

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER – PHASE 1 TO HOFFMAN COMMERCIAL CONSTRUCTION, LLC. AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the County is progressing with the project to install artificial turf with underdrain system on an existing sports field located at Solomon Calhoun Community Center located at 1300 Duval Street, St. Augustine, Florida 32084; and

WHEREAS, through the County’s formal Bid Process, Hoffman Commercial Construction, LLC. was the lowest, responsive, responsible bidder; with a Base Bid Lump Sum Bid Price of \$2,236,000.00 with a Deductive Alternate #1 in the amount of \$196,000.00 at a Total Project Lump Sum Bid Price of \$2,040,000.00; 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 SJC Tourist Development Tax Fund Cat III – Recreation.

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. 2026 to Hoffman Commercial Construction, LLC. 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: 2026.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4<sup>th</sup> 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: 24-MCA-HOF-20770

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This Master Construction Agreement (“Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (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 **HOFFMAN COMMERCIAL CONSTRUCTION, LLC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 6919 Distribution Avenue South, Unit 5, Jacksonville, FL 32256, Phone: 904-759-3211, and E-mail: [phoffman@hoffmancommercial.com](mailto:phoffman@hoffmancommercial.com), for **IFB NO. 2026 RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER – PHASE 1** 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 – Solomon Calhoun Community Center Specifications – October 1, 2024
  - ii. Exhibit B – Renovations at Solomon Calhoun Community Center Construction Plans – October 1, 2024
  - iii. Exhibit C – 2026 St. Johns County Paving & Drainage Construction Permit Comm 23-99 – May 31, 2024
  - iv. Exhibit D – 2026 St. Johns River Water Management District Permit # 107976-5 – June 6, 2024
  - v. Exhibit E – Report of Geotechnical Exploration – May 19, 2023
- 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. 2026

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 installation of artificial turf with underdrain system on an existing sports field located at Solomon Calhoun Community Center located at 1300 Duval Street, St. Augustine, Florida 32084. Work shall include, but not be limited to, grading/disposal of excess cut material, erosion control, site stabilization, demolition of existing construction noted in the Drawings, existing retention pond reconfiguration, installation of new goal posts, installation of new fencing and ball stop netting, installation of geotextile, stone, drainage works and turf, construction of perimeter concrete curbing and fencing, construction of storm sewer and outfall control structure, and providing a turf groomer. Construction shall be in accordance with the attached plans and specifications and is limited to the "Phase 1" scope as noted in the plans. The contractor shall comply with all owner-provided agency permits, be responsible for obtaining any additional permits that may be required, and provide as-builts, in the form(s) and number specified in the agency permits. As-builts shall be corrected and resubmitted, at the contractor's expense, as many times as necessary to achieve approval by the owner, engineer, and permitting agencies. All materials, equipment, tools and labor necessary to complete the work described in, and reasonably inferable from the plans, will be provided by the contractor.

### 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 **fifteen (15)** 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 **\$1,086** 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 Project Lump Sum price of **Two Million Forty Thousand and Zero Cents (\$2,040,000.00)**, which includes a base bid lump sum of \$2,236,000.00, and a Deductive Bid Price of \$196,000.00 for Bid Alternate #1, together comprise 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 Construction Services

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 Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

#### **14.20 Compliance with Florida Statute 287.138**

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

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

#### **14.21 Written Notice**

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

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

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

Hoffman Commercial Construction, LLC  
6919 Distribution Avenue South, Unit 5  
Jacksonville, FL 32256  
Attn: Paul Hoffman, President  
Email Address: [phoffman@hoffmancommercial.com](mailto:phoffman@hoffmancommercial.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](mailto:jferguson@sjcfl.us)

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



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

**County :**

St. Johns County (Seal)  
(Typed Name)

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

Leigh A. Daniels, CPPB, FCCM  
(Printed Name)

Purchasing Manager  
(Title)

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

**Contractor:**

Hoffman Commercial Construction, LLC  
(Typed Name)

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

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

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

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

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

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

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

**Legally Sufficient:**

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

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

FORM 1  
**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Contract No.	24-MCA-HOF-20770
Project Title:	Renovations at Solomon Calhoun Community Center – Phase 1

The undersigned Contractor hereby swears under penalty of perjury that:

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

Dated \_\_\_\_\_, 20\_\_ Contractor \_\_\_\_\_  
 By: \_\_\_\_\_  
 (Signature)  
 By: \_\_\_\_\_  
 (Name and Title)

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

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

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

FORM 2

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

<b>Owner:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b>
<b>Contract No.:</b> 24-MCA-HOF-20770	<b>Contractor Name:</b>
<b>Project:</b> Renovations at Solomon Calhoun Community Center – Phase 1	<b>Contractor Address:</b>
<b>Project Address:</b>	<b>Contractor License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

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

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

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

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

*None*

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

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

By:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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



**NOTICE OF INTENT TO AWARD**

December 23, 2024

**IFB No: 2026; Renovations at Solomon Calhoun Community Center – Phase 1**

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

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

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

Please forward all correspondence, requests or inquiries directly to Alexis Colbert, Procurement Coordinator, via email at [acolbert@sjcfl.us](mailto: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](mailto:ldaniels@sjcfl.us)  
(904) 209-0154 - Direct

Date: 12/23/24



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

**IFB NUMBER: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1  
 AND TITLE \_\_\_\_\_**

**OPENING DATE: 12/4/2024**  
**OPENED BY: Alexis Colbert**  
**VERIFIED BY: Richard Poulin *RP***  
**POSTING DATE: 12/6/2024**

<b>BIDDERS</b>	<b>BASE BID LUMP SUM PRICE</b>	<b>BID ALTERNATIVE (DEDUCTIVE) 1</b>	<b>TOTAL PROJECT LUMP SUM BID PRICE</b>				
<b>Medley Sports Construction</b>	<b>Non-Responsive</b>						
<b>Hoffman Commercial Construction, LLC</b>	<b>\$2,236,000.00</b>	<b>\$196,000.00</b>	<b>\$2,040,000.00</b>				
<b>Gervais Ventures, LLC</b>	<b>\$3,163,000.00</b>	<b>\$100,000.00</b>	<b>\$3,063,000.00</b>				
<b>Saboungi Construction Inc.</b>	<b>\$2,314,110.00</b>	<b>\$183,900.00</b>	<b>\$2,130,210.00</b>				

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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

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

DATE SUBMITTED: 12/04/24

**BID PROPOSAL OF**

Hoffman Commercial Construction, LLC.

Full Legal Company Name

6919 Distribution Ave S. STE #5, Jacksonville, FL 32256 904-275-3211

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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER- PHASE 1 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

**BASE BID LUMP SUM PRICE:** (All costs for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work per Exhibit A – Specifications and Exhibit B – Construction Plans)

\$ 2,236,000.00  
Base Bid Lump Sum Price (Numerical)

Two million two hundred thirty-six thousand \_\_\_\_\_/100 Dollars  
Base Bid Lump Sum Price (Amount written or typed in words)

**BID ALTERNATE 1 (DEDUCTIVE):** Sports Field Surface Infill Material and Pad (as per Exhibit "A" Technical Specifications Section 01 23 00 – Schedule of Alternates 3.1 (A))

\$ (196,000.00)  
Bid Alternate 1 (Deductive) Bid Price (Numerical)

Deduct One hundred ninety-six thousand \_\_\_\_\_/100 Dollars  
Bid Alternate 1 (Deductive) Bid Price (Amount written or typed in words)

**TOTAL PROJECT LUMP SUM BID PRICE:** (BASE BID - BID ALTERNATE 1)

\$ 2,040,000.00  
Total Project Lump Sum Bid Price (Numerical)

Two million forty thousand \_\_\_\_\_/100 Dollars  
Total Project 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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

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

No.:   1   Date Received: 11/26/24

No.:   2   Date Received: 11/27/24

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 Project 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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

**CORPORATE/COMPANY**

Full Legal Company Name: Hoffman Commercial Construction, LLC (Seal)

By: *Paul Hoffman* Paul Hoffman, President  
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 6919 Distribution Ave S. Ste 5, Jacksonville, FL 32256

Telephone No.: (904) 759-3211 Fax No.: ( )

Email Address for Authorized Company Representative: phoffman@hoffmancommercial.com

Federal I.D. Tax Number: 81-2135641 DUNS #: \_\_\_\_\_  
(If applicable)

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

Authorized POC: Paul Hoffman Email Address for POC: phoffman@hoffmancommercial.com  
(Name typed or printed)

**INDIVIDUAL**

Name: N.A. \_\_\_\_\_ (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: Paul Hoffman Email Address for POC: phoffman@hoffmancommercial.com  
(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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

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 FL

COUNTY OF St John

The Undersigned authority, Paul Hoffman ("Affiant"), who being duly sworn, deposes and states that he/she is the President (Title) of the Bidder Hoffman Commercial Construction, LLC (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for IFB No: 2026; Renovations at Solomon Calhoun Community Center- Phase 1, 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 2<sup>nd</sup> day of Dec, 20 24.

Paul Hoffman  
Signature of Affiant

Paul Hoffman

Printed Name of Affiant

President

Printed Title of Affiant

Hoffman Commercial Construction, LLC

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of December, 20 24, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires: 4/14/25



ATTACHMENT "B"  
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Paul Hoffman, certify that I am the Secretary of the corporation named as Principal in the foregoing; that Hoffman Commercial Construction, LLC, (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.

  
Signature of Secretary


Hoffman Commercial Construction, LLC  
Full Legal Name of Corporation (Bidder)

STATE OF FL

COUNTY OF St John

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, Paul Hoffman (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 2<sup>nd</sup> day of December, 2024, by the Authorized Representative of Bidder, who is personally known to me or has produced \_\_\_\_\_ as identification. Type and Number of I.D. produced: \_\_\_\_\_.

  
Notary Public  
My Commission Expires: 4/14/25

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



**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

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

In the space below, the Bidder shall list all **current** licenses and certifications held.

*The bidder shall attach a copy of each current license, certifications listed below to this form.*

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
<b>State of Florida Business License</b>	L16000057188	SUN BIZ	
<b>Certified General Contractor (CGC)</b>	CGC 1514994	DPS-FL	August 31, 2026
<b>Certified Underground Utility Contractor (CUC)</b>			
<b>ASBA (American Sports Builders Association) Certified Field Builder</b>	Nidy Sports Construction Certificate attached	ASBA	December 31, 2025



Ron DeSantis, Governor

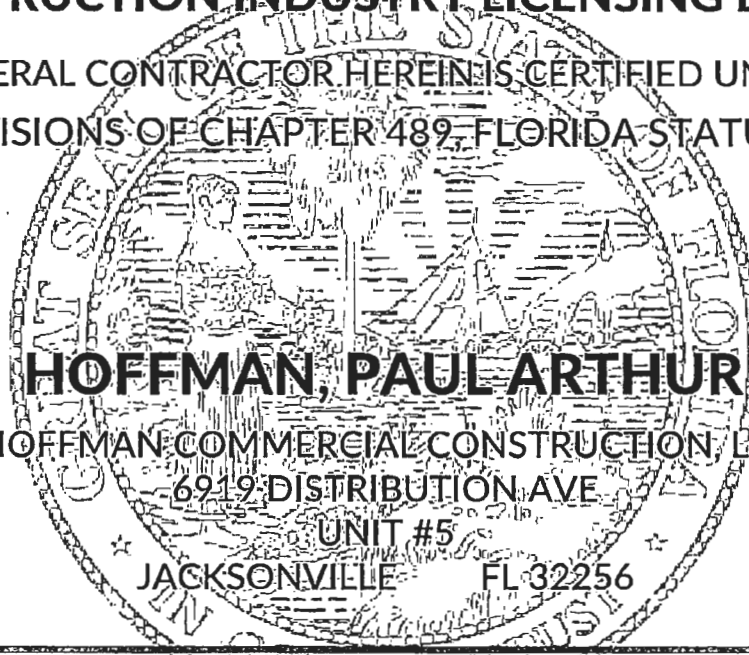
Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**HOFFMAN, PAUL ARTHUR**

HOFFMAN COMMERCIAL CONSTRUCTION, LLC  
6919 DISTRIBUTION AVE  
UNIT #5  
JACKSONVILLE FL 32256

**LICENSE NUMBER: CGC1514994**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 06/14/2024

Do not alter this document in any form.

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



ATTACHMENT C

**Attachment C**

**IFB No: 2026 Renovations at Solomon Community Center – Phase 1**

**Hoffman Commercial Construction Relevant Experience Projects within last 5 years.**

1. Nassau County Sheriff's Office Training Complex Phase 1 – Shooting Range  
General Contractor  
\$1,905,315  
Completed April 4, 2022  
New shooting range. Install Artificial Turf on the in field of the range. Curbing and sidewalk. Sitework and storm drainage.

Owner's Rep: NCSO  
Director Robin Patterson

2. Pine Ridge Subdivision Amenity Improvements-Sports field  
General Contractor  
\$1,723,355  
Completed February 10, 2023  
Site work for New Soccer Field. New tennis and basketball courts, Parking lot addition.

Owner's Rep: Pine Ridge Manager – Maria 904-572-8107

3. Nocatee – Coral Ridge Parks and Playgrounds  
General Contractor  
\$1,879,544  
Completion date was January 15, 2024  
New playground, shade structures, benches, sidewalks, fences and entrance for Coral Ridge Subdivision in Nocatee. Sports and dog walk fields.

Owner: SONOC CDD  
Maurice Rudolph  
904-571-0477

Architect: Basham Lucas  
Bill Wilber  
904-544-5955

4. Hammock Oak Clubhouse, Playground and Pool, SJC  
General Contractor  
\$1,832,942  
Completion date is September 10, 2022  
New wood framed clubhouse, gang bathrooms. Playground area and pool.  
Community Park.  
  
Owner's Rep: American Homes 4 Rent  
James Shonkwiler  
407-432-9512
5. Sheraton Hotel Fitness Center Expansion and Pool / bathroom renovation.  
Deerwood Park Blvd, Jacksonville.  
General Contractor  
\$582,000  
Completion date is January 15, 2020  
  
Owner's Rep: Sheraton HVMG  
Brad Whitaker  
904-718-7930
6. Nocatee – Settler's Landing Subdivision Sidewalks and Parks, SJC  
General Contractor  
\$855,800  
Completion Date is August, 2021  
Sidewalks for the common areas and parks, Wood timber shade structures for parks.  
Common area sports field and dog park.  
  
Owner's Rep: SONOC Company, LLC  
Maurice Rudolph  
904-571-0477
7. Palm Crest Subdivision – Parks and dog walks  
General Contractor  
\$1,048,813  
Completion Date is November, 2023  
Sidewalks for the common areas and parks.  
Common area sports field and dog park. Playground and fenced area.  
  
Owner's Rep: SONOC Company, LLC  
Maurice Rudolph  
904-571-0477

8. Palencia Pickleball Courts  
General Contractor  
\$465,737  
Completion Date is February 2024  
Clear site behind Fitness center. Site work, storm drainage, new sidewalks, fencing and pickleball courts.

Owner's Rep: Palencia CDD Sweetwater  
John Smith  
770-841-4800

9. Nocatee – Volleyball Courts  
General Contractor  
\$71,100  
Completion Date is October 2021  
Two new beach-volleyball courts. Curbing, fencing, site work.

Owner's Rep: SONOC Company, LLC  
Maurice Rudolph  
904-571-0477

10. Seabrook Village Subdivision Sidewalks and Parks, SJC  
General Contractor  
\$959,555  
Completion Date is October 2023.  
Common area sports field, new entrances, and common area parks.

Owner's Rep: SONOC Company, LLC  
Maurice Rudolph  
904-571-0477



# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

***Glen Maurer, CFB-S***

---

Owner of Nidy Sports Construction Company, Inc

*The Designation*

**CERTIFIED FIELD BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS OF  
FIELD CONSTRUCTION AND FOR HAVING SUCCESSFULLY  
FULFILLED THE CONDITIONS OF ELIGIBILITY AND PASSED  
THE REQUIRED EXAMINATION

*In witness whereof we have set our hands on*

this 31st day of December, 2022

Certification expires: December 31, 2025

Executive Director

Certification Chairman







# Certificate of Membership

*This is to certify that*

**The Nidy Sports Construction Company, Inc.**  
Is a Member of the Builder Division  
of the

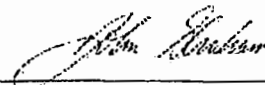
## *American Sports Builders Association*

*a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.*

*The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.*

*In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on January 21, 2008.*



  
Secretary

  
Chairman



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**STEVENSON, ZACHARY**

THE NIDY SPORTS CONSTRUCTION COMPANY, INC.  
751 GENERAL HUTCHISON PARKWAY  
LONGWOOD FL 32750

**LICENSE NUMBER: CBC1261000**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 05/13/2024

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## ATTACHMENT C - Turf Field Construction Reference List of Relevant Projects

<b>Job</b>	<b>Arch./Contractor</b>	<b>Description</b>
Margate Southeast Park 6199 NW 10 Street Margate, Florida 33063	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Construct Turf Field and Install Field Turf Classic HD on Recreational Socce Fields. In Contract
Angeline Academy of Innovation 8916 Angeline School Way Land O' Lakes, Florida 34638	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Construct Turf Field Base and Install Field Turf XT-57 on Stadium Field Completed June 2024
Patton Park Stadium Field 2850 Hodges Blvd. Jacksonville, Florida 32224	Acon Construction Company 3653 Regent Boulevard, Suite 401 Jacksonville, Florida 32216 Frank Anderson (904)813-4065	Construct Turf Field Base and Install Synthetic Turf System Completed December 2023
Saint Cloud High School 2000 Bulldog Lane Saint Cloud, Florida 34769	Arnco Construction 1110 Pennsylvania Ave Saint Cloud, Florida 34769 Phillip Owens (407)892-0111	Construct Turf Field Base and Install Synthetic Turf System Completed November 2023
KIPP Charter School 1440 McDuff Ave North Jacksonville, Florida 32254	Carlton Construction, Inc. 4615 US Highway 17, Suite 1 Fleming Island, Florida 32003 Christian Mowery (904)284-8321	Construct Turf Field Base and Install Synthetic Turf System Completed November 2023
Showalter Field 721 W New England Ave Winter Park, Florida 32789	City of Winter Park 721 W New England Ave Winter Park, Florida 32789 Ronnie Moore (407)599-3334	Construct Turf Field Base and Install Synthetic Turf System Completed August 2023
DME 2509 Bellevue Ave Daytona Beach, Florida 32114	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Construct Turf Field Base and Install Synthetic Turf System Completed May 2023
Windermere Prep 6189 Winter-Garden Vineland Road Windermere, Florida 34786	Windermere Prep 3189 Winter-Garden Vineland Road Windermere, Florida 34786 Steven Shehan (407)905-7737	Construct Turf Field Base and Install Synthetic Turf System Completed March 2023

GGG High School  
1500 Veterans Memorial Blvd  
Naples, Florida 34110

O-A-K/Florida, Inc  
11941 Fairway Lakes Drive  
Fort Myers, Florida 33913  
Brian Filipek  
(239)561-4141

Construct Turf Field Base and Install  
Synthetic Turf System  
Completed March 2023

University of South Florida  
4202 East Fowler Avenue  
Tampa, Florida 33620

R.R. Simmons  
400 North Ashley Drive, Suite 1650  
Tampa, Florida 33602  
Mic Marshall  
(813)632-5503

Construct Turf Field Base and Install  
FieldTurf Classic HD 2.5" Synthetic Turf System  
on Football Field  
Completed November 2022

Cady Way Park  
2525 Cady Way  
Winter Park, Florida 32792

City of Winter Park  
721 West New England Avenue  
Winter Park, Florida 32789  
Jason Seeley  
(407)643-1613

Design Services to Construct Multipurpose  
Synthetic Turf Field at Two Locations  
Completed August 2022

University of North Florida  
1 UNF Drive  
Jacksonville, Florida 32224

University of North Florida  
1 UNF Drive  
Jacksonville, Florida 32224  
Paul Stewart  
(904)620-3978

Construct Turf Field Base and Install  
Synthetic Turf System  
Completed May 2022

Sand Pine Park  
Field A & B  
300 Newcastle Street  
Boca Raton, Florida 33487

Burkhardt Construction, Inc.  
1400 Alabama Avenue, Suite 20  
West Palm Beach, Florida 33401  
Marc Kleisley  
561-659-1400

Remove and Disposal of Turf Infill, Laser Grade  
Base, and Install FieldTurf Synthetic  
Turf System on Multi Purpose Field  
Completed March 2022

University of Florida  
Fields #5 & #6  
2894 Hull Road  
Gainesville, Florida 32611

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Base Construction, Install Synthetic Turf System  
on Multi Purpose Field  
Completed November 2021

Cornerstone Academy Sports Field  
5903 Randolph Avenue  
Orlando, Florida 32809

City of Belle Isle Chart School, Inc.  
5903 Randolph Avenue  
Belle Isle, Florida 32809  
Keith Van Dyke

Construct Multi Purpose Field Base, Install Soccer  
Goals, Install Baseball Bases  
Completed October 2021

University of Florida Maguire Field  
Bledsoe Drive & Radio Road  
Gainesville, Florida 32608

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Construct Turf Field Base and Install  
Synthetic Turf System  
Completed January 2021

New Smyrna Beach Sports Complex  
1800 Turnbull Bay Road  
New Smyrna Beach, Florida 32168

City of New Smyrna Beach  
124 Industrial Park Avenue  
New Smyrna Beach, FL 32168  
David Ray  
(386)424-2271

Construct Field Base, Install Upright Goal Posts,  
and, Install FieldTurf Classic HD-57 Synthetic  
Turf System on Multi Purpose Field  
Completed September 2020

Palmetto Ridge High School  
1665 Victory Lane  
Naples, Florida 34120

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Remove and Disposal of Turf Infill, Laser Grade  
Base, and Install FieldTurf Classic HD-57  
Synthetic Turf System on Multi Purpose Field  
Completed August 2020

Community School of Naples  
13275 Livingston Road  
Naples, Florida 34109

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Base Construction, Install Upright Goal Posts, and  
Install FieldTurf Classic HD-57 Synthetic Turf  
System on Multi Purpose Field  
Completed August 2020

Golden Gate South Elementary School  
4911 20th Place Southwest  
Naples, Florida 34116

Owen-Ames-Kimball Company  
11941 Fairway Lakes Drive  
Fort Myers, Florida 33913  
Dave Dale  
(239)561-4141

Base Construction, Install FieldTurf Classic HD-2  
Synthetic Turf System with CoolPlay on  
Multi Purpose Field  
Completed July 2020

Monsignor Pace High School  
15600 NW 32nd Avenue  
Miami, Florida 33054

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Install FieldTurf Classic HD-57 Synthetic  
Turf System on Football Field  
Completed April 2020

City of Margate Southeast Park  
655 SW 59th Avenue  
Margate, Florida 33068

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Base Construction for Synthetic Turf Field  
Install FieldTurf Classic HD-57 Synthetic  
Turf System on Soccer Fields  
Completed March 2020

Grace Place Sports Field  
4300 21st Street  
Naples, Florida 34116

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Base Construction for Synthetic Turf Field  
Completed December 2019

Tampa Preparatory School  
727 West Cass Street  
Tampa, Florida 33606

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Base Construction for Synthetic Turf Field  
Completed November 2019

Holy Trinity  
5625 Holy Trinity Dr.  
Melbourne, FL 32940

Holy Trinity Episcopal Academy  
5625 Holy Trinity Dr.  
Melbourne, FL 32940  
Justin Morton  
321-723-8323

Design and Construct Turf Football Field  
Install FieldTurf Classic FTHD-57 Three  
Layer System with CoolPlay  
Completed November 2019

Golden Gate High School  
2925 Titan Way  
Naples, Florida 34116

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Remove and Disposal of Turf Infill, Remove  
Sprinkler Heads, and Laser Grade Base for  
Turf Field  
Completed July 2019

Bradford High School  
581 North Temple Avenue  
Starke, Florida 32091

Field Turf USA, Inc.  
8088 Montview, Montreal, QC  
Canada, H4P 2L7  
Mike Vincent  
(248)977-4388

Base Construction for Synthetic Field Turf  
System and Install Goal Posts  
Completed June 2019

Pahokee Everglades Prep Academy 360 East Main Street Pahokee, Florida 33476	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Base Construction for Synthetic Field Turf System and Install Field Equipment Completed May 2019
Posnack Jewish Day School 5890 South Pine Island Road Davie, Florida 33328	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Base Construction for Synthetic Field Turf System and Install Soccer Goals Completed March 2019
Celebration Athletic Field Section 7, Township 25 South Range 28 East Osceola County, FL	Celebration Athletic Field Golfpark Drive Celebration, Florida 34747 Susan Elder (407) 566-1200	Construct Turf Sports Fields Completed February 2019
Montverde Academy 17235 Seventh Street Montverde, Florida 34756	Montverde Academy 17235 Seventh Street Montverde, Florida 34756 Brad Long (407) 469-2561	Base Construction for Baseball Field Install FieldTurf Classic HD 45 Synthetic Turf System Completed February 2019
Rollins College 801 N Orange Avenue Winter Park, Florida 32789	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Turf Baseball Field Construction Completed January 2019
University of Miami 5681 Ponce DeLeon Boulevard Coral Gables, Florida 33146	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Site Work for Indoor Practice Field Completed July 2018
Five Tool Training 14797 Philips Highway Jacksonville, Florida 32256	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Turf Base Construction Completed July 2018
Hillcrest Elementary 1010 East Concord Street Orlando, Florida 32803	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Site Work for Turf Field Completed June 2018
Jacksonville S. Beach Park 2508 S. Beach Parkway Jacksonville, Florida 32250	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Base Construction for Recreational Turf Field Completed May 2018
Doral Academy Charter Highschool 2450 NW 97th Avenue Miami, Florida 33172	Field Turf USA, Inc. 8088 Montview, Montreal, QC Canada, H4P 2L7 Mike Vincent (248)977-4388	Replace Pitchers Mound and Two Bullpen Areas Completed March 2018
Deputy Jonathan "Scott" Pine Community Park 7199 Ficquette Road Windermere, Florida 34786	Wharton-Smith, Inc. P.O. Box 471028 Lake Monroe, Florida 32747 David Ramero 407-321-8410	Site Work and Install Turf Field Completed December 2017

**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER- PHASE 1**

**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
Nidy Sports Construction	Turf & Underdrain Subcontractor	Jonathan Papp	407-205-3778 jpapp@nidycorpany.com
Hobbs Land Development	Site & Demo Contractor	Rick Hobbs	904-669-1300 the tractorman2005@yahoo.com
Hardwick Fence	Fence	Michael Blanton	904-599-8644 abby@hardwickfence.com
Capital Concrete & Masonry Solutions	Concrete work	Paul Rivers	904-824-6686 paul@ccmsjax.xom
Netting	Netting Professionals, LLC	Justin	844-620-2707 info@nettingpros.com



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**STEVENSON, ZACHARY**

THE NIDY SPORTS CONSTRUCTION COMPANY, INC.  
751 GENERAL HUTCHISON PARKWAY  
LONGWOOD FL 32750

**LICENSE NUMBER: CBC1261000**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 05/13/2024

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# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

***Glen Maurer, CFB-S***

---

Owner of Nidy Sports Construction Company, Inc

***The Designation***

**CERTIFIED FIELD BUILDER**

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS OF  
FIELD CONSTRUCTION AND FOR HAVING SUCCESSFULLY  
FULFILLED THE CONDITIONS OF ELIGIBILITY AND PASSED  
THE REQUIRED EXAMINATION

*In witness whereof we have set our hands on*

this 31st day of December, 2022

Certification expires: December 31, 2025

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

Executive Director

A handwritten signature in black ink, appearing to be "Jim D. Costello", written over a horizontal line.

Certification Chairman





# Certificate of Membership

*This is to certify that*

**The Nidy Sports Construction Company, Inc.**  
Is a Member of the Builder Division  
of the

## *American Sports Builders Association*

*a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces. It is recognized as a centralized source for technical information, including construction guidelines.*

*The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.*

*In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on January 21, 2008.*



*John Anderson*

Secretary

*George [Signature]*

Chairman

**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

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

Project (RFQ, RFP, IFB) Number/Description: **IFB No 2026;Renovations at Solomon Calhoun Community Center - Phase 1**

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: Hoffman Commercial Construction, LLC

Authorized Representative(s): Paul Hoffman Paul Hoffman / President  
Signature Print Name/Title

Signature Print Name/Title

ATTACHMENT "F"  
DRUG-FREE WORKPLACE FORM

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

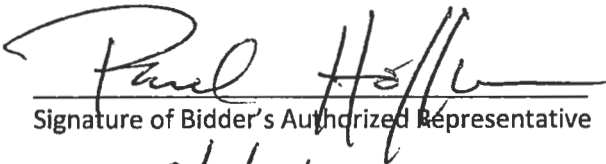
Hoffman Commercial Construction, LLC

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

12/2/24  
Date

ATTACHMENT "G"  
CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No  If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

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

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Amount actually recovered, if any: \_\_\_\_\_

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

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---

---

2. List all pending litigation and or arbitration.

N.A.

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

N.A.

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

N.A.

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

Yes \_\_\_\_\_ No  If yes, please explain in detail:

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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:  
N.A.

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**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:

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**(Use additional or supplemental pages as needed)**

**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1  
ATTACHMENT "H"**

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

I, Paul Hoffman ("Affiant"), being duly authorized by and on behalf of Hoffman Commercial Construction, LLC ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: 6919 Distribution Ave S. Ste 5 , Jacksonville, FL 32256
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(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.)**

Paul Hoffman  
Signature of Affiant

Paul Hoffman / President  
Printed Name & Title of Affiant

Hoffman Commercial Construction, LLC  
Full Legal Name of Bidder

12 / 2 / 24  
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of December, 2024, by Affiant, who is  personally known to me or  has produced \_\_\_\_\_ as identification.

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

4 / 14 / 25  
My Commission Expires



**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

**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): Paul Hoffman

SIGNATURE: 

TITLE: President

DATE: 12/2/24

FULL LEGAL NAME OF PROVIDER:

Hoffman Commercial Construction, LLC



ATTACHMENT "J"  
E-VERIFY AFFIDAVIT

STATE OF FL  
COUNTY OF St Johns

I, Paul Hoffman (hereinafter "Affiant"), being duly authorized by and on behalf of Hoffman Commercial Construction, LLC (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. IFB 2026 (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 2nd day of December, 2024.

Paul Hoffman  
Signature of Affiant

Paul Hoffman

Printed Name of Affiant

President

Printed Title of Affiant

Hoffman Commercial Construction, LLC

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2nd day of December, 2024, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public  
My Commission Expires: 4/14/25



**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.

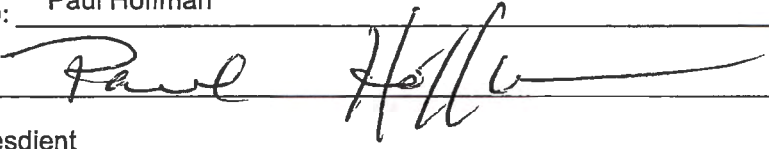
During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (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): Paul Hoffman

SIGNATURE: 

TITLE: Presdient

FULL LEGAL NAME OF BIDDER: Hoffman Commercial Construction, LLC

DATE: 12/2/24

ATTACHMENT "L"  
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 2<sup>nd</sup> day of December, 2024.

Paul Hoffman  
Signature of Affiant

Paul Hoffman  
Printed Name of Affiant

President  
Printed Title of Affiant

Hoffman Commercial Construction, LLC  
Full Legal Name of Bidder

Hoffman Commercial Construction, LLC  
Full Legal Name of Bidder

Hoffman Commercial Construction, LLC  
Full Legal Name of Bidder

Hoffman Commercial Construction, LLC  
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of December, 2024, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires: 4/14/25



**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

**ATTACHMENT "M"  
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.

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINT NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE</b>	<b>TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE</b>	<b>SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE</b>
1	11/26/24	Paul Hoffman	President	<i>Paul Hoffman</i>
2	11/27/24	Paul Hoffman	President	<i>Paul Hoffman</i>

IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Hoffman Commercial Construction, LLC as Principal, and Old Republic Surety Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five percent of bid amount 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 Dec. 4, 20 24.

For  
**RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**  
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 25<sup>th</sup> day of November A.D., 20 24, 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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

WITNESSES:

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

PAUL HOFFMAN

Hoffman Commercial Construction, LLC

PRINCIPAL:

HOFFMAN Commercial Construction LLC

NAME OF FIRM:

Paul Hoffman

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

President

TITLE

6919 Distribution Ave South Unit 5

BUSINESS ADDRESS

Jacksonville

FL

CITY

STATE

Old Republic Surety Company

SURETY:

CORPORATE SURETY

Benjamin Knox Powell

ATTORNEY-IN-FACT (AFFIX SEAL) Benjamin Knox Powell

P.O. Box 1635

BUSINESS ADDRESS

Milwaukee

WI

CITY

STATE

Cecil W Powell & Company

NAME OF LOCAL INSURANCE AGENCY

WITNESSES:

Pat Kennedy Patrick Kennedy  
Karin Hoffman Karin Hoffman

WITNESS:

Tess Labitan

Tess Labitan



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **FITZHUGH K. POWELL, JR, ROBERT T. THEUS, BENJAMIN KNOX POWELL of JACKSONVILLE, FL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of May, 2023.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of May, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2350



Signed and sealed at the City of Brookfield, WI this 25th day of November, 2024

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

CECIL W. POWELL & CO.





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

**INVITATION FOR BIDS NO: 2026**

**RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER- PHASE 1**

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

**FINAL: 10/30/2024**

**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

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- II. Official County Bid Form
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  - Attachment "A" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – License/Certification List
  - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" – Drug Free Work Place Form
  - Attachment "G" – Claims, Liens, Litigation History
  - Attachment "H" – Public Entity Crimes Statement
  - Attachment "I" – Non-collusion Certification
  - Attachment "J" – E-Verify Affidavit
  - Attachment "K" – Equal Opportunity Report Statement
  - Attachment "L" – Use of Coercion for Labor and Services
  - Attachment "M" – Acknowledgement of Addenda
  - Bid Bond
  - Sealed Bid Mailing Label

**SEPARATE DOCUMENTS:**

**EXHIBIT A – SOLOMON CALHOUN COMMUNITY CENTER SPECIFICATIONS – OCTOBER 1, 2024**

**EXHIBIT B – RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER CONSTRUCTION PLANS – OCTOBER 1, 2024**

**EXHIBIT C – 2026 ST. JOHNS COUNTY PAVING & DRAINAGE CONSTRUCTION PERMIT COMM 23-99 – MAY 31, 2024**

**EXHIBIT D – 2026 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT # 107976-5 – JUNE 6, 2024**

**END OF TABLE OF CONTENTS**

**PART I – GENERAL TERMS AND CONDITIONS**

**1) DEFINITIONS**

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

**2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY**

All 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](http://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](mailto: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](mailto: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 & SITE VISIT**

There will be a **Non-Mandatory** Pre-Bid Meeting with site visit on **Tuesday, November 12, 2024 at 10:00 AM EST** at the Solomon Calhoun Community Center, 1300 Duval St, St. Augustine FL 32084, with site visits immediately following. Attendance is strongly recommended, but is not required at the Pre-Bid Meeting and site visit 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 Tuesday, November 19, 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](http://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 "M"** – 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, December 4, 2024**. Bids must be submitted to:

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

All mail delivered to the County is processed through SJC Central Receiving. Bidders must factor the additional time for processing when mailing their submitted Bids to the County. Any Bids that are not delivered to the SJC Purchasing Department, by the deadline above, shall not be considered, even if the Bid is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Bids that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

Bidder shall assume full responsibility for timely delivery of their submitted Bid at the location designated above for receipt of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the established submittal deadline will not be considered and will be returned to the sender unopened.

Additionally, the County is not responsible for Bids that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Department. Any such Bid that is not received in the SJC Purchasing Department shall be returned to the Bidder, unopened.

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder's full legal company name, mailing address, and recite: "**IFB NO: 2026; Renovations at Solomon Calhoun Community Center - Phase 1**". 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 Project 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 Lump Sum Base Bid Price and, if applicable County accepted Alternates.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

If only one (1) Bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and the 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](mailto:jchiarelli@sjcfl.us) or Kayla Miller at [kmiller@sjcfl.us](mailto: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](http://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. Must be currently licensed as a **Certified General Contractor (CGC)** or **Certified Underground Utility Contractor (CUC)**. The Contractor or the proposed subcontractor must be an **ASBA (American Sports Builders Association) Certified Field Builder** to install the turf at the applicable fields as of the submittal deadline for Bids. Proof of qualifications must be provided by completing and submitting **Attachment "C" – License/Certification List** along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.
- d. **Must submit a list of any and all relevant experience within the last five (5) years with the proposed scope of work** (submit with **Attachment "C" – License/Certification List**). 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) 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.

#### **25) 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.

#### **26) 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.

#### **27) 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 **Fifteen (15)** consecutive calendar days from the date of substantial completion.

**Conditions under which Liquidated Damages are Imposed:**

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 **one thousand eighty-six dollars and zero cents (\$1,086.00) per day** for each and every calendar day of unexcused delay as "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 the Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

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 the completion of Work to withhold Liquidated Damages from the Contractor's progress payments.

**28) 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.

## 29) 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.

## 30) 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

### **31) 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.

### **32) METHOD OF PAYMENT**

The Contractor shall invoice the SJC Public Works Department, 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 Construction Services  
ATTN: Phyllis Thorpe  
2750 Industry Center Road  
St. Augustine, FL 32084  
Email Address: pthorpe@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

### **33) TAXES**

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

### 34) INSURANCE

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

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

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

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

### 35) GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

**36) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

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

**37) 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.

**38) 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.

**39) 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.

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

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

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

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

**END OF SECTION**



**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER- PHASE 1 in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

**BASE BID LUMP SUM PRICE:** (All costs for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work per Exhibit A – Specifications and Exhibit B – Construction Plans)

\$ \_\_\_\_\_  
Base Bid Lump Sum Price (Numerical)

\_\_\_\_\_/100 Dollars  
Base Bid Lump Sum Price (Amount written or typed in words)

**BID ALTERNATE 1 (DEDUCTIVE): Sports Field Surface Infill Material and Pad** (as per Exhibit "A" Technical Specifications Section 01 23 00 – Schedule of Alternates 3.1 (A))

\$ \_\_\_\_\_  
Bid Alternate 1 (Deductive) Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Bid Alternate 1 (Deductive) Bid Price (Amount written or typed in words)

**TOTAL PROJECT LUMP SUM BID PRICE:** (BASE BID - BID ALTERNATE 1)

\$ \_\_\_\_\_  
Total Project Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Total Project 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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

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 Project 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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

**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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

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: 2026; Renovations at Solomon Calhoun Community Center- Phase 1**, 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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

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)

**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

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

In the space below, the Bidder shall list all **current** licenses and certifications held.

*The bidder shall attach a copy of each current license, certifications listed below to this form.*

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
<b>State of Florida Business License</b>			
<b>Certified General Contractor (CGC)</b>			
<b>Certified Underground Utility Contractor (CUC)</b>			
<b>ASBA (American Sports Builders Association) Certified Field Builder</b>			

**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER- PHASE 1**

**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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

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

Project (RFQ, RFP, IFB) Number/Description: IFB No 2026;Renovations at Solomon Calhoun Community Center - Phase 1

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.

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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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

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

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:

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Amount actually recovered, if any: \_\_\_\_\_

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

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2. List all pending litigation and or arbitration.

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

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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.

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

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

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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?

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

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**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:

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(Use additional or supplemental pages as needed)

**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1  
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: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

**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:

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

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: \_\_\_\_\_

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: \_\_\_\_\_

IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

ATTACHMENT "L"  
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: \_\_\_\_\_

**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

**ATTACHMENT "M"  
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.

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINT NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE</b>	<b>TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE</b>	<b>SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE</b>

IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1

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  
RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1  
St. Johns County, Florida

NOW THEREFORE,

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

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

**IFB NO: 2026; RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER - PHASE 1**

WITNESSES:

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

WITNESSES:

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

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

\_\_\_\_\_

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS


CITY STATE

NAME OF LOCAL INSURANCE AGENCY

**SEALED BID MAILING LABEL**

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

<b>SEALED BID • DO NOT OPEN</b>	
<b>SEALED BID NO.:</b>	<b>IFB NO: 2026</b>
<b>IFB TITLE:</b>	<b>Renovations at Solomon Calhoun Community Center - Phase 1</b>
<b>DUE DATE/TIME:</b>	<b>By 2:00PM EST – December 4, 2024</b>
<b>SUBMITTED BY:</b>	_____ Company Name
	_____ Company Address
	_____ Company Address
<b>DELIVER TO:</b>	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine FL 32084



**END OF DOCUMENT**



## ADDENDUM #1

November 26, 2024

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** IFB No: 2026 Renovations at Solomon Calhoun Community Center - Phase 1

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

### Revisions/Clarifications:

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

1. The following revision to Exhibit B, Construction Plans Dated November 19, 2024 are being incorporated:
  - Revised Sheet C021 & C022: Revision to notes clarifying phasing of fencing.
  - Revised Sheet C030: Revision to notes clarifying phasing of open cut & patch and fence section replacement.
  - Revised Sheet C040: Correction to detail callout reference.
  - Revised Sheet C041: Correction of elevation tag in pond sections.
  - Revised Sheet C042: Correction of curb width in detail 1.
  
2. The following additional clarifications are provided:

The Contractor is responsible for engaging a third party testing agency for the following scopes of work:

  - Inspecting soils on-site after rough excavation as noted in plan note 5 on C030
  - Completing soil density testing for pipe bedding, pond embankment and where else specified on plan
  - Inspecting curb, netting & goal posts, and retaining wall, foundation excavations, formwork, and reinforcement
  - Complete industry standard concrete cylinder compressive & slump tests
  - All third party inspections and testing shall be provided to the County and Engineer of Record (EOR) for review
  - No dry mix concrete is permitted. All concrete shall be ready mix of an approved concrete design mix.
  - The Contractor is responsible for locating all electrical (lighting & scoreboard) in the field prior to construction.
  - The Contractor is responsible for locating and capping irrigation outside limits of the fields.
  - The Contractor shall coordinate salvaging of existing bleachers with the Parks & Recreation department.



- The Contractor is responsible for preparing as-built survey drawings.
- The Contractor is responsible for TV inspection of storm pipe.
- The Contractor is responsible for filing their notice of commencement with SJRWMD & FDEP SWPPP NOI with the provided Erosion & Sediment Control Plan and SWPPP included in the construction drawings.
- The Contractor shall follow the requirements of Division 1 specification including procedure of construction RFI and submittals
- The Contractor shall notify the county project manager 5 (five) working days in advance of any planned concrete pour.
- The Contractor shall identify long lead items and be prepared to submit construction submittals for approval immediately after Notice to Proceed.
- Fill in graded area south of field for future bleacher foundation construction shall be structural fill free of organics & clays compacted in max 6" lifts compacted to a minimum 95% ASTM D1557. Reference 10/C401.

3. Regarding SPRINTURF submitted equal product submission of 50oz "DFE Extreme".

**Response: Under review response forthcoming by 11/27.**

#### **Questions/Answers:**

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

1. I am confused on phases, are we to include any underground work for phase 2 or grading? There are some overlaps in this, please clarify.

**Answer:**

***Project scope is limited to Phase 1 only as noted in bid documents. As additional clarification:***

- ***Phase 1 includes but is not limited to:***
  - ***All demolition***
  - ***Entirety of sports field construction***
  - ***Field perimeter curb***
  - ***Fencing***
  - ***Sports netting & goals***
  - ***Limited landscaping as noted on C060***
  - ***All drainage works depicted on "Phase 1 Grading Plan sheet C042"***
  - ***All drainage works below field (See C042 for pipe & structure labels)***
  - ***Limited drainage works outside the field as depicted on C042 including:***
    - ***Drainage structures S7, S8, S13, S20, S21 & S22***
    - ***Pipes: P5, P6, P16, P17***
  - ***Site Grading:***
    - ***Pond slope regrading see C041 & C042***
    - ***Pond perimeter top of bank minor grading to original design elevation per C041***
    - ***Spreader swales at discharges of S7 & S13 per C042***
    - ***Grading south of field between curb and existing parking lot per C042***





- *Grading north of field per C042*
  - *Phase 1 excludes the following Phase 2 scope:*
    - *Remainder of stormwater pipes not depicted on C042. These include structures S16 through S19 and pipes P12 through P15.*
    - *All water & sewer construction*
    - *Sidewalk, bleachers, concession/restroom building*
    - *Remainder of landscaping not in phase 1 as noted on C060*
2. The stone base detail says it varies from 9-16"? This is typically not how to build this. Standard is 5-6" base. Please clarify.  
**Answer: Stone base varies from 9-16" as noted on plans. Stone below the field provides for required stormwater retention. Bottom of drainage stone as a uniform elevation of 37.00' through the entire field. The top elevation of the drainage stone varies creating the 0.5% cross crowned field surface cross slope as noted in the bid drawings. Note field elevation tags on grading plan specifying 37.00' bottom uniform bottom elevation "37.00 RG (rough grade)" and "3X.XX DS (top of drainage stone)"**
3. The concrete curb detail on c402 is conflicting at 6" or 8" width, please clarify.  
**Answer: Curb is 8" width as specified in enlarged curb details including 3, 3A, 6, & 7 on C402. Dimension in section 1/C402 is incorrect (see corrected revised drawing sheet C402).**
4. Are there any constraints on working hours or days?  
**Answer: Saturdays will be designated as non-working days. Little League will be in spring season, and it gets extremely busy.**
5. Do we want to add a fence around the pond?  
**Answer: No. The pond is not proposed to be entirely fenced; see drawings for limits of new fencing.**
6. Do you want netting only at the field ends, like at Plantation? Or do you want fence/netting combination?  
**Answer: Netting only at ends of field except where noted. Fencing on the south side of field and where elsewhere noted in drawings.**
7. How much of the football field parking lot can the contractor have for lay-down?  
**Answer: No more than 50% of the adjacent parking area may be occupied for lay-down. Lay-down areas shall be coordinated with Parks & Recreation during construction.**
8. Do you want to keep the playground open during construction?  
**Answer: The playground is preferred to remain open but is not required. Final determination will be made in coordination with Parks & Recreation during construction.**
9. Is the contractor required to install a security camera during construction?



**Answer: Yes, refer to Division 1 specification.**

10. Is the contractor required to dewater for the pond work, or will wet digging be allowed?

**Answer: The Contractor is responsible for their selected means and methods. Note also the compaction requirement of the field supporting fill embankment/pond slope on section 4/C401.**

11. Is the fence in Phase 1 or Phase 2?

**Answer: With the exception of a small section of replacement fence near the existing playground & utility extensions near batting cage, all other fences noted in drawings are included in the scope of Phase 1. Reference attached revised C021. Phase 1 fence scope includes: fence embedded in concrete curb on south side of field, fence return around SW field corner to first sports netting pole, fence connecting sports netting pole at SE field corner of field to property corner, fence connecting NE field corner to property line, replacement fence section at playground, fencing shall be black powder coated and include diagonal braces at termination and change in direction. See also fencing specifications on C001.**

12. Sheet C030 Demolition. It is not clear what the Phase 1 demolition scope of work includes. Do we demo the Announcer's booth in Phase 1? Concrete with bleachers? L-shaped sidewalk by playground?

**Answer: Phase 1 demolition includes an announcer's booth, bleachers, concrete and portion of sidewalk specified in drawings. Demolition shown on sheet C031 related to water/sewer utility extensions is not in phase 1 scope.**

13. Sheet C030 Demolition. Do we remove all the trees listed?

**Answer: Yes. All trees listed as "REMOVE" in the tree table are to be removed.**

14. Sheet C030 Demolition. The note 10 fence removal and open cut asphalt at bottom of page has to do with the utilities which are in Phase 2. Do we remove the fence and open cut the asphalt in Phase 1?

**Answer: Refer to revised sheet C030; open cut & patch and fence removal related to water/sewer utility extensions not in Phase 1 scope.**

15. Sheet C031 – This sheet has to do with the utilities. Do we do any of this work in Phase 1? Should we ignore sheet C031?

**Answer: Demolition shown on sheet C031 related to water/sewer extensions is not in Phase 1 scope.**

16. Sheet C032-Do we remove the I-shaped sidewalks and signs? It is within the Phase 2 footprint of work.

**Answer: Yes, sidewalk section near playground is to be removed as part of Phase 1, reference demolition plan.**



17. Sheet C042 PHASE 1 GRADING PLAN. Confirm this sheet shows all the scope of work for Phase 1?  
**Answer: Refer to question 1 for clarification of phase 1 scope.**
18. Sheet C042 shows START RETAINING WALL SEE 7/C400. The detail 7/C400 does not apply here. What detail do we need to look at?  
**Answer: Refer to revised drawings, callout reference corrected.**
19. Sheet C021 note 14 reads NEW STORM STRUCTURE SEE SHEET C040 PHASE 1. It should read see sheet C042. Sheet C040 includes phase 2.  
**Answer: Portions of drainage works excluded in Phase 1 scope and that will be included in phase 2 are note in on sheet C040. See also question 1 above for additional clarification.**
20. Sheet C060 – Landscape Plan. Is there any landscaping in Phase 1 scope of work? Not listed.  
**Answer: Portion of plantings included in phase 1 are noted in plan tags on sheet C060.**
21. Can the payment terms be adjusted to Net 15 days for this project?  
**Answer: No.**
22. Please provide a current copy of the proposed agreement. SJC Master Construction Agreement.  
**Answer: Attached to this addendum is a sample of the County's template Master Construction Agreement, which is subject to change. The contract form are being provided for example purposes only.**
23. Are there any fees implicated with registration or utilization of PaymentWorks?  
**Answer: There are no fees associated with the registration or utilization of PaymentWorks.**
24. Can you issue the as-build survey in an AutoCAD file?  
**Answer: Note, use of electronic files are at the sole risk of the bidder/contractor and do not supersede bid/construction documents.**
25. Are the following able to be approved as equal for the new synthetic turf (see attached zip file Turf Alt): Greenfield Allsport Ultra 48 oz, Motz Smoothplay infill, Schmitz Proplay Hybrid 20mm  
**Answer: Response: Under review response forthcoming by 11/27.**
26. During the pre-bid meeting it was discussed that there is power to the existing score board under the field. Please provide a design to relocate the underground conduit and circuit.  
**Answer: Contractor's scope includes locating all electrical within area of construction to confirm no conflict with proposed construction. Relocation of electrical if required will be additional scope negotiated during construction.**
27. Please confirm working hours onsite. Proposed Monday to Saturday, 7:00 AM - 5:30 PM.  
**Answer: On-Site Work Hours: Limit to work between 8 a.m. to 6 p.m., Monday through Friday**



unless otherwise indicated. No work on Saturdays, unless an exception is requested and approved by the County project manager at least 3 days in advance.

28. Please confirm if there are any non-work days planned during construction.

**Answer: See answer to Question # 28.**

29. Please define the limits of the temporary construction fence.

**Answer: Silt fence for erosion control and tree protection fencing is delineated on the Demolition, Erosion & Sediment Control Plan sheet C030. Regarding the need/requirement for temporary construction security fencing; the contractor is fully responsible for maintaining public safety and to this end shall determine during construction if/where temporary construction security fencing is required.**

30. Please confirm that the contractor can utilize the parking area for staging. See attached proposed construction logistic plan for staging, parking, office, and temporary construction fencing plan.

**Answer: See answer to Question #7.**

31. Please confirm approved construction budget.

**Answer: \$2,000,000**

32. Please provide an as-built of the main valve location for the irrigation system and proposed location to relocate and cap the irrigation system currently under the field.

**Answer: No as-built of irrigation is available. The contractor is responsible for locating and capping irrigation outside of the limits of construction.**

33. Please confirm that a 4' fence is to be provided in Phase 1. Currently show in phase 2.

**Answer: See answer to Question #11.**

34. Confirm if earth formed footings are acceptable.

**Answer: Sides of curbing, top of exposed portion of circular shaft piers, and sides of other foundations shall be constructed with formed sides. Bottom and sides of lower unexposed portion of circular shaft piers are permitted to be earth formed.**

35. Confirm if any items are to be salvage by the contractor for the owner.

**Answer: Contractor's scope includes removal of existing bleachers and benches to be salvaged and coordinated with Parks & Recreation.**



SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, DECEMBER 4, 2024 @ 2:00 PM EDST

END OF ADDENDUM NO. 1



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

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

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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 **[INSERT CONTRACTOR’S FULL LEGAL NAME]** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: **[INSERT CONTRACTOR’S PRINCIPAL ADDRESS, AND IF SEPARATE PROJECT ADDRESS, ADD PROJECT OFFICES LOCATED AT, AND INSERT PROJECT ADDRESS]**, Phone: **[INSERT CONTRACTOR PHONE NUMBER]**, and E-mail: **[INSERT POC EMAIL ADDRESS]**, for **[INSERT BID/RFQ/RFP NUMBER AND TITLE]** 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. INSERT EXHIBITS AS APPLICABLE, SPECS, DRAWINGS, PERMITS, REPORTS, AND OTHER DOCUMENTS AS NEEDED.
  - ii. Exhibit A – **[INSERT EXHIBIT A AS APPLICABLE]**
  - iii. Exhibit B – **[INSERT EXHIBIT B AS APPLICABLE]**
  - iv. Exhibit C – **[INSERT EXHIBIT C AS APPLICABLE]**
  - v. Exhibit D – **[INSERT EXHIBIT D AS APPLICABLE]**
  - vi. ADD EXHIBITS AS NEEDED BASED UPON PROJECT DOCUMENTS
- e) Bonds and Insurance furnished by the Contractor in accordance with Article XIII herein;
- f) **SELECT ONE: [Bid/RFQ/RFP] Documents and Bid Forms with all addenda thereto for SELECT ONE [Bid/RFQ/RFP] No. [INSERT BID NUMBER]**

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 [INSERT SUMMARY DESCRIPTION OF PROJECT]**

The Project involves refurbishing a steel structure canopy located at the SJC Jail recreational yard to restore it to like-new condition. This includes sandblasting existing steel frames, replacing chain link fabric, and coordinating the work of various trades for a fully functional installation. The contractor will be responsible for documenting and removing existing bracing and anchorage, as well as providing temporary framing bracing. Additionally, the project will involve inspecting steel members for corrosion and making necessary repairs, as well as installing new fence fabric with specified mesh size and splicing methods. Gun doors will also be refurbished, with all work coordinated with the county. All materials, equipment, tools and labor necessary to complete the work described in, and reasonably inferable from the plans, will be provided by the contractor.

### **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**

**PN: INSERT THE NUMBER OF DAYS OR SPECIFIED DATE FOR SUBSTANTIAL AND FINAL COMPLETION – MUST COINCIDE WITH SOLICITATION.**

### **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 twenty (120)** 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.

**PN: INSERT AMOUNT PER DAY FOR LIQUIDATED DAMAGES – MUST COINCIDE WITH SOLICITATION, UNLESS SUBJECT TO NEGOTIATIONS.**

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 **\$1,665** 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**

**PN: INSERT TOTAL CONTRACT PRICE IN WORDS AND NUMERALS. IF MULTIPLE COMPONENTS TO CONTRACT PRICE, INCLUDE ALL (I.E. BASE BID, ALTERNATES, ALLOWANCES, ETC.)**

### **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 **Nine Hundred Eighteen Thousand Two Hundred Fifty-Four Dollars and Sixty-Four Cents (\$918,254.64)**, 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 Contractors 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.

#### INSERT APPLICABLE DEPARTMENT INFORMATION

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](mailto:PUBLICRECORDS@SJCFL.US), 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084**

### **14.18 Anti-Bribery**

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or

indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

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

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

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

#### **14.20 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:

#### **PN: INSERT APPROPRIATE POC FOR COUNTY AND CONTRACTOR.**

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

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

*With a copy to:*

St. Johns County  
Office of the County Attorney

500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: [jferguson@sjcfl.us](mailto:jferguson@sjcfl.us)

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

\*\*\*\*\*

SAMPLE

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 1  
**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS**

Contract No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

Dated \_\_\_\_\_, 20\_\_ Contractor \_\_\_\_\_  
 By: \_\_\_\_\_  
 (Signature)  
 By: \_\_\_\_\_  
 (Name and Title)

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

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

NOTARY PUBLIC:  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

(NOTARY SEAL)  
 My commission expires:

FORM 2

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

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

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

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

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

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

*None*

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

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

By:

\_\_\_\_\_  
Signature

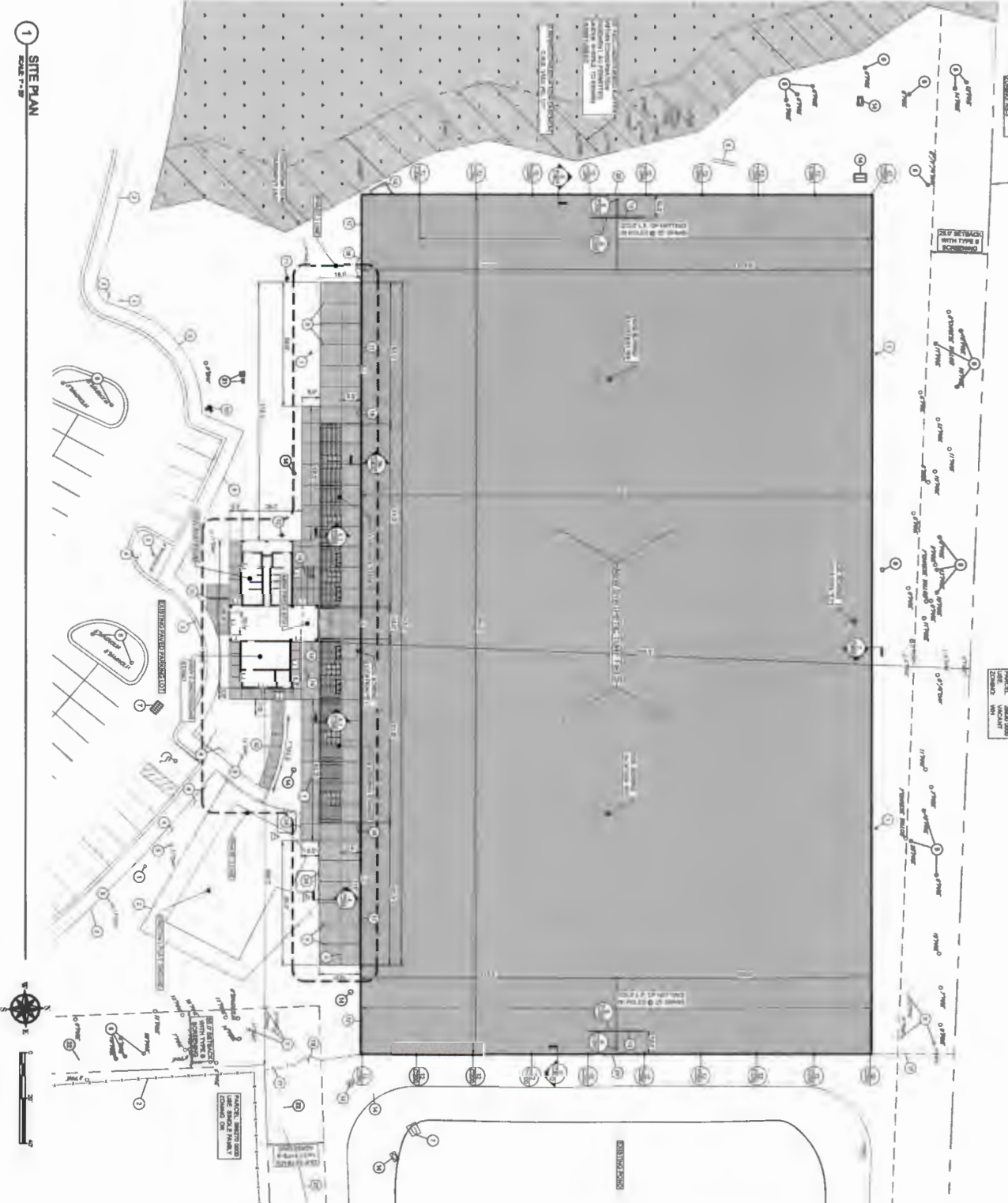
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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



**1 SITE PLAN**  
SCALE: 1" = 10'



EXISTING TREES

EXISTING TREES

EXISTING TREES

**PLAN LEGEND**  
PROPERTY BOUNDARY

**PLAN GENERAL NOTE**  
SEE ALSO GENERAL NOTE PROJECT NOTES SHEET 001.

**PLAN SECTIONS & DETAILS**

- 1. EXISTING LIGHT POLE
- 2. EXISTING CONCRETE SIDEWALK
- 3. EXISTING SIDEWALK
- 4. EXISTING CONCOURSE
- 5. EXISTING CONCOURSE CURB
- 6. EXISTING 16' CONCRETE SIDEWALK
- 7. NEW CONCRETE SIDEWALK (FRAMED 3)
- 8. NEW CONCRETE SIDEWALK (FRAMED 3)
- 9. NEW CONCRETE SIDEWALK (FRAMED 3)
- 10. NEW CONCRETE SIDEWALK (FRAMED 3)
- 11. NEW CONCRETE SIDEWALK (FRAMED 3)
- 12. NEW CONCRETE SIDEWALK (FRAMED 3)
- 13. NEW CONCRETE SIDEWALK (FRAMED 3)
- 14. NEW CONCRETE SIDEWALK (FRAMED 3)
- 15. NEW CONCRETE SIDEWALK (FRAMED 3)
- 16. NEW CONCRETE SIDEWALK (FRAMED 3)
- 17. NEW CONCRETE SIDEWALK (FRAMED 3)
- 18. NEW CONCRETE SIDEWALK (FRAMED 3)
- 19. NEW CONCRETE SIDEWALK (FRAMED 3)
- 20. NEW CONCRETE SIDEWALK (FRAMED 3)
- 21. NEW CONCRETE SIDEWALK (FRAMED 3)
- 22. NEW CONCRETE SIDEWALK (FRAMED 3)

**PLAN TYPICAL NOTES**

- 1. EXISTING LIGHT POLE
- 2. EXISTING CONCRETE SIDEWALK
- 3. EXISTING SIDEWALK
- 4. EXISTING CONCOURSE
- 5. EXISTING CONCOURSE CURB
- 6. EXISTING 16' CONCRETE SIDEWALK
- 7. NEW CONCRETE SIDEWALK (FRAMED 3)
- 8. NEW CONCRETE SIDEWALK (FRAMED 3)
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- 12. NEW CONCRETE SIDEWALK (FRAMED 3)
- 13. NEW CONCRETE SIDEWALK (FRAMED 3)
- 14. NEW CONCRETE SIDEWALK (FRAMED 3)
- 15. NEW CONCRETE SIDEWALK (FRAMED 3)
- 16. NEW CONCRETE SIDEWALK (FRAMED 3)
- 17. NEW CONCRETE SIDEWALK (FRAMED 3)
- 18. NEW CONCRETE SIDEWALK (FRAMED 3)
- 19. NEW CONCRETE SIDEWALK (FRAMED 3)
- 20. NEW CONCRETE SIDEWALK (FRAMED 3)
- 21. NEW CONCRETE SIDEWALK (FRAMED 3)
- 22. NEW CONCRETE SIDEWALK (FRAMED 3)



**JBS ARCHITECTS, P.A.**  
1000 NORTH WYCKE STREET  
SUITE 100  
AUSTIN, TEXAS 78741  
TEL: 737.480.8888  
WWW.JBSARCHITECTS.COM

NO.	DATE	DESCRIPTION
1	11/14/17	ISSUE FOR PERMIT
2		
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22		

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER**  
1300 DUVAL ST.  
ST. AUGUSTINE, FL 32084

**MEMBERS**

**MINISTROTTI, LLC**  
10000 WYCKE STREET, SUITE 100  
AUSTIN, TEXAS 78741  
TEL: 737.480.8888  
WWW.MINISTROTTI.COM

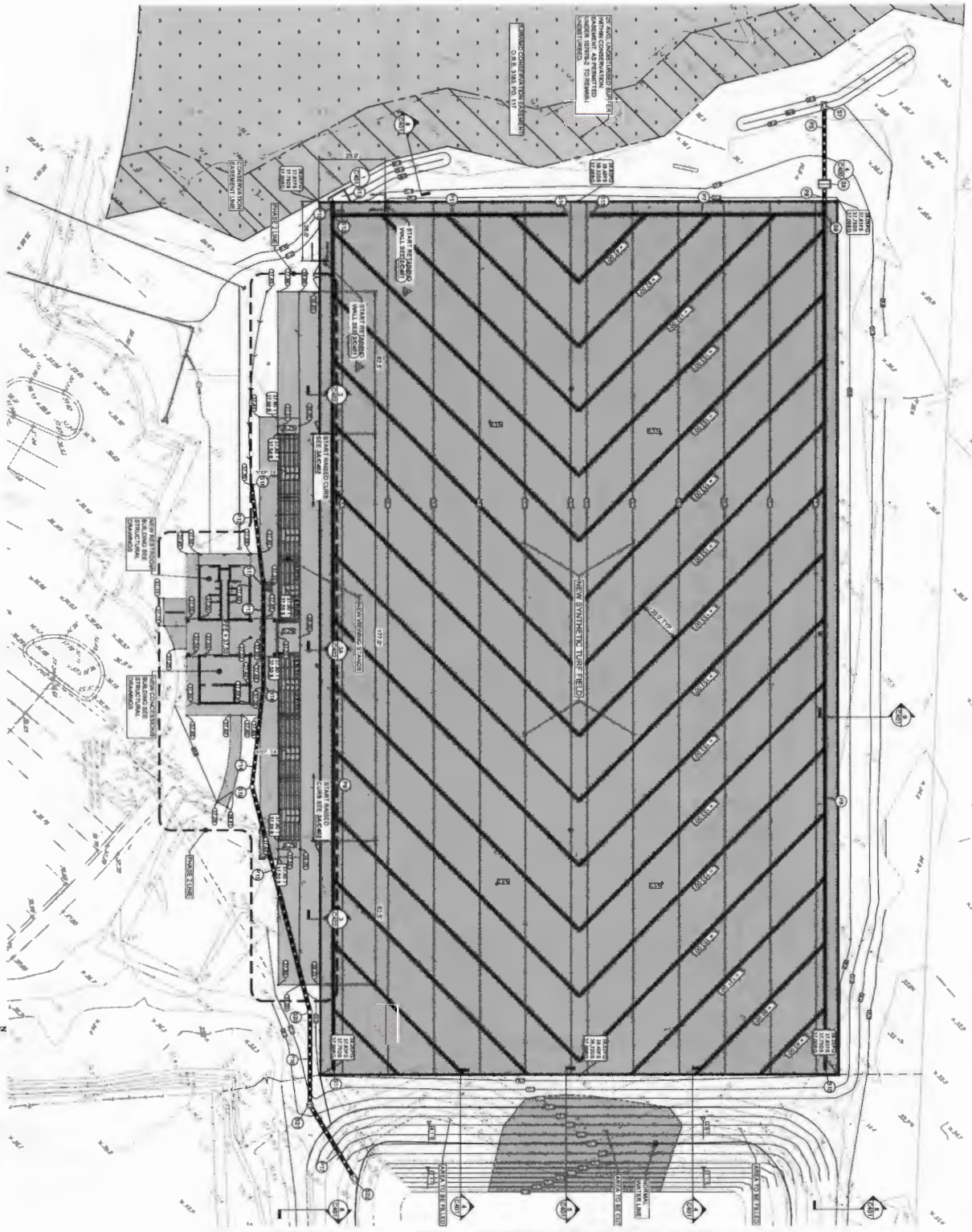
**SITE PLAN**

DATE: 11/14/17  
BY: [Signature]  
CHECKED: [Signature]  
SCALE: AS SHOWN  
PROJECT NO.: 17-001

C021







**PLAN GENERAL NOTES**

- PROJECT NOTES SHEET COM.
- GENERAL NOTES SHEET COM.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL UTILITY LINES.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING STRUCTURES.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING DRIVEWAYS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING SIDEWALKS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING CURBS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING LIGHT FIXTURES.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING SIGNAGE.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING FENCES.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING LANDSCAPE.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING TREES.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING SHRUBS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING GRASS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING SOIL.

**PLAN SECTIONS & DETAILS**

- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING STRUCTURES.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING DRIVEWAYS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING SIDEWALKS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING CURBS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING LIGHT FIXTURES.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING SIGNAGE.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING FENCES.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING LANDSCAPE.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING TREES.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING SHRUBS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING GRASS.
- SEE THE TOP OF THIS SHEET FOR THE LOCATION OF ALL EXISTING SOIL.

**STORM STRUCTURE TABLE**

NO.	DESCRIPTION	TYPE	CONSTRUCTION
1	1' DIA. 12' HIGH	CONCRETE	1
2	1' DIA. 12' HIGH	CONCRETE	1
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ST. JOHNS COUNTY BOARD  
OF COUNTY COMMISSIONERS  
RENOVATIONS AT SOLOMON  
CALHOUN COMMUNITY CENTER  
1300 DUVAL ST.  
ST. AUGUSTINE, FL 32084

**NOT FOR CONSTRUCTION**  
For Approval Only

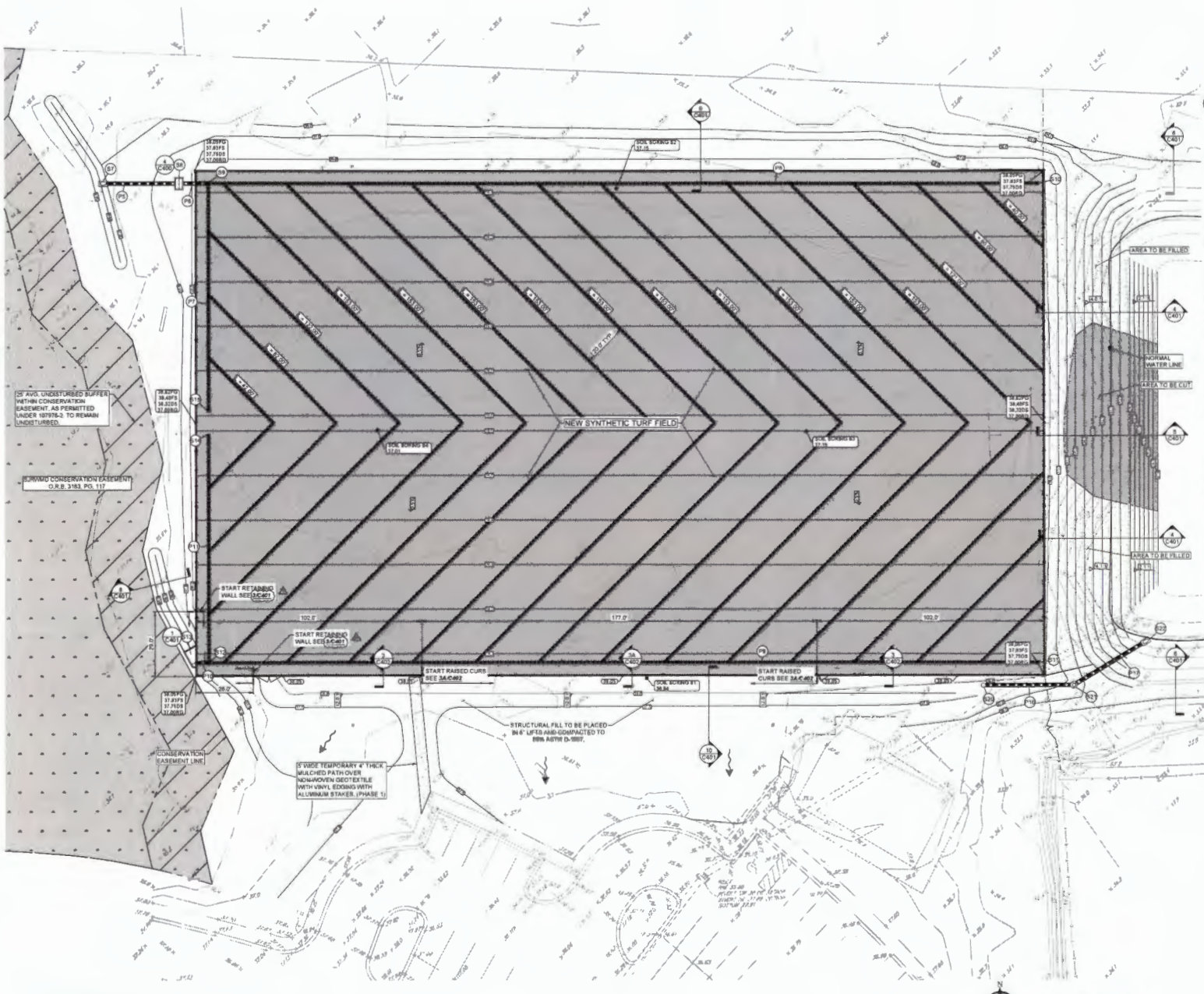
**STRUCTURES INTERNATIONAL, LLC**  
1000 W. UNIVERSITY BLVD.  
SUITE 200  
GAINESVILLE, FL 32609  
TEL: 352.382.1111  
WWW.SI-FL.COM

**APPROVED**  
DATE: 11/15/2011  
BY: [Signature]

**REVISIONS**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/2011

CD40



- PLAN GENERAL NOTES**
- SEE ALSO GENERAL CIVIL PROJECT SHEET SHEET C001.
  - GRAZING ABSTRACTIONS ARE AS FOLLOWS:  
 PFC: PROPOSED GRADE  
 FE: TOP OF FINE STONE  
 DE: TOP OF DRAINAGE STONE  
 RC: REFERENCE GRADE - BOTTOM OF DRAINAGE STONE

- PLAN SECTIONS & DETAILS**
- | NO. | SHEET | NAME  |
|-----|-------|---|
| 1   | C-800 | STITCHED DRAIN BARR                         |
| 2   | C-800 | STORMWATER CONTROL STRUCTURE W/ RAFFLE WEIR |
| 3   | C-800 | STORMWATER CONTROL STRUCTURE                |
| 4   | C-801 | RETAINING WALL CORNER DETAIL                |
| 5   | C-801 | RETAINING WALL DETAIL                       |
| 6   | C-801 | POUND CUT ELEVATION SECTION                 |
| 7   | C-801 | POUND CUT ELEVATION SECTION                 |
| 8   | C-801 | TOP OF BANK FILL ELEVATION SECTION          |
| 9   | C-801 | SPREADER RIMBLE AT CONSERVATION EASEMENT    |
| 10  | C-802 | TYPICAL TURF EDGE DETAIL                    |
| 11  | C-802 | EDGE DETAIL AT FRONT OF BLEACHERS           |

**STORM PIPE TABLE**

NO.	DIAMETER (IN)	LENGTH (FT)	SLOPE (%)	MATERIAL TYPE
P8	12	26	0.2%	RCP FOOT CLASS III
P9	18	14	0.3%	RCP FOOT CLASS III
P7	12	104	0.2%	HOPE (PERFORATED CORR. DUAL WALL SMOOTH)
P8	12	274	0.2%	HOPE (PERFORATED CORR. DUAL WALL SMOOTH)
P9	12	374	0.2%	HOPE (PERFORATED CORR. DUAL WALL SMOOTH)
P10	16	7	0.2%	RCP FOOT CLASS III
P11	12	104	0.2%	HOPE (PERFORATED CORR. DUAL WALL SMOOTH)
P16	18	41	0.5%	HP STORM
P17	18	39	0.2%	HP STORM

**STORM STRUCTURE TABLE**

NO.	INVERT/ELEVATION	TYPE
S7	RAVINE + 30.20 (18" RCP)	CIP WEIR - SEE FOOT 430-022
S8	GRATE + 37.70	DBI TYPE E - SEE S-600
S9	RAVINE + 35.14 (18" RCP)	
S10	RAVINE + 35.14 (18" RCP)	
S11	RAVINE + 35.18 (18" RCP)	TEE FITTING & REDUCER
S12	RAVINE + 35.80 (12" HOPE)	END CAP FITTING
S13	RAVINE + 35.80 (12" HOPE)	END CAP FITTING
S14	RAVINE + 35.80 (12" HOPE)	TEE FITTING & REDUCER
S15	RAVINE + 35.80 (12" HOPE)	END CAP FITTING
S16	GRATE + 3A.10	CIP COLLECTION BASIN - SEE S-600
S17	RAVINE + 35.77 (18" RCP)	END CAP FITTING
S18	RAVINE + 35.80 (12" HOPE)	END CAP FITTING
S19	RAVINE + 35.80 (12" HOPE)	END CAP FITTING
S20	RRS + 30.00	18" W/LOUVER DRAIN BARRIN SEE S-600
S21	RRS + 30.70	MANHOLE
S22	RAVINE + 32.77 (18" HP STORM)	
S23	RAVINE + 32.77 (18" HP STORM)	
S24	RAVINE + 31.30 (18" HP STORM)	CIP WEIR - SEE FOOT 430-022

TABLE NOTES  
 1. ONLY PIPES AND STRUCTURES TO BE CONSTRUCTED IN PHASE 1 ARE SHOWN.

1 GRADING PLAN  
 SCALE: 1" = 20'



**SHOEB & HALL ARCHITECTS, P.A.**  
 1700 KENTON AVE. SUITE C  
 ORANGE PARK, FL 32073  
 PH: 904.244.8100  
 WWW.SHODHALLFL.COM  
 LIC: NO. A88414548

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**ST. JOHNS COUNTY FLORIDA**

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**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER**  
 ST. AUGUSTINE, FL 32084

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**NOT FOR CONSTRUCTION**  
 FOR DESIGN PURPOSES ONLY

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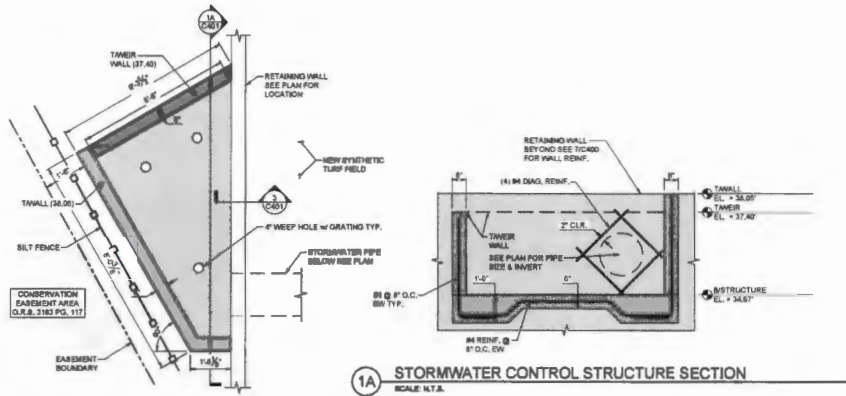
**STRUCTURES INTERNATIONAL, LLC**  
 1111 W. UNIVERSITY BLVD. SUITE 200  
 GAITHERSBURG, MD 20878  
 TEL: 301.279.0000  
 FAX: 301.279.0001

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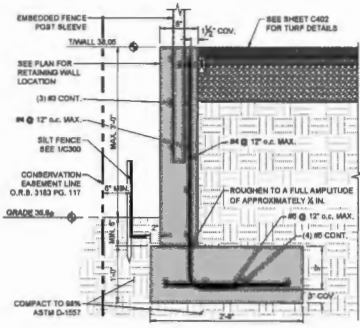
**PHASE 1 GRADING PLAN**

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DESIGNER	ASB
CHECKER	ASB
DATE	05/10/21
DATE	05/10/21

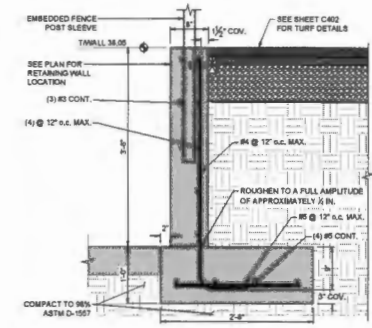
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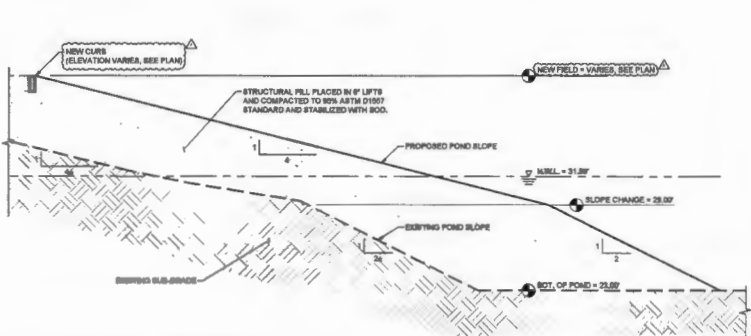
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SCALE: N.T.A.



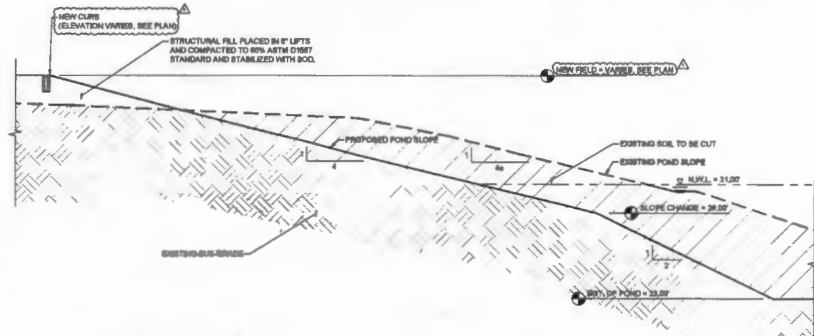
2 RETAINING WALL CORNER DETAIL  
SCALE: 1" = 1'-0"



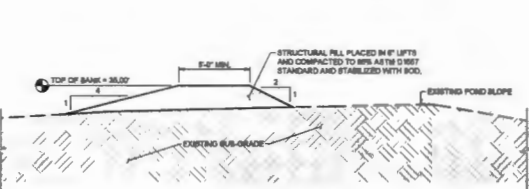
3 RETAINING WALL DETAIL  
SCALE: 1" = 1'-0"



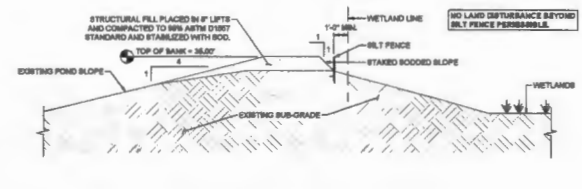
4 POND FILL ELEVATION SECTION  
SCALE: 1/4" = 1'-0"



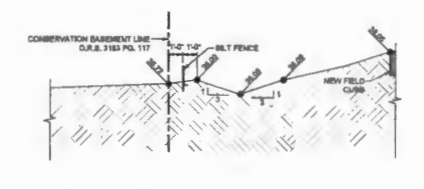
5 POND CUT ELEVATION SECTION  
SCALE: 1/4" = 1'-0"



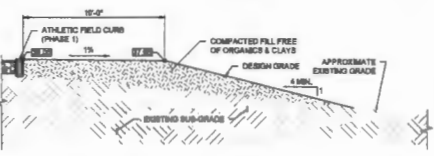
6 TOP OF BANK FILL ELEVATION SECTION  
SCALE: 1/4" = 1'-0"



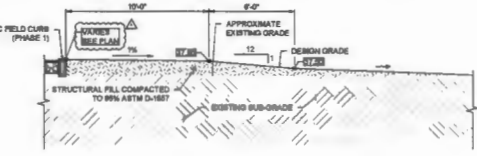
7 TOP OF BANK FILL ELEVATION SECTION @ WETLANDS  
SCALE: 1/4" = 1'-0"



8 SPREADER SWALE AT CONSERVATION EASEMENT  
SCALE: 1/4" = 1'-0"



9 GRADING @ NORTH SIDE OF FIELD  
SCALE: 1/4" = 1'-0"



10 INTERIM GRADING @ SOUTH SIDE OF FIELD  
SCALE: 1/4" = 1'-0"



**H & H ARCHITECTS, P.A.**  
1320 SCHLESLEY AVE., SUITE C  
ORLANDO, FL 32817  
P.O. BOX 364141  
WWW.H&HARCHITECTS.COM  
LIC. NO. A6881 (08)

DATE	
REVISION	
DESCRIPTION	
BY	
DATE	
REVISION	
DESCRIPTION	
BY	
DATE	



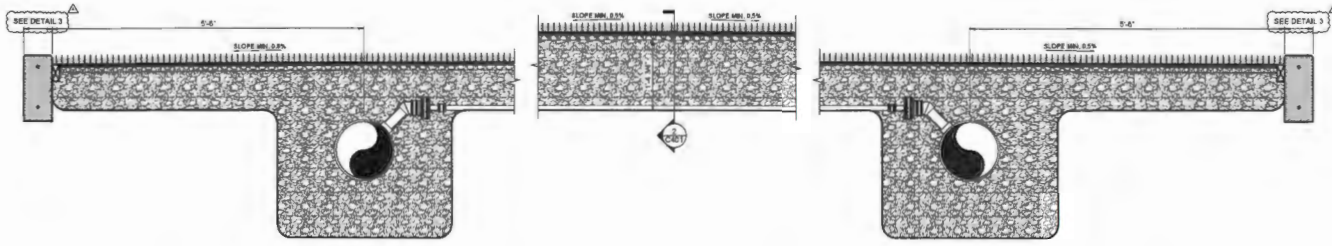
**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER**  
1300 BIVALVE BL., SUITE 200  
ST. AUGUSTINE, FL 32084

**NOT FOR CONSTRUCTION**  
Professional Purpose Only

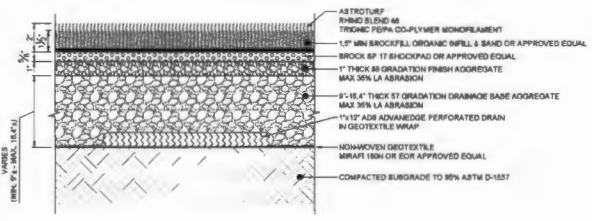
**STRUCTURES INTERNATIONAL, LLC**  
10000 W. WINDY HOLLOW  
ORLANDO, FL 32837  
407.227.1234

DATE	08/19/2014
D.R.	08/19/14
C.R.	08/19/14
2/19 NO.	201410

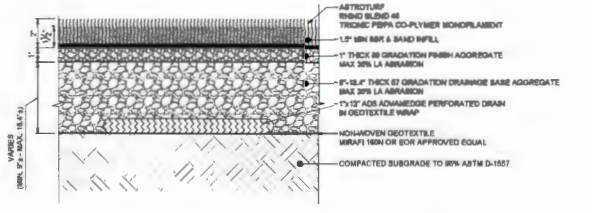
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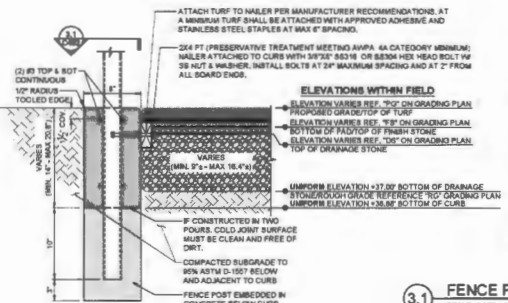
1 TYPICAL FIELD CROSS-SECTION  
Scale: 1" = 1'-0"



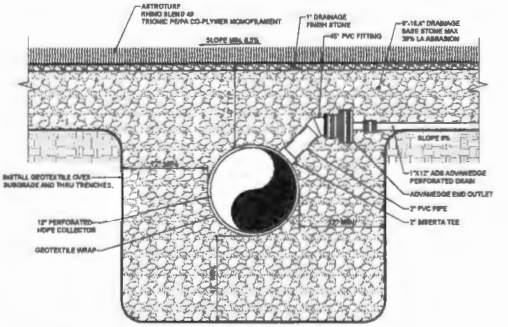
2 TYPICAL TURF SECTION DETAIL (BASE BID)  
Scale: 1" = 1'-0"



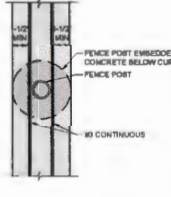
4 TYPICAL TURF SECTION DETAIL (ALTERNATE BID)  
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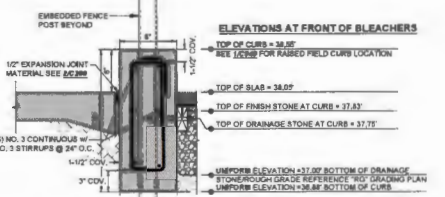
3 FENCE POST SECTION DETAIL  
Scale: 1 1/2" = 1'-0"



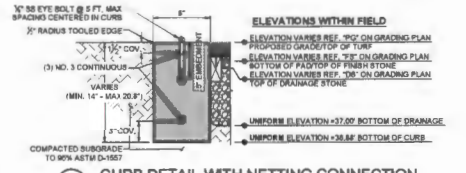
5 TYPICAL EDGE COLLECTOR PIPE INSTALLATION  
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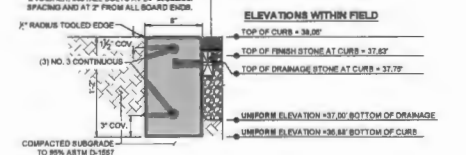
3.1 FENCE POST PLAN DETAIL  
Scale: 1 1/2" = 1'-0"



3A RAISED CURB DETAIL AT BLEACHERS PAD  
Scale: 1 1/2" = 1'-0"



6 CURB DETAIL WITH NETTING CONNECTION  
Scale: 1 1/2" = 1'-0"



7 TYPICAL CURB DETAIL  
Scale: 1 1/2" = 1'-0"

**bh**  
**BHIDE & HALL ARCHITECTS, P.A.**  
139 KINDEL AVE. SUITE C  
ORANGE PARK, FL 32073  
TEL: 904.244.5107  
WWW.BHIDEANDHALL.COM  
LIC. NO. AR001149

DATE: 11/12/2024  
REVISION: 11/12/2024  
BY: BHS/BLD/04/1

**ST. JOHN'S COUNTY FLORIDA**

**ST. JOHN'S COUNTY BOARD OF COUNTY COMMISSIONERS**  
**RENOVATIONS AT SOLOMON CALHOUN COMMUNITY CENTER**  
1300 RIVINGTON ST.  
ST. AUGUSTINE, FL 32084

NOT FOR CONSTRUCTION  
For Approval Purposes Only

**STRUCTURES INTERNATIONAL, LLC**  
11111 W. UNIVERSITY BLVD. SUITE 100  
DADE CITY, FL 34724  
TEL: 813.777.1234

**TURF DETAILS**

DATE: 09/01/2024  
BY: JH/BLD  
CHK: JH/BLD  
JOB NO.: 240102

C402



**ADDENDUM #2**

November 27, 2024

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: IFB No: 2026 Renovations at Solomon Calhoun Community Center - Phase 1**

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

**Turf/Pad/Infill Clarifications:**

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

The specified synthetic turf, pad, and infill system noted on sheet C001 establishes the basis of design for the desired performance and characteristics of the completed turf system. An approved equal system must provide comparable (as determined by the county) performance and meet the minimum performance requirements as follows:

Description	Requirement
Synthetic turf weight	Minimum 48 oz/yd
Synthetic turf pile height	2"
Synthetic turf warranty	Minimum 8 years
Infill Material (Base Bid)	Organic
Shock pad thickness	Minimum 17 mm
Shock pad warranty	Minimum 16 years

The following minimum testing requirements must be met for a test specimen comprised of the complete proposed system combination of turf, infill, and pad. Test specimen shall be on the specified aggregate base simulating project site conditions.

Description	Requirement
G-max Shock Attenuation (ASTM F1936)*	< 165g
HIC Head Injury Criterion (ASTM 3146)*	> 1.3 m
Water Permeability (ASTM F2898)	> 15 in/hr

\*Tests shall be completed pre and post simulated wear of 6,020 cycles of the Lisport XL apparatus to simulate 8 year warranty period.

**Turf/Pad/Infill approved equal submission responses:**

The County provides the following responses to the alternate turf/infill/pad products submitted for approved equal:





1. Regarding submitted "SPRINTURF 50oz DFE Extreme" turf:  
**Response: Submitted turf is accepted as an approved equal provided it meets the physical and warranty requirements noted above and provided test results of the completed turf/infill/pad assembly system meeting the above criteria tested by a qualified third party testing agency are provided. If testing is not able to be completed prior to bid deadline, the county will accept bid provided the successful bidder submits the test results within 72 hours of notification they are the successful bidder prior to bid award.**
2. Regarding submitted alternate system comprised of Greenfield Allsport Ultra 48 oz turf, Motz Smoothplay infill, and Schmitz Proplay Hybrid 20 mm shock pad:  
**Response: Submitted system (turf, pad, infill) is accepted as an approved equal provided it meets the physical and warranty requirements noted above and provided test results of the completed turf/infill/pad assembly system meeting the above criteria tested by a qualified third party testing agency are provided. If testing is not able to be completed prior to bid deadline, the county will accept bid provided the successful bidder submits the test results within 72 hours of notification they are the successful bidder prior to bid award.**

**Questions/Answers:**

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

1. Is a Geotechnical report available for the project?  
**Answer: Yes, see Exhibit E.**
2. Please confirm working hours onsite. Proposed Monday to Saturday, 7:00 AM - 5:30 PM.  
**Answer: On-Site Work Hours: Limit to work between 8 a.m. to 6 p.m., Monday through Friday unless otherwise indicated. No work on Saturdays or Sundays, unless an exception is requested and approved by the County project manager at least 3 days in advance.**
3. Please confirm if there are any non-work days planned during construction.  
**Answer: See answer to Question #2**
4. We let our ASBA certification expire and we are actively going through re-certification with ASBA. Would the county approve a contractor with FIFA, World Rugby certified installations while we obtain our re-certification from ASBA. Proof of ASBA Certification would be provided before contract execution.  
**Answer: The contractor must provide proof of ASBA Certification at the time of Bid Opening as part of Bid Submittal.**

**SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, DECEMBER 4, 2024 @ 2:00 PM EDT**

**END OF ADDENDUM NO. 2**



**REPORT OF GEOTECHNICAL EXPLORATION  
SOLOMON CALHOUN PARK  
ST. JOHNS COUNTY, FLORIDA  
LEGACY PROJECT NO. 23-1020a.1**

**Prepared for:**

Mr. John Grady, P.E.  
Structures International  
7563 Philips Highway, Building 600  
Jacksonville, Florida 32256

**Prepared by:**

Legacy Engineering, Inc.  
6415 Greenland Road  
Jacksonville, Florida 32258  
Phone: 904.721.1100  
[www.legacyengineering.com](http://www.legacyengineering.com)

May 19, 2023



May 19, 2023

Mr. John Grady, P.E.  
Structures International  
7563 Philips Highway, Building 600  
Jacksonville, Florida 32256

Report of Geotechnical Exploration and Engineering Services  
Solomon Calhoun Park  
St. Johns County, Florida  
Legacy Project No. 23-1020a.1

Dear Mr. Grady:

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 building areas and to provide guidelines to facilitate foundation support, earthwork preparation, and drainage design.

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 No. 48098

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## 1.0 PROJECT INFORMATION

### 1.1 Site Location and Description

The site of the subject project is located east of the intersection of West 16<sup>th</sup> Street and Duval Street in St. Johns County, Florida. The subject site is open and grassy and is surrounded to the north and west by trees, the south by Osceola Elementary Road, and to the east by a small lake. The closest structure is approximately 500 feet to the west.

### 1.2 Project Description

Project information was provided through correspondence with Mr. John Grady, P.E. of Structures International. We were provided with aerials of the subject site showing the areas of the proposed construction, the existing fields, structures and pavement areas, the adjacent roadways, and the proposed boring locations.

Based on the information provided to us, we understand the proposed project will consist of the design and construction of synthetic turf fields, underdrain drainage collection systems for the fields, and ancillary or support buildings for the fields. Additional structures that may be constructed at the field sites may include but are not limited to area stands, press box and/or observation type structures, concession buildings, storage buildings, and restroom facilities. Specific locations for these structures have not been established at this time. It is assumed that these structures will be supported on conventional foundations and possibly utilize concrete masonry unit (CMU) exterior walls and wood or steel roof sections. We have not been provided with detailed foundation loading information therefore, we have assumed the wall, column, and floor loads will not exceed 3 klf, 40 kips, and 40 psf, respectively. We have also assumed no more than 2 feet of elevating fill will be placed in the proposed construction areas.

## 2.0 FIELD EXPLORATION

### 2.1 Soil Borings

In order to explore the subsurface conditions throughout the areas of the proposed construction, four (4) Standard Penetration Test (SPT) borings (B1 to B4) were drilled to a depth of 20 feet each below the existing grades. To determine the drainage characteristics at the boring locations, we conducted four (4) double-ring-infiltrometer (DRI) tests at a depth of 2.0 feet below grade and collected eight (8) relatively undisturbed Shelby Tube samples from depths of 1.5 to 2 feet. The borings were located in the field using a hand-held differentially corrected Global Positioning System (GPS) unit and should be considered accurate to the degree implied by the method utilized. The SPT 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 Profile and Test Boring Record in Appendix A.

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## 2.2 Double-Ring Infiltrometer Test

A double ring infiltrometer test was performed at each of the boring locations to estimate the infiltration rate of the surficial soil layers. The infiltration rate is a measure of a soil's ability to absorb and transmit water under static hydraulic loading conditions. The infiltration rate is shown on the Double-Ring Infiltrometer Test Results sheets in Appendix A. The double-ring infiltrometer test was performed in accordance with ASTM D 3385.

## 2.3 Relatively Undisturbed Soil Samples

Eight (8) relatively undisturbed soil samples (Shelby Tubes) were obtained from the upper 18 to 24 inches at the boring locations for the purpose of performing permeability (hydraulic conductivity) testing. The soil samples were obtained using a thin-walled, 3-inch O.D., 16 gauge tube (Shelby tube). One tube was oriented vertically, and one tube was oriented horizontally at each boring location. The Shelby tubes were carefully removed from the ground, secured and transported to our laboratory for permeability testing. The sampling procedure is described by ASTM D 1587.

## 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 results of the testing are presented on the Test Boring Record in Appendix A.

### 3.2 Permeability Testing

Permeability (hydraulic conductivity) tests were conducted on the undisturbed soil samples to estimate the permeability rates of the appropriate soil layers. The coefficient of permeability is a measure of a soil's ability to transmit water under hydraulic loading conditions. It typically is a required input parameter for groundwater modeling, such as dry pond recoveries, background seepage, etc. The laboratory permeability test is typically conducted by placing the undisturbed soil sample in a permeameter, and while in the permeameter, the soil sample is subjected to differential hydraulic loading over a period of time. The volume of water that is transmitted through the soil sample is recorded, and along with the known hydraulic loading conditions, Darcy's law is utilized to calculate the permeability rate. The permeability rates are shown on the Test Boring Record at the boring locations of which the soil samples were obtained.

## 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 Profile. A relatively detailed description of the subsurface conditions encountered is presented on the Test Boring Records. When reviewing these records, it should be understood the soil conditions may change

significantly between and/or away from the boring locations. The following discussion summarizes the soil conditions encountered.

Beneath 3 to 8 inches of topsoil, the SPT borings encountered very loose to loose fine sands with silt (SP-SM) to a depth of 2 to 3.5 feet. Firm to dense fine sands (SP) and fine sands with silt (SP-SM) were then penetrated to a depth of 12 to 13 feet. Firm to very dense fine sands with silt (SP-SM) and some weakly cemented zones (locally termed "hardpan") then extended to the boring termination depths of 20 feet. An exception to this general soil profile occurred at borings B2 and B3 where loose to dense fine sands (SP) and fine sands with silt and many pieces of wood (organic fill) were encountered below the topsoil to depths of 3 to 5 feet.

**4.2 Groundwater Level**

The groundwater level was measured at the boring locations, subsequent to boring completion, at depths of 3.0 feet to 4.3 feet below the existing grades. The depth of the groundwater level encountered at each boring location is presented on the Generalized Soil Profile and the Test Boring Records in Appendix A.

The groundwater table will fluctuate depending on seasonal rainfall activity, seasonal variations, 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. We have estimated that the seasonal high groundwater at this site will occur at a depth of approximately 1 foot below the existing site grades.

**5.0 DRAINAGE RECOMMENDATIONS**

**5.1 Drainage Parameters**

The following parameters presented in the table below can be utilized for drainage design. A factor of safety of at least 2 should be utilized for design purposes. The infiltration and permeability rates for the fine sands in the construction areas are presented in the table below.

Boring Location	Aquifer Depth <sup>(1)</sup>	Estimated Seasonal High Ground Water Depth <sup>(1)</sup>	Vertical Infiltration Rate	Horizontal Permeability Rate	Vertical Permeability Rate
B1	20 ft <sup>(2)</sup>	1.0 feet <sup>(1)</sup>	2.6 ft/day	2.01 ft/day	1.17 ft/day
B2	20 ft <sup>(2)</sup>	1.0 feet <sup>(1)</sup>	0.8 ft/day	5.04 ft/day	2.41 ft/day
B3	20 ft <sup>(2)</sup>	1.0 feet <sup>(1)</sup>	0.7 ft/day	12.28 ft/day	5.87 ft/day
B4	20 ft <sup>(2)</sup>	1.0 feet <sup>(1)</sup>	0.1 ft/day	1.25 ft/day	0.59 ft/day

(1) Depth below grade, at the boring location, existing at time of exploration.

(2) Aquifer depth limited to boring termination depth in accordance with SJRWMD.



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It should be understood that the double ring infiltration tests and permeability tests at B2 and B3 were conducted in organic fill soils. The results of these tests will be invalid in the event the organic fill soils are removed. Also, it should be understood that surface compaction with a vibratory roller will result in somewhat reduced infiltration and permeability rates.

## **6.0 BUILDING AREA 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 structural loads, construction locations, or grading information change from those discussed previously, 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.

The loose surficial fine sands that were encountered at the boring locations will require compaction prior to the placement of any elevating structural fill materials. Please refer to Section 6.3 below for compaction recommendations.

The sandy soils containing many wood pieces (see Borings B2 and B3) should be excavated from building foundation areas and backfilled with compacted structural fill prior to vertical construction. If the organic fill soils remain in the playing field, depressions could eventually develop in the synthetic playing field surface as the organic materials decompose and consolidate. Likewise, issues could develop with the subsurface drainage system. For these reasons, we recommend that you consider removing the organic fill soils from the playing field and associated construction areas.

### **6.2 Building Foundations**

Based on the results of the subsurface exploration, we consider the subsurface conditions at the site adaptable for support of the proposed building when constructed on properly designed shallow foundation systems. Provided the soils are prepared in accordance with the Site Preparation Section (Section 6.3) of this report, the following parameters may be used for foundation design.

#### **6.2.1 Bearing Pressure**

The maximum allowable net soil bearing pressure for shallow foundations should not exceed 2,500 pounds per square foot (psf). Net bearing pressure is defined as the soil bearing pressure at the base of the foundation in excess of the natural overburden pressure. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

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### 6.2.2 Foundation Size

The minimum widths recommended for any isolated column footing and continuous wall footings are 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be achieved, these width recommendations should control the size of the foundations.

### 6.2.3 Bearing Depth

The exterior foundations should bear at a depth of at least 18 inches below the exterior final grades and the interior footings should bear at a depth of at least 18 inches below the finish floor elevation to provide confinement to the bearing level soils. We recommend stormwater and surface water be diverted away from the building exterior, both during and after construction, to reduce the possibility of erosion adjacent to the exterior footings.

### 6.2.4 Bearing Material

The foundations may bear on either the compacted suitable in-place natural soils or compacted structural fill. The bearing level soils, after compaction, should exhibit densities of at least 95 percent of the maximum dry density as determined by ASTM D 1557 (Modified Proctor), to the depth described subsequently in the Site Preparation section of the report. In addition to compaction, the bearing soils must exhibit stability and be free of "pumping" conditions.

### 6.2.5 Settlement Estimates

Post-construction settlement of the structures will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundations; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimates for the structures are based upon adherence to the site preparation recommendations presented later in this report. Any deviation from these recommendations could result in an increase in the estimated post-construction settlement of the structure.

Due to the sandy nature of the site soils, we expect a significant portion of anticipated settlement to be elastic in nature. This settlement is expected to occur rapidly, upon application of the fill and dead loads during and immediately following construction. Using the recommended maximum bearing pressure, the assumed maximum structural loads presented in this report, and the field and laboratory test data which we have correlated to the strength and compressibility characteristics of the subsurface soils, we estimate the total settlements of the structure will be on the order of one inch or less.

Differential settlement results from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. Based on the subsurface

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conditions as determined by the borings, it is anticipated that differential settlements will be approximately one-half of the total settlement.

### 6.3 Site Preparation for Shallow Foundations

We recommend the following site preparation guidelines for the foundation areas:

1. Prior to construction, the location of any existing underground utility lines within the construction area should be established. Provisions should then be made to relocate interfering utilities 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. Implement temporary groundwater control measures, as required. The groundwater should be maintained at least two feet below the depth of any excavations required during construction and two feet below compacted surfaces. Temporary groundwater control measures should be the responsibility of the contractor.
3. Strip the proposed construction limits of all grass, roots, topsoil, and other deleterious materials within and 5 feet beyond the perimeter of the proposed structures and pavement areas. Expect initial clearing and grubbing to depths of 4 to 7 inches. Some areas may require more than a foot of stripping to remove isolated root zones whereas other areas will require less. Over-excavate and remove the organic fill soils containing many wood pieces encountered at B2 and B3 and replace these soils with compacted structural fill materials. In the areas where undercutting is required to depth of 3 to 5 feet, the soils in the excavation bottom will be relatively wet and easily disturbed by construction activity. We recommend covering the excavation bottom with 12 inches of relatively dry structural fill. This initial lift of fill will serve as a working platform for subsequent earthwork activity. Compact the fill by tracking with a dozer or with light weight walk-behind vibratory compactors until densities equivalent to at 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) have been achieved to a depth of 6 inches. Place structural backfill to level construction grade in 4 to 6-inch loose lifts when using a dozer or the lightweight compactors described above. Compact each lift until densities equivalent to at least 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) have been achieved.
4. 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). Generally, the fill soils should exhibit moisture contents within 2 percent of the Modified Proctor optimum moisture content (ASTM D 1557) during the compaction operations. Compaction should continue until densities equivalent to at least 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) have been achieved within each lift of the compacted structural fill/backfill.

- 
5. Following the clearing, stripping and backfilling operations, compact the exposed soil surface using a medium-weight vibratory drum roller (3 to 4-foot drum diameter and 5 to 8 tons static weight) until densities equivalent to at least 95 percent of the Modified Proctor Test (ASTM D 1557) maximum dry density are uniformly achieved to a depth of at least 12 inches. We recommend making at least eight to ten overlapping coverages of the building areas in perpendicular directions in order to increase the density and improve the uniformity of the underlying loose sandy soils. 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).

Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.

Care should be exercised to avoid damaging any nearby structures while the compaction operations are underway. Prior to commencing compaction, occupants of adjacent structures should be notified, and the existing conditions of the structures documented with photographs and survey (if deemed necessary). Compaction should cease if deemed detrimental to nearby structures and Legacy Engineering, Inc. should be contacted immediately. It is recommended the vibratory roller remain a minimum of 75 feet from existing structures. Within this zone, use of a vibratory roller operating in static mode is recommended.

6. Test the compacted surface for density at a minimum of one test location per 2,500 square feet of the proposed building area (minimum of three test locations per building area).
7. Place any required structural fill to grade in loose lifts not exceeding a thickness of 12 inches when using the roller described above. Compact each lift until densities equivalent to at least 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) have been achieved. Compaction should continue until densities equivalent to at least 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) have been achieved within each lift of the compacted structural fill.
8. Perform density tests within each lift of fill at a minimum of one test location per 2,500 square feet of the proposed building area (minimum of three test locations).
9. Excavate, compact and test footing excavations for density to a depth of one foot below the foundation bearing level. We recommend that you perform one density test per every 100 feet of wall footing, and test one out of every four column footings. Compaction operations in confined areas, such as footing excavations, can best be performed with a lightweight vibratory sled or other hand-held compaction equipment.

## **7.0 LIMITATIONS**

We have conducted the geotechnical engineering evaluation 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 PROFILE*

*TEST BORING RECORD*

*DOUBLE-RING INFILTRATION TEST RESULTS*



**LEGEND**

-  Approximate SPT Boring Locations
-  Approximate DRI Location



Reference: Plan Created Using Google Earth Pro  
Field Exploration Plan

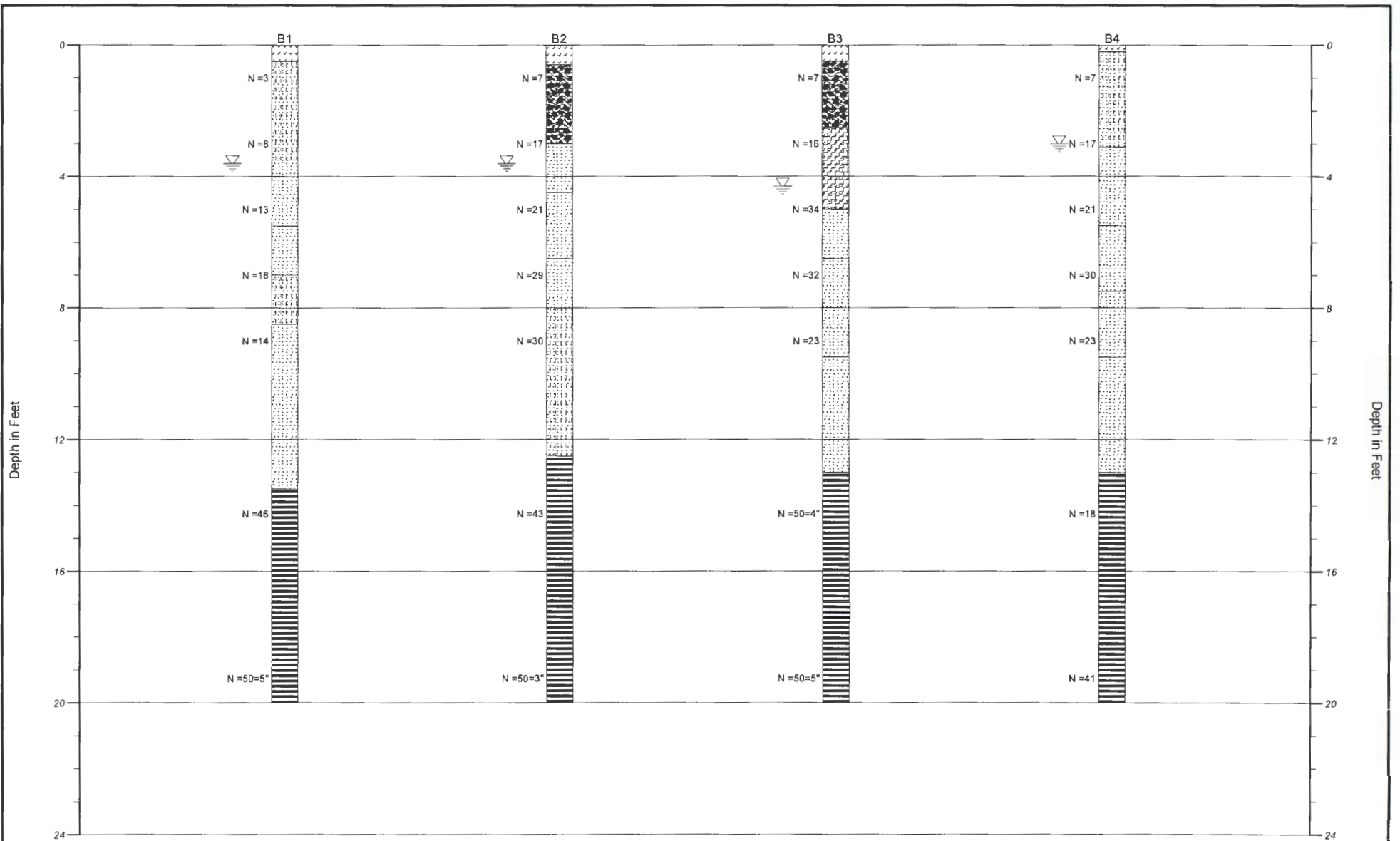
**SOLOMON CALHOUN PARK**  
St. Johns County, Florida

**LEGACY**  
ENGINEERING

Date: 05/18/2023

Proj. No.: 23-1020a.1

Figure 1



**Strata symbols**

Topsoil

Fine SAND with Silt (SP-SM)

Fine SAND (SP)

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

Fine SAND with Some to Many Wood Pieces (SP)

Fine SAND with Silt and Some to Many Wood Pieces (SP-SM)

Ground Water Depth

<b>Legacy Engineering, Inc.</b>		
<b>GENERALIZED SOIL PROFILE</b>		
HORIZONTAL SCALE:	DRAWN BY/APPROVED BY	DATE DRAWN
VERTICAL SCALE: 1"=4'	JEEII/JEEII	5/19/2023
St. Johns County Parks St. Johns County, Florida		
PROJECT NO. 23-1020a		FIGURE NUMBER 2



# LEGACY ENGINEERING, INC.

## TEST BORING RECORD

JOB NO. 23-1020a

BORING NO. B1

Sheet 1 of 2

Boring Begun 05/04/2023

Boring Completed 05/04/2023

Driller Christian R.

Engineer John E. Ellis II

Geotechnical & Materials Engineering and Testing

Project St. Johns County Parks

Boring Location St. Johns County, Florida

Ground Elevation N/A Datum N/A Groundwater Depth 3.6 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 to Loose Dark Brown Fine SAND with Silt and Trace Roots (SP-SM)		1	2	3
	2	Vertical Infiltration Rate: 2.60 ft/day Vertical Permeability Rate: 1.17 ft/day Horizontal Permeability Rate: 2.01 ft/day		2	1	
	3				2	
	4	Loose to Firm Grayish Brown Fine SAND (SP)			3	8
	5	Firm Light Grayish Brown Fine SAND (SP)		3	5	
	6				8	13
	7	Firm Dark Grayish Brown Fine SAND with Silt (SP-SM)		4	11	18
	8	Firm Dark Grayish Brown Fine SAND (SP)		5	11	
	9				4	14
	10				6	
	11	Dense to Very Dense Dark Brown Cemented Fine SAND with Silt (SP-SM, Hardpan)		6	8	
	12				4	
	13				13	
	14				18	46
	15				28	

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.

# LEGACY

# TEST BORING RECORD

JOB NO. 23-1020a

## ENGINEERING, INC.

*Geotechnical & Materials Engineering and Testing*

BORING NO. B1

Project St. Johns County Parks

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
16		Dense to Very Dense Dark Brown Cemented Fine SAND with Silt (SP-SM, Hardpan), Continued		7		
17						
18						
19					33	
20					50=5"	50=5"
21						
22						
23		Boring Terminated at 20 Feet				
24						
25						
26						
27						
28						
29						
30						
31						

# LEGACY ENGINEERING, INC.

Geotechnical & Materials Engineering and Testing

## TEST BORING RECORD

JOB NO. 23-1020a

Project St. Johns County Parks  
 Boring Location St. Johns County, Florida  
 Ground Elevation N/A Datum N/A Groundwater Depth 3.6 Feet  
 Length of Casing Set 5 Feet Casing Size 4 Inches

BORING NO. B2  
 Sheet 1 of 2  
 Boring Begun 05/04/2023  
 Boring Completed 05/04/2023  
 Driller Christian R.  
 Engineer John E. Ellis II

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 Dark Grayish Brown Fine SAND with Many Wood Pieces (SP)		1	3	7
	2	Vertical Infiltration Rate: 0.80 ft/day Vertical Permeability Rate: 2.41 ft/day Horizontal Permeability Rate: 5.04 ft/day			4	
	3	Firm Gray Fine SAND with Trace Roots (SP)		2	4	17
	4				8	
	5	Very Firm Gray Fine SAND with Few Roots (SP)		3	9	21
	6				10	
	7	Very Firm Grayish Brown Fine SAND with Trace Roots (SP)		4	10	29
	8				11	
	9	Very Firm Grayish Brown Fine SAND with Silt (SP-SM)		5	13	30
	10				17	
	11				19	
	12				10	
	13	Dense to Very Dense Dark Brown Cemented Fine SAND with Silt (SP-SM, Hardpan)		6	13	43
	14				22	
	15				21	

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.

# LEGACY

# TEST BORING RECORD

JOB NO. 23-1020a

ENGINEERING, INC.

*Geotechnical & Materials Engineering and Testing*

BORING NO. B2

Project St. Johns County Parks

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
16		Dense to Very Dense Dark Brown Cemented Fine SAND with Silt (SP-SM, Hardpan), Continued		7		
17						
18						
19					23	
20					43	50=3"
20		Boring Terminated at 20 Feet				
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

# LEGACY ENGINEERING, INC.

## TEST BORING RECORD

JOB NO. 23-1020a

BORING NO. B3

Sheet 1 of 2

Boring Begun 05/03/2023

Boring Completed 05/03/2023

Driller Christian R.

Engineer John E. Ellis II

Geotechnical & Materials Engineering and Testing

Project St. Johns County Parks

Boring Location St. Johns County, Florida

Ground Elevation N/A Datum N/A Groundwater Depth 4.3 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 (7 Inches)			1	
	1	Loose Dark Grayish Brown Fine SAND with Many Wood Pieces (SP)		1	3	7
	2	Vertical Infiltration Rate: 0.70 ft/day Vertical Permeability Rate: 12.28 ft/day Horizontal Permeability Rate: 5.87 ft/day			4	
	3	Firm to Dense Dark Grayish Brown Fine SAND with Silt and Many Wood Pieces (SP-SM)		2	5	
	4				6	16
	5	Dense Light Gray Fine SAND (SP)		3	3	
	6				6	34
	7	Dense to Very Firm Dark Grayish Brown Fine SAND with Few Roots (SP)		4	16	
	8				18	32
	9				12	
	10	Very Firm Grayish Brown Fine SAND (SP)		5	14	
	11				18	32
	12				17	
	13	Very Dense Dark Brown Cemented Fine SAND with Silt (SP-SM, Hardpan)		6	7	
	14				10	23
	15				13	
					18	23
					29	
					43	50=4"
					50=4"	

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.

# LEGACY

# TEST BORING RECORD

JOB NO. 23-1020a

ENGINEERING, INC.

Geotechnical & Materials Engineering and Testing

BORING NO. B3

Project St. Johns County Parks

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
16		Very Dense Dark Brown Cemented Fine SAND with Silt (SP-SM, Hardpan), Continued		7		
17						
18						
19					35	
20					50=5"	50=5"
		Boring Terminated at 20 Feet				
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

# LEGACY ENGINEERING, INC.

## TEST BORING RECORD

JOB NO. 23-1020a

BORING NO. B4

Sheet 1 of 2

Boring Begun 05/03/2023

Boring Completed 05/03/2023

Driller Christian R.

Engineer John E. Ellis II

Project St. Johns County Parks  
 Boring Location St. Johns County, Florida  
 Ground Elevation N/A Datum N/A Groundwater Depth 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 (3 Inches)			1	
	1	Loose to Firm Dark Grayish Brown Fine SAND with Silt (SP-SM)		1	2	7
	2	Vertical Infiltration Rate: 0.10 ft/day Vertical Permeability Rate: 1.25 ft/day Horizontal Permeability Rate: 0.59 ft/day			5	
	3			2	7	17
	4	Firm to Very Firm Light Gray Fine SAND (SP)			7	
	5	Very Firm Grayish Brown Fine SAND (SP)		3	10	21
	6			4	10	
	7	Very Firm Grayish Brown Fine SAND with Trace Roots (SP)			5	
	8			5	9	30
	9	Very Firm Grayish Brown Fine SAND (SP)			13	
	10			6	14	23
	11	Firm to Dense Dark Brown Cemented Fine SAND with Silt (SP-SM, Hardpan)			9	
	12			6	10	18
	13				13	
	14				15	
	15					

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.

# LEGACY

# TEST BORING RECORD

JOB NO. 23-1020a

## ENGINEERING, INC.

*Geotechnical & Materials Engineering and Testing*

BORING NO. B4

Project St. Johns County Parks

Sheet 2 of 2

ELEV. (FT)	DEPTH (FT)	MATERIAL DESCRIPTION	SOIL SYMBOL	SAMPLE NO.	STANDARD PENETRATION TEST	
					BLOWS / 6-INCH	BLOW COUNT
	16	Firm to Dense Dark Brown Fine SAND with Silt (SP-SM), Continued		7		
	17					
	18					
	19				17	
	20				20	41
	20	Boring Terminated at 20 Feet			21	
	21					
	22					
	23					
	24					
	25					
	26					
	27					
	28					
	29					
	30					
	31					





**DOUBLE-RING INFILTRMETER TEST RESULTS**

**Solomon Calhoun Park  
St. Johns County, Florida  
Legacy Project No.: 23-1020a.1**

**Date Performed: 05/03/2023**

**Performed By: Christian R.**

**Location: B1**

LAYER NO.	DEPTH (FT.) <sup>a</sup>	SOIL DESCRIPTION
1	0.0 – 0.5	Topsoil (T)
2	0.5 – 3.5	Very Loose to Firm Dark Brown Fine SAND with Silt and Trace Roots (SP-SM)
3	3.5 – 5.5	Loose to Firm Grayish Brown Fine (SP)
4	5.5 – 7.0	Firm Light Grayish Brown Fine SAND (SP)
5	7.0 – 8.5	Firm Dark Grayish Brown Fine SAND with Silt (SP-SM)
6	8.5 – 13.5	Firm Dark Grayish Brown Fine SAND (SP)
7	13.5 – 20.0	Dense to Very Dense Dark Brown Fine SAND with Silt (SP-SM)

a = Depth below existing ground surface at test location

**Infiltration Rate<sup>(b)</sup> : 1.3 inches per hour (2.6 feet per day) at a test depth of two feet below the ground surface**

**Groundwater was encountered at a depth of 3.6 feet below the ground surface at the test location.**

**The seasonal high groundwater at the test location is estimated at 2.0 feet below the existing ground surface.**

- (b) The infiltration rate for (1) the inner ring, (2) the annular space between the rings, and (3) both rings combined is determined by dividing (a) the water volume used (within each specific area) during the stabilized flow period of the test, by (b) the specific area and (c) the time interval. Infiltration rates are generally converted to units of inches per hour. The infiltration rate for the inner ring, if different than the infiltration rates of either the annular area between the rings or the combined area of both rings, should be used as the infiltration rate for the soils.



**DOUBLE-RING INFILTROMETER TEST RESULTS**

**Solomon Calhoun Park  
St. Johns County, Florida  
Legacy Project No.: 23-1020a.1**

**Date Performed: 05/04/2023**

**Performed By: Christian R.**

**Location: B2**

LAYER NO.	DEPTH (FT.) <sup>a</sup>	SOIL DESCRIPTION
1	0.0 – 0.6	Topsoil (T)
2	0.6 – 3.0	Loose to Firm Dark Grayish Brown Fine SAND with Many Wood Pieces (SP)
3	3.0 – 4.5	Firm Gray Fine SAND with Trace Roots (SP)
4	4.5 – 6.5	Very Firm Gray Fine SAND with Few Roots (SP)
5	6.5 – 8.0	Very Firm Grayish Brown Fine SAND with Trace Roots (SP)
6	8.0 – 12.5	Very Firm Grayish Brown Fine SAND with Silt (SP-SM)
7	12.5 – 20.0	Dense to Very Dense Dark Brown Fine SAND with Silt (SP-SM)

a = Depth below existing ground surface at test location

**Infiltration Rate<sup>(b)</sup> : 0.4 inches per hour (0.8 feet per day) at a test depth of two feet below the ground surface**

**Groundwater was encountered at a depth of 3.6 feet below the ground surface at the test location.**

**The seasonal high groundwater at the test location is estimated at 2.0 feet below the existing ground surface.**

- (b) The infiltration rate for (1) the inner ring, (2) the annular space between the rings, and (3) both rings combined is determined by dividing (a) the water volume used (within each specific area) during the stabilized flow period of the test, by (b) the specific area and (c) the time interval. Infiltration rates are generally converted to units of inches per hour. The infiltration rate for the inner ring, if different than the infiltration rates of either the annular area between the rings or the combined area of both rings, should be used as the infiltration rate for the soils.



**DOUBLE-RING INFILTROMETER TEST RESULTS**

**Solomon Calhoun Park  
St. Johns County, Florida  
Legacy Project No.: 23-1020a.1**

**Date Performed: 05/03/2023**

**Performed By: Christian R.**

**Location: B3**

LAYER NO.	DEPTH (FT.) <sup>a</sup>	SOIL DESCRIPTION
1	0.0 – 0.5	Topsoil (T)
2	0.5 – 2.5	Loose Dark Grayish Brown Fine SAND with Many Wood Pieces (SP)
3	2.5 – 5.0	Firm to Dense Dark Grayish Brown Fine SAND with Silt and Many Wood Pieces (SP-SM)
4	5.0 – 6.5	Dense Light Gray Fine SAND (SP)
5	6.5 – 9.5	Dense to Very Firm Dark Grayish Brown Fine SAND with Few Roots (SP)
6	9.5 – 13.0	Very Firm Grayish Brown Fine SAND (SP)
7	13.0 – 20.0	Very Dense Dark Brown Fine SAND with Silt (SP-SM)

a = Depth below existing ground surface at test location

**Infiltration Rate<sup>(b)</sup> : 0.3 inches per hour (0.7 feet per day) at a test depth of two feet below the ground surface**

**Groundwater was encountered at a depth of 4.3 feet below the ground surface at the test location.**

**The seasonal high groundwater at the test location is estimated at 3.0 feet below the existing ground surface.**

- (b) The infiltration rate for (1) the inner ring, (2) the annular space between the rings, and (3) both rings combined is determined by dividing (a) the water volume used (within each specific area) during the stabilized flow period of the test, by (b) the specific area and (c) the time interval. Infiltration rates are generally converted to units of inches per hour. The infiltration rate for the inner ring, if different than the infiltration rates of either the annular area between the rings or the combined area of both rings, should be used as the infiltration rate for the soils.



**DOUBLE-RING INFILTRMETER TEST RESULTS**

**Solomon Calhoun Park  
St. Johns County, Florida  
Legacy Project No.: 23-1020a.1**

**Date Performed: 05/03/2023**

**Performed By: Christian R.**

**Location: B4**

<b>LAYER NO.</b>	<b>DEPTH (FT.)<sup>a</sup></b>	<b>SOIL DESCRIPTION</b>
1	0.0 – 0.2	Topsoil (T)
2	0.2 – 3.0	Loose to Firm Dark Grayish Brown Fine SAND with Silt (SP-SM)
3	3.0 – 5.5	Firm to Very Firm Light Gray Fine SAND (SP)
4	5.5 – 7.5	Very Firm Grayish Brown Fine SAND (SP)
5	7.5 – 9.5	Very Firm Grayish Brown Fine SAND with Trace Roots (SP)
6	9.5 – 13.0	Very Firm Grayish Brown Fine SAND (SP)
7	13.0 – 20.0	Firm to Dense Dark Brown Fine SAND with Silt (SP-SM)

a = Depth below existing ground surface at test location

**Infiltration Rate<sup>(b)</sup> : 0.05 inches per hour (0.1 feet per day) at a test depth of two feet below the ground surface**

**Groundwater was encountered at a depth of 3.0 feet below the ground surface at the test location.**

**The seasonal high groundwater at the test location is estimated at 2.0 feet below the existing ground surface.**

- (b) The infiltration rate for (1) the inner ring, (2) the annular space between the rings, and (3) both rings combined is determined by dividing (a) the water volume used (within each specific area) during the stabilized flow period of the test, by (b) the specific area and (c) the time interval. Infiltration rates are generally converted to units of inches per hour. The infiltration rate for the inner ring, if different than the infiltration rates of either the annular area between the rings or the combined area of both rings, should be used as the infiltration rate for the soils.

## **APPENDIX B**

*KEY TO SOIL CLASSIFICATION*

*FIELD AND LABORATORY TEST PROCEDURES*



**KEY TO SOIL CLASSIFICATION**

**CORRELATION OF PENETRATION WITH RELATIVE DENSITY & CONSISTENCY**

<b>SANDS AND GRAVEL</b>	
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

<b>SILTS AND CLAYS</b>	
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)**

<b>CATEGORY</b>	<b>DIMENSIONS</b>
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

<b>PERCENTAGE OF MINOR CONSTITUENT</b>	<b>MODIFIERS</b>
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

<b>APPROXIMATE CONTENT OF OTHER COMPONENTS (SHELL, GRAVEL, ETC.)</b>	<b>MODIFIERS</b>	<b>APPROXIMATE CONTENT OF ORGANIC COMPONENTS</b>
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.

## **Constant Head Permeability Test**

The coefficient of permeability for the laminar flow of water through granular soils was determined in general accordance with the latest revision of ASTM D 2434. The constant head permeability test is a measure of the quantity of water that flows through a sample contained in a cylinder of known height and diameter in a measured time while maintaining a constant head of water on the sample. The coefficient of permeability is determined by application of the Darcy's Law shown below:

$$k = \frac{QL}{hAt}$$

k = Coefficient of permeability

Q = Quantity of water discharge

L = Length of specimen

h = Constant head of water

A = Cross-sectional area of specimen

t = Total time of discharge

### **Undisturbed Sampling**

A relatively undisturbed sample was obtained in general accordance with the latest revision of ASTM A 1587, "Thin-Walled Tube Sampling of Soils". A piston-type sampler was used to advance the 3-inch O.D. - 16 gauge stainless steel sampler tuber into the soils at the borehole bottom. After retrieving the sample from the boring, the ends were sealed with wax and then transported to our laboratory.

### **Double-Ring Infiltrometer Test**

The Double-ring infiltrometer test was performed in the field in general accordance with the procedures outlined in the latest revision of ASTM D 3385, "Infiltration Rate of Soils in Field using Double-Ring Infiltrometers". The test location was initially cleared of all surface vegetation and topsoil, excavated to the desired test depth and then leveled. The outer ring, approximately 24 inches diameter, was driven to a depth of 6 inches below the test depth. The inner ring, approximately 12 inches in diameter, was inserted inside the outer ring, and driven to a depth of approximately 2 inches below the test depth. A thin layer of gravel was placed on the exposed soils inside in the rings at the test level. The two rings were filled simultaneously with 4 inches of water.

This water level maintained throughout the test period, with the required amount of water added to maintain this level in both rings recorded at the time intervals of ten minutes. After reaching a stabilized inflow volume of water, the test was continued for approximately 30 minutes. To determine the infiltration rate, the volume of the water used during the stabilized flow period for the inner ring, the annular space and both rings combined is converted to the depth of water per unit of time (e.g. in inches per hour). The infiltration rate for the inner ring, if different than the infiltration rate for the annular area or for both rings combined, should be used (the different being caused by divergent flow).