

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS TO CHINCHOR ELECTRIC, INC., AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, TO TRANSFER \$374,000 FROM SR207 CORRIDOR IMPROVEMENT GROUP DEVELOPMENT AGREEMENT RESERVES, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the County is progressing with the project for intersection improvements and signalization at SR207 and Brinkhoff Rd. / Twin Lakes Dr., St. Augustine, Florida 32084; and

WHEREAS, through the County's formal Bid Process, Chinchor Electric, Inc. was the lowest, responsive, responsible bidder; and

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

WHEREAS, the project will be funded by the SR207 Corridor Improvement Group Development Agreement Fund.

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. 2049 to Chinchor Electric, Inc. as the lowest, responsive and 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: 2049.

Section 4. The Board is authorizing the transfer of \$374,000.00 from SR207 Corridor Improvement Group Development Agreement Reserves to complete the project.

Section 5. 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 4th day of February, 2025.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Krista Joseph, Chair

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

By: [Signature]
Deputy Clerk

Rendition Date FEB 5 2025





MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 25-MCA-CHI-2029

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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 **CHINCOR ELECTRIC, INC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 1460 s Leavitt Ave, Orange City, FL 32763, Phone: 386-774-1020, and E-mail: tichinchor@chinchoelectric.com, for **IFB NO. 2049 SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS** 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 – Specifications
 - ii. Exhibit B – Construction Plans: Drawings October 21, 2024
 - iii. Exhibit C – Geotechnical Exploration Report March 6, 2024
 - iv. Exhibit D – Construction Plans: Signalization
- 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. 2049

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 the construction of FDOT approved intersection improvements and signalization at SR 207 / Brinkhoff Rd. / Twin Lakes Dr. The approved ICE conceptual plan is for a through-cut, 3-phase traffic signal. Work shall include all labor, materials, and equipment required. The project includes but not limited to reconstruction of roadway, installation of new curb ramps, sidewalks, and pedestrian features, mast arms, lighting, conduit, pull boxes, controller cabinet, vehicle detection, etc. The intersection is to remain fully signalized throughout construction. The project shall be in accordance with FY 2023-2024 edition of the Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD").

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 **one hundred eighty (180)** 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 Substantial Completion or Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$1,685** 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 Ninety-Five Thousand and Zero Cents (\$1,695,000.00)**, the “Contract Price”. The cost of any item of Work not covered by a specific Lump Sum shall be included in the Lump Sum 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 Purchasing Director. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Purchasing Director 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 12.2 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. The Contractor is to provide certification from the surety that the amount of a change order has been incorporated into the bond to cover the additional scope of work and/or cost associated with the Change Order.

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 Purchasing Director for determination in accordance with the provisions of Paragraph 1.1.6. 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 13.6 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.

13.7 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 14.16.7 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 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 Iraq 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

Chinchor Electric, Inc.
1460 S Levitt Ave
Orange City, FL 32763
Attn: Tim Chinchor, President
Email Address: tichinchor@chinchorelectric.com

With a copy to:

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

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

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

County:

St. Johns County _____ (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor:

_____ (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 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.: 25-MCA-CHI-2029	Contractor Name:
Project: SR 207 at Brinkhoff Rd Intersection Improvements	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

January 13, 2025

IFB No: 2049; SR 207 at Brinkhoff Rd Intersection Improvements

St. Johns County hereby issues this Notice of Intent to Award **Chinchor Electric, Inc.** as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the 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 Alexis Colbert, Procurement Coordinator, via email at acolbert@sjcfl.us or phone at 904-209-1267.

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

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

Date: _____

1/13/25



ST. JOHNS COUNTY, FL
 BID TABULATION

IFB NUMBER: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS
 AND TITLE _____

OPENING DATE: 1/8/2025
 OPENED BY: Alexis Colbert
 VERIFIED BY: Bryan Matus
 POSTING DATE: 1/10/2025

BIDDERS	TOTAL LUMP SUM BID PRICE						
Chinchor Electric Inc.	\$1,695,000.00						
G&H Underground Construction, Inc.	\$1,999,989.45						
CW Matthews Contracting, Co.	\$2,343,750.00						

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the 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: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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

DATE SUBMITTED: January 8, 2025

BID PROPOSAL OF

Chinchor Electric, Inc.

Full Legal Company Name

1460 S Leavitt Ave, Orange City, FL 32763 386-774-1020

386-774-7223

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: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS 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)

\$ \$1,695,000.00
Total Lump Sum Bid Price (Numerical)

One Million Six Hundred Ninety Five Thousand and 00/100 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: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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

No.: 1 Date Received: 12/31/24

No.: 2 Date Received: 1/2/25

No.: _____ Date Received: _____

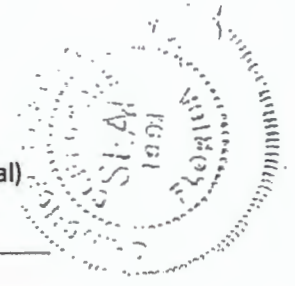
We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined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

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS



CORPORATE/COMPANY

Full Legal Company Name: Chinchor Electric, Inc. (Seal)

By: [Signature]
Signature of Authorized Representative

Tim Chinchor, President
(Name & Title typed or printed)

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

Address: 1460 S Leavitt Ave, Orange City, FL 32763

Telephone No.: (386) 774-1020 Fax No.: (386) 774-7223

Email Address for Authorized Company Representative: tichinchor@chinchoelectric.com

Federal I.D. Tax Number: 59-3044703 DUNS #: 783699176
(If applicable)

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

Authorized POC: Don Hasco Email Address for POC: dhasco@chinchoelectric.com
(Name typed or printed)

INDIVIDUAL

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

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.

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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 Volusia

The Undersigned authority, Tim Chinchor ("Affiant"), who being duly sworn, deposes and states that he/she is the President (Title) of the Bidder Chinchor Electric, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for IFB No: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS, 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 8th day of January, 2025.



Signature of Affiant

Tim Chinchor

Printed Name of Affiant

President

Printed Title of Affiant


Chinchor Electric, Inc.

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of January, 2025, by Affiant, who is personally known to me or has produced Self as identification.



PEYTON HICKOX
Notary Public
State of Florida
Comm# HH146746
Expires 6/28/2025



Notary Public
My Commission Expires: 6/28/2025

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

**ATTACHMENT "C"
LICENSE / CERTIFICATION LIST**

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

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

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License	59-3044703	Florida Division of Corporations	N/A
St. Johns County Local Business Tax Receipt	CONS-016043-2024	City of Orange City	9/30/2025
FDOT Pre-Qualification – Flexible Paving	F591233559003	FDOT	12/31/2025
FDOT Pre-Qualification – Drainage	F591233559003	FDOT	12/31/2025
FDOT Pre-Qualification – Pavement Marking	F812591906001	FDOT	12/31/2025
FDOT Pre-Qualification – Roadway Signing	F593044703003	FDOT	3/30/2025
FDOT Pre-Qualification – Sidewalk	F593044703003	FDOT	3/30/2025
FDOT Pre-Qualification – Traffic Signal	F593044703003	FDOT	3/30/2025

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

**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
Halifax Paving, Inc.	Paving	Tyler	estimating@halifaxpaving.net
P & P Striping LLC	Striping	jeo@pnpstriping.com	386-916-6426
Curb Systems N.E. FL	Concrete	Jennifer Judy Allgood	Jennifer@curbsystemsofnet.com 904-797-3700
Precision Contracting Services, Inc.	Fiber	Brandon Boyd	561-743-9737 Ext. 7109 bkboyd@pcsfiber.com
Future Works	Underground Conduit	Jean Jordan	904-529-8834 jjordan@futureworksfl.com
Cubic	Detection System	Tammy Fagan	954-837-3070 tamara.fagan@cubic.com
Millerbernd	Mast Arms	Martin Penhaligon	407-951-1634 MartinP@millerberndmfg.com
Temple	Signals	Keith Frasier	800-633-3221

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: IFB No 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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.

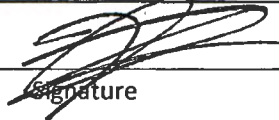
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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.

Full Legal Name of Bidder: Chinchor Electric, Inc.

Authorized Representative(s):  Tim Chinchor, President
Signature Print Name/Title

Signature

Print Name/Title

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

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

Chinchor Electric, Inc. does:

Full Legal Name of Bidder

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 of Bidder's Authorized Representative

January 8, 2025

Date

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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.

See attached

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

See attached

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.

None

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:
See attached

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)

Open Claim Summary - As of 11/4/2024					
Claimant:	Date of Loss:	Outstanding Reserves:	Total Payments:	Total Incurred:	Open / Closed Status:
<u>Florida Power & Light</u>	2/5/2024	\$ -	\$ -	\$ -	CLOSED
Total:		\$ -	\$ -	\$ -	

Open Claim Summary - As of 11/4/2024					
Claim Number:	GC033703				
Date of Loss:	2/5/2024				
Claimant:	Florida Power & Light				
Description:	Insured damaged claimants underground cable				
STATUS UPDATES:					
7/25/2024	Claimant filed this claim with the wrong company. They will be going after the subcontractor. The adjuster is monitoring the claim until next month and then the claim should be closed.				
10/22/2024	Claim is Closed				
Location:	Type:	Outstanding Reserves:	Total Payments:	Total Incurred:	Open / Closed Status:
	GL	\$ -	\$ -	\$ -	CLOSED

Open Claim Summary - As of 11/4/2024					
Claimant:	Date of Loss:	Outstanding Reserves:	Total Payments:	Total Incurred:	Open / Closed Status:
<u>John Fioretti & Toni Bell</u>	2/18/2022	\$ 525,195.71	\$ 205,272.88	\$ 730,468.59	OPEN
<u>Jaime Bustamante</u>	12/16/2022	\$ 206,121.91	\$ 50,719.13	\$ 256,841.04	OPEN
<u>William Joiner</u>	9/19/2023	\$ 72,039.05	\$ 8,315.72	\$ 80,354.77	OPEN
<u>Analuisa Jimenez</u>	1/17/2024	\$ 27,558.66	\$ 6,078.01	\$ 33,636.67	OPEN
<u>Multiple</u>	2/7/2024	\$ 31,253.70	\$ 27,999.67	\$ 59,253.37	OPEN
<u>Daniel Bravo Vicuna</u>	6/27/2024	\$ -	\$ 581.68	\$ 581.68	CLOSED
Total:		\$ 862,169.03	\$ 298,967.09	\$ 1,161,136.12	

Open Claim Summary - As of 11/4/2024					
Claim Number:	GC021937				
Date of Loss:	2/18/2022				
Claimant:	John Fioretti & Toni Bell				
Description:	Insureds vehicle rear-ended other vehicle				
STATUS UPDATES:					
5/26/2022	The adjuster completed the investigation. The physical damage portion of this claim has been settled and the claimant is currently still getting treatment.				
7/26/2022	The claimant is still in treatment and attorney represented.				
10/10/2022	There are two pending BI claims reserved at \$10,000 each and this claim is still open. In August, The claimants' attorney advised the claimant was still in treatment.				
1/5/2023	The claim is still open and the claimants are still in treatment.				
3/6/2023	Not much has changed since the last update. The claim is still open and the claimants are still in treatment.				
6/1/2023	The claim is still open and the claimants are still in treatment. There isn't much of an update.				
7/26/2023	Insured just received a summons and the adjuster is currently setting up defense counsel to respond.				
10/19/2023	The claim is currently in ligation and the adjuster is trying to get an IME set up for claimant John Fioretti.				
1/17/2024	This claim is in litigation and still open. The plaintiffs' attorney sent the adjuster settlement proposals for Toni Bell's claim totaling \$300,000. The suggestions were rejected because they value Ms. Bell's claim at \$75K. Regarding Mr. Fioretti's claim, Defense counsel is currently waiting to see if they will provide a demand for Mr. Fioretti and if they are interested in mediating the claims. Their response is pending.				
4/16/2024	Claim is still open and in litigation. Mediation is scheduled for mid June.				
7/24/2024	The claim is still open and in litigation. The adjuster has settled the bodily injury claim of Toni Bell for \$135K at mediation on 6/18/2024. Due to the demand remaining unreasonably high the adjuster could not settle the bodily injury claim for John Fioretti.				
10/25/2024	The adjuster spoke with defense counsel, and they are doing another round of surveillance on the plaintiff and discussing strategies to get this claim resolved.				
Location:	Type:	Outstanding Reserves:	Total Payments:	Total Incurred:	Open / Closed Status:
	AUTO	\$ 525,195.71	\$ 205,272.88	\$ 730,468.59	OPEN

Open Claim Summary - As of 11/4/2024

Claim Number:	GC025963				
Date of Loss:	12/16/2022				
Claimant:	Jaime Bustamante/Marie Mathis/ Chinchor				
Description:	3 car rear end accident				
STATUS UPDATES:					
1/11/2023	The Total Loss adjuster is finishing up the Total Loss for the Insured and claimant's Vehicles. The claimant does have an attorney but the adjuster still only has limited information on injuries and treatment.				
3/6/2023	The total loss adjuster is still working to settle the Claimants total loss. For back and neck problems, the claimant is receiving chiropractic care.				
6/1/2023	The claimant is still treating under the representation of counsel.				
7/26/2023	There is not much of an update. The claimant is still treating under the representation of counsel.				
10/19/2023	The claimant is still receiving treatment and has legal representation. Their client was advised to have surgery, according to the most recent report.				
1/17/2024	The claimant driver is still receiving treatment and has legal representation. Since the previous update, opposing counsel has not offered any updates.				
4/15/2024	The claimant is represented by counsel and is continuing treatment. Opposing counsel has not provided any updates recently.				
7/24/2024	There is one large Bodily Injury exposure. The adjuster was told from her counsel this month that she is done treating and they will be sending a demand package soon.				
10/23/2024	There is one remaining Bodily Injury exposure open and the adjuster thinks a demand package may be provided soon.				
Location:	Type:	Outstanding Reserves:	Total Payments:	Total Incurred:	Open / Closed Status:
	AUTO	\$ 206,121.91	\$ 50,719.13	\$ 256,841.04	OPEN

Open Claim Summary - As of 11/4/2024					
Claim Number:	GC030261				
Date of Loss:	9/19/2023				
Claimant:	William Joiner				
Description:	Insureds vehicle rear ended claimants vehicle				
STATUS UPDATES:					
1/17/2024	The claimant declined the adjusters offer of settlement, stating that he intends to start treatment although he still has not sought treatment as of yet. In the event that they reject the adjusters initial first offer, the adjuster has already sent a closure letter and plan to close the file. At this time the adjuster does not think they would have a productive claim if they were to attempt initial treatment months after the incident.				
4/15/2024	Claimant never received treatment and rejected any offer to settle claim. The adjuster is now closing the file.				
7/24/2024	Claim was reopened. The Property Damage portion of this claim is closed with a total paid of \$4,571.60. The adjuster is currently trying to resolve the Bodily Injury portion of the claim.				
10/23/2024	There is one pending Bodily Injury exposure open.				
Location:	Type:	Outstanding Reserves:	Total Payments:	Total Incurred:	Open / Closed Status:
	AUTO	\$ 72,039.05	\$ 8,315.72	\$ 80,354.77	OPEN

Open Claim Summary - As of 11/4/2024					
Claim Number:	GC031654				
Date of Loss:	1/17/2024				
Claimant:	Analuisa Jimenez				
Description:	Attorney letter received for an auto accident where OV rear ended IV				
STATUS UPDATES:					
1/31/2024	Claim was submitted to carrier				
2/16/2024	Claimant has sent a spoliation demand to insured. Adjuster is working on retaining pre-suit defense counsel.				
3/6/2024	Defense counsel has been assigned. Both defense counsel and opposing counsel is going to inspect both vehicles.				
7/23/2024	The adjuster is currently monitoring after circulating a liability denial.				
10/28/2024	The adjuster has received a demand package and is in settlement negotiations with the claimant attorney.				
Location:	Type:	Outstanding Reserves:	Total Payments:	Total Incurred:	Open / Closed Status:
	AUTO	\$ 27,558.66	\$ 6,078.01	\$ 33,636.67	OPEN

Open Claim Summary - As of 11/4/2024					
Claim Number:	GC031803				
Date of Loss:	2/7/2024				
Claimant:	Multiple				
Description:	Drive shaft came off insured vehicle causing damages to multiple vehicles behind				
STATUS UPDATES:					
2/12/2024	Claim was received and submitted to carrier.				
3/13/2024	A couple of cars are still finalizing repairs. There was one injury we are still waiting for treatment to end.				
7/24/2024	There is one last pending Bodily Injury and Property Damage exposure the adjuster is currently trying to resolve.				
10/23/2024	The claim is still open and the Bodily Injury exposure is still pending. The adjuster thinks he can resolve the claim in the next couple of months.				
Location:	Type:	Outstanding Reserves:	Total Payments:	Total Incurred:	Open / Closed Status:
	AUTO	\$ 31,253.70	\$ 27,999.67	\$ 59,253.37	OPEN

Open Claim Summary - As of 11/4/2024					
Claim Number:	GC033968				
Date of Loss:	6/27/2024				
Claimant:	Daniel Bravo Vicuna				
Description:	Another vehicle suddenly merged into insured's lane, causing a sideswipe collision on the passenger side				
STATUS UPDATES:					
7/23/2024	Claim was just filed with the carrier. Adjuster is getting all information together.				
10/22/2024	Claim is Closed				
Location:	Type:	Outstanding Reserves:	Total Payments:	Total Incurred:	Open / Closed Status:
	AUTO	\$ -	\$ 581.68	\$ 581.68	CLOSED

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS
ATTACHMENT "H"

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

I, Tim Chinchor ("Affiant"), being duly authorized by and on behalf of Chinchor Electric, Inc. ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: 1460 S Leavitt Ave, Orange City, FL 32763
2. I am duly authorized as President (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(9) 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.)**~~

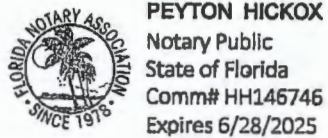
[Signature]
Signature of Affiant
Chinchor Electric, Inc.
Full Legal Name of Bidder

Tim Chinchor, President
Printed Name & Title of Affiant
January 8, 2025
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of January, 2025, by Affiant, who is personally known to me or has produced Self as identification.

[Signature]
Notary Public

01/08/2025
My Commission Expires



IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

**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): Tim Chinchor

SIGNATURE:  _____

TITLE: President

DATE: January 8, 2025

FULL LEGAL NAME OF PROVIDER:

Chinchor Electric, Inc.

1460 S Leavitt Ave

Orange City, FL 32763

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Volusia

I, Tim Chinchor (hereinafter "Affiant"), being duly authorized by and on behalf of Chinchor Electric, Inc. (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. 2049 (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 8th day of January, 2025.

[Signature]
Signature of Affiant

Tim Chinchor
Printed Name of Affiant

President
Printed Title of Affiant

Chinchor Electric, Inc.
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of January, 2025, by Affiant, who is personally known to me or has produced Self as identification.



PEYTON HICKOX
Notary Public
State of Florida
Comm# HH146746
Expires 6/28/2025

[Signature]
Notary Public
My Commission Expires: 6/28/2025

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

**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.

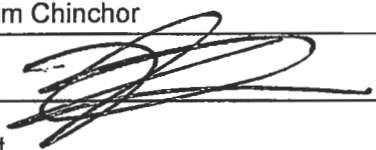
During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (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): Tim Chinchor

SIGNATURE:  _____

TITLE: President

FULL LEGAL NAME OF BIDDER: Chinchor Electric, Inc.

DATE: January 8, 2025

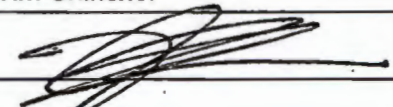
IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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): Tim Chinchor

SIGNATURE:  _____

TITLE: President

DATE: January 8, 2025

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Chinchor Electric, Inc.

1460 S Leavitt Ave

Orange City, FL 32763

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

ATTACHMENT "M"
AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Bidder, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this 8th day of January, 2025.

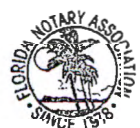
[Signature]
Signature of Affiant

Tim Chinchor
Printed Name of Affiant

President
Printed Title of Affiant

Chinchor Electric, Inc.
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of January, 2025, by Affiant, who is personally known to me or has produced SELF as identification.



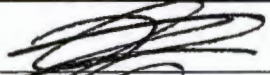

PEYTON HICKOX
Notary Public
State of Florida
Comm# HH146746
Expires 6/28/2025 35

[Signature]
Notary Public
My Commission Expires: 6/28/2025

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

**ATTACHMENT "N"
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 AUTHORIZED REPRESENTATIVE	TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE
1	12/31/24	<i>Tim Chinchor</i>	<i>President</i>	
2	1/2/25	<i>Tim Chinchor</i>	<i>President</i>	



ADDENDUM #1

December 31, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 2049 SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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 "N", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Clarifications:

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

1. There is no MOT provided in the plans.
 - The contractor is responsible for the setup of all MOT.
 - On sheet T-5, TEMPORARY TRAFFIC CONTROL NOTES, #4 the contractor shall have a FDOT certified temporary traffic control specialist during mot setup, breakdown, and daily maintenance.
 - On sheet T-6, Pay Item Notes, Pay Item 102-1 shall include the cost of all labor and equipment/materials required to maintain traffic through the work zone in accordance with FDOT standard plans index 102 series.

Questions/Answers:

The County provides the following answer to the question submitted below:

2. Can we have a lane closure during the median reconstruction?
 - Yes, as long as one lane remains open to continuous traffic in both directions on SR 207.
 - Under sheet T-5, Temporary Traffic Control Notes, #1 LANE CLOSURES AND DETOURS WILL NOT BE PERMITTED ON WEEKENDS OR HOLIDAYS, NOR WILL THEY BE PERMITTED DURING THE HOURS OF 6:30AM TO 7:30PM, FDOT may adjust these times to reflect actual field conditions. The contractor shall notify the Engineer, FDOT, and St. Johns County of any required lane closures at least one week prior.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, JANUARY 8, 2025 @ 2:00 PM EDST

END OF ADDENDUM NO. 1



ADDENDUM #2

January 2, 2025

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 2049 SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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 "N", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Clarifications:

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

1. This Addendum is to ensure that the contractor understands they will need to coordinate with FPL to get the lines deenergized when installing mast arm foundation and uprights during construction.
 - See revised Exhibit B attached.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, JANUARY 8, 2025 @ 2:00 PM EDST

END OF ADDENDUM NO. 2

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

BID BOND

Executed in 2 Counterparts

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Chinchor Electric, Inc. as Principal, and American Alternative Insurance Corporation as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amount Bid----- Dollars (\$ -----5%-----) 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 January 8, 2025.

For
SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS
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 January 8 A.D., 2025, 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: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

WITNESSES:

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

WITNESSES:

Katrina Qinton
corp. secretary

Chinchor Electric, Inc.
PRINCIPAL:

Chinchor Electric, Inc.
NAME OF FIRM:

[Signature]
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

PRESIDENT
TITLE

1460 S. Leavitt Avenue
BUSINESS ADDRESS

Orange City, FL 32763
CITY STATE

American Alternative Insurance Corporation
SURETY:

WITNESS:

Elizabeth Womack
Elizabeth Womack

American Alternative Insurance Corporation
CORPORATE SURETY

Jeffrey W. Reich Jeffrey W. Reich*
ATTORNEY-IN-FACT (AFFIX SEAL) & FL Licensed Resident Agent

555 College Road East
BUSINESS ADDRESS

Princeton, NJ 08543
CITY STATE

Florida Surety Bonds, Inc.
NAME OF LOCAL INSURANCE AGENCY

*Inquiries: 407-786-7770

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Kathryn Quintana
Signature of Secretary

Chinchor Electric Inc.
Full Legal Name of Corporation (Bidder)

STATE OF Florida

COUNTY OF Volusia

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, Tim Chinchor (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 8th day of January, 2025, by the Authorized Representative of Bidder, who is personally known to me or has produced self as identification. Type and Number of I.D. produced: _____.



PEYTON HICKOX
Notary Public
State of Florida
Comm# HH146746
Expires 6/28/2025

Peyton Hickox
Notary Public
My Commission Expires: 6/28/2025

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

American Alternative Insurance Corporation

BALANCE SHEET AS AT December 31, 2023

(Statutory Basis - USD)

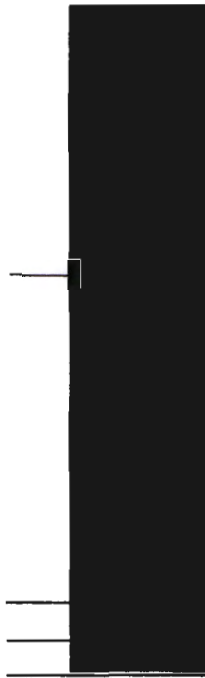
Assets

Cash and Invested Assets:

Cash & Cash Equivalents
 Bonds
 Preferred Stocks
 Common Stocks
 Real Estate (Company Occupied)
 Short Term Investments
 Other Invested Assets
 Receivable for Securities
 Total Cash and Invested Assets

Other Assets:

Premiums and Considerations
 Funds Held By Reinsured Companies
 Reinsurance Recoverable on Paid Losses
 Other Amounts Recoverable - Reinsurance
 Net Deferred Tax Asset
 Investment Income Due and Accrued
 Miscellaneous Assets
 Total Other Assets
 Total Admitted Assets



Liabilities, Capital and Surplus

Liabilities:

Outstanding Losses and Loss Expense
 Unearned Premiums
 Funds Held Under Reinsurance Treaties
 Loss Balances In course of Payment
 Ceded Reinsurance Premiums Payable
 Commissions, Taxes and Other Liabilities
 Total Liabilities

Capital and Surplus:

Common Capital Stock
 Paid-In Surplus
 Special Surplus Funds
 Surplus Note
 Unassigned Surplus
 Total Capital and Surplus
 Total Liabilities, Capital and Surplus



Valuation of securities on National Association of Insurance Commissioners basis

STATE OF NEW JERSEY
 COUNTY OF MIDDLESEX

} SS.:

I, IGNACIO RIVERA, Secretary of American Alternative Insurance Corporation, a Delaware Corporation, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Corporation, as of December 31, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at PRINCETON, NJ this 31st day of December, 2023.



Secretary

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Sarah K. O'Linn; Susan L. Reich; Kim E. Niv; Terese L. Durham; Jeffrey W. Reich; Robert P. O'Linn; Gloria A. Richards; Emily J. Golecki; Lisa A. Roseland; Cheryl A. Foley; Nathan K. Reich; Sonja Amanda Floree Harris; and Lauren Reich

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner

Michael G. Kerner
President

Attest:

Ignacio Rivera

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 24th day of January, 2025

AMERICAN ALTERNATIVE INSURANCE CORPORATION



Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 FDI)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1



FLORIDA SURETY BONDS, INC.

Phone 407-786-7770

Maitland, FL



FLORIDA SURETY BONDS, INC.

Maitland, FL
407-786-7770

www.FloridaSuretyBonds.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
CHINCHOR ELECTRIC, INC.

Filing Information

Document Number	S19759
FE/EIN Number	59-3044703
Date Filed	12/17/1990
Effective Date	01/01/1991
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/21/2021
Event Effective Date	NONE

Principal Address:

1460 South Leavitt Ave
ORANGE CITY, FL 32763

Changed: 10/01/2021

Mailing Address

1460 South Leavitt Ave
ORANGE CITY, FL 32763

Changed: 10/01/2021

Registered Agent Name & Address

CHINCHOR, TIMOTHY Z.
1460 SOUTH LEAVITT AVENUE
ORANGE CITY, FL. 32763

Address Changed: 11/03/2021

Officer/Director Detail

Name & Address

Title President, Director

CHINCHOR, TIMOTHY I
1460 SOUTH LEAVITT AVENUE
ORANGE CITY, FL 32763

Title CEO, Chairman

CHINCHOR, TIMOTHY Z
1460 SOUTH LEAVITT AVENUE
ORANGE CITY, FL 32763

Title Director

HASCO, DONALD J
1460 SOUTH LEAVITT AVE
ORANGE CITY, FL 32763

Title Director

FUDGE, BRETON R
1460 SOUTH LEAVITT AVE
ORANGE CITY, FL 32763

Title VP, Director

CHINCHOR, DANIEL S.
1460 SOUTH LEAVITT AVE
ORANGE CITY, FL 32763

Title CFO, Director

SURMIAK, ZACHARY D
1460 SOUTH LEAVITT AVE
ORANGE CITY, FL 32763

Title VP, Director

ANSELMO, MARIAH
1460 South Leavitt Ave
ORANGE CITY, FL 32763

Title Secretary, Director

QUINTANA, KATHRYN M
1460 SOUTH LEAVITT AVE
ORANGE CITY, FL 32763

Title Director

SILVA, ROBERT B.
1460 SOUTH LEAVITT AVE
ORANGE CITY, FL 32763

Annual Reports

Report Year Filed Date

2022	03/09/2022
2023	02/28/2023
2024	01/18/2024

Document Images

01/18/2024 -- ANNUAL REPORT	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
03/09/2022 -- ANNUAL REPORT	View image in PDF format
11/03/2021 -- Reg. Agent Change	View image in PDF format
09/21/2021 -- Amendment	View image in PDF format
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01/16/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
03/10/2015 -- Amendment	View image in PDF format
02/27/2015 -- ANNUAL REPORT	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
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05/07/1997 -- ANNUAL REPORT	View image in PDF format
08/05/1996 -- ANNUAL REPORT	View image in PDF format
04/28/1995 -- ANNUAL REPORT	View image in PDF format



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 05, 2024

CHINCHOR ELECTRIC INC.
1460 S. LEAVITT AVE.
ORANGE CITY, FLORIDA 32763

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:

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

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2025**.

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

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

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

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

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

1/7/2025 1:32:41 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

1/7/2025 10:11:55 AM EST

[Return to Inquiry Menu](#)

Contractor with Name HALIFAX PAVING, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
HALIFAX PAVING, INC. F591233559003 EXPIRES: 12/30/2025	870 HULL ROAD BOX 730549 ORMOND BEACH, FL 32174 (386)676-0200	870 HULL ROAD ORMOND BEACH, FL 32174 (386)676-0200
WORK CLASSES DRAINAGE GRADING HOT PLANT-MIXED BITUM. COURSES * Concrete Traffic Separator, Curb & Gutter, Milling.		
FLEXIBLE PAVING GRASSING, SEEDING AND SODDING SIDEWALK		



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](#)





City of Orange City
205 E. Graves Ave.
Orange City FL, 32763
386-775-5403

BUSINESS TAX RECEIPT

SIGN TAG - PAID

Business Name: Chinchor Electric
DBA: Chinchor Electric
Business Location: 1440-1460 S Leavitt AVE
Orange City, FL 32763

Business Type(s): 238990 All Other Specialty Trade
Contractors

Mailing Address: 1460 S Leavitt AVE
Enterprise, FL 32763

Owner:

License Number: CONS-016043-2024
Issued Date: 10/1/2024
Expiration Date: 9/30/2025

License Type: Construction
Classification: Contractor - Sub
Fees Paid: \$321.25

Signature

TO BE POSTED IN A CONSPICUOUS PLACE



City of Orange City
205 E. Graves Avenue
Orange City, FL 32763
(386) 775-5400

Receipt Number: R00096119

Cashier Name: RB

Terminal Number: 4

Receipt Date: 7/29/2024 4:35:06 PM

Trans Code: ENERGOV [CC] - EnerGov Receipt - City C Account: INV-00019385 Chinchor Electric \$321.25

INV-00019385 321.25

- CAINVOICEFEE 60.0000

- CAINVOICEFEE 140.0000

- CAINVOICEFEE 121.2500

Total Applied Amount: \$321.25

Payment Method: Check

Payor: Chinchor Electric

Reference: 006815

Amount: \$321.25

Total Payment Received: \$321.25

Change: \$0.00

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

PROJECT EXPERIENCE

Project: T5689 – SR421
Location: Port Orange, FL
Duration: 2020-2022
Contract Amount: \$1,568,188.82
Architect Name & Phone: Phuc Duong 813-882-4366
Contact Name & Phone: Rick Coe 386-527-3831

Project: E5Z62 – SR40 Adaptive
Location: Ormond Beach, FL
Duration: 2020-2022
Contract Amount: \$1,685,555.77
Architect Name & Phone: Alex Mims 386-753-0558
Contact Name & Phone: Rick Coe 386-527-3831

Project T5679 – SR3
Location: Merritt Island, FL
Duration: 2020-2022
Contract Amount: \$1,585,055.95
Architect Name & Phone: Felix Ly 407-644-1898
Contact Name & Phone: Sam Saleh 407-467-6250

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

Location: St. Johns County, FL
Duration: 2023-2024
Contract Amount: \$982,191.70
Contact Name & Email: Diana Fye dfye@sjcfl.us

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED CHINCHOR ELECTRIC, INC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

INSURER D - PROFESSIONAL/POLLUTION LIABILITY

POLICY NUMBER: B0621PCHIN000224

08/30/2024 TO 08/30/2025

PER OCCURENCE: \$1,000,000

AGGREGATE: \$2,000,000

INSURER- E - EXCESS LIABILITY

POLICY NUMBER: 7034541076

08/30/2024 TO 08/30/2025

\$5,000,000 OCC/\$5,000,000 AGG

INSURER F - CYBER LIABILITY

POLICY NUMBER: 107844795

08/30/2024 - 08/30/2025

PER OCCURRENCE: \$2,000,000

AGGREGATE: \$2,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:

- 1.) HIIG CG2007 1018 - PER PROJECT AGGREGATE; CAP AMOUNT \$15M
- 2.) CG2010 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
- 3.) CG2037 1219 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
- 4.) CG2028 1219 - ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT
- 5.) CG2011 1219 - ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
- 6.) CG HIIG FL 20 22 0316 - CONTRACTOR BROADENING ENDORSEMENTS (ADDITIONAL INSURED-VENDORS)
- 7.) CG2032 1219 - ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED
- 8.) CG2404 1219 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 9.) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
- 10.) CG 02 24 10 93 - EARLIER NOTICE OF CANCELLATION PROVIDED BY US
- 11.) CG2417 1001 - CONTRACTUAL LIABILITY - RAILROADS

AUTO LIABILITY:

- 1.) CA2048 1013 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE
- 2.) CA0444 1013 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 3.) CA0448 1116 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
- 4.) CA 04 22 11 20 - EARLIER NOTICE OF CANCELLATION PROVIDED BY US
- 5.) CA2070 1013 - COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS
- 6.) CA 02 02 11 20 - LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

WORKERS COMPENSATION:

- 1.) WC000313 0484-WAIVER OF OUR RIGHT TO RECOVER FROM THE OTHERS ENDORSEMENT

UMBRELLA LIABILITY:

- 1.) CX0001 0413 - COMMERCIAL EXCESS LIABILITY COVERAGE FORM (FOLLOW FORM FOR ADDITIONAL INSURED AND WAIVER OF SUBROGATION)
- 2.) SKWD CS 2058 0522 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
- 3.) IL1207 0702 - FLORIDA POLICY CHANGES - (3RD PARTY NOTICE OF CANCELLATION)

THE EXCESS POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY. THE INSURANCE UNDER THIS POLICY WILL FOLLOW THE SAME PROVISIONS, EXCLUSIONS, CONDITIONS AND LIMITATIONS THAT ARE CONTAINED IN THE APPLICABLE CONTROLLING UNDERLYING INSURANCE, UNLESS OTHERWISE DIRECTED BY THIS POLICY.

EQUIPMENT:

- 1.) HCM 050 0319-BLANKET LOSS PAYEE

POLLUTION:

- 1.) B0621PCHIN000223 - DESIGN BUILD AND CONTRACTORS PROFESSIONAL LIABILITY, CONTRACTORS POLLUTION LIABILITY, CONTRACTORS MICROBIAL CONDITION LIABILITY, TRANSPORTATION POLLUTION LIABILITY, NON-OWNED DISPOSAL SITE TECHNOLOGY BASED SERVICES, EMERGENCY POLLUTION REMEDIATION EXPENSES, DRONE LIABILITY, TECHNOLOGY-BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, AND MULTIMEDIA AND ADVERTISING AND PRIVACY LIABILITY INSURANCE (ADDITIONAL INSURED, WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss to furnish the waiver.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Chinchor Electric Inc.

Endorsement Effective Date: 8/30/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

Blanket as required by written contract or written agreement executed prior to a loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Chinchor Electric Inc.
Endorsement Effective Date: 8/30/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization in which the Named Insured has agreed in written contract or written agreement executed prior to a loss to furnish this waiver.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

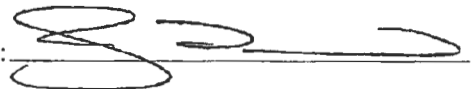
Date Prepared: June 6, 2024

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: August 30, 2024

Policy Number: 196-55876

Countersigned by: _____

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

Insured: CHINCHOR ELECTRIC, INC.

WC 00 03 13 (Ed. 4-84)

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

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

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

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

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought, or number of vehicles involved;
 - c. Persons or organizations making claims or bringing suits; or
 - d. Limits available under any "controlling underlying insurance".
2. The Limits of Insurance of this Coverage Part will apply as follows:
 - a. This insurance only applies in excess of the "retained limit".
 - b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
 - c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
 - d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.



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

INVITATION FOR BIDS NO: 2049

SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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PART 1 – 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 applicable 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) BIDDER’S REPRESENTATION

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided herein, or as otherwise provided in an Addendum. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

4) 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.

5) 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.

6) 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.

7) DESIGNATED POINT OF CONTACT

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

8) LOBBYING PROHIBITION

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

9) PRE-BID MEETING

There will be a **Non-Mandatory** Pre-Bid Meeting on **Tuesday, December 3, 2024 at 10:00 AM EST** in the Public Works Main Conference Room at the St. Johns County Public Works Department, 2750 Industry Center Road, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Meeting in order to be eligible to submit a bid for this project. Bidders and sub-contractors are highly encouraged to visit the site prior to the Pre-Bid Meeting to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

10) QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than Four o'clock (**4:00PM**) EST on **Wednesday, December 11, 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.

11) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the 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 "N"** – Acknowledgement of Addenda with the sealed Bid.

12) BID SUBMITTAL REQUIREMENTS

The Submittal Deadline for Bids shall be no later than two o'clock (**2:00PM EST**) on **Wednesday, January 8, 2025**. 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: 2049; SR 207 at Brinkhoff Rd Intersection Improvements**". 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.

13) BID SECURITY

Each submitted Bid must be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of **five percent (5%) of the Total 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.

14) BID BOND INSTRUCTIONS

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

- Type or Print Bidder's and Surety's names, mailing addresses, in the same language as in the 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.

15) SURETY REQUIREMENTS

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

- Surety must be licensed to do business in the State of Florida;
- Surety must have a record of successful continuous operations for at least three (3) years;
- Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
- Surety must have fulfilled all of its obligations on all other bonds given to the County;
- Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

16) BID POSTPONEMENT/CANCELLATION

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

17) MODIFICATION OR WITHDRAWAL OF BID

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

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

18) COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

19) CONSIDERATION OF BIDS

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

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

Bid Award: It is the intent of the County to award to the lowest, responsive, responsible Bidder(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.

20) 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

The following are minimum qualification requirements that Bidders must meet in order to be considered responsible to perform the work specified in this IFB. Bidders must submit sufficient documentation in their Bid Submittal, to clearly demonstrate that the Bidder meets or exceeds the following minimum qualification requirements:

- a. Must have an active registration with the State of Florida, Department of State, Division of Corporations (www.sunbiz.org); and
- b. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award;
- c. The Bidder or any proposed sub-contractor performing any work in the following work classes must be currently Florida Department of Transportation (FDOT) pre-qualified: (1) Flexible Paving, (2) Drainage, (28) Pavement Marking, (38) Roadway Signing, (40) Sidewalk, 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.
- d. **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. Failure to submit documentation to demonstrate experience as stated above shall cause a Bid to be disqualified.

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.

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 **One Hundred Eighty (180)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to achieve Substantial Completion or Final Completion of the Work by its applicable date, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety shall pay to the County, not as a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County’s rights of termination and Contractor’s obligation to complete the Work. Should Contractor fall behind the approved Work schedule, the County reserves the right to deduct Liquidated Damages based on an estimated period of late completion, the amount so due as determined by the following schedule based on the Florida Department of Transportation (FDOT) 23-24 Standard Specifications Book for Road & Bridge Construction:

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

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

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

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

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written

Hazardous Communication Program and informed where to locate SDS.

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

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

32) TERMINATION

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, 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
ATTN: Darren Shannon, Project Manager
2750 Industry Center Road
St. Augustine, FL 32084
Email Address: dshannon@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, Email Address)
- 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 the awarded 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.

The Contractor shall procure and maintain during the life of the awarded 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 the awarded 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.

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.

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 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 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. 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.

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**

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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

PROJECT: SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS 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.

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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 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.

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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.

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS**, 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 Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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)

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**ATTACHMENT "C"
LICENSE / CERTIFICATION LIST**

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

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

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License			
St. Johns County Local Business Tax Receipt			
FDOT Pre-Qualification – Flexible Paving			
FDOT Pre-Qualification – Drainage			
FDOT Pre-Qualification – Pavement Marking			
FDOT Pre-Qualification – Roadway Signing			
FDOT Pre-Qualification – Sidewalk			
FDOT Pre-Qualification – Traffic Signal			

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

**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

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

**ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, IFB) Number/Description: IFB No 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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.

Full Legal Name of Bidder: _____

Authorized Representative(s):

_____	_____
Signature	Print Name/Title
_____	_____
Signature	Print Name/Title

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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

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

_____ does:

Full Legal Name of Bidder

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 of Bidder's Authorized Representative

Date

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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)

**IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS
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

IFB NO: 2049; SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

**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: _____

FULL LEGAL NAME OF PROVIDER:

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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 Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

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**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: _____

FULL LEGAL NAME OF BIDDER: _____

DATE: _____

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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:

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ATTACHMENT "M"
AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Bidder, I certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Bidder

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

Notary Public
My Commission Expires: _____

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**ATTACHMENT "N"
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 AUTHORIZED REPRESENTATIVE	TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

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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
SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS
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.

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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: 2049
IFB TITLE:	SR 207 at Brinkhoff Rd Intersection Improvements
DUE DATE/TIME:	By 2:00PM EST – January 8, 2025
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

SR207 at Brinkhoff Rd Intersection Improvement

SCOPE OF WORK:

This CIP is for construction of the FDOT approved intersection improvements and signalization at SR 207 / Brinkhoff Rd. / Twin Lakes Dr. The approved ICE conceptual plan is for a through-cut, 3-phase traffic signal.

The Contractor shall be responsible for providing any and all labor, materials, and equipment required in the contract documents. This project includes but not limited to reconstruction of roadway, installation of new curb ramps, sidewalks, and pedestrian features, mast arms, lighting, conduit, pull boxes, controller cabinet, vehicle detection, etc... The intersection is to remain fully signalized throughout construction. This project shall be in accordance with FY 2023-2024 edition of the Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD").

GENERAL NOTES

1. ST. JOHNS COUNTY SHALL BE INFORMED ANY TIME THE CONTRACTOR IS ON THE JOB SITE PERFORMING CONSTRUCTION SHOULD ST. JOHNS COUNTY WISH TO HAVE AN INSPECTOR ON THE SITE. CONTACT 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, SETTING POLES, INSTALLING SIGNAL HEAD ASSEMBLIES, CUTTING LOOPS, INSTALLING VIDEO DETECTION.
3. NO POLYCARBONATE HOUSING OR MOUNTING HARDWARE SHALL BE PERMITTED.
4. ALL SIGNAL HEADS SHALL BE BLACK ALUMINUM.
5. AT THE TIME OF FINAL PROJECT INSPECTION, THE CONTRACTOR SHALL FURNISH TWO COMPLETE SETS OF SIGNED 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. ST. JOHNS COUNTY RETAINS THE RIGHT TO EITHER ACCEPT OR REFUSE REMOVED EQUIPMENT. IF ST. JOHNS COUNTY ELECTS TO REFUSE REMOVED EQUIPMENT, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL WORK AND COSTS ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF EQUIPMENT. ALL REMOVED EQUIPMENT THAT IS BEING TURNED OVER TO ST. JOHNS COUNTY SHALL BE DELIVERED TO A DESIGNATED LOCATION SET BY ST. JOHNS COUNTY.
9. ONE SPARE CONDUIT SHALL BE STUBBED AND CAPPED IN EACH OF THE PULL BOXES THAT HAS CONDUIT TO THE CABINET.
10. TWO MANUAL PUSHBUTTON CORDS, TWO KEYS FOR THE CABINET, AND TWO KEYS FOR THE POLICE PANEL DOOR SHALL BE FURNISHED.
11. UNLESS SPECIFIED OTHERWISE, ALL PULL BOX COVERS TO BE FURNISHED AND INSTALLED SHALL BE NON-METALLIC AND SHALL INCLUDE THE RECESSED LOGO "TRAFFIC SIGNALS".
12. DETECTION, SIGNAL CABLE, AND ELECTRICAL SERVICE WIRE SHALL BE RUN IN SEPARATE CONDUIT AND PULL BOXES.

SR207 at Brinkhoff Rd Intersection Improvement

13. ST. JOHNS COUNTY TRAFFIC OPERATIONS WILL APPROVE ANY POWER SERVICE CONNECTIONS PRIOR TO INSTALLATION AND CONNECTION. IF A SERVICE PROCESSING FEE IS REQUIRED, THE FEE SHALL BE INCLUDED AS PART OF PAYMENT FOR ELECTRICAL POWER SERVICE ASSEMBLY BY THE CONTRACTOR AND SHALL BE RESPONSIBLE FOR THE BALANCE OF THE FEE.
14. IF A POWER METER IS REQUIRED, THE METER BASE SHALL BE INSTALLED PER FDOT STANDARD PLANS INDEX 639-002 FIGURE B OR FIGURE D AND MEET THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 639 NOT ATTACHED TO THE SIGNAL POLES OR CABINET. THE CONTRACTOR SHALL ALSO USE AND INSTALL ANY EQUIPMENT THAT MEETS THE LOCAL UTILITIES REQUIREMENTS.
15. 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 FOR APPROVAL BY ST. JOHNS COUNTY TRAFFIC OPERATIONS.
16. ANY EQUIPMENT USED FOR CONSTRUCTION SHALL BE SUBMITTED TO ST. JOHNS COUNTY TRAFFIC OPERATIONS AND THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND EXCAVATING TO A DEPTH OF 5 FEET AT EACH POLE LOCATION TO EXPOSE EXISTING UNDERGROUND UTILITIES AND FOR COORDINATING WITH ALL UTILITY COMPANIES PRIOR TO ORDERING THE SHOP DRAWING FOR THE MAST ARMS. THE CONTRACTOR SHOULD ANTICIPATE UP TO THREE EXCAVATIONS PER LOCATION THAT MAY BE REQUIRED. THE COST FOR HAND EXCAVATING AND TEMPORARILY BACKFILLING THE PROPOSED FOUNDATION LOCATIONS (PRIOR TO FOUNDATION CONSTRUCTION) SHALL BE INCLUDED IN THE PRICE FOR THE MAST ARMS.
18. THE CONTRACTOR SHALL CONTACT LOCAL UTILITY COMPANIES TO DETERMINE THE LOCATION OF UNDERGROUND UTILITIES.
19. THE CONTRACTOR INSTALLING MAST ARMS SHALL NOT DRILL OR OTHERWISE MODIFY MAST ARM BASES OR MATCHING PLATES IN ORDER TO "MAKE IT FIT" WITHOUT THE ENGINEER OF RECORD, ST. JOHNS COUNTY, AND THE MANUFACTURE'S APPROVAL IN WRITING. EACH RESERVE THE RIGHT TO DENY THE MODIFICATION FOR ANY REASON. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE DRILLED SHAFT FOUNDATION, THE MAST ARM, AND THE MAST ARM BASE ARE BUILT CORRECTLY.
20. ALL SIGNAL AND PEDESTRIAN INDICATIONS SHALL HAVE L.E.D. DISPLAYS. PEDESTRIAN INDICATIONS SHALL HAVE A COUNTDOWN TIMER.
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. EACH POLE AND MAST ARM SHALL BE IDENTIFIED WITH A PERMANENT 1-INCH HIGH ENGRAVED OR IMPRESSED MARK WHICH CONTAINS ALL REQUIRED IDENTIFICATION INFORMATION.
23. ONCE THE SIGNAL HEADS ARE INSTALLED, THE CONTRACTOR SHALL BAG EACH HEAD. THE PROPOSED BAGGING MATERIAL SHALL BE DURABLE AND DESIGNED FOR LONG-TERM APPLICATION. NO PLASTIC GARBAGE BAGS OR TAPE SHALL BE USED.

SR207 at Brinkhoff Rd Intersection Improvement

24. A NO. 14 AWG INSULATED STRANDED COPPER WIRE SHALL BE PULLED IN THE SAME CONDUIT AS THE FIBER OPTIC CABLE. PULL BOX TO PULL BOX AND NOT INTO THE CABINET.
25. THE TRAFFIC SIGNAL HEADS SHALL BE MOUNTED VERTICAL.
26. THE CONTRACTOR SHALL USE A FLORIDA REGISTERED AND FDOT PREQUALIFIED GEOTECHNICAL ENGINEERING FIRM FOR TESTING AND QA/QC INCLUDING BUT NOT LIMITED TO DRILLED SHAFT INSPECTION WITH CROSS SONIC LOGGING, CONCRETE SLUMP, AND TEMPERATURE.
27. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF QUALITY CONTROL TESTING LOCATIONS AND TIMES AT LEAST ONE BUSINESS DAY PRIOR. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND ST. JOHNS COUNTY A COPY OF TEST RESULTS AND REPORTS WITHIN ONE BUSINESS DAY OF RECEIPT.
28. THE CONTRACTOR SHALL PROVIDE A STAGING AREA FOR ALL MATERIALS. NO MATERIALS OR EQUIPMENT SHALL BE STORED WITHIN THE RIGHT-OF-WAY.
29. ALL EXCAVATORS ARE REQUIRED TO CONTACT THE SUNSHINE STATE ONE CALL OF FLORIDA, PHONE NUMBER 1 (800) 432-4770 OR 811 A MINIMUM OF TWO WORKING DAYS (EXCLUDING WEEKENDS) IN ADVANCE OF COMMENCEMENT OF EXCAVATION TO ENSURE FACILITIES ARE LOCATED ACCURATELY.
30. CONDUCT ALL LOCATIONS AND EXCAVATIONS IN ACCORDANCE WITH THE FLORIDA STATUTE 556 OF THE UNDERGROUND FACILITIES DAMAGE PREVENTION & SAFETY ACT AND ALL LOCAL CITY AND COUNTY ORDINANCES THAT MAY APPLY.
31. ALL AREAS OF DISTURBED EXISTING OR PROPOSED CITY, COUNTY, OR STATE RIGHT-OF-WAY SHALL BE SODDED.
32. THE ENGINEER OF RECORD SHALL BE GIVEN (4 8 HOURS) OF ALL MEETINGS AND/OR TESTING MEASURES RELATED TO SAID PROJECT.
33. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE/SHE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME.
34. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES, SURVEY MONUMENTS, MARKERS, CORNERS, AND EXISTING FEATURES IN THE AREA. ANY DAMAGE SHALL BE REPLACED/REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC SIGNAL HEAD ALIGNMENT AND LOCATION FOR INTERIM MOT AND FINAL INSPECTIONS. ST. JOHNS COUNTY SHALL NOT BE CHARGED TO ADJUST THE HEADS AS REQUIRED.

SR207 at Brinkhoff Rd Intersection Improvement

36. REMOVAL OF PAVEMENT MARKINGS SHALL NOT SIGNIFICANTLY ALTER THE PAVEMENT TEXTURE.
37. THE CONTRACTOR SHALL HAVE A CERTIFIED IMSA ROADWAY LIGHTING TECHNICIAN AND TRAFFIC SIGNAL CONSTRUCTION TECHNICIAN ON SITE OVERSEEING THE SIGNAL INSTALLATION.
38. THE CONTRACTOR SHALL SCHEDULE AN INSPECTION WITH ST. JOHNS COUNTY AT 90% COMPLETION OF CONSTRUCTION.
39. ALL ASSOCIATED EQUIPMENT SHALL BE COMPATIBLE WITH THE ST. JOHNS COUNTY TRAFFIC MANAGEMENT CENTER'S TRAFFICWARE ATMS.NOW CENTRAL SOFTWARE.
40. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILITIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT.
THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS.
MICHAEL BROWN, PSM.
P.S.M. NO.: 6990
DRMP
2804 NORTH 5TH STREET, ST. AUGUSTINE, FLORIDA 32084
LICENSED BUSINESS NO.: 2648
41. SAWCUT ALL LOCATIONS WHERE EXISTING CURB AND GUTTER IS TO BE REPLACED.
42. NOTIFY THE DEPARTMENT OF TRANSPORTATION MAINTENANCE OFFICE AT LEAST 48 HOURS IN ADVANCE OF STARTING PROPOSED WORK. FDOT CONTACT PAUL HARVEY 386-614-6513.

TEMPORARY TRAFFIC CONTROL NOTES

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX 102-600 SERIES.
2. MAINTAIN EXISTING POSTED SPEED LIMIT OF 45 MPH ON SR 207 FOR DURATION OF PROJECT.
3. LANE CLOSURES AND DETOURS WILL NOT BE PERMITTED ON WEEKENDS OR HOLIDAYS, NOR WILL THEY BE PERMITTED DURING THE HOURS OF 6:30AM TO 7:30PM. FDOT MAY ADJUST THESE TIMES TO REFLECT ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, FDOT, AND ST. JOHNS COUNTY OF ANY REQUIRED LANE CLOSURES AT LEAST ONE WEEK PRIOR.
4. THE CONTRACTOR SHALL HAVE A FDOT CERTIFIED TEMPORARY TRAFFIC CONTROL SPECIALIST DURING MOT SETUP, BREAKDOWN, AND DAILY MAINTENANCE.
5. IF OFF-DUTY LAW ENFORCEMENT OFFICER IS NEEDED, IT SHALL BE PROVIDED AT THE CONTRACTOR'S EXPENSE. OFF-DUTY LAW ENFORCEMENT OFFICERS CAN BE OBTAINED FROM THE OFFICE OF THE ST. JOHNS COUNTY SHERIFF BY CONTACTING COMMUNICATIONS AT (904) 810-6671.

PAY ITEM NOTES

PAY ITEM 102-1:

SHALL INCLUDE THE COST OF ALL LABOR AND EQUIPMENT/MATERIALS REQUIRED TO MAINTAIN TRAFFIC THROUGH THE WORK ZONE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102 SERIES.

PAY ITEM 102-99:

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SHALL INCLUDE THE COST OF PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ON BOTH APPROACHES TO THE INTERSECTION ON SR 207 FOR 7 DAYS PRIOR TO SIGNAL TURN ON AND 7 DAYS FOLLOWING SIGNAL TURN ON.

- PRIOR TO SIGNAL TURN ON, THE FOLLOWING ALTERNATING MESSAGES SHALL BE DISPLAYED:
MESSAGE 1 "NEW TRAFIC SIGNAL" & MESSAGE 2 "MONTH START DATE"
- FOLLOWING SIGNAL TURN ON, THE FOLLOWING ALTERNATING MESSAGES SHALL BE DISPLAYED:
MESSAGE 1 "TRAFIC SIGNAL AHEAD" & MESSAGE 2 "USE CAUTION"

PAY ITEMS 633-1-122:

SHALL BE 48-COUNT SINGLE MODE FIBER OPTIC CABLE

PAY ITEMS 660-4-11 AND 660-4-12:

CAMERA V1 AND V5 SHALL BE GRIDSMART SMART MOUNT KIT W/CAM ERA (GS-3-SMK). CAMERAS V2 AND V6 SHALL BE GRIDSMART ADVANCED CAMERA FIBER (GS-3-SMA-F). CONTACT CUBIC AT 904-613-9331 TO ARRANGE FOR ORDER AND INSTALLATION. ALL DETECTION CAMERAS SHALL BE GRID SMART AND CONNECTED VIA FIBER.

PAY ITEM 670-5-111:

SHALL INCLUDE THE FOLLOWING:

- TRAFFICWARE GROUP WIRED CABINET ASSEMBLY TS2 SIZE 6 CABINET WITH TRAFFICWARE GROUP CONTROLLER-NEMA TS2
- TRAFFICWARE GROUP TS2 TYPE 2 MODEL 981- SHELF MOUNTED COMMANDER ATC CONTROLLER
- EDI MMU2-16LEIP
- ONE AUTOMATIC GENERATOR HOOK-UP (ON SIDE OF CABINET)
- 16 NEMA LOAD SWITCHES
- ONE NEMA FLASHER
- FIVE FLASH TRANSFER RELAYS
- ONE LUMINAIRE INTERFACE ON POWER PANEL
- ONE NAZTEC TS2 CABINET POWER SUPPLY MODEL: TS2/CAB/PS
- ONE 16-CHANNEL DETECTOR RACK
- ONE 4-CHANNEL PED ISOLATION CARD
- ONE 2-CHANNEL OPTICOM RACK AND FIELD PANEL
- ONE 16-CHANNEL LOOP DETECTOR PANEL WITH 16 SRA-6LC SURGE ARRESTORS (ARRESTORS WILL BE PLACED ON THE FRONT OF THE LOOP DETECTOR PANEL)
- ONE SET OF FDOT SPEC LOAD RESISTORS FOR THE BACK PANEL
- ONE BALL BEARING ROLLER DRAWER
- ONE MANUAL CORD
- NAZTEC 2-CHANNEL TS2 TIME DELAY DETECTOR MODEL: 722L
- TWO SETS OF CABINET DRAWINGS
- ONE SET OF OPERATION MANUALS FOR EACH DEVICE

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- TWO SET OF KEYS (TWO CONTROLLER DOOR AND TWO POLICE ACCESS KEYS)
- ONE PRE-EMPT PANEL (2-CHANNEL MINIMUM)
- FOUR 100 AMP-HOUR BATTERIES MODEL: ALPHA 210GXL

PAY ITEM 682-1-133: SHALL BE A BOSCH PAN TILT ZOOM HD CAMERA.

PAY ITEM 684-1-1:

SHALL BE A ITS EXPRESS 8040 SWITCH.

SHALL BE CONNECTED VIA COMCAST MODEM

SHALL HAVE FORTINET F60 ROUTER

PAY ITEM 685-1-11:

SHALL BE A TEMPLE UNINTERRUPTIBLE POWER SUPPLY MODEL FXM 2000. SYSTEM SHALL BE INSTALLED AND HOUSED IN A SEPARATE CABINET FROM THE TRAFFIC CONTROLLER CABINET ASSEMBLY.

Utility Notes

1. 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.

2. Utility agency owners per dig ticket:

COMCAST CABLE	(904) 738-6898
FPL ELECTRIC	(386) 586-6403
TECO PEOPLES GAS	(813) 275-3783
AT&T TELEPHONE	(561) 683-2729
ST. JOHNS COUNTY UTILITY DEPARTMENT	(904) 209-2624
UNITI FIBER LLC	(251) 241-7059

DIRECTIONAL BORE NOTES

1. WHEN PERFORMING A HORIZONTAL DIRECTIONAL DRILLING (HDD) OPERATION, THE UTILITY/AGENCY OWNER (UAO) SHALL RESTRICT THE BORED DIAMETER TO THE MAXIMUM DIAMETER ALLOWED FOR THE DIAMETER OF THE UTILITY BEING INSTALLED. THE UTILITY DIAMETER IS THE CASING DIAMETER WHEN CASING IS USED. FOR UTILITY DIAMETERS LESS THAN EIGHT (8) INCHES, THE MAXIMUM BORED DIAMETER IS EQUAL TO THE UTILITY DIAMETER PLUS FOUR (4) INCHES. FOR UTILITY DIAMETERS OF EIGHT (8) INCHES TO TWENTY-FOUR (24) INCHES, THE MAXIMUM BORED DIAMETER IS EQUAL TO ONE AND ONE HALF (1.5) TIMES THE UTILITY DIAMETER. FOR UTILITY DIAMETERS GREATER THAN TWENTY-FOUR (24) INCHES, THE MAXIMUM BORED DIAMETER IS EQUAL TO THE UTILITY DIAMETER PLUS ONE (1) FOOT. WHERE A UTILITY HAS RESTRAINED JOINTS THE MAXIMUM BORED DIAMETER SHALL BE THE MANUFACTURER'S RECOMMENDED DIAMETER. ADDITIONALLY, THE UAO SHOULD MAINTAIN A

SR207 at Brinkhoff Rd Intersection Improvement

CLEARANCE, FROM ANY EXISTING VITRIFIED CLAY SANITARY PIPE LINE OR EXISTING GAS LINES, OF AT LEAST THREE AND ONE HALF (3.5) TIMES THE BORED DIAMETER.

2. WHEN BORING UNDER ROADWAY PAVEMENT, THE UAO SHALL MAINTAIN A BORE DEPTH OF AT LEAST TEN (10) TIMES THE BORED DIAMETER OR 30 INCHES, WHICHEVER IS GREATER, AS MEASURED FROM THE TOP OF PAVEMENT TO THE TOP OF THE BORE. THE UAO MAY REDUCE THIS DEPTH BY DETERMINING THE WATER TABLE ANTICIPATED AT TIME OF INSTALLATION OR A CONFINING LAYER. THE CONFINING LAYER IS A TWO (2) FEET THICK LAYER OF EARTH THAT RESISTS THIRTY (30) BLOWS PER FOOT OF A STANDARD PENETRATION TEST. IF EITHER OF THESE IS DETERMINED, THE BORE DEPTH MAY BE REDUCED TO TWO (2) FEET BELOW THE TOP OF THE CONFINING LAYER TO THE TOP OF THE BORE, OR TWO (2) FEET BELOW THE TOP OF THE WATER TABLE TO THE TOP OF THE BORE. ADDITIONALLY, THE UAO SHOULD MAINTAIN A CLEARANCE, FROM ANY EXISTING VITRIFIED CLAY SANITARY PIPE LINE OR EXISTING GAS LINES, OF AT LEAST THREE AND ONE HALF (3.5) TIMES THE BORED DIAMETER.
3. THE UAO SHALL ALSO DO ALL OF THE FOLLOWING:
 - 1) DETERMINE ORIENTATION AND TRACKING OF THE DRILL BIT.
 - 2) UTILIZE RELIEF HOLES AS NECESSARY TO RELIEVE EXCESS PRESSURE DOWN HOLE.
 - 3) PREVENT HEAVING DURING PULL BACK.
 - 4) KEEP THE DRILL PIPE IN THE BORE HOLE UNTIL THE FINAL PRODUCT IS PULLED INTO PLACE.
 - 5) WHEN BORING UNDER ROADWAY PAVEMENT, INSTALL THE PRODUCT INTO A BORE HOLE WITHIN THE SAME DAY THAT THE PRE-BORE IS COMPLETED

PAVING AND DRAINAGE NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES DURING CONSTRUCTION.
2. ALL CONSTRUCTION LINES & GRADES SHALL BE ESTABLISHED AND MAINTAINED BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DOWNSTREAM TURBIDITY/ SILTATION THROUGH THE USE OF HAY BALES, SCREENS, SILTATION BASINS, CHEMICAL FLOCCULATION, AND/OR ANY OTHER SUITABLE MEANS REQUIRED TO MEET FLORIDA STREAM STANDARDS. SEED AND MULCH ALL DISTURBED AREAS, SOD AS REQUIRED TO CONTROL EROSION THROUGH FINAL INSPECTION AND TO PRODUCE A UNIFORM STRAND OF GRASS THROUGHOUT.
4. THE PAVING/CURB CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING CURB TRANSITIONS TO FINISH GRADE.



LEGACY
ENGINEERING

**REPORT OF GEOTECHNICAL EXPLORATION
STATE ROAD 207 & BRINKHOFF SIGNALIZATION
ST. AUGUSTINE, FLORIDA
LEGACY PROJECT NO. 24-1044.1**

Prepared for:

Mr. Chris Shee
Phoenick Retail, LLC
200 Business Park Circle, Suite 105
St. Augustine, Florida 32095

Prepared by:

Legacy Engineering, Inc.
6415 Greenland Road
Jacksonville, Florida 32258
Phone: 904.721.1100
www.legacyengineering.com

March 6, 2024



March 6, 2024

Mr. Chris Shee
Phoenick Retail, LLC
200 Business Park Circle, Suite 105
St. Augustine, Florida 32095

Report of Geotechnical Exploration and Engineering Services
State Road 207 & Brinkhoff Signalization
Neptune Beach, Florida 32266
Legacy Project No. 24-1044.1

Dear Mr. Shee:

As you have requested and authorized, Legacy Engineering, Inc. has completed a geotechnical exploration for the subject project. The exploration was performed to evaluate the general subsurface conditions within the proposed construction areas, and to provide guidelines to facilitate foundation support and earthwork preparation for the mast arm construction.

We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project. If you have any questions, or if we may be of any further service, please contact us.

Sincerely:
Legacy Engineering, Inc.

Joseph Aganon, E.I.
Geotechnical Engineer

Lewis E. Hay, P.E.
Senior Geotechnical Engineer
Licensed, Florida 48098

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1.0 PROJECT INFORMATION

1.1 Site Location and Description

The project site is located at the intersection of State Road 207 and Brinkhoff Road. The boring locations were open and clear of vegetation. The boring to the northeast of the intersection had active construction.

1.2 Project Description

Project information was provided through correspondence with Mr. Chris Shee of Phoenix Retail, LLC. We were provided with a copy of a Site Plan/Aerial Image, undated, showing the site location and designated boring locations. The provided document shows the layout of the proposed construction, property boundary limits, and the roadways. Based on the information provided to us, we understand the proposed project will consist of constructing foundations for mast arms to support traffic signals at the intersection of Florida State Road 207 and Brinkhoff Road in St. Augustine, Florida. The foundations will most likely consist of large diameter, drilled shaft foundations, with one foundation located at each of the four corners. The geotechnical exploration was conducted to provide recommendation parameters for foundation design.

2.0 FIELD EXPLORATION

2.1 Soil Borings

To explore the subsurface conditions within the area of the mast arms, four (4) Standard Penetration Test (SPT) borings (B1 to B4) were drilled to depths of 30 feet each below the existing grades. The borings were located using a differentially corrected Global Positioning System (GPS) unit and should be considered accurate to the degree implied by the method utilized. The borings were conducted in accordance with ASTM D 1586. The subsurface conditions encountered at each boring location, and the recorded groundwater levels, are presented on the Generalized Soil Profiles and Test Boring Records in Appendix A.

3.0 LABORATORY TESTING

3.1 Index Testing

Soil samples recovered during the field exploration were visually classified in accordance with ASTM D 2488. The soil descriptions and classifications are presented on the Test Boring Records in Appendix A.

4.0 GENERAL SUBSURFACE CONDITIONS

4.1 General Soil Profile

The boring locations and general subsurface conditions that were encountered are graphically illustrated on the Field Exploration Plan and Generalized Soil Profiles in Appendix A. A relatively

detailed description of the encountered subsurface conditions is presented on the Test Boring Records. When reviewing these records, it should be understood that the soil conditions may change significantly between and away from the boring locations. The following discussion summarizes the soil conditions encountered.

Beneath 6 to 8 inches of topsoil, the SPT borings encountered very loose to firm fine sands (SP) to a depth of 3 feet. Firm to very dense fine sands (SP), loose to dense fine sands with silt (SP-SM), and firm to very dense weakly cemented fine sands with silt (SP-SM, Hardpan) were then penetrated to a depth of 18 feet below the existing grades. Very firm to very dense fine sands (SP) then extended to the boring termination depths of 30 feet below the existing ground surface.

4.2 Groundwater Level

The groundwater level was measured at the boring locations at the time of drilling. The groundwater table ranged from 1.0 to 2.3 feet below the existing ground surface. The depth of the groundwater level encountered at the boring locations is presented on the Generalized Soil Profiles and the Test Boring Records.

The groundwater table will fluctuate depending on seasonal variations, tidal activity, adjacent construction, surface water runoff, etc. Should rainfall intensity exceed normal quantities or should other variables that affect the groundwater level be altered, the groundwater profile at the site could change significantly.

5.0 BUILDING AREA RECOMMENDATIONS

5.1 Site Preparation Recommendations

Even though the mast arms will be supported on deep foundation systems, it is important that the soils in areas of the site with soil supported elements (such as equipment pads) are prepared in accordance with the Site Preparation Section of this report. We recommend the following site preparation guidelines be utilized within the proposed construction areas:

1. Prior to construction, the location of any existing underground utility lines or obstructions within the construction area should be located and established. Provisions should then be made to relocate interfering utilities/obstructions to appropriate locations. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may subsequently lead to excessive settlement of the overlying structure.
2. Strip the proposed construction limits of all grass, roots, topsoil, and other deleterious materials from within, and extend at least 5 feet beyond, the perimeter of the proposed construction area to depths of 6 to 8 inches. Some areas may require over a foot of stripping to remove isolated root zones whereas other areas will require less.

3. Level and compact the exposed soils in the construction areas using a heavy walk-behind vibratory compactor. The upper 12 inches of soil below the exposed surface within the construction area should be compacted to density tests equivalent to 95% of the Modified Proctor Test (ASTM D 1557) maximum dry density. We recommend the soils, at the time of compaction, exhibit moisture contents within 2 percent of the optimum moisture content as determined by the Modified Proctor Test (ASTM D 1557).
4. Test the compacted surface for density at a minimum of one test location per 2,500 square feet of construction area (minimum of two test locations).
5. Place any required structural fill materials to grade in loose lifts not exceeding a thickness of 6 inches and compact each lift until density tests equivalent to 95 percent of the Modified Proctor maximum dry density are achieved. Structural fill and backfill is typically defined as non-plastic, inorganic, granular soil having less than 10 percent material passing the No. 200 mesh sieve (relatively clean sand). Typically, the material should exhibit moisture contents within 2 percent of the Modified Proctor optimum moisture content (ASTM D 1557) during the compaction operations.
6. Perform density tests within each lift of fill at a minimum of one test location per 2,500 square feet of construction area (minimum of two test locations).

6.0 DEEP FOUNDATION RECOMMENDATIONS

6.1 General

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the project information is different from that previously discussed or should the location of the proposed construction be changed, we request the opportunity to review and possibly amend our recommendations with respect to those changes. Please report to us any conditions encountered during construction that were not observed during the performance of the borings. We will review, and provide additional evaluation, as required.

Based on the information provided, the mast arm structures for the traffic signals will most likely be supported on drilled shaft foundations. The following discussion provides our recommendations for guidance of the pile design and installation.

6.2 Drilled Shaft Foundation

The design of the drilled shaft foundation should include Axial (Q), Shear (P), Moment (M), and Torsional loads. The table below represents the "worst case" subsurface soil conditions encountered by the SPT borings and can aid in the design of the drilled shaft foundations. We

recommend utilizing a seasonal high groundwater level of 1 foot below the ground surface for design purposes.

SOIL PARAMETERS

Depth, Ft	Soil Type	Internal Friction Angle, Phi	Cohesion, PSF	Saturated Unit Weight, PCF	N _γ	N _q	N _c	Earth Pressure Coefficient		
								K _o	K _a	K _p
0 – 5 Feet	Fine Sand	30	0	117	30	32	55	0.50	0.33	3.00
5 – 22 Feet	Fine Sand	34	0	122	70	60	80	0.44	0.28	3.54
22- 30 Feet	Fine Sand	32	0	122	40	40	35	0.47	0.31	3.25

6.2.1 Drilled Shaft Construction Recommendations

The installation of the drilled shaft foundations should be in accordance with FDOT Standard Specifications for Road and Bridge Construction (current edition), 455-13 through 24 (Drilled Shaft Foundations). Based on the unconsolidated nature of the soils at the site, the drilled shafts should be installed using the wet (slurry) construction method indicated in Section 455-15.3`

7.0 LIMITATIONS

We have conducted this geotechnical exploration in accordance with principles and practices normally accepted in the geotechnical engineering profession. Our analysis and recommendations are dependent on the information provided to us. Legacy Engineering, Inc. is not responsible for independent conclusions or interpretations based on the information presented in this report.



APPENDIX A

FIELD EXPLORATION PLAN

GENERALIZED SOIL PROFILES

TEST BORING RECORDS

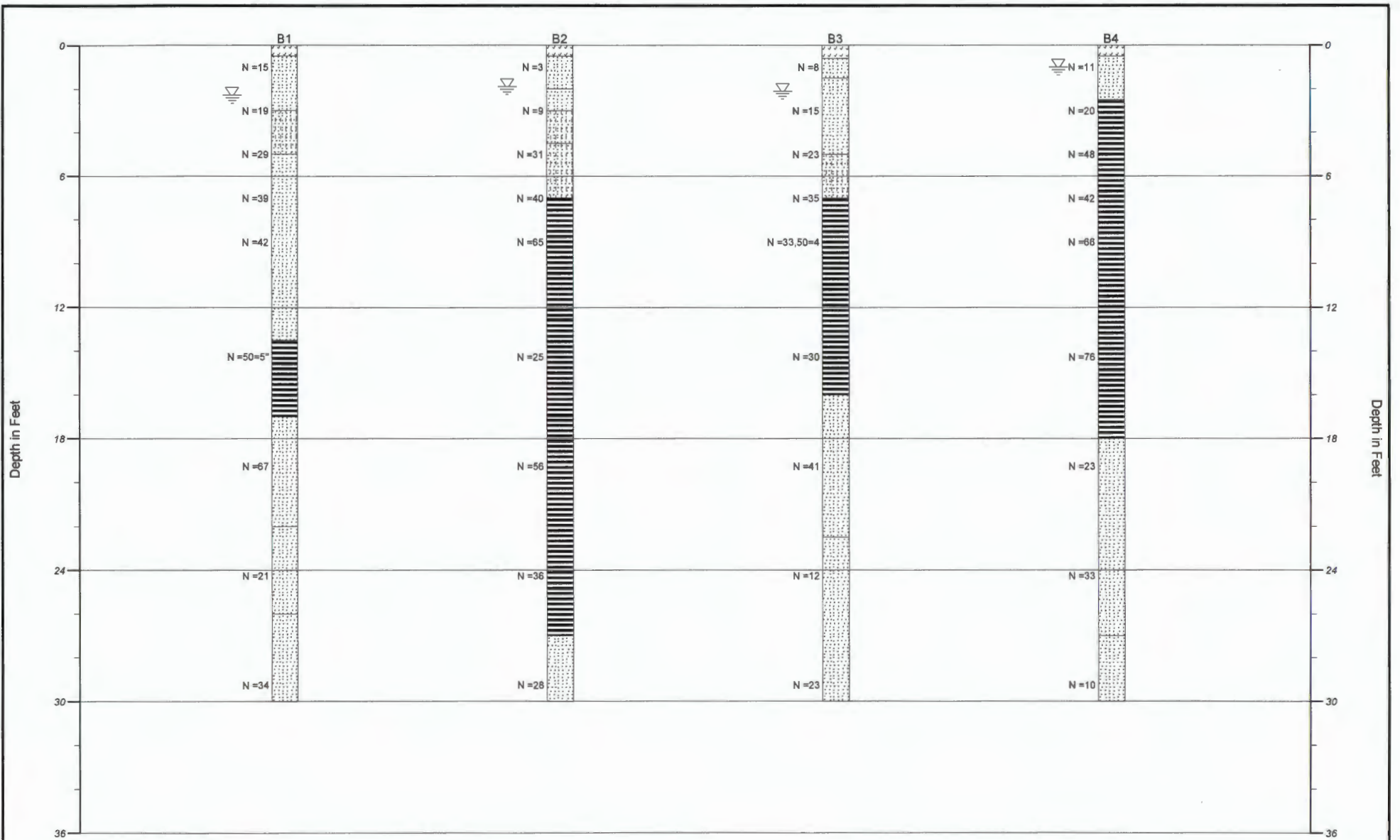


LEGEND





 Approximate SPT Boring Locations



Reference: Plan Created Using Provided Plan		
Field Exploration Plan		
STATE ROAD 207 & BRINKHOFF SIGNALIZATION		
St. Augustine, Florida		
LEGACY ENGINEERING		
Date: 03/01/2024	Proj. No.: 24-1044.1	Figure 1



Strata symbols

-  Topsoil
-  Fine SAND (SP)
-  Fine SAND with Silt (SP-SM)
-  Cemented Fine SAND with Silt (SP-SM, Hardpan)

 Ground Water Depth

Legacy Engineering, Inc.		
GENERALIZED SOIL PROFILE		
HORIZONTAL SCALE:	DRAWN BY/APPROVED BY	DATE DRAWN
VERTICAL SCALE: 1"=6'	JEEII/JEEII	3/4/2024
State Road 207 & Brinkhoff Signalization St. Augustine, Florida		
PROJECT NO. 24-1044		FIGURE NUMBER 2



TEST BORING RECORD

JOB NO. 24-1044

BORING NO. B1

Sheet 1 of 2

Boring Begun 02/20/2024

Boring Completed 02/20/2024

Driller Dion C.

Engineer Joseph C. Aganon

Project State Road 207 & Brinkhoff Signalization

Boring Location St. Augustine, Florida

Ground Elevation N/A Datum N/A Groundwater Depth 2.3 Feet

Length of Casing Set 5 Feet Casing Size 4 Inches

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
	0	Topsoil (6 Inches)			3	
	1	Firm Dark Gray Fine SAND (SP)		1	6	15
	2				9	
	3	Firm to Very Firm Dark Brown Fine SAND with Silt and Few Organics (SP-SM)		2	10	19
	4				11	
	5	Very Firm to Dense Grayish Brown Fine SAND (SP)		3	10	29
	6				9	
	7				13	
	8				6	
	9				11	
	10				18	39
	11				20	
	12				14	
	13				18	
	14	Very Dense Weakly Cemented Dark Brown Fine SAND with Silt (SP-SM, Hardpan)		4	21	42
	15				21	
					23	
					21	
					26	
					22	50=5"
					22	
					50=5"	

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113



Ground Water Table

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.



TEST BORING RECORD

JOB NO. 24-1044

BORING NO. B1

Sheet 2 of 2

Project State Road 207 & Brinkhoff Signalization

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
	16	Very Dense Weakly Cemented Dark Brown Fine SAND with Silt (SP-SM, Hardpan), Continued				
	17	Very Dense Brown Fine SAND (SP)				
	18					
	19				20	
	20			7	31	67
	21				36	
	22	Very Firm Light Brown Fine SAND (SP)				
	23					
	24				9	
	25			8	10	21
	26	Dense Grayish Brown Fine SAND (SP)			11	
	27					
	28					
	29				9	
	30			9	16	34
	31	Boring Terminated at 30 Feet			18	



TEST BORING RECORD

JOB NO. 24-1044

BORING NO. B2

Sheet 1 of 2

Boring Begun 02/20/2024

Boring Completed 02/20/2024

Driller Dion C.

Engineer Joseph C. Aganon

Project State Road 207 & Brinkhoff Signalization

Boring Location St. Augustine, Florida

Ground Elevation N/A Datum N/A Groundwater Depth 1.9 Feet

Length of Casing Set 5 Feet Casing Size 4 Inches

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
	0	Topsoil (6 Inches)			1	
	1	Very Loose Gray Fine SAND (SP)		1	1	3
	2	Loose Gray Fine SAND (SP)		2	2	
	3	Loose Brown Fine SAND with Silt and Trace Roots (SP-SM)		2	3	9
	4	Dense Brown Fine SAND with Silt (SP-SM)		3	4	
	5			3	5	31
	6			3	14	
	7	Dense to Very Dense Weakly Cemented Grayish Brown Fine SAND with Silt (SP-SM, Hardpan)		4	17	
	8			4	19	
	9			4	20	40
	10			4	20	
	11			4	22	
	12			4	26	
	13	Very Firm Weakly Cemented Dark Brown Fine SAND with Silt (SP-SM, Hardpan)		5	28	65
	14			5	37	
	15			5	47	
	16			6	8	
	17			6	11	25
	18			6	14	

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113



Ground Water Table

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.



TEST BORING RECORD

JOB NO. 24-1044

BORING NO. B2

Sheet 2 of 2

Project

State Road 207 & Brinkhoff Signalization

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
16		Very Firm Weakly Cemented Dark Brown Fine SAND with Silt (SP-SM, Hardpan), Continued	[Soil Symbol: Horizontal Hatching]	7		56
17		Very Dense to Dense Weakly Cemented Brown Fine SAND (SP-SM, Hardpan)				
18						
19						
20						
21						
22						
23						
24			[Soil Symbol: Horizontal Hatching]	8	8	36
25					16	
26					20	
27		Very Firm Grayish Brown Fine SAND (SP)	[Soil Symbol: Dotted Pattern]	9		28
28						
29						
30						
30		Boring Terminated at 30 Feet			7	
31					10	
					18	



TEST BORING RECORD

JOB NO. 24-1044

BORING NO. B3

Sheet 1 of 2

Boring Begun 02/20/2024

Boring Completed 02/20/2024

Driller Dion C.

Engineer Joseph C. Aganon

Project State Road 207 & Brinkhoff Signalization

Boring Location St. Augustine, Florida

Ground Elevation N/A Datum N/A Groundwater Depth 2.1 Feet

Length of Casing Set 5 Feet Casing Size 4 Inches

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
	0	Topsoil (8 Inches)			1	
	1	Loose to Firm Gray Fine SAND (SP)		1	3	8
	2	Firm to Very Firm Gray Fine SAND (SP)			5	
	3			2	7	15
	4				7	
	5	Very Firm to Dense Dark Gray Fine SAND with Silt (SP-SM)		3	7	23
	6				8	
	7	Dense to Very Dense Weakly Cemented Dark Brown Fine SAND with Silt (SP-SM, Hardpan)		4	10	35
	8				13	
	9				13	
	10				17	
	11				18	
	12				19	
	13				33	
	14				50=4"	
	15			5		33,50=4
	16	Dense Weakly Cemented Brown Fine SAND with Silt (SP-SM, Hardpan)		6		
	17				14	
	18				13	30
	19				17	

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113



Ground Water Table

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.



TEST BORING RECORD

JOB NO. 24-1044

BORING NO. B3

Sheet 2 of 2

Project

State Road 207 & Brinkhoff Signalization

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
16		Dense Brown Fine SAND (SP)		7		41
17						
18						
19					10	
20					19	
21					22	
22						
23		Firm to Very Firm Grayish Brown Fine SAND (SP)		8		12
24					4	
25					5	
26					7	
27						
28						
29		Boring Terminated at 30 Feet		9		23
30					4	
31					9	
					14	



TEST BORING RECORD

JOB NO. 24-1044

BORING NO. B4

Sheet 1 of 2

Boring Begun 02/20/2024

Boring Completed 02/20/2024

Driller Dion C.

Engineer Joseph C. Aganon

Project State Road 207 & Brinkhoff Signalization

Boring Location St. Augustine, Florida

Ground Elevation N/A Datum N/A Groundwater Depth 1 Foot

Length of Casing Set 5 Feet Casing Size 4 Inches

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
	0	Topsoil (7 Inches)			3	
	1	Firm Light Gray Fine SAND (SP)		1	4	11
	2				7	
	3	Firm to Very Dense Weakly Cemented Dark Brown Fine SAND with Silt (SP-SM, Hardpan)		2	9	
	4				12	
	5				8	20
	6				12	
	7				21	
	8				13	
	9				27	48
	10				21	
	11				23	
	12				16	
	13				19	42
	14				23	
	15				23	
	16				15	
	17				24	66
	18				42	
	19				50=5"	
	20					
	21					
	22					
	23					
	24					
	25					
	26					
	27					
	28					
	29					
	30					
	31				16	
	32				31	76
	33				45	

REMARKS:

BORING & SAMPLING: ASTM D1586/CORE DRILLING: ASTM D2113



Ground Water Table

BLOW COUNT IS THE NUMBER OF BLOWS OF 140 LB. HAMMER FALLING 30 IN. REQUIRED TO DRIVE 1.4 IN. I.D. SAMPLER 1 FT.



TEST BORING RECORD

JOB NO. 24-1044

BORING NO. B4

Sheet 2 of 2

Project State Road 207 & Brinkhoff Signalization

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST		
					BLOWS / 6-INCH	BLOW COUNT	
16		Firm to Very Dense Weakly Cemented Dark Brown Fine SAND with Silt (SP-SM, Hardpan), Continued					
17							
18		Very Firm to Dense Grayish Brown Fine SAND (SP)		7			
19					6		
20					9	23	
21					14		
22							
23							
24					10		
25					14	33	
26					19		
27		Loose Grayish Brown Fine SAND (SP)		9			
28							
29					3		
30		Boring Terminated at 30 Feet			4	10	
31					6		



APPENDIX B

KEY TO SOIL CLASSIFICATION

FIELD AND LABORATORY TEST PROCEDURES



KEY TO SOIL CLASSIFICATION

CORRELATION OF PENETRATION WITH RELATIVE DENSITY & CONSISTENCY

SANDS AND GRAVEL	
BLOW COUNT	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-20	FIRM
21-30	VERY FIRM
31-50	DENSE
OVER 50	VERY DENSE

SILTS AND CLAYS	
BLOW COUNT	CONSISTENCY
0-2	VERY SOFT
3-4	SOFT
5-8	FIRM
9-15	STIFF
16-30	VERY STIFF
31-50	HARD
OVER 50	VERY HARD

**PARTICLE SIZE IDENTIFICATION
(UNIFIED CLASSIFICATION SYSTEM)**

CATEGORY	DIMENSIONS
Boulders	Diameter exceeds 12 inches
Cobbles	3 to 12 inches
Gravel	Coarse – 0.75 to 3 inches in diameter Fine – 4.76 mm to 0.75 inch diameter
Sand	Coarse – 2.0 mm to 4.76 mm diameter Medium – 0.42 mm to 2.0 mm diameter Fine – 0.074 mm to 0.42 mm diameter
Silt and Clay	Less than 0.074 mm (invisible to the naked eye)

MODIFIERS

These modifiers provide our estimate of the amount of minor constituent (sand, silt, or clay size particles) in the soil sample

PERCENTAGE OF MINOR CONSTITUENT	MODIFIERS
0% to 5%	No Modifier
5% to 12%	With Silt, With Clay
12% to 30%	Silty, Clayey, Sandy
30% to 50%	Very Silty, Very Clayey, Very Sandy

APPROXIMATE CONTENT OF OTHER COMPONENTS (SHELL, GRAVEL, ETC.)	MODIFIERS	APPROXIMATE CONTENT OF ORGANIC COMPONENTS
0% to 5%	TRACE	1 to 2%
5% to 12%	FEW	2% to 4%
12% to 30%	SOME	4% to 8%
30% to 50%	MANY	>8%

FIELD AND LABORATORY TEST PROCEDURES

Penetration Borings

The penetration borings were made in general accordance with ASTM D 1586-67, "Penetration Test and Split-Barrel Sampling of Soils". Each boring was advanced to the water table by augering and, after encountering the groundwater table, further advanced with a rotary drilling technique that uses a circulating bentonite fluid for borehole flushing and stability. At two-foot intervals within the upper 10 feet and at five-foot intervals thereafter, the drilling tools were removed from the borehole and a split-barrel sampler inserted to the borehole bottom. The sampler was then driven 18 inches into the material using a 140-pound SPT hammer falling, on the average, 30 inches per hammer blow. The number of hammer blows for the final 12 inches of penetration is termed the "penetration resistance, blow count, or N-value". This value is an index to several in-place geotechnical properties of the material tested, such as relative density and Young's Modulus.

After driving the sampler 18 inches (or less, if in hard rock or rock-like material) at each test interval, the sampler was retrieved from the borehole and a representative sample of the material within the split-barrel was placed in a watertight container and sealed. After completing the drilling operations, the samples for each boring were transported to our laboratory where our Geotechnical Engineer examined them in order to verify the driller's field classifications. The samples will be kept in our laboratory for a period of two months after submittal of formal written report, unless otherwise directed by the Client.

Soil Classification

Soil samples obtained from the performance of the borings were transported to our laboratory for observation and review. An engineer, registered in the State of Florida and familiar with local geological conditions, conducted the review and classified the soils in accordance with ASTM 2488. The results of the soil classification are presented on the boring records.

PERMIT PLANS

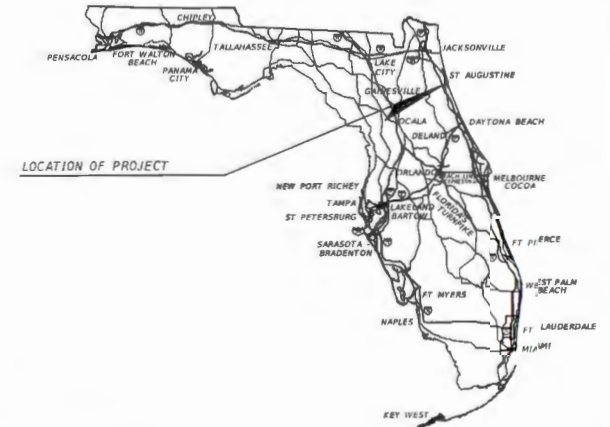
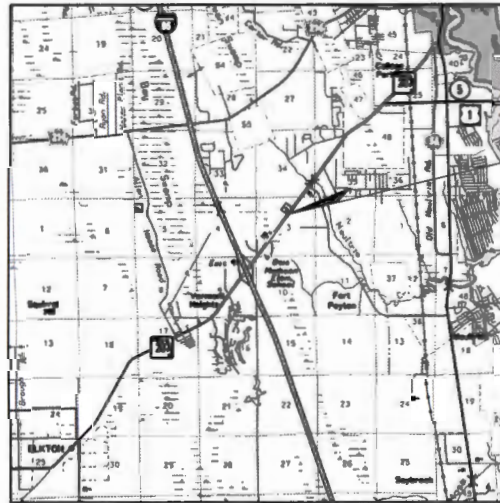
SR 207 AT BRINKHOFF ROAD / TWIN LAKES DRIVE

ST. JOHNS COUNTY, FLORIDA

SIGNALIZATION PLANS

INDEX OF SIGNALIZATION PLANS
SHEET NO. SHEET DESCRIPTION

T-1	KEY SHEET
T-2	SIGNATURE SHEET
T-3	TABULATION OF QUANTITIES
T-4	PROJECT CONTROL
T-5 TO T-6	GENERAL NOTES
T-7	SIGNALIZATION PLAN
T-8	INTERCONNECT PLAN
T-9	MISCELLANEOUS DETAILS
T-10	ROADWAY PLAN
T-11 TO T-12	GRADING PLAN
T-13 TO T-14	SIGNING AND PAVEMENT MARKING PLAN
T-15	LIGHTING DATA TABLE AND LEGEND
T-16	LIGHTING PLAN
T-17	STANDARD MAST ARM TABULATION
T-18	STANDARD MAST ARM DATA TABLE
T-19	UTILITY LOCATION PLAN
T-20 TO T-21	GUIDE SIGN WORKSHEET
T-22 TO T-24	REPORT OF CORE BORINGS FOR MAST ARMS



LOCATION OF PROJECT

100% PLANS
AUGUST 2024

SIGNALIZATION PLANS
ENGINEER OF RECORD:

JACK W. HULSBURG, P.E.
P.E. LICENSE NUMBER 83370
KIMLEY-HORN AND ASSOCIATES, INC.
12740 GRAN BAY PARKWAY WEST, SUITE 2350
JACKSONVILLE, FLORIDA 32258

SIGNALIZATION PLANS
ENGINEER OF RECORD: JACK W. HULSBURG, P.E.

Approved
P.E. NO. 83370
2024-A-297-000-9
Christopher Logue
8/20/2024
T-1

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2023-24 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.fl.dot.gov/design/standardplans>

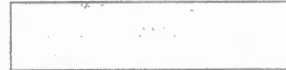
GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fl.dot.gov/programmanagement/implemented/SpecBooks>

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61D15-23.004, F.A.C.



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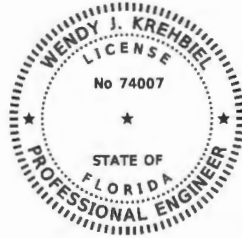
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JACKSONVILLE, FLORIDA 32258
TELEPHONE NUMBER (904) 828-3900
JACK W. HULSBERG, P.E. NUMBER 83370

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
T-1	KEY SHEET
T-2	SIGNATURE SHEET
T-3	TABULATION OF QUANTITIES
T-5 TO T-6	GENERAL NOTES
T-7	SIGNALIZATION PLAN
T-8	INTERCONNECT PLAN
T-9	MISCELLANEOUS DETAILS
T-17	STANDARD MAST ARM TABULATION
T-19	UTILITY LOCATION PLAN
T-20 TO T-21	GUIDE SIGN WORKSHEET



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SHEET NO.	SHEET DESCRIPTION
T-2	SIGNATURE SHEET
T-15	LIGHTING DATA TABLE AND LEGEND
T-16	LIGHTING PLAN



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SHEET NO.	SHEET DESCRIPTION
T-2	SIGNATURE SHEET
T-4	PROJECT CONTROL
T-10	ROADWAY PLAN
T-11 TO T-12	GRADING PLAN
T-13 TO T-14	SIGNING AND PAVEMENT MARKING PLAN



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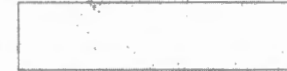
KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FLORIDA 33411
TELEPHONE NUMBER (561) 845-0665
KELLY N. WARD, P.E. NUMBER 94735

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SHEET NO.	SHEET DESCRIPTION
T-2	SIGNATURE SHEET
T-18	STANDARD MAST ARM DATA TABLE



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LEGACY ENGINEERING, INC.
6415 GREENLAND ROAD
JACKSONVILLE, FLORIDA 32258
TELEPHONE NUMBER (904) 721-1100
LEWIS E. HAY, P.E. NUMBER 48098

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
T-2	SIGNATURE SHEET
T-22 TO T-24	REPORT OF CORE BORINGS FOR MAST ARMS

Approved
2024 A 297-00059
Christopher Rogue
8/20/2024
T-2

SIGNATURE SHEET

REVISIONS		JACK W. HULSBERG, P.E. P.E. LICENSE NUMBER 83370 KIMLEY-HORN AND ASSOCIATES, INC. 12740 GRAN BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32258 TELEPHONE NUMBER (904) 828-3900	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. T-2
DATE	DESCRIPTION		ROAD NO.	COUNTY	INTERSECTION	
			SR 207	ST. JOHNS	BRINKHOFF ROAD	

TABULATION OF QUANTITIES

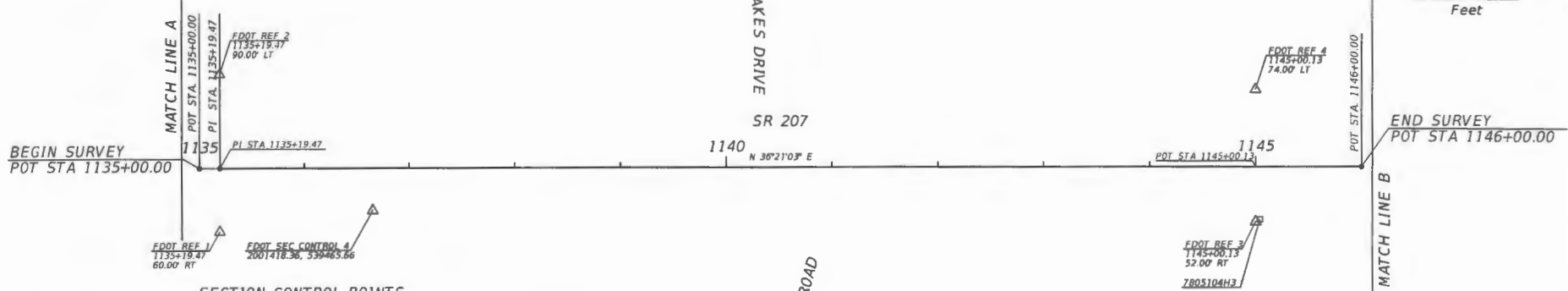
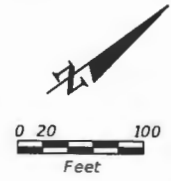
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS				TOTAL THIS SHEET		GRAND TOTAL		
			T-7		T-8		T-10 to T-14	PLAN	FINAL	PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL					
101-1	MOBILIZATION	LS					1				
102-1	MAINTENANCE OF TRAFFIC	LS					1				
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	28						28		
104-10-3	SEDIMENT BARRIER	LF					482		482		
104-18	INLET PROTECTION SYSTEM	EA					4		4		
110-1-1	CLEARING & GRUBBING	AC					0.24		0.24		
110-4-10	REMOVAL OF EXISTING CONCRETE	SY					180.7		180.7		
120-1	REGULAR EXCAVATION	CY					382.76		382.76		
120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY					34.98		34.98		
285-713	OPTIONAL BASE, BASE GROUP 13 (B-12.5 ONLY)	SY					803		803		
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY					3088		3088		
334-1-53	SUPERPAVE ASPHALTIC CONC, TRAFFIC C, PG 76-22	TN					110		110		
337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN					321		321		
520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF					256		256		
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF					368		368		
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY					6.5		6.5		
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY					160.5		160.5		
527-2	DETECTABLE WARNINGS	SF					33		33		
570-1-2	PERFORMANCE TURF, SOD	SY					197.2		197.2		
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	135		150				285		
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	505		2875				3380		
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1						1		
633-1-122	FIBER OPTIC CABLE, F&I, UNDERGROUND, 13-48 FIBERS	LF			3575				3575		
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA			24				24		
633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA			2				2		
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA			1				1		
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL - FIELD TERMINATED	EA			1				1		
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	12						12		
635-2-12	PULL & SPLICE BOX, F&I, 24" x 36" COVER SIZE	EA			11				11		
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1						1		
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	115						115		
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	1						1		
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-11 SERVICE POLE	EA	2						2		
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	4						4		
649-21-15	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70'	EA	2						2		
649-21-20	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-70'	EA	1						1		
650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	12						12		
650-1-16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	2						2		
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	2						2		
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	2						2		
660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1						1		
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	4						4		
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	6						6		
670-5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS	1						1		
682-1-133	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - NON-PRESSURIZED, 1P, HIGH DEFINITION	EA	1						1		
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	1						1		
685-1-11	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE	EA	1						1		
700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA					7		7		
700-1-600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA					2		2		
700-3-201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	6						6		
700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	4						4		
700-141-360	ENHANCED HIGHWAY SIGN ASSEMBLY, AC POWERED, F&I OVERHEAD MOUNT, BLANK OUT SIGN < 12 SF	EA	2						2		
705-11-1	DELINEATOR, FLEXIBLE TUBULAR	EA					6		6		
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA					222		222		
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF					13		13		
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS					1		1		
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF					544		544		
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF					32		32		
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF					175		175		
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6-10 GAP EXTENSION, 6"	GM					0.04		0.04		
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA					6		6		
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA					10		10		
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE / 6-10 DOTTED EXTENSION LINE, 6"	GM					0.03		0.03		
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF					469		469		
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA					2		2		
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA					2		2		
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM					0.22		0.22		
711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	GM					0.08		0.08		
711-16-131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM					0.01		0.01		
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM					0.12		0.12		
711-17-1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF					12		12		

DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION		JACK W. HULSBURG, P.E. P.E. LICENSE NUMBER 83370 KIMLEY-HORN AND ASSOCIATES, INC. 12740 GRAN BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32258 TELEPHONE NUMBER (904) 828-3900	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET 106 8/20/2024 T-3
ROAD NO.		COUNTY		INTERSECTION		SR 207 ST. JOHNS BRINKHOFF ROAD			Approved 2024 A 297 000 59 Christopher Gogue					
TABULATION OF QUANTITIES														

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

PROJECT CONTROL NOTES:

- BEARING DATUM BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/2011) AND ARE REFERENCED TO BEARING OF NORTH 36°21'03" EAST ALONG THE BASELINE OF SURVEY OF STATE ROAD 207 FROM PI STATION 1135+19.47 TO STATION 1146+00.00.
- COORDINATES ARE BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD83/2011), US SURVEY FEET.
- ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). REFERENCE BENCHMARK: 7805104 V1 FOUND POURED FDOT CONCRETE MONUMENT WITH AN ALUMINUM DISK STAMPED "7805104 V1" ELEVATION=34.97.
- ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT.
THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:
MICHAEL BROWN, P.S.M.
P.S.M. NO.: 6990
DRMP
2804 NORTH 5TH STREET, ST. AUGUSTINE, FLORIDA 32084
LICENSED BUSINESS NO.: 2648



SECTION CONTROL POINTS

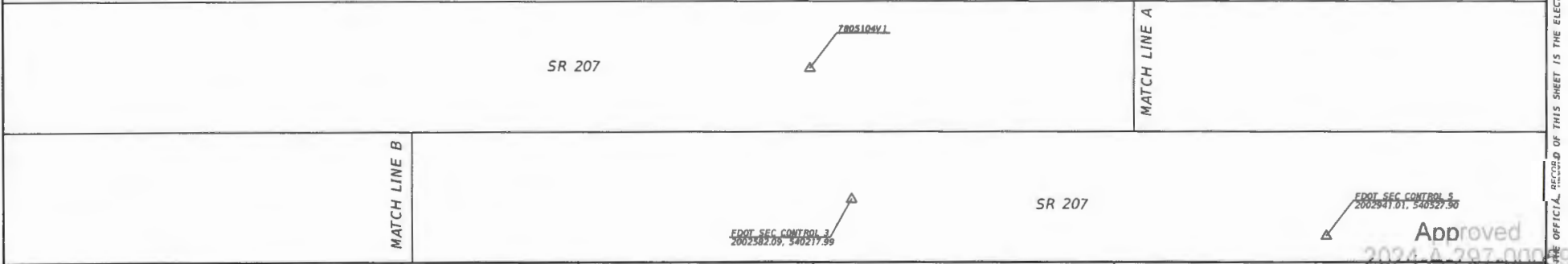
FDOT REF POINT	NORTHING (Y)	EASTING (X)	DESCRIPTION
4	2001418.36	539465.66	FND 5/8" I.R. W/ PLASTIC CAP STAMPED "FDOT SEC CONTROL"
2	2002582.09	540217.99	FND 5/8" I.R. W/ PLASTIC CAP STAMPED "FDOT SEC CONTROL"
5	2002941.01	540527.90	FND 5/8" I.R. W/ PLASTIC CAP STAMPED "FDOT SEC CONTROL"

REFERENCE POINTS

FDOT REF POINT	NORTHING (Y)	EASTING (X)	CONST. STA	OFFSET	DESCRIPTION
1	2001288.98	539395.31	1135+19.47	60.00 RT	FND 5/8" REBAR W/ CAP "FDOT REF"
2	2001377.89	539274.50	1135+19.47	90.00 LT	FND 5/8" REBAR W/ CAP "FDOT REF" UNDER TREE
3	2002083.55	539970.13	1145+00.13	52.00 RT	FND 5/8" I.R. W/ PLASTIC CAP STAMPED "FDOT REF"
4	2002158.23	539868.65	1145+00.13	74.00 LT	FND 5/8" REBAR W/ CAP "FDOT REF"

SURVEY POINTS

#	NORTHING (Y)	EASTING (X)	ELEVATION	DESCRIPTION
7805104H3	2002087.95	539970.77	31.3164	FND 5/8" REBAR W/ ALUM. CAP "7805104H3"
7805104V1	2001006.63	539172.94	34.9660	FND POURED CONCRETE MONUMENT W/ ALUM. DISK "7805104 V1"



REVISIONS	
DATE	DESCRIPTION

MARY ELLEN CRIST, P.E.
P.E. LICENSE NUMBER 92172
KIMLEY-HORN AND ASSOCIATES, INC.
12740 GRAN BAY PARKWAY WEST, SUITE 2350
JACKSONVILLE, FLORIDA 32258
TELEPHONE NUMBER (904) 828-3900

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

Approved
2024 A 297 000 09
Christopher [Signature]
8/20/2024
PROJECT CONTROL
T-4

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61E3-22.004, F.S.C.

GENERAL NOTES

1. ST. JOHNS COUNTY SHALL BE INFORMED ANY TIME THE CONTRACTOR IS ON THE JOB SITE PERFORMING CONSTRUCTION SHOULD ST. JOHNS COUNTY WISH TO HAVE AN INSPECTOR ON THE SITE. CONTACT 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, SETTING POLES, INSTALLING SIGNAL HEAD ASSEMBLIES, OR INSTALLING VIDEO DETECTION.
3. NO POLYCARBONATE HOUSING OR MOUNTING HARDWARE SHALL BE PERMITTED.
4. ALL SIGNAL HEADS SHALL BE BLACK ALUMINUM.
5. AT THE TIME OF FINAL PROJECT INSPECTION, THE CONTRACTOR SHALL FURNISH TWO COMPLETE SETS OF SIGNED 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. ST. JOHNS COUNTY RETAINS THE RIGHT TO EITHER ACCEPT OR REFUSE REMOVED EQUIPMENT. IF ST. JOHNS COUNTY ELECTS TO REFUSE REMOVED EQUIPMENT, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL WORK AND COSTS ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF EQUIPMENT. ALL REMOVED EQUIPMENT THAT IS BEING TURNED OVER TO ST. JOHNS COUNTY SHALL BE DELIVERED TO A DESIGNATED LOCATION SET BY ST. JOHNS COUNTY.
9. ONE SPARE CONDUIT SHALL BE STUBBED AND CAPPED IN EACH OF THE PULL BOXES THAT HAS CONDUIT TO THE CABINET.
10. TWO MANUAL PUSHBUTTON CORDS, TWO KEYS FOR THE CABINET, AND TWO KEYS FOR THE POLICE PANEL DOOR SHALL BE FURNISHED.
11. UNLESS SPECIFIED OTHERWISE, ALL PULL BOX COVERS TO BE FURNISHED AND INSTALLED SHALL BE NON-METALLIC AND SHALL INCLUDE THE RECESSED LOGO "TRAFFIC SIGNALS".
12. DETECTION, SIGNAL CABLE, AND ELECTRICAL SERVICE WIRE SHALL BE RUN IN SEPARATE CONDUIT AND PULL BOXES.
13. ST. JOHNS COUNTY TRAFFIC OPERATIONS WILL APPROVE ANY POWER SERVICE CONNECTIONS PRIOR TO INSTALLATION AND CONNECTION. IF A SERVICE PROCESSING FEE IS REQUIRED, THE FEE SHALL BE INCLUDED AS PART OF PAYMENT FOR ELECTRICAL POWER SERVICE ASSEMBLY BY THE CONTRACTOR AND SHALL BE RESPONSIBLE FOR THE BALANCE OF THE FEE.
14. IF A POWER METER IS REQUIRED, THE METER BASE SHALL BE INSTALLED PER FDOT STANDARD PLANS INDEX 639-002 FIGURE B OR FIGURE D AND MEET THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 639 NOT ATTACHED TO THE SIGNAL POLES OR CABINET. THE CONTRACTOR SHALL ALSO USE AND INSTALL ANY EQUIPMENT THAT MEETS THE LOCAL UTILITIES REQUIREMENTS.
15. 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 FOR APPROVAL BY ST. JOHNS COUNTY TRAFFIC OPERATIONS.
16. ANY EQUIPMENT USED FOR CONSTRUCTION SHALL BE SUBMITTED TO ST. JOHNS COUNTY TRAFFIC OPERATIONS AND THE ENGINEER OF RECORD FOR APPROVAL PRIOR TO ORDERING.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND EXCAVATING TO A DEPTH OF 5 FEET AT EACH POLE LOCATION TO EXPOSE EXISTING UNDERGROUND UTILITIES AND FOR COORDINATING WITH ALL UTILITY COMPANIES PRIOR TO ORDERING THE SHOP DRAWING FOR THE MAST ARMS. THE CONTRACTOR SHOULD ANTICIPATE UP TO THREE EXCAVATIONS PER LOCATION THAT MAY BE REQUIRED. THE COST FOR HAND EXCAVATING AND TEMPORARILY BACKFILLING THE PROPOSED FOUNDATION LOCATIONS (PRIOR TO FOUNDATION CONSTRUCTION) SHALL BE INCLUDED IN THE PRICE FOR THE MAST ARMS.
18. THE CONTRACTOR SHALL CONTACT LOCAL UTILITY COMPANIES TO DETERMINE THE LOCATION OF UNDERGROUND UTILITIES.
19. THE CONTRACTOR INSTALLING MAST ARMS SHALL NOT DRILL OR OTHERWISE MODIFY MAST ARM BASES OR MATCHING PLATES IN ORDER TO "MAKE IT FIT" WITHOUT THE ENGINEER OF RECORD, ST. JOHNS COUNTY, AND THE MANUFACTURER'S APPROVAL IN WRITING. EACH RESERVE THE RIGHT TO DENY THE MODIFICATION FOR ANY REASON. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE DRILLED SHAFT FOUNDATION, THE MAST ARM, AND THE MAST ARM BASE ARE BUILT CORRECTLY.
20. ALL SIGNAL AND PEDESTRIAN INDICATIONS SHALL HAVE L.E.D. DISPLAYS. PEDESTRIAN INDICATIONS SHALL HAVE A COUNTDOWN TIMER.
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. EACH POLE AND MAST ARM SHALL BE IDENTIFIED WITH A PERMANENT 1-INCH HIGH ENGRAVED OR IMPRESSED MARK WHICH CONTAINS ALL REQUIRED IDENTIFICATION INFORMATION.
23. ONCE THE SIGNAL HEADS ARE INSTALLED, THE CONTRACTOR SHALL BAG EACH HEAD. THE PROPOSED BAGGING MATERIAL SHALL BE DURABLE AND DESIGNED FOR LONG-TERM APPLICATION. NO PLASTIC GARBAGE BAGS OR TAPE SHALL BE USED.
24. A NO. 14 AWG INSULATED STRANDED COPPER WIRE SHALL BE PULLED IN THE SAME CONDUIT AS THE FIBER OPTIC CABLE. PULL BOX TO PULL BOX AND NOT INTO THE CABINET.
25. THE TRAFFIC SIGNAL HEADS SHALL BE MOUNTED VERTICAL.
26. THE CONTRACTOR SHALL USE A FLORIDA REGISTERED AND FDOT PREQUALIFIED GEOTECHNICAL ENGINEERING FIRM FOR TESTING AND QA/QC INCLUDING BUT NOT LIMITED TO DRILLED SHAFT INSPECTION WITH CROSS SONIC LOGGING, CONCRETE SLUMP, AND TEMPERATURE.

27. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF QUALITY CONTROL TESTING LOCATIONS AND TIMES AT LEAST ONE BUSINESS DAY PRIOR. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND ST. JOHNS COUNTY A COPY OF TEST RESULTS AND REPORTS WITHIN ONE BUSINESS DAY OF RECEIPT.
28. THE CONTRACTOR SHALL PROVIDE A STAGING AREA FOR ALL MATERIALS. NO MATERIALS OR EQUIPMENT SHALL BE STORED WITHIN THE RIGHT-OF-WAY.
29. ALL EXCAVATORS ARE REQUIRED TO CONTACT THE SUNSHINE STATE ONE CALL OF FLORIDA, PHONE NUMBER 1 (800) 432-4770 OR 811 A MINIMUM OF TWO WORKING DAYS (EXCLUDING WEEKENDS) IN ADVANCE OF COMMENCEMENT OF EXCAVATION TO ENSURE FACILITIES ARE LOCATED ACCURATELY.
30. CONDUCT ALL LOCATIONS AND EXCAVATIONS IN ACCORDANCE WITH THE FLORIDA STATUTE 556 OF THE UNDERGROUND FACILITIES DAMAGE PREVENTION & SAFETY ACT AND ALL LOCAL CITY AND COUNTY ORDINANCES THAT MAY APPLY.
31. ALL AREAS OF DISTURBED EXISTING OR PROPOSED CITY, COUNTY, OR STATE RIGHT-OF-WAY SHALL BE SODDED.
32. THE ENGINEER OF RECORD SHALL BE GIVEN 48 HOURS NOTICE OF ALL MEETINGS AND/OR TESTING MEASURES RELATED TO SAID PROJECT.
33. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE/SHE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME.
34. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES, SURVEY MONUMENTS, MARKERS, CORNERS, AND EXISTING FEATURES IN THE AREA. ANY DAMAGE SHALL BE REPLACED/REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC SIGNAL HEAD ALIGNMENT AND LOCATION FOR INTERIM MOT AND FINAL INSPECTIONS. ST. JOHNS COUNTY SHALL NOT BE CHARGED TO ADJUST THE HEADS AS REQUIRED.
36. REMOVAL OF PAVEMENT MARKINGS SHALL NOT SIGNIFICANTLY ALTER THE PAVEMENT TEXTURE.
37. THE CONTRACTOR SHALL HAVE A CERTIFIED IMSA ROADWAY LIGHTING TECHNICIAN AND TRAFFIC SIGNAL CONSTRUCTION TECHNICIAN ON SITE OVERSEEING THE SIGNAL INSTALLATION.
38. THE CONTRACTOR SHALL SCHEDULE AN INSPECTION WITH ST. JOHNS COUNTY AT 90% COMPLETION OF CONSTRUCTION.
39. ALL ASSOCIATED EQUIPMENT SHALL BE COMPATIBLE WITH THE ST. JOHNS COUNTY TRAFFIC MANAGEMENT CENTER'S TRAFFICWARE ATMS.NOW CENTRAL SOFTWARE.
40. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:
 MICHAEL BROWN, P.S.M.
 P.S.M. NO.: 6990
 DRMP
 2904 NORTH 5TH STREET, ST. AUGUSTINE, FLORIDA 32084
 LICENSED BUSINESS NO.: 2648
41. SAWCUT ALL LOCATIONS WHERE EXISTING CURB AND GUTTER IS TO BE REPLACED.

TEMPORARY TRAFFIC CONTROL NOTES

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX 102-600 SERIES.
2. MAINTAIN EXISTING POSTED SPEED LIMIT OF 45 MPH ON SR 207 FOR DURATION OF PROJECT.
3. LANE CLOSURES AND DETOURS WILL NOT BE PERMITTED ON WEEKENDS OR HOLIDAYS, NOR WILL THEY BE PERMITTED DURING THE HOURS OF 6:30AM TO 7:30PM. FDOT MAY ADJUST THESE TIMES TO REFLECT ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, FDOT, AND ST. JOHNS COUNTY OF ANY REQUIRED LANE CLOSURES AT LEAST ONE WEEK PRIOR.
4. THE CONTRACTOR SHALL HAVE A FDOT CERTIFIED TEMPORARY TRAFFIC CONTROL SPECIALIST DURING MOT SETUP, BREAKDOWN, AND DAILY MAINTENANCE.
5. IF OFF-DUTY LAW ENFORCEMENT OFFICER IS NEEDED, IT SHALL BE PROVIDED AT THE CONTRACTOR'S EXPENSE. OFF-DUTY LAW ENFORCEMENT OFFICERS CAN BE OBTAINED FROM THE OFFICE OF THE ST. JOHNS COUNTY SHERIFF BY CONTACTING COMMUNICATIONS AT (904) 810-6671.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JACK W. HULSBURG, P.E.
 P.E. LICENSE NUMBER 83370
 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32258
 TELEPHONE NUMBER (904) 828-3900

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

Approved
 2024.A.287.000
 Christopher
 8/20/2024
 SHEET 176
 7-5

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

PAY ITEM NOTES

PAY ITEM 102-1:
SHALL INCLUDE THE COST OF ALL LABOR AND EQUIPMENT/MATERIALS REQUIRED TO MAINTAIN TRAFFIC THROUGH THE WORK ZONE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102 SERIES.

PAY ITEM 102-90:
SHALL INCLUDE THE COST OF PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) ON BOTH APPROACHES TO THE INTERSECTION ON SR 207 FOR 7 DAYS PRIOR TO SIGNAL TURN ON AND 7 DAYS FOLLOWING SIGNAL TURN ON.

PRIOR TO SIGNAL TURN ON,
THE FOLLOWING ALTERNATING
MESSAGES SHALL BE DISPLAYED:

N	E	W	-	-	-
T	R	A	F	F	I
S	I	G	N	A	L

MESSAGE 1

M	D	N	T	H	-
S	T	A	R	T	-
D	A	T	E	-	-

MESSAGE 2

FOLLOWING SIGNAL TURN ON,
THE FOLLOWING ALTERNATING
MESSAGES SHALL BE DISPLAYED:

T	R	A	F	F	I
S	I	G	N	A	L
A	H	E	A	D	-

MESSAGE 1

U	S	E	-	-	-
C	A	U	T	I	O
-	-	-	-	-	-

MESSAGE 2

PAY ITEMS 633-1-122:
SHALL BE 48-COUNT SINGLE MODE FIBER OPTIC CABLE

PAY ITEMS 660-4-11 AND 660-4-12:
CAMERA V1 AND V5 SHALL BE GRIDSMART SMARTMOUNT KIT W/CAMERA (GS-3-SMK). CAMERAS V2 AND V6 SHALL BE GRIDSMART ADVANCED CAMERA FIBER (GS-3-SMA-F). CONTACT CUBIC AT 904-613-9331 TO ARRANGE FOR ORDER AND INSTALLATION.

PAY ITEM 670-5-111:
SHALL INCLUDE THE FOLLOWING:
- TRAFFICWARE GROUP WIRED CABINET ASSEMBLY TS2 SIZE 6 CABINET WITH TRAFFICWARE GROUP CONTROLLER-NEMA TS2
- TRAFFICWARE GROUP TS2 TYPE 2 MODEL 981-A1100 CONTROLLER WITH ETHERNET
- ONE NAZTEC TS2 MODEL 516L MMU WITH ETHERNET
- ONE AUTOMATIC GENERATOR HOOK-UP (ON SIDE OF CABINET)
- 16 NEMA LOAD SWITCHES
- ONE NEMA FLASHER
- FIVE FLASH TRANSFER RELAYS
- ONE LUMINAIRE INTERFACE ON POWER PANEL
- ONE NAZTEC TS2 CABINET POWER SUPPLY MODEL: TS2/CAB/PS
- ONE 16-CHANNEL DETECTOR RACK
- ONE 4-CHANNEL PED ISOLATION CARD
- ONE 2-CHANNEL OPTICOM RACK AND FIELD PANEL
- ONE 16-CHANNEL LOOP DETECTOR PANEL WITH 16 SRA-6LC SURGE ARRESTORS (ARRESTORS WILL BE PLACED ON THE FRONT OF THE LOOP DETECTOR PANEL)
- ONE SET OF FDOT SPEC LOAD RESISTORS FOR THE BACK PANEL
- ONE BALL BEARING ROLLER DRAWER
- ONE MANUAL CORD
- NAZTEC 2-CHANNEL TS2 TIME DELAY DETECTOR MODEL: 722L
- TWO SETS OF CABINET DRAWINGS
- ONE SET OF OPERATION MANUALS FOR EACH DEVICE
- TWO SET OF KEYS (TWO CONTROLLER DOOR AND TWO POLICE ACCESS KEYS)
- ONE PRE-EMPT PANEL (2-CHANNEL MINIMUM)
- FOUR 100 AMP-HOUR BATTERIES MODEL: ALPHA 210GXL

PAY ITEM 682-1-133:
SHALL BE A BOSCH PAN TILT ZOOM HD CAMERA.

PAY ITEM 684-1-1:
SHALL BE A ITS EXPRESS 8040 SWITCH.

PAY ITEM 685-1-11:
SHALL BE A TEMPLE UNINTERRUPTIBLE POWER SUPPLY MODEL FXM 2000. SYSTEM SHALL BE INSTALLED AND HOUSED IN A SEPARATE CABINET FROM THE TRAFFIC CONTROLLER CABINET ASSEMBLY.

UTILITY NOTES

1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vp, 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.
2. UTILITY AGENCY OWNERS PER DIG TICKET:

COMCAST CABLE	(904) 738-6898
FPL ELECTRIC	(386) 586-6403
TECO PEOPLES GAS	(813) 275-3783
AT&T TELEPHONE	(561) 683-2729
ST. JOHNS COUNTY UTILITY DEPARTMENT	(904) 209-2624
UNITI FIBER LLC	(251) 214-7059

DIRECTIONAL BORE NOTES

1. WHEN PERFORMING A HORIZONTAL DIRECTIONAL DRILLING (HDD) OPERATION, THE UTILITY/AGENCY OWNER (UAO) SHALL RESTRICT THE BORED DIAMETER TO THE MAXIMUM DIAMETER ALLOWED FOR THE DIAMETER OF THE UTILITY BEING INSTALLED. THE UTILITY DIAMETER IS THE CASING DIAMETER WHEN CASING IS USED. FOR UTILITY DIAMETERS LESS THAN 8 INCHES, THE MAXIMUM BORED DIAMETER IS EQUAL TO THE UTILITY DIAMETER PLUS 4 INCHES. FOR UTILITY DIAMETERS OF 8 INCHES TO 24 INCHES, THE MAXIMUM BORED DIAMETER IS EQUAL TO 1.5 TIMES THE UTILITY DIAMETER. FOR UTILITY DIAMETERS GREATER THAN 24 INCHES, THE MAXIMUM BORED DIAMETER IS EQUAL TO THE UTILITY DIAMETER PLUS 1 FOOT. WHERE A UTILITY HAS RESTRAINED JOINTS THE MAXIMUM BORED DIAMETER SHALL BE THE MANUFACTURER'S RECOMMENDED DIAMETER. ADDITIONALLY, THE UAO SHOULD MAINTAIN A CLEARANCE, FROM ANY EXISTING VITRIFIED CLAY SANITARY PIPE LINE OR EXISTING GAS LINES, OF AT LEAST 3.5 TIMES THE BORED DIAMETER.
2. WHEN BORING UNDER ROADWAY PAVEMENT, THE UAO SHALL MAINTAIN A BORE DEPTH OF AT LEAST 10 TIMES THE BORED DIAMETER OR 30 INCHES, WHICHEVER IS GREATER, AS MEASURED FROM THE TOP OF PAVEMENT TO THE TOP OF THE BORE. THE UAO MAY REDUCE THIS DEPTH BY DETERMINING THE WATER TABLE ANTICIPATED AT TIME OF INSTALLATION OR A CONFINING LAYER. THE CONFINING LAYER IS A 2 FEET THICK LAYER OF EARTH THAT RESISTS 30 BLOWS PER FOOT OF A STANDARD PENETRATION TEST. IF EITHER OF THESE IS DETERMINED, THE BORE DEPTH MAY BE REDUCED TO 2 FEET BELOW THE TOP OF THE CONFINING LAYER TO THE TOP OF THE BORE, OR 2 FEET BELOW THE TOP OF THE WATER TABLE TO THE TOP OF THE BORE. ADDITIONALLY, THE UAO SHOULD MAINTAIN A CLEARANCE, FROM ANY EXISTING VITRIFIED CLAY SANITARY PIPE LINE OR EXISTING GAS LINES, OF AT LEAST 3.5 TIMES THE BORED DIAMETER.
3. THE UAO SHALL ALSO DO ALL OF THE FOLLOWING:
 - 1) DETERMINE ORIENTATION AND TRACKING OF THE DRILL BIT.
 - 2) UTILIZE RELIEF HOLES AS NECESSARY TO RELIEVE EXCESS PRESSURE DOWN HOLE.
 - 3) PREVENT HEAVING DURING PULL BACK.
 - 4) KEEP THE DRILL PIPE IN THE BORE HOLE UNTIL THE FINAL PRODUCT IS PULLED INTO PLACE.
 - 5) WHEN BORING UNDER ROADWAY PAVEMENT, INSTALL THE PRODUCT INTO A BORE HOLE WITHIN THE SAME DAY THAT THE PRE-BORE IS COMPLETED.

PAVING AND DRAINAGE NOTES

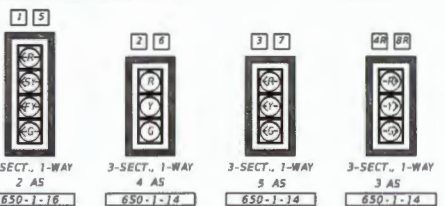
1. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES DURING CONSTRUCTION.
2. ALL CONSTRUCTION LINES & GRADES SHALL BE ESTABLISHED AND MAINTAINED BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF DOWNSTREAM TURBIDITY/ SILTATION THROUGH THE USE OF HAY BALES, SCREENS, SILTATION BASINS, CHEMICAL FLOCCULATION, AND/OR ANY OTHER SUITABLE MEANS REQUIRED TO MEET FLORIDA STREAM STANDARDS. SEED AND MULCH ALL DISTURBED AREAS, SOD AS REQUIRED TO CONTROL EROSION THROUGH FINAL INSPECTION AND TO PRODUCE A UNIFORM STRAND OF GRASS THROUGHOUT.
4. THE PAVING/CURB CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING CURB TRANSITIONS TO FINISH GRADE.

REVISIONS				JACK W. HULSBURG, P.E. P.E. LICENSE NUMBER 83370 KIMLEY-HORN AND ASSOCIATES, INC. 12740 GRAN BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32258 TELEPHONE NUMBER (904) 828-3900	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. 15 T-6
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	INTERSECTION	
						SR 207	ST. JOHNS	

GENERAL NOTES

Approved
2024.A.297.00019
Christopher
8/20/2024

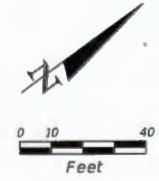
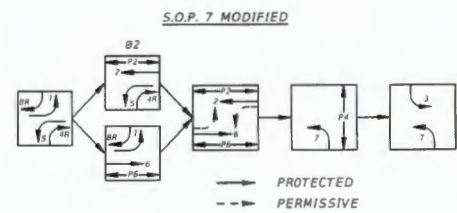
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-1.1004, F.A.C.



SIGNAL HEADS SHALL HAVE BACKPLATES WITH RETROREFLECTIVE BORDERS

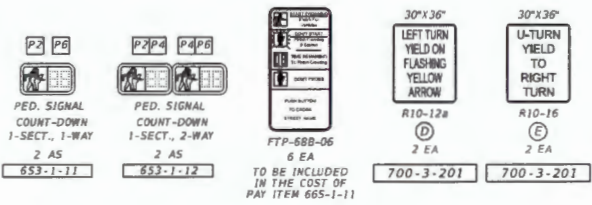


STREET NAME SIGNS SHALL BE FREE SWINGING INTERNALLY ILLUMINATED WITH TWO-POINT ATTACHMENTS. SEE GUIDE SIGN WORKSHEETS FOR DETAILS.



SIGNALIZATION NOTES

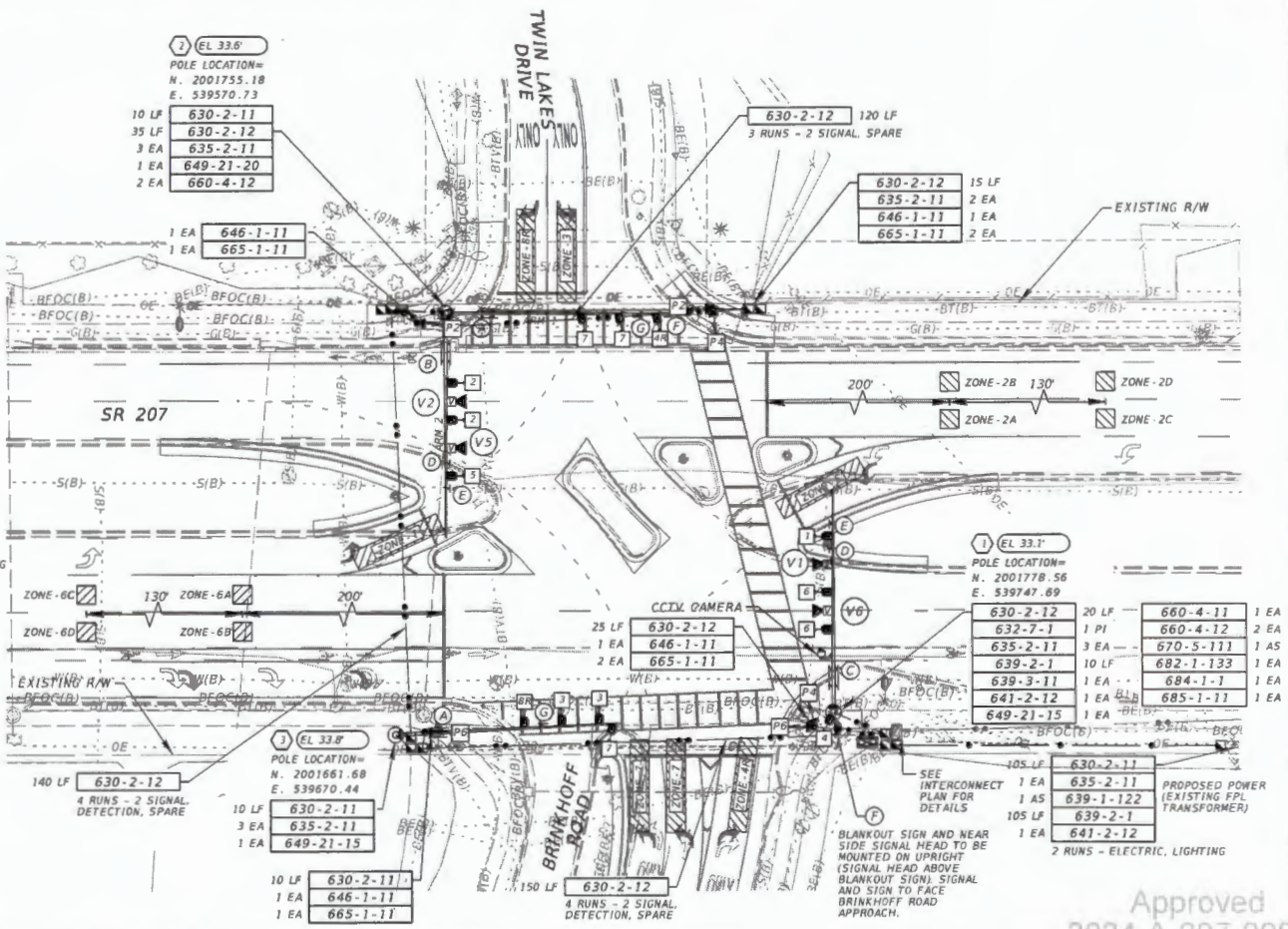
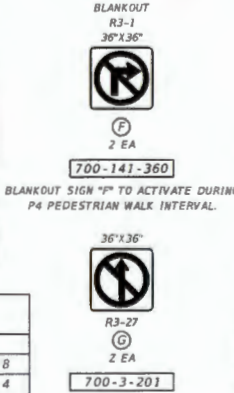
- MAJOR STREET IS SR 207 (POSTED SPEED 45 MPH). MINOR STREETS ARE TWIN LAKES DRIVE (POSTED SPEED 25 MPH) AND BRINKHOFF ROAD (POSTED SPEED 35 MPH).
- FLASHING OPERATION: MOVEMENTS 2 AND 6 ARE YELLOW AND MOVEMENTS 1, 3, 4, 5, 7, AND 8 ARE RED.
- THE CONTRACTOR SHALL FIELD VERIFY MAST ARM LOCATION ELEVATIONS PRIOR TO ORDERING MAST ARMS.



VIDEO DETECTION ZONES				
DETECTOR	DET. ZONE	SIZE	NO. OF LANES	DELAY TIME (SEC)
V5	ZONE 1	6' x 30'	1	0
	ZONE 3	6' x 30'	1	0
	ZONE 8R	6' x 30'	1	10
V1	ZONE 5	6' x 30'	1	0
	ZONE 7	6' x 30'	2	0
V2	ZONE 4R	6' x 30'	1	10
	ZONE 2A-D	6' x 6'	2	0
V6	ZONE 6A-D	6' x 6'	2	0

██ DENOTES VEHICLE DETECTION ZONE

CONTROLLER TIMINGS									
TIMING FUNCTION		1	2	3	4	5	6	7	8
MOVEMENT NUMBER	MINIMUM GREEN	4	18	4	4	4	18	4	4
	EXTENSION	3	0	2	5	3	0	2	5
	MAXIMUM GREEN 1	15	45	25	15	15	45	25	15
	MAXIMUM GREEN 2	-	-	-	-	-	-	-	-
TIMING FUNCTION	YELLOW CLEARANCE	4	8	4	8	4	4	8	4
	ALL RED	2	0	2	0	2	0	2	0
	PEDESTRIAN WALK	-	7	-	7	-	7	-	7
	PED. CLEARANCE	-	22	-	36	-	27	-	-
	RECALL	-	MIN	-	-	-	MIN	-	-



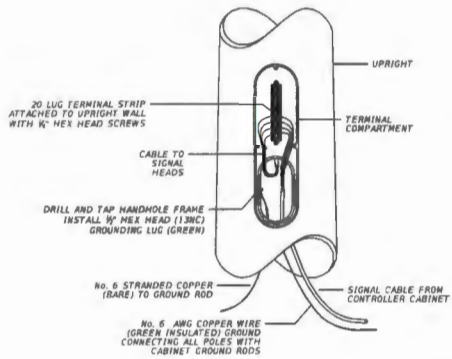
REVISIONS		DATE	DESCRIPTION

JACK W. HULSBURG, P.E.
P.E. LICENSE NUMBER 83370
KIMLEY-HORN AND ASSOCIATES, INC.
12740 GRAN BAY PARKWAY WEST, SUITE 2350
JACKSONVILLE, FLORIDA 32258
TELEPHONE NUMBER (904) 828-3900

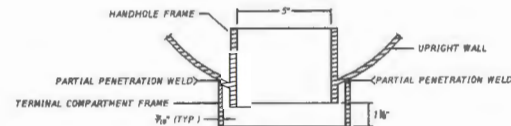
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

Approved
2024.A.287.000-99
Christopher Bogue
8/20/2024
SIGNALIZATION PLAN
1-7

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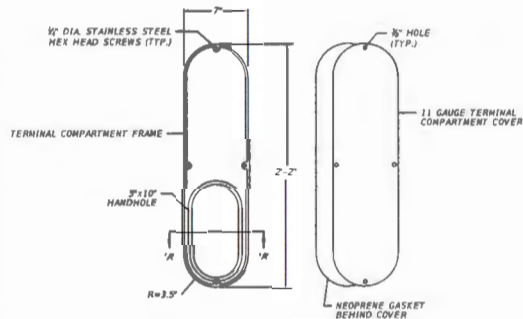


WIRING DETAILS
N.T.S.



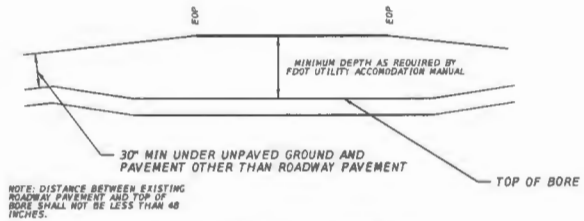
SECTION "A-A"
N.T.S.

MAST ARM DETAILS
N.T.S.



TERMINAL COMPARTMENT FRAME AND COVER DETAIL
N.T.S.

NOTE: HANDHOLE COVER AND COVER CLIPS SHOWN IN INDEX 649-031 ARE NOT REQUIRED ON POLES WHERE TERMINAL COMPARTMENT IS SPECIFIED.



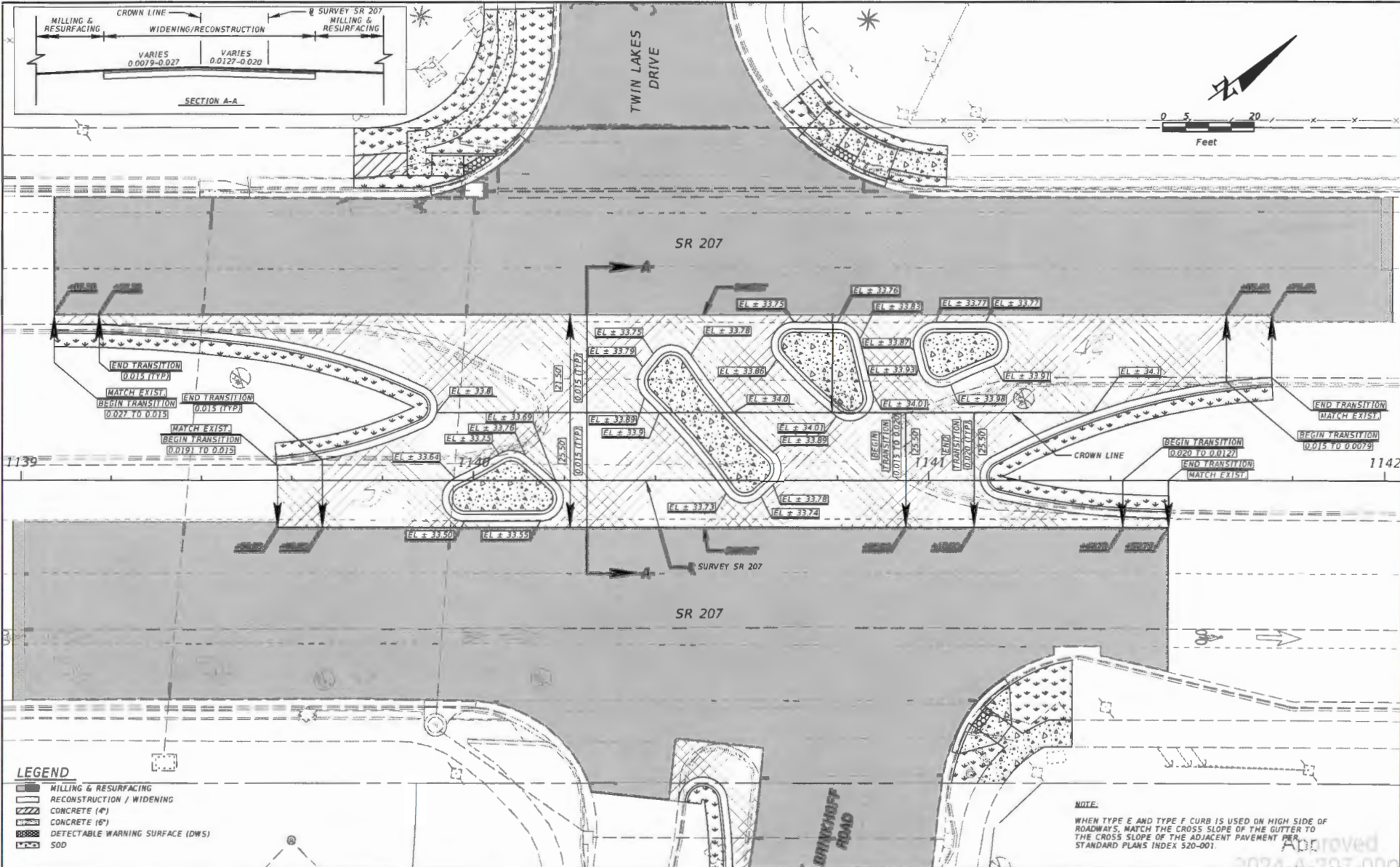
NOTE: DISTANCE BETWEEN EXISTING ROADWAY PAVEMENT AND TOP OF BORE SHALL NOT BE LESS THAN 48 INCHES.

DIRECTIONAL BORE PROFILE

REVISIONS				JACK W. HULSBURG, P.E. P.E. LICENSE NUMBER 83370 KIMLEY-HORN AND ASSOCIATES, INC. 12740 GRAN BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32258 TELEPHONE NUMBER (904) 828-3900	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	INTERSECTION
				SR 207	ST. JOHNS	BRINKHOFF ROAD	

MISCELLANEOUS DETAILS

Approved
2024-A-207-000-09
Christopher
6/20/24
1-9



- LEGEND**
- MILLING & RESURFACING
 - RECONSTRUCTION / WIDENING
 - CONCRETE (4")
 - CONCRETE (6")
 - DETECTABLE WARNING SURFACE (DWS)
 - SOD

NOTE:
 WHEN TYPE E AND TYPE F CURB IS USED ON HIGH SIDE OF ROADWAYS, MATCH THE CROSS SLOPE OF THE GUTTER TO THE CROSS SLOPE OF THE ADJACENT PAVEMENT PER STANDARD PLANS INDEX 520-001.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

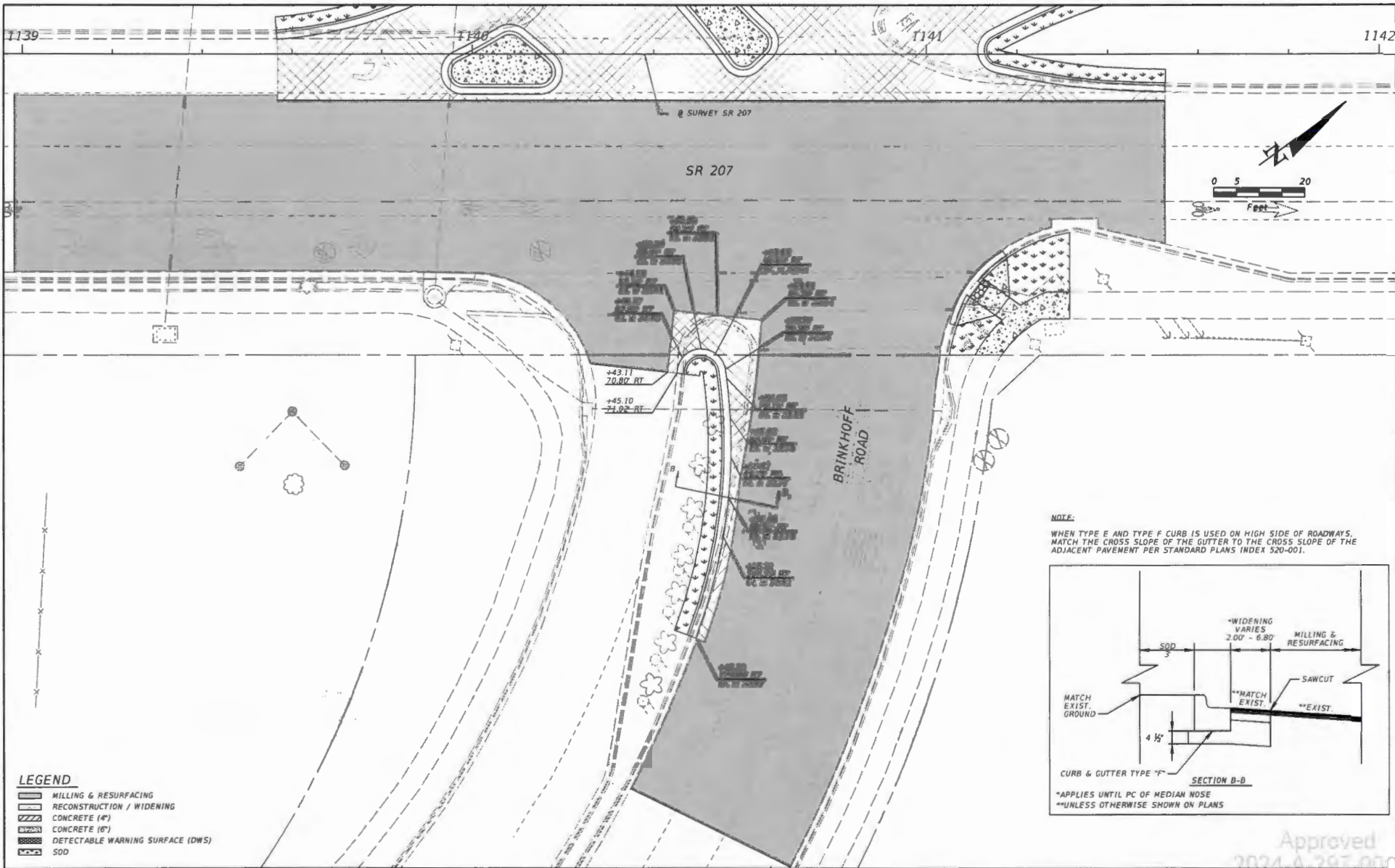
MARY ELLEN CRIST, P.E.
 P.E. LICENSE NUMBER 92172
 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32258
 TELEPHONE NUMBER (904) 828-3900

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

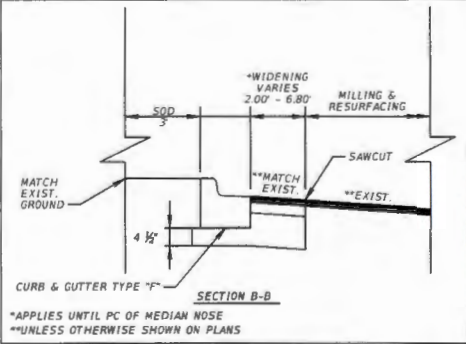
GRADING PLAN

SHEET NO. 7-11

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



NOTE:
 WHEN TYPE E AND TYPE F CURB IS USED ON HIGH SIDE OF ROADWAYS, MATCH THE CROSS SLOPE OF THE GUTTER TO THE CROSS SLOPE OF THE ADJACENT PAVEMENT PER STANDARD PLANS INDEX 520-001.



- LEGEND**
- MILLING & RESURFACING
 - RECONSTRUCTION / WIDENING
 - CONCRETE (4")
 - CONCRETE (6")
 - DETECTABLE WARNING SURFACE (DWS)
 - SDD

REVISIONS	
DATE	DESCRIPTION

MARY ELLEN CRIST, P.E.
 P.E. LICENSE NUMBER 92172
 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32258
 TELEPHONE NUMBER (904) 828-3900

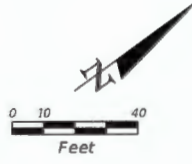
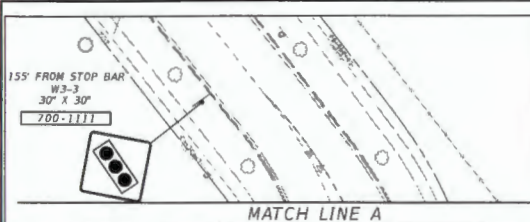
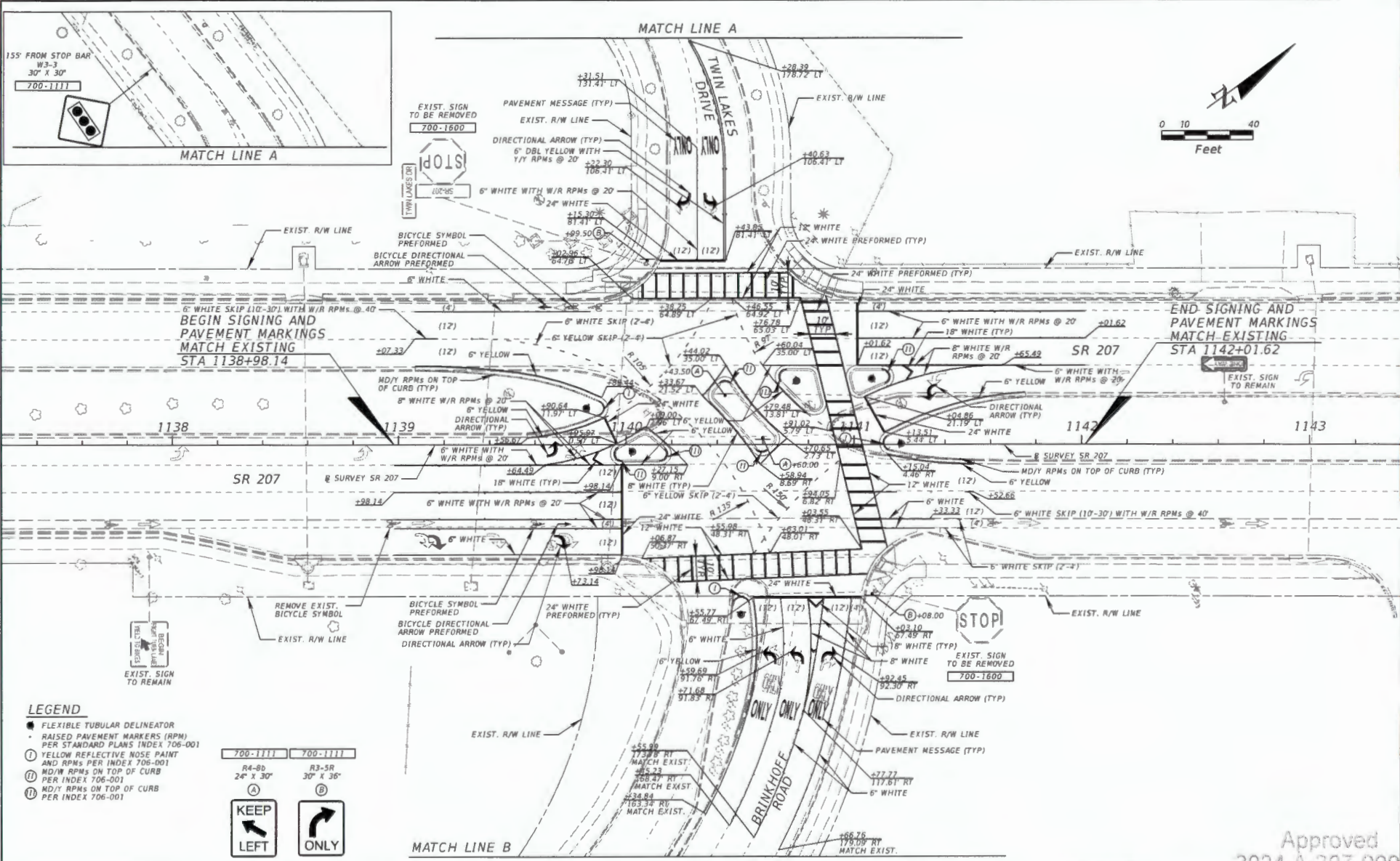
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

GRADING PLAN

Approved
 2024 A 297 000
 Christopher
 8/20/24

SHEET NO. 7-12

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6315.23.004, F.A.C.



LEGEND

- FLEXIBLE TUBULAR DELINEATOR
- RAISED PAVEMENT MARKERS (RPM) PER STANDARD PLANS INDEX 706-001
- ① YELLOW REFLECTIVE NOSE PAINT AND RPMs PER INDEX 706-001
- ② MD/W RPMs ON TOP OF CURB PER INDEX 706-001
- ③ MD/Y RPMs ON TOP OF CURB PER INDEX 706-001

700-1111 700-1111
 R4-R5 24' X 30' R3-SR 30' X 36'
 KEEP LEFT ONLY

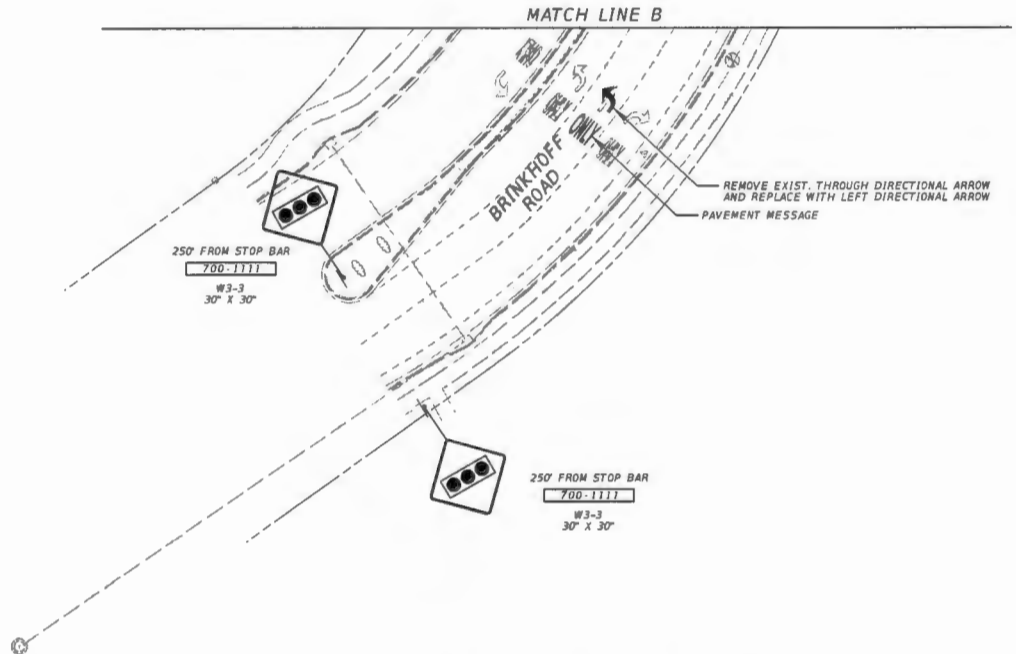
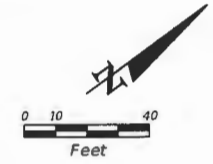
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MARY ELLEN CRIST, P.E.
 P.E. LICENSE NUMBER 92172
 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32258
 TELEPHONE NUMBER (904) 828-3900

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

Approved
 2024 A 297 000 19
 Christopher Rogue
 8/20/2024
 SHEET NO. 7-13

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



REVISIONS	
DATE	DESCRIPTION

MARY ELLEN CRIST, P.E.
 P.E. LICENSE NUMBER 92172
 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32258
 TELEPHONE NUMBER (904) 828-3900

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

Approved
 2024-A-287-000-09
 Christopher Fogie
 8/30/2024

**SIGNING AND
PAVEMENT MARKING PLAN**

SHEET NO.
T-14

LIGHTING DATA TABLE

POLE NO.	TAG NO.	CIRCUIT	NORTHING	EASTING	POLE TYPE	FOUNDATION TYPE	NO. OF LUMINAIRES	MOUNTING HEIGHT	ARM LENGTH	TILT ANGLE	LUMINAIRE WATTAGE	LUMEN OUTPUT	IES PATTERN	CCT	IES FILE	LEGEND SYMBOL
EX-1	TBD	BY FPL	2001688.06	539518.16	EX. WOOD JOINT-USE POLE	EXISTING	1	38.0'	12'	0°	264 W	32,447	TYPE IV	3000K	ATB2 P604 R4 3K	
EX-2	TBD	BY FPL	2001670.14	539681.81	EX. WOOD JOINT-USE POLE	EXISTING	1	38.0'	12'	0°	264 W	32,447	TYPE IV	3000K	ATB2 P604 R4 3K	
1	TBD	BY FPL	2001770.16	539558.78	NEW 45° CONC. LIGHT POLE	DIRECT BURY	1	35.0'	12'	0°	264 W	32,447	TYPE IV	3000K	ATB2 P604 R4 3K	
EX-3	TBD	BY FPL	2001835.73	539622.55	EX. CONC. JOINT-USE POLE	EXISTING	1	35.0'	12'	0°	264 W	32,447	TYPE IV	3000K	ATB2 P604 R4 3K	
2	TBD	BY FPL	2001755.62	539762.15	NEW 40° CONC. LIGHT POLE	DIRECT BURY	1	30.0'	12'	0°	264 W	32,447	TYPE IV	3000K	ATB2 P604 R4 3K	
EX-4	TBD	BY FPL	2001793.85	539754.58	EX. CONC. JOINT-USE POLE	EXISTING	1	35.0'	12'	0°	264 W	32,447	TYPE IV	3000K	ATB2 P604 R4 3K	

LIGHTING NOTES:

- WHERE FOOTERS OR FOUNDATIONS ARE TO BE INSTALLED BY AUGERING OR DRILLING, SURVEY AND STAKE OR PAINT TO AN ACCURACY OF 0.1' PRIOR TO REQUESTING UTILITY LOCATES. STAKE OR PAINT THE CENTER OF EACH LOCATION AND CLEARLY LABEL WITH STATION, OFFSET, IDENTIFYING STRUCTURE NUMBER, AND DIAMETER OF EXCAVATION IN INCHES.
- WHERE AUGERING OR DRILLING, EXCAVATE THE FIRST 4 FEET BY NON-MECHANICAL AND NON-DESTRUCTIVE MEANS.
- THE BASIS OF DESIGN USED FOR THE PROPOSED LIGHTING INCLUDES:
 - MANUFACTURER: AMERICAN ELECTRIC LIGHTING
 MODEL: AUTOBAHN SERIES ATB2
 PRODUCT NUMBER: ATB2 P604 MVOLT R4 3K
 INPUT VOLTAGE: SINGLE PHASE 120V
 LUMINAIRE TYPE: COBRAHEAD
 POLE OWNER/MAINTAINING AGENCY: FPL
- PROVIDE SHOP DRAWINGS OF THE PHOTOMETRIC CALCULATIONS FOR LUMINAIRES OTHER THAN THE BASIS OF DESIGN SHOWN IN THE PLANS. MEET ALL PHOTOMETRIC REQUIREMENTS IN THE CONTRACT DOCUMENTS. ALL LIGHTING MATERIALS SHALL CONFORM TO FPL STREET LIGHT STANDARDS AND SPECIFICATIONS.
- ALL LIGHTING WORK TO BE PERFORMED BY FPL. LIGHTING DATA TABLE AND LEGEND INCLUDED FOR REFERENCE ONLY.

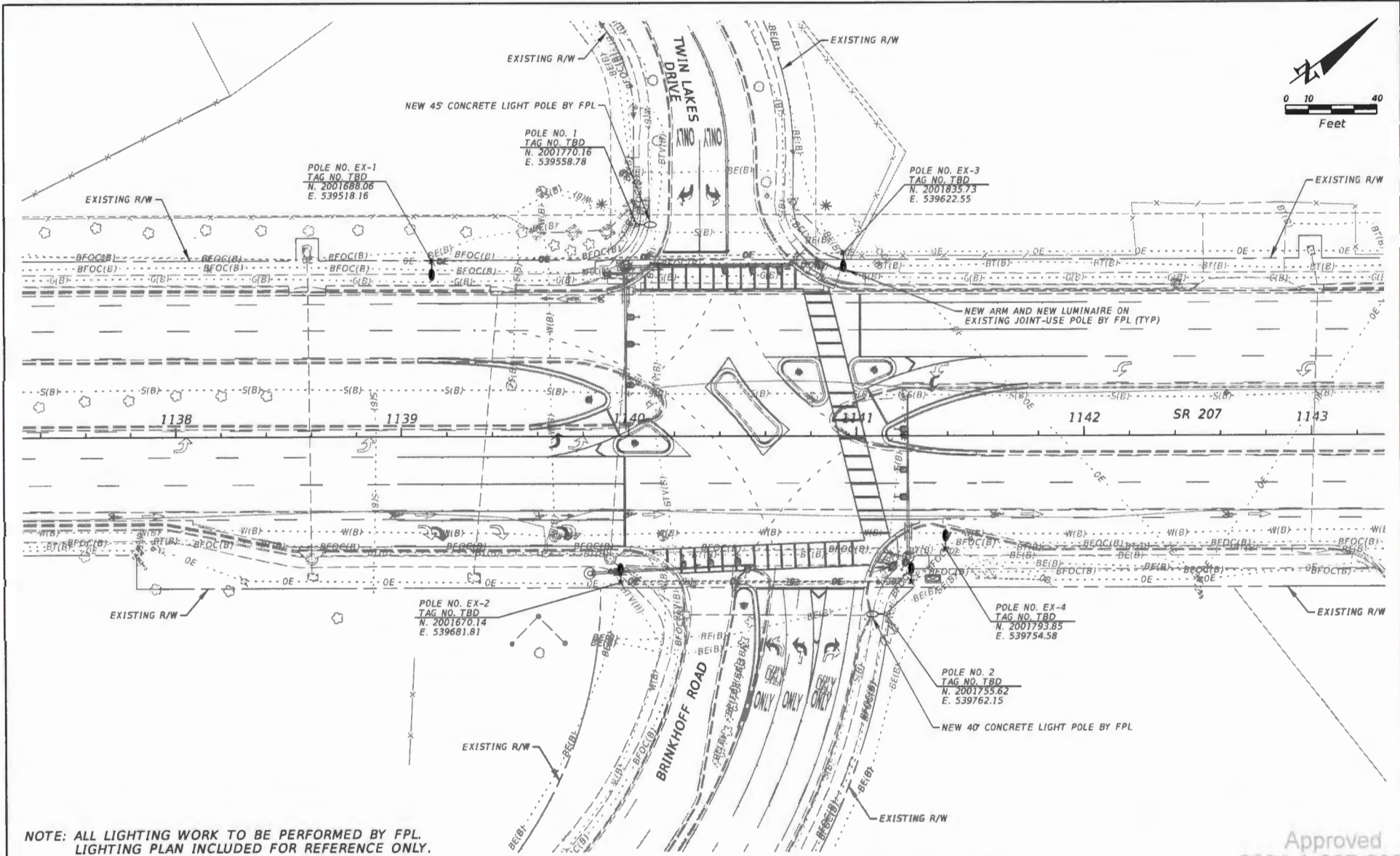
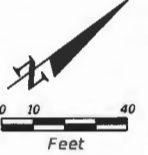
SIGNALIZED INTERSECTION LIGHTING DESIGN CRITERIA:

HORIZONTAL AVERAGE INTENSITY	3.0 FOOT CANDLES - STANDARD 1.5 FOOT CANDLES - MINIMUM
VERTICAL AVERAGE INTENSITY	1.5 FOOT CANDLES - STANDARD 1.2 FOOT CANDLES - MINIMUM
UNIFORMITY RATIO AVG./MIN.	4:1 OR LESS
UNIFORMITY RATIO MAX./MIN.	10:1 OR LESS
DESIGN WIND SPEED	140 MPH - ST. JOHNS COUNTY

LIGHTING LEGEND:

- NEW CONCRETE LIGHT POLE (PERFORMED BY FPL).
- NEW ARM AND NEW LUMINAIRE ON EXISTING JOINT-USE POLE (PERFORMED BY FPL).

REVISIONS				WENDY J. KREHBIEL, P.E. P.E. LICENSE NUMBER 74007 KIMLEY-HORN AND ASSOCIATES, INC. 12740 GRAN BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32258 TELEPHONE NUMBER (904) 828-3900	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING DATA TABLE AND LEGEND	SHEET NO. T-15
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	INTERSECTION		
					SR 207	ST. JOHNS	BRINKHOFF ROAD		



NOTE: ALL LIGHTING WORK TO BE PERFORMED BY FPL.
LIGHTING PLAN INCLUDED FOR REFERENCE ONLY.

REVISIONS	
DATE	DESCRIPTION

WENDY J. KREHBIEL, P.E.
P.E. LICENSE NUMBER 74007
KIMLEY-HORN AND ASSOCIATES, INC.
12740 GRAN BAY PARKWAY WEST, SUITE 2350
JACKSONVILLE, FLORIDA 32258
TELEPHONE NUMBER (904) 828-3900

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

Approved
2024 A 207-000-09
Christopher Fogie
8/20/2024
SHEET NO. T-16

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-21.004, F.A.C.

STANDARD MAST ARM ASSEMBLIES DATA TABLE

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.)	
1	A70/S-P5/S-DS/14/5	A70/S	-	-	-	-	-	P5/S	-	21.75	DS/16/5
2	A70/D-A70/D-P6/D-DS/18/5	A70/D	-	A70/D	-	270	-	P6/D	-	21	DS/18/5
3	A70/S-P5/S-DS/14/5	A70/S	-	-	-	-	-	P5/S	-	19.75	DS/14/5

NOTES (NOTES DATE 11-13-23):

- 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.
- 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.
- ARM MOUNTING HEIGHT UB MUST BE BETWEEN 18-22 FEET.
- 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.
- 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.
- WORK WITH INDEX 649-030 AND 649-031.

FOUNDATION NOTES:

- FOUNDATION DESIGN IS BASED ON SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING. GEOTECHNICAL REPORT PROVIDED BY LEGACY ENGINEERING, INC. DATED MARCH 6, 2024. (LEGACY PROJECT NO: 24-1044.1)
- VALUES USED IN DESIGN:
 MAST ARMS 1-3:
 SOIL FRICTION ANGLE = 30°
 SOIL WEIGHT = 50 pcf (SUBMERGED)
 SPT "N" VALUE = 15
- GEOTECHNICAL RECOMMENDATIONS
 - THE CONTRACTOR IS ADVISED THAT THE GROUNDWATER CONDITIONS VARY AND THAT THE ACTUAL GROUNDWATER LEVELS AT THE TIME OF CONSTRUCTION SHOULD BE ASSESSED TO DETERMINE IMPACT ON CONSTRUCTION.
 - CONSTRUCT DRILLED SHAFT FOUNDATIONS IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD ROAD AND BRIDGE CONSTRUCTION 455-13 THROUGH 455-24.
 - IT IS ANTICIPATED THAT THE DRILLED SHAFTS WILL BE INSTALLED USING THE WET (SLURRY) CONSTRUCTION METHOD.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

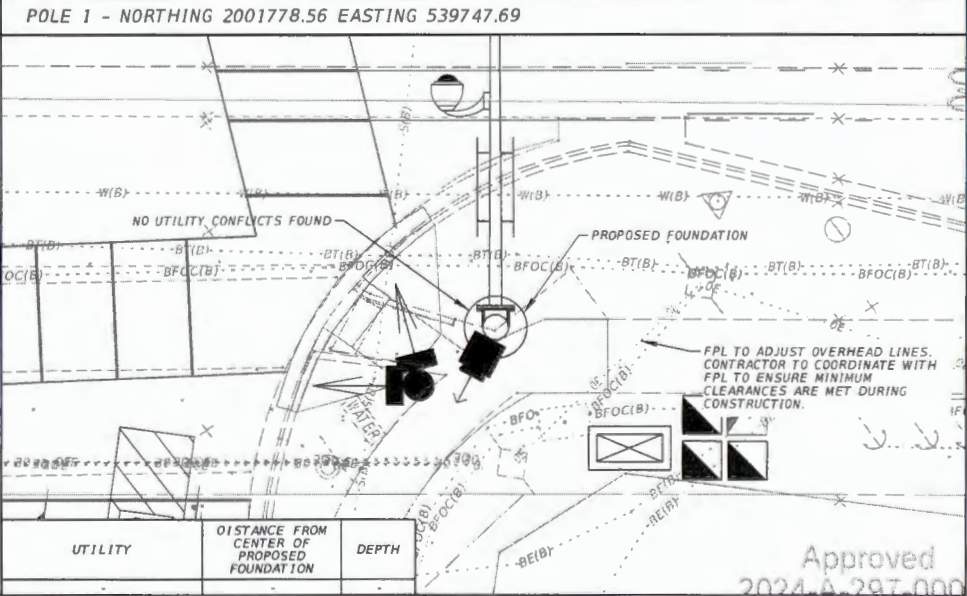
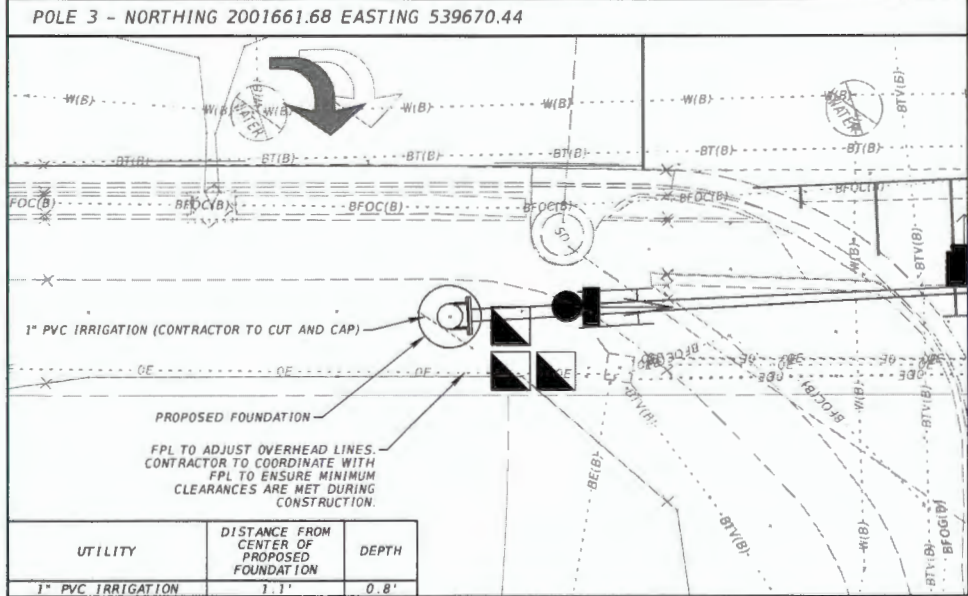
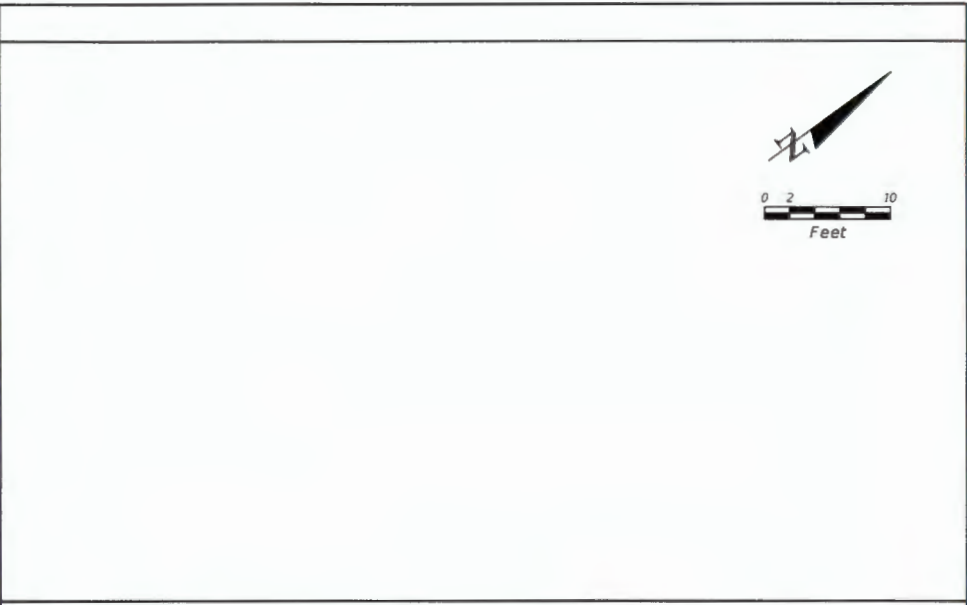
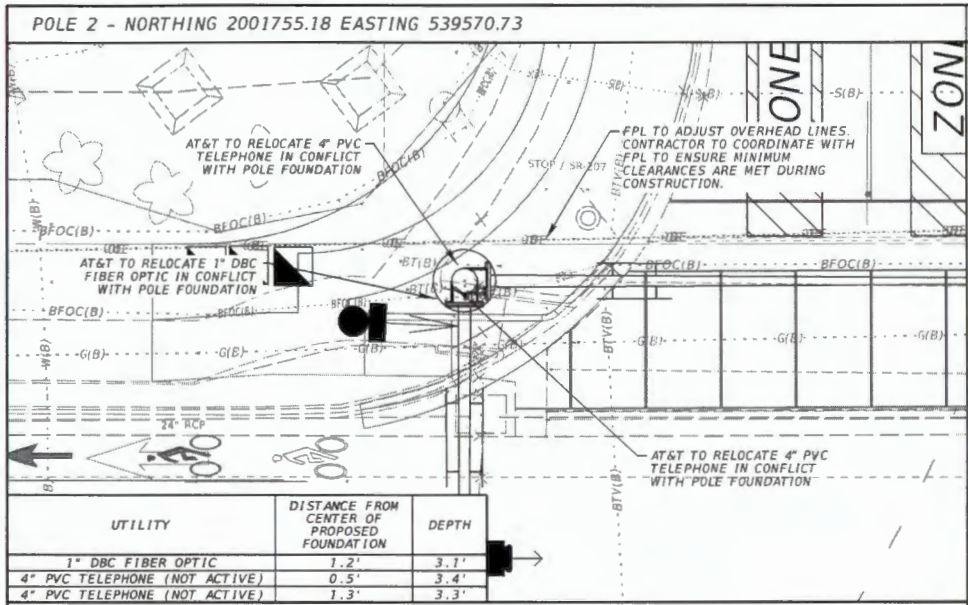
KELLY NICOLE WARD, P.E.
 P.E. LICENSE NUMBER 94735
 KIMLEY-HORN AND ASSOCIATES, INC.
 1920 WEKIVA WAY, SUITE 200
 WEST PALM BEACH, FLORIDA 33411
 TELEPHONE NUMBER (561) 845-0665

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

**STANDARD MAST ARM
DATA TABLE**

SHEET NO.
T-18

Approved
 2024-A-207-000-09
 Christopher Fogue
 8/20/2024



DATE	DESCRIPTION	DATE	DESCRIPTION

JACK W. HULSBURG, P.E.
 P.E. LICENSE NUMBER 83370
 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32258
 TELEPHONE NUMBER (904) 828-3900

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

Approved
 2024-A-297-000-09
 Christopher Rogue
 8/20/2024
 SHEET NO. 1-19

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

SIGN NAME		QTY	SIGN NUMBER		STATION(S)	
PANEL		BORDER				
WIDTH	6'-0"	WIDTH	0.5"			
HEIGHT	2'-0"	RADIUS	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		
NO. OF LIGHT FIXTURES						
FIXTURE SPACING		PHOTOMETRIC CURVE		WATT	VOLTAGE	

SIGN NAME		QTY	SIGN NUMBER		STATION(S)	
PANEL		BORDER				
WIDTH	8'-0"	WIDTH	0.5"			
HEIGHT	2'-0"	RADIUS	0"			
LEGEND	White	COLOR	White			
COLOR	Green					
SYMBOL(S)	ANGLE	X	Y	WID	HT	
AR_Type D	270	81.5	3	5	7.5	
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge of Lane	COLUMN SIZE	AVERAGE LENGTH		
NO. OF LIGHT FIXTURES						
FIXTURE SPACING		PHOTOMETRIC CURVE		WATT	VOLTAGE	

COPY	S	R	2	0	7	L		
SPACE	9.4	20	28.1	34.3	44.5	54.5	53.3	
COPY								
SPACE								
COPY								
SPACE								
COPY								
SPACE								
COPY								
SPACE								
COPY								
SPACE								

COPY	T	w	i	n	L	a	k	e	s	L
SPACE	9.6	17.7	29.7	34.1	40.7	46.9	55.1	64.1	72	79.8
COPY	D	r	L							
SPACE	44	49.5	8.1							
COPY										
SPACE										
COPY										
SPACE										
COPY										
SPACE										
COPY										
SPACE										

SIGN NAME		QTY	SIGN NUMBER		STATION(S)	
PANEL		BORDER				
WIDTH	8'-0"	WIDTH	0.5"			
HEIGHT	2'-0"	RADIUS	0"			
LEGEND	White	COLOR	White			
COLOR	Green					
SYMBOL(S)	ANGLE	X	Y	WID	HT	
AR_Type D	90	7	3	5	7.5	
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge of Lane	COLUMN SIZE	AVERAGE LENGTH		
NO. OF LIGHT FIXTURES						
FIXTURE SPACING		PHOTOMETRIC CURVE		WATT	VOLTAGE	

SIGN NAME		QTY	SIGN NUMBER		STATION(S)	
PANEL		BORDER				
WIDTH	8'-0"	WIDTH	0.5"			
HEIGHT	2'-0"	RADIUS	0"			
LEGEND	White	COLOR	White			
COLOR	Green					
SYMBOL(S)	ANGLE	X	Y	WID	HT	
AR_Type D	270	84	3	5	7.5	
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge of Lane	COLUMN SIZE	AVERAGE LENGTH		
NO. OF LIGHT FIXTURES						
FIXTURE SPACING		PHOTOMETRIC CURVE		WATT	VOLTAGE	

COPY	T	w	i	n	L	a	k	e	s	L
SPACE	9.6	17.7	29.7	34.1	40.7	46.9	55.1	64.1	72	79.8
COPY	D	r	L							
SPACE	44	49.5	8.1							
COPY										
SPACE										
COPY										
SPACE										
COPY										
SPACE										

COPY	B	r	i	n	k	h	o	f	f	L
SPACE	11.2	22.1	29.5	35.5	46.1	55.8	65.5	74.4	80.7	73.7
COPY	R	d	L							
SPACE	43.9	48.8	8.3							
COPY										
SPACE										
COPY										
SPACE										
COPY										
SPACE										

REVISIONS		
DATE	DESCRIPTION	DESCRIPTION

JACK W. HULSBURG, P.E.
 P.E. LICENSE NUMBER 83370
 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32258
 TELEPHONE NUMBER (904) 828-3900

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF ROAD

Approved
 2024 A 207 000 09
 Christopher Boogoe
 8/20/2024
 7-20

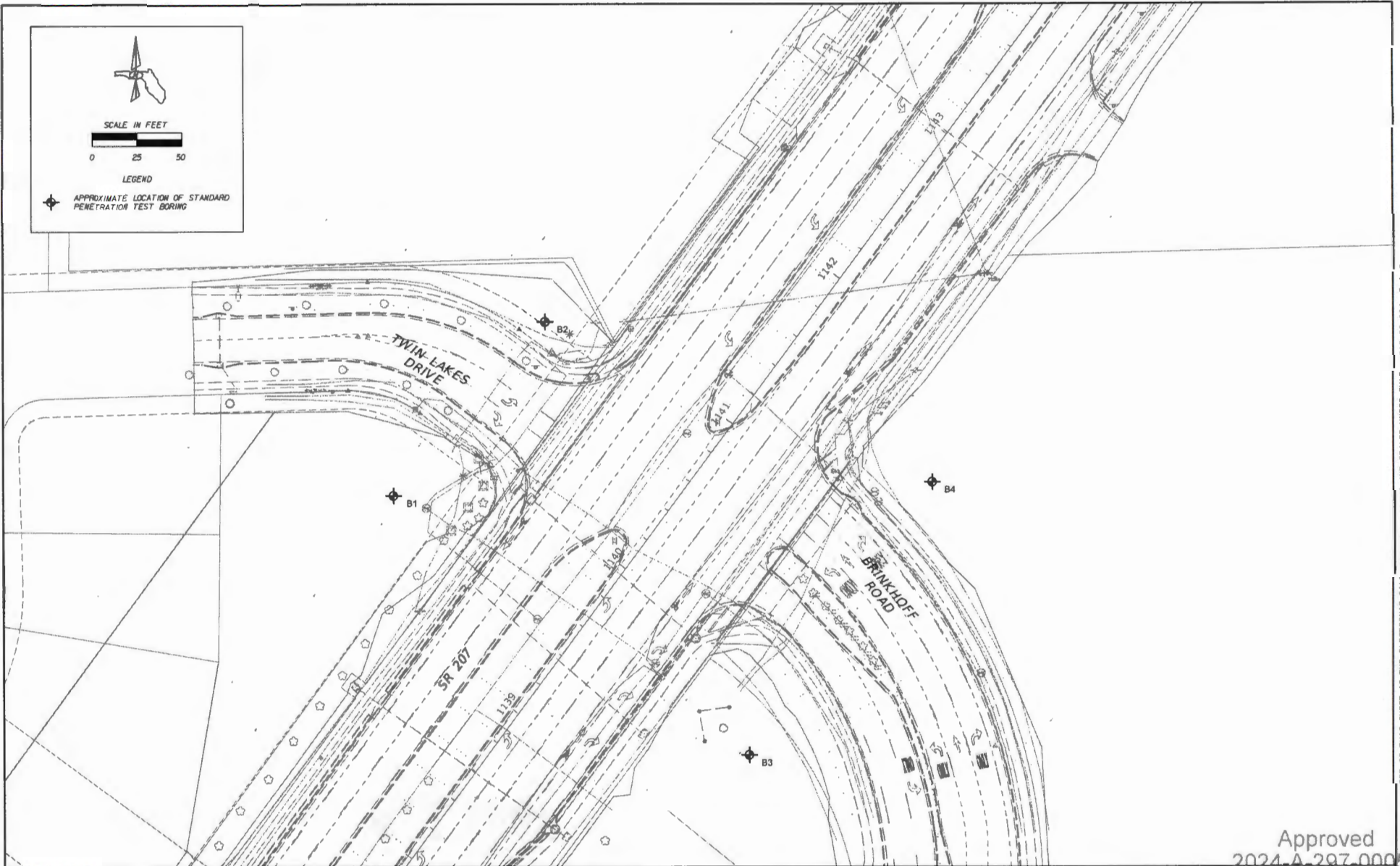
THIS SHEET IS THE ELECTRONIC FILE. DIGITALLY SIGNED AND SEALED UNDER RULE 61G55-22.004, F.A.C.

SCALE IN FEET

0 25 50

LEGEND

◆ APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING



REVISIONS	
DATE	DESCRIPTION

LEWIS E. HAY, III, P.E.
 P.E. LICENSE NUMBER 48098
 LEGACY ENGINEERING, INC.
 6415 GREENLAND RD
 JACKSONVILLE, FLORIDA 32258

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF RD

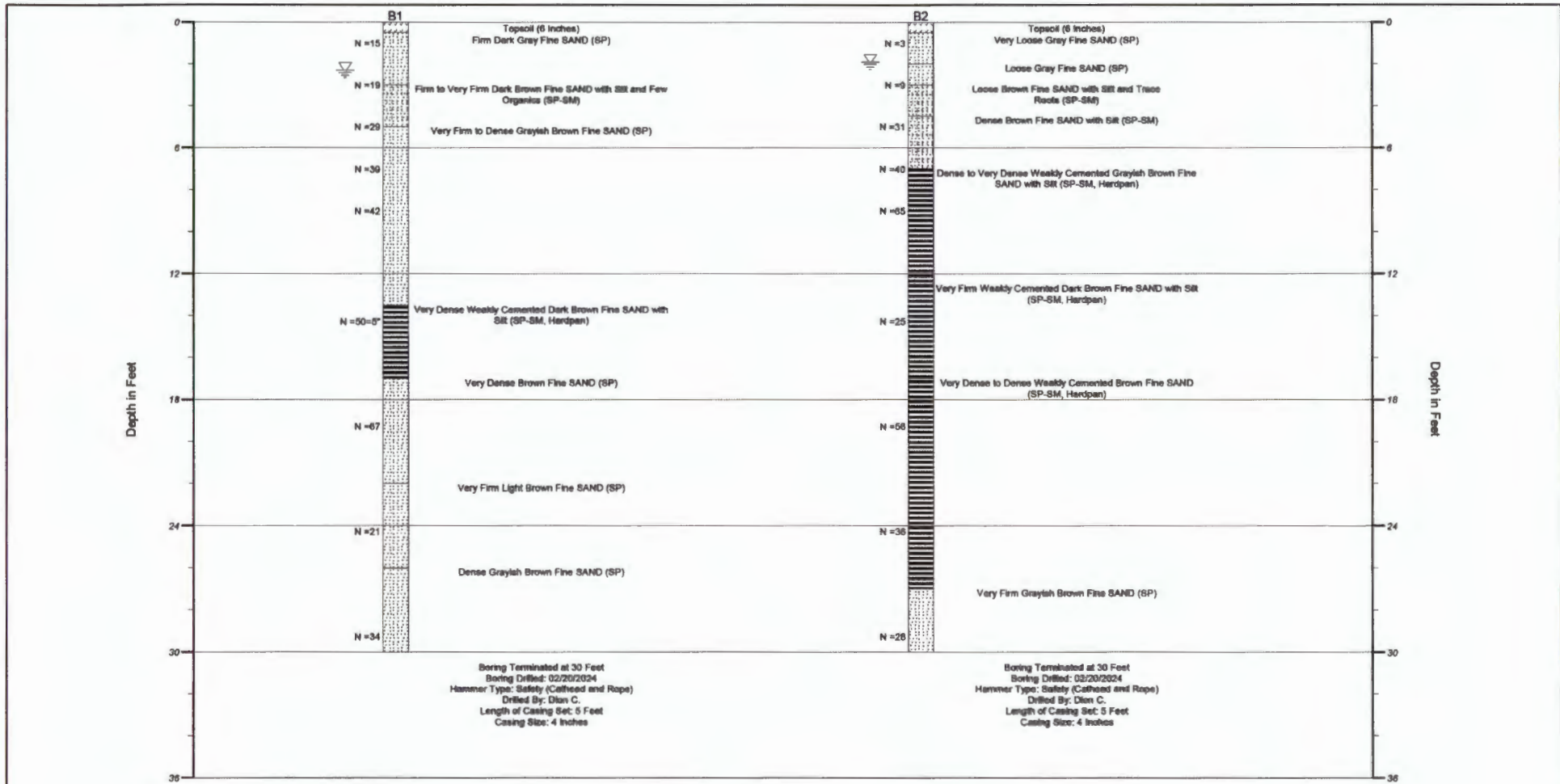
Approved
 2024 A-297-000-09
 Christopher Rogue
 8/20/2024

REPORT OF CORE BORINGS
 FOR MAST ARMS

SHEET
 NO. 7-22

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE. DIGITALLY SIGNED AND SEALED UNDER BILL. 6EVS-23-004 - F.A.C.

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

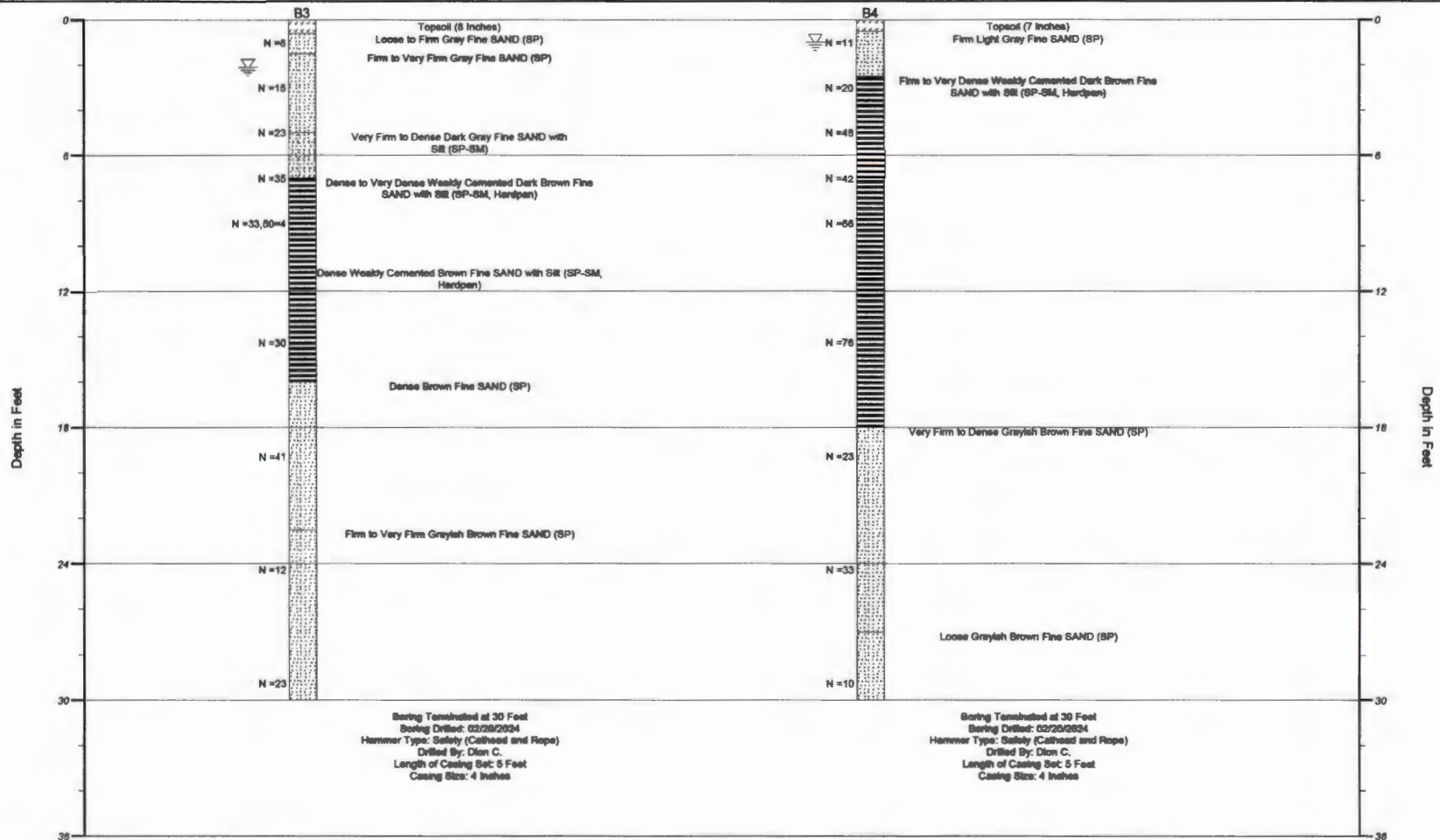


- Strata symbols**
- Topsoil
 - Fine SAND (SP)
 - Fine SAND with Silt (SP-SM)
 - Cemented Fine SAND with Silt (SP-SM, Hardpan)

Ground Water Depth

DATE		DESCRIPTION		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
<p>LEWIS E. HAY, III, P.E. P.E. LICENSE NUMBER 48098 LEGACY ENGINEERING, INC. 6415 GREENLAND RD JACKSONVILLE, FLORIDA 32258</p>					
<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p>					
ROAD NO.		COUNTY		INTERSECTION	
SR 207		ST. JOHNS		BRINKHOFF RD	
<p>REPORT OF CORE BORINGS FOR MAST ARMS</p>				<p>SHEET NO. 7-23</p>	

Approved
2024-A-297-000-19
Christopher Bogue
8/20/2024



Strata symbols

-  Topsoil
-  Fine SAND (SP)
-  Fine SAND with Silt (SP-SM)
-  Cemented Fine SAND with Silt (SP-SM, Hardpan)

 Ground Water Depth

Boring Terminated at 30 Feet
 Boring Drilled: 02/28/2024
 Hammer Type: Safety (Cathod and Rope)
 Drilled By: Dion C.
 Length of Casing Set: 5 Feet
 Casing Size: 4 Inches

Boring Terminated at 30 Feet
 Boring Drilled: 02/20/2024
 Hammer Type: Safety (Cathod and Rope)
 Drilled By: Dion C.
 Length of Casing Set: 5 Feet
 Casing Size: 4 Inches

REVISIONS	
DATE	DESCRIPTION

LEWIS E. HAY, III, P.E.
 P.E. LICENSE NUMBER 48098
 LEGACY ENGINEERING, INC.
 6415 GREENLAND RD
 JACKSONVILLE, FLORIDA 32258

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	INTERSECTION
SR 207	ST. JOHNS	BRINKHOFF RD

Approved
 2024 A 297 000 9
 Christopher Rogge
 8/20/2024
 SHEET NO. T-24



ADDENDUM #1

December 31, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 2049 SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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 "N", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Clarifications:

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

1. There is no MOT provided in the plans.
 - The contractor is responsible for the setup of all MOT.
 - On sheet T-5, TEMPORARY TRAFFIC CONTROL NOTES, #4 the contractor shall have a FDOT certified temporary traffic control specialist during mot setup, breakdown, and daily maintenance.
 - On sheet T-6, Pay Item Notes, Pay Item 102-1 shall include the cost of all labor and equipment/materials required to maintain traffic through the work zone in accordance with FDOT standard plans index 102 series.

Questions/Answers:

The County provides the following answer to the question submitted below:

2. Can we have a lane closure during the median reconstruction?
 - Yes, as long as one lane remains open to continuous traffic in both directions on SR 207.
 - Under sheet T-5, Temporary Traffic Control Notes, #1 LANE CLOSURES AND DETOURS WILL NOT BE PERMITTED ON WEEKENDS OR HOLIDAYS, NOR WILL THEY BE PERMITTED DURING THE HOURS OF 6:30AM TO 7:30PM. FDOT may adjust these times to reflect actual field conditions. The contractor shall notify the Engineer, FDOT, and St. Johns County of any required lane closures at least one week prior.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, JANUARY 8, 2025 @ 2:00 PM EDST

END OF ADDENDUM NO. 1



ADDENDUM #2

January 2, 2025

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 2049 SR 207 AT BRINKHOFF RD INTERSECTION IMPROVEMENTS

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 "N", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Clarifications:

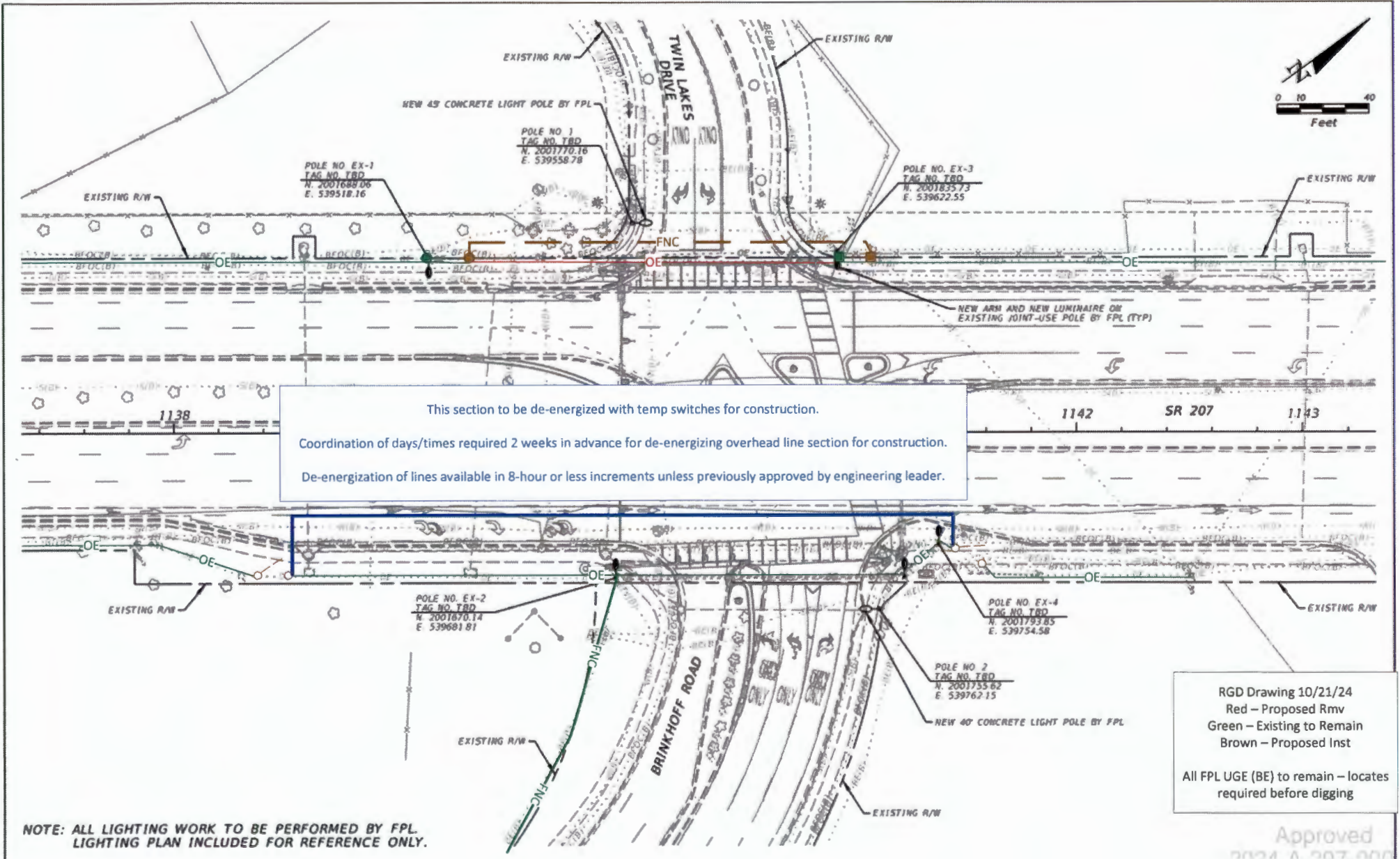
The County provides the following revisions and/or clarifications to be incorporated into the IFB Documents:

1. This Addendum is to ensure that the contractor understands they will need to coordinate with FPL to get the lines deenergized when installing mast arm foundation and uprights during construction.
 - See revised Exhibit B attached.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, JANUARY 8, 2025 @ 2:00 PM EDST

END OF ADDENDUM NO. 2

The contractor understands they will need to coordinate with FPL to get the lines deenergized when installing mast arm foundation and uprights.



This section to be de-energized with temp switches for construction.
 Coordination of days/times required 2 weeks in advance for de-energizing overhead line section for construction.
 De-energization of lines available in 8-hour or less increments unless previously approved by engineering leader.

RGD Drawing 10/21/24
 Red - Proposed Rmv
 Green - Existing to Remain
 Brown - Proposed Inst
 All FPL UGE (BE) to remain - locates required before digging

NOTE: ALL LIGHTING WORK TO BE PERFORMED BY FPL.
 LIGHTING PLAN INCLUDED FOR REFERENCE ONLY.

Approved
 10/24 A 207.000