

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE TASK ORDER 22 TO T B LANDMARK CONSTRUCTION, INC. FOR THE PROVISION OF ALL LABOR, EQUIPMENT, AND MATERIALS REQUIRED TO REPLACE THE GRAVITY SEWER AT TPC 5 LIFT STATION FOR A LUMP SUM AMOUNT OF \$987,823.00 UNDER RFQ NO: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES; CATEGORY 4 – HORIZONTAL DIRECTIONAL DRILLING (HDD) AND CONNECTIONS

RECITALS

WHEREAS, on April 19, 2023, the County entered into a task order based multi-year contract with T B Landmark Construction, Inc., under RFQ No: 23-21; Utility Rehabilitation/Construction Services (Master Contract No:23-MCA-TBL-1794), so that the County can respond to the needs of the County’s Utility Facility and Infrastructure needs; and

WHEREAS, the Contract requires approval from the St. Johns County Board of County Commissioners on all task orders greater than \$500,000; and

WHEREAS, SJC Utilities Department is looking to replace the gravity sewer at the TPC 5 Lift Station located along Tournament Players Club Boulevard between Championship Way and Players Club Villas Road in Ponte Vedra Beach, FL 32082, to improve sewer reliability. The work includes the installation of approximately 253 LF of 10” DR11 HDPE gravity sewer via HDD under a water feature between two (2) new polymer concrete manholes, re-attach to the existing manholes to be lined with Raven 405, bypass pump sewer system, grout unneeded HDPE pipe, replace sidewalk, driveway, and pump station site concrete, traffic maintenance, and site restoration. The County received two (2) pricing proposals under Work Category 4 – Horizontal Directional Drilling (HDD) and Connections and T B Landmark Construction, Inc. submitted the lowest proposal at a lump sum amount of \$987,823.00; and

WHEREAS, the County finds that issuing the task order serves a public purpose; and

WHEREAS, the task order will be funded through the SJC Utilities Department.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to execute and issue Task Order No: 22 to T B Landmark Construction, Inc., in substantially the same form and format as attached, for completion of the work as specified, in accordance with the Contract.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4th day of February, 2025.

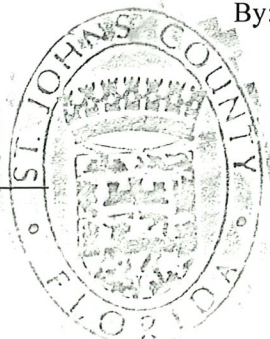
Rendition Date FEB 5 2025

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





CONTRACT TASK ORDER NO: 22

Bid No: 23-21; Utility Rehabilitation/Construction Services
Category 4 – Horizontal Directional Drilling (HDD) and Connections
Master Contract No: 23-MCA-TBL-17941

Contractor: T B Landmark Construction, Inc.
11220 New Berlin Road
Jacksonville, FL 32226

Date: January 10, 2025
Project: TPC 5 Lift Station Gravity Sewer Replacement

SCOPE OF WORK:

Task Order #22 is hereby issued to authorize T B Landmark Construction, Inc. ("Contractor"), to provide all labor, equipment, and materials necessary to install a gravity sewer at TPC 5 Lift Station located along Tournament Players Club Boulevard between Championship Way and Players Club Villas Road in Ponte Vedra Beach, FL 32082, as stated in the County's Construction Specification, Drawings Documents, and the Contractor's proposal dated December 9, 2024, and attached hereto. The work includes the installation of approximately 253 LF of 10" DR11 HDPE gravity sewer via HDD under a water feature between two (2) new polymer concrete manholes, re-attach to the existing manholes to be lined with Raven 405, bypass pump sewer system, grout unneeded HDPE pipe, replace sidewalk, driveway, and pump station site concrete, traffic maintenance, and site restoration. The materials found in the SJCUD Approved Materials Manual may be used without submittals.

PAYMENT TERMS:

The County shall compensate the Contractor, under Task Order #22, a Lump Sum Amount of **Nine Hundred Eighty-Seven Thousand, Eight Hundred Twenty-Three Dollars and Zero Cents (\$987,823.00)**, for work satisfactorily completed in accordance with the provisions of this task order, and with the Master Contract dated April 19, 2023

SCHEDULE:

The County shall issue a Notice to Proceed to the Contractor upon receipt of a recorded Public Construction Bond. Work shall commence within ten (10) consecutive calendar days upon receipt of the Notice to Proceed and shall be completed within **one hundred eighty (180) consecutive calendar days from the date of the Notice to Proceed**. Mobilization to the Jobsite shall not commence until the conclusion of the TPC Golf Tournament on March 16, 2025. The Effective Date of this Task Order shall be the date of signature by an authorized St. Johns County Representative. Any work performed prior to full execution of this Task Order shall be at the Contractor's Own Risk.

T B Landmark Construction, Inc.

Representative
Signature: _____

Printed Name
& Title: _____

Date: _____

St. Johns County, Florida

Representative
Signature: _____

Printed Name Leigh A. Daniels, CPPB
& Title: Purchasing Manager

Date: _____

All terms and conditions of the above-referenced Master Contract dated April 19, 2023, remain in full force and effect. All invoices must reference Task Order #22. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.



12/9/24

STJCUD --- TPC 5

ATTN: STJCUD purchasing

RE: Purchase material and install a new 8" gravity sewer main, 2 manholes and tie into an existing wet well per the plans by Ardurra stamped issued for bid Sept 2024. (7 plan sheets)

Scope of Work:

Purchase all materials.
Mobilize/demobilize.
Silt fence/ Erosion Control
Traffic Control
Install 8" by HDD
Install 2 each 5' diameter Armorock manholes
Bypass pumping
Connect to exiting LS.
Restore sidewalk, LS slab, Fence, sod
Grout fill old line
Dewatering
Trench box
Density testing.
Asbuilts

Force main Total \$ 987,823.00

Not Included:

Mill and overlay of asphalt patch.
Initial Survey Control. Benchmarks
No Engineering
No Permitting
No Clearing/ Tree removal.
No Temporary Pedestrian walks.
No landscaping installation
R/R unsuitable material.

Sincerely,

Marty Adams
General Manager
T B Landmark Construction, Inc.



T B L
CONSTRUCTION, INC.

TPC 5
12/9/2024

Work Days	Hourly Rate	Overtime Rate	Reg	OT	Reg HR	OT	Sub Total	Sub Total	Overhead Markup 15%	Profit Markup 10%	Total Markup	Total
# of Hours	# of Hours	# of Hours	Reg	OT	Reg HR	OT	Sub Total	Sub Total	Overhead Markup 15%	Profit Markup 10%	Total Markup	Total
Field Superintendent	\$ 75.00	\$ 112.50	250		\$ 18,750.00	\$ -	\$ 18,750.00	\$ -	\$ 2,812.50	\$ 1,875.00	\$ 4,687.50	\$ 23,437.50
HDD Superintendent	\$ 75.00	\$ 112.50	40		\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 450.00	\$ 300.00	\$ 750.00	\$ 3,750.00
Perman	\$ 64.97	\$ 96.86	400	200	\$ 25,928.00	\$ 19,371.00	\$ 45,299.00	\$ -	\$ 6,779.85	\$ 4,519.90	\$ 11,299.75	\$ 56,498.75
Equipment Operator	\$ 45.00	\$ 67.50	400	200	\$ 18,000.00	\$ 13,500.00	\$ 31,500.00	\$ -	\$ 4,725.00	\$ 3,150.00	\$ 7,875.00	\$ 39,375.00
Equipment Operator	\$ 45.00	\$ 67.50	400	200	\$ 18,000.00	\$ 13,500.00	\$ 31,500.00	\$ -	\$ 4,725.00	\$ 3,150.00	\$ 7,875.00	\$ 39,375.00
Labor	\$ 38.00	\$ 57.00	400	200	\$ 15,200.00	\$ 11,400.00	\$ 26,600.00	\$ -	\$ 3,990.00	\$ 2,660.00	\$ 6,650.00	\$ 33,250.00
Labor	\$ 38.00	\$ 57.00	400	200	\$ 15,200.00	\$ 11,400.00	\$ 26,600.00	\$ -	\$ 3,990.00	\$ 2,660.00	\$ 6,650.00	\$ 33,250.00
Drill foreman	\$ 64.97	\$ 96.86	40	20	\$ 2,598.80	\$ 1,497.00	\$ 4,095.80	\$ -	\$ 614.37	\$ 365.82	\$ 980.19	\$ 5,075.99
Drill foreman	\$ 50.00	\$ 75.00	40	30	\$ 2,000.00	\$ 2,250.00	\$ 4,250.00	\$ -	\$ 637.50	\$ 425.00	\$ 1,062.50	\$ 5,312.50
Equipment Operator for drill crew	\$ 45.00	\$ 67.50	40	30	\$ 1,800.00	\$ 2,025.00	\$ 3,825.00	\$ -	\$ 573.75	\$ 382.50	\$ 956.25	\$ 4,781.25
Equipment Operator for drill crew	\$ 45.00	\$ 67.50	40	30	\$ 1,800.00	\$ 2,025.00	\$ 3,825.00	\$ -	\$ 573.75	\$ 382.50	\$ 956.25	\$ 4,781.25
Drill labor	\$ 38.00	\$ 57.00	40	30	\$ 1,520.00	\$ 1,710.00	\$ 3,230.00	\$ -	\$ 484.50	\$ 323.00	\$ 807.50	\$ 4,037.50
Drill labor	\$ 38.00	\$ 57.00	40	30	\$ 1,520.00	\$ 1,710.00	\$ 3,230.00	\$ -	\$ 484.50	\$ 323.00	\$ 807.50	\$ 4,037.50
Fusion tech	\$ 45.00	\$ 67.50	40	40	\$ 1,800.00	\$ 2,700.00	\$ 4,500.00	\$ -	\$ 675.00	\$ 450.00	\$ 1,125.00	\$ 5,625.00
Fusion helper	\$ 38.00	\$ 57.00	40	40	\$ 1,520.00	\$ 2,280.00	\$ 3,800.00	\$ -	\$ 570.00	\$ 380.00	\$ 950.00	\$ 4,750.00
Flaggers (2)	\$ 72.00	\$ 108.00	400	1610	\$ 28,800.00	\$ -	\$ 28,800.00	\$ -	\$ 4,320.00	\$ 2,880.00	\$ 7,200.00	\$ 36,000.00
Total Days >>>			3600									\$ 376,933.06

T/L Equipment	Qty	Rate	Cost	Total	Sub Total	Sub Total	Overhead Markup 15%	Profit Markup 10%	Total Markup	Total
Super Truck	25	\$ 350.00	\$ 8,750.00	\$ 8,750.00	\$ 8,750.00	\$ -	\$ 1,312.50	\$ 875.00	\$ 2,187.50	\$ 10,937.50
Super Truck HDD	25	\$ 350.00	\$ 8,750.00	\$ 8,750.00	\$ 8,750.00	\$ -	\$ 1,312.50	\$ 875.00	\$ 2,187.50	\$ 10,937.50
Foreman Truck	48	\$ 400.00	\$ 19,200.00	\$ 19,200.00	\$ 19,200.00	\$ -	\$ 2,880.00	\$ 1,920.00	\$ 4,800.00	\$ 24,000.00
Excavator	48	\$ 1,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ -	\$ 7,200.00	\$ 4,800.00	\$ 12,000.00	\$ 60,000.00
Loader	48	\$ 800.00	\$ 38,400.00	\$ 38,400.00	\$ 38,400.00	\$ -	\$ 5,760.00	\$ 3,840.00	\$ 9,600.00	\$ 48,000.00
Bulldozer	48	\$ 600.00	\$ 28,800.00	\$ 28,800.00	\$ 28,800.00	\$ -	\$ 4,320.00	\$ 2,880.00	\$ 7,200.00	\$ 36,000.00
Broom	48	\$ 200.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	\$ -	\$ 1,440.00	\$ 960.00	\$ 2,400.00	\$ 12,000.00
Pump	48	\$ 125.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 900.00	\$ 600.00	\$ 1,500.00	\$ 7,500.00
Super Truck HDD	7	\$ 385.00	\$ 2,695.00	\$ 2,695.00	\$ 2,695.00	\$ -	\$ 404.25	\$ 269.50	\$ 673.75	\$ 3,368.75
Excavator HDD	7	\$ 1,400.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ -	\$ 1,470.00	\$ 980.00	\$ 2,450.00	\$ 12,250.00
Backhoe HDD	7	\$ 800.00	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00	\$ -	\$ 840.00	\$ 560.00	\$ 1,400.00	\$ 7,000.00
Drilling and support equipment	7	\$ 2,500.00	\$ 17,500.00	\$ 17,500.00	\$ 17,500.00	\$ -	\$ 2,625.00	\$ 1,750.00	\$ 4,375.00	\$ 21,875.00
Vac truck HDD	7	\$ 800.00	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00	\$ -	\$ 840.00	\$ 560.00	\$ 1,400.00	\$ 7,000.00
Excavator HDD	7	\$ 1,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ -	\$ 1,575.00	\$ 1,050.00	\$ 2,625.00	\$ 13,125.00
Fusion machine	4	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 900.00	\$ 600.00	\$ 1,500.00	\$ 7,500.00
Total			\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ -	\$ 22,149.00	\$ 14,766.00	\$ 36,915.00	\$ 196,915.00

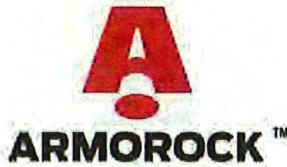
Material	Qty	Rate	Cost	Total	Sub Total	Sub Total	Material Markup 15%	Total
Ferguson	15	\$ 120.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 267.00	\$ 2,067.00
Amerock Manholes	80	\$ 45.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ -	\$ 540.00	\$ 4,140.00
57 phone	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 225.00	\$ 1,725.00
GROUT	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 225.00	\$ 1,725.00
Total			\$ 6,400.00	\$ 6,400.00	\$ 6,400.00	\$ -	\$ 957.00	\$ 7,357.00

Equipment Rental	Qty	Rate	Cost	Total	Sub Total	Sub Total	Equip Rental Markup 5%	Total
Light towers for night tie-in	15	\$ 125.00	\$ 1,875.00	\$ 1,875.00	\$ 1,875.00	\$ -	\$ 93.75	\$ 1,968.75
Traffic Control	90	\$ 124.00	\$ 11,160.00	\$ 11,160.00	\$ 11,160.00	\$ -	\$ 558.00	\$ 11,718.00
By pass pumps	1	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ -	\$ 1,150.00	\$ 24,150.00
French boxes	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 750.00	\$ 15,750.00
Light towers	1	\$ 15,250.00	\$ 15,250.00	\$ 15,250.00	\$ 15,250.00	\$ -	\$ 762.50	\$ 16,012.50
Dumpster / portabets	3	\$ 900.00	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 135.00	\$ 2,835.00
Total			\$ 68,975.00	\$ 68,975.00	\$ 68,975.00	\$ -	\$ 3,448.50	\$ 72,423.50

Subcontract	Qty	Rate	Cost	Total	Sub Total	Sub Total	Sub Markup 5%	Total
Misc Restoration	1	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00	\$ -	\$ 637.50	\$ 13,387.50
Surveyor	1	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ -	\$ 625.00	\$ 13,125.00
Concrete sidewalk	400	\$ 75.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 1,500.00	\$ 31,500.00
Grout pump truck	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 75.00	\$ 1,575.00
TV sewer line	1	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00	\$ -	\$ 192.50	\$ 4,042.50
Concrete slab	1	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ -	\$ 425.00	\$ 8,925.00
Grading	1	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 325.00	\$ 6,825.00
Density testing	888	\$ 8.00	\$ 7,104.00	\$ 7,104.00	\$ 7,104.00	\$ -	\$ 355.20	\$ 7,459.20
Density testing	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 150.00	\$ 3,150.00
Total			\$ 98,728.00	\$ 98,728.00	\$ 98,728.00	\$ -	\$ 4,987.38	\$ 103,715.38

Bond	Qty	Rate	Cost	Total	Sub Total	Sub Total	Total
Bond	1	\$ 9,872.00	\$ 9,872.00	\$ 9,872.00	\$ 9,872.00	\$ -	\$ 9,872.00
Total			\$ 9,872.00	\$ 9,872.00	\$ 9,872.00	\$ -	\$ 9,872.00

Total \$ 987,823.00



1575 W Horizon Ridge Parkway
#530427
Henderson, NV 89012

207 Heritage Court
Sulphur Springs, TX 75482

1708 Turkey Creek Road
Plant City, FL 33566

702-824-9702
www.armorock.com

Quote Date: 10/31/2024

To:

Reference: St. Johns TPC 5 Sewer Replacement
St. Johns, FL

Sales Manager: Jared Johnston

Q U O T A T I O N

Notes:

1. Quote is subject to our standard terms, conditions, and shipping policies. Customer acknowledges that it has reviewed Armorock's terms, conditions and shipping policies and that it will comply with all obligations.
2. Payment is due at Net 30. Late payments shall accrue a finance charge of one and one-half percent (1.5%) per month or the highest rate allowable by applicable law, whichever is more.
3. Quote is valid for 30 days from issue date to receipt of PO. Following 30 days, this quote is subject to adjustment by Armorock corresponding with any resulting increase in Armorock's costs.
4. Sales tax not included. All applicable taxes are to be paid by purchaser.
5. If owner requires items to be grouted in field; Customer is responsible for all materials and labor costs incurred.
6. All loads will be billed at \$1200 for each legal load out of Plant City. Total of 1 legal loads needed for job. Customer will only be billed for trucks used. Additional trucks will be billed at market rate.
7. All freight quotes include 2 hours from the truck's arrival for offloading. After 2 hours the customer will be billed the detention fees directly at a rate of \$75 per hour.
8. Products will be billed at unit pricing per quotation.
9. Rush orders will be priced accordingly at Armorock's sole discretion.
10. Customer shall be responsible for joint sealing and performance.
11. Miscellaneous items such as grout, epoxy, and hardware are not included with the structures unless a specific line item is shown on this quote. Additional charges will apply for any extra items that are not shown on this quote.
12. Final lead time is determined at date of completed and accepted submittal. Accepted in this context means accepted by Armorock and owner.
13. Project retention is not allowed.
14. Summation of structure price is for convenience of bidding only. Structures will be billed by components per quotation detail.

From: ARaines



1875 W Horizon Ridge Parkway
#530427
Henderson, NV 89012
207 Heritage Court
Sulphur Springs, TX 75482
1708 Turkey Creek Road
Plant City, FL 33566
702-824-8702
www.armorock.com

For:

Ref: St. Johns TPC 5 Sewer Replacement
St. Johns, FL

Quote Date: 10/31/2024

Structure	Description	Height	Weight	Price
MH-01	60"-32" Polymer Manhole	14.86'	11,645	\$24,103
1	32" USF 655-U SJCUD R&C	1 PR32X1FL	32 IN X 1 IN FLAT PRO-RING	
1	PR32X4FL 32 IN X 4 IN FLAT PRO-RING	1 PR32X6FL	32 IN X 6 IN FLAT PRO-RING	
1	MHC6032 60 IN X 3 FT ECC POLYMER CONE W/ 32" ACCESS	1 MHS6072	60 IN X 6 FT POLYMER MH SECTION	
1	MHB6060.75ES 60 IN X 5 FT POLYMER PRECAST BASE 3/4 DEPTH TROUGHING W/ EXTENDED SLAB	2	S106-12WS BOOT	
1	S106-16BWS BOOT	4 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	
1	18 IN X 50 FT WRAPIDSEAL ROLL	2	60" GASKET	
2	WRAPIDSEAL CLOSURE	0.5	WRAPIDSEAL PRIMER 1 GAL	
1	PGROUT POLYMER GROUT KIT			
MH-02	60"-32" Polymer Manhole	12.58'	10,450	\$22,323
1	32" USF 655-U SJCUD R&C	1 PR32X1FL	32 IN X 1 IN FLAT PRO-RING	
1	PR32X2FL 32 IN X 2 IN FLAT PRO-RING	1 PR32X6FL	32 IN X 6 IN FLAT PRO-RING	
1	MHC6032 60 IN X 3 FT ECC POLYMER CONE W/ 32" ACCESS	1 MHS6072	60 IN X 6 FT POLYMER MH SECTION	
1	MHB6036.75ES 60 IN X 3 FT POLYMER PRECAST BASE 3/4 DEPTH TROUGHING W/ EXTENDED SLAB	1	S106-12WS BOOT	
1	S106-16BWS BOOT	4 MASJ	1.25 IN X 14 FT JOINT MASTIC ROLL	
1	18 IN X 50 FT WRAPIDSEAL ROLL	2	60" GASKET	
2	WRAPIDSEAL CLOSURE	0.5	WRAPIDSEAL PRIMER 1 GAL	
1	PGROUT POLYMER GROUT KIT			
xJoint Package		0.00'	0	\$2,210
2	18"X50' HEAT SHRINK WRAP	4	RISER WRAP JOINER STRIP	
1	RISER WRAP PRIMER			
xSpreader Bar		0.00'	0	\$2,100
1	SPREADER BAR AND RIGGING FOR LIFTING			
Sub-Total				\$50,736
Freight/Delivery				\$1,200
Total Price for St. Johns TPC 5 Sewer Replacement				\$51,936



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

TPC 5 Sewer Replacement Project

**CONFORMED
January 2025**

**St. Johns County Utility Department
1205 State Road 16
St. Augustine, FL 32084
(904) 209-2700**

CONTRACT DOCUMENTS AND SPECIFICATIONS

TPC 5 SEWER REPLACEMENT PROJECT

FOR

ST. JOHNS COUNTY UTILITY DEPARTMENT, FLORIDA

January 2025

Loc P. Truong, P.E. Date
Florida Registered PE No. 65709
Specification Divisions: 01, 02

This item has been digitally signed and sealed
by Loc P. Truong, P.E. on the date adjacent to
the seal.

Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.

Ardurra Group, Inc.
405 Golfway West Drive, Suite 201A
St. Augustine, FL 32095
Phone: (904) 562-2185
www.ardurra.com

**TPC 5 SEWER REPLACEMENT PROJECT
TECHNICAL SPECIFICATIONS
TABLE OF CONTENTS**

DIVISION 01 - GENERAL REQUIREMENTS

01005	General Requirements
01014	Summary of Work
01015	Construction Sequence

DIVISION 02 - SITE CONSTRUCTION

02071	Horizontal Directional Drilling
02656	Polymer Concrete Manholes

SECTION 01005

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DEFINITIONS

- A. "Owner's Representative" - Throughout these technical specifications, the term "Owner's Representative" shall mean "Resident Project Representative" as defined in the General Conditions.

1.02 SCOPE OF WORK

A. Description

1. The work to be done consists of the furnishing of all labor, materials and equipment to install the water transmission main as shown in the Drawings. All work shall be performed by the Contractor meeting the requirements in the latest version of the St. Johns County Utility Department - Water, Wastewater, And Reclaimed Water Standards Manual (Standards Manual). Should a conflict arise between these Technical Specifications, Drawings, or the Standards Manual, the most stringent requirement shall supersede.

B. Work Included

1. The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies and other means of construction necessary or proper for performing and completing the work. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Owner's Representative, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.
2. The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment, prior approval of the Engineer notwithstanding.

GENERAL REQUIREMENTS

4. The Contractor shall comply with the requirements of all permits and regulatory agencies having jurisdiction over the various portions of the Work. Contractor shall provide and maintain effective erosion control measures for the entire duration that construction is in progress.

C. Public Utilities and Structures

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.
2. The Contractor shall protect all public utility installations and structures from damage during the work, except those specifically designated to be removed or relocated. Access across any buried public utility installation, or structure, shall be made only in such locations and by means approved by the Engineer. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Owner's Representative. No separate payment shall be made for such protection or repairs to public utility installations or structures.
3. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Plans to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made, therefore.
4. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required.
5. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the locations of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with

GENERAL REQUIREMENTS

the "Underground Utility Notification Center for Excavators (Sunshine State One Call of Florida)."

6. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Engineer.

D. Contractor's Use of Premises

1. Unless otherwise indicated on the Drawings or directed, all project construction work will be accomplished on Owner owned property, rights-of-way, or easements, and the Contractor shall confine his activity to those designated areas. The Contractor shall not enter upon private property for any reason without securing prior permission from the property owner. Such permission, including any stipulations, shall be in writing and a copy shall be delivered to the Owner's Representative prior to the Contractor's entry or occupation of the subject property. This requirement will be rigidly enforced.
2. When access through construction areas must be disrupted, the Contractor shall provide alternate acceptable access, as specified herein. The residents shall be allowed uninterrupted access to their homes throughout the construction phase.
3. The Contractor shall perform his work in such manner that he will not damage adjacent public or private property. Any damage to existing physical structures or utility services shall be repaired or restored promptly at no expense to the Owner within three (3) days.
4. The Contractor shall avoid damage to and preserve all existing vegetation (grass, shrubs, trees, etc.) on or near the work area which do not, within reason, interfere with construction. The Contractor will be responsible for and required to replace or restore all such vegetation damaged or destroyed at no cost to the Owner. The Contractor will also be responsible for any unauthorized cutting or damage to trees, shrubs, etc. and also includes damage caused by careless operation of equipment, storage of materials and rutting or tracking of grass by equipment.
5. During the progress of the work the Contractor shall keep the work site free from an accumulation of rubbish, waste materials or any type of debris resulting from the construction. Upon completion of the work all equipment, excess materials, etc., shall be removed from the project site as soon as is practicable, and the Contractor shall restore the entire project work site to its original condition, with the exception of any area(s) designated for alteration by the Contract Documents.

1.03 DRAWINGS AND SPECIFICATIONS

A. Drawings

1. When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small scale drawings.

GENERAL REQUIREMENTS

B. Copies Furnished to Contractor

1. The Contractor shall furnish each of the subcontractors, manufacturers, and suppliers such copies of the Contract Documents as may be required for their work. Additional copies of the Drawings and Specifications, when requested, may be furnished to the Contractor at cost of reproduction.

C. Supplementary Drawings

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, Drawings known as Supplementary Drawings, with Specifications pertaining thereto, will be prepared by the Engineer and five paper prints thereof will be given to the Contractor and the Owner.

D. Contractor to Check Drawings and Data

1. The Contractor shall verify all dimensions, quantities and details shown on the Drawings, Supplementary Drawings, Schedules, Specifications, or other data received from the Engineer and shall notify him of any errors, omissions, conflicts, and discrepancies found therein. The Contractor shall submit to the Engineer a Request for Information (RFI), consecutively numbered, detailing all errors, omissions, conflicts, and discrepancies. Engineer shall promptly provide a response to all RFIs submitted by the Contractor. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

E. Specifications

1. The Technical Specifications consist of three parts: General, Products, and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements for the work and shall always govern whenever there appears to be a conflict.
2. The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor and shall not be interpreted as a complete list of related Specification Sections.
3. Certain portions of the work may be described by reference to the "FDOT Standard Specifications" or "Standard Specifications." These terms refer to the Florida Department of Transportation (FDOT) "Standard Specifications" for Road and Bridge Construction," latest edition. Whenever the "Standard Specifications" use the word "Department" or reference any of its engineers, agencies or representatives, the word or reference shall be taken to mean "FDOT" In any case where a specific specification regarding materials or method of construction has been omitted in the technical specifications for the Work of this project, such

GENERAL REQUIREMENTS

work shall be performed by the Contractor in accordance with the applicable "Standard Specifications" as determined by the Engineer.

F. Intent

1. All work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
3. The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor and shall not be interpreted as a complete list of related Specification Sections.

G. Project Submittals

1. The Contractor shall submit an electronic "PDF" of the manufacturer's shop drawings, descriptive literature and appropriate certified test reports on all materials to be used on this project.
2. The Contractor shall submit all Shop Drawings and schedules sufficiently in advance of construction requirements to provide adequate time for review.

1.04 MATERIALS AND EQUIPMENT

A. Manufacturer

1. The names of proposed manufacturers, suppliers and dealers who are to furnish materials, fixtures, equipment, appliances, or other fittings shall be submitted to the Engineer for approval. Such approval must be obtained before shop drawings will be checked. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.
2. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the Engineer, that the manufacturer or subcontractor deal directly with

GENERAL REQUIREMENTS

the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

3. Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.
4. All materials and equipment shall be new, unless otherwise provided. The Contractor shall furnish satisfactory evidence as to the type and quality of materials or equipment to be furnished and installed on this project.
5. Materials of fabrication and construction to be furnished and permanently installed in the project shall be of the best quality. The workmanship of construction, fit and finish on the project shall be equal to the highest standards of the industry. As indicated above, all materials and equipment and/or components thereof shall be new and shall not have been in service at any other installation.

B. Delivery

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor. The Contractor shall replace, at his own expense, all such material(s) found to be damaged in shipment or handling or defective in manufacture. The cost of the replacement material and labor of installation for the replacement of previously installed material found to be defective prior to the final acceptance of the work shall also be the responsibility of the Contractor.
2. All materials and equipment to be incorporated into the project shall be loaded and unloaded by a method that will provide protection against damage. Every precaution shall be taken to prevent damage or injury to the equipment and material during transporting and handling. Proper and suitable power equipment shall be used in the loading or unloading process. Under no condition shall any items of equipment be dropped or rolled from a truck or dragged over the ground after being unloaded. When a crane or similar type equipment is being used in loading or unloading a suitable lifting sling and hook shall be used.

C. Storage

1. It will be the responsibility of the Contractor to store delivered materials or equipment in a secure area. The Owner will not be responsible for any damages resulting from vandalism or other reasons. Replacement of materials or equipment lost, stolen, damaged or destroyed due to careless or improper storage will be the Contractor's responsibility. All stored materials shall be easily and readily accessible for inspection by the Owner's Representative.

D. Tools and Accessories

GENERAL REQUIREMENTS

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

E. Installation of Equipment

1. The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.
2. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Drawings, unless directed otherwise by the Engineer during installation. All equipment shall be correctly aligned, leveled, and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.
3. The Contractor shall furnish, install, and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the Engineer and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.
4. The Contractor shall, at his own expense, furnish all materials and labor for, and shall properly bed in non-shrink grout, each piece of equipment on its supporting base that rests on masonry foundations. Grout shall completely fill the space between the equipment base and the foundation. All metal surfaces coming in contact with concrete or grout shall receive a coat of coal tar epoxy equal to Kop- Coat 300M.

F. Service of Manufacturer's Engineer

1. The Contract prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is proper and in satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in

GENERAL REQUIREMENTS

the proper operation and maintenance of such equipment.

1.05 INSPECTION AND TESTING

A. General

1. Inspection and testing of materials will be performed by the Contractor's independent laboratory or the equipment manufacturer unless otherwise specified. The testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Three copies of the reports shall be submitted and authority's certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.
2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the Owner.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.
4. The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof

B. Costs

1. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor and such costs shall be deemed to be included in the Contract price.
2. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Inspection of Materials

1. The Contractor shall give notice in writing to the Engineer, sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Engineer will arrange to have a representative present

GENERAL REQUIREMENTS

at such times during the manufacture as maybe necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture, or he will notify the Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture

1. When inspection is waived or when the Engineer so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

E. Shop Tests of Operating Equipment

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. No such equipment shall be shipped to the work until the Engineer notifies the Contractor, in writing, that the results of such tests are acceptable.
2. Five copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

F. Preliminary Field Tests

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments and replacement required. The furnishing Contractor shall assist in the preliminary field tests as applicable.

G. Final Field Tests

1. Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract

GENERAL REQUIREMENTS

Documents.

- a. The Contractor shall furnish labor, fuel, energy, and all other materials, equipment, and instruments necessary for all acceptance tests, at no additional cost to the Owner. The Supplier shall assist in the final field tests as applicable.

H. Failure of Tests

1. Any defects in the materials and equipment or their failure to meet the tests, guarantee or requirements of the Contract Documents shall be promptly corrected by the Contractor by replacements or otherwise as directed by the Engineer. The decision of the Engineer as to whether or not the Contractor has fulfilled his obligations under the Contract shall be final and conclusive. If the Contractor fails to make these corrections or if the improved materials and equipment, when tested, shall again fail to meet the guarantees or specified requirements, the Owner, notwithstanding its partial payment for work, and materials and equipment, may reject the materials and equipment and may order the Contractor to remove them from the site at this own expense.

I. Final Inspection

1. During such final inspections, the work shall be clean and free from water. In no case will the final estimate be prepared until the Contractor has complied with all requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

1.06 PREPARATION AND CERTIFICATION OF AS-BUILT DRAWINGS

- A. Contractor shall prepare and maintain As-Built drawings. Submission of the As-Built drawings shall be made with each application for payment in accordance with the Agreement; and the final submittal of As-Built drawings, acceptable to the Engineer, shall be made before final payment.
- B. The Contractor shall maintain a complete and accurate log of construction control and survey as the work progresses, including underground construction.
- C. As construction progresses, update the plans to show measured locations of installed pipe, fittings, valves, taps, hydrants, manholes, services, and other appurtenances of the completed work - both buried and above ground. Installed inlets, junction structures, curb, and roadway that is constructed as part of the work shall also be field measured. Horizontal and vertical locations of such items, as well as cover over pipe, shall be shown on a marked-up drawing to serve as the basis for preparing final As- Built drawings of the work.
- D. See specification 01050 for As-Built survey requirements.

1.07 TEMPORARY STRUCTURES

GENERAL REQUIREMENTS

A. Temporary Fences

1. If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall, at his own expense, if so ordered by the Engineer, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The Engineer shall be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.
2. Contractor shall provide temporary fencing of the type and at the locations necessary to provide for security, protect public safety, or to meet the requirement of a permit for construction staging areas and areas of construction activity outside of the public right-of-way. All such temporary fencing shall be considered as an incidental cost of performing the work, and the cost of such fencing shall be allocated among the various bid items identified in the bid schedule.

1.08 TEMPORARY SERVICES

A. First Aid

1. The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when people are employed on the work.

B. Temporary Sanitary Facilities

1. The Contractor shall provide adequate sanitary facilities for the use of those employed on the work site. Such facilities shall be made available prior to or on the date the first employees arrive on the work site, shall be properly secluded from public view, and shall be maintained during the progress of the work in such numbers and locations as may be required.
2. The Contractor shall maintain the sanitary facilities in a satisfactory manner at all times, enforce their use, and shall prohibit the committing of any nuisance on the work site, in the road right-of-way, or any adjacent private property. The Health Department or Owner's Representative shall have the right to inspect the facilities at any time if they have reason to suspect they are not being properly maintained.

1.09 LINES AND GRADE

A. Grade

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade rest upon the Contractor.
2. The Contractor, prior to commencing of construction, shall have established benchmarks and base line controlling points. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. He shall remove any

GENERAL REQUIREMENTS

obstructions placed by him contrary to this provision.

B. Surveys

1. The Contractor shall furnish and maintain, at his own expense, stakes, and other such materials to establish all working or construction lines and grades, as required, and shall be solely responsible for the accuracy thereof. The cost of all labor, materials and incidentals required for the performance of any survey and utility location work shall be the responsibility of the Contractor and cost of this work is to be included within the Contractor's bid price (merged with bid line items).

C. Safeguarding Marks

1. The Contractor shall safeguard all points, stakes, grade marks, monuments and benchmarks made or established on the work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of re-establishing them if disturbed or destroyed.

1.10 ADJACENT STRUCTURES AND LANDSCAPING

A. Protection of Structures

1. The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Drawings or specified shall be included in the various Contract Items and no separate payments will be made therefor. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Drawings and when, in the opinion to avoid interference with the work, payment therefor will be made as provided for in the General Conditions.
2. Contractor is expressly advised that the protection of buildings structures, tunnels, tanks, pipelines, etc. and related work adjacent to and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.
3. Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc.,

GENERAL REQUIREMENTS

and record by noted, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.

4. Prior to the beginning of any excavations the Contractor shall advise the Engineer and Owner's Representative of all building or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs shall be adequately protected by the Contractor with boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor, or his employees shall be replaced by him with new stock of similar size and age, at his proper season and at the sole expense of the Contractor.
2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. It is the intent of the drawings and specifications that every effort is taken to preserve and protect existing trees that the drawings indicate to remain. However, trees adjacent to or along the path of construction having branches that will unreasonably interfere with construction, or with the operation of construction equipment, may be selectively and minimally trimmed upon prior approval by the Owner's Representative. Trimming shall be performed in accordance with the National Arborist Association (NAA) Pruning Standards and in accordance with instructions provided by the Owner's Arborist. The costs of pruning, removal of prunings from the site, and disposal shall be included in the various Contract Items as incidental work pertaining thereto and no separate payment will be made for tree trimming.
4. At the discretion and direction of the Owner's Representative, any tree root systems to be disturbed by open cut methods of construction shall be root pruned prior the construction activity.
5. The Owner may order the Contractor, for the convenience of the Owner, to remove trees along the line or trench excavation. If so ordered the Owner will obtain any permits required for removal of trees. Such tree removal shall be paid for under the appropriate Contract Items.

C. Grass Areas

1. Grass areas shall be left in as good or better condition as before the

GENERAL REQUIREMENTS

starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod.

2. Areas which have construction equipment tire tracks, or depressions created by construction equipment or material, shall be considered as disturbed by construction and restored appropriately to the satisfaction of the Owner's Representative.

D. Restoration of Fences

1. Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Owner's Representative. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific Item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefore.

E. Landscaped Areas

1. Landscaped areas outside of right-of-way, easements, or Owner property shall be protected from damage. Any bush, shrub, ornamental, or other landscaping plant or feature that is damaged or removed during the course of the work shall be restored or replaced, at no cost to the Owner, and to the satisfaction of the Owner's Representative.
2. Landscaping within right-of-way, easements, or Owner property shall be protected as described by the drawings or as directed by the Owner's Representative. In general, landscaping within these areas may be removed as reasonably necessary to perform the work. The limits of landscape removal shall be agreed upon by the Owner's Representative and Contractor prior to beginning work in the affected area, and all landscaping that is to remain shall be protected from damage. Unless otherwise shown on the drawings, landscaping removed within right-of-way, easements, or Owner property does not need to be replaced, but instead the area shall be restored by sodding. When directed by the Owner's Representative, these landscape areas may be restored by fine grading the area in preparation of replanting by others.

1.11 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights

1. The Contractor shall provide and maintain proper and adequate barricades, construction signs, torches, flashers, construction tapes, flagmen, guards or other traffic control devices as may be necessary to provide the required safety and protection to the public at and around the perimeter of the construction areas.

GENERAL REQUIREMENTS

2. The Contractor shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and watchmen at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public. The Contractor shall comply with all City, County or State regulations.

B. Smoke Prevention

1. The Contractor shall use hard coal, coke, oil or gas as fuel for equipment generating steam. A strict compliance with ordinances regulating the production of emission of smoke will be required. No open fires will be permitted.

C. Noise

1. The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. The Contractor shall strictly observe all local regulations and ordinances covering noise control. Furthermore, the Contractor shall meet the noise abatement performance standards as compiled in the St. Johns County Ordinance.
2. If mufflers and silencers cannot achieve the necessary noise reduction, other noise abatement procedures shall be instituted by the Contractor, such as installation of three-quarter inch (3/4") plywood baffles positioned to break offline-of-sight from the noise source to affected residences and/or commercial structures.
3. Except in the event of an emergency, no work shall be done outside of normal working hours. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the Owner shall be obtained before starting such items of the work.

D. Access to Public Services

1. Neither the materials excavated, nor the materials or equipment used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

E. Dust Prevention

1. The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

F. Safety

1. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

GENERAL REQUIREMENTS

- a. All employees on the Work and other persons who may be affected by it.
 - b. All the Work and all materials or equipment to be incorporated, whether in storage on or off the Site. The Contractor shall assume all risk of loss for stored equipment or materials, irrespective of whether the Contractor has transferred the title of the stored equipment or materials to the Owner.
 - c. Other property at the Site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. It is the Contractor's responsibility to comply with the Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
 3. The Occupational Safety and Health Administration excavation safety standards, 29, CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
- G. Water Control
1. The Contractor shall provide for the disposal of surplus water (wellpoint, mud pumps, etc.) and shall submit his plan to the Engineer for review, two (2) weeks prior to initiation and implementation, as any such plan may require approval from the proper authorities for the use of public or private lands or facilities for such disposal.
- H. Pollution Control
1. The Contractor shall provide for adequate protection against polluting any private or public lands, streams, ponds, lakes, sanitary or storm drainage systems, etc., by the disposal of surplus materials in the form of solids or liquids or any other deleterious materials (fuels, oils, bitumens, etc.)

1.12 CUTTING AND PATCHING

- A. The Contractor shall do all cutting, fitting, or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Drawings and Specifications. The work must be done by competent workmen skilled in the

GENERAL REQUIREMENTS

trade required by the restoration.

1.13 CLEANING

- A. During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Owner's Representative, such material, debris, or rubbish constitutes a nuisance or is objectionable.
 - 1. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops.
- B. Final Cleaning
 - 1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.
 - 2. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.
- C. In the event that the timely clean up and restoration of the job site is not accomplished to the satisfaction of the Owner, the Owner shall make arrangements to affect the necessary clean up by others. The Contractor shall be charged for these costs through deductions in payment due the Contractor. If such action becomes necessary, the Owner shall not be responsible for the inadvertent removal from the work site of materials which the Contractor would not normally have disposed of had he affected the required clean up.
- D. Upon completion of the project, and prior to a final inspection, the Contractor shall examine the project construction area to be certain all excess soil, debris and other unsightly materials have been removed and disposed of in a satisfactory manner. All areas of construction disturbed by the project work shall be restored as specified, and any areas outside the limits of construction and not designated for alteration shall be restored, as near as practicable, to their original or better condition.

1.14 MISCELLANEOUS

- A. Protection against Siltation and Bank Erosion
 - 1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses, drainage ditches, wetlands, and other areas of concern.
 - 2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Owner's

GENERAL REQUIREMENTS

Representative which results from his construction operations.

3. The Contractor shall be solely responsible for any fines resulting from the encroachment of any environmentally protected areas.

B. Protection of Wetland Areas

1. The Contractor shall properly dispose of all surplus material, including soil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Protection, Southwest Florida Water Management District, U.S. Army Corps of Engineers, etc.

C. Existing Facilities

1. The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in the Specific Provisions.

D. Use of Chemicals

1. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with manufacturers' instructions.

E. Tree Removal

1. The Contractor shall be required to notify the Owner forty-eight (48) hours in advance of any removal of trees on the project. No clearing shall occur and no earth moving equipment shall be placed on-site until after the notice has been issued. The Contractor shall provide maintenance of the tree barricades and other preventive measures to protect the trees that are to remain.

F. Sanitary & Storm Sewer Systems

1. The Contractor shall be entirely responsible for the satisfactory replacement of storm sewer and installation of sanitary sewer systems in substantial conformance to the approved Drawings. It is strongly recommended that no roadway base or paving be constructed until the Contractor has performed lamping of these lines to his and the Engineer's satisfaction, and all storm sewer and sanitary sewer invert grades are verified in the field by the Owner. The lamping of lines and verification of elevations in no way absolves the Contractor from any of his contractual obligations.

G. Related Permits

1. The Contractor recognizes that the Owner has applied for, and may have

GENERAL REQUIREMENTS

received, certain permits pertaining to the work. At the sole discretion of the Owner, the Owner may assign said permits to the Contractor and the Contractor shall accept said assignments upon such request from the Owner.

- H. All work in the vicinity of open waters, wetlands or any jurisdictional area is to be performed in strict accordance with the environmental permits and their conditions. Erosion barriers, when shown on the construction Drawings, are the minimum required. If the Contractor's construction methods require that additional erosion control is necessary to satisfy these permits, such controls shall be supplied, installed, and maintained throughout the construction process by the Contractor at no additional cost to the Owner or Engineer.
 - 1. It is the sole responsibility of the Contractor to submit, in a timely manner, any information, data, etc. which is required as a condition of a permit. Required information, data, etc. shall be submitted directly to the permitting agency by the Contractor with copies to the Permittee and the Engineer. The Contractor will be held responsible for any fine(s) or other action resulting from a violation of permit conditions.

1.15 RESTORATION OF PROPERTY

A. Responsibility

- 1. All damage as a result of construction work done to existing structures, wetland areas, roadway pavement, driveways, other paved areas, fences, utilities, irrigation systems, traffic control devices and any other existing facility not specifically named herein, shall be repaired, restored or replaced by the Contractor, unless otherwise specified, at no additional cost to the Owner.

B. Temporary Repairs

- 1. All damage named in Paragraph A above shall be at least temporarily repaired, restored, or replaced immediately following construction efforts at that location. Temporary restoration shall mean putting the affected area back into a safe, usable condition. In no case shall trenches remain open overnight within a street right-of-way unless specific approval is granted by the Owner.

C. Permanent Repairs

- 1. All damage named in Paragraph A above shall be permanently repaired, restored, or replaced not later than the 30th calendar day following the completion of construction at that location unless otherwise stipulated. Damage that represents a potential safety issue or loss of service shall be repaired immediately. Permanent repairs will be accomplished in a professional workmanship-like manner in accordance with Specifications contained herein, or contract documents, if addressed.

D. Owner Retribution

GENERAL REQUIREMENTS

1. In the event that the Contractor fails to make the permanent repairs within the time specified in Paragraph C above, the Owner, at its option, will, with its own resources or by contract with others, cause the repair, restoration, or replacement of the affected area to be accomplished. The costs of such work will then be deducted either from the next pay request or from any other monies owed the Contractor by the Owner.
- E. In all areas disturbed by the work, the Contractor shall grade and restore the site to a condition as good or better than existed before construction. Sodded areas shall be sodded with sod matching the existing adjacent sod. Likewise unseeded and unsodded areas need only to be graded and leveled with existing soil except as directed by the Owner's Representative. All removed trees shall be replaced with trees matching the existing trees. Any drives, walks, pavements, structures, survey monuments, property corner markers, shrubs, or any other public or private property damaged or destroyed by the work shall be restored or replaced at the Contractor's expense.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01014

SUMMARY OF WORK

PART 1 - GENERAL

1.01 LOCATION OF WORK

- A. The work associated with this Contract is located near the TPC 5 Lift Station along Tournament Players Club Blvd. between Championship Way and Players Club Villas Road in Ponte Vedra Beach, Florida.

1.02 WORK TO BE DONE

- A. The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, clean-up, replacements, and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The Contractor shall comply with all Municipal, County, State, Federal, and other codes which are applicable to the proposed construction work.
- E. Contractor shall supply the necessary items which includes proper construction warning signs, Variable Message Boards (VMBs), signals, lighting devices, markings, barricades, channelization, and hand signaling devices, and distribute door hangers to all residents in the project area. The Contractor shall be responsible for installation and maintenance of all devices and requirements for the duration of the construction period.

1.03 GENERAL DESCRIPTION OF WORK TO BE PERFORMED

- A. Furnishing of all labor, machinery, equipment, and appliances required to perform horizontal directional drilling (HDD) for the 10-inch HDPE DR-11 sewer main and performing the installation of 8-inch SDR-26 PVC and 10-inch C900 PVC sewer main via open-cut methods as shown on the Contract Drawings and as specified.
- B. Construction Sequence requirements are included in Section 01014.

SUMMARY OF WORK

- C. The work includes, but is not limited to, the following:
1. Installation of maintenance of traffic and pedestrian controls.
 2. Installation of approximately 600 LF of 10-inch HDPE DR-11 sewer main by HDD. The interior and exterior surfaces of the fused pipe shall be de-beaded.
 3. Removal of approximately 350 LF of excess portions of the HDPE pipe that is not connected to the new manholes.
 4. Grout filling of the bore holes where the excess pipe was removed.
 5. Installation of two (2) precast polymer concrete manholes.
 6. Installation of 8-inch SDR-26 PVC and 10-inch C900 PVC gravity sewer mains as shown on the drawings.
 7. Installation of bypass pumping and pipe for the sanitary sewer system.
 8. Coring into the existing lift station wetwell.
 9. Leak testing of the gravity sewer mains and manholes.
 10. Placing the new gravity sewer system into service.
 11. Restoration of sod, sidewalks, and any asphalt that was damaged during construction.
 12. The Contractor shall take all measures necessary to protect surrounding public and private property, including adjacent buildings, roads, drives, sidewalks, and other facilities and appurtenances, from damage due to HDD work. Responsibility and payment for correction of such damage shall be the sole responsibility of the Contractor.
 13. The Contractor shall monitor and record vibration levels.
 14. The HDD operation shall be conducted in a manner that will at all times eliminate, the possible discharge of water, drilling mud, and cuttings to any nearby water bodies, ditches, or stormwater conveyance systems, or to the land areas involved during the construction process. If inadvertent spills to any water bodies occur, the Contractor shall immediately provide environmental controls and clean up to the satisfaction of, and at no additional expense to, the Owner.
 15. Best Management Practices (BMP's) for erosion control within the Contractor's work area shall be implemented and maintained at all times during drilling, back-reaming, and pull-back operations to prevent siltation and turbid discharges in excess of State water quality standards

SUMMARY OF WORK

pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to, the immediate placement of turbidity containment devices, such as floating turbidity screens, silt containment fence, hay bales, and earthen berms, etc., to contain the drilling fluids.

16. The Contractor shall be responsible for preparing and submitting to the Engineer, and all permitting agencies as described in the permits attached to these specifications, the sheeting, shoring, bracing plan, and dewatering plan for all excavations required in the project. The Contractor shall be responsible for obtaining all necessary permits including but not limited to a Generic Permit under F.A.C. 62-621.300 for dewatering activities.
 17. Removal and disposal of debris, unsuitable material, and solids off site.
 18. Final site cleaning.
 19. Final as-builts.
 20. Equipment and services for acceptance testing.
 21. All testing required during construction and startup.
- D. Furnish all materials, equipment, supplies, and appurtenances; provide all construction equipment and tools; and perform all necessary labor and supervision.
- E. Although such work is not specifically indicated, furnish, and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation.
- F. Coordinate the progress of the Work, including coordination between traders, subcontractors, suppliers, public utilities, and Owner to ensure the progress of Work.
- G. The Contractor is responsible for obtaining necessary permits including a SJRMWD dewatering permit and a St. Johns County building permit, if necessary. The Contractor shall arrange for all required inspections and shall close out the permits at the end of the Contract.
- H. Substantial Completion: To satisfy the definition of Substantial Completion, all on-site Work required by the Contract has been completed sufficiently to allow the Contractor to startup. A startup plan will be required for review and approval at least 4 weeks prior to placing the system into service.

1.04 CONTRACTOR USE OF PREMISES

- A. Contractor shall assume full responsibility for the protection and safekeeping of

SUMMARY OF WORK

material and equipment furnished under this Contract, stored on or off-site.

- B. If directed by the Owner or Engineer, the Contractor shall move any stored materials and equipment that interfere with operations of Owner or other Contractors at no additional cost to the Owner.
- C. The Contractor shall obtain use of additional storage or work areas if needed to perform the Work at no additional cost to the Owner.
- D. Contractor shall confine all materials storage, equipment storage, and employee and subcontractor parking to the areas agreed to with the Owner.

1.05 PROJECT REQUIREMENTS

- A. There are various utility lines in the vicinity of the work. The Contractor shall make every effort necessary to locate and to identify all utilities and to avoid any damage or disruption to existing operations. Furthermore, the Contractor shall provide any and all corrective measures or temporary equipment and facilities necessary to repair any damage or disruption to operations at no additional cost to the Owner.
- B. All materials and work shall comply with the following standards:
 - 1. St. Johns County Utility Department Water, Wastewater, and Reclaimed Water Standards Manual
 - 2. St. Johns County Utility Department Approved Materials
 - 3. St. Johns County Standards and Detail Manual
 - 4. In the event of conflict, the more stringent requirements shall apply.

1.06 GEOTECHNICAL INVESTIGATION

- A. The Contractors may perform geotechnical investigations/borings at the site that they deem necessary for performing the HDD.

END OF SECTION

SECTION 01014

CONSTRUCTION SEQUENCE

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. The Contractor shall be responsible for keeping all existing stormwater ponds and structures in-service during the construction of the utilities. Temporary bypasses and or bypass pumping shall be provided in cases where existing stormwater inlets and culverts are to be removed as part of construction.
- B. No existing water main shall be taken out of service until the new replacement utility/facility or structure is fully constructed, tested, and accepted by the Owner.
- C. The suggested phasing plan specified herein shall be representative only. It is up to the Contractor to devise their own phasing plan, which will meet the requirements as specified herein. The Contractor shall submit to the Engineer a construction phasing plan for approval, prior to beginning any construction onsite. The Contractor shall also submit to the Engineer a construction schedule showing the proposed construction phasing.
- D. The Contractor shall conduct his operations in such a manner that will maintain access to private property/driveways and businesses at all times and will result in minimum inconvenience to the public accessing the neighborhood roads and/or business establishments and shall provide temporary access during construction.
- E. The Contractor's attention is directed to the fact that during the school year (August through June), school buses will need access to certain locations for school bus stops. The Contractor shall maintain access to roadways at all times for school buses.
- F. The Contractor shall be responsible for constructing any temporary utilities/facilities and temporary pumping in order to keep the stormwater system in-service during construction. All materials, piping, equipment, power, labor, and etc. associated with temporary utilities/facilities or temporary pumping shall be the responsibility of the Contractor.
- G. Any existing utilities to remain shall be protected. Any temporary facilities, materials, equipment and labor required to ensure that no damage occurs shall be provided by the Contractor as part of the Work and at no additional cost to the Owner.

1.02 SITE CONDITIONS

CONSTRUCTION SEQUENCE

- A. Several areas of construction under this Contract shall be coordinated with Owner to allow construction to be completed within the time allowed by Contract Documents. Coordinate the activities with the other contractors, if any, to allow orderly and timely completion of all the work.
- B. When the work requires an existing facility to be taken out of operation, temporarily or permanently, notify the Engineer and Owner 2 weeks in advance.
- C. The owner reserves the right to postpone shutdowns due to operational and/or weather-related concerns.
- D. During Start-Up Testing, make available the manpower, equipment and manufacturer's representatives required to make any necessary adjustments and training.

1.03 UTILITY NOTIFICATION AND COORDINATION

- A. Coordinate the Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work, if damage occurs, or if conflicts or emergencies arise during Work.

1.04 FACILITY OPERATIONS

- A. The Owner may require the Contractor to perform work outside the normal work schedule for such tasks as tie-in work to existing facilities and work that may impact the continued (non-interruptible service to the Owner's existing utility customers). The Contractor shall plan and anticipate the cost impact of these work schedule limitations.
- B. The Contractor shall notify the Owner at least 48 hours prior to actual tie-in work. The Owner and/or representative of the Owner must be present during tie-in work.
- C. Perform Work continuously during critical connections and changeovers, and as required to prevent interruption of Owner's operations.
- D. When necessary, plan, design, and provide various temporary services, utilities, connections, pumping systems, temporary piping and heating, access, and similar items to maintain continuous operations of Owner's facility.
- E. Do not close lines, open or close valves, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after authorization by Owner and Engineer. Such authorization will be considered within 48 hours after receipt of Contractor's written request.
- F. Do not close roadway lanes, or take other action that would affect traffic through or around site. The Contractor shall perform the work associated with the HDD,

CONSTRUCTION SEQUENCE

manhole installation, sewer mains, and etc. without shutting down any lanes of traffic, no exceptions.

- G. Sequences other than those specified will be considered upon written request to Owner and Engineer, provided they afford equivalent continuity of operations.
- H. Do not proceed with Work affecting a facility's operation without obtaining Owner's and Engineer's advance approval of the need for and duration of such Work during construction.

1.05 CONSTRUCTION SEQUENCE

- A. The following is a construction sequence to consider in developing the overall plan of construction. This construction sequence is not intended to release the Contractor from the responsibility to coordinate the Work in any manner which will ensure project completion within the time allowed. **The Contractor shall submit a written plan for Engineer and Owner approval at least 1 week prior to performing the Work. The Owner reserves the right to delay the Work if the written plan is not submitted and approved within the required timeframe or in the event that revisions to the plan are required.**
- B. Install 10-inch HDPE sewer main via Horizontal Directional Drilling (HDD):
 1. Install maintenance of traffic and pedestrian controls.
 2. Install temporary erosion control devices and BMP's.
 3. Install temporary bypass pumping and piping on the existing sanitary sewer system.
 4. Perform the installation of the 10-inch sewer main via HDD along Tournament Players Club Blvd.
 5. Installation of two (2) precast polymer concrete manholes.
 6. Grout filling of the bore holes where the excess pipe was removed.
 7. Installation of 8-inch SDR-26 PVC and 10-inch C-900 PVC gravity sewer mains as shown on the drawings.
 8. Installation of bypass pumping and pipe for the sanitary sewer system.
 9. Coring into the existing lift station wetwell.
 10. Leak testing of the gravity sewer mains and manholes.
 11. Placing the new gravity sewer system into service.
 12. Remove all construction equipment, debris, and etc.

CONSTRUCTION SEQUENCE

13. Restoration of sod, sidewalks, and any asphalt that was damaged during construction to return the project area to pre-construction conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 02071

HORIZONTAL DIRECTIONAL DRILLING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This section covers water main installed by horizontal directional drilling (HDD). This method is applicable to sewer mains to be directional drilled as shown on the plans. The pipe shall be installed in a manner that causes minimal disruption to the surface topography.
- B. The installation of the sewer main via directional drill shall generally consist of the following:
 - 1. Performing the pilot bore to establish the vertical and horizontal alignment of the sewer main per the drawings.
 - 2. Performing the reaming of the pilot bore hole. Multiple reams may be required.
 - 3. Performing the pullback of the pipe. The pipe shall be ballasted with water prior to pullback.
 - 4. Performing pressure testing of the installed pipe.
 - 5. Cutting and removing the section of entry/exit pipes that are not connected to the manholes.
 - 6. Grout fill the bore hole where the pipe has been removed.
- C. The overall work scope shall include, but not be limited to steerable directional boring equipment, boring pits and equipment, sheeting, location signs as required, maintenance of traffic and miscellaneous appurtenances to complete the entire Work as shown on the Contract Drawings, and restoration. Directional boring operations shall be performed within the right-of-way and/or easements shown on the Drawings.
- D. Potential locations for entry and exit points are shown on the drawings. The Contractor shall submit proposed locations as part of his drilling plan for approval by the Engineer. The Contractor shall employ licensed, professional land surveyors to locate the entry and exit points, and to establish horizontal and vertical datum for the bore and the pipe layout and fabrication areas.
- E. Take all measures necessary to protect surrounding public and private property, adjacent buildings, roads, drives, sidewalks, and appurtenances from damage due to directional boring work. Responsibility and payment for correction of such damage shall be the sole responsibility of the Contractor.

HORIZONTAL DIRECTIONAL DRILLING

- F. The Directional Boring operation is to be operated in a manner to eliminate the discharge of water, drilling mud, and cuttings to nearby water bodies or to the land areas involved during the construction process. If inadvertent spills to nearby water bodies occur, the Contractor shall immediately provide environmental controls and clean up to the satisfaction of, and at no additional expense to the Owner.
- G. Best Management Practices (BMP's) for erosion control within the Contractor's work area shall be implemented and maintained at all times during drilling and back-reaming operations to prevent siltation and turbid discharges in excess of State Water quality Standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the immediate placement of turbidity containment devices such as turbidity screen, silt containment fence, hay bales, and earthen berms, etc., to contain the drilling mud.
- H. The Contractor shall be responsible for preparing and submitting to the Engineer and all permitting agencies (described in the permits attached to these specifications) sheeting, shoring, and bracing plan and dewatering plan for all excavations required in the project. The Contractor shall be responsible for obtaining all necessary permits including but not limited to a Generic Permit under F.A.C. 62-621.300 for dewatering activities.

1.02 REFERENCE DOCUMENTS

- A. Florida Department of Transportation (FDOT) Utility Accommodation Guide
- B. American Society for Testing and Materials (ASTM).
- C. American Water Works Associations (AWWA).
- D. American Petroleum Institute (API).
- E. Plastic Pipe Institute (PPI).

1.03 SUBMITTALS

- A. Specifications of materials to be used shall be submitted to the Engineer and shall include the pipe, accessories, drilling mud and additives, and any other materials that are to be permanently installed as part of the project.
- B. Product Data: Provide manufacturer's product data or specifications to demonstrate conformance with the project requirements or applicability for the intended use.
- C. Manufacturer's Installation Instructions: Indicate recommended procedures required to install the specified products.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified

HORIZONTAL DIRECTIONAL DRILLING

requirements.

E. HDD Submittals:

1. Work Plan
2. Training and experience of directional boring machine operator
3. Directional drilling equipment specifications including calibration records
4. The Contractor will submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the Project. Equipment shall include but not be limited to the following:
 - a. Drilling rig
 - b. Mud system
 - c. Mud motors (if applicable)
 - d. Down-hole tools
 - e. Guidance system and
 - f. Rig safety system
5. Calibration records for guidance equipment shall be included. Specifications for any drilling fluid additives that the Contractor intends to use or might use shall be submitted.
6. HDD Installer's Experience as specified herein.

1.04 HDD INSTALLER'S EXPERIENCE

- A. The Contractor shall have a minimum of five (5) years' experience and be licensed to provide trenchless services with the specified technology. The Contractor's crew leader shall have completed a minimum of 5 similar installations in scope and size. The similar installations shall consist of critical line, grade and tight fitting bore holes for use in a gravity sewer application in an urbanized area with geological conditions similar to those at the project site. River crossing installations and cable or phone duct installations are not considered similar installations due to the significantly different techniques involved.
- B. The Contractor shall submit the names of the directional boring machine operator and directional boring machine navigational equipment operator. Both of these individuals shall have a minimum of three years each of directional boring experience and a minimum of one year each in critical line and grade installations.

1.05 WORK PLAN

- A. The Contractor shall submit a HDD Work Plan which shall include the following:
 1. A description of all equipment to be used

HORIZONTAL DIRECTIONAL DRILLING

2. Down-hole tools
3. A list of personnel and their qualifications and experience
4. List of Subcontractors
5. A schedule of work activity
6. A safety plan
7. A traffic control plan
8. An environmental protection plan and
9. Contingency plans for possible problems
10. The Contractor shall submit, in writing, the planned procedure for performing the bore(s) within the allowable tolerances as specified herein and at the depth and grade shown on the plans. The Contractor shall, to the satisfaction of the Owner, provide a means for accurately verifying the location of the pilot bore head and stem at certain points throughout the pipe installation area and provide a method that assures that the bore stem will remain in the correct alignment while back reaming.
11. The procedure shall, at a minimum, include the verification method for pilot bore location as follows:
 - a. Verification method for pilot bore location. The Contractor shall provide a means for accurately verifying the location of the pilot bore at certain points throughout the bore.
 - b. Verification must be by visible detection or physical measurement along with the use of existing electronic detection. If electronic detection alone is to be used, the manufacturer of the electronic detection equipment must supply a guarantee that the equipment is accurate within 0.1-feet at all points throughout the bore.
 - c. The procedure must include details of the pilot bore stem placement and stability. To the satisfaction of the Engineer, the Contractor must provide a method that provides a high probability that pilot bore stem will remain in the correct alignment prior to back reaming and installing new water main pipe. The Contractor must ensure that gravity sewer pipes do not deflect more than 50% of the pipe manufacturer's recommended maximum allowable deflection. Such methods may consist of slow or no rotation of the pilot stem that is in contact with the in-situ soil in a way that does not inhibit the pilot bore process.
 - d. Grade verification must be verified by actual physical measurement.

HORIZONTAL DIRECTIONAL DRILLING

1.06 FRAC-OUT/BENTONITE MANAGEMENT PLAN

- A. The Contractor shall submit to the Engineer prior to construction a Frac-out/Bentonite Management and Emergency Spill Plan for the installation of pipelines using HDD. The Contractor shall submit a letter of intent signed by an authorized representative of Contractor, confirming that the plan shall be followed. The Plan shall address all potential pathways for release of drilling fluid, and shall address containment, cleanup, and mitigation measures as well as reporting procedures and points of contact for regulatory and permitting agencies. The Plan shall address releases to the ground surface and to waterways. Stand-by equipment shall be provided by the Contractor to recover fluids from the waterway. Floating turbidity barriers shall be part of the stand-by equipment to minimize dispersion into surface waters or storm drains. The Plan shall include the following as a minimum.
1. The Contractor shall conduct visual inspections during drilling operations (pilot bore, reaming, and pullback) for any signs of frac-out. The monitoring shall cover the area of 10 feet on either side from the centerline of the HDD route for the entire length of the route.
 2. Rapid response procedures - Directional drilling shall be performed by a Contractor who has the expertise required to perform the related work. The Contractor shall designate qualified personnel and equipment on the site during directional drilling operations responsible for watching surface conditions for visual signs of frac-out and for monitoring drilling fluid pressure; and other indicators of potential frac-out. The Contractor shall provide immediate response and initiate containment procedures in the event of an occurrence of a bentonite spill. In the event of a bentonite spill or frac-out all drilling activities shall be stopped immediately. Drill stem shall be removed from the bore and the hole abandoned. The Owner and Engineer shall be notified immediately (within 2 hours) of the frac-out by telephone.
 3. Containment procedures - Sediment control systems such as, silt fence or earth berms on uplands, and floating silt barriers or other aquatic barriers in water, and other means necessary to prevent the spread of the bentonite spill shall be installed. If return drilling mud/fluid is less than the projected amount to be recovered, search for the missing material shall begin immediately. Once the frac-out is located, then the drilling mud containment plan shall be immediately implemented. Any escaped drilling lubricant shall be pumped into filter bags or directly into a vacuum truck.

HORIZONTAL DIRECTIONAL DRILLING

4. Timely cleanup capability - Remediation of the lost drilling mud/fluid shall begin immediately. Clean-up with a vacuum system shall commence within two (2) hours of a confirmed frac-out and/or breach of containment. Cleanup shall include removal of the material from the site and disposal of the material to an approved upland disposal location. All adjacent wetlands affected by the spill shall be restored to pre-drilling condition of grade and vegetation.
5. Reports - Should a release occur, a detailed written report shall be submitted to the Owner and Engineer within ten (10) business days, after containment/recovery of the drilling material/resources, indicating the location of the frac-out, amount of drilling material discharged and the amount of drilling mud recovered, the process in which the drilling mud was recovered, and the area that was affected by the drilling discharge.
6. To provide an additional level of resource protection, the following measures shall be included in the plan to monitor any potential release of drilling fluid:
 - a. At all times, adequate protection shall be taken to avoid impacts to Aquatic Preserve/Outstanding Florida Waters and /or contiguous wetlands. This shall include, but is not limited to implementation of BMPs and/or ultimately stopping construction/drilling activities.
 - b. Photographs and/or video of the drilling site shall be taken of pre and post-recovery conditions including lat/long coordinates of release locations.
 - c. A vactor truck (or equal) shall be available at all times. Clean-up shall immediately commence upon detection of a frac-out. Any escaped drill fluids shall be pumped into filter bags or directly into a vactor truck. Once the spill is contained, the Contractor shall be responsible for disposing of the drilling fluid in an approved upland disposal site.
 - d. A spill kit (i.e., absorbent pads/boom, goggles, gloves, etc) shall be available at all times
 - e. Additionally, connections between the pump and drill pipe shall be leak free. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. The Contractor shall install and maintain a containment area

HORIZONTAL DIRECTIONAL DRILLING

around drill rigs, drilling fluid mixing systems, entry and exit pits and drilling fluid recycling systems, etc. to prevent spills into the surrounding environment. Pumps of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage and facilities.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The directional drilling equipment shall consist of the following:
1. A directional drilling rig of sufficient capacity to perform the bore and pullback operations
 2. A drilling fluid mixing, delivery, and recovery system of sufficient capacity to complete the drilling
 3. A drilling fluid recycling system to remove solids from the drilling fluid so that the fluid can be reused
 4. A magnetic guidance system to accurately guide boring operations
 5. A strike alert safety warning system
 6. A vacuum truck of sufficient capacity to handle the drilling fluid volume
 7. Trained and competent personnel to operate the system

2.02 HORIZONTAL DIRECTIONAL DRILLING

- A. The Owner has had soil borings along the proposed alignment of the water main. The location of these soil borings is shown on the plans (if applicable). A brief report of the result of these borings is referenced in the specifications is solely for the purposes of assisting the Contractor in preparing its bid. By making this report available to the Contractor, the Owner makes no representations that the report is a true and accurate representation of the existing site conditions. The Contractor shall be responsible to review and evaluate the contract documents and site conditions before submitting a bid to do the work.
- B. The Contractor shall submit the manufacturer's specifications for the proposed directional boring equipment to the Owner for approval. This submittal shall detail thrust and pullback capability. Additionally, the Contractor shall submit the manufacturer's specifications for the navigational equipment that details the precision of the beacon and resulting line and grade elevation accuracy.
- C. The HDD shall be performed in a manner that will minimize or eliminate the potential for frac-out and the upheaving of driveways, sidewalks, and roads. If deemed necessary by the Contractor, pressure relief holes shall be utilized to

HORIZONTAL DIRECTIONAL DRILLING

control the pressure within the bore hole. The exact procedure for controlling the bore hole pressure and completing the bore shall be the responsibility of the Contractor.

- D. The directional drilling equipment shall consist of the following:
 - 1. A directional drilling rig of sufficient capacity to perform the bore and pullback operations.
 - 2. A drilling fluid mixing, delivery, and recovery system of sufficient capacity to complete the drilling.
 - 3. A drilling fluid recycling system to remove solids from the drilling fluid so that the fluid can be reused.
 - 4. A magnetic guidance system to accurately guide boring operations.
 - 5. A strike alert safety warning system.
 - 6. A vacuum truck of sufficient capacity to handle the drilling fluid volume.
 - 7. Trained and competent personnel to operate the system
- E. All equipment shall be in good, safe operating condition with sufficient supplies, materials, and spare parts on hand to maintain the system in proper working order.

2.03 DRILLING SYSTEM

- A. The directional drilling machine shall consist of a hydraulically powered system to rotate, push, and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing, and rotating pressure required to complete the line segment. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. The hydraulic system shall be free of leaks. The rig shall have a system to monitor and record maximum pullback pressure during pullback operations. The rig shall be grounded during drilling and pullback operations. There shall be a system to detect electrical current from the drilling string and an audible alarm that automatically sounds when an electrical current is detected.

2.04 DRILLING PIPE

- A. Drill rods shall be Firestick II or equivalent. Drill rods shall be of a diameter sufficient for the torque and longitudinal loads and fluid capacities required for the work.
- B. The Contractor shall use high quality drill pipes. The drill pipe shall be inspected periodically by the Contractor and properly maintained within the manufacturer's prescribed limits.

HORIZONTAL DIRECTIONAL DRILLING

- C. The Contractor shall adhere to the manufacturer's guidelines for using their pipe, and sound practices must be followed to ensure reduced risk of downhole failure, i.e. the Contractor shall not bend the drill pipe sharper than the minimum bend radius stated by the manufacturer, especially on HDD enter and exit locations.

2.05 BENTONITE DRILLING MUD

- A. The drilling fluid shall be designed for the geologic conditions to be encountered at the site, as described in the geotechnical report and as anticipated by the Contractor.
- B. Any modification to the basic drilling fluid involving additives must describe the type of material to be used and be included in Contractor's drilling plan presented to the Owner. The Owner retains the right to sample and monitor the waste drilling mud, cuttings and water.

2.06 PIPE LOCATION WIRE

- A. All directional drilled pipe shall be installed with two (2) insulated tracer wires with a 45 mil HDPE jacket and minimum average break load of 2032 lbs. Tracer wires shall be 10 AWG-Solid CCS EHS Copperhead Directional Drill Wire as manufactured by Copperhead Industries or approved equal. This wire shall to be continuous and brought up in the valve boxes at the ends of each line segment with splices made only by methods per the equipment manufacturer's recommendation. All miscellaneous splicing components shall be furnished and installed by the Contractor.

2.07 EROSION CONTROL MEASURES

- A. Provide silt fence as approved under FDOT Standard Specifications for use near open water bodies, wetlands, ditches, inlets or other areas where runoff could pollute nearby water bodies. The Contractor shall place silt fence between all drilling operations and any drainage, wetland, waterway, or other area designated for protection by the contract documents, state, federal or local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. The Contractor shall adhere and comply with all applicable permits/permit conditions.
- B. Turbidity barriers shall be installed and maintained at all location where the possibility of transferring suspended solids into wetlands and other surface water exists. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all location until construction is completed and soils are stabilized and vegetation had been established.
- C. Turbidity barriers shall be made of material in which manatees and turtles cannot become entangled, shall be properly secured and shall be regularly monitored to avoid manatee entanglement. Barriers must not impede manatee movement and

HORIZONTAL DIRECTIONAL DRILLING

shall not block manatee entry or exit from manatee feeding areas.

2.08 STORAGE AND HANDLING OF MATERIALS

- A. Inspect materials delivered to the site for damage. All materials found to have cracks, flaws, cuts, abrasions, or other major defects shall be rejected and removed from the job site immediately.
- B. Store materials under cover out of direct sunlight. Do not store directly on the ground. Keep all materials free of dirt and debris.
- C. Disposal of fluids is the responsibility of the Contractor and shall be performed in accordance with all permits and applicable federal, state, or local environmental regulations. Upon completion, the Contractor shall thoroughly clean the entire area of all debris, spilled fluids, and damaged plants, and restored to existing or better conditions.

PART 3 - EXECUTION

3.01 GENERAL

- A. All spoil and slurry must be contained in trucks, tanks, approved recirculation pits, or other containers at all times. Dumping of spoil or slurry on the ground, discharge into sewer, or discharge into the water bodies will not be permitted. All spoils will be transported and disposed of off site at an approved disposal facility that meets all State of Florida and local requirements.
- B. Perform all work within areas shown on the plans. The Contractor shall provide adequate control of surface water and drilling fluids drainage and runoff and provide silt fences and hay bales to prevent surface water or drilling fluids from entering the adjacent environmentally sensitive area.
- C. Surface settlement or heave of utilities and other features above the HDD centerlines and within the zone influenced by the HDD construction shall be limited in values that avoid damage. The Contractor shall repair any damage resulting from settlement or heave caused by HDD activities at no additional cost to the Owner.
- D. It shall be the Contractor's sole responsibility that all work is done in conformance with all applicable federal, state, and local safety requirements. Required safety equipment and procedures shall be employed by the Contractor at all times. All materials and methods of construction shall meet the applicable requirements of the County and the applicable requirements of the State of Florida Administrative Code.
- E. Contractor shall comply with the County's Noise Ordinance. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Owner for excessive noise

HORIZONTAL DIRECTIONAL DRILLING

shall not relieve the Contractor of the other portions of this specification including, but not limited to, completion of all Work within specified contract time and contract price. The Contractor shall submit a plan prior to construction identifying all noise reduction/abatement procedures. The plan will be approved by the Engineer prior to construction. If mufflers cannot achieve the necessary noise reduction, noise abatement shall be accomplished by the Contractor's installation of baffles (or other acceptable means) positioned to break line-of-sight from the noise source to affected residences and/or commercial structures. Minimum noise abatement measures shall consist of equipping all engines with hospital grade mufflers or silencers.

- F. Contractor shall provide at least three (3) business days advance written notice to the Owner of the planned inception of major drilling activities, including pilot bore launch, pre-reaming, reaming, and product pipe pullback. The Contractor shall immediately notify the Owner, in writing, when any significant problems are encountered or if ground conditions are considered by the Contractor to be materially and significantly different than those represented within the Contract Documents. The Contractor shall perform the pilot bore in the presence of the Owner, unless Owner grants prior written approval to perform such work in Owner's absence.
- G. All surveying equipment used tracking of the bore path and drill head shall be inspected and calibrated by the equipment manufacturer prior to use. Proof of this inspection and calibration shall be provided to the Engineer prior to the commencement of drilling operations.
- H. The directional boring equipment shall be operated by individuals trained by the manufacturer as experienced operators.
- I. The directional boring equipment shall produce a stable, clay sealed tunnel with a minimum burial depth consistent with the design profile or approved drill profile.
- J. The directional boring equipment shall employ a fluid cutting technique. The soil shall be cut by small diameter, high pressure jets of liquefied clay. The jets shall cut the soil in advance of the boring tool, impregnating, and lining the tunnel wall with clay. The clay shall be totally inert and pose no environmental risk. A pilot hole shall be drilled with an appropriately sized drill pipe. The pilot hole will then be increased to the appropriate diameter by a reaming operation. The boring tool will then be connected to the pipe, and the boring tool shall pull the carrier pipe through the clay lined tunnel as it traverses under the surface being crossed. The pulling strength of the boring equipment shall not exceed pipe safety pull strength as per manufacturer's recommendations. Surface excavations shall be limited to small launching and receiving pits. Pits shall be no larger than that required for launching and receiving. Adequate "pit-tail" lengths of service connection piping shall be provided at both the launching and receiving ends to facilitate service connection assembly.
- K. The Contractor shall notify the Engineer immediately in the event that any

HORIZONTAL DIRECTIONAL DRILLING

obstruction is encountered that prevents further advancement of the drill pipe, or pull back of the pre-reamer, reamer, and/or pipe. The Contractor shall make all diligent and reasonable efforts to advance past the object by drilling slowly through the object, pulling back, and drilling along a new bore path that avoids the object, or excavating and exposing and removing the object, and all other reasonable attempts to continue the bore. The Contractor shall notify the Engineer of proposed measures to attempt to advance past the object, prior to initiating the attempt. If the Contractor attempts to pull back and re-drill, the Contractor shall adhere to line and grade tolerances established in this specification section, unless the Engineer approves variance, in writing, prior to the Contractor's attempt to re-drill. The Contractor shall investigate the cause and together determine an appropriate response. Appropriate response may include revisions to equipment or methods, retraction, and re-drilling of a portion of the borehole, or abandonment of the borehole. If abandonment is deemed necessary, the Contractor shall recover, to the extent practicable, any drill pipe, product pipe, and tools in the borehole, and properly abandon the borehole by contact grouting, unless otherwise directed in writing by the Engineer. If the borehole is abandoned, the Contractor shall be allowed to begin a second attempt to install the pipeline at an alternate location subject to approval, in writing, by the Engineer at no additional expense to the Owner. The Contractor shall take all reasonable actions to complete the installation with minimal delays.

- L. The Contractor shall monitor for settlement or heave before and during drilling and grouting operations. The Contractor shall measure and record drilling fluid viscosity and density at least three times per shift with at least two hours between readings, using calibrated Marsh funnel and mud balance. These measurements shall be included in daily logs submitted to the Engineer. The Contractor shall document modifications to the drilling fluids, by noting the types and quantities of drilling fluid additives and the dates and times when introduced. The reason for the addition of drilling fluid additives or other modifications shall be documented and reported.
- M. The Contractor shall constantly monitor and record the circulating volume, particularly for the early detection of drilling fluid losses, or thinning, or the danger of borehole collapse. Ground upheavals can also be detected early from such differences, and necessary action can be implemented to prevent further damage.

3.02 PILOT BORE

- A. Pilot hole shall be drilled on bore path with no deviations greater than 1-inch over a length of 100-feet. In the event that pilot does deviate from bore path more than 1-inch of depth in 100-feet, the Contractor shall notify the County. The County may require the Contractor to pullback and re-drill from the location along bore path before the deviation.
- B. Horizontal and vertical deviations shall be less than plus or minus six inches from the design path centerline. The Contractor shall maintain a negative slope from

HORIZONTAL DIRECTIONAL DRILLING

the upstream manhole to the downstream manhole. The Contractor shall continuously monitor horizontal and vertical position and record the position at least once per drill pipe length, or at ten (10) feet intervals, whichever is most frequent.

- C. The radius of curvature shall not be less than that shown on the Drawings. The radius of curvature shall be calculated over the distance of three drill pipe sections.
- D. The Contractor shall be solely responsible for all work necessary to correct excessive deviations from line and grade, including re-drilling, redesigning connections, and acquiring additional easement, at no additional cost to the Owner and without schedule extension.

3.03 REAMING

- A. Upon successful completion of pilot hole, the Contractor will ream borehole to a minimum of 1% greater than outside diameter of pipe using the appropriate tools. Contractor shall not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle. Drilling mud shall then be injected into the hole to stabilize the hole and remove soil cuttings. The type of reamer to be utilized in this phase shall be determined by the types of subsurface soil conditions that have been encountered during the pilot hole drilling operation. The reamer type shall be at the Contractor's discretion.
- B. The Contractor shall not leave any unfilled reamed boreholes. All reamed boreholes that are not used for pipe placement shall be grouted with a mixture that meets the County's approval. In general, this applies to boreholes that are created by pulling the pipe from the ground surface rather from a pilot pit but may apply elsewhere. The displaced volume for pilot bore stems alone is not of sufficient volume to require grouting.
- C. Any sight relief holes used to visibly verify the location of the pilot bore stem shall be filled with an earthen material unless they are located in areas that receive traffic bearing loads in which case they shall be filled with "flowable fill.

3.04 PIPE PULLBACK OPERATION

- A. The pipes shall be assembled in a manner that does not obstruct adjacent roads, driveways, or public activities adjacent to the layout areas except as directed otherwise by the Owner.
- B. The Contractor shall provide adequate support/rollers along the stringing area to support the required length of pipe for each bore. Such support/rollers shall be comprised of a non-abrasive material arranged in a manner to provide support to the bottom and bottom quarter points of the pipeline allowing for free movement of the pipeline during pullback. The Contractor must use a sufficient number of pipe rollers or skids to prevent excess sagging of the pipe and/or dragging of the pipe on the ground. Pulling/dragging the pipe on asphalt or concrete shall not be

HORIZONTAL DIRECTIONAL DRILLING

permitted.

- C. Each length of pipe shall be inspected and cleaned as necessary to be free of debris immediately prior to joining.
- D. The Contractor shall perform air pressure test in accordance with the manufacture's guidelines prior to pipe pullback. Air pressure test shall be a minimum 4 psi or per the pipe manufacturer's recommendation. The Contractor shall perform hydrostatic water pressure test in accordance with the manufacturer's guidelines after installation. Hydrostatic pressure test shall be a minimum 150 psi or per the pipe manufacturer's recommendation.
- E. All plastic pipe installed by directional boring shall be provided with a minimum of two (2) insulated 10 AWG-Solid CCS Directional Drill Copperhead Tracer Wire as manufactured by Copperhead Industries or approved equal. This wire is to be continuous and brought up in the valve boxes at the ends of each line segment with splices made only by methods approved by the Engineer. Trace wires shall be secured to the pipe prior to pulling. The locator wire shall be tested by voltage of at least 12 DC. Test each wire with both positive and negative charge with not more than 1 volt of loss per 1000 feet will be allowed. The wire will be tested prior to the pressure test of pipeline. If wire fails, pressure test will not be done until wire is repaired.
- F. Pulling Loads: The maximum pull (axial tension force) exerted on the pipelines shall be measured continuously and limited to the maximum allowed by the pipe manufacturer so that the pipe or joints are not overstressed.
- G. Torsion and Stresses: A swivel shall be used to connect the pipeline and tracer wires to the drill pipe to prevent torsional stresses from occurring in the pipe.
- H. Pipeline Support: The pipelines shall be adequately supported during installation so as to prevent overstressing or buckling.
- I. The Contractor shall at all times handle the pipe in a manner that does not overstress the pipe. Vertical and horizontal curves shall be limited so that wall stresses do not exceed 50% of yield stress for flexural bending of the pipe. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the Contractor at his expense. The contractor shall take appropriate steps during pullback to ensure that the pipe will be installed without damage.
- J. During the pullback operation, the Contractor shall monitor roller operation and sidebooms if required to assist above ground movement of the pipe. Surface damage or cuts that exceed 10% of the pipe wall thickness shall be repaired by Contractor before pulling operations resume.
- K. The lead end of the pipe shall be closed during the pull back operation. If necessary to reduce pull back loads and to ensure that adequate internal pressure is maintained at all points to counterbalance collapse pressures, the pipe shall be

HORIZONTAL DIRECTIONAL DRILLING

filled with water as in enters the borehole.

- L. After completion of "pull back" and prior to the final pipe tie-in, pipe shall be provided a sufficient relaxation period as recommended by the specified pipe manufacturer.
- M. The Contractor shall install, maintain, and leave in place any sheeting, underpinning, cribbing, and other related items (other than that required for the boring and receiving pits) to support any structure or facility affected by the boring operations. The Engineer, depending upon existing conditions, may require that additional sheeting for the excavation be left in place.
- N. Damage to the product pipe resulting from manufacturer defects, installation, contact grouting, or grouting of the annulus is the responsibility of the Contractor, including costs for replacement and labor and materials. To confirm no damage to the pipe, upon completion of pull back and grouting, the Contractor shall perform the following test on the completed pipeline:
 - 1. A sphere or pig, one inch less in diameter than the internal diameter of the product pipe, which is capable of allowing water to pass through it, complete with a pulling cable on either side of sphere or pig, shall be pulled through the entire length of the pipeline. If the pig or sphere cannot pass through the pipe, it shall be considered collapsed and damaged.
 - 2. After the product pipe is completely pulled through the borehole, a sufficient relaxation period, if recommended by the pipe manufacturer, shall be provided before the final pipe tie-in.
 - 3. Contractor shall flush, clean, pig and hydrostatically test each pipeline according to the test procedures required for the respective material.

3.05 HANDLING DRILLING FLUIDS AND CUTTINGS

- A. During the drilling, reaming, or pullback operations, the Contractor shall make adequate provisions for handling the drilling fluids, or cuttings at the entry and exit pits. These fluids shall not be discharged into the waterways. Care shall be taken to avoid spillage on sidewalks, roadways or other public thoroughfares. Spills shall be cleaned prior to resuming public access to construction area. When the Contractor's provisions for storage of the fluids or cuttings on site are exceeded, these materials shall be hauled away to a suitable legal disposal site. After completion of the directional drilling work, the entry and exit pit locations shall be restored to original conditions. The Contractor shall comply with all Florida Department of Environmental Protection permit provisions.

3.06 WATER

- A. The Contractor shall be responsible for providing/obtaining water for construction purposes. The Contractor shall be responsible for requesting a hydrant meter. Cost of water shall not be charged.

HORIZONTAL DIRECTIONAL DRILLING

3.07 NEARBY UTILITIES

- A. The drawings show existing buried utilities that are assumed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that additional utilities may not be present. It will be the Contractor's responsibility to locate all nearby utilities (including water/sewer service laterals) or other subsurface obstructions that may interfere with the work by contacting Sunshine One Call, excavating windows along the pipeline drill alignment, or other means.

3.08 RESPONSIBILITY

- A. The Contractor shall be fully responsible for the steerable, clay lined directional drilling operation. Any noticeable surface defects resulting from installation activities or operation of boring equipment shall be repaired by the Contractor, at his expense. All exploratory, entrance, exit and slurry pits shall be restored by the Contractor to the preconstruction condition or better at no additional cost. Care shall be taken to avoid unnecessary construction equipment traffic on sidewalks, driveways and green spaces. Damage to these areas shall be repaired by the Contractor, at his expense.

3.09 CLEANING AND SIZING PIGS

- A. After the pipe is in place, cleaning pigs shall be used to remove residual water and debris. After the cleaning operation, the Contractor shall provide and run a sizing pig to check for abnormalities in the form of buckles, dents, excessive out-of-roundness, and any other deformations. The sizing pig run shall be considered acceptable if the survey results indicate that there are no sharp anomalies (e.g. dents, buckles, gouges, and internal obstructions) greater than 2-percent of the nominal pipe diameter, or excessive ovality greater than 5-percent of the nominal pipe diameter. For gauging purposes, dent locations are those defined above which occur within a span of five feet or less. Pipe ovality shall be measured as the percent difference between the maximum and minimum pipe diameters.

3.10 SUCCESSFUL COMPLETION

- A. The contractor shall be considered as having completed the requirements of any directional boring when he has successfully completed the work and tested the pipe to the satisfaction of the Engineer.
- B. At the completion of construction, the Contractor shall remove all temporary facilities installed by the Contractor. Unused soil, aggregate, and other materials shall be removed and disposed of at approved sites in accordance with all Federal, State, and Local regulations. Any damage to streets, lawns, common areas, and sidewalks shall be restored to original or better conditions. All disturbed areas shall be re-vegetated.

3.11 RECORD KEEPING

HORIZONTAL DIRECTIONAL DRILLING

- A. Daily logs and records shall be maintained by the Contractor and shall include annular pressure, drilling lengths, location of drill head, drilling fluid pressures and flow rates, drilling fluid losses, inadvertent returns, drilling times required for each pipe joint, any instances of retraction and re-drilling of the pilot bore or segments thereof, and any other relevant observations, including any observed settlement, heave, frac-outs, or surface spills. The drilling fluid pressures shall be measured at the entry point and at the drill head and recorded at least twice per drill pipe length. These records shall be maintained and provided daily to the Engineer. The position of the drill head shall be continuously tracked and recorded by a wireless or wired tracking/locator system, DigiTrack or approved equal. A plot of actual locations of the bore path shall be maintained and updated daily, or more frequently, as directed by the Engineer. Contractor shall maintain a daily project log of drilling operations and a guidance system log with a copy given to Engineer at completion of boring. As built drawings in AUTOCAD format with x, y, z coordinates of the pipe shall be certified by the Contractor, for accuracy and shall be provided to the Engineer within 48 hours after completion of the pilot boring. Handwritten sketches/drawings or PDF's will not be accepted.
- B. Drill profile submitted by the Contractor shall be in AUTOCAD and based on the control elevations and stationing of the applicable construction baseline shown in the drawings matching the same horizontal and vertical datum as the design plans. Handwritten sketches/drawings or marked over the construction drawings in PDF format will NOT be accepted.
- C. The Contractor shall submit measured mud and/or drilling fluid weights used during pilot boring and reaming of the bore measured at a minimum of twice per shift or at least once per two hundred (200) feet of drilled or reamed length, whichever is more frequent.

END OF SECTION

SECTION 02656

POLYMER CONCRETE MANHOLES

PART I - GENERAL

1.1 SCOPE OF WORK

- A. Furnish all materials, labor, and equipment and construct manholes and accessory items, consisting of polymer concrete sections as shown on the Drawings and as specified herein.
- B. The forms, dimensions, polymer concrete, and construction methods shall be approved by the Engineer in advance of construction.
- C. These specifications are intended to give a general description of what is required, but do not purport to cover all of the structural design details which will vary in accordance with the requirements of the equipment as offered. It is, however, intended to cover the furnishing, shop testing, delivery, and complete installation of all polymer concrete structures whether specifically mentioned in these specifications or not.
- D. The supplier of the polymer concrete manholes and accessory items shall coordinate his work with that of the Contractor to the end that the unit will be delivered and installed in the excavation provided by the Contractor, in accordance with the Contractor's construction schedule.
- E. Coordinate the structures fabrication with the equipment supplied to achieve the proper structural top slab openings, spacings, and related dimensions for the selected equipment frames and covers.

1.2 SUBMITTALS

- A. Submit to the Engineer, as provided in the General Conditions, shop drawings showing details of construction, reinforcing and joints.
- B. Shop Drawings
 - 1. Content
 - a. Dimensions and finishes
 - b. Estimated camber
 - c. Reinforcing and connection details
 - d. Anchors
 - e. Lifting and erection inserts
 - f. Other items cast into members

2. Show location of unit by same identification mark placed on member.
 3. Include design calculations.
- C. Manufacturer's Literature: Manufacturer's recommended installation instructions.
- D. Manufacturer's certificates of material conformance with specifications.
- E. Test Reports: Reports of tests on concrete.
- F. Testing
1. Manholes: testing for polymer concrete manholes shall be as recommended by the polymer concrete manhole manufacturer.
 2. Certification: The supplier shall provide the certified results of testing of the manholes.

1.3 INSPECTION

- A. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Engineer, or other representatives of the Owner. Such inspection may be made at the place of manufacture, or at the site after delivery, or at both places, and the sections shall be subject to rejection at any time on account of failure to meet any of the Specification requirements; even though sample sections may have been accepted as satisfactory at the place of manufacture. Sections rejected after delivery to the job shall be marked for identification and shall be removed from the job at once. All sections which have been damaged after delivery will be rejected, and if already installed, shall be repaired, if permitted and accepted by Engineer, or removed and replaced, entirely at the Contractor's expense.
- B. At the time of inspection, the sections will be carefully examined for compliance with ASTM C478 designation and these Specifications, and with the approved manufacturer's drawings. All sections shall be inspected for general appearance, dimension, "scratch-strength", blisters, cracks, roughness, soundness, etc. The surface shall be dense and close-textured.
- C. Imperfections may be repaired, subject to the approval of the Engineer, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final approval. Cement mortar used for repairs shall have a minimum compressive strength of 4,000 psi at the end of 7 days and 5,000 psi at the end of 28 days, Epoxy mortar may be utilized for repairs subject to the approval of the Engineer.

PART II - PRODUCTS

2.1 POLYMER CONCRETE SANITARY SEWER MANHOLES

- A. All polymer concrete structures shall be new, unused and manufactured for this project. All manholes shall be polymer concrete. The minimum acceptable manhole inside diameter is 4 feet. Inverts shall be formed as specified herein. It shall be the responsibility of the Contractor to assure that all manhole inlets are provided at the proper locations and elevations to accommodate the actual field requirements without additional compensation. All manholes shall be placed on a FDOT No. 56 gravel base of a minimum of 6-inches in depth.
- B. Provide polymer concrete manhole sections, monolithic base sections and related components referencing to ASTM C 478. ASTM C 478 material and manufacturing is allowed compositional and dimensional differences required by a polymer concrete product.
- C. Provide base riser section with monolithic floors, unless shown otherwise
- D. Provide riser sections joined with bell and spigot / ship-lap design seamed with butyl mastic and/or rubber gaskets (ASTM C 990) so that on assembly, manhole base, riser and top section make a continuous and uniform manhole structure
- E. Construct riser sections for polymer concrete manholes from standard polymer concrete manhole sections of the diameter indicated on drawings. Use various lengths of polymer concrete manhole sections in combination to provide correct height with the fewest joints.
- F. Design wall sections for depth and loading conditions with wall thickness as designed by polymer concrete manufacturer.
- G. Provide tops to support AASHTO HS-20 or HL-93 or vehicle loading or loads as required and receiving composite manhole covers.
- H. Manhole covers shall be composite manhole covers as manufactured by CAP ONE.
- I. Manhole covers in paved areas shall be flush with the top of pavement. Manholes in nonpaved areas shall be 1 - inch above finished grade. Identification lettering shall be in accordance with the details included on the Drawings.
- J. Polymer Concrete Manhole Design Criteria
 - 1. Risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet the intent of ASTM C478 with allowable compositional and sizing differences as designed by the polymer concrete manufacturer.

2. AASHTO HS-20 or HL-93 design or as required loading applied to manhole cover and transition and base slabs.
3. Polymer manholes will be designed based upon live and dead load criteria in ASTM C 857 and ACI 350-06.
4. Unit soil weight of 120 pcf located above portions of manhole, including base slab projections.
5. Internal liquid pressure based on unit weight of 63 pcf.
6. Dead load of manhole sections fully supported by polymer concrete manhole base.
7. Polymer Concrete Manhole risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet loading requirements of ASTM C 478, ASTM C 857 and ACI 350-06 as modified for polymer concrete manhole design as follows:
8. Polymer Concrete Mix Design shall consist of thermosetting resin, sand, and aggregate. No Portland cement shall be allowed as part of the mix design matrix. All sand and aggregate shall be inert in an acidic environment.
9. Reinforcement - Shall use acid resistant reinforcement (FRP Bar) in accordance with ACI 440.1R-06 as applicable for polymer concrete design.
10. The wall thickness of polymer concrete structures shall not be less than that prescribed by the manufacturer's design by less than 95% of stated design thickness.
11. Each polymer concrete manhole component shall be free of all defects, including indentations, cracks, and foreign inclusions that, due to their nature and degree or extent, detrimentally affect the strength and serviceability of the component part. Cosmetic defect shall not be cause for rejection. The nominal internal diameter of manhole components shall not vary more than 2%
12. Marking and Identification - Each manhole shall be marked with the following information - Manufacturer's name or trademark, Manufacturer's location and Production Date.
13. Manhole joints shall be assembled with a bell/spigot or shiplap butyl mastic and/or gasketed joint so that on assembly, manhole base, riser and top section make a continuous and uniform manhole. Joint sealing surfaces shall be free of dents, gouges and other surface irregularities that

would affect joint integrity.

14. Minimum clearance between wall penetrations and joints shall be per manufacturer's design.
 15. Construct invert channels to provide smooth flow transition with minimal disruption of flow at pipe-manhole connections. Invert slope through manhole is as indicated on drawings. All polymer concrete base sections to be cast monolithically. Polymer bench and channel are to be constructed with all polymer concrete material, monolithically. Extended ballast slab requirements for buoyancy concerns can be addressed with cementitious concrete material.
 16. Provide resilient connectors conforming to requirements of ASTM C 923 or other options as available. All connectors are to be water tight. Install approved resilient connectors at each pipe entering and exiting manholes in accordance with manufacturer's instructions
- K. Polymer Concrete manholes shall be manufactured by Armorock or pre-bid approved equal.

2.3 PIPE CONNECTIONS AT STRUCTURES

- A. An annular gap pressing system shall be used at the wetwell and manhole to pipe connection as shown on the Drawings. The system shall be composed of a double-layered sealing EPDM collar and a polyamide annular gap pressing system. The connection at the wetwell wall shall be flexible and water-tight. Any annular space inside the manhole at the connection shall be filled with approved caulking material or joint filler. Annular gap pressing system shall be RingGap Seal manufactured by Gripper Gasket, LLC, or approved equal.
- B. No pipe to manhole connections shall occur within 12 inches of a manhole-to-manhole section joint.

2.4 GROUTING

- A. All materials needed for grouting and patching will be a polyester mortar compound provided by the manufacturer or an approved equal by the manufacturer.

PART 3 - EXECUTION

3.1 POLYMER CONCRETE MANHOLES

- A. The Contractor shall be responsible for control of ground water to provide firm, dry subgrade for the structure, shall prevent water rising on new poured in place

concrete or grouted joint sections within 24 hours after placing, and shall guard against flotation or other damage resulting from ground water or flooding.

- B. All slabs or bottom sections shall be installed at a grade that will allow clearance under the bells of the pipe. All slabs or bottom sections shall be solidly installed on 3/4-inch bedding stone that has been compacted against firm undisturbed soil. Depth of bedding stone will be as directed by the Engineer.
- C. The tongue and groove ends of each unit shall be sealed with an OWNER approved butyl-based joint sealant. The exterior of all joints shall be covered with an OWNER approved exterior joint sealant tape.
- D. The top of the cone shall be set between 2 1/2 inches and 14 1/2 inches below the bottom of the manhole cover frame. It is the intent of the Specifications to provide a minimum of 2 1/2 inches to accommodate future grade changes without disturbing the manhole. No more than 12" of grade rings are allowed. Where the distance between the bottom of the manhole cover frame and the top of the cone is greater than 14 1/2 inches, 12-inch riser units shall be used to bring the top of the cone to within the limits specified.

3.2 MANHOLE INVERTS

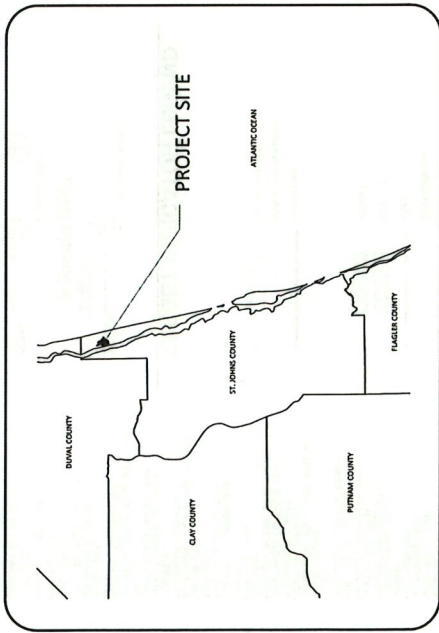
- A. Invert channels shall be constructed smooth and semicircular, conforming to the inside of adjacent sewer section. The mortared invert channel shall have a steel trowel finish. Changes in direction of flow shall be made in a smooth curve of as large a radius as possible. Changes in size and grade shall be made gradually and smoothly. Whenever possible, inverts shall be formed with a full section of pipe laid through the manhole and then breaking out the top half. Benches shall be built up solidly with concrete and shall be sloping to the invert. All inside drops shall have a flume construction to channel flow into the invert. All pipe entering the manhole must be trimmed flush with the walls. All exposed sharp edges of pipe shall be wiped smooth with mortar.
- B. Manhole inverts and benches shall be constructed at the same profile slope as the downstream pipe.
- C. Manhole inverts shall be as follows:
 - 1. Precut PVC half-pipe for flow through manhole; or
 - 2. Manhole bench constructed of solid concrete forming an invert the shape of a half-pipe. Flow channel depth shall be 3/4 of the outlet pipe diameter.

3.3 TESTING OF POLYMER CONCRETE SANITARY SEWER MANHOLES

- A. All new sanitary sewer manholes shall pass a leakage test. The Contractor shall test each manhole (after assembly and backfilling) for leakage, separate and independent of the collection system pipes, by hydrostatic exfiltration testing.
- B. Hydrostatic Testing
 - 1. The maximum leakage for hydrostatic testing lined manholes shall be zero (0) gallons.
 - 2. To perform a hydrostatic exfiltration test, the Contractor shall seal all wastewater pipes coming into a manhole with an internal pipe plug, fill the manhole with water, and maintain the test for a minimum of two (2) hours.
 - 3. Independently measure change in water volume due to evaporation and precipitation using a 24 inch deep white, watertight container. Position the container to experience environmental conditions similar to the manhole being tested. The volume change of the manhole shall be corrected based on the water volume change in the sample container.

END OF SECTION

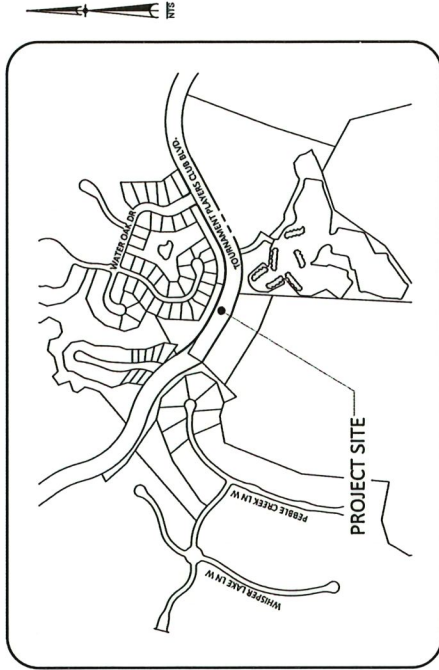
ST. JOHNS COUNTY UTILITY DEPARTMENT TPC 5 SEWER REPLACEMENT



VICINITY MAP



ST. JOHNS COUNTY, FLORIDA



LOCATION MAP



ARDURRA
COLLABORATE. INNOVATE. CREATE.

405 GOLFWAY WEST DRIVE, SUITE 201A
ST. AUGUSTINE, FL 32095
PH. 904-562-2185
FLORIDA
CERTIFICATE OF AUTHORIZATION
27931

This item has been digitally signed and sealed by Lyle P. Truong, P.E. on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



55.000.F, TPC 5, No. 7777
DATE: 01/09/11

NO.	DATE	REVISION	BY

CONFORMED DRAWINGS

JOB NO: 2004-0086-00
G0.00
CONFORMED DRAWING
JANUARY 2011

GENERAL:

- WHICH THESE NOTES CONFLICT WITH THE SPECIFICATIONS IN PART B OF THE MANUAL, PART B GOVERNS.
- TWO COPIES OF THE SHOP DRAWINGS FOR MATERIALS NOT IN THE APPROVED MATERIALS MANUAL, ESTIMATED TO BE 10% OF THE TOTAL NUMBER OF SHOP DRAWINGS, SHALL BE SUBMITTED TO THE CONTRACTOR BY THE OWNER AT THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE COMPLETED WORK (FINAL LAYOUT) BUSINESS DAYS. SUBSEQUENT SHOP DRAWING REVIEWS WILL BE COMPLETED WITHIN TEN (10) BUSINESS DAYS.
- A CONTRACTOR CONFERENCE IS REQUIRED WITH THE DEVELOPER, THE ENGINEER OF RECORD, THE UTILITY AND/OR UNDERGROUND UTILITY LOCATOR SHALL BE PROVIDED AT THE PRE-CONSTRUCTION CONFERENCE.
- ALL WATER, SEWER AND/OR REUSE CONNECTIONS SHALL BE PERFORMED BY A CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES. A COPY OF THE CONTRACTOR'S GENERAL LICENSE AND/OR UNDERGROUND UTILITY LOCATOR SHALL BE PROVIDED AT THE PRE-CONSTRUCTION CONFERENCE.
- THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING THE SITE PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL LOCATIONS & ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL LOCATE, VERIFY, AND IDENTIFY ALL EXISTING UTILITIES AND UNDERGROUND UTILITIES NECESSARY TO PROTECT UTILITIES DURING CONSTRUCTION. SHOULD ANY UTILITY (OR CONDUIT) BECOME DAMAGED OR DISAPPEARED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE AFFECTED UTILITY COMPANY, ENGINEER OF RECORD, OWNER, AND SUDO.
- THE WATER, SEWER AND/OR REUSE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED MATERIALS MANUAL AND SPECIFICATIONS. IF THERE IS ANY DEVIATION FROM THE APPROVED MATERIALS MANUAL OR SPECIFICATIONS, THE CONTRACTOR SHALL REMOVE THE DEVIATION AND DIVERT IT TO THE APPROVED DOCUMENTS THROUGH THE SUBMITTAL PROCESS.
- ALL EXISTING UTILITIES AND/OR REUSE SYSTEMS SHALL BE IDENTIFIED TO THE CONTRACTOR PRIOR TO CONSTRUCTION. ALL LOCATIONS SHALL BE IDENTIFIED TO THE ENGINEER OF RECORD AND SUDO IMMEDIATELY.
- EXISTING UTILITIES SHOWN ON THESE PLANS HAVE BEEN LOCATED BY AVAILABLE MEANS WITHOUT EXCAVATION.

- VERTICAL LOCATIONS OF ALL UTILITIES EXCLUDING EXISTING STORM SEWERS SHOWN ON PLAN AND PROFILE SHALL BE IDENTIFIED TO THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
- SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS BEFORE CONTINUING WITH CONSTRUCTION, NOTIFY THE ENGINEER AND SUDO PRIOR TO CONTINUING CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES, MONUMENTS, ETC. DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
- ANY DAMAGE SHALL BE REPAIRED/REPHASED BY THE CONTRACTOR AT NO ADDITIONAL CHARGE TO THE OWNER, UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION AND BUILDING PLACEMENT WITH ALL OTHER UTILITIES CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL UNSUITABLE MATERIAL FROM THE PROJECT SITE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.
- SELECTED MATERIALS, WATER, SEWER, AND/OR REUSE MAINS SHALL BE REINFORCED AND REPAIRED WITHIN A MAXIMUM OF ONE (1) FOOT (1) FEET. DENSITY TESTS SHALL BE TAKEN AFTER COMPLETION OF EVERY LIFT.
- THE CONTRACTORS SHALL NOTIFY ALL APPLICABLE UTILITIES COMPANIES, THE ENGINEER OF RECORD, AND THE ENGINEER OF RECORD OF ANY UTILITIES LOCATED AT THE PROJECT SITE, AND/OR AS SPECIFIED BY THE UTILITY COMPANIES AND THE PERMITS OBTAINED FOR THE WORK.
- THE ENGINEER OF RECORD AND SUDO SHALL BE GIVEN FIVE (5) BUSINESS DAYS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASUREMENTS RELATED TO THE PROJECT.
- ALL WORK, MATERIALS, AND EQUIPMENT SHALL BE IN COMPLETE ACCORDANCE WITH ALL RELEVANT ST. JOHNS COUNTY STANDARDS AND REQUIREMENTS AS WELL AS STATE AND LOCAL REGULATIONS.
- ALL UNDERGROUND UTILITY EQUIPMENT, MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE UTILITY COMPANY SPECIFICATIONS, THE ENGINEER OF RECORD, AND REUSE DESIGN STANDARDS & SPECIFICATIONS, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS AND APPROVED SHOP DRAWINGS.
- ALL UTILITY CROSSINGS SHALL COMPLY WITH REUSE REGULATIONS (DR. 65-350.314, F.A.C.).

- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE EDGE OF PAVEMENT TO THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.
- ALL ROADS AND DRIVEWAYS SHALL BE PLACED A MINIMUM OF 7.5 FEET AWAY FROM THE CENTERLINE OF THE ROAD OR DRIVEWAY.

- APPROVED INTERIOR LINER IS REQUIRED ON RECEIVING, MANHOLES, PUMP STATION VENTWELLS AND MANHOLES WITH THREE OR MORE INVERTS.
- SAINTARY SEWER LINES SHALL BE GREEN, SPODS PIPE, AND CLEANLY MARKED ON THE PIPE.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD AND SUDO ALL VIDEO LOGS, WRITTEN REPORTS, AND DEFLECTION TEST RESULTS FOR REVIEW AND APPROVAL.
- AFTER INSTALLATION OF GREAT TRAPS, INTERCEPTORS, AND/OR CR-OR WATER SEPARATORS.

AS-BUILTS:

- REPRODUCTION OF CONSTRUCTION DOCUMENTS FOR PRODUCTION, SUBMIT AND OBTAIN APPROVAL OF THE ENGINEER OF RECORD PRIOR TO CONSTRUCTION.
- "AS-BUILT" INFORMATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL EMPLOY PROFESSIONAL SURVEYORS TO OBTAIN THE NECESSARY DATA TO DETERMINE ALL "AS-BUILT" INFORMATION. INFORMATION FROM CONVEYANCE OF THE WORK, THE STATE OF FLORIDA, TO DETERMINE ALL "AS-BUILT" INFORMATION SHALL BE PROVIDED TO THE ENGINEER.
- ALL "AS-BUILT" INFORMATION SHALL BE PROVIDED TO THE ENGINEER OF RECORD, IN WRITING, AND SHALL BE BACKLOG "AS-BUILT" AND COPY TO THE ENGINEER OF RECORD. INFORMATION FROM THE CONSTRUCTION DOCUMENTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.
- THE RECORD "AS-BUILT" DRAWINGS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED AT THE TIME OF THE FINAL INSPECTION.

NOTICE OF PROCEDURE:

- ALL WORK SHALL BE PERFORMED THROUGH SUDO CUSTOMER SERVICE SHALL BE ACCOMPANIED BY A LIST OF APPROVED CONTRACTORS AND SUDO CONTACT INFORMATION.
- ALL CONTRACTORS TO THE WATER, SEWER, AND/OR REUSE SYSTEM, INCLUDING ALL REUSE, SHALL BE PERFORMED BY THE UTILITY CONTRACTOR ON LICENSED WATER MAIN NUMBER AS SPECIFIED ON THE CONTRACT DRAWINGS IN ADVANCE WITH THE SUDO. A SUDO INSPECTOR MUST BE PRESENT PRIOR TO THE CONNECTION BEING MADE ON TAPING.
- IF THE PROPERTY OWNER REQUESTS RESPONSIBILITY TO SECURE APPLICABLE PERMITS PRIOR TO CONSTRUCTION, THE UTILITY OWNER SHALL PROMOTE THE WATER MAIN THROUGH THE SUDO ON PROJECTS THAT REQUIRE PERMITS. THE UTILITY CONTRACTOR SHALL INITIAL ALL METERS THREE (3) INCHES AND LARGER.
- THE WATER, SEWER AND/OR REUSE UNIT CONNECTION FEES SHALL BE PAID IN FULL AT THE TIME OF BUILDING PERMIT APPLICATION.
- ALL ONE-SIDE PRIVATE WATER, SEWER, AND/OR REUSE CONNECTION BETWEEN THE WATER AND BUILDING MAY BE INSPECTED BY THE SUDO TO ENSURE STANDARDS ARE MET.
- ALL REQUIREMENTS BY THE SUDO (I.E. FINAL INSPECTION, CONNECTION OF PUNCH LIST ITEMS, "AS BUILT", FSP CERTIFICATION OF COMPLETION, ETC.) MUST BE SATISFIED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY, PERMITS, AND/OR REUSE SYSTEMS.

PRESSURE PIPE NOTES:

- POTABLE AND RECLAIMED WATER MAINS AND FORCE MAINS SHALL BE SHALL BE DRIP CLASS 200 USABLE PVC (PVC WITH PUSH-IN JOINTS), GAKETED, AND REINFORCED JOINTS, DRILL CORE HOLE OR DRILL CORE HOLE (PVC WITH PUSH-IN JOINTS), GAKETED, AND REINFORCED JOINTS. POTABLE AND RECLAIMED WATER MAINS SHALL BE DRIP CLASS 200 USABLE PVC WITH PUSH-IN JOINTS, GAKETED, AND REINFORCED JOINTS. POTABLE AND RECLAIMED WATER MAINS SHALL BE DRIP CLASS 200 USABLE PVC WITH PUSH-IN JOINTS, GAKETED, AND REINFORCED JOINTS. POTABLE AND RECLAIMED WATER MAINS SHALL BE DRIP CLASS 200 USABLE PVC WITH PUSH-IN JOINTS, GAKETED, AND REINFORCED JOINTS.
- POTABLE AND RECLAIMED WATER MAINS LARGER THAN 36" DIAMETER SHALL BE DRIP CLASS 250, GAKETED, AND REINFORCED JOINTS. POTABLE AND RECLAIMED WATER MAINS LARGER THAN 36" DIAMETER SHALL BE DRIP CLASS 250, GAKETED, AND REINFORCED JOINTS. POTABLE AND RECLAIMED WATER MAINS LARGER THAN 36" DIAMETER SHALL BE DRIP CLASS 250, GAKETED, AND REINFORCED JOINTS.
- HOUP UP TO 36" DIAMETER AND LESS THAN 300 FEET SHALL BE DRIP, CR96 HOPE, HOD UP TO 24" DIAMETER AND LONGER THAN 300 FEET SHALL BE CR96, CR96 HOPE.
- 2" POTABLE AND RECLAIMED WATER MAINS AND FORCE MAINS SHALL BE CR96, HOPE (CTD).
- PIPE SHALL BE APPROPRIATE COLOR CODED: BLUE-FORCE MAIN, GREEN-SEWER, AND PURPLE-RECLAIMED WATER.

POTABLE WATER SYSTEMS NOTES:

- ALL CURB STORES ARE TO BE BALL-TYPE WITH LOADING CAPACITY, 1" MINIMUM.
- A FULL UNIT LENGTH OF WATER MAIN PIPE (USUALLY 20 FEET) SHALL BE CENTERED AT THE POINT OF CROSSING OF UTILITY SEWER MAINS.
- WHERE UTILITY CROSSING OF SEWER MAINS IN THE UTILITY WORKS SHALL BE COVERED AND THE PROPER AUTHORITY NOTIFIED. WITH THE APPROVAL OF THE ST. JOHNS COUNTY HEALTH DEPARTMENT, DUCTILE IRON WATER MAINS SHALL BE USED TO CROSS EXISTING SEWER MAINS. THE DUCTILE IRON SHALL BE USED TO CROSS EXISTING SEWER MAINS. THE DUCTILE IRON SHALL BE USED TO CROSS EXISTING SEWER MAINS. THE DUCTILE IRON SHALL BE USED TO CROSS EXISTING SEWER MAINS.
- NO CONNECTION TO EXISTING WATER MAINS SHALL BE ALLOWED UNLESS ALL APPROVED WATER MAINS HAVE BEEN PRESSURE TESTED, DISINTEGRATED, CLEARED FOR SERVICE BY FSP AND ACCEPTED FOR MAINTENANCE BY THE SUDO.
- JUMPER CONNECTIONS WITH BACKFLOW PREVENTION DEVICE SHALL BE USED TO DROP TO FLOOR WATER MAINS.
- ALL NEW AND RELOCATED WATER MAIN PIPE, FITTINGS, VALVES, AND FIRE HYDRANTS SHALL BE IN CONFORMANCE WITH APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) AND SUDO STANDARDS.
- ALL NEW AND RELOCATED WATER MAIN PIPE AND FITTINGS WILL COMPLY WITH THE LATEST FPD AND AWWA STANDARDS FOR LOCAL CONTENT.
- ALL NEW AND RELOCATED WATER MAINS SHALL BE PRESSURE TESTED AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD 900, LATEST EDITION.
- ALL NEW AND RELOCATED WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD 900 AND RULE 62-555.310, F.A.C.
- ALL NEW AND RELOCATED WATER MAINS SHALL BE IN CONFORMANCE WITH THE STATE PLUMBING CODE AND SUDO STANDARDS.
- THE BACTERIOLOGICAL SAMPLE POINTS SHALL BE INDICATED ON THE CONTRACT DRAWINGS. THE SAMPLE POINT NUMBERING AND STATIONING SHALL CORRESPOND TO THOSE ON THE BACTERIOLOGICAL SAMPLE CHAIN OF CUSTODY FORM.

WASTEWATER SYSTEM NOTES:

- APPROVED INTERIOR LINER IS REQUIRED ON RECEIVING, MANHOLES, PUMP STATION VENTWELLS AND MANHOLES WITH THREE OR MORE INVERTS.
- SAINTARY SEWER LINES SHALL BE GREEN, SPODS PIPE, AND CLEANLY MARKED ON THE PIPE.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD AND SUDO ALL VIDEO LOGS, WRITTEN REPORTS, AND DEFLECTION TEST RESULTS FOR REVIEW AND APPROVAL.
- AFTER INSTALLATION OF GREAT TRAPS, INTERCEPTORS, AND/OR CR-OR WATER SEPARATORS.

- VERTICAL CLEARANCE BETWEEN WATER, SEWER (INCLUDING STORM) AND REUSE LINES AT ALL CROSSING AND UNITS LENGTHS OF PIPE (USUALLY 20 FEET) AT POINTS OF CROSSINGS WILL BE DOCUMENTED ON THE DRAWINGS TO SHOW CLEARANCE OF AT LEAST 24 INCHES FROM THE CENTERLINE OF THE WATER, SEWER, AND/OR REUSE MAIN. THE CONTRACTOR SHALL MAINTAIN THIS CLEARANCE THROUGHOUT THE PROJECT.
- AFTER ALL PRESSURE PIPES ARE INSTALLED, THE JOINTS COMPLETED, AND THE TRENCH BACKFILLED, THE NEW LAD PIPE AND APPURTENANCES SHALL BE SUBJECTED TO A HYDROSTATIC TEST FOR A PERIOD OF AT LEAST TWO HOURS. THE TEST SHALL BE AS SET FORTH IN AWWA STANDARD 900. ANY LEAKS DETECTED SHALL BE REPAIRED. TEST SHALL BE AS SET FORTH IN AWWA STANDARD 900. ANY LEAKS DETECTED SHALL BE REPAIRED.

WATER SEPARATION STATEMENT:

THE CONTRACTOR SHALL INSTALL ALL MAINS IN ACCORDANCE WITH THE REQUIREMENTS OF RULE 62-555.314, F.A.C. AND ALL APPLICABLE LOCAL ORDINANCES. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 24 INCHES CLEARANCE BETWEEN WATER, SEWER (INCLUDING STORM) AND REUSE LINES AT ALL CROSSING AND UNITS LENGTHS OF PIPE (USUALLY 20 FEET) AT POINTS OF CROSSINGS WILL BE DOCUMENTED ON THE DRAWINGS TO SHOW CLEARANCE OF AT LEAST 24 INCHES FROM THE CENTERLINE OF THE WATER, SEWER, AND/OR REUSE MAIN. THE CONTRACTOR SHALL MAINTAIN THIS CLEARANCE THROUGHOUT THE PROJECT.

- NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE.
- NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE.
- NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE.

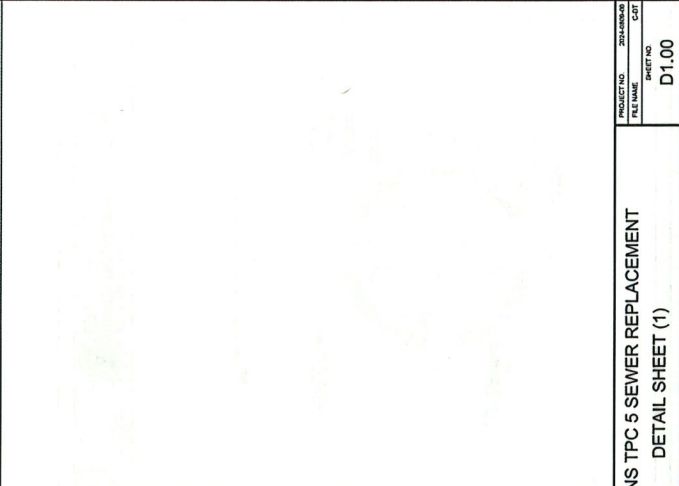
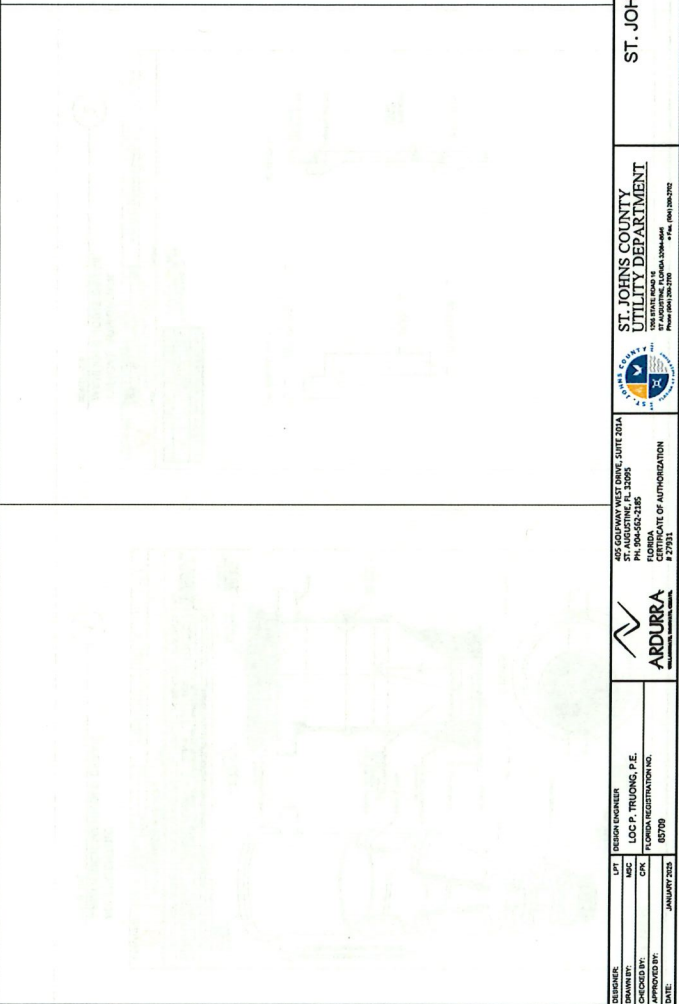
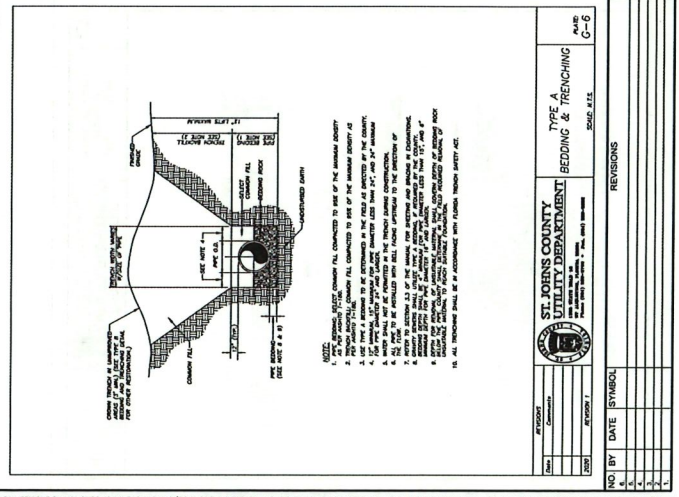
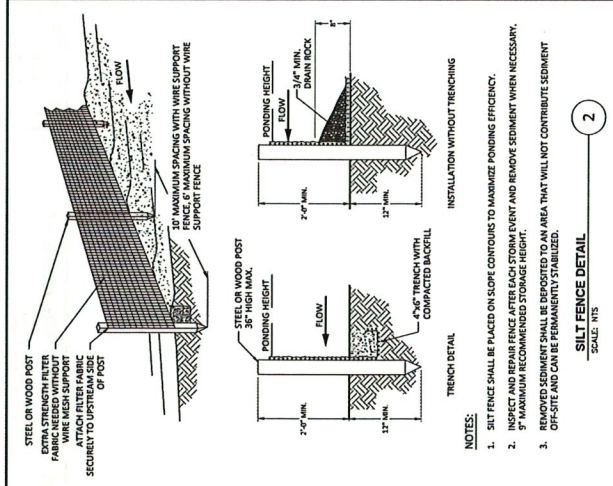
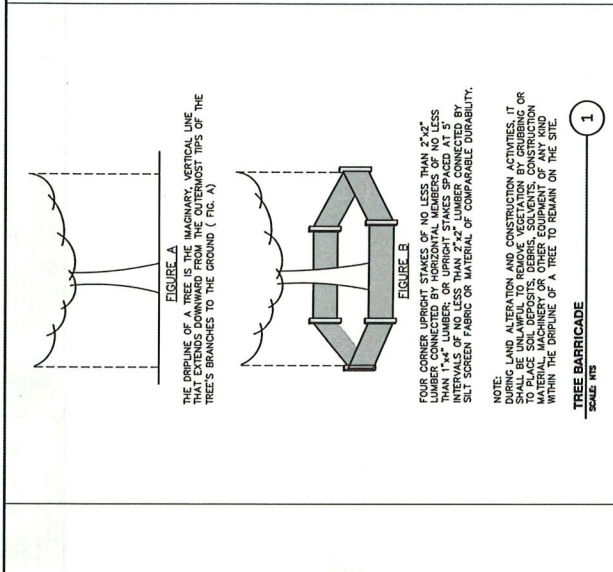
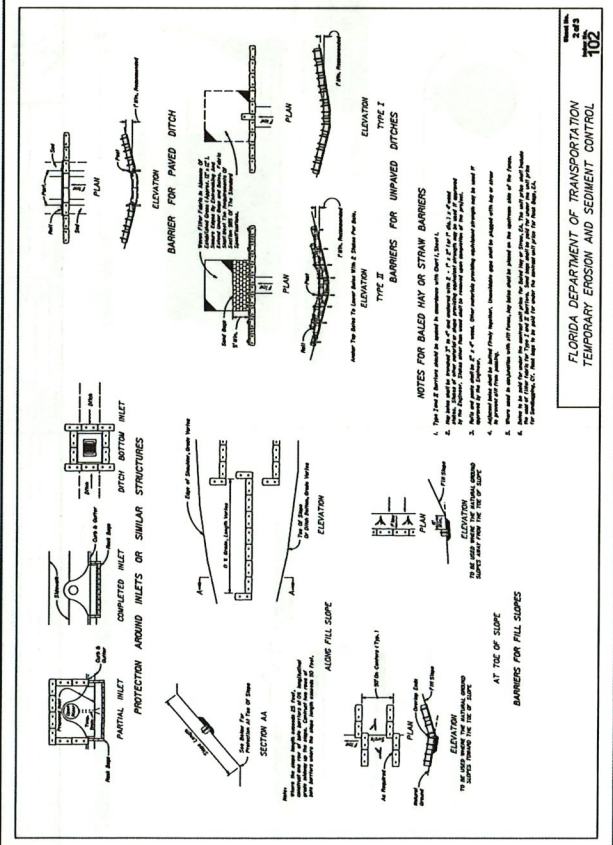
- NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE.
- NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE.
- NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE. UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE OTHER PIPELINE.

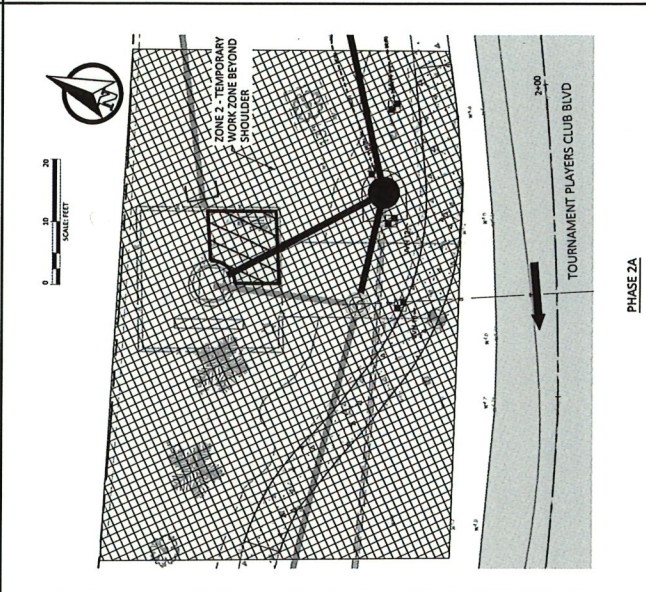
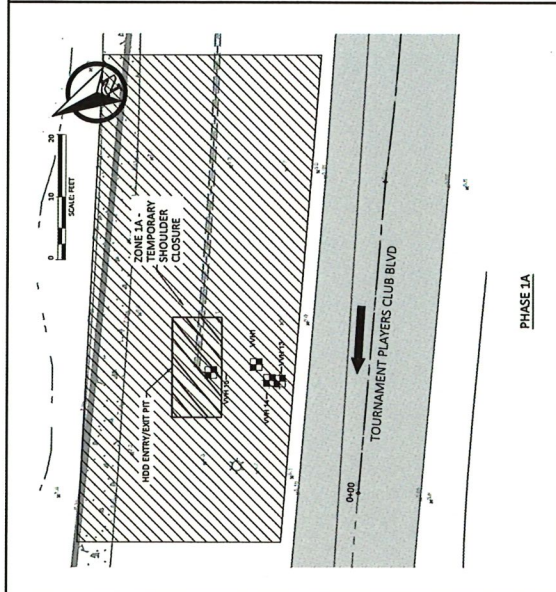
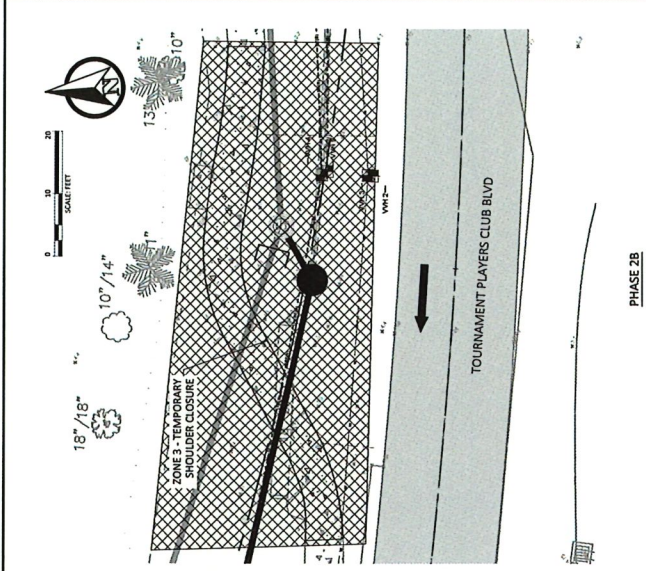
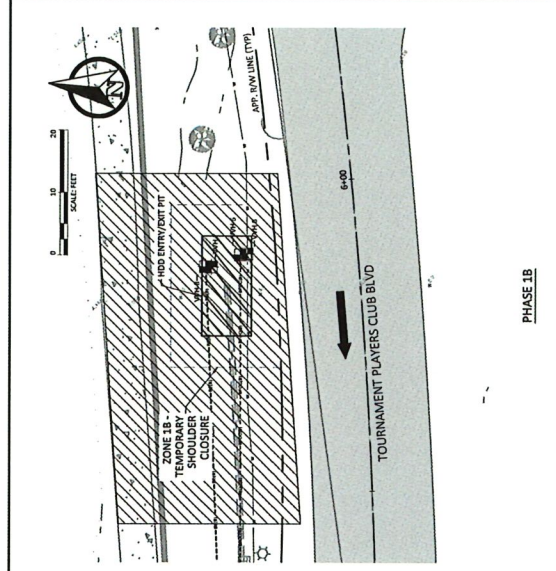
- USE OF PRESSURE-TESTED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARDS INCORPORATED INTO RULE 62-555.310, F.A.C. FOR THE OTHER PIPELINE IF IT IS A GRASSY-OR VACUUM-TYPE PIPE.
- USE OF PRESSURE-TESTED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARDS INCORPORATED INTO RULE 62-555.310, F.A.C. FOR THE OTHER PIPELINE IF IT IS A GRASSY-OR VACUUM-TYPE PIPE.
- USE OF PRESSURE-TESTED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARDS INCORPORATED INTO RULE 62-555.310, F.A.C. FOR THE OTHER PIPELINE IF IT IS A GRASSY-OR VACUUM-TYPE PIPE.
- WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND IS BEING LAID LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM THE OTHER PIPELINE.

HYDROSTATIC TESTING NOTES:

- USE OF FPPC OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 2-SI-HIGH THICK DUCTILE IRON PIPE) OR CONCRETE ENCASUREMENT AT LEAST FOUR INCHES THICK FOR THE OTHER PIPELINE IS REQUIRED AND IS TO BE MAINTAINED THROUGHOUT THE PROJECT.

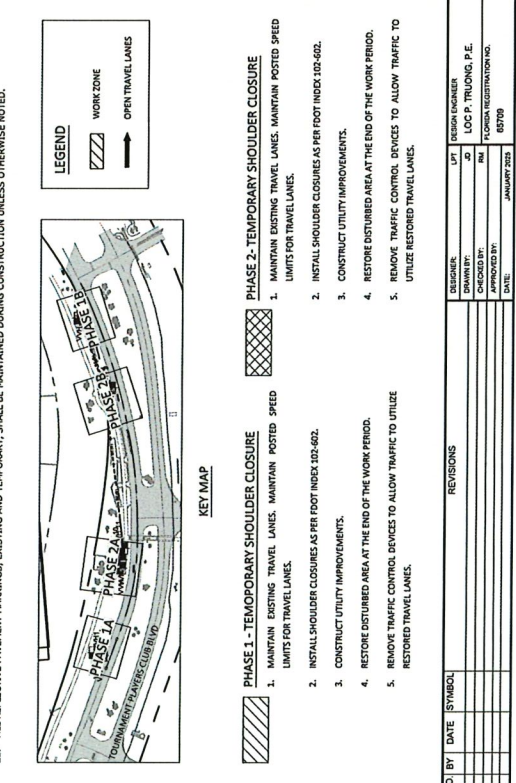
DESIGNER:	PROJECT NO.:	DATE:
CHECKED BY:	PROJECT FILE NAME:	DATE:
APPROVED BY:	PROJECT NO.:	DATE:
DATE:	PROJECT FILE NAME:	DATE:
ST. JOHNS COUNTY UTILITY DEPARTMENT 4825 GULFWAY WEST DRIVE, SUITE 201A WEST PALM BEACH, FLORIDA 33409 PHONE: (561) 883-2300 FAX: (561) 883-2322		
ST. JOHNS TPC 5 SEWER REPLACEMENT		
NOTES		
SHEET NO. G0.02		
CONFIRMED DRAWINGS		





WORK ZONE TRAFFIC CONTROL GENERAL NOTES:

- CONTRACTOR SHALL FOLLOW THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES STANDARD INDEX 102-500.
- ALL WORK ZONE TRAFFIC CONTROL (WZTC) DEVICES SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE PROPERLY MAINTAINED AND OPERATED THROUGHOUT THE PERIOD OF EACH PHASE / STAGE OF CONSTRUCTION. ALL TEMPORARY SIGNS, PAVEMENT MARKINGS, WARNING DEVICES AND TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) AND THE FDOT STANDARD INDEX.
- CONTRACTOR SHALL PREPARE AND SUBMIT THEIR OWN TRAFFIC CONTROL PLAN (TCP) AS REQUIRED TO OBTAIN, IMPLEMENT, AND COMPLY WITH THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) AND THE FDOT STANDARD INDEX. THE TCP SHALL BE APPLICABLE TO THE REQUIRED WORK. THE TCP SHALL BE PHASED AS REQUIRED BY THE WORK SEQUENCE TO MINIMIZE DISRUPTION TO THE TRAFFIC. MODIFICATIONS CAN BE MADE TO THESE INDEXES AS LONG AS THE CHANGES COMPLY WITH THE MUTCD AND FDOT DESIGN STANDARDS.
- CONTRACTOR SHALL IDENTIFY THE LOCAL AGENCIES HAVING JURISDICTION FOR THE WORK AREAS REQUIRING IMPLEMENTATION OF TCP, ORGANIZE CLOSURE AGREEMENTS, OBTAIN NECESSARY PERMITS, AND OBTAIN APPROVAL FROM THE APPLICABLE AGENCY ROADWAY, LANE, AND SIDEWALKS CLOSURE NOTIFICATION PROCEDURES WITHIN THE AGENCY'S ACCEPTABLE LEAD TIMES.
- CONTRACTOR IS TO PREPARE AND PRESENT TO THE UNITED PUBLIC AND INSURERS SUPERVISORS A PUBLIC INFORMATION POWER POINT PRESENTATION REGARDING THIS PROJECT, THE PROPOSED SCHEDULE, THE PROPOSED ROAD CLOSURES AND TRAFFIC SEQUENCING.
- UPON AGENCY REQUESTS, THE CONTRACTOR SHALL PROVIDE A COPY OF THE FINAL PERMITTED PLANS.
- THE CONTRACTOR SHALL PROVIDE THE AGENCIES WITH THE NAME OF THE PERSON ON THE CONTRACTOR'S STAFF DESIGNATED TO BE RESPONSIBLE FOR THE IMPLEMENTATION OF ALL PHASES OF THE PROJECT TO THE BEGINNING OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING FORMAL NOTIFICATIONS AND SHALL IMMEDIATELY REPLACE ALL EQUIPMENT AND DEVICES NOT IN COMPLIANCE WITH THE MUTCD AND FDOT STANDARD INDEX. THE CONTRACTOR SHALL BE ADVISED OF THE SCHEDULE OF THE INSPECTIONS AND BE GIVEN THE OPPORTUNITY TO JOIN IN THE INSPECTION CONDUCTED AT NIGHT. THE COUNTY SHALL BE ADVISED OF THE SCHEDULE OF THE INSPECTIONS AND BE GIVEN THE OPPORTUNITY TO JOIN IN THE INSPECTION CONDUCTED AT NIGHT.
- CONSTRUCTION WORK HOURS AND CLOSURES SHALL BE WITHIN MONDAY - FRIDAY FROM 7:30AM - 4:30PM.
- WORK WITHIN LANE CLOSURES AND CLEAR ZONES, WITH EXCEPTION OF THE HDD PIT LONG TERM CLOSURES, SHALL BE LIMITED TO THAT WHICH THE CONTRACTOR CAN REMOVE DURING THE DAY. THE CONTRACTOR SHALL MAINTAIN THE REQUIREMENTS OF FDOT STANDARD INDEX 102-500.
- ANY DROP-OFF CONDITION WITHIN A WORK ZONE THAT IS CREATED AND NOT RESTORED WITHIN THE SAME CONTINUOUS/ACTIVE WORK PERIOD SHALL BE SUBJECT TO THE USE OF BARRIER (LOW PROFILE PER FDOT INDEX 412).
- CONTRACTOR SHALL COORDINATE WITH ADJACENT COMMERCIAL PROPERTIES TO MINIMIZE IMPACT TO THEIR BUSINESS.
- THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE FOR ALL PHASES OF CONSTRUCTION.
- CONTRACTOR SHALL RECONSTRUCT ALL DISTURBED AREAS FOR WORK ZONES REQUIRING CLOSURES/DETOURS PRIOR TO PROCEEDING TO ANY OTHER AREA THAT REQUIRES A LANE CLOSURE.
- SHORT TERM STOPPING OR PARKING OF A VEHICLE OR PLACING ANYTHING ELSE NEXT TO THE WORK AREA AND WITHIN THE CLEAR ZONE (FOR EXAMPLE, A TRUCK OR TRAILER) SHALL BE PROHIBITED. ALL CONSTRUCTION EQUIPMENT AND MATERIAL NOT IN USE SHALL BE PLACED OUTSIDE OF THE CLEAR ZONE AS DEFINED BY FDOT STANDARD INDEX 102-500.
- WHENEVER CONSTRUCTION EQUIPMENT IS BEING DRIVEN OR TRANSPORTED ON OPEN TRAVEL LANES OR A MOBILE CONSTRUCTION OPERATION IS OCCURRING, THE CONTRACTOR SHALL UTILIZE FDOT STANDARD INDEX 102-607.
- THE EXISTING POSTED SPEED LIGHT IS TO BE MAINTAINED ON ALL ROADS THAT ARE OPEN DURING CONSTRUCTION.
- ANY EXISTING STREET AND ROAD NAME SIGNS THAT ARE IMPACTED BY CONSTRUCTION ARE TO BE TEMPORARILY RELOCATED AND LEFT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLE TRAFFIC. RELOCATED SIGNS SHALL BE RETURNED TO THEIR ORIGINAL LOCATION WHEN NO LONGER IMPACTED BY THE CONSTRUCTION.
- EXISTING SIGNS SHALL BE MAINTAINED AT ALL TIMES. DURABLE OPAQUE SHEET OVERLAY PANELS SHALL BE USED TO COVER INAPPROPRIATE INFORMATION ON SIGNS. SIGNS SHALL BE MAINTAINED IN GOOD CONDITION AND REPAIRED IMMEDIATELY IF DAMAGED. SIGNS SHALL BE REPAIRED WITH DURABLE FABRIC OR PLASTIC FILM WILL BE ALLOWED. IF SIGNS ARE DAMAGED BY THE WORK, THE CONTRACTOR IS REQUIRED TO REPLACE THEM PROMPTLY IN ACCORDANCE WITH CURRENT APPLICABLE MUTCD, FDOT, OR CITY STANDARDS AT NO ADDITIONAL COST.
- IF SIGNS ARE DAMAGED DUE TO WORK ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM PROMPTLY IN ACCORDANCE WITH CURRENT COUNTY OR FDOT STANDARD SPECIFICATIONS AT NO ADDITIONAL COST TO THE DEPARTMENT.
- ALL SIGNS, WITH THE EXCEPTION OF FLAGGING AND ROAD CLOSED SIGNS, SHALL BE POST HOURS.
- ALL REFLECTIVE PAVEMENT MARKINGS, EXISTING AND TEMPORARY, SHALL BE MAINTAINED DURING CONSTRUCTION UNLESS OTHERWISE NOTED.



- KEY MAP**
- PHASE 1 - TEMPORARY SHOULDER CLOSURE**
 1. MAINTAIN EXISTING TRAVEL LANES. MAINTAIN POSTED SPEED LIMITS FOR TRAVEL LANES.
 2. INSTALL SHOULDER CLOSURES AS PER FDOT INDEX 102-502.
 3. CONSTRUCT UTILITY IMPROVEMENTS.
 4. RESTORE DISTURBED AREA AT THE END OF THE WORK PERIOD.
 5. REMOVE TRAFFIC CONTROL DEVICES TO ALLOW TRAFFIC TO UTILIZE RESTORED TRAVEL LANES.
- PHASE 2 - TEMPORARY SHOULDER CLOSURE**
 1. MAINTAIN EXISTING TRAVEL LANES. MAINTAIN POSTED SPEED LIMITS FOR TRAVEL LANES.
 2. INSTALL SHOULDER CLOSURES AS PER FDOT INDEX 102-502.
 3. CONSTRUCT UTILITY IMPROVEMENTS.
 4. RESTORE DISTURBED AREA AT THE END OF THE WORK PERIOD.
 5. REMOVE TRAFFIC CONTROL DEVICES TO ALLOW TRAFFIC TO UTILIZE RESTORED TRAVEL LANES.

NO.	BY	DATE	SYMBOL	REVISIONS

DESIGNER	LPT	DESIGN ENGINEER
DRAWN BY	RM	LOC P. TRUONG, P.E.
CHECKED BY	RM	FLORIDA REGISTRATION NO. 12005
DATE	JANUARY 2025	85709



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

Master Construction Agreement No: 23-MCA-TBL-17941

Table of Contents

ARTICLE I CONTRACT DOCUMENTS.....	4
1.1 The Contract Documents	4
1.2 Definitions.....	5
1.3 Ownership of Contract Documents.....	7
ARTICLE II THE WORK.....	7
2.1 Project Description.....	7
2.2 Labor and Materials	7
2.3 Project Sequencing/Arrangement.....	8
2.4 Payment of Costs	8
2.5 Cleaning the Jobsite	8
2.6 Reporting Requirements	8
2.7 Title and Risk of Loss	8
2.8 Access to Work.....	8
2.9 Utilities.....	8
2.10 Existing Utility Lines	9
2.11 Taxes	9
2.12 Publicity and Advertising.....	9
2.13 County Furnished Items	9
ARTICLE III CONTRACT TIME	9
3.1 Contract Term	10
3.2 Contract Time	10
3.3 Time is of the Essence	10
3.4 Substantial Completion.....	10
3.5 Final Inspection.....	10
3.6 Liquidated Damages	11
3.7 Disclaimer of Consequential Damages	11
ARTICLE IV CONTRACT PRICE AND PAYMENT.....	11
4.1 Contract Price.....	11
4.2 Pricing Proposal	12
4.3 Measurement and Payment	12
4.4 Progress Payments	13
4.5 Application for Payment	13

4.6	Withheld Payment.....	14
4.7	Final Payment	15
ARTICLE V CONTRACTOR RESPONSIBILITIES		15
5.1	Performance	15
5.2	Authorized Representative.....	16
5.3	Environmental, Safety and Health	16
ARTICLE VI PROJECT MANAGER		17
6.1	Project Manager Responsibilities.....	17
6.2	Field Orders	18
ARTICLE VII SUBCONTRACTORS		18
7.1	Award of Subcontracts.....	18
ARTICLE VIII CONTRACT DISPUTES/CLAIMS		18
8.1	Contract Claims.....	18
ARTICLE IX CHANGES IN THE WORK.....		19
9.1	General.....	19
9.2	Changes in the Contract Time.....	20
9.3	Changes in the Contract Price	20
9.4	Acceptance of Change Orders.....	21
9.5	Notice to Sureties	21
9.6	Differing Site Conditions	21
ARTICLE X UNCOVERING WORK, STOPPING WORK,		21
AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK		21
10.1	Uncovering Work.....	21
10.2	Right to Stop Work	22
10.3	County May Accept Defective or Nonconforming Work.....	22
ARTICLE XI CONTRACT SUSPENSION AND TERMINATION		22
11.1	Suspension	22
11.2	Termination.....	22
11.3	Cancellation of Task Orders	23
ARTICLE XII WARRANTY AND INDEMNITY.....		23
12.1	Warranty	23
12.2	Indemnity	24
ARTICLE XIII INSURANCE AND BONDS.....		25
13.1	Contractor's Insurance Requirements.....	25
13.2	Additional Insured Endorsements and Certificate Holder	25
13.3	Workers Compensation.....	26
13.4	Commercial General Liability	26
13.5	Automobile Liability.....	26
13.6	Additional Coverages.....	26
13.7	Other Requirements	27

13.8 Payment and Performance Bonds27

ARTICLE XIV MISCELLANEOUS 27

14.1 Independent Contractor.....27

14.2 Examination of Contractor’s Records28

14.3 Backcharges28

14.4 Applicable Law28

14.5 Governing Law & Venue.....28

14.6 Assignment28

14.7 Severability28

14.8 Section Headings.....28

14.9 Disclaimer of Third-Party Beneficiaries28

14.10 Waiver; Course of Dealing29

14.11 No Waiver of Sovereign Immunity.....29

14.12 Execution in Counterparts.....29

14.13 Entire Contract29

14.14 Survival.....29

14.15 Employment Eligibility and Mandatory Use of E-Verify29

14.16 Equal Employment Opportunity30

14.17 Public Records31

14.18 Anti-Bribery31

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.....31

14.20 Written Notice.....32

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS 34

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN 35

This Master Construction Agreement ("Contract") is made this 19th day of April, 2023 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **T B LANDMARK CONSTRUCTION, INC.** ("Contractor"), a company authorized to do business in the State of Florida, with its principal offices located at: 11220 New Berlin Rd, Jacksonville, FL 3226, Phone: (904) 591-5801, and E-mail: madams@tblandmark.com, for **RFQ: 23-21; UTILITY REHABILITATION/CONSTRUCTION SERVICES** 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, are hereby incorporated herein, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Amendments to this Agreement;
- b) Fully Executed Task Orders;
 - a. Notice to Proceed;
 - b. Public Construction Bond, as applicable;
 - c. Field Orders signed by County's Project Manager;
- c) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – APPENDIX II TO PART 200, TITLE 2 DATED 3/29/2023
- d) Insurance furnished by the Contractor
- e) RFQ Documents and Bid Forms with all addenda thereto for RFQ No. 23-21

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 Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

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

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

1.2 Definitions

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

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

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

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

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute as the cost ceiling for all authorized Task Orders, as may be amended by Contract Amendment. 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 each Task Order executed by the County, 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 a Task Order and 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 Lump Sum: Compensation method of payment where the County agrees to pay the Contractor a fixed price for the scope of work.

1.2.12 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.

1.2.13 Not-to-Exceed: Compensation method of payment where the County agrees to pay the Contractor for the actual hours worked to perform the scope of work, up to a maximum amount.

1.2.14 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.

1.2.15 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.

1.2.16 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.

1.2.17 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.

1.2.18 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.

1.2.19 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.

1.2.20 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.

1.2.21 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.

1.2.22 **Task Order:** A separate written order to Contractor executed by the County, issued after execution of this Contract, authorizing Contractor to commence construction Work. Task Orders shall document the scope of work, price, payment schedule, performance schedule, and deliverables to be completed under the terms of this Contract. The County will compensate Contractor through a lump sum and/or not-to-exceed Task Order.

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 Contractor will perform specified Utility Rehabilitation/Construction Services on an as needed basis. The following is a general description of the work that will be performed within the awarded work categories:

2.1.1 Work Category #2 Water, Wastewater, and Reclaimed Water Pipelines

Project services shall include but are not be limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the installation or relocation of SJCUD water, wastewater, and reclaimed water pressure mains and wastewater collection mains via open cut including valves, air release valves, fittings, manholes, gravity sewer pipe with and without lateral connections, and ancillary equipment such as locate wires and boxes.

2.1.2 Work Category # 4 Horizontal Directional Drilling (HDD) and Connections

Project services shall include but are not limited to furnishing all labor, materials, equipment, rentals, and subcontractors necessary for the fusing and installation of SJCUD water, wastewater, and reclaimed water pressure mains in locations where the open cut method is not possible or is impractical. Contractor is required to manage and dispose of their drill mud in accordance with all applicable local, state and federal environmental laws. Contractor must also install pipe using the open cut method to install valves, air release valves, fittings, restrainers, make connections as needed and identified on drawings, and ancillary equipment such as locate wires and boxes.

The exact nature and magnitude of the services to be performed shall be defined at the time that work is awarded by Task Order. Work shall be authorized on an as-needed basis through executed Task Orders, as determined by the County in accordance with the RFQ.

2.2 Labor and Materials

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

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

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

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

2.3 Project Sequencing/Arrangement

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

2.4 Payment of Costs

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

2.5 Cleaning the Jobsite

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

2.6 Reporting Requirements

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

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

2.7 Title and Risk of Loss

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

2.8 Access to Work

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

2.9 Utilities

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

2.10 Existing Utility Lines

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

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

2.11 Taxes

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

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of 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 Term

3.1.1 Initial Contract Term, unless otherwise terminated, shall continue in full force and effect through December 31, 2028. An additional extension may be granted to allow time for procuring a new solicitation as determined by the County.

3.2 Contract Time

3.2.1 Contractor shall commence the Work and shall substantially and finally complete all Work as described in each individual Task Order. If the Work authorized under an individual Task Order is scheduled to be completed after the expiration of this Agreement, Contractor agrees to continue to complete such Work upon the same terms and conditions as contained in this Agreement until the project is completed. Contractor shall be compensated for such Work in accordance with the individual Task Order.

3.2.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor's schedule for completing the Task Order 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 required to be performed under the applicable Task Order. 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 3.2.1 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.

3.3 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.

3.4 Substantial Completion

3.4.1 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.

3.4.2 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.

3.4.3 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.

3.4.4 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.

3.5 Final Inspection

When all the Work under a Task Order 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 Task Order Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.6 Liquidated Damages

3.6.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.6.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

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

Original Task Order Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000.....	\$964
\$250,000 but less than \$500,000.....	\$1,241
\$500,000 but less than \$2,500,000.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 (plus 0.00005 of any amounts over \$20 million (Round to nearest whole dollar))

3.6.3 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.

3.7 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 is an indefinite-quantity Contract for construction services. The County makes no representations or guarantees as to the quantity or value of the Work to be performed. Performance of construction services shall be made only as authorized by Task Order issued by the County. The maximum amount set forth in each individual Task Order ("Contract Price") shall not exceed **five hundred thousand dollars and zero cents (\$500,000.00)**, without prior written authorization

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

4.1.2 The Cost Ceiling for this contract shall not exceed **one million five hundred thousand dollars and zero cents (\$1,500,000.00)**. Changes to the Cost Ceiling will be addressed on an as needed basis as determined by the County through an amendment.

4.2 Pricing Proposal

4.2.1 Pricing Proposals will be requested on an as needed basis in accordance with the RFQ requirements. Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Pricing Proposal allocating the Contract Price to the various portions of the Work. Contractor's Pricing Proposal 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 Pricing Proposal 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 Pricing Proposals shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Pricing Proposal must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Pricing Proposal 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 Pricing Proposal shall include at a minimum:

- a) A breakout of the scope of services required to satisfactorily complete the project, as determined by the County;
- b) A breakout of the costs required to complete the project, including any and all materials, equipment rental, labor, permitting fees, all sub-contractors' proposals associated with the project, or other costs associated with performing the work; and
- c) A proposed schedule for completing the required work.
- d) The pricing proposal must be on company letterhead, dated, and signed by an authorized representative of the Contractor. Proposals shall include the following contact information: phone number, physical address and email address for Task Order communication with County staff.

4.2.5 Markup for costs of materials, subcontractors, rentals, and contract performance payment bonds (when applicable) shall not exceed the following limits:

- a) Materials cost shall not exceed actual incurred cost plus maximum 15% markup.
- b) Subcontractors costs shall not exceed actual incurred cost plus maximum 5% markup.
- c) Rental costs shall not exceed actual incurred cost plus maximum 5% markup.
- d) Contract Performance and Payment Bond Cost shall not Exceed 2% of the total project cost. No markup is authorized for Performance and/or Payment Bonds.

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

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and

computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

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

4.4 Progress Payments

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

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

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

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

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

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

4.4.6 Projects with a duration of less than sixty (60) days for completion will be paid upon project completion and acceptance by the County.

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 Pricing Proposal;
- f) Original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

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

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

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

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

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

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

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

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

4.6 Withheld Payment

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

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;

- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

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

4.7 Final Payment

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

- a) Complete all items applicable to the Work identified in Paragraph 3.4.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.4.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

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

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

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

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

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

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

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest

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

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

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

5.2 Authorized Representative

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

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

5.3 Environmental, Safety and Health

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

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

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

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

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

subcontractors and suppliers of any tier.

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

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

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

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

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

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

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

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

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

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

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

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

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

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

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

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

6.2 Field Orders

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

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

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

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

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

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

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

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

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

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

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

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

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

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

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 8.2 and 8.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20)

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

9.2 Changes in the Contract Time

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

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

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

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

9.3 Changes in the Contract Price

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

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

- a) By mutual acceptance of a lump sum or not-to-exceed 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.

9.4 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 Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 8.6 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 8.3 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 10.2.4 above.

11.3 Cancellation of Task Orders

11.3.1 The County may, by written notice to the Contractor, terminate a Task Order under this Contract in whole or in part at any time for the County's convenience or for the default of the Contractor. This includes before and after execution of Task Orders. The Contractor is to stop all work upon receipt of written notification of the termination of a Task Order.

If the termination of the Task Order occurs after work has commenced, 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.

If Task Order is terminated before Task Order is fully executed, no cost shall be reimbursed to the Contractor

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract

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

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

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

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

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

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

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

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

12.2 Indemnity

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

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

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff,

employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

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

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

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

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

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

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

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

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

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

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

13.2 Additional Insured Endorsements and Certificate Holder

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

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

13.3 Workers Compensation

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

13.4 Commercial General Liability

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

13.5 Automobile Liability

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

13.6 Additional Coverages

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

13.6.1 Professional Liability.

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

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

13.6.2 Builders Risk for New Vertical Build Projects

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

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

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).

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

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

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

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

13.8 Payment and Performance Bonds

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

Payment and Performance Bond requirement will be reviewed at the individual Task Order level. Payment and Performance Bond requirement may be waived for Task Orders that are \$100,000.00 or less with approval of the Assistant Director of Purchasing & Contracts and the County Administrator. The waiver of a bond relieves the Contractor of the requirement of posting a Payment and Performance bond in accordance with Florida Statutes §255.05.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing

this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

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

14.3 Backcharges

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

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

14.4 Applicable Law

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

14.5 Governing Law & Venue

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

14.6 Assignment

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

14.7 Severability

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

14.8 Section Headings

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

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under

or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

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

14.11 No Waiver of Sovereign Immunity

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

14.12 Execution in Counterparts

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

14.13 Entire Contract

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

14.14 Survival

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

14.15 Employment Eligibility and Mandatory Use of E-Verify

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

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any

contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

14.16 Equal Employment Opportunity

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

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

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

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 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

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

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

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

14.18 Anti-Bribery

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

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

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

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

14.20 Written Notice

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

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

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

T B Landmark Construction, Inc.
11220 New Berlin Rd
Jacksonville, FL 32226
Attn: Robin Thigpen
Email Address: rthigpen@tblandmark.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

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]
(Signature of Authorized Representative)

Leigh A. Daniels
(Printed Name)

Purchasing Manager
(Title)

4/19/23
(Date of Execution)

Contractor:

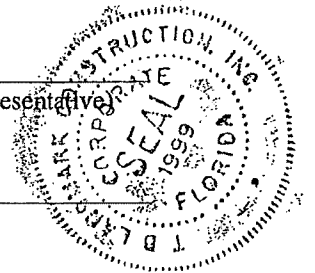
T B Landmark Construction, Inc. (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

Martin Adams
(Printed Name)

General Manager
(Title)

4/11/2023
(Date of Execution)



ATTEST:

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

By: [Signature]
(Deputy Clerk)

4/19/2023
(Date of Execution)

Legally Sufficient:

[Signature]
(Office of County Attorney)

4/20/23
(Date of Execution)



FORM 1
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	23-MCA-TBL-17941
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

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.: 23-MCA-TBL-17941	Contractor Name:
Project:	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

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

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

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

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

None

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

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

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

From: [Bryan Matus](#)
To: [Marty Adams](#)
Cc: [Justin Newell](#); [James Galley](#)
Subject: Executed Contract: 23-21 Utility Rehabilitation/Construction Services - T B Landmark
Date: Tuesday, May 16, 2023 11:37:23 AM
Attachments: [23-21 Executed Contract - TB landmark.pdf](#)
[image001.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)

Good morning,

Attached you will find your copy of the fully executed Contract. As a reminder, when you are requested to submit a pricing proposal, please ensure the pricing proposal incorporates the following:

- Proposal must be on company letterhead, dated, signed by an authorized representative of the Contractor, and must provide contact information including phone number, physical/mailling addresses, and email address.
- A complete description of the scope of work required to satisfactorily complete the project, as determined by the County;
- A breakout of the costs required to complete the project, including any and all materials, equipment rental, labor, permitting fees, all sub-contractors' proposals associated with the project, or other costs associated with performing the work; and
- A proposed schedule for completing the required work.
- Markup for costs of materials, subcontractors, rentals (when applicable) shall not exceed the following limits:
 - Maximum Materials Markup 15%
 - Maximum Sub-contractors Markup 5%
 - Maximum Rented Equipment Markup 5%
- Cost for Public Construction Bond (when applicable) shall not Exceed 2% of the total project cost. No markup is authorized for Public Construction Bonds.

Thank you for participating in the RFQ process.

Bryan Matus

Senior Purchasing Coordinator

Purchasing Division

St. Johns County Board of County Commissioners

500 San Sebastian View, St. Augustine, FL 32084

Direct: (904) 209-0148 | Main: (904) 209-0150 | www.sjcfl.us



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public