAGEMENT
MARK S. MAXWELL
Licence No. 53938

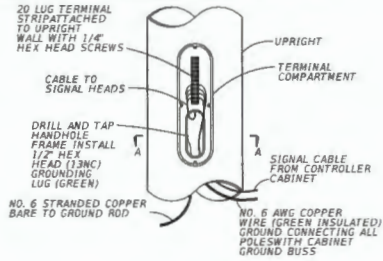
St Johns County
DATE: MARCH 2024
COUNTY NO.:
ETM NO.: 22-141-08

PINE ISLAND RD AT U.S. 1
SIGNALIZATION PLAN
SHEET NO. 39

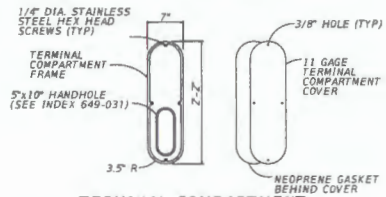
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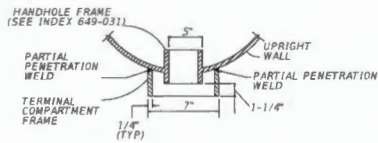
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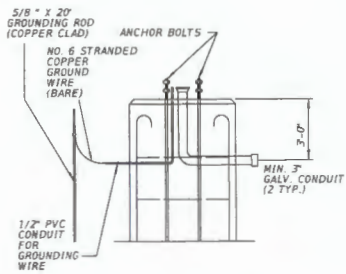
WIRING DETAILS



TERMINAL COMPARTMENT FRAME AND COVER DETAIL



SECTION "A-A"



FOUNDATION DETAIL

REVISIONS	
DATE	DESCRIPTION



ETM ENGINEERING & DESIGN, INC.
 1075 Old Ft. Sumner Road
 Jacksonville, FL 32218
 TEL: (904) 948-8488
 FAX: (904) 948-8489
 Houghlin - 0204 LG - 00000161
 Licence No. 53938

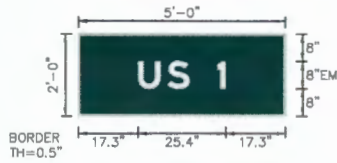
<i>St Johns County</i>		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

<i>PINE ISLAND RD AT U.S. 1</i>
<i>SPECIAL DETAILS</i>

SHEET NO.
41

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SIGN NAME	A	QTY	L	SIGN NUMBER	STATION(S)
PANEL	BORDER				none
WIDTH	5'-0"	WIDTH	0.5'		
HEIGHT	2'-0"	RADII	0"		
LEGEND	White	COLOR	White		
COLOR	Green				
SYMBOL(S)	ANGLE	X	Y	WID	HT
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge of Lane	COLUMN SIZE	AVERAGE LENGTH	



Panel Style: Internally Illum.ssi
M.U.T.C.D.: 2009 Edition

NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

COPY SPACE	U	S	1	L
	17.3	25.8	32.3	40.3
COPY SPACE				
COPY SPACE				
COPY SPACE				
COPY SPACE				
COPY SPACE				
COPY SPACE				
COPY SPACE				
COPY SPACE				

SIGN NAME	B	QTY	L	SIGN NUMBER	STATION(S)
PANEL	BORDER				none
WIDTH	7'-0"	WIDTH	0.5'		
HEIGHT	2'-0"	RADII	0"		
LEGEND	White	COLOR	White		
COLOR	Green				
SYMBOL(S)	ANGLE	X	Y	WID	HT
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge of Lane	COLUMN SIZE	AVERAGE LENGTH	



Panel Style: Internally Illum.ssi
M.U.T.C.D.: 2009 Edition

NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

COPY SPACE	P	I	n	a	l	s	t	a	n	g	L
	6.5	14.9	19.7	27.4	32.7	40.7	44.2	51.9	56	64.3	72.2
COPY SPACE											
COPY SPACE											
COPY SPACE											
COPY SPACE											
COPY SPACE											
COPY SPACE											
COPY SPACE											

SIGN NAME	C	QTY	L	SIGN NUMBER	STATION(S)
PANEL	BORDER				none
WIDTH	5'-6"	WIDTH	0.5'		
HEIGHT	2'-0"	RADII	0"		
LEGEND	White	COLOR	White		
COLOR	Green				
SYMBOL(S)	ANGLE	X	Y	WID	HT
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge of Lane	COLUMN SIZE	AVERAGE LENGTH	



Panel Style: Internally Illum.ssi
M.U.T.C.D.: 2009 Edition

NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

COPY SPACE	S	1	r	r	1	l	o	s	L
	6.6	14.7	21.4	28.6	34.3	40.2	46.2	54.2	62.9
COPY SPACE									
COPY SPACE									
COPY SPACE									
COPY SPACE									
COPY SPACE									
COPY SPACE									
COPY SPACE									

SIGN NAME		QTY	L	SIGN NUMBER	STATION(S)
PANEL	BORDER				none
WIDTH	WIDTH				
HEIGHT	RADII				
LEGEND	COLOR				
COLOR					
SYMBOL(S)	ANGLE	X	Y	WID	HT
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge of Lane	COLUMN SIZE	AVERAGE LENGTH	

NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

COPY SPACE					
COPY SPACE					
COPY SPACE					
COPY SPACE					
COPY SPACE					
COPY SPACE					
COPY SPACE					
COPY SPACE					

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



MARK S. MANWELL

Engineering, Planning & Surveying, Inc.
1575 US 90, Jacksonville, FL 32218
TEL: 904 944-8888
FAX: 904 944-8888
Regulatory - 2004 LC-000016

License No. 53938

St Johns County

DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
GUIDE SIGN WORK SHEET &
DETAILS**

SHEET NO. 43

LEGEND

- Fine SAND, Fine SAND With Silt (SP, SP-SM)
- Fine SAND With Silt, Silty Fine SAND (SM)
- Standard Penetration Resistance in Blows per 12" inches
- Estimated Seasonal High Groundwater Level
- Groundwater Level at Time of Drilling
- Unified Soil Classification System
- Hand Augered to Avoid Possible Underground Utility Conflict
- Approximate Location of Standard Penetration Test (SPT) Boring
- Boring Terminated

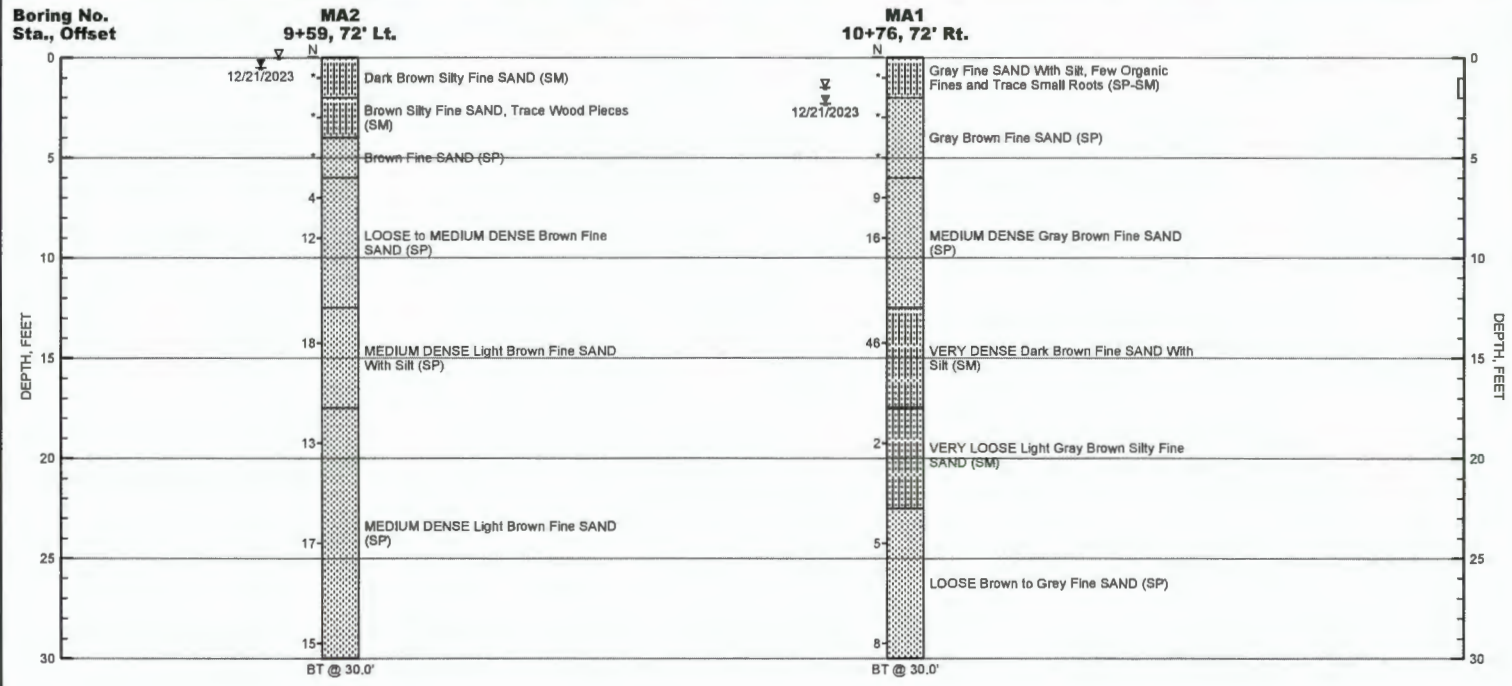
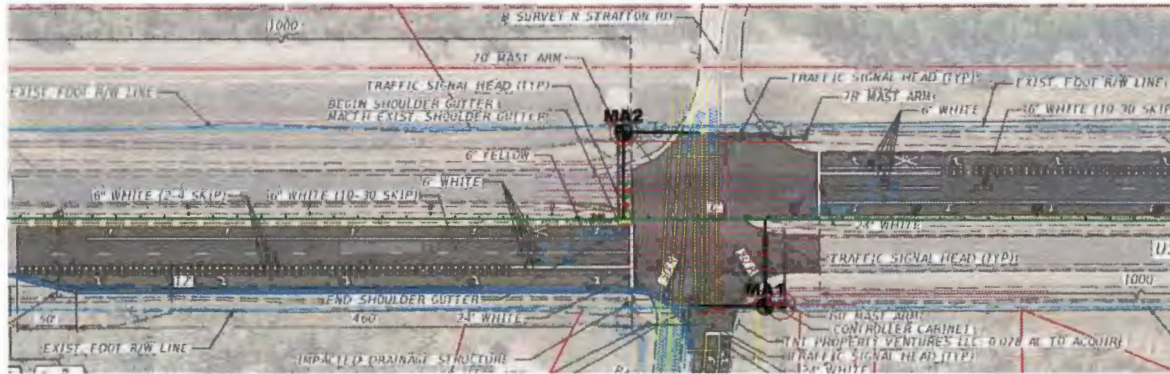
NOTES:

- Strata descriptions, measured groundwater levels and strata boundaries represent our interpretation of subsurface conditions at the boring location only, and do not reflect the actual variation in subsurface conditions between samples and adjacent to the boring locations.
 - Each boring location was determined in the field by using global positioning system (GPS).
- Drill Rig Type - 111G (Auto Hammer)

DESCRIPTION OF RELATIVE DENSITY OR CONSISTENCY

COARSE GRAINED SOILS -	
RELATIVE DENSITY	SPT (BLOWS/FL)
VERY LOOSE	LESS THAN 3
LOOSE	3 - 8
MEDIUM DENSE	9 - 24
DENSE	25 - 40
VERY DENSE	GREATER THAN 40

FINE GRAINED SOILS -	
CONSISTENCY	SPT (BLOWS/FL)
VERY SOFT	LESS THAN 1
SOFT	1 - 3
FIRM	4 - 6
STIFF	7 - 12
VERY STIFF	13 - 24
HARD	GREATER THAN 24



DATE	REVISIONS	ECS FLORIDA LLC 11554 DAVIS CREEK COURT JACKSONVILLE, FL 32258 CERTIFICATE OF AUTHORIZATION 28152 CHRISTOPHER M. EGAN P.E. 79645	ST. JOHNS COUNTY	REPORT OF SPT BORINGS FOR MAST ARM	SHEET NO.
	DESCRIPTIONS				DATE
			DECEMBER 2023	ST. JOHNS	35-34828

JAS-35-35029

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STANDARD MAST ARM ASSEMBLIES DATA TABLE										Table Date 11-01-16	
STRUCTURE ID NUMBERS	DESIGNATION	FIRST ARM		SECOND ARM		UF (deg)	LL (deg)	POLE			DRILLED SHAFT ID
		ARM ID	FAA (ft.)	ARM ID	SAA (ft.)			POLE ID	UAA (ft.)	UB (ft.)	
78M134-1	20+75.97 72.31' RT	A70/D		A60/D		90		P6/D	19.2	22.2	DS/16/5.0
78M134-2	19+59.06 72.48' LT	A70/D		A60/D		90		P6/D	18.4	21.4	DS/20/5.0

NOTES [Notes Date 11-01-16]:

1. If an entry appears in column FAA, a shorter arm is required. This is obtained by removing length from the arm tip and the arm length shortened from FA to FAA. SAA Similar.
2. If an entry appears in column UAA, a shorter pole is required. This is obtained by removing length from the pole tip and the pole height shortened from UA to UAA.
3. Arm mounting height UB must be between 18-24 feet.
4. Pole types P2 and larger require a minimum 4.5 foot diameter drilled shaft. Pole types P5 and larger require a minimum 5.0 foot diameter drilled shaft.
5. Work this sheet with the Signal Designer's "Mast Arm Tabulation". See "Mast Arm Tabulation" for special instructions that include non-standard Handhole location, paint color, terminal compartment requirement, and pedestrian features.
6. Work with Index 17743 and 17745.

REVISIONS				MORALES CONSULTING ENGINEERS, INC. 3832-010 BAY MEADOWS RD SUITE 132 JACKSONVILLE, FL 32217 (904) 434-4366 CERT. OF AUTH. NO. 30712				Drawn BY: DDR Checked BY: EJM Jr. Designed BY: EJM Jr. Checked BY: EJM			SHEET TITLE: MAST ARM DATA TABLE	
DATE	BY	DESCRIPTION	DATE					BY	DESCRIPTION	CONTRACT	MILEPOST	COUNTY
								DUVAL	PINE ISLAND ROAD AT U.S.-1	45		



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • www.sjrwmd.com

November 02, 2023

Brian Landeweer
14775 Old Saint Augustine Rd
Jacksonville, FL 32258-2463
Send email: landeweerb@etminc.com

Re: Pine Island Road at U.S. 1
PDEX: 210180-1
(Please reference the PDEX number on all correspondence.)

Dear Mr. Landeweer:

On 19 October 2023, the St. Johns River Water Management District received your application, construction plans, and determination fee requesting an exemption verification for the above referenced project. Based on this submittal, the proposed project involves the construction of a traffic signal and auxiliary turn lanes.

Pursuant to 62-330.051(4)(c) Florida Administrative Code (F.A.C.), an Environmental Resource Permit is not required since the project meets the exemption requirements.

Please be advised that this determination only applies to the District and does not relieve you from the permitting requirements of other agencies.

Thank you for your cooperation with the permitting and compliance process. If you have any questions, please contact the District at (904) 224-2975 or by email at JTKetcha@sjrwmd.com.

Sincerely,

Everett Frye
Supervising Professional Engineer
Division of Regulatory Services

CC: Regulatory File

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

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COCOA

Janet Price
FERNANDINA BEACH

Pine Island Road at US 1

St Johns County, Florida

DRAINAGE REPORT

March 2023

Prepared by:

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

For:

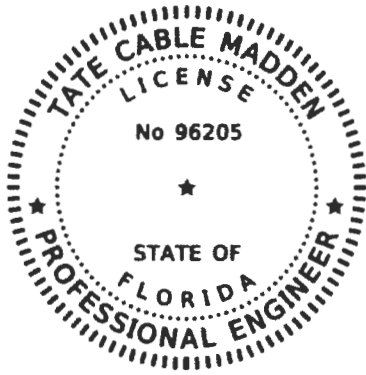
St Johns County

ENGINEER OF RECORD SIGNATURE PAGE

Project Name: Pine Island Road at US 1

Project Location: St Johns County, Florida

This document has been digitally signed and sealed by:



**Tate
Madden** Digitally signed
by Tate Madden
Date: 2024.03.25
17:22:07 -04'00'

Tate Cable Madden, P.E.
P.E. License No. 96205
England-Thims & Miller, Inc.
14775 Old St. Augustine, FL 32258
Registry - 00002584

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies.

Roadway Storm Sewer Design

The roadway storm sewer system is based on the following criteria for design. The storm sewer accepts runoff from the roadway and adjacent areas that contribute runoff to the roadway:

- Rational method used for stormwater runoff

$$Q = CiA$$

Where Q = runoff, cfs

C = Runoff Coefficient

i = rainfall intensity, in/hr

A = area, acres

- Runoff Coefficients obtained from table 2-2, FDOT Drainage Manual
- FDOT Zone 5 was used for the rainfall intensity-duration-frequency curve
- 10-year return period (system connected to roadway ditches)
- Spread calculation using a rainfall intensity of 4.0 in/hr
- Minimum pipe flow velocity of 2.5 feet per second (ft/s)
- Maximum pipe flow velocity of 15 feet per second (ft/s)

**FLORIDA DEPARTMENT OF TRANSPORTATION
STORM SEWER TABULATION FORM**

Financial Project ID:
Description: US 1 and Pine Island Rd

County: St. Johns
Organization:

Network:
State Road:

Sheet: _____ of _____
Prepared by: TM
Checked by: BL
Date: 3/22/2024
Date: 3/22/2024

LOCATION OF UPPER END			STRUCTURE NO.	TYPE OF STRUCTURE	LENGTH (ft)	DRAINAGE AREA (ac. or ha.)			TIME OF CONCENTRATION (min)	TIME OF FLOW IN SECTION (min)	INTENSITY (in/hr)	TOTAL (C-A)	BASE FLOW (cfs)	TOTAL FLOW (cfs)	MINOR LOSSES (ft)	INLET ELEVATION (ft)	HGL CLEARANCE (ft)	HYDRAULIC GRADIENT			NUMBER OF BARRELS	PIPE SIZE (in)		SLOPE (%)	ACTUAL VELOCITY (fps)	FULL FLOW CAPACITY (cfs)	NOTES AND REMARKS
						INCREMENTAL		SUB-TOTAL (C-A)										CROWN				RISE	SPAN				
ALIGNMENT NAME	STATION	OFFSET DISTANCE (ft.)	SIDE	UPPER LOWER	COMPOSITE C VALUE	AREA												UPPER END ELEVATION (ft)	LOWER END ELEVATION (ft)	FALL (ft)							
CL				S-1	127.20	0.022	0.006	0.000	10.858	1.489	7.086	0.345	0.000	2.530	0.070	39.180	0.600	38.59	38.52	0.07	1	14"x23"		0.053	1.44	4.87	
15+38	61.33	Rt.	S-2	Gutter Inlet Type S		0.634	0.545	0.345										37.39	37.14	0.25				0.197	2.77		
CL				S-2	126.00	0.676	0.109	0.096	12.327	1.267	8.667	0.424	0.000	2.910	0.090	39.040	0.510	38.52	38.43	0.09	1	14"x23"		0.071	1.66	4.48	
16+83	61.40	Rt.	S-3	Gutter Inlet Type S		0.649	0.854	0.424										37.14	36.93	0.21				(N/A)	2.55		
CL				S-3	126.01	0.676	0.108	0.095	13.594	0.893	8.322	0.619	0.000	4.130	0.180	38.790	0.360	35.97	35.76	0.21	1	14"x23"		0.142	2.35	4.48	
17+89	61.48	Rt.	S-4	Gutter Inlet Type S		0.505	1.225	0.619										38.43	38.25	0.18				(N/A)	2.55		
CL				S-4	48.20	0.676	0.108	0.095	14.488	0.306	8.079	0.698	0.000	4.800	0.090	38.37	0.120	36.93	36.72	0.21	1	14"x23"		0.167	2.55	4.95	
19+15	61.56	Rt.	S-5	Gutter Inlet Type S		0.523	1.334	0.698										35.76	35.55	0.21				(N/A)	2.82		
CL				S-5	87.97	0.000	1.366	0.000	16.300	0.184	5.814	2.390	0.000	14.010	1.470	38.45	0.280	38.25	38.17	0.08	1	14"x23"		0.180	2.62	4.41	
19+50	63.02	Rt.	MES-4	MANHOLE TYPE 7		0.705	3.390	2.390										36.72	36.65	0.07				(N/A)	2.82		
CL				MES-3	41.77	0.630	0.670	0.422	14.100	0.485	6.185	0.422	0.000	2.630	0.020	37.65	-0.540	38.17	36.70	1.47	1	14"x23"		1.667	7.98	21.14	
19+49	83.76	Rt.	S-5	Mitered End Section		0.630	0.670	0.422										36.65	36.52	0.13				(N/A)	2.51		
CL				MES-1	74.33	0.640	0.538	0.344	10.000	0.856	7.300	0.344	0.000	2.530	0.040	38.80	-1.830	37.42	36.65	0.77	1	14"x23"		3.707	12.04	9.70	
14+62	85.09	Rt.	S-1	Mitered End Section		0.639	0.538	0.344										36.25	35.48	0.77				(N/A)	1.44		
CL				MES-2	8.96	0.250	0.463	0.116	10.000	0.308	7.300	0.116	0.000	0.850	0.000	38.40	-0.030	38.63	38.59	0.04	1	14"x23"		0.053	1.44	40.97	
17+89	70.30	Rt.	S-3	Mitered End Section		0.250	0.463	0.116										37.97	37.39	0.58				(N/A)	5.52		
																	38.43	38.43	0.00				0.006	0.49			
																		38.17	36.93	1.24				13.921	23.33		
																		37.00	35.76	1.24				(N/A)			

SPREAD CALCULATIONS

Name			Side	Inlet Location	Inlet Drainage Area (acres)	Inlet C	CA	Total Rational Flow to Inlet (cfs)	Road Cross Slope (%)	Longitudinal Slope (Inlet) (%)	Spread / Top Width (ft)	Maximum Spread (ft)
S-1	CL	15+36	RT	On Grade	0.006	0.022	0	0	2.00%	0.11%	0	8.66
S-2	CL	16+63	RT	On Grade	0.109	0.876	0.095	0.38	2.00%	0.20%	6.78	8.66
S-3	CL	17+89	RT	On Grade	0.108	0.876	0.095	0.38	2.00%	0.33%	6.17	8.66
S-4	CL	19+15	RT	On Grade	0.108	0.876	0.095	0.38	2.00%	0.33%	6.17	8.66

DITCH CALCULATIONS

FLORIDA DEPARTMENT OF TRANSPORTATION
 HYDRAULIC WORKSHEET FOR ROADSIDE DITCHES

Road: **US 1 and Pine Island**

Project Number: 22-141-08

Sheet 1 of 1
 Prepared by: TM Date: 3/22/2024
 Checked by: BL Date: 3/22/2024

STATION	TO	STATION	SIDE	% Slope	Drain Area	"C"	t _c	i ₁₀	Q (cfs)	Ditch Section			"n"	"d" (ft)	Vel. (fps)	Ditch Lining	Side Drain Pipe Dia.	Remarks
										F.S.	B.W.	B.S.						
012+66	to	014+62	RT	0.39	0.54	0.35	10	7.19	1.37	4	5	4	0.06	0.37	0.69	SOD		
020+31	to	022+64	RT	0.10	0.78	0.32	16.3	5.96	15.5	6	5	4	0.04	1.34	0.99	SOD		
104+06	to	102+53	LT	0.20	0.32	0.58	10	7.19	1.3	4	4	4	0.06	0.25	0.38	SOD		
102+53	to	100+88	LT	0.35	0.35	0.67	14.1	6.31	1.5	4	4	4	0.06	0.40	0.66	SOD		

Note: F.S. = Front Slope

B.W. = Bottom Width

B.S. = Back Slope



ECS Florida, LLC

Geotechnical Engineering Report

US-1 and Pine Island Road

US-1 and Pine Island Road
St. Johns County, Florida

ECS Project Number 35:35029

January 17, 2024





January 17, 2024

Mr. Matt Maggiore, P.E.
ETM, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

ECS Project No. 35:35029

Reference: Geotechnical Engineering Report
US-1 and Pine Island Road
St. Johns County, Florida

Dear Mr. Maggiore:

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

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

Respectfully submitted,

ECS Florida, LLC

Nathan D. Hildreth, E.I.
Geotechnical Project Manager
NHildreth@ecslimited.com

Chris M. Egan, P.E.
Principal Engineer
Registered, Florida No. 79645
CEgan@ecslimited.com

TABLE OF CONTENTS

1.0 INTRODUCTION1
2.0 PROJECT INFORMATION1
 2.1 Project Location/Current Site Use 1
 2.2 Proposed Construction..... 2
3.0 FIELD EXPLORATION AND LABORATORY TESTING3
 3.1 Subsurface Characterization..... 3
 3.2 Groundwater Observations 4
 3.2.1 Encountered Groundwater 4
 3.2.2 Estimated Seasonal High Groundwater 4
 3.3 Laboratory Testing..... 4
4.0 DESIGN RECOMMENDATIONS4
 4.1 General 4
 4.2 Roadway Construction Considerations 5
 4.3 Mast Arm Structure Design Recommendations 5
 4.4 Mast Arm Structures Construction Recommendations 6
5.0 CLOSING.....6

TABLES

Table 1 Summary of Laboratory Tests

FIGURES

Figure 1 Site Location Diagram
Figure 2 Boring Location Diagram
Figure 3 Roadway Soil Survey Sheet
Figure 4 Roadway Soil Profiles
Figure 5 Report of SPT Borings for Mast Arms

1.0 INTRODUCTION

The purpose of this study was to provide geotechnical information for the design of pavements and mast arm foundations for the proposed roadway improvements. The following roadway improvements are proposed at the intersection of US-1 and Pine Island Road: an approximately 510 linear feet right turn lane is to be added to north-bound US-1 to Pine Island Road; approximately 780 linear feet of Pine Island Road is to be improved east of the intersection; a mast arm is proposed at the north and south corners of the intersection, each. The recommendations developed for this report are based on project information supplied by ETM, Inc.

Our services were provided in accordance with our Proposal No. 35:20462-GP, dated March 16, 2023, as authorized by Mr. Brian Landeweer, P.E. on December 15, 2023, which includes the Technical Consulting Services Agreement between ECS Florida, LLC and ETM Inc., dated December 15, 2023.

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

The report includes the following items:

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

2.0 PROJECT INFORMATION

2.1 PROJECT LOCATION/CURRENT SITE USE

The project site is located at the intersection of US-1 and Pine Island Road in St. Johns County, Florida. The site is bordered in all directions by undeveloped, wooded land. A few relatively small warehouse buildings are located along the north side of Pine Island Road. The general site location is shown on Figure 1 in Appendix A and Figure 2.1.1 following.

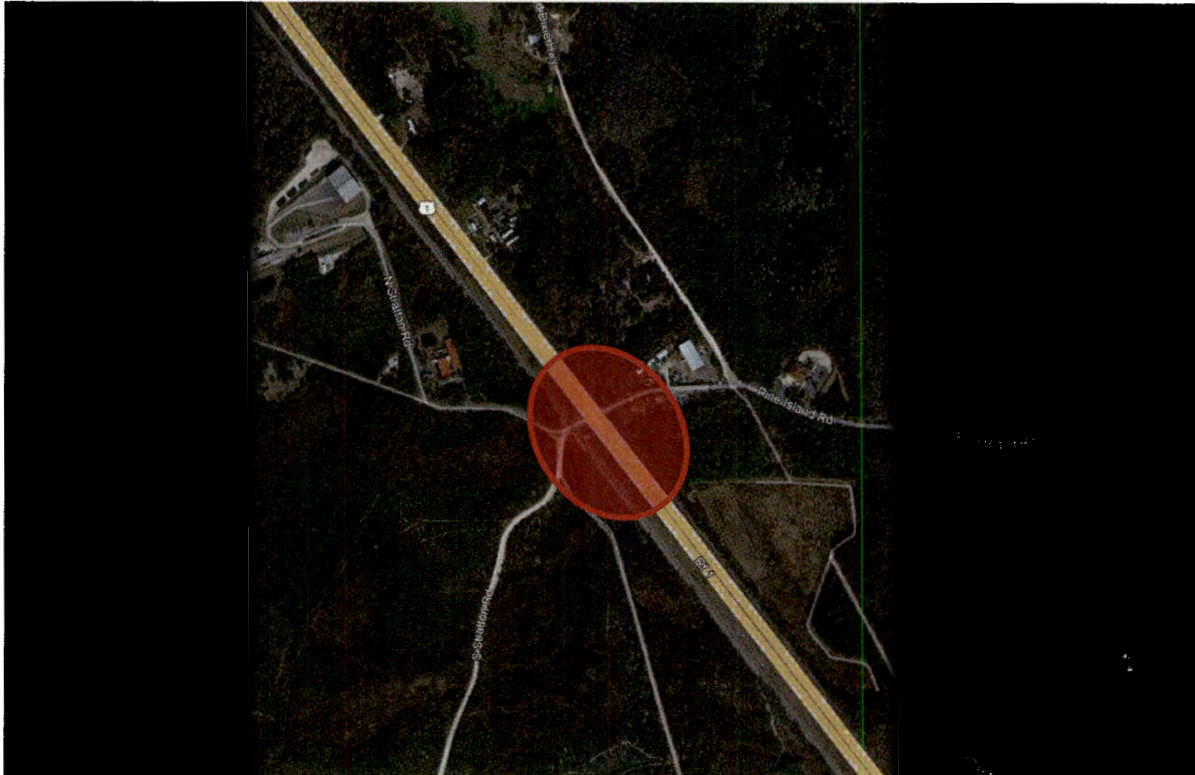


Figure 2.1.1. Site Location

At the time of our exploration, the site was developed as an un-signalized four-lane highway intersection. A site survey was not available to our office at the time of this report preparation. However, based on publicly available information, we understand that the site generally slopes downward to the drainage swales located east and west of the roadway alignment. Surface water was observed in low-lying areas near planned structural areas at the time of our exploration.

2.2 PROPOSED CONSTRUCTION

Based on the *Contract Plans* provided by ETM, Inc. we understand the existing four-lane roadway will be improved to include a right turn lane to north-bound US-1 to Pine Island Road. The right turn lane is proposed to be approximately 510 linear feet. The improvements of Pine Island Road will extend approximately 780 linear feet east of the intersection. A mast arm is proposed on both the north and south corners of the intersection. Based on the roadway cross sections provided by ETM, Inc., we understand that 3 feet of fill or less (and only minor cuts) will be required to establish finished roadway grades.

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

3.0 FIELD EXPLORATION AND LABORATORY TESTING

Our exploration procedures are explained in greater detail in Appendix B including the insert titled Subsurface Exploration Procedures. Our scope of work included drilling two Standard Penetration Test (SPT) borings and eight auger borings. Our borings were located with a handheld GPS unit and their approximate locations are shown on the Field Exploration Diagram (Figure 2) in Appendix A.

3.1 SUBSURFACE CHARACTERIZATION

The subsurface conditions encountered were generally consistent with published geological mapping. The following sections provide generalized characterizations of the soil strata. Please refer to the boring logs in Appendix B.

Roadway Borings

Typical Depth (ft)		Stratum	Description
From	To		
Existing Ground Surface	0.5 -1	n/a	Topsoil
0.5 - 1	6	I	Fine SAND and Fine SAND With Silt (A-3), Moist to Wet

As exceptions, Borings A4, A5, A6, and A9 encountered organic soils (Stratum 1A, 2A, and 3) from depths varying from the ground surface to 4.5 feet below the ground surface. Additional auger borings or test pits could be performed to further evaluate the horizontal and vertical extents of the encountered organic soils.

Mast Arm Borings

Typical Depth (ft)		Stratum	Description
From	To		
Existing Ground Surface	0.5 -1	n/a	Topsoil
0.5 - 1	17	I	Very Loose to Very Dense Fine SAND (A-3), Fine SAND With Silt (A-3), and Silty Fine SAND (A-2-4), Moist to Wet
17	30	II	Very Loose to Medium Dense Fine SAND (A-3), Fine SAND With Silt (A-3), and Silty Fine SAND (A-2-4), Wet

A graphical presentation of the subsurface conditions is shown on the Roadway Soil Survey Sheets and Report of SPT Borings for Mast Arms.

3.2 GROUNDWATER OBSERVATIONS

3.2.1 Encountered Groundwater

Water levels were measured during our field exploration and are presented in our boring logs in Appendix B. Groundwater depths measured at the time of drilling ranged from 1.7 feet to 3 feet below the ground surface. Variations in the long-term water table may occur as a result of changes in precipitation, evaporation, surface water runoff, construction activities, and other factors.

3.2.2 Estimated Seasonal High Groundwater

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

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

3.3 LABORATORY TESTING

The laboratory testing consisted of selected tests performed on samples obtained during our field exploration operations. Classification and index property tests were performed on representative soil samples. The laboratory testing determined the percent fines contents (ASTM D1140), percent moisture content (ASTM D2216), organic content (ASTM D2974) of selected soil samples. The results of the laboratory testing are summarized in Appendix C.

Each sample was visually classified on the basis of texture and plasticity in accordance with ASTM D2488 Standard Practice for Description and Identification of Soils (Visual-Manual Procedures) and including USCS classification symbols, and ASTM D2487 Standard Practice for Classification for Engineering Purposes (Unified Soil Classification System (USCS)). After classification, the samples were grouped in the major zones noted on the boring logs in Appendix B. The group symbols for each soil type are indicated in parentheses along with the soil descriptions. The stratification lines between strata on the logs are approximate; in situ, the transitions may be gradual.

4.0 DESIGN RECOMMENDATIONS

4.1 GENERAL

Our geotechnical engineering evaluation of the site and subsurface conditions at the property, with respect to the planned construction and our recommendations for site preparation and foundation support, are based on (1) our site observations, (2) the field and laboratory test data obtained, (3) our understanding of the project information and structural conditions as presented in this report, and (4) our experience with similar soil and loading conditions. If the stated structural or grading conditions are

incorrect or should the location of the structure or pavement areas be changed, please contact us so that we can review our recommendations. Also, the discovery of any site or subsurface conditions during construction that deviate from the data obtained during this geotechnical exploration should also be reported to us for our evaluation. The recommendations in the subsequent sections of this report present design and construction techniques that are appropriate for the planned construction. We recommend that ECS be provided the opportunity to review the foundation plans and earthwork specifications to verify that our recommendations have been properly interpreted and implemented.

4.2 ROADWAY CONSTRUCTION CONSIDERATIONS

It should be noted that topsoil was generally found to be 12 inches in thickness or less along the proposed roadway alignments. The topsoil should be removed and clearing and grubbing should be performed in accordance with Section 110 of the current edition of the FDOT Standard Specifications for Road and Bridge Construction.

Borings A4, A5, A6, and A9 encountered organic soils (Stratums 1A, 2A, and 3). The organics soils should be removed in accordance with Section 120-002 of the current edition of the FDOT Standard Plans Index.

The results of our exploration indicate that the soil conditions encountered at the roadway boring locations are generally adaptable for construction and support of the proposed roadways and pavement sections. Roadway construction should be performed in accordance with the appropriate sections of the current edition of the FDOT Standard Specifications for Road and Bridge Construction. Backfill should conform to Standard Plans Index 120-001 and should be compacted in accordance with Section 120-9 of the standard specifications. Fill placement and side slopes for embankment construction are presented in FDOT Standard Plans Index 120-001.

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

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

4.3 MAST ARM STRUCTURE DESIGN RECOMMENDATIONS

Based on the results of the borings, we consider the subsurface conditions adaptable for support of the proposed mast arm signalization structures upon properly designed drilled shaft foundations. The following table presents estimated soil parameters which can be used for design of the structure's foundations. For design purposes, we recommend that the groundwater table be assumed to be at the ground surface. The parameters shown in the table below are based on empirical correlations between the results of the SPT boring (N-values) and various soil properties. In each case, N-values were averaged over the zone of interest. Included in the table are typical soil unit weight, angle of internal friction and

cohesion. In addition, we recommend a value of 0.4 be used for the concrete/soil interface coefficient of friction, and an at-rest earth pressure coefficient of 0.5.

Boring Location	Soil Type ⁽¹⁾	Average N Values	Approximate Depth ⁽²⁾ (ft)	Total Unit Weight (pcf)	Effective Unit Weight (pcf)	ϕ , Friction Angle (Degrees)	c, Cohesion (lb/ft ²)
MA1	SP, SP-SM	N/A	0 – 6	102	39.6	28	0
	SP	12	6 – 12.5	112	49.6	30	0
	SM	46	12.5 – 17.5	135	72.6	38	0
	SM	2	17.5 – 22.5	95	32.6	26	0
	SP	6	22.5 – 30	104	41.6	29	0
MA2	SM	N/A	0 – 4	102	39.6	26	0
	SP	4	4 – 8	100	37.6	28	0
	SP	15	8 – 30	116	53.6	31	0

(1) Unified Soil Classification System (USCS).
 (2) Feet below the existing ground surface.
 (3) Upper 6 feet were drilled with a hand auger due to nearby underground utilities.

4.4 MAST ARM STRUCTURES CONSTRUCTION RECOMMENDATIONS

It is recommended that the installation of the drilled shafts be performed under the direct observation of a geotechnical engineer or their representative. Due to the soil conditions encountered at the boring locations, it will probably be necessary to install the drilled shafts using the wet construction or casing methods. However, natural slurry should not be relied upon to prevent caving of soils and maintaining an open hole. In addition, due to the prior development in the site area the presence of utilities and underground obstructions should be anticipated.

The drilled shafts should be constructed in accordance with the latest edition of Section 455, Part C of the FDOT *Standard Specifications for Road and Bridge Construction*.

5.0 CLOSING

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

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

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

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

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

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

TABLES

Table 1 Summary of Laboratory Tests



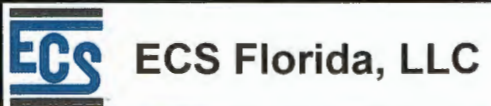
TABLE 1
Summary of Laboratory Tests
US-1 and Pine Island Road
ECS Project No. 35:35029

Boring No. / Sample No.	Depth ⁽¹⁾ (ft)	Stratum No.	Gradation Test, % Passing						Organic Content, %	Natural Moisture Content, %	Maximum Dry Density (pcf)	Optimum Moisture Content (%)	LBR Value	AASHTO Classification
			No. 10	No. 20	No. 40	No. 60	No. 100	No. 200						
A1/3	5.0	1	100	100	99	71	8	6	--	32	--	--	--	A-3
A3/1	1.0	1	100	100	100	65	4	1	--	20	--	--	--	A-3
A10/2	3.0	1	100	100	100	64	3	1	--	26	--	--	--	A-3
A4/1	1.0	1A	99	99	98	57	7	5	3.3	23	--	--	--	A-3
A6/1	1.0	1A	--	--	--	--	--	4	2.8	20	--	--	--	A-3
MA1/1	1.0	1A	--	--	--	--	--	5	3.1	32	--	--	--	A-3
A9/1	1.0	2A	--	--	--	--	--	17	3.8	25	--	--	--	A-2-4

(1) Feet below existing grade.

FIGURES

Figure 1	Site Location Diagram
Figure 2	Boring Location Diagram
Figure 3	Roadway Soil Survey Sheet
Figure 4	Roadway Soil Profiles
Figure 5	Report of SPT Borings for Mast Arms



Geotechnical ■ Construction Materials ■ Environmental ■ Facilities
 11554 Davis Creek Court, Jacksonville, FL 32256
 T: (904) 880-0960 • F: (904) 880-0970
 www.ecslimited.com

Site Location Diagram
US-1 and Pine Island Road
 St. Johns County, Florida

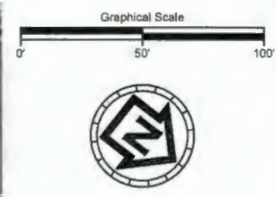
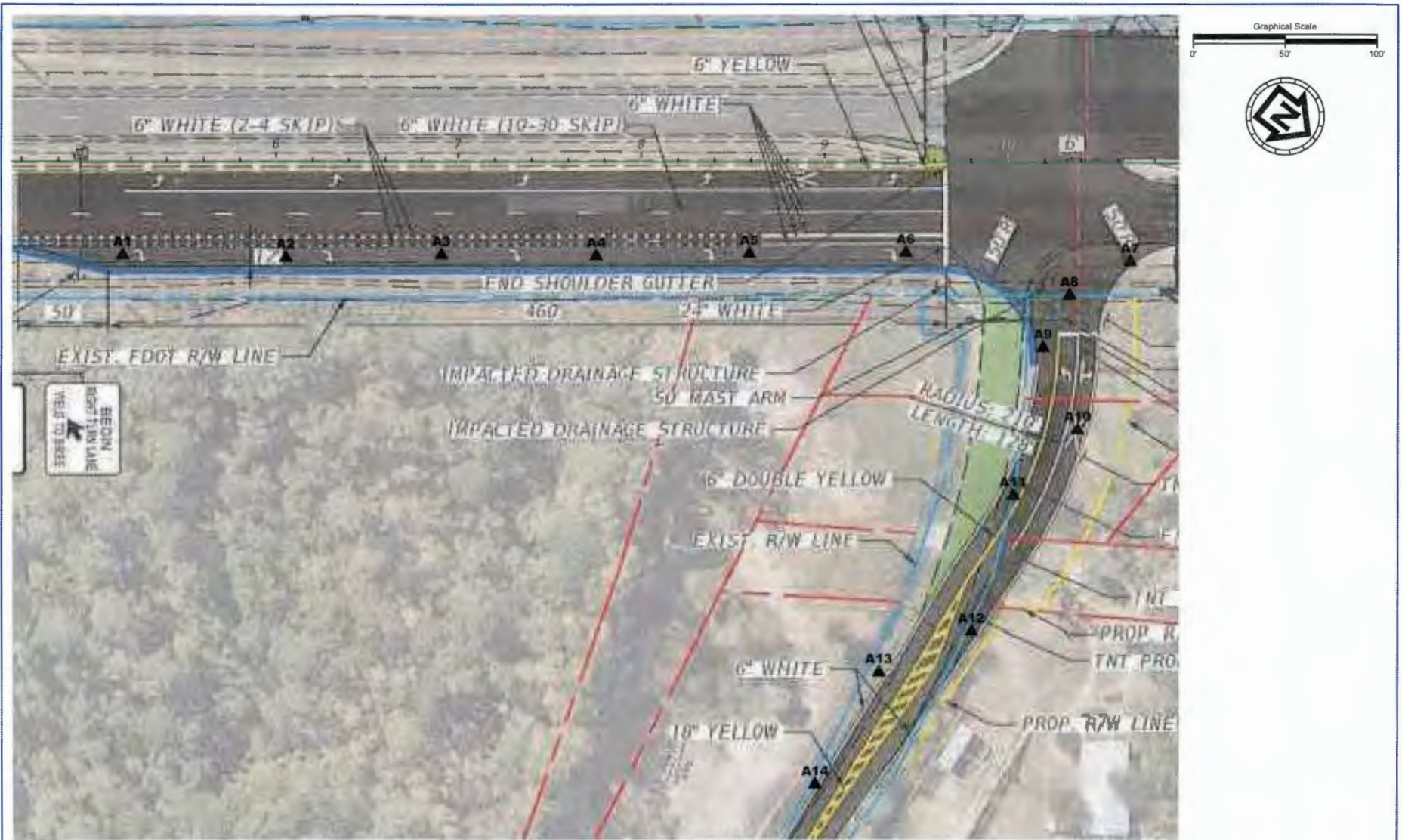


Date: 10/16/23

Project No.: 35-35029

Figure 1

JAS - 35-35029



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ECS FLORIDA LLC
 11554 DAVIS CREEK COURT
 JACKSONVILLE, FL 32256
 CERTIFICATE OF AUTHORIZATION 28152
 CHRISTOPHER M. EGAN P.E. 79645



US 1
 St. Johns County, Florida

Boring Location Diagram

SHEET NO.
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JAS-35-35029

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Figure 2

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SOIL SURVEY FOR THE DESIGN OF ROADS

DATE OF SURVEY: December 2023
 SURVEY MADE BY: ECS Florida, LLC
 SUBMITTED BY: -

SURVEY BEGINS STA. : 5+18 SURVEY ENDS STA. : 10+87

ROAD NO.: US1
 COUNTY: St. Johns

STRATUM NO.	ORGANIC CONTENT		MOISTURE CONTENT		NO. OF TESTS	SIEVE ANALYSIS RESULTS PERCENTAGE PASSING					ATTERBERG LIMITS (%)			SOIL CLASSIFICATION				DESCRIPTION	NO. OF LBR TESTS	OPTIMAL MOISTURE	MAX DRY DENSITY	LBR
	NO. OF TESTS	% ORGANIC	NO. OF TESTS	% MOISTURE		10 MESH	40 MESH	80 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTICITY INDEX	AASHTO GROUP	GROUP	GROUP						
1	-	-	3	20-32	3	100	99-100	64-71	3-8	1-6	-	-	-	A-3	Fine SAND	-	-	-	-			
1A	3	3	3	20-32	3	99	98	57	7	4-5	-	-	-	A-3	Fine SAND, Few Organic Fines	-	-	-	-			
2	-	-	-	-	-	-	-	-	-	-	-	-	-	A-2-4	Fine SAND With Silty Fine SAND	-	-	-	-			
2A	1	4	1	25	1	-	-	-	-	17	-	-	-	A-2-4	Fine SAND With Silty Fine SAND, Some Organic Fines	-	-	-	-			
3	-	-	-	-	-	-	-	-	-	-	-	-	-	A-8	Wood	-	-	-	-			

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE MAKE FINAL CHECK AFTER GRADING

- ▽ GROUNDWATER LEVEL AT TIME OF DRILLING
- ▽ ESTIMATED NORMAL SEASONAL HIGH GROUNDWATER LEVEL
- N STANDARD PENETRATION RESISTANCE, BLOW/FOOT
- 1/12" ONE BLOW TO DRIVE SPLIT SPOON SAMPLER TWELVE INCHES
- BT BORING TERMINATED AT DEPTH BELOW GRADE

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

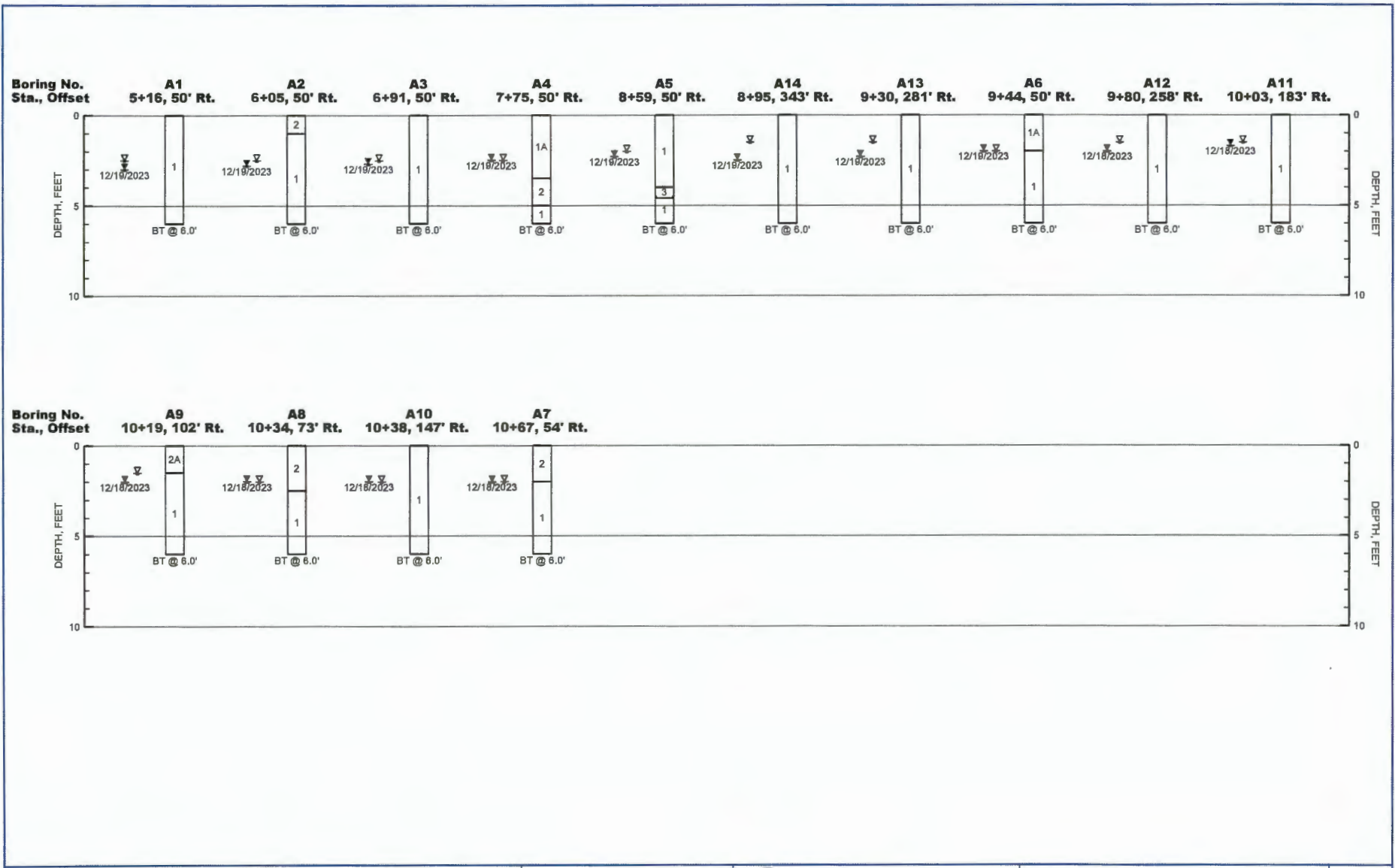
REVISIONS				ECS FLORIDA LLC 11554 DAVIS CREEK COURT JACKSONVILLE, FL 32258 CERTIFICATE OF AUTHORIZATION 26152 CHRISTOPHER M. EGAN P.E. 76645		US 1 St. Johns County, Florida	ROADWAY SOIL SURVEY SHEET	SHEET NO. -
DATE	DESCRIPTION	DATE	DESCRIPTION					

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Figure 3



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DATE	DESCRIPTION	DATE	DESCRIPTION				-

JAS - 35-56029

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Figure 4

LEGEND

- Fine SAND, Fine SAND With Silt (SP, SP-SM)
- Fine SAND With Silt, Silty Fine SAND (SM)
- Standard Penetration Resistance in Blows per 12" inches
- Estimated Seasonal High Groundwater Level
- Groundwater Level at Time of Drilling
- Unified Soil Classification System
- Hand Augered to Avoid Possible Underground Utility Conflict
- Approximate Location of Standard Penetration Test (SPT) Boring
- Boring Terminated

NOTES:

1. Strata descriptions, measured groundwater levels and strata boundaries represent our interpretation of subsurface conditions at the boring location only, and do not reflect the actual variation in subsurface conditions between samples and adjacent to the boring locations.
2. Each boring location was determined in the field by using global positioning system (GPS).

Drill Rig Type - 111G (Auto Hammer)

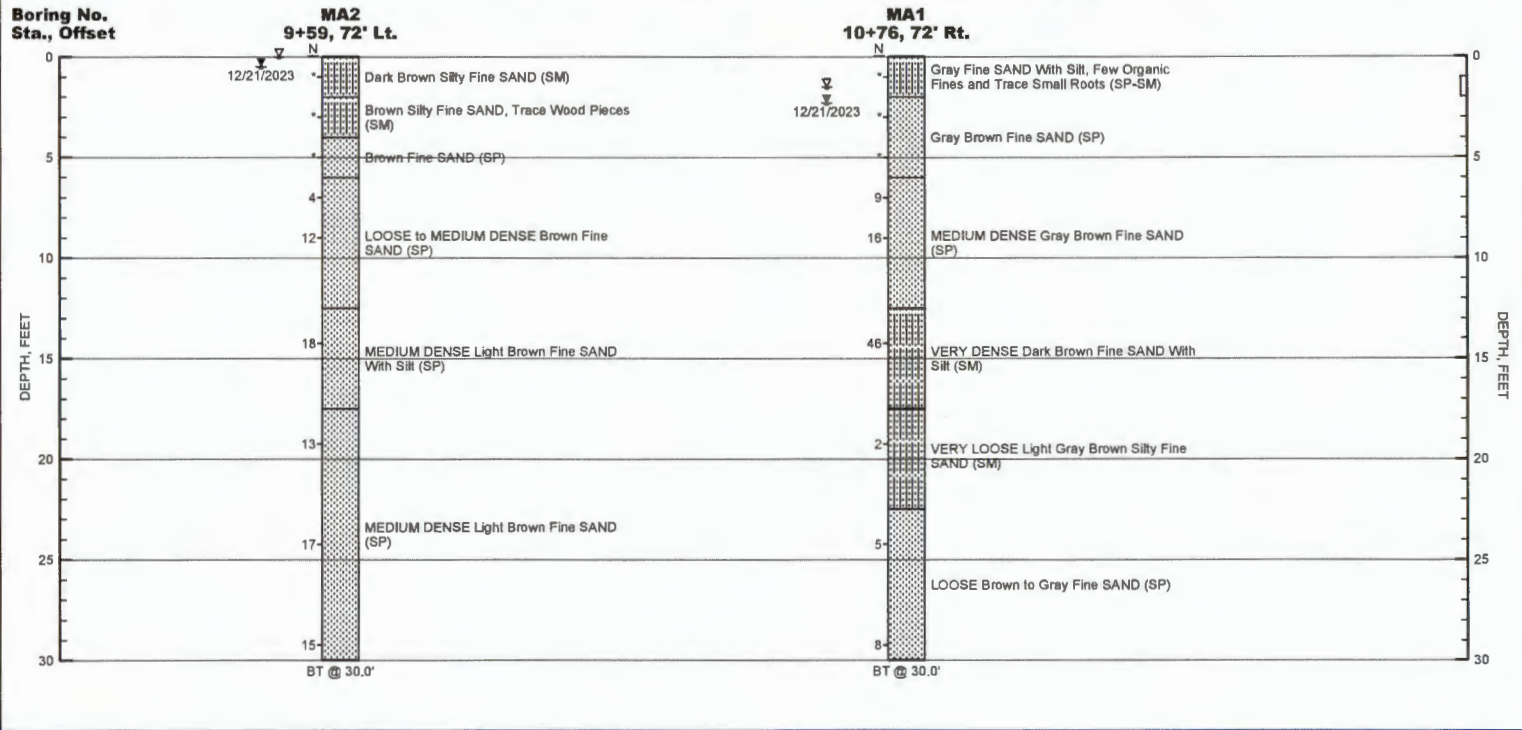
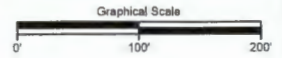
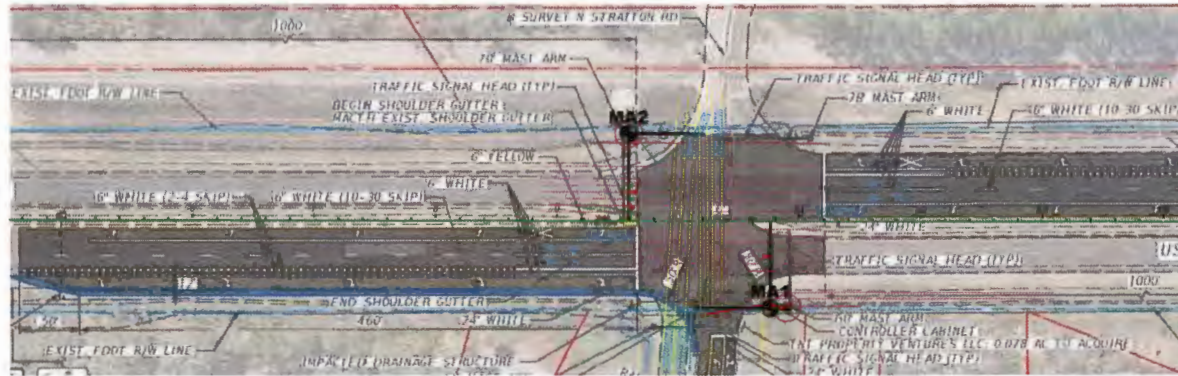
DESCRIPTION OF RELATIVE DENSITY OR CONSISTENCY

COARSE GRAINED SOILS -

RELATIVE DENSITY	SPT (BLOWS/FT)
VERY LOOSE	LESS THAN 3
LOOSE	3 - 8
MEDIUM DENSE	9 - 24
DENSE	25 - 40
VERY DENSE	GREATER THAN 40

FINE GRAINED SOILS -

CONSISTENCY	SPT (BLOWS/FT)
VERY SOFT	LESS THAN 1
SOFT	1 - 3
FIRM	4 - 6
STIFF	7 - 12
VERY STIFF	13 - 24
HARD	GREATER THAN 24



JAS - 35-35028

DATE	REVISIONS DESCRIPTIONS

ECS FLORIDA LLC
11554 DAVIS CREEK COURT
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION 26152
CHRISTOPHER M. EGAN P.E. 79645



ST. JOHNS COUNTY		
DATE	COUNTY	PROJECT NO.
DECEMBER 2023	ST. JOHNS	35-34828

REPORT OF SPT BORINGS FOR MAST ARM

SHEET NO.	-
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Joint Participation Agreement (JPA)

RAILROAD CERTIFICATION

Financial Project Number: 210418-9-54-01

Local Agency Name: St. Johns County

County: St. Johns

Project Title: US 1 and Pine Island Road Intersection Improvements


Limits: Intersection Improvement

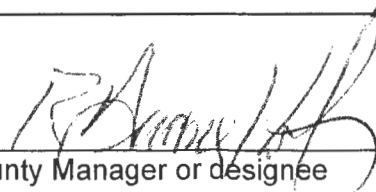
This is to **CERTIFY** that a field investigation was made and it has been determined that there will be no railroad involvement on the subject project.

This is to **CERTIFY** that all necessary arrangements have been made for railroad work to be undertaken and completed as required for proper coordination with the physical construction schedule. Appropriate notification and coordination with the respective railroad company/owner, together with the status of/or the schedule for completion, for each railroad company/owner involved within the limits of this project, has been addressed and made a part of the contract documents.

Railroad companies/owners involved on this project are as follows:

I, Daniel Fetahovic, Public Project Engineer with the Florida East Coast Railway, hereby certify that the County has made arrangements to coordinate the construction and engineering of the work with the Railway.

 04/10/2024



County Manager or designee

Date 4/10/2024

Resolution No. 2023-485

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

826-010-60
PROGRAM MANAGEMENT
09/22

FPN: <u>210418-9-54-01</u>	Fund: <u>GR24</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>7510000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: _____	Contract No: <u>G2T28</u>	Vendor No: <u>F596000825 003</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 01/30/2024 | 2:00 PM EST,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and St. Johns County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - GAA 2042A of Ch. 2023-239, L.O.F. , Local Transportation Project , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Design, Permitting, Construction, Post Design Services and CEI for improvements at the US 1/Pine Island Road intersection, including re-aligning Pine Island Road, signaling the intersection, adding railroad signal preemption, adding a northbound right-turn lane, and incorporating a multi-use trail-head as feasible, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/22

Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$2,000,000.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", **Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,000,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B". The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-00
PROGRAM MANAGEMENT
09/22

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-80
PROGRAM MANAGEMENT
09/22

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-00
PROGRAM MANAGEMENT
09/22

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT625-010-80
PROGRAM MANAGEMENT
09/22

construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 09/22

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT526-010-60
PROGRAM MANAGEMENT
00/22

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT625-010-60
PROGRAM MANAGEMENT
09/22

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/22

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract 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 during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT825-010-00
PROGRAM MANAGEMENT
09/22

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/22

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

828-010-60
PROGRAM MANAGEMENT
09/22

- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit O, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____
- g. **Exhibit and Attachment List**
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - *Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: Recipient Resolution
 - Exhibit F: Contract Payment Requirements
 - *Exhibit H: Alternative Advance Payment Financial Provisions
 - Exhibit J: State Financial Assistance (Florida Single Audit Act)
 - *Exhibit K: Advance Project Reimbursement
 - *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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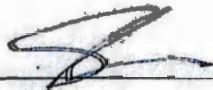
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

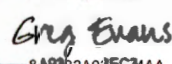
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PROGRAM MANAGEMENT
0822

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT St. Johns County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: 
Name: Sarah S. Arnold
Title: Board Chair, St. Johns County Board of County
Commissioners

DocuSigned by:
By: 
Name: 8A9982A03EC34AA...
Title: District Two Secretary

Legal Review:

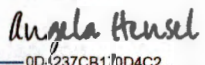
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By: 
Name: 0D4237CB170D4C2...

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 210418-9-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and St. Johns County (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Project Length .4 miles (MP 10.3 to MP 10.7)

PROJECT DESCRIPTION: the Design, Permitting, Construction, Post Design Services and CEI for improvements at the US 1/Pine Island Road intersection, including re-aligning Pine Island Road, signaling the intersection, adding railroad signal preemption, adding a northbound right-turn lane, and incorporating a multi-use trail-head as feasible

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a set of signed and sealed design plans, scope of services and Engineer's Estimate for the Department's approval. The Agency is required to send a signed Right-of-Way, Railroad and Utility Certification (signed by the Agency). If Right-of-Way activities become apparent, begin coordination with the Department at once. All improvement on the FDOT system shall be ran thorough the FDOT permitting process and ERC for plan review.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by: June 30, 2024
- b) Construction Contract to be Let by: December 31, 2024
- c) Construction to be completed by: December 31, 2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

A field review must be done prior to invoices begin submitted for all work. To schedule a field review, contact St. Augustine Construction or St. Augustine Permits Office. A progress report must be submitted with invoices.

The Department requests the following items:

- At lease quarterly invoices
- As-Builts at project completion

- PS&E Package
- Approved Design Plans
- Verification of CCNA
- Certifications (Right-of-Way, Rail Road, Utility)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: St. Johns County - Financial Department 4020 Lewis Speedway St. Augustine, FL 32084		FINANCIAL PROJECT NUMBER: 210418-9-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : 54 Design, Construction & CEI)	Maximum Department Participation (Local Transportation Project)	\$2,000,000.00	\$	\$2,000,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2024	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$2,000,000.00 %	\$ 0.00 %	\$2,000,000.00 %	
TOTAL COST OF THE PROJECT		\$2,000,000.00	\$ 0.00	\$2,000,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kimberly Evans
 District Grant Manager Name

DocuSigned by:

Kim Evans

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01/10/2024 | 4:43 PM EST

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and St. Johns County

PROJECT DESCRIPTION: the Design, Permitting, Construction, Post Design Services and CEI for improvements at the US 1/Pine Island Road intersection, including re-aligning Pine Island Road, signalizing the intersection, adding railroad signal preemption, adding a northbound right-turn lane, and incorporating a multi-use trail-head as feasible.

FPID#: 210418-9-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL: _____
By: _____ **P.E.**
Name: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Local Transportation Projects, CSFA 55.039

***Award Amount:** \$2,000,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY**

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Yongman Roberts (yongman.roberts@dot.state.fl.us).
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the Invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TBD, to be discussed during the design phase if any, (Restricted days TBD during design phase if any), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Tracy Hisler-Pace
Email: tracy.hisler-pace@dot.state.fl.us
Phone: 386-758-3714

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

RESOLUTION NO. 2023-485

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A \$2,000,000 STATE GRANT FOR THE DESIGN, CONSTRUCTION, AND CEI OF A SIGNALIZED INTESECTION AT US 1 AND PINE ISLAND ROAD; APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF THE STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF COUNTY.

RECITALS

WHEREAS, the County was awarded an \$2,000,000 state grant for construction of a signalized intersection at US 1 and Pine Island Road (the "Project");

WHEREAS, the grant is awarded subject to the terms, conditions, provisions, and requirements of the attached State-Funded Grant Agreement between the County and Florida Department of Transportation; and

WHEREAS, the Project will construct a signal at the existing intersection with in the County and is in the best interest of the County health, safety and welfare of its citizens.

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 findings of fact.

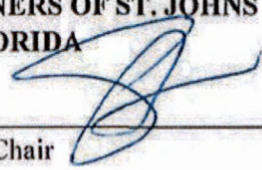
Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the attached State-Funded Grant Agreement and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County for the purposes mentioned above and in substantially the form and format as attached.

Section 3. The Clerk is instructed to have two (2) copies of the original State-Funded Grant Agreement executed by the Chair and mailed to State of Florida Department of Transportation, Attn: Kim Evans, District Local Programs Administrator, 1109 South Marion Avenue, Lake City, Florida, 32025.

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 and Comptroller

By: Crystal Smith
Deputy Clerk



To: kimberly.evans@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G2T28

1/10/2024

CONTRACT INFORMATION

Contract:	G2T28
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ST. JOHNS COUNTY BOARD OF COUNT
Vendor ID:	F596000825003
Beginning Date of This Agreement:	01/09/2024
Ending Date of This Agreement:	12/31/2026
Contract Total/Budgetary Ceiling:	ct = \$2,000,000.00
Description:	intersection, realigning Pine Island Rd at US 1

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 1/10/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AK
Object Code:	751000
Amount:	\$2,000,000.00
Financial Project:	21041895401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2024
Budget Entity:	55150200
Category/Category Year:	088862/24
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$2,000,000.00



ADDENDUM #1

May 30, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1850; US-1/Pine Island Road Intersection Improvements - FDOT FPN 210418-9-54-01

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the IFB 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 complete and submit Attachment "P", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Revisions/Clarifications:

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

1. **REVISED ATTACHMENT O – SCHEDULE OF VALUES:**

Attachment "O" – Schedule of Values has been revised to include Allowance 1 for Subsoil Excavation and Allowance 2 for FEC Watchmen.

The Revised Attachment "O" – Schedule of Values form has been uploaded to www.DemandStar.com as an attachment to this Addendum.

Bidders must use the revised "Attachment O" in their submitted bids. Failure to use the Revised Attachment "O" Form per Addendum #1 may result in the submittal being deemed non-responsive.

2. **Revision to Exhibit B – Construction Plans:**

Sheet 12A – FEC General Notes has been added to Exhibit B – Construction Plans detailing requirement of flagmen when work is performed within Florida East Coast Railway Right-of-Way. Sheet 12A has been uploaded to www.DemandStar.com as an attachment to this Addendum.

Questions/Answers:

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

1. Are there work restrictions on Pine Island Road and US-1?

Answer: As noted on the temporary traffic control plan, daytime lane closures may only occur from 9:00 am – 3:30 pm Monday – Thursday. Nighttime lane closures may only occur from 6:30 pm – 7:00 am Monday – Sunday. Lane closures are only permitted during active work periods. Notice must be given by 5:00 pm the Wednesday prior to closure.

2. Are railroad flagmen required should the Railroad Right-of-Way (R/W) be infringe?

Answer: Yes, railroad flagmen are required when work is performed within Florida East Coast Railway (FEC) Right-of-Way. Please refer to the FEC General Notes, added with this addendum as sheet 12A.



3. Please confirm special Railroad insurance is required for FEC.
Answer: Yes, refer to Part I – General Terms and Conditions Section 35) Insurance – Florida East Coast Railway, L.L.C. (FEC) Insurance Requirements on pages 15-16 of the IFB Document.
4. Please provide MOT plans. We assume MOP plans will require agency/FDOT approval before implementing and we should not be responsible for the design.
Answer: Traffic Control plans will be provided in an upcoming addendum.
5. Will an allowance be provided for flagmen in the Railroad (RxR) Right-of-Way for milling, resurfacing, and striping travel lanes?
Answer: Yes, an allowance of \$30,000 has been added to the unit cost forms for the cost of providing watchmen services as required by Florida East Coast Railway, L.L.C. (FEC) in the FEC General Notes. Contractor shall include the cost of FEC Watchmen in this item with no additional markup to the County, and such requests should be coordinated with the County and its inspector prior to authorization.
6. Are any construction barrier walls required?
Answer: No, barrier walls will not be required. Per Standard Plans Index 102-600 Sheet 8 note 5 “any drop-off condition that is created and restored within the same work period will not be subject to use of temporary barriers; however, channelizing devices will be required.”
7. Due to the close proximity to the FEC right of way, will there need to be coordination with FEC with flagmen?
Answer: See answer to Question #2 above.
8. Will there be a set of MOT plans provided?
Answer: See answer to Question #4 above.
9. Will the Contractor be responsible for providing signed and sealed MOT plans?
Answer: See answer to Question #4 above.
10. Would it be possible to get a Bid extension to allow for signalization subs to price this properly?
Answer: Bid will be extended by one (1) week to allow bidders time to review MOT plans in upcoming Addendum.
11. What type of curb is proposed for the median widening?
Answer: The median noses for the southbound and northbound left turn lanes include a two foot (2') wide shoulder, which should be constructed with the same pavement design as the median widening. The only curb in the median of US 1 is the raised island noted to be type E curb with six inches (6") of concrete poured between the back of curbs.

SUBMITTAL DEADLINE FOR BIDS IS HEREBY CHANGED TO: WEDNESDAY, JUNE 26, 2024 @ 2:00 PM EDST

END OF ADDENDUM NO. 1

**ATTACHMENT “O” – REVISED PER ADDENDUM #1
SCHEDULE OF VALUES**

BIDDERS MUST FILL OUT THE TABLES BELOW COMPLETELY. Failure to complete and submit Attachment “O” – Schedule of Values may result in the bid proposal being deemed non-responsive and removed from consideration for award of a contract.

Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

PAY ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0104 18	INLET PROTECTION SYSTEM	5	EA	\$	\$
0110 1 1	CLARING & GRUBBING	2.73	AC	\$	\$
0110 4 10	REMOVAL OF EXISTING CONCRETE	23	SY	\$	\$
0120 1	REGULAR EXCAVATION	1,100	CY	\$	\$
0120 6	EMBANKMENT	650	CY	\$	\$
0160 4	TYPE B STABILIZATION	2,302	SY	\$	\$
285706	OPTIONAL BASE, BASE GROUP 06	453	SY	\$	\$
285709	OPTIONAL BASE, BASE GROUP 09 (TYPE B-12.5 ONLY)	1,204	SY	\$	\$
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	581	SY	\$	\$
0327 70 19	MILLING EXISTING ASPHALT PAVEMENT, 3/4" AVG DEPTH	7,640	SY	\$	\$
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	249	TN	\$	\$
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	365	TN	\$	\$
0350 3 1	PLAIN CEMENT CONCRETE PAVEMENT, 6"	6	SY	\$	\$
0350 3 5	PLAIN CEMENT CONCRETE PAVEMENT, 8"	4	SY	\$	\$
0425 1701	INLETS, GUTTER, TYPE S, <10'	4	EA	\$	\$
0425 2 41	MANHOLES, P-7, <10'	1	EA	\$	\$
430174112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12" SD	33	LF	\$	\$
430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER - ELLIPTICAL/ARCH, 18" S/CD	569	LF	\$	\$
430982121	MITERED END SECTION, OPTIONAL ROUND, 12" CD	2	EA	\$	\$
430982625	MITERED END SECTION, OPTIONAL – ELLIPTICAL/ARCH, 18" CD	4	EA	\$	\$
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	56	LF	\$	\$
0520 6	SHOULDER GUTTER – CONCRETE	395	LF	\$	\$

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0570 1 2	PERFORMANCE TURF, SOD	2,421	SY	\$	\$
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	225	LF	\$	\$
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	540	LF	\$	\$
0632 7 1	SIGNAL CABLE – NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	\$	\$
0635 2 11	PULL & SPLICE BOX, FURNISH & INSTALL, 13" X 24" COVER SIZE	7	EA	\$	\$
0639 1122	ELECTRICAL POWER SERVICE, FURNISH & INSTALL, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	\$	\$
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	85	LF	\$	\$
0639 3 11	ELECTRICAL SERVICE DISCONNECT, FURNISH & INSTALL, POLE MOUNT	1	EA	\$	\$
0641 2 12	PRESTRESSED CONCRETE POLE, FURNISH & INSTALL, TYPE P-II SERVICE POLE	1	EA	\$	\$
0649 21 19	STEEL MAST ARM ASSEMBLY, FURNISH & INSTALL, DOUBLE ARM 70'-60'	2	EA	\$	\$
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	12	AS	\$	\$
0660 4 11	VEHICLE DETECTION SYSTEM – VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1	EA	\$	\$
0660 4 12	VEHICLE DETECTION SYSTEM – VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	3	EA	\$	\$
0670 5112	TRAFFIC CONTROLLER ASSEMBLY, FURNISH & INSTALL, NEMA, 2 PREEMPTION	1	AS	\$	\$
0682 1113	ITS CCTV CAMERA, FURNISH & INSTALL, DOME PTZ ENCLOSURE – PRESSURIZED, IP, HIGH DEFINITION	1	EA	\$	\$
0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	1	EA	\$	\$
0700 3201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	4	EA	\$	\$
0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	4	EA	\$	\$
0700 1 11	SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	12	AS	\$	\$
0700 1 50	SINGLE POST SIGN, RELOCATE	1	AS	\$	\$
0700 1 60	SINGLE POST SIGN, REMOVE	5	AS	\$	\$
0700141360	ENHANCED HIGHWAY SIGN ASSEMBLY, AC POWERED, FURNISH & INSTALL OVERHEAD MOUNT, BLAND OUT SIGN <12 SF	1	EA	\$	\$
0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	2	EA	\$	\$
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	50	EA	\$	\$

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	0.030	GM	\$	\$
0711 11124	THERMOPLASTIC, STANDARD, WHITE SOLID, 18" FOR DIAGONALS AND CHEVERONS	79	LF	\$	\$
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	206	LF	\$	\$
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6-10 GAP EXTENSION, 6"	0.121	GM	\$	\$
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	6	EA	\$	\$
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	30	EA	\$	\$
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	128	LF	\$	\$
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE / 6-10 DOTTED EXTENSION LINE, 6"	0.079	GM	\$	\$
0711 15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	0.796	GM	\$	\$
0711 15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	0.284	GM	\$	\$
0711 15131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.104	GM	\$	\$
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.180	GM	\$	\$
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.190	GM	\$	\$
SUMMARY OF ROADWAY PLANS TOTAL:				\$	

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0120 4	SUBSOIL EXCAVATION (ALLOWANCE 1)	500	CY	\$	\$
	FEC WATCHMEN (ALLOWANCE 2)	1	LS	\$ 30,000.00	\$ 30,000.00
ALLOWANCE TOTAL				\$	

PAY ITEM NO.	PAY ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PERCENTAGE	TOTAL AMOUNT
0101 1	MOBILIZATION	1	LS	10%	\$
0102 1	MAINTENANCE OF TRAFFIC	1	LS	10%	\$
MOBILIZATION & MAINTENANCE OF TRAFFIC TOTAL				\$	

FEC GENERAL NOTES

1. PRIOR TO ENTERING INTO, OR WORKING ON THE RAILWAY'S RIGHT-OF-WAY, THE ROADWAY CONTRACTOR WILL NEED TO CONTACT FLORIDA SUNSHINE AT 1-800-432-4770 FOR UTILITY LOCATES. AS THE ROADWAY CONTRACTOR(S) WILL BE WORKING AROUND LIVE FIBER-OPTIC CABLES AT THIS LOCATION. THE RAILWAY'S SIGNAL CABLES ARE NOT LISTED WITH SUNSHINE AND REQUIRE A SEPERATE LOCATE. CALL 1-800-342-1131 EXT. 2377 AND SELECT OPTION 1 TO SCHEDULE A SIGNAL CABLE LOCATE. CALL THE SAME NUMBER, 1-800-342-1131 EXT. 2377, AND SELECT OPTION 2 FOR A WATCHMAN. THE WATCHMAN WILL HAVE TO BE SCHEDULED 72 HOURS IN ADVANCE OF THE START DATE FOR THE WORK. TO MAINTAIN A SAFE WORKING ENVIRONMENT, A WATCHMAN WILL HAVE TO BE PRESENT ANYTIME THE ROADWAY CONTRACTOR(S) ARE WORKING WITHIN THE RAILWAY'S RIGHT-OF-WAY. THE ROADWAY CONTRACTOR WILL NEED TO PROVIDE PROOF OF INSURANCE IN THE AMOUNTS REQUIRED BY THE FEC AT THE TIME OF CONSTRUCTION. ADDITIONALLY, THE USE OF PERSONAL PROTECTION EQUIPMENT (PPE) WILL BE REQUIRED BY ALL ROADWAY CONTRACTORS WORKING ON THE RAILWAY'S RIGHT-OF-WAY. PPE INCLUDE THE FOLLOWING ITEMS:

- ORANGE HARD WITH REFLECTIVE BAND
- SAFETY GLASSES WITH SIDE PROTECTION.
- ORANGE SAFETY VEST.
- STEEL TOED BOOTS WITH MINIMUM 6" CUFF AND NON-SLIP TREAD.
- HEARING PROTECTION AS NEEDED.

DUE TO THE UNKNOWN SCHEDULE OF THE ROADWAY AUTHORITY'S CONTRACTOR, IT IS NOT POSSIBLE TO ESTIMATE THE TIME A WATCHMAN WILL BE REQUIRED. WATCHMAN SERVICES ARE CHARGED ON A "PER DAY" RATE AND INVOICED DIRECTLY TO THE ROADWAY AUTHORITY AT THE COMPLETION OF THE PROJECT. AS INFORMATION, THE COST FOR A WATCHMEN IS APPROXIMATELY AS SHOWN IN THE BELOW CHART:

DAILY RATES	0-10 Hours	Overtime Rate
These rates are incurred for 0 - 10 hours. After 10 hours, time will be charged in one-hour increments at the overtime rate	\$1,200.00/Weekday	\$180.00/Hour
	\$1,700.00/Saturday	\$255.00/Hour
	\$2,000.00/Sunday	\$300.00/Hour
HOLIDAY RATES	0-10 Hours	Overtime Rate
Railroad holidays include: New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day	\$2,000.00/Holiday	\$300.00/Hour

THE ROADWAY AUTHORITY MUST ESTIMATE THE NUMBER OF DAYS A WATCHMAN WILL BE REQUIRED AND BUDGET FOR THIS COST.

2. THE RAILWAY RESERVES THE RIGHT TO COMMENT/APPROVE THE ROADWAY AUTHORITY CONSTRUCTION PLANS AFFECTING THE RAILWAY PROPERTY OR FACILITIES ANY TIME PRIOR TO THE START OF CONSTRUCTION REGARDLESS IF PREVIOUS CONSTRUCTION PLAN APPROVAL HAS BEEN GRANTED.

THIS RESERVATION WILL BE INVOKED ONLY IF THE RAILWAY HAS EITHER BY INTERNAL POLICY OR MANDATE OF LAW REVISED ITS STANDARDS AS APPLICABLE TO THIS PROJECT. THE RAILWAY SHALL NOTIFY THE ROADWAY AUTHORITY OF CHANGES AS FAR AS POSSIBLE IN ADVANCE OF CONSTRUCTION.

THE ROADWAY AUTHORITY SHALL, PRIOR TO THE START OF CONSTRUCTION, VERIFY WITH THE RAILWAY IF ANY REVISIONS TO STANDARDS ARE APPLICABLE TO THIS PROJECT

3. THE FOLLOWING ITEMS WILL APPLY TO ALL WORK PERFORMED WITHIN RAILWAY PROPERTY

- ALL MOVEMENTS OF EQUIPMENT WITHIN RAILWAY PROPERTY MUST BE COORDINATED WITH THE RAILWAY WATCHMAN.
- DURING TRAIN MOVEMENTS THROUGH THE PROJECT LOCATION, VEHICLES, EQUIPMENT, AND PERSONNEL WILL NOT BE ALLOWED TO OPERATE.
- ANY DAMAGE CAUSED BY THE ROADWAY WORK TO THE TRACK OR RAILWAY PROPERTY WILL REQUIRE REPAIR IMMEDIATELY UPON NOTIFICATION FROM THE RAILWAY OR THEIR DESIGNED PERSONNEL OR CONTRACTOR. IF THE DAMAGE AFFECTS THE TRACK, TRACK STRUCTURE, RAILWAY FACILITIES, OR TRAIN OPERATIONS AS DETERMINED BY THE RAILWAY, THE REPAIRS WILL BE PERFORMED BY THE RAILWAY AT THE ROADWAY AUTHORITIES EXPENSE INCLUDING ALL ASSOCIATED COSTS OF DELAYS OF THE RAILWAY.

4. RAILWAY CONTACT INFORMATION

JOSEPH (LESLIE) SCHONDER - PUBLIC PROJECTS ENGINEER
 FLORIDA EAST COAST RAILWAY
 7150 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32256
 OFFICE: 904-279-3196
 E-MAIL: LESLIE.SCHONDER@FECRWY.COM

5. THE ROADWAY AUTHORITY, OR DESIGNATED CONTRACTOR, SHALL NOT BE ALLOWED TO PERFORM TEMPORARY LANE CLOSURES, LANE SHIFTS, OR DETOUR ROUTES WITHIN THE RAILWAY RIGHT-OF-WAY WITHOUT PRIOR AUTHORIZATION FROM THE RAILWAY'S SIGNAL DEPARTMENT PERSONNEL. THE ROADWAY AUTHORITY WILL BE REQUIRED TO CONTACT THE FOLLOWING RAILWAY PERSONNEL TO COORDINATE THIS PHASE OF THE PROJECT.

ANDY FOWLER - CHIEF ENGINEER SIGNAL AND COMMUNICATIONS
 FLORIDA EAST COAST RAILWAY
 7150 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32256
 OFFICE: 904-279-3182
 MOBILE: 904-669-1199
 E-MAIL: ANDY.FOWLER@FECRWY.COM

OR

FOR RAILWAY MILEPOST 0+0000' TO 281+4096'
 RUSTY KOOK - SIGNAL SUPERVISOR NORTH END
 FLORIDA EAST COAST RAILWAY
 196 COMMERCIAL AVENUE
 EAST PALATKA, FLORIDA 32131
 MOBILE: 904-540-7209
 E-MAIL: RUSTY.KOOK@FECRWY.COM

6. THE FOLLOWING MINIMUM TEMPORARY CLEARANCES SHALL BE MAINTAINED DURING CONSTRUCTION.

- VERTICAL - 21.5 FEET ABOVE TOP OF RAIL (ATR) (TEMPORARY)
- HORIZONTAL - 15 FEET IN TANGENT SECTIONS OF TRACK MEASURED PERPENDICULAR TO THE TRACK (TEMPORARY)
- HORIZONTAL - 20 FEET IN CURVED SECTIONS OF TRACK MEASURED PERPENDICULAR TO THE TRACK (TEMPORARY)

7. TRACK AND GRADE CROSSING SURFACE WORK TO INCLUDE NEW CONCRETE CROSSING PANEL INSTALLATION (OMNI TYPE ECR) WILL BE REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED ROADWAY IMPROVEMENTS

THE INSTALLATION WILL REQUIRE ROAD CLOSURE FOR A MINIMUM OF 4 DAYS

THE ROADWAY APPROACHES TO THE RAIL CROSSING SHOULD NOT BE COMPLETED UNTIL THE TRACK SURFACING AND CONCRETE CROSSING PANELS INSTALLATION HAS BEEN COMPLETED.


THE ROADWAY AUTHORITY WILL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC, AND TO MAKE ANY ADJUSTMENT TO THE ROADWAY DESIGN NECESSARY TO MEET THE CROSSING SURFACE AND TRACK GRADE ELEVATION AS INSTALLED.

SEE FEC STANDARD DRAWINGS ES6005.1 - ES6007.1 FOR DETAILS.

8. ROADWAY AUTHORITY WILL BE RESPONSIBLE FOR ALL COST ASSOCIATED WITH TRIMMING/CLEARING OF ALL VEGETATION WITHIN RAILWAY RIGHT-OF-WAY LIMITS TO A MAXIMUM 2' HEIGHT FOR A MINIMUM DISTANCE OF 325 FEET FROM THE EDGE OF THE ROADWAY ALONG TRACK IN EACH DIRECTION FROM THE CROSSING. TRIMMING/CLEARING WILL BE PERFORMED BY RAILWAY FORCES OR RAILWAY AUTHORIZED CONTRACTOR.

9. SCHEDULES FOR JACK AND BORE, OR DIRECTIONAL BORE OPERATIONS MUST BE COORDINATED WITH FEC RAILWAY AND MAY BE REQUIRED TO BE PERFORMED ON SLOWER OPERATION DAYS, INCLUDING BUT NOT LIMITED TO WEEKEND, NIGHT WORK, SLOWER TRAFFIC DAYS, ETC., AND MUST BE COORDINATED AHEAD OF TIME FOR FEC TO PROVIDE THE AVAILABLE SCHEDULES THAT WILL BE ALLOWED

10. ALL ROADWAY SIGNAGE PLACEMENT NEAR OR IN APPROACH TO THE RAIL-HIGHWAY CROSSING MUST BE PLACED AS TO NOT INTERFERE WITH SIGHT PREVIEW AND/OR OPERATION OF THE RAILWAY WARNING DEVICES. SIGN LOCATIONS MAY REQUIRE FIELD ADJUSTMENTS AS DIRECTED BY THE ENGINEER TO MEET THIS REQUIREMENT.

REVISIONS				 Engineering, Planning & Construction, Inc. 11775 Old Ft. Pierce Road Jacksonville, FL 32216 TEL: (904) 848-8866 FAX: (904) 848-8865 Registry: 0884 GC-000316	St Johns County		PINE ISLAND RD AT U.S. 1 GENERAL NOTES	SHEET NO. 12A
DATE	DESCRIPTION	DATE	DESCRIPTION		DATE	COUNTY NO		
						22-141-08		
				MARCH 2024				

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



ADDENDUM #2

June 13, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1850; US-1/Pine Island Road Intersection Improvements - FDOT FPN 210418-9-54-01

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the IFB 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 complete and submit Attachment "P", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Revisions/Clarifications:

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

1. Last date for questions is being extended to **Friday, June 14, 2024, by 4:00 PM EDST**. The County is reviewing questions already received and will address them in a subsequent addendum.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, JUNE 26, 2024 @ 2:00 PM EDST

END OF ADDENDUM NO. 2



ADDENDUM #3

June 17, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1850; US-1/Pine Island Road Intersection Improvements - FDOT FPN 210418-9-54-01

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the IFB 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 complete and submit Attachment "P", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Revisions/Clarifications:

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

1. **Revised Attachment "O" – Schedule Of Values:**
Attachment "O" – Schedule of Values has been revised and attached as part of this addendum. Bidders must use the revised "Attachment O" in their submitted bids. Failure to use the Revised Attachment "O" Form per Addendum #3 will result in the submittal being deemed non-responsive.
2. **Revision to Exhibit A – Roadway Plans:**
Sheets 5A, 7, 22, 26, 26A-26N, 28, 33, 39 in Exhibit A- Roadway Plans have been revised and are attached as part of this addendum.

Questions/Answers:

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

1. Is a cad file available for takeoff purposes?
Answer: CAD files can be accessed through the following link:
https://webapp.sjcfcl.us/uploader/PopERMSImage.aspx?AppName=ERMS+DeptImg_0015&FileContainerGUID=8f45923c-aad6-4332-a911-209f54f69b49&ExpireDt=hEohLpobCzV0-YJgQVhuQ%3d%3d
2. Bid item for OBG 9 (Type B-12.5) has a quantity of 1,204 SY. My takeoff per plan comes to 850 SY.
Answer: A revised Attachment "O" – Schedule of Values is being provided.
3. Bid item for Base Group 6 – Limerock Base has bid quantity of 453 SY. My takeoff is 680 SY.
Answer: A revised Attachment "O" – Schedule of Values is being provided.
4. Bid item for 1-1/2" Milling has quantity of 581 SY. I have 1,456 SY. Bid item for Superpave Traffic C has quantity of 249 tons. I have 376 tons. Bid item for Friction course has 365 tons. I have 332 tons.
Answer: A revised Attachment "O" – Schedule of Values is being provided.



5. Addendum 01 bid form shows item 0334 1 13 (SP TL-C). SP TL-C is not specified in the roadway plans, however the typical sections required SP, TL-C, PG 76-22 (FDOT Item 0334 1 53). Please confirm which asphalt mix is correct.
Answer: The typical sections are correct. A revised Attachment "O" – Schedule of Values is being provided.

6. Typical section on plan sheet 3 specifies FC-5. FC-5 (FDOT Item 0337 7 25) is not shown in the Addendum 01 bid form. Please advise.
Answer: The typical sections are correct. A revised Attachment "O" – Schedule of Values is being provided.

7. Addendum 01 bid form shows item 0337 7 82 (FC-9.5, TL-C, PG 76-22). FC-9.5 is not specified in the roadway plans. Please advise.
Answer: A revised Attachment "O" – Schedule of Values is being provided which removes this item.

8. Phase 1 of the TTCP on plan sheet 25 states, "Phase 1: Overbuild and Median Construction." What overbuild is the note referring? The typical sections on sheets 3-4 do not specify permanent overbuild. Please advise
Answer: Revised sheets for Exhibit A- Roadway Plans are included with this addendum to remove the reference to overbuild and include temporary traffic control plans. Two (2) sheets numbered "25" were in the original exhibit. The revised sheet "26" will replace the second sheet numbered "25" and remove the reference to an "Overbuild."

9. Typically the County requires a 26-month maintenance bond. I am unable to find a specification or plan note that requires one. Please advise if the aforementioned bond is required.
Answer: The Contractor will be required to obtain a Public Construction Bond as identified in Part 1, General Terms and Conditions, Section 25 of the bid documents. The awarded Contractor will be required to warranty all materials, equipment, and labor it furnishes or performs against all defects in design, materials, and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, JUNE 26, 2024 @ 2:00 PM EDST

END OF: ADDENDUM NO. 3

IFB NO: 1850; US-1/PINE ISLAND ROAD INTERSECTION IMPROVEMENTS – FDOT FPN 210418-9-54-01

ATTACHMENT "O" – REVISED PER ADDENDUM #3
SCHEDULE OF VALUES

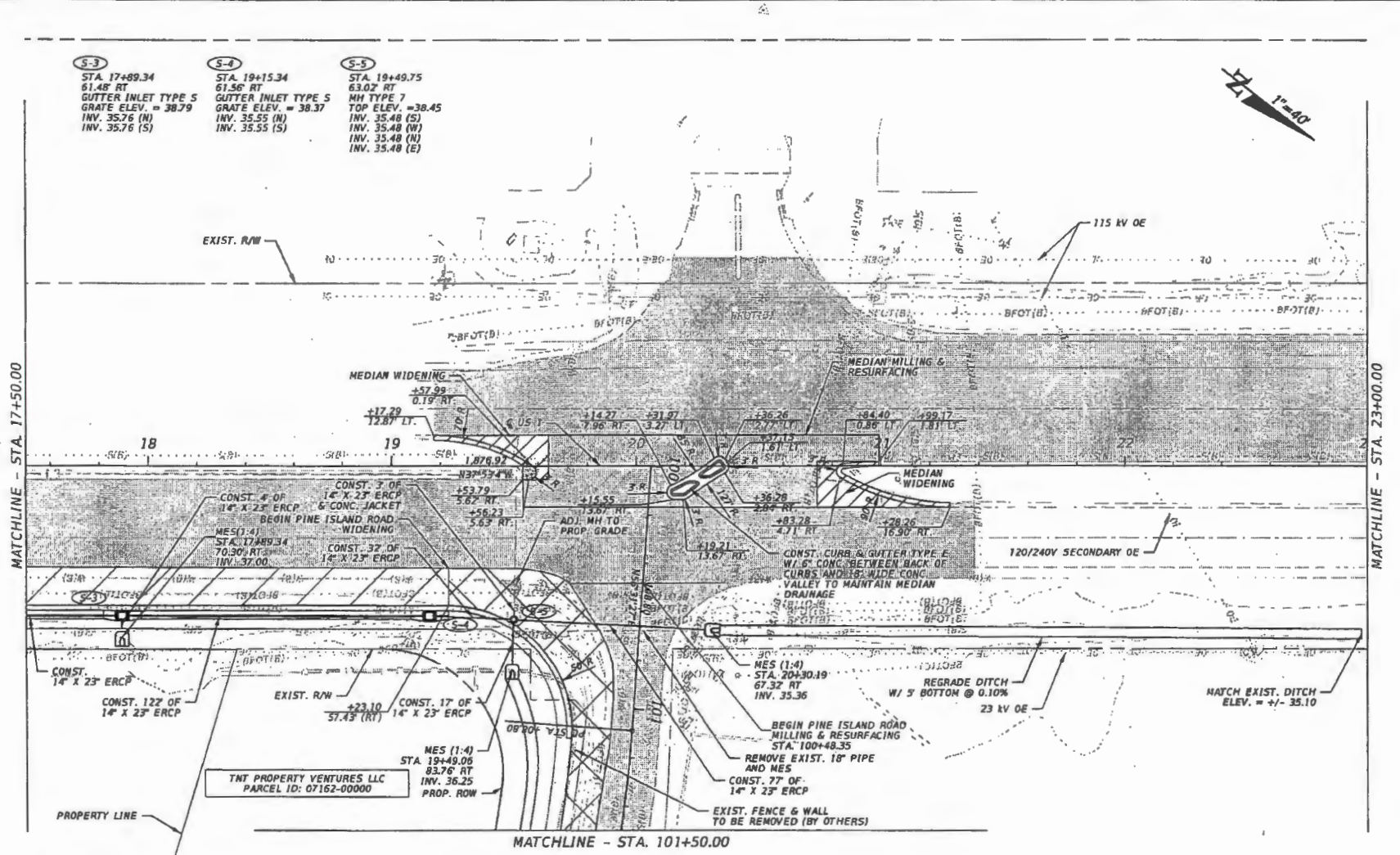
BIDDERS MUST FILL OUT THE TABLES BELOW COMPLETELY. Failure to complete and submit Attachment "O" – Schedule of Values may result in the bid proposal being deemed non-responsive and removed from consideration for award of a contract. Bidders shall complete and submit with their Bid Proposal this Schedule of Values to demonstrate the breakdown of costs included in the submitted Lump Sum Bid Amount. Quantities provided herein are estimates only, and Bidders are responsible for appropriately estimating quantities for inclusion in the submitted Total Lump Sum Bid Price.

BID ITEMS	PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	0101 1	MOBILIZATION	1	LS		\$
2	0102 1	MAINTENANCE OF TRAFFIC	1	LS		\$
3	0104 18	INLET PROTECTION SYSTEM	5	EA	\$	\$
4	0110 1 1	CLEARING & GRUBBING	2.73	AC	\$	\$
5	0110 4 10	REMOVAL OF EXISTING CONCRETE	23	SY	\$	\$
6	0120 1	REGULAR EXCAVATION	1,100	CY	\$	\$
7	0120 4	SUBSOIL EXCAVATION (ALLOWANCE #1)	500	CY	\$	\$
8	0120 6	EMBANKMENT	650	CY	\$	\$
9	0160 4	TYPE B STABILIZATION	2,302	SY	\$	\$
10	285706	OPTIONAL BASE, BASE GROUP 06	718	SY	\$	\$
11	285709	OPTIONAL BASE, BASE GROUP 09 (TYPE B-12.5 ONLY)	955	SY	\$	\$
12	0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	1,437	SY	\$	\$
13	0327 70 19	MILLING EXISTING ASPHALT PAVEMENT, 3/4" AVG DEPTH	7,043	SY	\$	\$
14	0334 1 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76- 22	395	TN	\$	\$
15	0337 7 25	ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22	326	TN	\$	\$
16	0350 3 1	PLAIN CEMENT CONCRETE PAVEMENT, 6"	6	SY	\$	\$
17	0350 3 5	PLAIN CEMENT CONCRETE PAVEMENT, 8"	4	SY	\$	\$
18	0425 1701	INLETS, GUTTER, TYPE S, <10'	4	EA	\$	\$
19	0425 2 41	MANHOLES, P-7, <10'	1	EA	\$	\$
20	430174112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"SD	33	LF	\$	\$
21	430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	569	LF	\$	\$
22	430982121	MITERED END SECTION, OPTIONAL ROUND, 12" CD	2	EA	\$	\$

23	430982625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	4	EA	\$	\$
24	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	56	LF	\$	\$
25	0520 6	SHOULDER GUTTER- CONCRETE	395	LF	\$	\$
26	0570 1 2	PERFORMANCE TURF, SOD	2,421	SY	\$	\$
27	0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	225	LF	\$	\$
28	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	540	LF	\$	\$
29	0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	\$	\$
30	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	7	EA	\$	\$
31	0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	\$	\$
32	0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	85	LF	\$	\$
33	0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1	EA	\$	\$
34	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1	EA	\$	\$
35	0649 21 19	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-60'	2	EA	\$	\$
36	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	12	AS	\$	\$
37	0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1	EA	\$	\$
38	0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	3	EA	\$	\$
39	0670 5112	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION	1	AS	\$	\$
40	0682 1113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	1	EA	\$	\$
41	0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	1	EA	\$	\$
42	0700 3201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	4	EA	\$	\$
43	0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	4	EA	\$	\$
44	0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	12	AS	\$	\$
45	0700 1 50	SINGLE POST SIGN, RELOCATE	1	AS	\$	\$
46	0700 1 60	SINGLE POST SIGN, REMOVE	5	AS	\$	\$
47	*0700141360	ENHANCED HIGHWAY SIGN ASSEMBLY, AC POWERED, F&I OVERHEAD MOUNT, BLAND OUT SIGN < 12 SF	1	EA	\$	\$
48	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	2	EA	\$	\$

49	0706 1 3	RAISED PAVEMENT MARKER, TYPE B	50	EA	\$	\$
50	0711 11102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	0.030	GM	\$	\$
51	0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	79	LF	\$	\$
52	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	206	LF	\$	\$
53	0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.121	GM	\$	\$
54	0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	6	EA	\$	\$
55	0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	30	EA	\$	\$
56	0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	128	LF	\$	\$
57	0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.079	GM	\$	\$
58	0711 15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	0.796	GM	\$	\$
59	0711 15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	0.284	GM	\$	\$
60	0711 15131	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.104	GM	\$	\$
61	0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.180	GM	\$	\$
62	0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.190	GM	\$	\$
63		FEC WATCHMEN (ALLOWANCE# 2)	1	LS		\$30,000.00
64		CONSTRUCTION BOND (PAYMENT AND PERFORMANCE BOND)	1	LS		\$
TOTAL LUMP SUM BID PRICE (BID ITEMS# 1-64)						\$

S-3 STA. 17+89.34 61.48 RT GUTTER INLET TYPE S GRATE ELEV. = 38.79 INV. 35.76 (N) INV. 35.76 (S)	S-4 STA. 19+15.34 61.56 RT GUTTER INLET TYPE S GRATE ELEV. = 38.37 INV. 35.55 (N) INV. 35.55 (S)	S-5 STA. 19+49.75 63.02 RT MH TYPE 7 TOP ELEV. = 38.45 INV. 35.48 (W) INV. 35.48 (N) INV. 35.48 (E)
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LEGEND

	WIDENING
	MILLING & RESURFACING
	8\"/>

TNT PROPERTY VENTURES LLC
PARCEL ID: 07162-00000

REVISIONS	
DATE	DESCRIPTION
06-07-24	REVISED MEDIAN ISLAND

ETM
ENGINEERING & TRANSPORTATION MANAGEMENT
BRIAN J. LANDEWEER License No. 6294

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
ROADWAY PLAN**

SHEET NO.
7

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

07/18/24 3:27:34 PM MODEL: CL - Plan 2 (Sheet)

FEC GENERAL NOTES

1. PRIOR TO ENTERING INTO, OR WORKING ON THE RAILWAY'S RIGHT-OF-WAY, THE ROADWAY CONTRACTOR WILL NEED TO CONTACT FLORIDA SUNSHINE AT 1-800-432-4770 FOR UTILITY LOCATES, AS THE ROADWAY CONTRACTOR(S) WILL BE WORKING AROUND LIVE FIBER-OPTIC CABLES AT THIS LOCATION. THE RAILWAY'S SIGNAL CABLES ARE NOT LISTED WITH SUNSHINE AND REQUIRE A SEPERATE LOCATE. CALL 1-800-342-1131 EXT. 2377 AND SELECT OPTION 1 TO SCHEDULE A SIGNAL CABLE LOCATE. CALL THE SAME NUMBER, 1-800-342-1131 EXT. 2377, AND SELECT OPTION 2 FOR A WATCHMAN. THE WATCHMAN WILL HAVE TO BE SCHEDULED 72 HOURS IN ADVANCE OF THE START DATE FOR THE WORK. TO MAINTAIN A SAFE WORKING ENVIRONMENT, A WATCHMAN WILL HAVE TO BE PRESENT ANYTIME THE ROADWAY CONTRACTOR(S) ARE WORKING WITHIN THE RAILWAY'S RIGHT-OF-WAY. THE ROADWAY CONTRACTOR WILL NEED TO PROVIDE PROOF OF INSURANCE IN THE AMOUNTS REQUIRED BY THE FEC AT THE TIME OF CONSTRUCTION. ADDITIONALLY, THE USE OF PERSONAL PROTECTION EQUIPMENT (PPE) WILL BE REQUIRED BY ALL ROADWAY CONTRACTORS WORKING ON THE RAILWAY'S RIGHT-OF-WAY. PPE INCLUDE THE FOLLOWING ITEMS:

- ORANGE HARD WITH REFLECTIVE BAND.
- SAFETY GLASSES WITH SIDE PROTECTION.
- ORANGE SAFETY VEST.
- STEEL TOED BOOTS WITH MINIMUM 6" CUFF AND NON-SLIP TREAD.
- HEARING PROTECTION AS NEEDED.

DUE TO THE UNKNOWN SCHEDULE OF THE ROADWAY AUTHORITY'S CONTRACTOR, IT IS NOT POSSIBLE TO ESTIMATE THE TIME A WATCHMAN WILL BE REQUIRED. WATCHMAN SERVICES ARE CHARGED ON A "PER DAY" RATE AND INVOICED DIRECTLY TO THE ROADWAY AUTHORITY AT THE COMPLETION OF THE PROJECT. AS INFORMATION, THE COST FOR A WATCHMEN IS APPROXIMATELY AS SHOWN IN THE BELOW CHART:

DAILY RATES	0-10 Hours	Overtime Rate
These rates are incurred for 0 - 10 hours. After 10 hours, time will be charged in one-hour increments at the overtime rate	\$1,200.00/Weekday	\$180.00/Hour
	\$1,700.00/Saturday	\$255.00/Hour
	\$2,000.00/Sunday	\$300.00/Hour
HOLIDAY RATES	0-10 Hours	Overtime Rate
Railroad holidays include: New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day	\$2,000.00/Holiday	\$300.00/Hour

THE ROADWAY AUTHORITY MUST ESTIMATE THE NUMBER OF DAYS A WATCHMAN WILL BE REQUIRED AND BUDGET FOR THIS COST.

2. THE RAILWAY RESERVES THE RIGHT TO COMMENT/APPROVE THE ROADWAY AUTHORITY CONSTRUCTION PLANS AFFECTING THE RAILWAY PROPERTY OR FACILITIES ANY TIME PRIOR TO THE START OF CONSTRUCTION REGARDLESS IF PREVIOUS CONSTRUCTION PLAN APPROVAL HAS BEEN GRANTED.

THIS RESERVATION WILL BE INVOKED ONLY IF THE RAILWAY HAS EITHER BY INTERNAL POLICY OR MANDATE OF LAW REVISED ITS STANDARDS AS APPLICABLE TO THIS PROJECT. THE RAILWAY SHALL NOTIFY THE ROADWAY AUTHORITY OF CHANGES AS FAR AS POSSIBLE IN ADVANCE OF CONSTRUCTION.

THE ROADWAY AUTHORITY SHALL, PRIOR TO THE START OF CONSTRUCTION, VERIFY WITH THE RAILWAY IF ANY REVISIONS TO STANDARDS ARE APPLICABLE TO THIS PROJECT.

3. THE FOLLOWING ITEMS WILL APPLY TO ALL WORK PERFORMED WITHIN RAILWAY PROPERTY:

- ALL MOVEMENTS OF EQUIPMENT WITHIN RAILWAY PROPERTY MUST BE COORDINATED WITH THE RAILWAY WATCHMAN.
- DURING TRAIN MOVEMENTS THROUGH THE PROJECT LOCATION, VEHICLES, EQUIPMENT, AND PERSONNEL WILL NOT BE ALLOWED TO OPERATE.
- ANY DAMAGE CAUSED BY THE ROADWAY WORK TO THE TRACK OR RAILWAY PROPERTY WILL REQUIRE REPAIR IMMEDIATELY UPON NOTIFICATION FROM THE RAILWAY OR THEIR DESIGNED PERSONNEL OR CONTRACTOR. IF THE DAMAGE AFFECTS THE TRACK, TRACK STRUCTURE, RAILWAY FACILITIES, OR TRAIN OPERATIONS AS DETERMINED BY THE RAILWAY, THE REPAIRS WILL BE PERFORMED BY THE RAILWAY AT THE ROADWAY AUTHORITIES EXPENSE INCLUDING ALL ASSOCIATED COSTS OF DELAYS OF THE RAILWAY.

4. RAILWAY CONTACT INFORMATION:

JOSEPH (LESLIE) SCHONDER - PUBLIC PROJECTS ENGINEER
 FLORIDA EAST COAST RAILWAY
 7150 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32256
 OFFICE: 904-279-3196
 E-MAIL: LESLIE.SCHONDER@FECRWY.COM

5. THE ROADWAY AUTHORITY, OR DESIGNATED CONTRACTOR, SHALL NOT BE ALLOWED TO PERFORM TEMPORARY LANE CLOSURES, LANE SHIFTS, OR DETOUR ROUTES WITHIN THE RAILWAY RIGHT-OF-WAY WITHOUT PRIOR AUTHORIZATION FROM THE RAILWAY'S SIGNAL DEPARTMENT PERSONNEL. THE ROADWAY AUTHORITY WILL BE REQUIRED TO CONTACT THE FOLLOWING RAILWAY PERSONNEL TO COORDINATE THIS PHASE OF THE PROJECT.

ANDY FOWLER - CHIEF ENGINEER SIGNAL AND COMMUNICATIONS
 FLORIDA EAST COAST RAILWAY
 7150 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32256
 OFFICE: 904-279-3182
 MOBILE: 904-669-1199
 E-MAIL: ANDY.FOWLER@FECRWY.COM

OR

FOR RAILWAY MILEPOST 0+0000 TO 281+4096
 RUSTY KOOK - SIGNAL SUPERVISOR NORTH END
 FLORIDA EAST COAST RAILWAY
 196 COMMERCIAL AVENUE
 EAST PALATKA, FLORIDA 32131
 MOBILE: 904-540-7209
 E-MAIL: RUSTY.KOOK@FECRWY.COM

6. THE FOLLOWING MINIMUM TEMPORARY CLEARANCES SHALL BE MAINTAINED DURING CONSTRUCTION.

- VERTICAL - 21.5 FEET ABOVE TOP OF RAIL (ATR) (TEMPORARY)
- HORIZONTAL - 15 FEET IN TANGENT SECTIONS OF TRACK MEASURED PERPENDICULAR TO THE TRACK (TEMPORARY).
- HORIZONTAL - 20 FEET IN CURVED SECTIONS OF TRACK MEASURED PERPENDICULAR TO THE TRACK (TEMPORARY).

7. TRACK AND GRADE CROSSING SURFACE WORK TO INCLUDE NEW CONCRETE CROSSING PANEL INSTALLATION (OMNI TYPE ECR) WILL BE REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED ROADWAY IMPROVEMENTS.

THE INSTALLATION WILL REQUIRE ROAD CLOSURE FOR A MINIMUM OF 4 DAYS.

THE ROADWAY APPROACHES TO THE RAIL CROSSING SHOULD NOT BE COMPLETED UNTIL THE TRACK SURFACING AND CONCRETE CROSSING PANELS INSTALLATION HAS BEEN COMPLETED.

THE ROADWAY AUTHORITY WILL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC, AND TO MAKE ANY ADJUSTMENT TO THE ROADWAY DESIGN NECESSARY TO MEET THE CROSSING SURFACE AND TRACK GRADE ELEVATION AS INSTALLED.

SEE FEC STANDARD DRAWINGS ES6005.1 - ES6007.1 FOR DETAILS.

8. ROADWAY AUTHORITY WILL BE RESPONSIBLE FOR ALL COST ASSOCIATED WITH TRIMMING/CLEARING OF ALL VEGETATION WITHIN RAILWAY RIGHT-OF-WAY LIMITS TO A MAXIMUM 2' HEIGHT FOR A MINIMUM DISTANCE OF 325 FEET FROM THE EDGE OF THE ROADWAY ALONG TRACK IN EACH DIRECTION FROM THE CROSSING. TRIMMING/CLEARING WILL BE PERFORMED BY RAILWAY FORCES OR RAILWAY AUTHORIZED CONTRACTOR.

9. SCHEDULES FOR JACK AND BORE, OR DIRECTIONAL BORE OPERATIONS MUST BE COORDINATED WITH FEC RAILWAY AND MAY BE REQUIRED TO BE PERFORMED ON SLOWER OPERATION DAYS, INCLUDING BUT NOT LIMITED TO WEEKEND, NIGHT WORK, SLOWER TRAFFIC DAYS, ETC., AND MUST BE COORDINATED AHEAD OF TIME FOR FEC TO PROVIDE THE AVAILABLE SCHEDULES THAT WILL BE ALLOWED.

10. ALL ROADWAY SIGNAGE PLACEMENT NEAR OR IN APPROACH TO THE RAIL-HIGHWAY CROSSING MUST BE PLACED AS TO NOT INTERFERE WITH SIGHT PREVIEW AND/OR OPERATION OF THE RAILWAY WARNING DEVICES. SIGN LOCATIONS MAY REQUIRE FIELD ADJUSTMENTS AS DIRECTED BY THE ENGINEER TO MEET THIS REQUIREMENT.

REVISIONS		DESCRIPTION		St Johns County			PINE ISLAND RD AT U.S. 1		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	COUNTY NO.	ETM NO.	GENERAL NOTES		
06-07-24	ADDED SHEET			MARCH 2024		22-141-08			5A

ETM
 Engineering, Technical, and Management, Inc.
 Jacksonville, FL 32206
 Tel: (904) 644-4400
 Fax: (904) 644-4403
 Registry-1204 LD-0000024

BRIAN J. LANDEWEER License No. 6728

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

GENERAL NOTES

1. TRAFFIC SHALL BE MAINTAINED ON PAVED SURFACES AT ALL TIMES.
2. ALL TRAFFIC CONTROL DEVICES (TEMPORARY SIGNS, PAVEMENT MARKINGS, BARRIER WALLS, ETC.) REQUIRED DURING A CONSTRUCTION PHASE SHALL BE INSTALLED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO THE DIVERSION OF TRAFFIC AND COMMENCEMENT OF CONSTRUCTION AND SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT INDEX 102-600. FDOT INDEX 102-600 SHALL BE USED IN CONJUNCTION WITH ALL OTHER INDEXES SPECIFICALLY MENTIONED IN EACH TRAFFIC CONTROL PHASE.
3. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT PROJECT BEGINNING AND ENDING AS DIRECTED BY THE ENGINEER.
4. ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENTS AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENTS AS DIRECTED BY THE PROJECT ENGINEER.
5. ON U.S. 1, DAYTIME LANE CLOSURES MAY ONLY OCCUR FROM 9:00 AM - 3:30 PM, MONDAY - THURSDAY, NIGHTTIME LANE CLOSURES MAY ONLY OCCUR FROM 6:30 PM - 7:00 AM MONDAY-SUNDAY. ON PINE ISLAND ROAD, DAYTIME LANE CLOSURES MAY ONLY OCCUR FROM 9:30 AM - 3:30 PM MONDAY, TUESDAY, THURSDAY, AND FRIDAY. DAYTIME LANE CLOSURES MAY ONLY OCCUR FROM 9:30 AM - 2:30 PM ON WEDNESDAYS. LANE CLOSURES PERMITTED DURING ACTIVE WORK PERIODS. NOTICE MUST BE GIVEN BY 5:00 PM THE WEDNESDAY PRIOR TO CLOSURE.
6. FIFTEEN (15) MINUTES PRIOR TO INITIATING NOT FOR A LANE CLOSURE, CONTACT THE DISTRICT TWO REGIONAL TRAFFIC MANAGEMENT CENTER (RTMC) AT 904-903-2000 TO PROVIDE INFORMATION ON THE ROADWAY, DIRECTION OF TRAVEL, AND WHICH LANE(S) WILL BE CLOSED. ONCE THE WORK IS COMPLETE AND LANES ARE REOPENED, CONTACT THE DISTRICT TWO RTMC WITHIN THIRTY (30) MINUTES TO NOTIFY THEM THAT THE CLOSURES HAVE BEEN REMOVED.
7. MAINTAIN DESIGN AND POSTED SPEED OF 55 MPH DURING ALL PHASES OF CONSTRUCTION.

CONSTRUCTION PHASING

PHASE 1: MEDIAN CONSTRUCTION

1. INSTALL W3-5 AND R2-1 55 MPH SPEED LIMIT SIGNS ON U.S. 1 NORTHBOUND AND SOUTHBOUND PRIOR TO CONSTRUCTION
2. PLACE ADVANCED SIGNAGE AND CHANNELIZING DEVICES PER INDEX 102-613 TO CLOSE INSIDE TRAVEL LANE WITH THE TIME RESTRICTIONS NOTED ON THIS SHEET.
3. INSTALL EROSION CONTROL MEASURES.
4. CLOSE BOTH LEFT TURN LANES ON U.S. 1
5. CONSTRUCT MEDIAN ROADWAY WIDENING AND MEDIAN ISLAND.

PHASE 2: DRAINAGE AND DITCH GRADING

1. PLACE ADVANCED SIGNAGE AND CHANNELIZING DEVICES PER INDEX 102-602 WHEN WORK IS LIMITED TO WORK ON THE SHOULDER.
2. INSTALL EROSION CONTROL MEASURES.
3. CONSTRUCT DRAINAGE STRUCTURES AND DITCH GRADING FOR DRAINAGE.
4. CONSTRUCT TRAFFIC SIGNAL FOUNDATIONS AND MAST ARMS. UTILIZE INDEX 102-625 WHEN INSTALLING MAST ARMS. DO NOT LIFT MAST ARMS OVER LIVE TRAFFIC. WORK TO BE PERFORMED BETWEEN 11:00 PM - 4:00 AM MONDAY - FRIDAY.

PHASE 3: PINE ISLAND ROADWAY WIDENING

1. PLACE ADVANCED SIGNAGE AND CHANNELIZING DEVICES PER INDEX 102-603 TO CLOSE ONE LANE OF PINE ISLAND ROAD. KEEP ONE LANE OF PINE ISLAND ROAD OPEN AT ALL TIMES.
2. INSTALL EROSION CONTROL MEASURES.
3. CONSTRUCT DRAINAGE STRUCTURES, PAVEMENT, AND DITCH GRADING FOR ROADWAY WIDENING.

PHASE 4: U.S. 1 ROADWAY WIDENING

1. PLACE ADVANCED SIGNAGE AND CHANNELIZING DEVICES PER INDEX 102-613 TO CLOSE NORTHBOUND OUTSIDE TRAVEL LANE.
2. INSTALL EROSION CONTROL MEASURES.
3. CONSTRUCT DRAINAGE STRUCTURES, PAVEMENT, AND DITCH GRADING FOR ROADWAY WIDENING.

PHASE 5: MILLING, RESURFACING, & PAVEMENT MARKINGS

1. CLOSE ONE LANE AT A TIME UTILIZING INDEX 102-603 & 102-613 FOR MILLING, RESURFACING, AND PAVEMENT MARKINGS.

2:15:48 PM madam
 MODEL: Traffic Control Plans - Plan 1 (Sheet)

4/7/2024 12:15:48 PM madam
 PROJECT: ST JOHN COUNTY PINE ISLAND ROADWAY WIDENING AND IMPROVEMENTS

REVISIONS	
DATE	DESCRIPTION
06-07-24	▲ REVISED NOTES AND PHASING

ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 11715 13th St., Jacksonville, FL 32218
 TEL: 904-444-4444
 FAX: 904-444-4444
 Registry - 2016 LR-000016

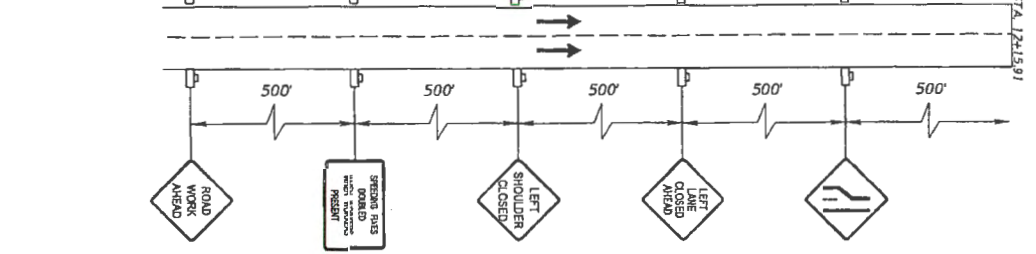
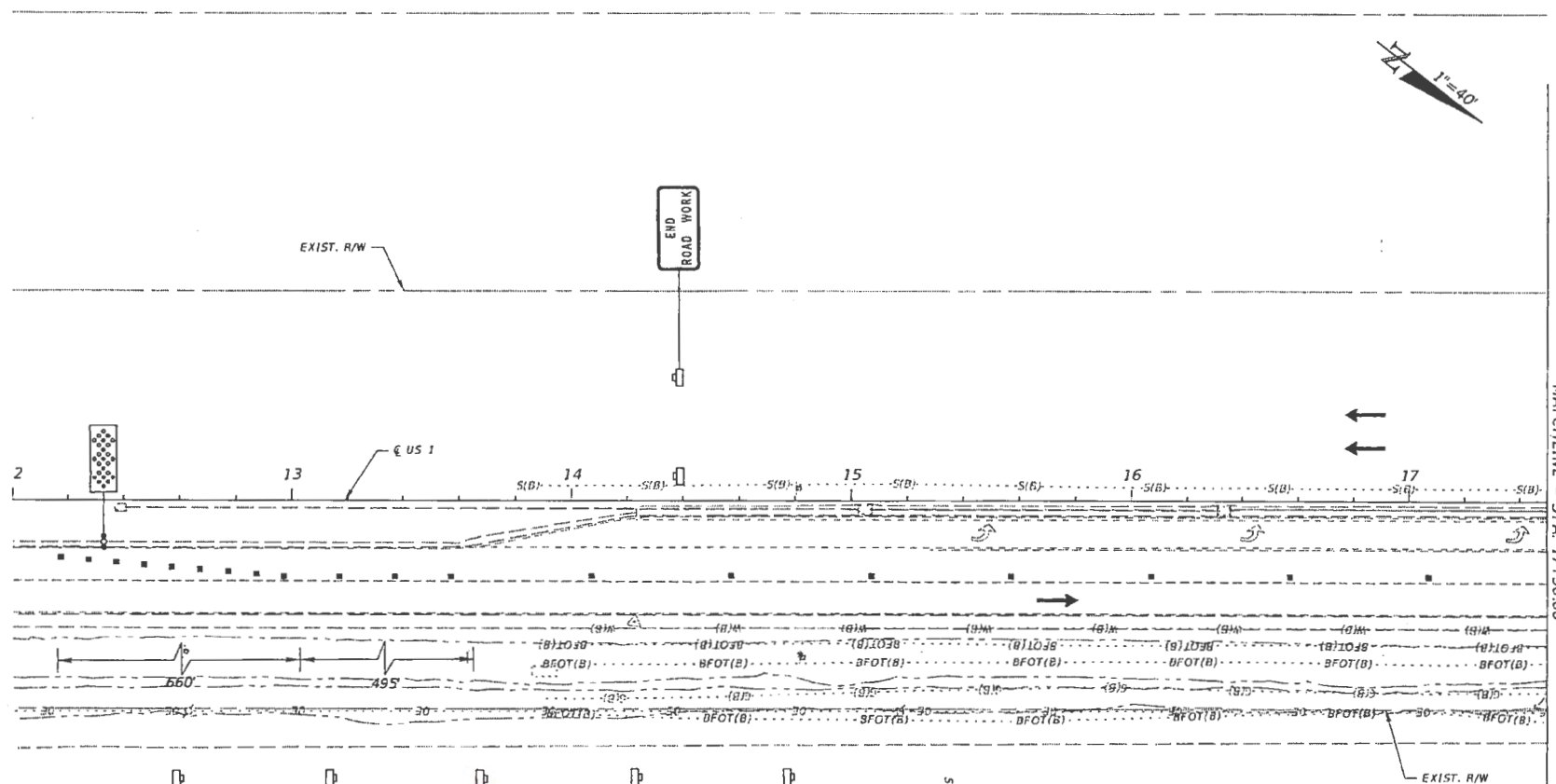
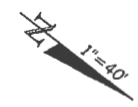
BRIAN J. LANDEWEER License No. 62269

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
 TEMPORARY TRAFFIC CONTROL
 PLAN**

SHEET NO.
26

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



LEGEND	
	Advance Warning Arrow Panel
	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger

MATCHLINE - STA. 17+50.00

3:01:05 PM 6/6/24
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 MODEL: PAPER 1 - US1 - 2

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

REVISIONS	
DATE	DESCRIPTION
06-07-24	ADDED SHEET

ETM
 ENGINEERING & TRANSPORTATION
 BRIAN J. LANDEWEER License No. 62681

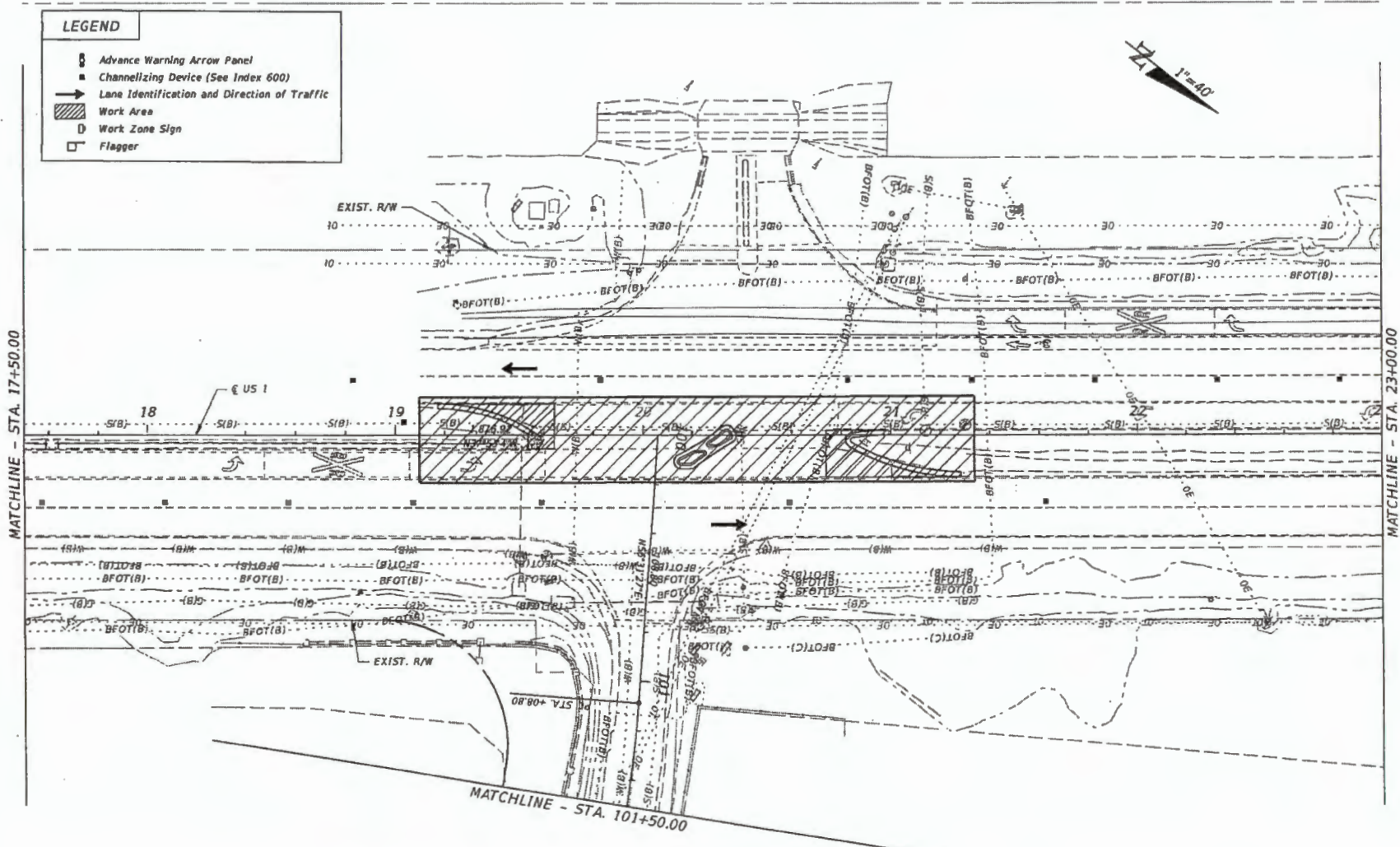
St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
 TEMPORARY TRAFFIC CONTROL
 PHASE 1**

SHEET NO.
26A

LEGEND

- ▤ Advance Warning Arrow Panel
- Channelizing Device (See Index 600)
- Lane Identification and Direction of Traffic
- ▨ Work Area
- D Work Zone Sign
- Flagger



6/17/2024 2:50:08 PM
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REVISIONS	
DATE	DESCRIPTION
06-07-24	ADDED SHEET

ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 4775 North US Highway 1
 Jacksonville, FL 32218
 TEL: (904) 447-0099
 FAX: (904) 447-0095
 PAGER: (904) 447-0095
 Copyright © 2004 ETM LLC

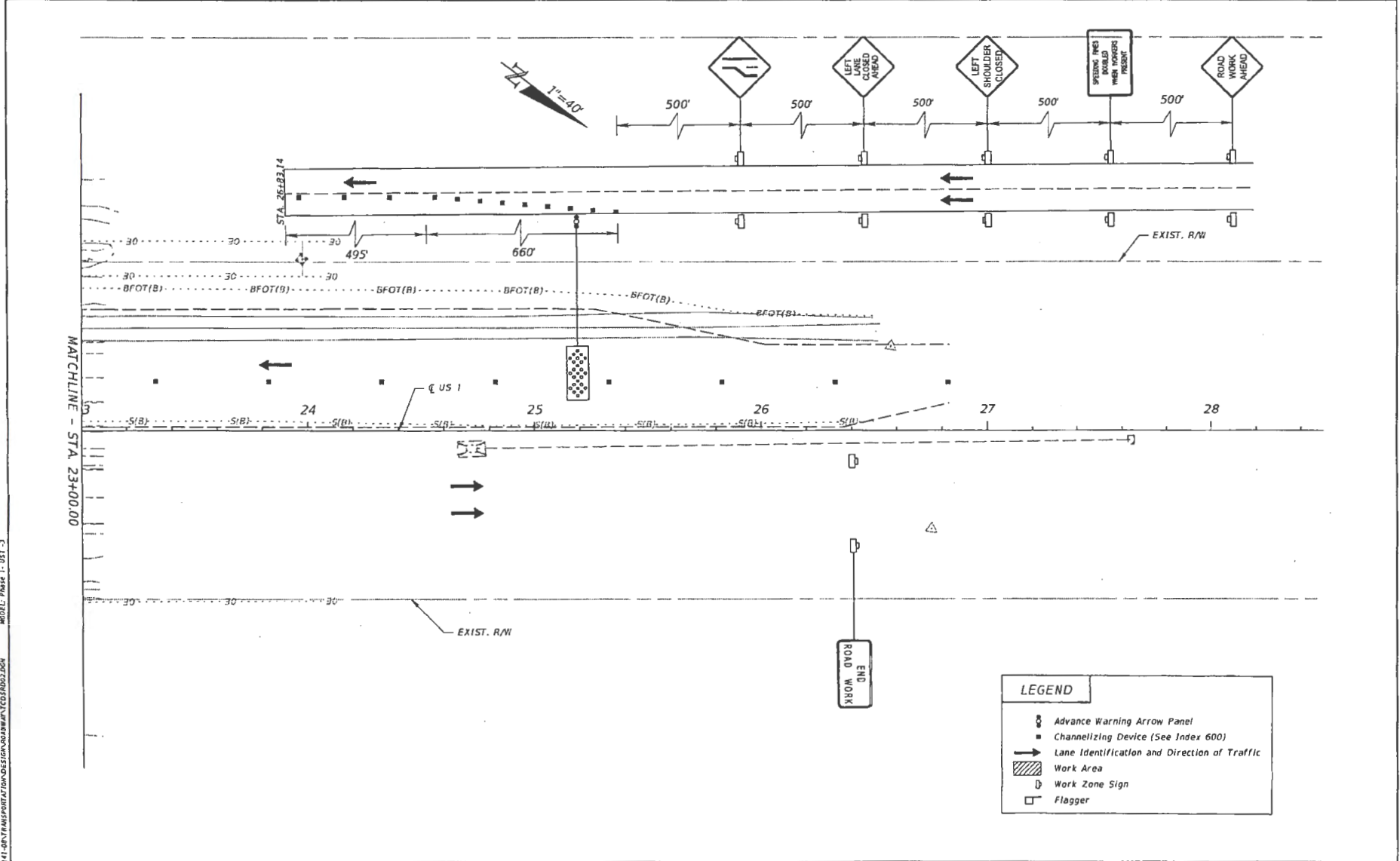
St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
 TEMPORARY TRAFFIC CONTROL
 PHASE 1**

SHEET NO.
26B

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 1015-23.004, F.A.C.

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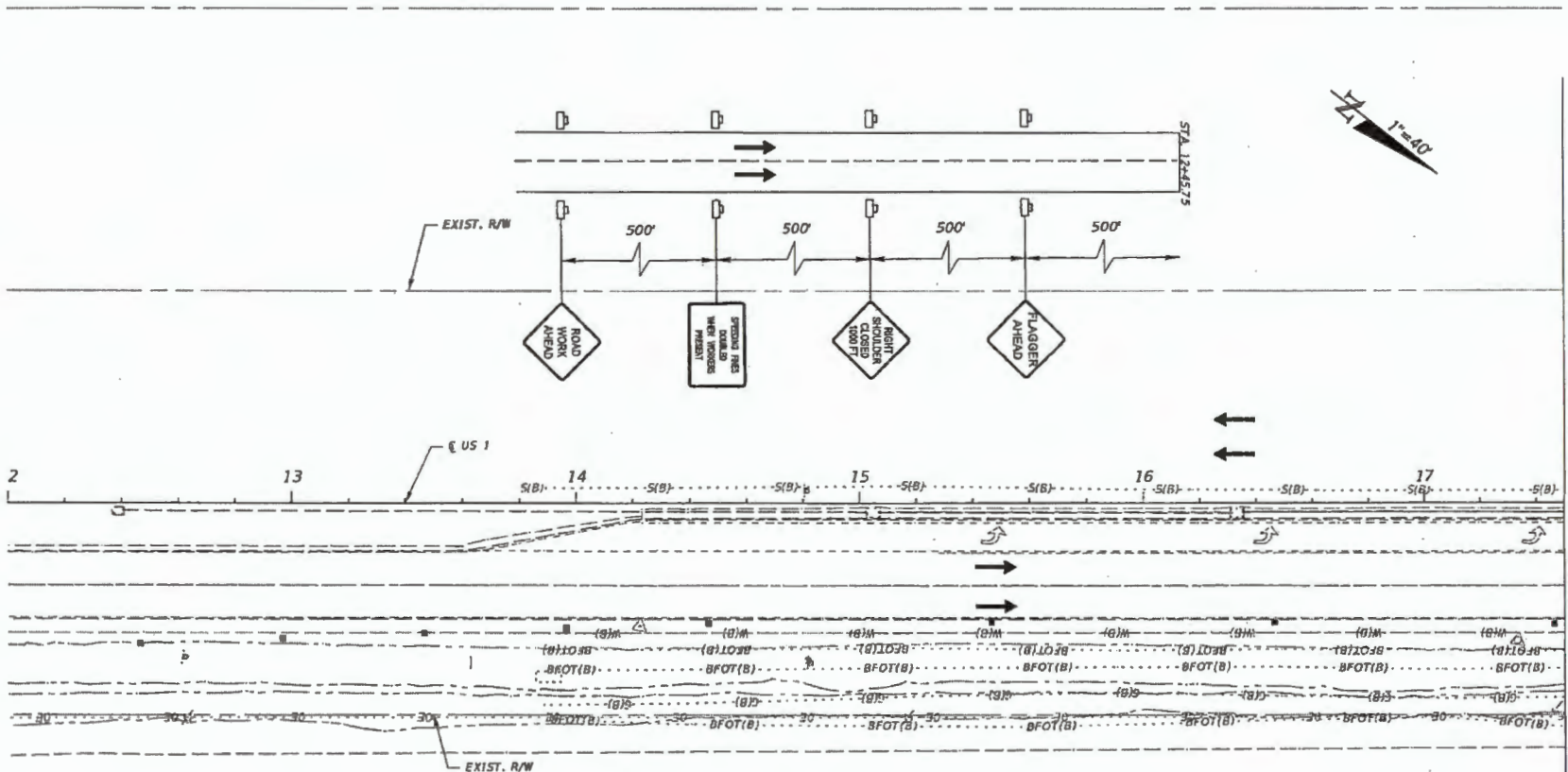
LEGEND	
	Advance Warning Arrow Panel
	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION
06-07-24	ADDED SHEET		

ETM Engineering & Traffic Management, Inc. 14715 Old Rd., Fort Lauderdale, FL 33324 TEL: (954) 544-0800 FAX: (954) 544-0800 Regency - 2284 LC - 999274 License No. 62158		St Johns County		PINE ISLAND RD AT U.S. 1 TEMPORARY TRAFFIC CONTROL PHASE 1		SHEET NO. 26C
DATE	COUNTY NO.	ETM NO.				
JUNE 2024		22-141-08				

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

6/7/2024 3:01:09 PM
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 MODEL: Phase 2 - US 1-1 (Sheet)



LEGEND	
	Advance Warning Arrow Panel
	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger

REVISIONS	
DATE	DESCRIPTION
06-07-24	ADDED SHEET

ETM
 VISION • EXPERIENCE • INTEGRITY
 Brian I. Landweaver
 License No. 62061

St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

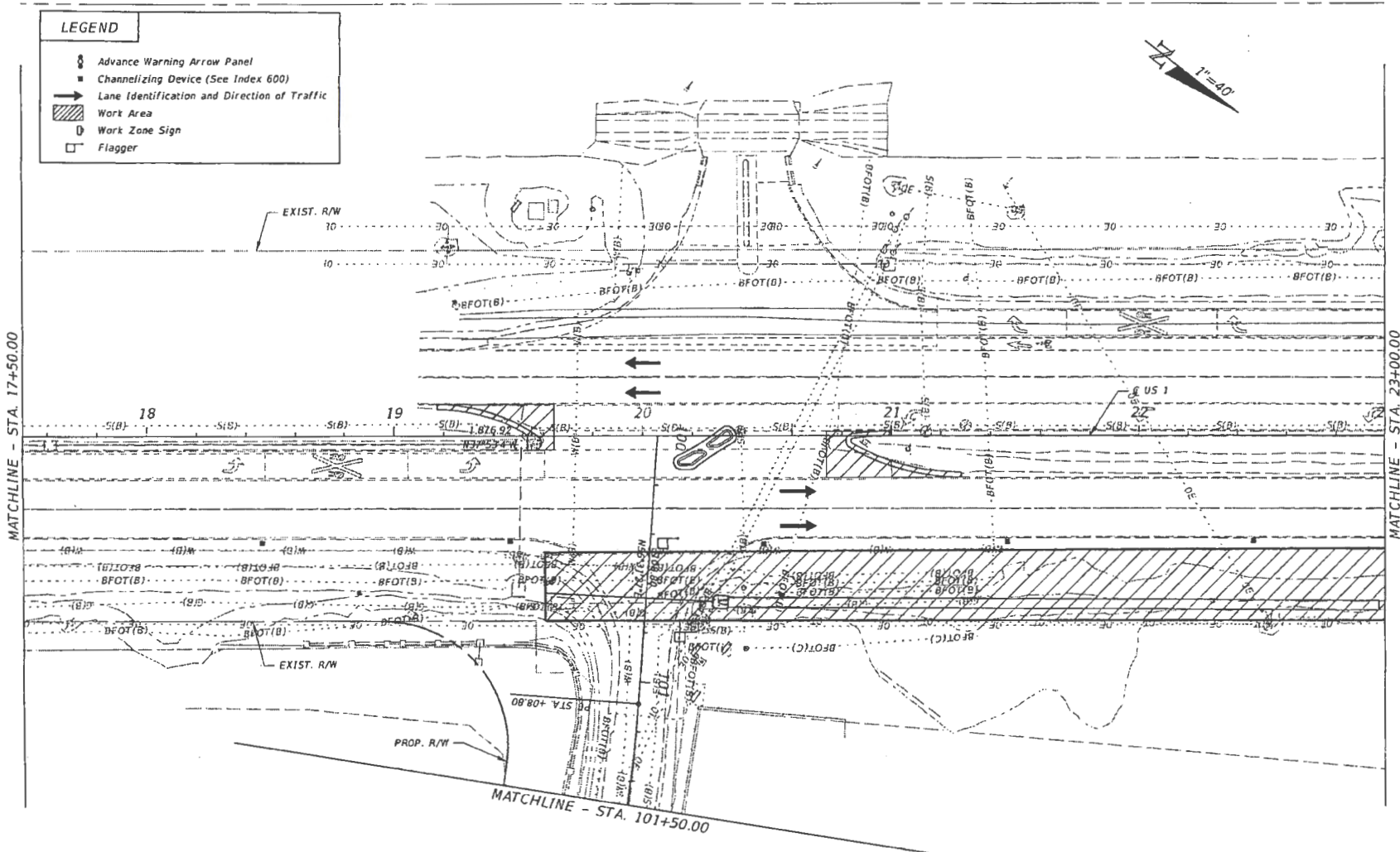
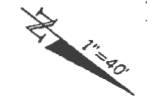
PINE ISLAND RD AT U.S. 1
TEMPORARY TRAFFIC CONTROL
PHASE 2

SHEET NO.
26D

MATCHLINE - STA. 17+50.00

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LEGEND	
	Advance Warning Arrow Panel
	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger



6/7/2024 3:07:16 PM
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REVISIONS	
DATE	DESCRIPTION
06-07-24	▲ ADDED SHEET

ETM Engineering & Traffic Management
 BRIAN J. LANDEWEER License No. 5758

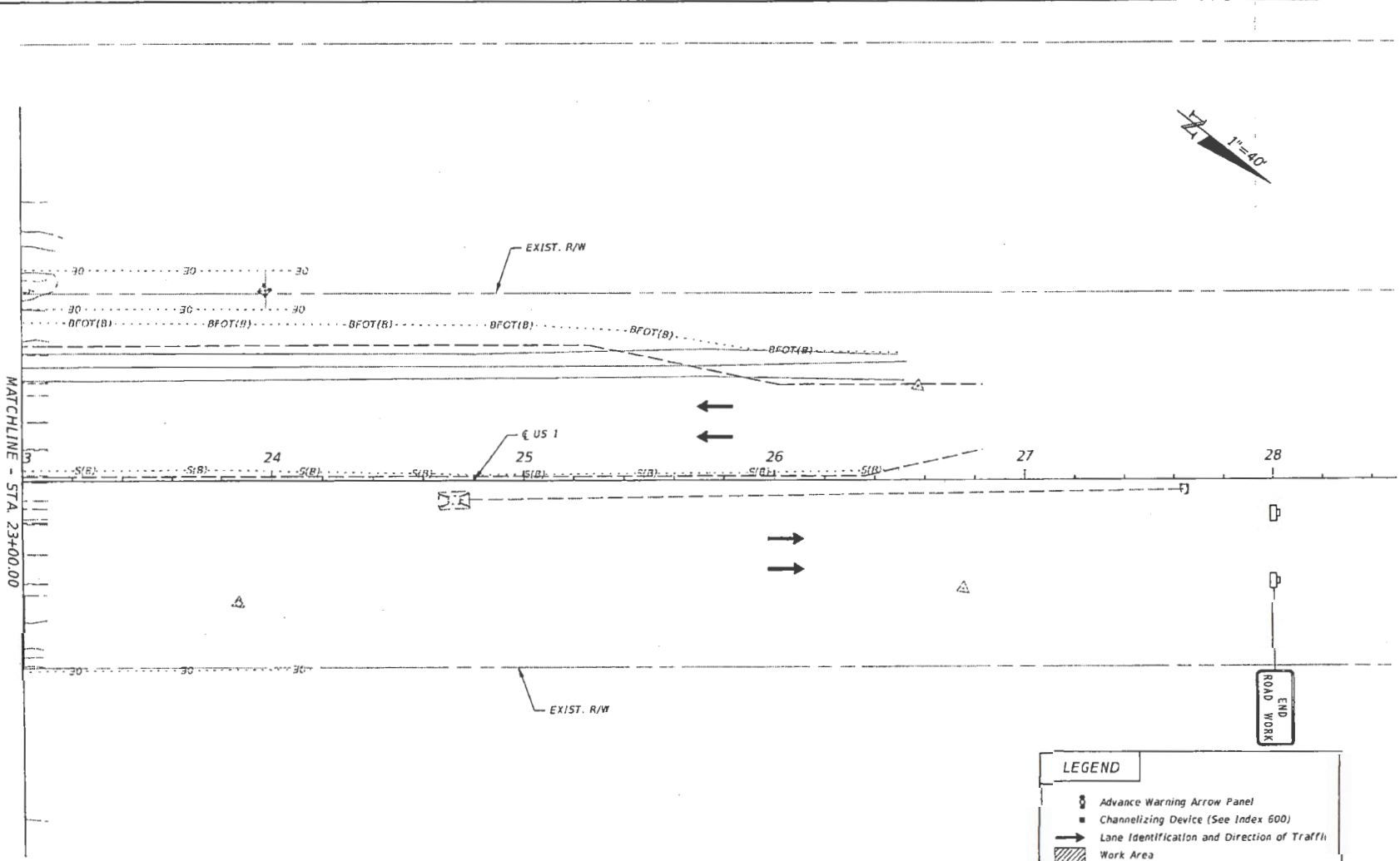
St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
 TEMPORARY TRAFFIC CONTROL
 PHASE 2**

SHEET NO.
26E

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

6/7/2024 11:23:23 AM C:\PROJECTS\2024\22-141\CONTRACTS\PHASE 2\ADVANTAGE\ADVANTAGE.DWG MODEL: PAPER 2 - US 2-1 (Sheet)



LEGEND	
	Advance Warning Arrow Panel
	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger

REVISIONS	
DATE	DESCRIPTION
06-07-24	ADDED SHEET

ETM
 VISION • EXPERIENCE • INTEGRITY
 BRIAN J. LANDEWEER License No. 62358
 1476 MacArthur Boulevard
 Jacksonville, FL 32218
 TEL: (904) 944-6666
 FAX: (904) 944-6448
 Registry - 2204 LC - 990216

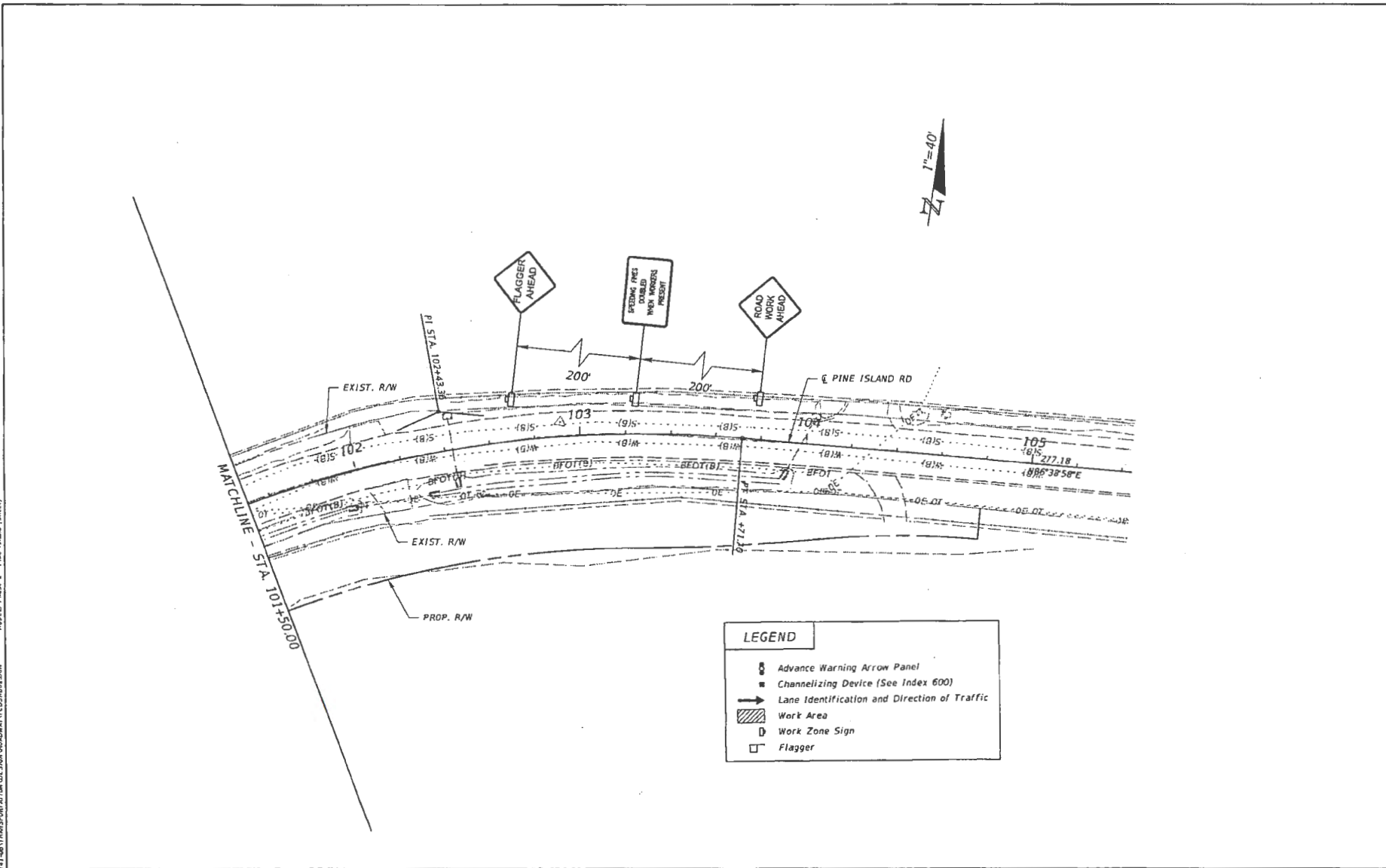
St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

PINE ISLAND RD AT U.S. 1
 TEMPORARY TRAFFIC CONTROL
 PHASE 2

SHEET NO.
26F

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6/7/2024 2:01:11 PM m469x MODEL Phase 2 - Pine Island (Sheet)



LEGEND	
	Advance Warning Arrow Panel
	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
06-07-24	ADDED SHEET		

ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 1475 S.W. 10th Street
 Jensen Beach, FL 34957
 TEL: (888) 443-6881
 FAX: (888) 443-6882
 Papeete - 2004 LE - 000014
 License No. 6760

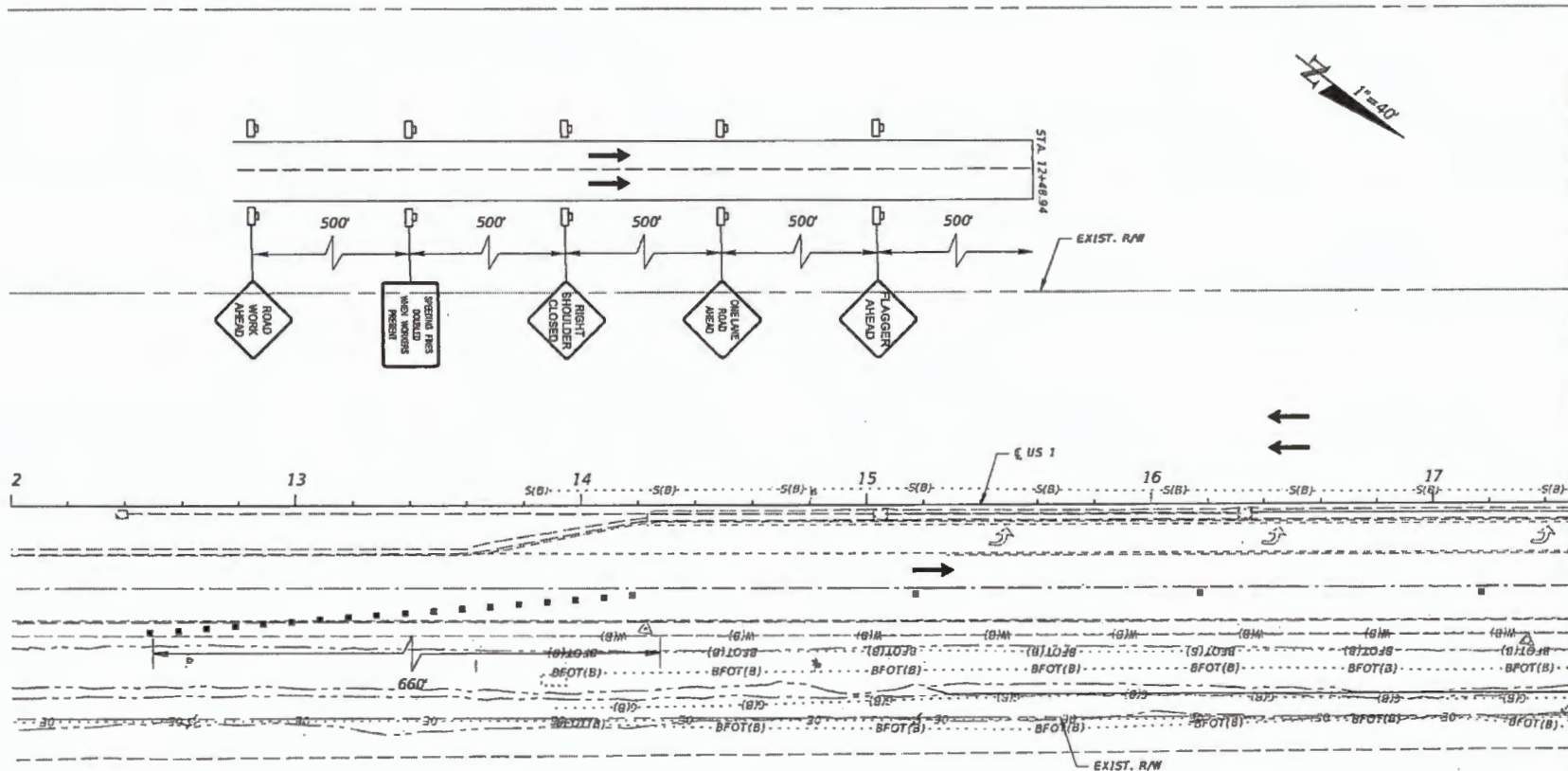
St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
 TEMPORARY TRAFFIC CONTROL
 PHASE 2**

SHEET NO.
266

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

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LEGEND	
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	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger

REVISIONS	
DATE	DESCRIPTION
06-07-24	ADDED SHEET

ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 11111 US 1, Suite 100, Jacksonville, FL 32218
 TEL: (904) 444-4444
 FAX: (904) 444-4444
 REGISTRY: 2004 LS-000216
 LICENSE NO. 62258

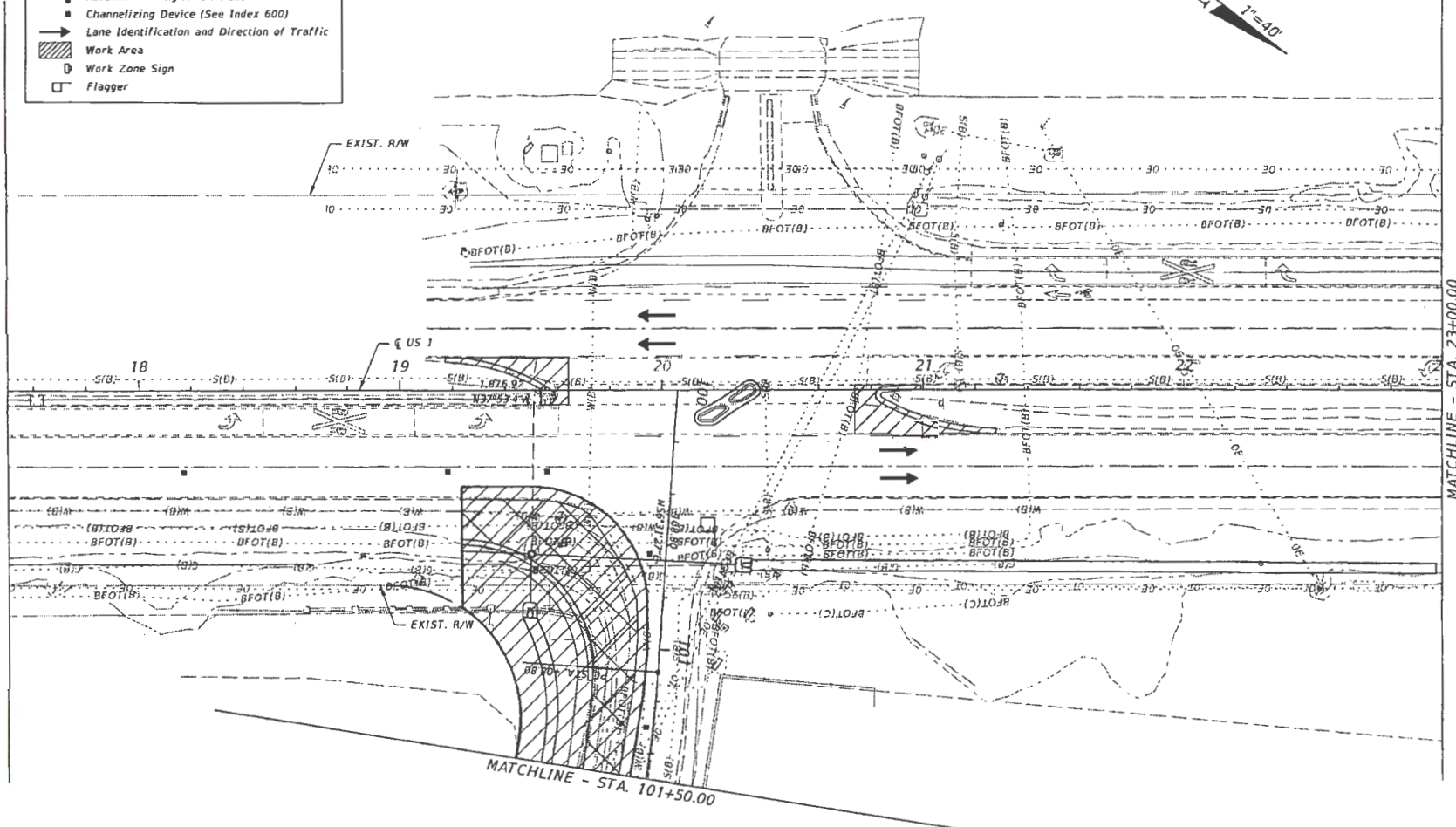
St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
 TEMPORARY TRAFFIC CONTROL
 PHASE 3**

SHEET NO.
26H

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-22.004, F.A.C.

LEGEND	
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	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger



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 MODEL: Phase 3-051-2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
06-07-24	△ ADDED SHEET		

ETM
 ENGINEERING & TRANSPORTATION
 CONSULTANTS
 1000 N. W. 10th Ave., Suite 100
 Ft. Lauderdale, FL 33304
 TEL: (954) 443-4000
 FAX: (954) 443-4001
 Regularly - 3004 L.E. - 0000110
 License No. 67569

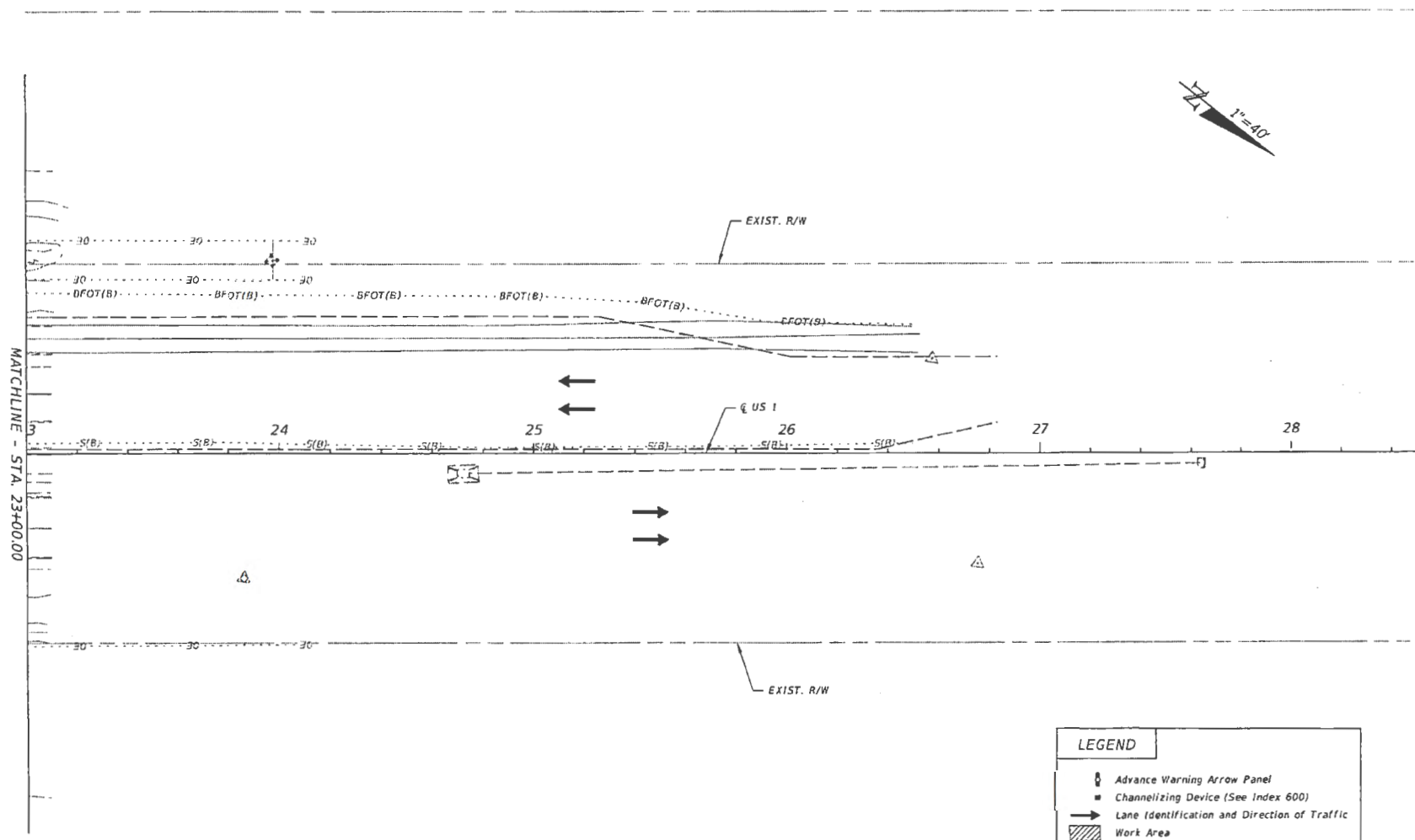
St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
 TEMPORARY TRAFFIC CONTROL
 PHASE 3**

SHEET NO.
261

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LEGEND	
	Advance Warning Arrow Panel
	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger

DATE	DESCRIPTION	REVISIONS	
		DATE	DESCRIPTION
26-07-24	ADDED SHEET		

ETM
 Engineering & Traffic Management, Inc.
 11750 SW 15th Avenue, Suite 100
 Jacksonville, FL 32226
 TEL: (904) 444-4444
 FAX: (904) 444-4444
 bryan@etm.com www.etm.com
 License No. 6278

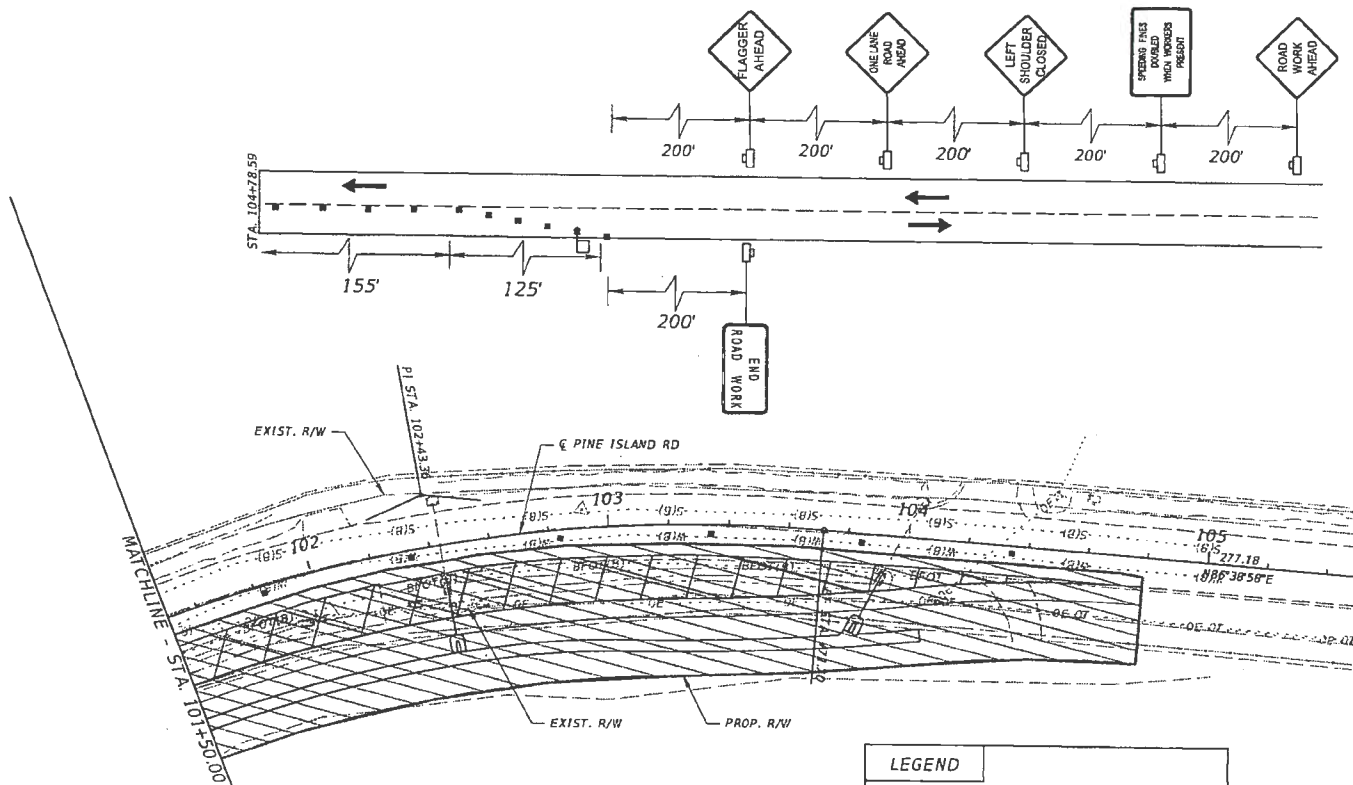
St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

PINE ISLAND RD AT U.S. 1
TEMPORARY TRAFFIC CONTROL
PHASE 3

SHEET NO.
26 J

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LEGEND

- Advance Warning Arrow Panel
- Channelizing Device (See Index 600)
- Lane Identification and Direction of Traffic
- Work Area
- Work Zone Sign
- Flagger

REVISIONS	
DATE	DESCRIPTION
06-07-24	ADDED SHEET

ETM
 ENGINEERING & TRANSPORTATION
 BRIAN I. LANDEWEER
 License No. 52165

St Johns County

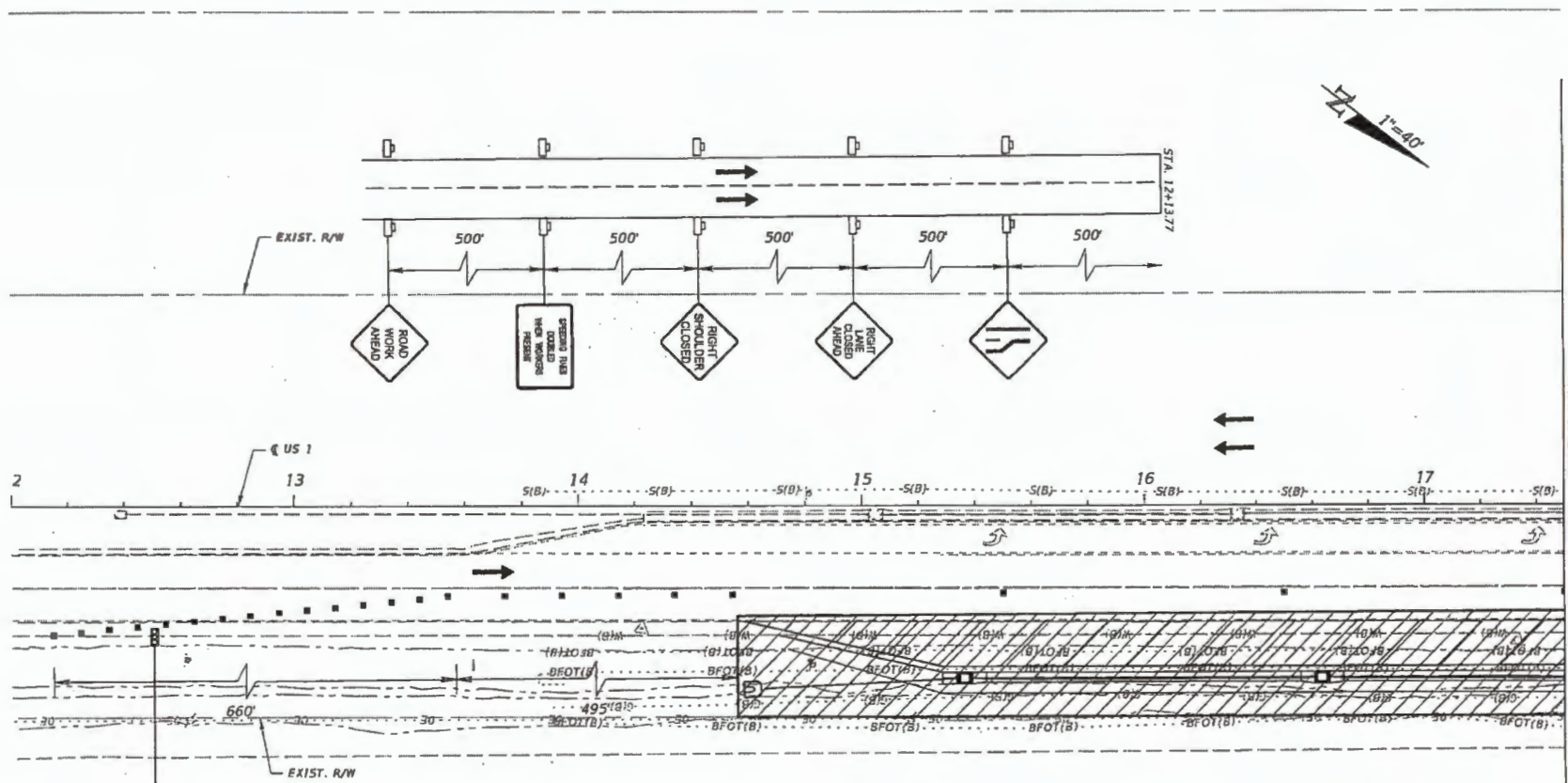
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JUNE 2024		22-141-08

**PINE ISLAND RD AT U.S. 1
 TEMPORARY TRAFFIC CONTROL
 PHASE 3**

SHEET NO.
26K

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LEGEND	
	Advance Warning Arrow Panel
	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger

REVISIONS	
DATE	DESCRIPTION
06-07-24	ADDED SHEET

ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 BRIAN J. LANDEWEER
 License No. 62658

St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

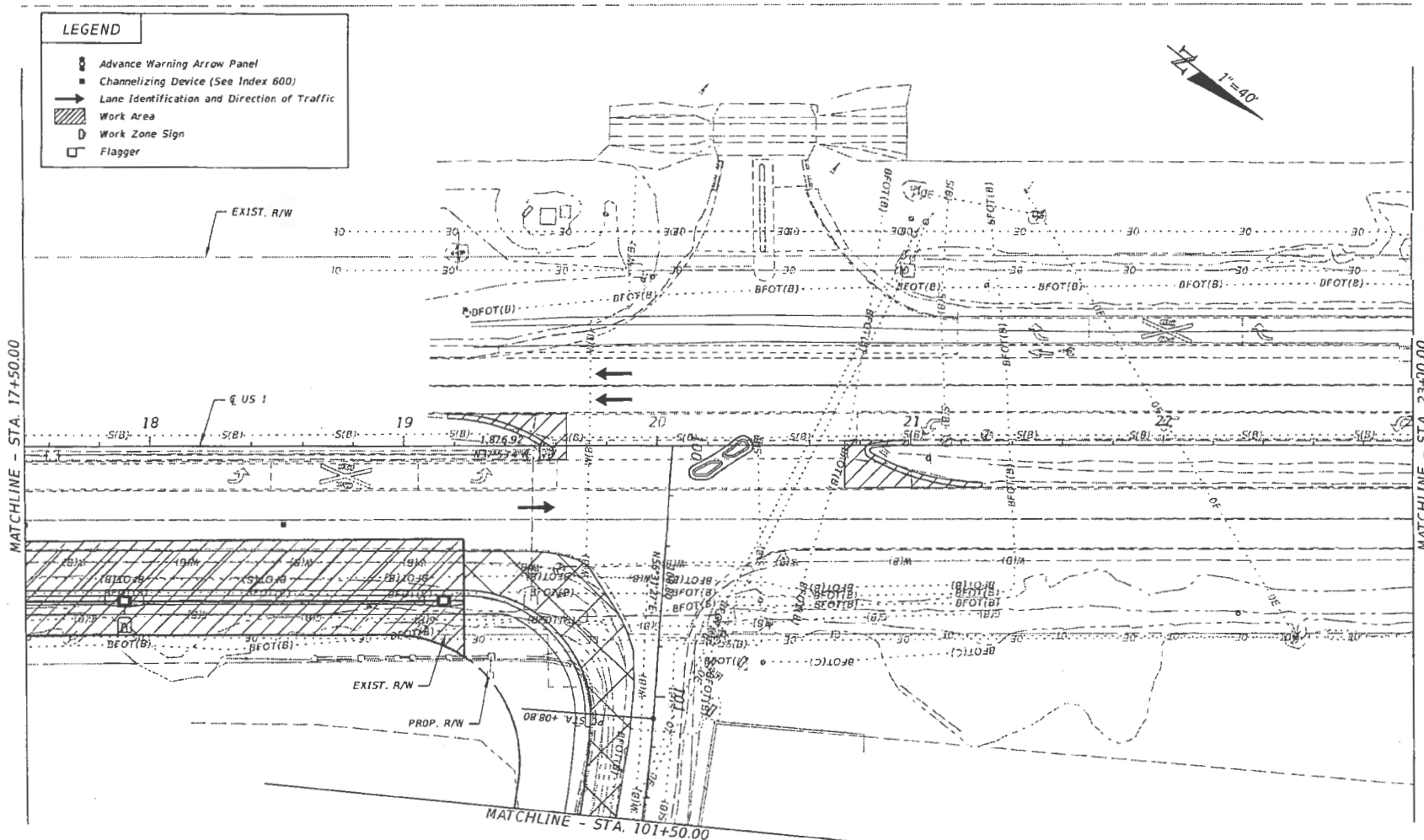
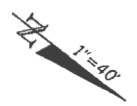
PINE ISLAND RD AT U.S. 1
TEMPORARY TRAFFIC CONTROL
PHASE 4

SHEET NO.
26L

MATCHLINE - STA. 17+50.00

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LEGEND	
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	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger



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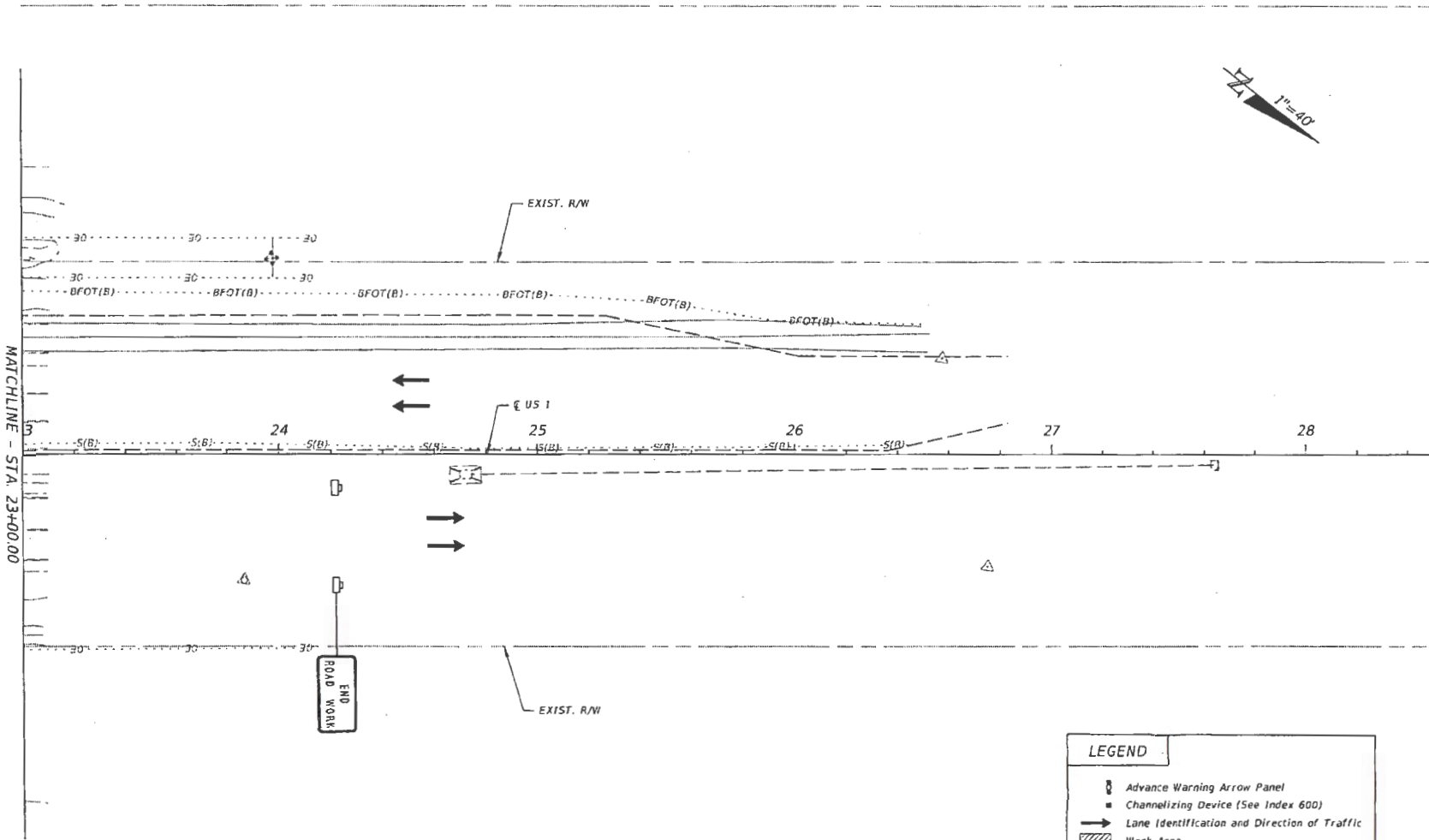
REVISIONS	
DATE	DESCRIPTION
06-07-24	ADDED SHEET

ETM
 ENGINEERING TECHNOLOGIES, INC.
 12715 Old St. Augustine Road
 Jacksonville, FL 32218
 TEL: (904) 841-0999
 FAX: (904) 841-0998
 Douglas + Siskin LC - 0000118
 License No. 67568

St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

PINE ISLAND RD AT U.S. 1
TEMPORARY TRAFFIC CONTROL
PHASE 4

SHEET NO.
26M



LEGEND	
	Advance Warning Arrow Panel
	Channelizing Device (See Index 600)
	Lane Identification and Direction of Traffic
	Work Area
	Work Zone Sign
	Flagger

6/7/2024 2:07:15 PM MODEL: PHS44 4 - US1 3 (S-N-H) PROJECT: P:\2024\22-141\TEMPORARY TRAFFIC CONTROL DESIGN\DRAWINGS\22-141-08.DWG

REVISIONS	
DATE	DESCRIPTION
06-07-24	ADDED SHEET

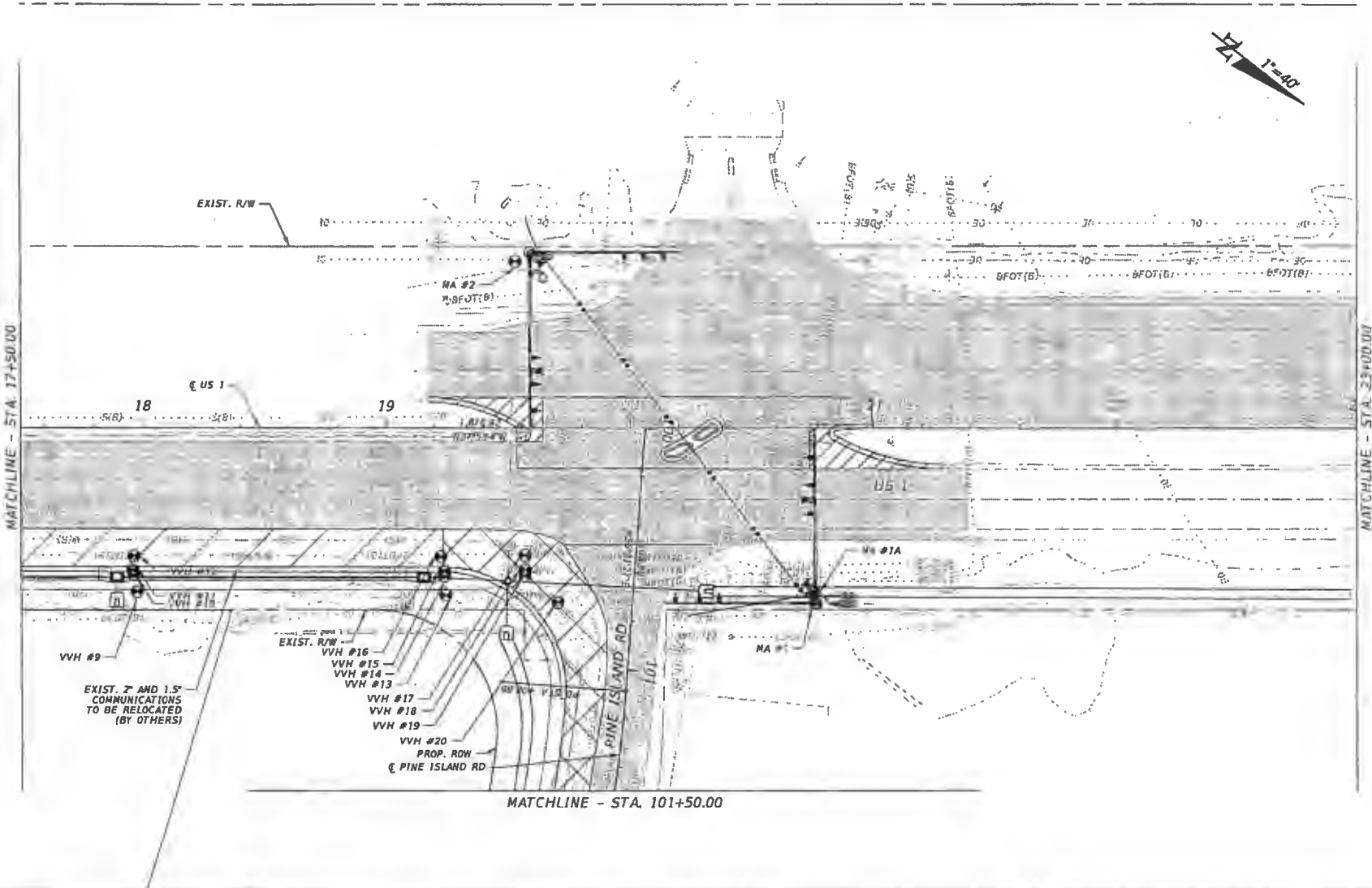
ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 14750 SW 15th Street
 Jacksonville, FL 32258
 TEL: (904) 457-4400
 FAX: (904) 457-4400
 Registry: 2284 LC-990216
 BRIAN J. LANDEWEER License No. 62568

St Johns County		
DATE	COUNTY NO.	ETM NO.
JUNE 2024		22-141-08

PINE ISLAND RD AT U.S. 1
TEMPORARY TRAFFIC CONTROL
PHASE 4

SHEET NO.
26N

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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
10-01-24	REVISED MEDIAN ISLAND			

ETM
 ENGINEERING & TRAFFIC MANAGEMENT
 VINSON • EXPERTISE • INTEGRITY
 BRIAN J. LANDEWEER License No. 6281

Registered: Thomas & Fitzhugh Inc.
 14779 Old St. Augustine Road
 Jacksonville, FL 32218
 TEL: (904) 955-4400
 FAX: (904) 955-4405
 Highway 2586, L.C. 3209016

St Johns County		
DATE	COUNTY NO.	STA. NO.
MARCH 2024		22-141-08

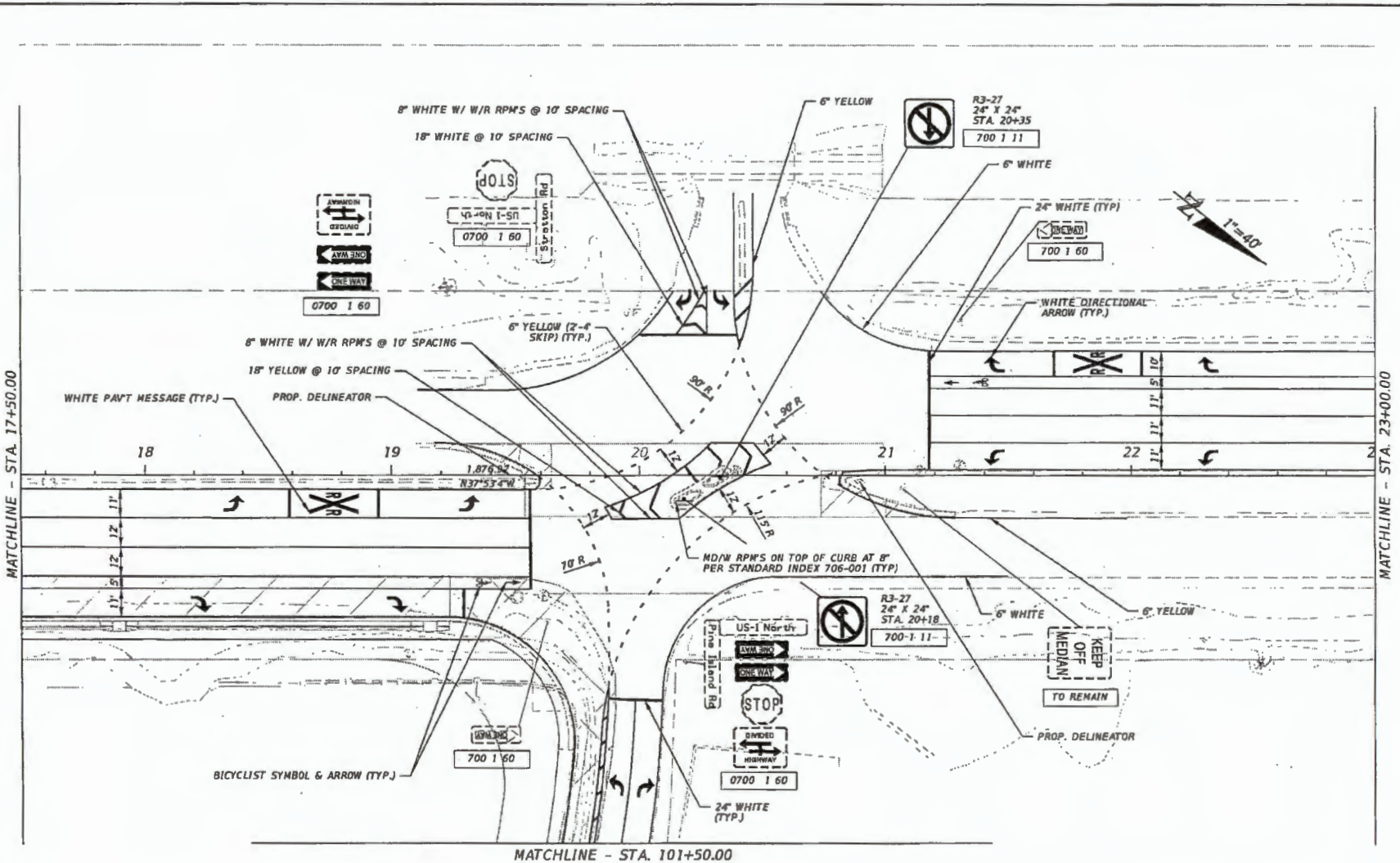
PINE ISLAND RD AT U.S. 1
UTILITY ADJUSTMENTS

SHEET NO.	28
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23007 PN
 23007 PN
 23007 PN

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61015-23.004, F.A.C.

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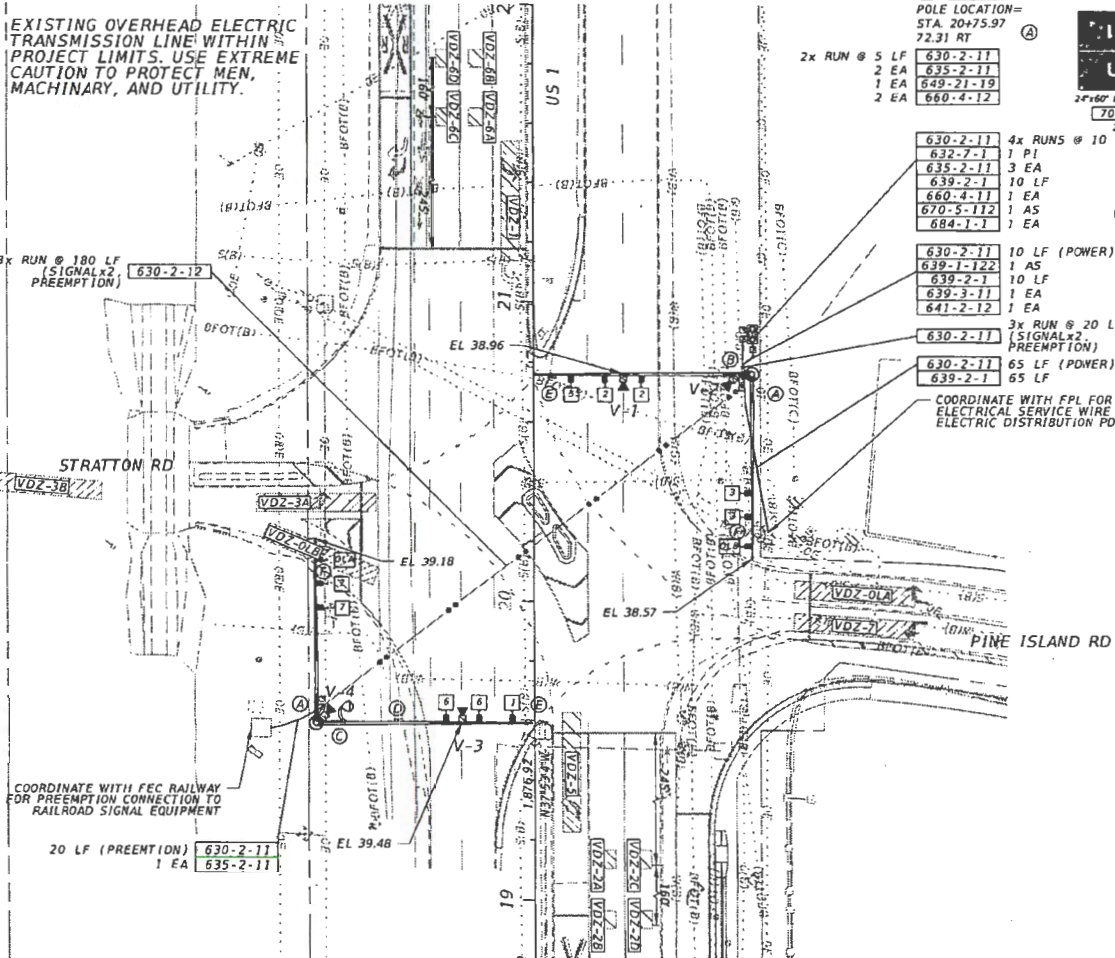
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS		DESCRIPTION		St Johns County			PINE ISLAND RD AT U.S. 1 SIGNING & PAVEMENT MARKING PLAN		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	COUNTY NO.	ETM NO.			
06-07-24	REVISED MEDIAN ISLAND			MARCH 2024		22-141-08			33

ETM
 ENGINEERING • TRANSPORTATION • SURVEYING
 BRYAN J. LANDRIVEER License No. 6266

INTERSECTION NUMBER 78M134

EXISTING OVERHEAD ELECTRIC TRANSMISSION LINE WITHIN PROJECT LIMITS. USE EXTREME CAUTION TO PROTECT MEN, MACHINERY, AND UTILITY.



1 EL 37.70
POLE LOCATION=
STA. 20+75.97
72.31 RT

2x RUN @ 5 LF
2 EA 630-2-11
1 EA 635-2-11
1 EA 649-21-19
2 EA 660-4-12

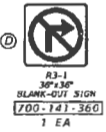
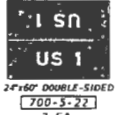
630-2-11 4x RUNS @ 10 LF (SIGNALx2,
632-7-1 1 PI
635-2-11 3 EA
639-2-1 10 LF
660-4-11 1 EA
670-5-112 1 AS
684-1-1 1 EA

630-2-11 10 LF (POWER)
639-1-122 1 AS
639-2-1 10 LF
639-3-11 1 EA
641-2-12 1 EA

630-2-11 3x RUN @ 20 LF
(SIGNALx2
PREEMPTION)
630-2-11 65 LF (POWER)
639-2-1 65 LF

COORDINATE WITH FPL FOR ELECTRICAL SERVICE WIRE TO ELECTRIC DISTRIBUTION POLE

OVERHEAD SIGN DETAILS



SIGNAL HEADS SHALL HAVE BACKPLATES WITH RETROREFLECTIVE BORDERS



CONTROLLER TIMINGS								PRE-EMPTION TIMINGS		
TIMING FUNCTION	1	2	3	4	5	6	7	8	MIN. GRN. BEFORE PRE-EMP.	0
MINIMUM GREEN	4	18	4	6	4	18	4	6	MIN. RED CLR.	2.0
EXTENSION	3	2.5	3	3	2.5	3	3	3	YELLOW CLR.	5.5
MAXIMUM GREEN 1	25	50	25	25	25	25	25	25	ALL RED CLR.	2.0
MAXIMUM GREEN 2									TRACK CLR. GREEN	42
YELLOW CLEARANCE	5.5	5.5	3.4	3.4	5.5	5.5	3.4	3.4	YELLOW CLR.	3.4
ALL RED	7.0	2.0	2.5	3.1	2.0	2.0	3.1	2.5	ALL RED CLR.	2.5
PEDESTRIAN WALK									MIN. DWELL	0
PED. CLEARANCE									YELLOW CLR.	3.4
RECALL		X				X			ALL RED CLR.	2.5

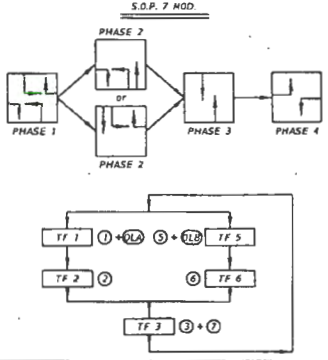
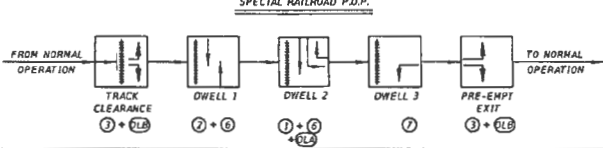
CONTRACTOR TO CONNECT PREEMPTION TO RAILROAD CONTROLLER. CONTACT FEC RAILWAY TO COORDINATE.

VIDEO DETECTION ZONE				
ZONE	SENSOR NO.	COVERAGE AREA	DETECTOR OPERATION	DELAY TIME (SEC)
VDZ-1	V-4	6' x 40'	NORMAL	0
VDZ-2A	V-1	6' x 6'	NORMAL	0
VDZ-2B	V-1	6' x 6'	NORMAL	0
VDZ-2C	V-1	6' x 6'	NORMAL	0
VDZ-2D	V-1	6' x 6'	NORMAL	0
VDZ-3A	V-2	6' x 40'	NORMAL	0
VDZ-3B	V-2	6' x 40'	NORMAL	0
VDZ-OLB	V-2	6' x 40'	NORMAL	10
VDZ-5	V-2	6' x 40'	NORMAL	0
VDZ-6A	V-3	6' x 6'	NORMAL	0
VDZ-6B	V-3	6' x 6'	NORMAL	0
VDZ-6C	V-3	6' x 6'	NORMAL	0
VDZ-6D	V-3	6' x 6'	NORMAL	0
VDZ-CLA	V-4	6' x 40'	NORMAL	10
VDZ-7	V-4	6' x 40'	NORMAL	0

DELAY TIME IS INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY PROJECT ENGINEER.

2 EL 37.40
POLE LOCATION=
STA. 19+59.05
72.48 LT

630-2-11 2x RUN @ 10 LF (SIGNAL)
635-2-11 1 EA
649-21-19 1 EA
660-4-12 2 EA
682-1-113 1 EA



REVISIONS	
DATE	DESCRIPTION
06-07-24	REVISED MEDIAN ISLAND

ETM
ETM Engineering & Traffic Management, Inc.
14775 Old Mill, Oakville, Ontario
L6M 4K2
TEL: (905) 842-8888
FAX: (905) 842-8888
REGISTRY: 2244 LC-000216
Licence No. 53938

St Johns County		
DATE	COUNTY NO.	ETM NO.
MARCH 2024		22-141-08

PINE ISLAND RD AT U.S. 1	
SIGNALIZATION PLAN	
SHEET NO.	39

6/7/2024 2:32:34 PM model: Signal Plan - Signal Plan (Sheet) T:\2023\24-141-08\TRANSPORTATION\DESIGN\SIGNALIZATION\22-141-08\141-08-01.dgn

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