RESOLUTION NO. 2026 - 357

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD IFB NO. 2958; FOUR MILE ROAD AND SR16 INTERSECTION IMPROVEMENTS FDOT – FPN #210253-9-54-01 TO HALIFAX PAVING, INC., AND TO EXECUTE AN AGREEMENT FOR THE COMPLETION OF THE PROJECT.

RECITALS

WHEREAS the County identified the need to construct improvements for the intersection of Four Mile Road and SR16 in St. Johns County.

WHEREAS the County's project consists of include the widening and reconstruction of roadway, construction of U-turn operation, milling and resurfacing, curb and gutter construction, sidewalk and ADA compliant pedestrian improvements, drainage system mod and adjustments.; and

WHEREAS, through the County's formal Invitation for Bids (IFB) process, Halifax Paving, Inc. was the lowest, responsive, responsible bidder, at a lump sum bid price of $1,220,000.00; and

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

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award IFB No. 2858 to Halifax Paving, Inc. as the lowest, responsive, responsible Bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for the completion of the project as specifically provided in Bid No: 2958.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of November, 2026.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Clay Murphy
Clay Murphy, Chair

Rendition Date NOV 03 2026

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

By: Crystal Smith
Deputy Clerk

ST. JOHNS COUNTY FLORIDA

MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

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This Master Construction Agreement ("Contract") is made as of this date of _____, 2026 (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 **HALIFAX PAVING, INC.** ("Contractor"), a company authorized to do business in the State of Florida, with its principal offices located at: 870 Hull Road, Ormond Beach, FL 32174 Phone: 386-676-0200, and E-mail: Joey@Halifaxpaving.net, for **IFB No: 2958; Four Mile Road & SR 16 Intersection Improvements FDOT-FPN #210253-9-54-01** hereinafter referred to as the "Project". When referenced together, the County and Contractor shall collectively be referred to as the Parties.

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

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

a) Fully Executed Change Orders and Amendments to this Agreement;
b) Field Orders signed by County's Project Manager;
c) Notice to Proceed;
d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
   i. Exhibit A – Scope of Work
   ii. Exhibit B – Plans
   iii. Exhibit C – Drainage Calculations
   iv. Exhibit D – Geotech Report
   v. Exhibit E – Mast Arm Design Assembly
   vi. Exhibit F – State fund grant agreement
e) Bonds and Insurance furnished by the Contractor in accordance with Article XIII herein;
f) BidDocuments and Bid Forms with all addenda thereto for Bid No. 2958

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-licencing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor's Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which

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

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

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

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

1.2 Definitions

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

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

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

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

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County

and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work;

provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

The Contractor shall be responsible for providing any and all materials, equipment, and transportation necessary to complete all Work for the improvement of Four Mile Road and SR16 Intersection. This project includes but not limited to widening and reconstruction of roadway, construction of U-turn operation, milling and resurfacing, curb and gutter construction, sidewalk and ADA compliant pedestrian improvements, drainage system mod and adjustments. This project shall be in accordance with the FY 2025-2026 edition of the Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD").

2.2 Labor and Materials

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

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

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

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

2.3 Project Sequencing/Arrangement

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

2.4 Payment of Costs

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

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall

restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

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

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

2.7 Title and Risk of Loss

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

2.8 Access to Work

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

2.9 Utilities

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

2.10 Existing Utility Lines

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

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

2.11 Taxes

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

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

8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

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

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

2.13 County Furnished Items

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

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

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

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **one hundred eighty (180)** consecutive calendar days as may be extended pursuant to Paragraph 9.2 of this Contract. Final Completion shall be reached within **thirty (30)** consecutive calendar days after Substantial Completion.

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

3.2 Time is of the Essence

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

3.3 Substantial Completion

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

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

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

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

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

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

3.4 Final Inspection

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

3.5 Liquidated Damages

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

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **$1,665** per day for each and every calendar day of unexcused delay "Liquidated Damages". The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

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

3.6 Disclaimer of Consequential Damages

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

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 This Contract is a LUMP SUM Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein a total Lump Sum price of **One Million Two Hundred Twenty Thousand Dollars and Zero Cents ($1,220,000.00)**, the "Contract Price". The cost of any item of Work not covered by a specific Lump Sum shall be included in the Lump Sum price to which the item is most applicable.

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

4.2 Schedule of Values

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

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

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

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

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

4.3 Measurement and Payment

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

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

4.4 Progress Payments

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

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

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

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

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

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

4.5 Application for Payment

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

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

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

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

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

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

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

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

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

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

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

4.6 Withheld Payment

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

a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 12.2 below;
c) Contractor fails to pay Subcontractors or others in full and on-time;
d) Contractor fails to submit schedules, reports, or other information required under the Contract;
e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
g) Defective or nonconforming Work is not remedied; or
h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

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

4.7 Final Payment

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

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

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

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

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

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

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

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

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

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

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

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

5.2 Authorized Representative

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

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

5.3 Environmental, Safety and Health

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

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

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

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

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

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

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

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

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

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

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

6.2 Field Orders

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

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

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

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

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

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

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 s hall submit a Contract Claim as provided herein.

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

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

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

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

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

ARTICLE IX CHANGES IN THE WORK

9.1 General

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

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

9.2 Changes in the Contract Time

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

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

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 9.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

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

9.3.2.5 Force Majeure Events

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

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

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

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

9.3 Changes in the Contract Price

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

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

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

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

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

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

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

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

9.4 Acceptance of Change Orders

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

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval. The Contractor is to provide certification from the surety that the amount of a change order has been incorporated into the bond to cover the additional scope of work and/or cost associated with the Change Order.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to

the Purchasing Director for determination in accordance with the provisions of Paragraph 1.1.6. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

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

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

10.1 Uncovering Work

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

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

10.2 Right to Stop Work

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

10.3 County May Accept Defective or Nonconforming Work

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

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

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

notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

11.2 Termination

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

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

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

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

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

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

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

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

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction

that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

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

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

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution 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 Statues, 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 Statues, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

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

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

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

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

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

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

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

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

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

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

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers,

employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
4040 Lewis Speedway
St. Augustine, FL 32084
Attn: Purchasing Department

13.3 Workers Compensation

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

13.4 Commercial General Liability

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

13.5 Commercial Automobile Liability

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

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 13.6 WILL APPLY TO THIS CONTRACT.

13.6.1 ☐ Professional Liability.

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

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

13.6.2 ☐ Builders Risk.

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

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

13.6.2.3 The Builder's Risk insurance shall:

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

b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).

d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

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

13.7 Other Requirements

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

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

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

13.8 Payment and Performance Bonds

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

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

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

14.2 Examination of Contractor's Records

The County or its authorized representative shall 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 for a period of five (5) years after final payment under this Contract, or the timeframe by which the County is subject to audit or examination of records from a granting agency, if applicable, whichever is longer. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

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

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

14.4 Applicable Laws

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

14.5 Governing Law & Venue

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

14.6 Assignment

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

14.7 Severability

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

14.8 Section Headings

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

or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

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

14.10 Waiver; Course of Dealing

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

14.11 No Waiver of Sovereign Immunity

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

14.12 Execution in Counterparts

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

14.13 Entire Contract

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

14.14 Survival

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

14.15 Employment Eligibility and Mandatory Use of E-Verify

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

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.

b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. The Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.

14.16 Equal Employment Opportunity

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

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

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

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

14.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments 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 the rules, regulations, and relevant orders of the Secretary of Labor.

14.16.6 Contractor will furnish all information and reports required 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, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to

the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

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

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

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

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

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

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

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

14.18 Anti-Bribery

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

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

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

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel,

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

14.20 Compliance with Florida Statute 287.138

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

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

14.21 Written Notice

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

i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or

ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
4040 Lewis Speedway
St. Augustine, FL 32084
Attn: Leigh Daniels
Email Address: ldaniels@sjcfl.us

Halifax Paving, Inc.
Address: 870 Hull Road
Ormond Beach, FL 32174
Attn: Joseph L. Durrance
Email Address: Joey@Halifaxpaving.net

With a copy to:

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

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

****

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

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

_____
(Printed Name)

_____
(Title)

_____
(Date of Execution)

Contractor:

Halifax Paving, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

_____
(Printed Name)

_____
(Title)

_____
(Date of Execution)

Legally Sufficient:

_____
(Office of County Attorney)

_____
(Date of Execution)

FORM 1

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Contract No.	
Project Title:	

The undersigned Contractor hereby swears under penalty of perjury that:

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

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

Subcontractor Name and Address	Date of Disputed Invoice	Amount in Dispute

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

Dated _____, 20__

Contractor _____

By: _____
(Signature)

By: _____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

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

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)
My commission expires:

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	**County Department/Division:**
Contract No.:	**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.

ST. JOHNS COUNTY, FL
BID TABULATION

OPENING DATE: 9/23/2026
OPENED BY: Aldayne Harriott
VERIFIED BY: Alexandra Colbert
POSTING DATE: 9/23/2026

IFB NUMBER: 2958
AND TITLE: FOUR MILE ROAD & SR16 INTERSECTION IMPROVEMENTS FDOT-FPN # 210253-9-54-01

BIDDERS	TOTAL LUMP SUMP						
Kirby Development, Inc	$1,565,967.26						
Mastec Civil, LLC	$1,965,000.00						
Reeves Construction Company	$1,995,585.00						
DB Civil Construction, LLC	$1,579,750.00						
Besch & Smith Civil Group Inc.	$1,792,314.07						
Peticoat-Schmitt Civil Contractors, Inc.	$1,924,563.00						
JD Hindson Company	$2,307,872.30						
Halifax Paving, Inc.	$1,220,000.00						

C.W. MATTHEWS Contracting Co., Inc.	$1,471,332.00						

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

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

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS

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

DATE SUBMITTED: SEPTEMBER 23, 2026

BID PROPOSAL OF

HALIFAX PAVING, INC.
Full Legal Company Name

P.O. Box 730549
ORMOND BEACH, FL 32173-0549 386-676-0200 386-676-0803
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the IFB Documents and Specifications entitled for **IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

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

$ 1,220,000.00
Total Lump Sum Bid Price (Numerical)

ONE MILLION TWO HUNDRED TWENTY THOUSAND $ /100 Dollars
Total Lump Sum Bid Price (Amount written or typed in words)

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

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

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

No.: 1 Date Received: 7-15-24

No.: 2 Date Received: 8-10-24

No.: 3 Date Received: 8-18-24

4: 8-24-24

5: 9-2-24

6: 9-14-24

7: 9-14-24

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

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the IFB Documents as indicated above.

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

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

CORPORATE/COMPANY

Full Legal Company Name: HALIFAX PAVING, INC. (Seal)

By: _____ JOSEPH L. DURRANCE, CEO
Signature of Authorized Representative (Name & Title typed or printed)

By: Amanda L Durrance AMANDA L. DURRANCE, SECRETARY
Signature of Authorized Representative (Name & Title typed or printed)

Address: 870 HOLLY ROAD ORMOND BEACH, FL 32174

Telephone No.: (386) 676-0200 Fax No.: (386) 676-0803

Email Address for Authorized Company Representative: JOEY@HALIFAXPAVING.NET

Federal I.D. Tax Number: 59-1233559 DUNS #: 006855431
(If applicable)

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

Authorized POC: JOSEPH L. DURRANCE, CEO Email Address for POC: JOEY@HALIFAXPAVING.NET
(Name typed or printed)

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

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

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

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

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

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

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

STATE OF FLORIDA

COUNTY OF VOLUSIA

The Undersigned authority, JOSEPH L. DURRANCE ("Affiant"), who being duly sworn, deposes and states that he/she is the CEO (Title) of the Bidder HALIFAX PAVING, INC. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for **IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01**, in St. Johns County, Florida.

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

DATED this 23RD day of SEPTEMBER, 2026.

Signature of Affiant

JOSEPH L. DURRANCE
Printed Name of Affiant

CEO
Printed Title of Affiant

HALIFAX PAVING, INC.
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23RD day of SEPTEMBER, 2026, by JOSEPH L. DURRANCE, who is personally known to me or has produced _____ as identification.

AMANDA L. DURRANCE
MY COMMISSION # HH 732306
EXPIRES: January 28, 2030

Amanda L Durrance
Notary Public
My Commission Expires: 01/26/2030

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Amanda L Durrance
Signature of Secretary

HALIFAX PAVING, INC.
Full Legal Name of Corporation (Bidder)

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

Subscribed and sworn to me on this 23RD day of SEPTEMBER, 2024 by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

AMANDA L. DURRANCE
MY COMMISSION # HH 732306
EXPIRES: January 26, 2030

Amanda L Durrance
Notary Public
My Commission Expires: 01/26/2030

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

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all current licenses and certifications held.
The bidder shall attach a copy of each current license, certifications listed below to this form.
The bidder must also attach a list of any and all relevant experience within the last five (5) years with the proposed scope of work.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License			
Certified General Contractor (CGC)	CGC1510308	FL DBPR	8-31-28
Certified Underground Utility and Excavation Contractor (CUC)			
FDOT Pre-Qualification – Flexible Paving	ATTACHED	FDOT	12-30-26
FDOT Pre-Qualification – Drainage	↓		
FDOT Pre-Qualification – Pavement Marking			

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 30, 2025

HALIFAX PAVING, INC.
870 HULL ROAD
ORMOND BEACH, FLORIDA 32174

RE: CERTIFICATE OF QUALIFICATION
$872,350,000

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

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK, Concrete Traffic Separator, Curb & Gutter, Milling.

Unless notified otherwise, this Certificate of Qualification will expire **12/30/2026.**

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

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

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

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

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DURRANCE, THOMAS AUSTIN

HALIFAX PAVING INC
870 HULL RD
ORMOND BEACH FL 32174

LICENSE NUMBER: CGC1510308

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/31/2026

Do not alter this document in any form.

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

This Receipt is issued pursuant to County ordinance 87-36

2026/2027 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1030359

EXPIRES September 30, 2027

Business Type Paving & Grading

Location 860 Hull Road
Out Of Area 32174

Business Name **Halifax Paving, Inc.**

New Business
Transfer

Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

Owner Name Halifax Paving, Inc.

Mailing Address Po Box 730549
Ormond Beach, FL 32173

JENNIFER RAVAN
ST. JOHNS COUNTY TAX COLLECTOR

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

This form becomes a receipt only when validated below

Paid by receipt(s) 2025-831079 on 07/14/26 for $22.00

August 26 2026	HALIFAX PAVING, INC. CONTRACTS IN PROGRESS NAME	CLASSES OF WORK	ANTICIPATED FINISH DATE	LOCATION COUNTY	WORK DONE FOR NAME	CONTRACT AMOUNT	SUB	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	PERCENT COMPLETE	UNCOMPLETED AMOUNT TO BE DONE BY US AS PRIME CONTRACTOR	BY US AS SUBCONTRACTOR
24005	AHDB SOUTH PARKING	3,4,6,9	2025	VOLUSIA	ROBINS & MORTON	1,462,472.50	S	500,000.00	962,473	100%		0
24007	**E54B2 SR A1A ISB TO MILSAP 40 TO ROBE**	3,4,6,9	2026	VOLUSIA	**FDOT**	42,651,677.24		17,200,000.00	25,451,677	80%	**5,044,522**	
24009	**T5825 SR 5 US1 FR RIDGEWOOD TO N PC**	3,4,6,9	2025	VOLUSIA	**FDOT**	15,197,166.84		2,500,000.00	12,697,167	97%	**438,052**	
24018	TICO TIX RUNWAY 18-36	3,4,6,9	2025	BREVARD	TITUSVILLE COCOA AIR AUTH	8,772,080.75		1,000,000.00	7,772,081	100%	0	
25003	**T2A14 SR5 US1 MOULTRIE CREEK TO 207**	3,4,6,9	2026	ST JOHNS	**FDOT**	11,151,719.95		2,500,000.00	8,651,720	99%	**88,517**	
25007	SANFORD AIRPORT PARKING LOT	3,4,6,9	2026	SEMINOLE	SAA	5,979,193.08		1,000,000.00	4,979,193	76%	1,197,496	
25008	G2M01-WHITEVIEW PARKWAY IMPROVEMENTS	3,4,6,9	2026	FLAGLER	CITY OF PALM COAST	6,771,261.33		2,000,000.00	4,771,261	86%	664,160	
25018	EXALT DAYTONA	3,4,6,9	2026	VOLUSIA	Catamount Freese Johnson JV LLC	1,589,462.68		100,000.00	1,489,463	86%	205,248	
25019	ADVENT HEALTH ST AUG FSED	3,4,6,9	2026	ST JOHNS	ROBINS & MORTON	1,848,835.50	S	250,000.00	1,598,836	99%		15,988
25020	PALM COAST 145 SUBDIVISION	3,4,6,9	2027	FLAGLER	CITY OF PALM COAST	19,955,331.48		4,000,000.00	15,955,331	77%	3,618,669	
25022	PAL WAREHOUSE EXPANSION & TRAIL LOT	3,4,6,9	2027	PUTNAM	FCL BUILDERS LLC	4,381,735.39	S	1,000,000.00	3,381,735	82%		624,268
25023	UMATILLA PARKING APRON EXPANSION	3,4,6,9	2027	LAKE	CITY OF UMATILLA	1,129,822.50		200,000.00	929,823	21%	734,374	
25024	CR 315 MILL & RESURFACING	3,4,6,9	2027	PUTNAM	PUTNAM COUNTY BOCC	5,574,641.85		1,000,000.00	4,574,642	91%	426,814	
25026	BELLE TERRE SAFETY IMPROVEMENTS	3,4,6,9	2027	FLAGLER	CITY OF PALM COAST	5,871,493.95		1,000,000.00	4,871,494	42%	2,830,338	
25028	PONCE ISLAND COMMERCIAL ONSITE IMP	3,4,6,9	2027	ST JOHNS	PONCE COMMERCIAL LLC	4,133,332.02		1,000,000.00	3,133,332	39%	1,909,786	
25030	DOYLE ROAD PAVED SHLDRS	3,4,6,9	2027	VOLUSIA	VOLUSIA COUNTY	572,408.50		100,000.00	472,409	100%	0	
25031	ORL EAST RAMP REHAB	3,4,6,9	2027	ORANGE	GREATER ORL AVIATION AUTH	2,575,370.00		500,000.00	2,075,370	82%	373,982	
25032	MOSQUITO CONTROL VOLUSIA COUNTY	3,4,6,9	2027	VOLUSIA	VOLUSIA COUNTY	2,509,872.00		700,000.00	1,809,872	22%	1,410,976	
26000	FLAGLER ESTATES PAVING FY 2026	3,4,6,9	2027	FLAGLER	FLAGLER ESTATES	758,896.00		50,000.00	708,896	100%	0	
26003	PONCE ISLAND DRIVE	3,4,6,9	2027	ST JOHNS	PONCE ASSOCIATES LLC	1,830,676.50		200,000.00	1,630,677	4%	1,565,449	
26004	**T2A33 SR15(US17) AND SR20**	3,4,6,9	2026	PUTNAM	**FDOT**	6,270,148.10		1,200,000.00	5,070,148	1%	**5,022,489**	
26005	FLORIDA LOGISTICS CENTER	3,4,6,9	2027	VOLUSA	ARCO MURRAY	11,032,655.80		2,000,000.00	9,032,656	11%	8,059,839	
26006	**T5880 SR5 NOVA ROAD**	3,4,6,9	2027	VOLUSIA	**FDOT**	10,094,241.16		2,250,000.00	7,844,241	1%	**7,765,799**	
						172,114,495		**42,250,000**	**129,864,495**		**41,354,490**	**640,257**
						0.00		0.00	0	0%	0	
						0.00		0.00	0	0%	0	
	JOBS LESS THAN $500,000	3,4,6,9	2026		**VARIOUS**	**0**		**0**	**0**		**0**	**0**
						172,114,495		**42,250,000**	**129,864,495**		**41,354,490**	**640,257**
	TOTALS					**172,114,495**		**42,250,000**	**129,864,495**		**41,354,490**	**640,257**
											41,994,747	
					FDOT MAX CAPACITY RATING	**872,350,000**						
					WORK ON HAND	**42,000,000**						
					CURRENT CAPACITY	**830,350,000**						
					TOTAL FDOT WORK	18,357,379						
					TOTAL OTHER WORK	23,642,621						
					WORK ON HAND	**42,000,000**						

QUALIFICATION FORM D
EXPERIENCE OF BIDDER

NAME OF BIDDER HALIFAX PAVING, INC.

1. How many active projects are you working on? 40 Approximate dollar value total $ 225,000,000.00

2. In order of most recent/current to oldest, please provide the following information regarding experience within the **past five (5) years** in this particular scope of work. **List ONLY projects of similar scope, complexity, nature and size**. Please attach any pictures or other documentation supporting the project description. Use additional sheets if necessary.

REFERENCES CANNOT INCLUDE CURRENT CITY EMPLOYEES. FAILURE TO MEET THIS REQUIREMENT MAY RESULT IN DISQUALIFICATION AND YOUR SUBMISSION DEEMED NON-RESPONSIVE.

Project Name: E51F9 SR A1A			
Date of Contract: 5-7-24	Client's Name: FDOT STV, INC (CEI)		Contract Amount $: $4,415,909.72
Notice to Proceed Date: 7-8-24	End Date/Current: 5-19-25	Client's Phone: 917-982-1406	Client's Email: MEGILEEN.HASPEL@STVINC.COM
Project Location: FLAGLER COUNTY			
SHORT DESCRIPTION OF PROJECT: MILLING & RESURFACING			
Describe any challenges meeting project schedule: N/A			

Project Name: T5801 SR 100			
Date of Contract: 10-31-23	Client's Name: FDOT STANTEC (CEI)		Contract Amount $: $15,282,323.47
Notice to Proceed Date: 3-25-24	End Date/Current: 8-15-25	Client's Phone: 407-415-0764	Client's Email: CHARLES.LONG@STANTEC.COM
Project Location: FLAGLER COUNTY			
SHORT DESCRIPTION OF PROJECT: MILLING, RESURFACING, WIDENING, CURB & SIDEWALKS			
Describe any challenges meeting project schedule: N/A			

Project Name: T2918 SR15 - US17			
Date of Contract: 6-28-23	Client's Name: FDOT — NEWKIRK ENGINEERING (CEI)		Contract Amount $: $8,269,280.90
Notice to Proceed Date: 10-26-23	End Date/Current: 11-20-24	Client's Phone: 386-872-7794	Client's Email: BRADB@NEWKIRK-ENGINEERING.COM (BRADLEY BAUKNECHT)
Project Location: PUTNAM COUNTY			
SHORT DESCRIPTION OF PROJECT: MILLING, RESURFACING & STORM DRAINAGE			
Describe any challenges meeting project schedule: N/A			

Project Name: E5B65 SR 600 - US92			
Date of Contract: 3-13-23	Client's Name: FDOT — CSEI (CEI)		Contract Amount $: $4,554,639.24
Notice to Proceed Date: 3-17-23	End Date/Current: 1-22-25	Client's Phone: 407-948-9021	Client's Email: GSHELTON@CSEI-FL.COM (GREG SHELTON)
Project Location: VOLUSIA COUNTY			
SHORT DESCRIPTION OF PROJECT: MILLING & RESURFACING			
Describe any challenges meeting project schedule: N/A			

Project Name: T2897			
Date of Contract: 1-10-23	Client's Name: FDOT - JEACES (CEI)		Contract Amount $: $7,947,765.26
Notice to Proceed Date: 2-7-23	End Date/Current: 4-22-24	Client's Phone: 904-813-3900	Client's Email: CBEURY@JEA.NET (CHRIS BEURY)
Project Location: ST. JOHNS COUNTY			
SHORT DESCRIPTION OF PROJECT: MILLING, RESURFACING, CONCRETE & WIDENING			
Describe any challenges meeting project schedule: N/A			

MAR 30 2026	HALIFAX PAVING, INC. AIRPORT PROJECTS COMPLETED JOBS LAST 13 YRS	FINISH DATE	LOCATION COUNTY	WORK DONE FOR NAME	CONTRACT AMOUNT	SUB	AMOUNT SUBLET TO OTHERS	SUBBASE AND BASE COURSE FAA SPEC SY	ASPHALT AIRFIELD PAVING FAA SPEC TNS	PERCENT COMPLETE	PROJ TYPE	CONTACT	COMPANY	PHONE
PROJ NO	PROJECT NAME													
13001	SANFORD AIRPORT RW 9L 27R EXTENS	2014	SEMINOLE	OSAA	14,266,000		5,000,000	94800	43504	100%	AIRPORT	TRAVIS BIRD	AVCON INC	407.599.1122
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
13007	TAXIWAY C PAVEMENT & DRAINAGE	2013	PUTNAM	CITY OF PALATKA	993,020		20,000	0	3511	100%	AIRPORT	MATT SINGLETARY	PASSERO ASSOC	(904) 624-0978
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
13022	REPAIR & REPAVE ROADS KSC	2013	BREVARD	CANAVERAL CONSTR	8,589,000	S	1,187,000	0	44976	100%	KSC SECURE FACILITIES	MIKE HARKCOM	CANAVERAL CONST	321-269-4011
SCOPE	MILLING & RESURFACING BASEWORK STRIPING													
14007	STRATEGIC WEAPON SYS ASHORE	2014	BREVARD	J P DONOVAN CONSTR	54,381		5,000	0	1231	100%	KSC SECURE FACILITIES	MIKE TAYLOR	JP DONOVAN CONST	321-383-1171
SCOPE	MILLING & RESURFACING BASEWORK STRIPING													
14009	SOUTHWEST APRON REHAB	2014	BREVARD	GLF CONSTR	2,315,902	S	200,000	0	975	100%	AIRPORT	DAVID AMMON	GLF CONSTR	407-888-8481
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
14016	WEST APRON REHAB-TITUSVILLE	2014	BREVARD	GLF CONSTR	1,156,627	S	290,000	0	1427	100%	AIRPORT	DAVID AMMON	GLF CONSTR	407-888-8481
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
14017	RUNWAY 11-29 TW D & E	2014	VOLUSIA	CITY OF NEW SMYRNA	1,699,909		500,000	0	7025	100%	AIRPORT	BRIAN PENDLETON	AEC ENGINEER	321.633.3034
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
15002	REHAB RUNWAY 12-30	2015	VOLUSIA	CITY OF DELAND	3,857,225		800,000	4580	15747	100%	AIRPORT	MICHAEL CORNELL		904.224.7087
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
15014	TAXIWAY PAVEMENT REHAB	2015	ST JOHNS	ST JOHNS COUNTY	2,618,860		300,000	0	8502	100%	AIRPORT	MATT SINGLETARY	PASSERO ASSOC	(904) 624-0978
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
15015	NORTH APRON EXPANSION	2015	PUTNAM	CITY OF PALATKA	260,712		25,000	0	644	100%	AIRPORT	MATT SINGLETARY	PASSERO ASSOC	(904) 624-0978
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
15024	REHAB TAXIWAY C & D	2016	FLAGLER	FLAGLER COUNTY BOCC	1,580,960		200,000	9713	5514	100%	AIRPORT	DAN NICKOLS	GAI INC	321-319-3055
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
16003	RW 7-25 TW D NSB AIRPORT	2016	VOLUSIA	NEW SMYRNA AIRPORT	1,304,835		200,000	1367	9059	100%	AIRPORT	BRIAN PENDLETON	AEC ENGINEER	321.633.3034
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
16005	TAXIWAY H - FLAGLER	2016	FLAGLER	FLAGLER COUNTY BOCC	1,261,988		200,000	10657	3680	100%	AIRPORT	DAN NICKOLS	GAI INC	321-319-3055
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
16006	TAXIWAY "G" ORMOND	2017	VOLUSIA	CITY OF ORMOND BEACH	3,922,414		250,000	13350	5101	100%	AIRPORT	RUSS HOLIDAY	AVCON INC	407.599.1122
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
17018	RUNWAY 11-29 RELOCATE & EXT	2017	FLAGLER	FLAGLER COUNTY	12,182,893		3,700,000	83250	29554	100%	AIRPORT	DAN NICKOLS	GAI INC	321-319-3055
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
17052	DBIA TAXIWAY SIERRA	2018	VOLUSIA	COUNTY OF VOLUSIA	708,060		50,000	971	824	100%	AIRPORT	ROB HAMBRECHT	AVCON INC	321.246.0712
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
18003	DBIA TAXIWAY NOVEMBER	2018	VOLUSIA	COUNTY OF VOLUSIA	17,317,968		4,000,000	72128	48447	100%	AIRPORT	ROB HAMBRECHT	AVCON INC	321.246.0712
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
19006	TRANS AIRCRAFT PARK APRON AREA	2019	ST JOHNS	ST AUG ST JOHN AP AUTH	3,556,000		900,000	22060	7117	100%	AIRPORT	MATT SINGLETARY	PASSERO ASSOC	(904) 624-0978
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
19011	ORMOND AIRPORT HELIPORT	2019	VOLUSIA	CITY OF ORMOND BEACH	163,840		50,000	0	79	100%	AIRPORT	IRYNA S AFONG	HOYLE TANNER	407-284-7202
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
20012	SANFORD AIRPORT TW B C L	2020	SEMINOLE	SANFORD AIRPRORT AUTH	10,823,568		100,000	91000	44035	100%	AIRPORT	TRAVIS BIRD	AVCON INC	407.599.1122
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
20027	TERMINAL APRON RECONSTRUCTION	2021	ST JOHNS	ST AUG ST JOHN AP AUTH	3,219,437		1,000,000	3388	2859	100%	AIRPORT	MATT SINGLETARY	PASSERO ASSOC	(904) 624-0978
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
21004	FLAGLER AIRPORT RW 6-24 REHAB	2021	FLAGLER	FLAGLER COUNTY	8,139,652		1,000,000	10616	15875	100%	AIRPORT	DAN NICKOLS	GAI INC	321-319-3055
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
21006	SANFORD AIRPORT TW B C L PH2	2021	SEMINOLE	SANFORD AIRPRORT AUTH	10,662,379		2,000,000	79600	36500	100%	AIRPORT	TRAVIS BIRD	AVCON INC	407.599.1122
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
21029	PALATKA AIRPORT TW A	2022	PUTNAM	CITY OF PALATKA	1,094,760		300,000	4910	1730	100%	AIRPORT	MATT SINGLETARY	PASSERO ASSOC	(904) 624-0978
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
21030	SANFORD AIRPORT TW B C L PH 3	2022	SEMINOLE	SANFORD AIRPRORT AUTH	5,188,265		1,000,000	32900	16100	100%	AIRPORT	TRAVIS BIRD	AVCON INC	407.599.1122
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
21031	OSIA RW 9L TOUCHDOWN KEEL REPAIR	2021	SEMINOLE	SANFORD AIRPRORT AUTH	522,385		50,000	0	2000	100%	AIRPORT	TRAVIS BIRD	AVCON INC	407.599.1122
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
21032	UMATILLA AIRPORT	2022	LAKE	CITY OF UMATILLA	2,057,249		100,000	911	4500	100%	AIRPORT	DAN NICKOLS	GAI INC	321-319-3055
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
22002	ORMOND AIRPORT (OMN) TW B&D	2022	VOLUSIA	CITY OF ORMOND	2,230,763		500,000	3439	5034	100%	AIRPORT	IRYNA S AFONG	HOYLE TANNER	407-284-7202
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
22012	SEMINOLE CTY SHERIFF AVIATION	2022	SEMINOLE	SANFORD AIRPRORT AUTH	138,225		20,000	0	2000	100%	AIRPORT	TRAVIS BIRD	AVCON INC	407.599.1122
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
22014	TAXIWAY B REHABILITATION	2023	ST JOHNS	ST JOHNS COUNTY AP AUTH	1,852,405		500,000	0	4300	100%	AIRPORT	MATT SINGLETARY	PASSERO ASSOC	(904) 624-0978
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
22021	FLAGLER AIRPORT-TERM APRON CONST	2024	FLAGLER	FLAGLER COUNTY BOCC	911,142		200,000	3467	3900	100%	AIRPORT	IRYNA S AFONG	HOYLE TANNER	407-284-7202
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
22024	FLAGLER AIRPORT-TAXIWAY A REHAB	2024	FLAGLER	FLAGLER COUNTY BOCC	3,213,525		900,000	4650	6070	81%	AIRPORT	IRYNA S AFONG	HOYLE TANNER	407-284-7202
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
23019	PALATKA WEST TAXILANE & FUEL APRON	2024	PUTNAM	CITY OF PALATKA	840,106		200,000	8500	2972	100%	AIRPORT	MATT SINGLETARY	PASSERO ASSOC	(904) 624-0978
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
23022	EVB TAXIWAY A REHAB	2025	VOLUSIA	NEW SMYRNA AIRPORT	3,158,875		200,000	19320	4960	100%	AIRPORT	DAN NICKOLS	AVCON INC.	407-599-1122 X243
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
23027	DELAND DED TAXIWAY A REHAB	2025	VOLUSIA	CITY OF DELAND	244,808		44,000	0	612	100%	AIRPORT	DAN NICKOLS	AVCON INC.	407-599-1122 X243
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK AIRFIELD STRIPING GRASSING													

MAR 30 2026	HALIFAX PAVING, INC. AIRPORT PROJECTS COMPLETED JOBS LAST 13 YRS	FINISH DATE	LOCATION COUNTY	WORK DONE FOR NAME	CONTRACT AMOUNT	SUB	AMOUNT SUBLET TO OTHERS	SUBBASE AND BASE COURSE FAA SPEC SY	ASPHALT AIRFIELD PAVING FAA SPEC TNS	PERCENT COMPLETE	PROJ TYPE	CONTACT	COMPANY	PHONE
PROJ NO	PROJECT NAME													
23028	DELAND DED WEST APRON REHAB	2025	VOLUSIA	CITY OF DELAND	2,316,444		300,000	23437	8050	100%	AIRPORT	DAN NICKOLS	AVCON INC.	407-599-1122 X243
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
23036	PARCEL 26 AIRCRAFT PAD	2025	VOLUSIA	ERAU/DBIA	2,484,844		500,000	26080	1557	100%	AIRPORT	CARL SCHWEIZER KATHLEEN CURCIN	DBIA ERAU	386-547-1781 386-226-6355
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
23038	NFRA ST AUGUSTINE SAFETY IMPROV	2025	ST JOHNS	ENTERPRISE	57,100		5,000	0	0	100%	SAFETY IMPROVEMENTS	MATT SINGLETARY	PASSERO ASSOC	(904) 624-097
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
24001	ARFF ACCESS ROAD	2024	VOLUSIA	DBIA	156,698		25,000	630	130	100%	SAFETY IMPROVEMENTS	BRIAN THOMPSON	RS&H	904-256-2323
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
24016	SFB TERMINAL APRON REHABILITATION	2025	SEMINOLE	SANFORD AIRPORT AUTH	4,754,740		1,000,000	2900	10950	100%	AIRPORT	DOUG SAUNDERS	C&S COMPANIES	407-422-1118
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
24018	TICO TIX RUNWAY 18-36	2025	BREVARD	TITUSVILLE COCOA AIR AUTH	8,772,080		1,000,000	1818	25480	100%	AIRPORT	DAN NICKOLS	AVCON INC.	407-599-1122 X243
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
25001	SFB REHAB OF TAXIWAY A	2025	SEMINOLE	SANFORD AIRPORT AUTH	6,589,268		1,000,000	37000	14400	100%	AIRPORT	DOUG SAUNDERS	C&S COMPANIES	407-422-1118
SCOPE	MILLING & RESURFACING BASEWORK SUBBASE EARTHWORK STORM DRAINAGE AIRFIELD ELECTRICAL STRIPING GRASSING													
	COMPLETED AIRPORT JOBS			TOTAL	$153,936,382		TOTAL SQ YDS	664,429	450,411	TOT TONS				

DEC 15 2025	HALIFAX PAVING, INC. COMPLETED PROJECTS LAST 5 YEARS NAME	CLASSES OF WORK	ANTICIPATED FINISH DATE	LOCATION COUNTY	WORK DONE FOR NAME	CONTRACT AMOUNT
	COMPLETED JOBS					
20000	ERAU TEMP PRKG 1501 BELLEVIEW	3,4,6,9	2019	VOLUSIA	EMBRY RIDDLE UNIV	318,431.00
20001	THE CENTER AT DELTONA ADDL PRKG	3,4,6,9	2019	VOLUSIA	CITY OF DELTONA	428,854.00
20002	EDGEWATER RESURFACING	3,4,8,9	2020	VOLUSIA	CITY OF EDGEWATER	653,105.00
20003	DOLLAR GENERAL DELTONA	3,4,6,9	2019	VOLUSIA	FULCRUM CONSTR GRP	286,850.75
20004	**E5V18 COUNTYWIDE MAINT VOLUSIA**	3,4,8,9	2020	VOLUSIA	**FDOT**	650,900.00
20005	HAMMOCK DUNES HOA	3,4,6,9	2019	FLAGLER	HAMMOCK DUNES HOA	225,800.00
20006	DIRT ROAD TO PAVE	3,4,8,9	2020	PUTNAM	PUTNAM COUNTY	1,968,475.25
20007	TIVOLI INTERSECTION IMPROVMENTS	3,4,6,9	2019	VOLUSIA	GPS CIVIL CONSTRUCTION	144,471.00
20008	WILLOW RUN BLVD	3,4,6,9	2020	VOLUSIA	CITY OF PORT ORANGE	290,000.00
20009	ENCLAVE AT RIDGEWOOD	3,4,6,9	2020	VOLUSIA	LANDSOUTH CONSTR LLC	2,087,095.25
20010	**T5270 SR20**	3,4,8,9	2020	PUTNAM	**FDOT**	1,515,899.95
20011	**T5678 SR9 I95**	3,4,6,9	2020	VOLUSIA	**FDOT**	9,468,271.30
20012	SANFORD AIRPORT TW B C L	3,4,6,9	2020	SEMINOLE	SANFORD AIRPRORT AUTH	10,823,568.00
20013	STOR IT PH 2	3,4,6,9	2020	VOLUSIA	VANACORE HOMES	603,648.05
20014	TRACTOR SUPPLY NEW SMYRNA BCH	3,4,6,9	2020	VOLUSIA	FULCRUM CONSTR	1,105,134.75
20015	SR PERROTT EXPANSION	3,4,6,9	2020	VOLUSIA	ARCO CONSTRUCTION	285,883.00
20016	SHELTAIR AVIATION RAMP	3,4,6,9	2020	VOLUSIA	SHELTAIR DAYTONA BEACH	22,360.00
20017	CDBG NR STREET PAVING	3,4,6,9	2020	PUTNAM	MITTAUER & ASSOC	438,686.50
20019	PALATKA STREET RESURFACING	3,4,8,9	2020	PUTNAM	CITY OF PALATKA	115,087.50
20020	ERAU PRINT SHOP	3,4,6,9	2020	VOLUSIA	COLEMAN GOODEMOTE	653,105.00
20021	SEMINOLE COUNTY PAVE MANAGE	3,4,6,9	2025	SEMINOLE	SEMINOLE COUNTY	500,000.00
20022	ANTARES ALF	3,4,6,9	2020	VOLUSIA	CORE CONSTRUCTION	924,182.50
20023	ORMOND BCH SPORTS COMPLEX FLD 7	3,4,6,9	2020	VOLUSIA	AM WEIGEL	94,055.00
20024	AVIATION DRIVE RECONSTRUCTION	3,4,6,9	2020	VOLUSIA	GPS CIVIL CONSTRUCTION	70,200.00
20025	PALM COAST STREET RESURFACING	3,4,6,9	2021	FLAGLER	CITY OF PALM COAST	2,862,308.78
20026	NEW SMYRNA BCH STREET RESURFACING	3,4,6,9	2020	VOLUSIA	CITY OF NEW SMYRNA BCH	700,000.00
20027	TERMINAL APRON RECONSTRUCTION	3,4,6,9	2021	ST JOHNS	ST AUG ST JOHN AP AUTH	3,219,437.00
20028	BRIARWOOD DR, BRIARWOOD LN	3,4,8,9	2020	FLAGLER	CITY OF PALM COAST	89,410.00
20030	T-HANGER BUILDING H	3,4,8,9	2020	VOLUSIA	APM CONSTR CORP	360,000.00
20031	WICKLINE PARKING LOT	3,4,8,9	2020	FLAGLER	CITY OF FLAGLER BEACH	121,081.00
20032	EXPERIENCE ALF PORT ORANGE	3,4,6,9	2021	VOLUSIA	CORE CONSTRUCTION	1,795,621.00
20033	SPRING TO SPRING TRAIL	3,4,8,9	2021	VOLUSIA	VOLUSIA COUNTY	925,769.40
20034	DELTONA ROAD RESURFACING	3,4,6,9	2021	VOLUSIA	CITY OF DELTONA	1,000,000.00
20035	ADVENTHEALTH AT PORT ORANGE	3,4,6,9	2021	VOLUSIA	ROBINS & MORTON	1,245,882.00
20036	PUTNAM COUNTY RESURFACING	3,4,6,9	2021	PUTNAM	PUTNAM COUNTY	401,388.50
20037	OCEANSIDE COUNTRY CLUB	3,4,8,9	2020	VOLUSIA	OCEANSIDE COUNTRY CLUB	92,865.00
20038	PORT ORANGE RESURFACING	3,4,6,9	2021	VOLUSIA	CITY OF PORT ORANGE	800,000.00
20039	BALLOUGH ROAD	3,4,8,9	2020	VOLUSIA	CITY OF DAYTONA BCH	205,906.18
20029	OLD KINGS ROAD WIDENING	3,4,6,9	2021	FLAGLER	CITY OF PALM COAST	6,017,010.64
21000	WILLIAMSON TURN LANE EXT MINTO	3,4,8,9	2020	VOLUSIA	MINTO	97,996.70
21001	HOLLY HILL RESURFACING	3,4,6,9	2020	VOLUSIA	CITY OF HOLLY HILL	382,336.51
21002	**T5706 SR 44 ST JOHNS RIVER BRIDGE**	3,4,6,9	2025	VOLUSIA	**SUPERIOR CONSTR**	1,248,753.86
21003	SPRING TO SPRING TRAIL - 3B	3,4,6,9	2021	VOLUSIA	VOLUSIA COUNTY	1,987,645.00
21004	FLAGLER AIRPORT RW 6-24 REHAB	3,4,6,9	2021	FLAGLER	FLAGLER COUNTY	8,139,652.24
21005	**T5683 SR15A INTERSECTION DELAND**	3,4,8,9	2021	VOLUSIA	**FDOT**	2,891,598.42
21006	SANFORD AIRPORT TW B C L PH2	3,4,8,9	2021	SEMINOLE	SANFORD AIRPRORT AUTH	10,662,379.30
21007	LATITUDE MARGARITAVILLE	3,4,8,9	2020	VOLUSIA	MINTO	262,125.00
21008	T2699 - US 17 DUNNS CREEK	3,4,8,9	2021	PUTNAM	GLF	1,004,690.85
21009	DELTONA RESURFACING	3,4,8,9	2021	VOLUSIA	CITY OF DELTONA	1,000,000.00
21010	DIRT TO PAVE	3,4,6,9	2021	PUTNAM	PUTNAM COUNTY	475,802.50
21011	ALPHA 1 TAXIWAY C SFB	3,4,8,9	2021	SEMINOLE	WALBRIDGE	132,243.75
21012	**T5685 CR 4164 OSTEEN MAYTOWN RD**	3,4,6,9	2021	VOLUSIA	**FDOT**	1,144,139.90
21013	**T5704 SR9 I95**	3,4,6,9	2021	VOLUSIA	**FDOT**	10,173,618.64
21014	7-ELEVEN ORANGE CITY FL	3,4,6,9	2021	VOLUSIA	BRADFORD BUILDING	645,836.00
21015	GRAND RESERVE PHASE 4	3,4,6,9	2021	FLAGLER	DR HORTON	2,566,000.00
21016	CRESCENT CITY - CENTRAL AVE IMPROV	3,4,6,9	2021	PUTNAM	CITY OF CRESCENT CITY	352,050.00
21017	**E5V45** - 2FT PAVED SHOULDERS	3,4,8,9	2021	VOLUSIA	**FDOT**	942,806.30
21018	APS - FULL DEPTH RECLAMATION	3,4,6,9	2021	VOLUSIA	APS	78,500.00
21019	WHITEVIEW SUBDIVISION	3,4,6,9	2024	FLAGLER	KB HOMES	7,572,918.00
21020	EVERDE GROWERS	3,4,6,9	2021	VOLUSIA	EVERDE	128,258.00
21021	RED CLEVELAND BLVD	3,4,6,9	2021	SEMINOLE	WALBRIDGE	330,250.00
21022	NSB RESURFACING	3,4,6,9	2021	VOLUSIA	CITY OF NEW SMYRNA	746,859.00
21023	1716 RIDGEWOOD AVE	3,4,8,9	2022	VOLUSIA	DAYTONA REALTORS ASSN	221,040.00
21024	MATANZAS COVE	3,4,6,9	2022	FLAGLER	MATANZAS COVE LLC	1,804,511.75

21025	ADVENTHEALTH AT PALM COAST	3,4,6,9	2023	FLAGLER	ROBINS & MORTON	4,150,682.00
21026	TOMOKA FARMS RD LANDFILL	3,4,6,9	2022	VOLUSIA	VOLUSIA COUNTY	3,112,225.00
21027	**T2806 - SR100 INTERSECTION**	3,4,6,9	2022	PUTNAM	**FDOT**	1,325,155.22
21028	ADVENT HEALTH MOBILE MRI	3,4,6,9	2021	VOLUSIA	ROBINS & MORTON	74,025.00
21029	PALATKA AIRPORT TW A	3,4,6,9	2022	PUTNAM	CITY OF PALATKA	1,094,750.00
21030	SANFORD AIRPORT TW B C L PH 3	3,4,6,9	2022	SEMINOLE	SANFORD AIRPRORT AUTH	5,186,265.10
21031	OSIA RW 9L TOUCHDOWN KEEL REPAIR	3,4,6,9	2021	SEMINOLE	SANFORD AIRPRORT AUTH	522,385.00
21032	UMATILLA AIRPORT	3,4,6,9	2022	LAKE	CITY OF UMATILLA	2,057,249.24
21033	WALMART - ALTAMONTE	3,4,6,9	2023	SEMINOLE	CASE CONTRACTING CO.	1,542,758.00
21034	CYPRESSHEAD PAVING	3,4,6,9	2022	VOLUSIA	CYPRESSHEAD	357,845.00
22000	CAPSTONE CENTER	3,4,6,9	2022	FLAGLER	BOMAR	265,699.00
22001	ADVENT HEALTH PORT ORANGE PH2	3,4,6,9	2022	VOLUSIA	ROBINS & MORTON	850,000.00
22002	ORMOND AIRPORT (OMN) TW B&D	3,4,6,9	2022	VOLUSIA	CITY OF ORMOND	2,230,763.36
22004	**T2824 - SR100 MILL & RESURFACE**	3,4,6,9	2023	PUTNAM	**FDOT**	3,471,681.36
22005	**T5733 - SR40 MILL & RESURFACE**	3,4,6,9	2023	VOLUSIA	**FDOT**	7,395,223.42
22006	**E51A8 SR19 MILL & RESURF SIGNALS**	3,4,6,9	2023	LAKE	**FDOT**	2,535,805.13
22007	NSB FIRE STATION NO 50	3,4,6,9	2023	VOLUSIA	TCD	119,807.00
22008	PUBLIX #1837 DAYTONA BEACH	3,4,6,9	2023	VOLUSIA	HAWKINS CONST INC	794,881.50
22009	VC MEDICAL EXAMINER FACILITY	3,4,6,9	2023	VOLUSIA	WHARTON-SMITH INC	1,001,877.00
22010	ERAU ATMF	3,4,6,9	2023	VOLUSIA	COLEMAN GOODEMOATE	75,900.00
22011	GRAVES AVE TURN LANE C1798	3,4,6,9	2023	VOLUSIA	VOLUSIA COUNTY	1,128,490.35
22012	SEMINOLE COUNTY SHERIFF AVIATION	3,4,6,9	2022	SEMINOLE	SEMINOLE COUNTY	138,225.00
22013	**T5725 - SRA1A MILL RESURF SIGNALS**	3,4,6,9	2024	VOLUSIA	**FDOT**	4,146,232.45
22014	TAXIWAY B REHABILITATION	3,4,6,9	2023	ST JOHNS	ST JOHNS COUNTY AP AUTH	1,852,405.00
22015	FIRST AVENUE IMPROVEMENTS	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY	1,389,317.50
22016	**T5763 - SR A1A BEVERLY BEACH**	3,4,6,9	2023	FLAGLER	**FDOT**	1,690,094.85
22020	FLAGLER T-HANGERS	3,4,6,9	2024	FLAGLER	S E CLINE	460,350.00
22021	FLAGLER AIRPORT-TERMINAL APRON CON	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY BOCC	3,379,337.60
22022	**H5151 HURRICANE IAN EMER REPAIRS**	3,4,6,9	2023	FLAGLER	**FDOT**	5,700,865.00
22023	ST KITTS CONDO ASSN HURRICANE DAMA	3,4,6,9	2023	FLAGLER	ST KITTS CONDO ASSN	334,837.50
22024	FLAGLER AIRPORT-TAXIWAY A REHAB	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY BOCC	3,116,516.75
22025	**H5457 - EMERGENCY ACCESS RD I-95 P.O.**	3,4,6,9	2023	VOLUSIA	**FDOT**	26,000.00
23000	**T2897 SR207 FR I95 TO SR 312**	3,4,6,9	2024	ST JOHNS	**FDOT**	7,947,765.26
23001	PALATKA ROADS COPPER ROADS	3,4,6,9	2023	PUTNAM	CITY OF PALATKA	69,342.50
23003	TOMOKA ELEMENTARY - EARLY WORK	3,4,6,9	2024	VOLUSIA	WELBRO	568,397.00
23004	**E5B65 - SR600**	3,4,6,9	2025	VOLUSIA	**FDOT**	4,554,639.24
23005	KARIS INDUSTRIAL	3,4,6,9	2025	VOLUSIA	CLAYCO	20,350,562.64
23006	TALAQUAH SUBDIVISION	3,4,6,9	2024	VOLUSIA	SO STATE MGMT GRP	179,768.00
23008	OCEANSIDE COUNTRY CLUB MINI PROJECTS	3,4,6,9	2023	VOLUSIA	OCEANSIDE	17,500.00
23009	FLAGLER VILLAGE PHASE 1 & 2	3,4,6,9	2024	FLAGLER	MERITAGE HOMES-JVILLE	8,509,915.27
23010	FDOT SUNRAIL PH2 NORTH	3,4,6,9	2024	VOLUSIA	HERZOG CONTR CO	123,670.63
23011	BLUE WATER BOATS PARKING	3,4,6,9	2024	VOLUSIA	BLUEWATER MARINE	91,867.50
23012	FLAGLER ESTATES RESURFACING	3,4,6,9	2024	FLAGLER	FLAGLER ESTATES	190,530.00
23014	CR 90 STABILIZATION	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY BOCC	1,041,505.00
23015	TOMOKA ELEMENTARY - MASTER PLAN	3,4,6,9	2024	VOLUSIA	WELBRO	3,568,865.72
23016	**T2918 SR15 US17**	3,4,6,9	2024	PUTNAM	**FDOT**	8,269,280.90
23017	LOVES TRAVEL STOP ST AUGUSTINE	3,4,6,9	2024	ST JOHNS	VARGCO, LLC	6,871,059.00
23019	PALATKA WEST TAXILANE & FUEL APRON	3,4,6,9	2024	PUTNAM	CITY OF PALATKA	840,105.50
23020	THE PRESERVE	3,4,6,9	2024	FLAGLER	4Cs	336,403.00
23022	CITY NSB EVB TAXIWAY A REHAB	3,4,6,9	2025	VOLUSIA	CITY OF NEW SMYRNA BCH	3,158,875.50
23023	C-1889 VET MEM PARKWAY 23-B-135SR	3,4,6,9	2025	VOLUSIA	VOLUSIA COUNTY	3,262,964.95
23024	DOUG THOMAS WAY EXTENSION	3,4,6,9	2024	VOLUSIA	CITY OF ORMOND BEACH	908,015.00
23025	MARINELAND ACRES	3,4,6,9	2024	ST JOHNS		333,146.00
23026	ST JOHNS AVE RECONSTRUCTION	3,4,6,9	2025	PUTNAM	PUTNAM COUNTY BOCC	2,274,149.39
23027	DELAND DED TAXIWAY A REHAB	3,4,6,9	2025	VOLUSIA	CITY OF DELAND	244,807.95
23028	DELAND DED WEST APRON REHAB	3,4,6,9	2025	VOLUSIA	CITY OF DELAND	2,429,311.95
23030	WILLIAMSON & STRICKLAND	3,4,6,9	2024	VOLUSIA	BUILT RITE	120,162.00
23031	PIONEER TRL & SUGAR MILL INTERSECTI	3,4,6,9	2025	VOLUSIA	GPS CIVIL	280,280.00
23032	**T5801 SR100 BUNNELL**	3,4,6,9	2025	FLAGLER	**FDOT**	15,286,323.47
23033	COLBERT LANDING PH 1	3,4,6,9	2024	FLAGLER	MERITAGE HOMES	409,320.00
23034	DIS BACKSTRETCH SKID PAD MODS PH1	3,4,6,9	2024	VOLUSIA	DIS SPEEDWAY	327,630.00
23035	PARCEL 26 AIRCRAFT PAD	3,4,6,9	2025	VOLUSIA	ERAU	2,484,844.73
23037	DESTINATION DAYTONA RAP ROADWAY	3,4,6,9	2024	VOLUSIA	TEDDY MORSE	107,160.00
23036	NFRA ST AUGUSTINE SAFETY IMPROV	3,4,6,9	2025	ST JOHNS	STERLING ENTERPRISES	57,100.00
23039	US 1 & N OLD KINGS ROAD ROUNDABOUT	3,4,6,9	2025	FLAGLER	DR HORTON	2,389,972.00
23040	SHOPPES AT SUMMER TREES	3,4,6,9	2025	VOLUSIA	FLP52, LLC	4,025,947.00
23042	SAWMILL BRANCH & US1 TURN LANE	3,4,6,9	2025	FLAGLER	DR HORTON	517,677.75
23043	FLAGLER ESTATES	3,4,6,9	2025	FLAGLER	FLAGLER ESTATES ROAD	241,195.00
23044	C1892 DBIA PARCEL 62 MASS EXCAV	3,4,6,9	2025	VOLUSIA	VOLUSIA COUNTY	5,718,720.99
23045	ORMOND PRESBYTERIAN CHURCH	3,4,6,9	2025	VOLUSIA	ORMOND PRESBYTERIAN CH	106,050.00

23046	OLD HAW CREEK ROAD	3,4,6,9	2025	FLAGLER	FLAGLER COUNTY	6,775,473.58
24001	ARFF ACCESSS ROAD	3,4,6,9	2024	VOLUSIA	DBIA	156,698.50
24002	**E51F9 SR A1A FR OSPREY TO MARINERS**	3,4,6,9	2025	FLAGLER	**FDOT**	4,415,909.72
24003	AHDB CANCER CENTER	3,4,6,9	2024	VOLUSIA	ROBINS & MORTON	364,236.00
24004	AHDB CAMPUS ROADWAY EXPANSION.	3,4,6,9	2025	VOLUSIA	ROBINS & MORTON	1,948,190.00
24006	PUTNAM COUNTY ROAD PAVING	3,4,6,9	2025	PUTNAM	PUTNAM COUNTY BOCC	1,877,715.00
24010	GAMBLE ROGERS STATE PARK	3,4,6,9	2024	FLAGLER	DEP	538,620.00
24012	CN767- TOMOKA STATE PARK	3,4,6,9	2026	VOLUSIA	FDEP	1,347,730.00
24013	FPC PARKING LOT	3,4,6,9	2024	FLAGLER	4Cs	315,925.00
24015	GRANADA PLAZA	3,4,6,9	2025	VOLUSIA	CRUNCH	500,030.00
24016	SFB TERMINAL APRON REHABILITATIONO	3,4,6,9	2025	SEMINOLE	SAA	3,363,827.00
24017	FLAGLER VILLAGE AMENITY CENTER	3,4,6,9	2025	FLAGLER	JK2 HOLMES CONSTRUCTORS	356,704.75
24019	H5467 SRA1A HURRICANE MILTON	3,4,6,9	2025	VOLUSIA	**FDOT**	631,750.00
24020	H5474 SR472 HURRICANE MILTON	3,4,6,9	2024	VOLUSIA	**FDOT**	220,140.00
24021	H5475 I95 HURRICANE MILTON	3,4,6,9	2024	VOLUSIA	**FDOT**	204,395.00
24022	H5479 SRA1A DUNE RPR HURR MILTON	3,4,6,9	2024	VOLUSIA	**FDOT**	1,259,000.00
24023	H5488 I4&I95 EMERG REPAIR HURR MILTON	3,4,6,9	2024	VOLUSIA	**FDOT**	144,065.00
25004	MASON DAYTONA	3,4,6,9	2025	VOLUSIA	OLYMPUS CONST GRP LLC	55,500.00
25011	**T5857 SR600 (US92) AND SR44**	3,4,6,9	2025	VOLUSIA	**FDOT**	132,134.00
25017	FLAGLER ESTATES PAVING	3,4,6,9	2026	FLAGLER	FLAGLER ESTATES ROAD &	450,870.00
	COMPLETED PROJECTS LAST 5 YEARS					**303,283,568.74**

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

ATTACHMENT "D"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services
CHINCHOR ELECTRIC	SIGNALIZATION	DAN CHINCHOR	386-561-7687 DCHINCHOR@CHINCHORELECTRIC.COM	18%
ACME BARRICADES	STRIPING, SIGNS, M.O.T., BARRIER WALL	KAITLYN JOHNSON	904-882-4856 KJOHNSON@ACMEBARRICADES.COM	5%

ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **IFB No 2500; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS**

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Bidder: HALIFAX PAVING, INC

Authorized Representative(s):

Signature	Print Name/Title
[signature]	JOSEPH L. DURRANCE, CEO
Amanda L Durrance	AMANDA L. DURRANCE, SECRETARY

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

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

HALIFAX PAVING, INC. does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

9-23-26

Date

ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY

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

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

   Description of every action Captions of the Litigation or Arbitration

   Amount at issue: N/A Name (s) of the attorneys representing all parties:
   N/A

   Amount actually recovered, if any: N/A

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

2. List all pending litigation and or arbitration.
   N/A

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

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

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

   Yes ___ No X If yes, please explain in detail:
   N/A

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

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

Liquidated Damages

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

(Use additional or supplemental pages as needed)

ATTACHMENT "H"

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

I, JOSEPH L. DURRANCE ("Affiant"), being duly authorized by and on behalf of HALIFAX PAVING, INC. ("Bidder") hereby swears or affirms as follows:

1. The principal business address of Bidder is: 870 HULL ROAD ORMOND BEACH, FL 32174

2. I am duly authorized as CEO (Title) of Bidder.

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. ~~There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is N/A. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~ **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

JOSEPH L. DURRANCE, CEO
Printed Name & Title of Affiant

HALIFAX PAVING, INC.
Full Legal Name of Bidder

9-23-26
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 23RD day of SEPTEMBER, 2026 by Affiant, who is ☒ personally known to me or ☐ has produced _____ as identification.

Amanda L Durrance
Notary Public

01/26/2030
My Commission Expires

AMANDA L. DURRANCE
MY COMMISSION # HH 732306
EXPIRES: January 26, 2030

ATTACHMENT "I"
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): HALIFAX PAVING, INC.

SIGNATURE: _____

TITLE: CEO

DATE: 9-23-26

NAME OF FIRM/PARTNERSHIP/CORPORATION:

HALIFAX PAVING, INC.
870 HULL ROAD
ORMOND BEACH, FL 32174

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF VOLUSIA

I, JOSEPH L. DURRANCE, CEO (hereinafter "Affiant"), being duly authorized by and on behalf of HALIFAX PAVING, INC. (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.

2. For the duration of Contract No. 2958 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.

3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.

4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 23RD day of SEPTEMBER, 2026.

Signature of Affiant

JOSEPH L. DURRANCE, CEO
Printed Name of Affiant

CEO
Printed Title of Affiant

HALIFAX PAVING, INC.
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23RD day of SEPTEMBER, 2026, by JOSEPH L. DURRANCE, who is personally known to me or has produced _____ as identification.

AMANDA L. DURRANCE
MY COMMISSION # HH 732396
EXPIRES: January 26, 2030

Amanda L Durrance
Notary Public
My Commission Expires: 01/26/2030

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

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

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

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

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

DATED this 23RD day of SEPTEMBER, 2026.

Signature of Affiant

JOSEPH L. DURRANCE

Printed Name of Affiant

CEO

Printed Title of Affiant

HALIFAX PAVING, INC.

Full Legal Name of Contractor

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 23RD day of SEPTEMBER, 2026, by Affiant, who is personally known to me or has produced _____ as identification.

Amanda L Durrance

Notary Public

AMANDA L. DURRANCE
MY COMMISSION # HH 732306
EXPIRES: January 26, 2030

My Commission Expires: 01/26/2030

ATTACHMENT "L"
EQUAL OPPORTUNITY REPORT STATEMENT

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

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

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): JOSEPH L. DURRANCE

SIGNATURE: [signature]

TITLE: CEO

NAME OF FIRM: HALIFAX PAVING, INC.

DATE: 9-23-26

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

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): JOSEPH L. DIZRANCE

SIGNATURE: [signature]

TITLE: CEO

DATE: 9-21-26

NAME OF FIRM/PARTNERSHIP/CORPORATION:

HALIFAX PAVING, INC.
870 HULL ROAD
ORMOND BEACH, FL 32174

ATTACHMENT "N"
ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S AGENT	TITLE OF BIDDER'S AGENT	SIGNATURE OF BIDDER'S AGENT
1	7/15/26	JOSEPH L. DORRANCE	CEO	
2	8/10/26	JOSEPH L. DORRANCE	CEO	
3	8/18/26	JOSEPH L. DORRANCE	CEO	
4	8/24/26	JOSEPH L. DORRANCE	CEO	
5	9/2/26	JOSEPH L. DORRANCE	CEO	
6	9/14/26	JOSEPH L. DORRANCE	CEO	
7	9/14/26	JOSEPH L. DORRANCE	CEO	

ATTACHMENT "O"

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

Certification Regarding
Debarment, Suspension,
Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

HALIFAX PAVING, INC.

By _____
Signature

St. Johns County BOCC
Sub-Recipient's Name

JOSEPH L. DURRANCE
Name and Title

_____
Division Contract Number

870 HULL ROAD
Street Address

#210253-9-54-01
FPN Project Number

ORMOND BEACH, FL 32174
City, State, Zip

9-23-26
Date

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

ATTACHMENT "O"

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

Certification Regarding
Debarment, Suspension,
Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

Acme Barricades, LC

By _____
Signature

St. Johns County BOCC
Sub-Recipient's Name

Christian Cummings, CEO
Name and Title

_____
Division Contract Number

9800 Normandy Blvd
Street Address

#210253-9-54-01
FPN Project Number

Jacksonville, FL, 32221
City, State, Zip

8/17/26
Date

ATTACHMENT "O"

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

Chinchor Electric, Inc.

By DONALD J. HASCO Digitally signed by DONALD J. HASCO Date: 2026.09.21 10:18:00 -04'00'
Signature

St. Johns County BOCC
Sub-Recipient's Name

Don Hasco - Senior Director
Name and Title

Division Contract Number

33 Thomas Industry Way
Street Address

#210253-9-54-01
FPN Project Number

St. Augustine, FL 32095
City, State, Zip

09/21/2026
Date

ATTACHMENT "P"

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: HALIFAX PAVING, INC.

By: JOSEPH L. DURRANCE Date: 9-23-24

Authorized Signature: _____

Title: CEO

ATTACHMENT "Q"

SCRUTINIZED COMPANIES LIST

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for products or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Written Signature of Authorized Principal(s):

NAME (print): JOSEPH L. DUIZEANCE

SIGNATURE: _____

TITLE: CEO

NAME OF RESPONDENT: HALIFAX PAVING, INC.

DATE: 9-23-26

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Halifax Paving, Inc. as Principal, and Nationwide Mutual Insurance Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of the amount bid---------- Dollars ($ ----------5%----------) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated 9/23, 2026.

For
FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS
St. Johns County, Florida

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 15th day of September A.D., 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

WITNESSES:

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

WITNESSES:

Amanda L. Durrance

AMANDA L. DURRANCE

SECRETARY

Halifax Paving, Inc.

PRINCIPAL:

Halifax Paving, Inc.

NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

CEO

TITLE

870 Hull Road

BUSINESS ADDRESS

Ormond Beach, Florida

CITY STATE

WITNESS:

Margie Hall

Margie Hall

SURETY:

Nationwide Mutual Insurance Company

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL) Tyler D DeBord

One West Nationwide Blvd

BUSINESS ADDRESS

Columbus, OH

CITY STATE

Brown & Brown Insurance Services, Inc.

NAME OF LOCAL INSURANCE AGENCY

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ASHLEY TYREE; KARA RUCKERT; MARGARET HALL; STEPHEN P FARMER; TYLER D DEBORD; VINCENT DELUCA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds, undertaking and contracts of suretyship or other written obligations in the nature therefor; for all obligees including authority to execute consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of September, 2026.

Assistant Secretary

BDJ 1(10-25)00

Nationwide

Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-email to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department



Board of County Commissioners
St. Johns County, Florida

INVITATION FOR BIDS NO: 2958

FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS
FDOT - FPN #210253-9-54-01

St. Johns County Purchasing Department
SJC Permit Center, 4040 Lewis Speedway
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/index.aspx

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PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

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

2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the Policy and associated procedures are incorporated into the IFB Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

3) SCOPE

The purpose of this IFB is to solicit Bids from qualified Bidders for the construction and improvement of Four-Mile Road and SR 16 Intersection. The Contractor shall be responsible for providing any and all labor, materials, and equipment required in the contract documents. This project includes but not limited to widening and reconstruction of roadway, construction of U-turn operation, milling and resurfacing, curb and gutter construction, sidewalk and ADA compliant pedestrian improvements, drainage system mod and adjustments. This project shall be in accordance with the FY 2025-2026 edition of the Florida Department of Transportation's (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). This project is partially funded under FDOT - FPN #210253-9-54-01.

4) BIDDER'S REPRESENTATION

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

5) IFB DOCUMENTS

The IFB Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

IFB Documents may be obtained from www.demandstar.com or SJC Purchasing Department. The IFB Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County ("County") shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of IFB Documents. The County, in making the IFB Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

6) INTERPRETATION OR CORRECTION OF IFB DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the IFB Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the IFB Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the IFB Documents will be made by Addendum. Interpretations, corrections, or changes of the IFB Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the IFB Documents by the County less than seven (7) days prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

7) SUBSTITUTIONS

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

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

Bidders must not include any substitution or alternate in the submitted bid if the substitution or alternate has not been previously approved by the County as provided herein. Including any substitution or alternate shall be grounds for disqualification.

8) DESIGNATED POINT OF CONTACT

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

9) LOBBYING PROHIBITION

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

10) PRE-BID MEETING

There will be a **Non-Mandatory** Pre-Bid Meeting on **Tuesday, July 21, 2026** at **1:00 PM EST** in the Public Works Main Conference Room at the St. Johns County Public Works Department, 2750 Industry Center Road, St. Augustine FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Meeting in order to be eligible to submit a bid for this project. Bidders and sub-contractors are highly encouraged to visit the site prior to the Pre-Bid Meeting to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

11) QUESTIONS

Any and all questions related to this project shall be directed, ***in writing***, to the Designated Point of Contact. Questions are due no later than Four o'clock **(4:00PM) EST** on **Tuesday, August 4, 2026,** so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

12) ADDENDA

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

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Purchasing Director to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

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

13) BID SUBMITTAL REQUIREMENTS

The Submittal Deadline for Bids shall be no later than two o'clock **(2:00PM EST) on Wednesday, August 19, 2026.** Bids must be submitted to:

SJC Purchasing Department
SJC Permit Center, 4040 Lewis Speedway
St. Augustine, FL 32084

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

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

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

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder's full legal company name, mailing address, and recite: "**IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01**". A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a full copy of the IFB General Terms and Conditions.**

Bidders must only submit one (1) Bid in response to this IFB. Oral, telephonic, telegraphic, or electronic Bids are

invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the Bid Form must be initialed by the signer of the Bid. Failure to do so may cause the Bid to be considered non-responsive.
Bidder shall make no stipulation on the Bid Form, nor qualify the submitted Bid in any manner. To do so will classify the Bid as being non-responsive.

Any submitted Bid must be signed by a principal of the Bidder, or other legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder, and must state the limits and duration of the delegation to the signing representative.

A Bid submitted by an agent must have a current Power of Attorney attached, certifying the agent's authority to bind the Bidder.

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

14) BID SECURITY

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

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

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

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

15) BID BOND INSTRUCTIONS

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

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

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

16) SURETY REQUIREMENTS

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

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

17) BID POSTPONEMENT/CANCELLATION

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

18) MODIFICATION OR WITHDRAWAL OF BID

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

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

19) COSTS INCURRED BY BIDDERS

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

20) CONSIDERATION OF IFB

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

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

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

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

If only one (1) Bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and the IFB re-advertised, in order to best serve the needs of the County.

21) PaymentWorks Registration

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants even if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us

22) PROTESTS

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

23) MINIMUM QUALIFICATIONS

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

- Bidder must be **actively registered with the State of Florida Division of Corporations** as of the submittal deadline for Bids; and

- Bidder must be currently licensed as a **Certified General Contractor (CGC)** or **Certified Underground Utility and Excavation Contractor (CUC) in the state of Florida, FDOT Pre-Qualification – Flexible Paving, FDOT Pre-Qualification – Drainage,** and **FDOT Pre-Qualification – Pavement Marking**

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

- Bidder Must provide a copy of a current Local Business Tax Receipt from St. Johns County or from the local jurisdiction in the State of Florida where the Bidder's permanent business location or branch office is maintained or provide written exemption from the SJC Tax Collector's Office. If Bidder does not possess a current Local Business Tax Receipt from St. Johns County or from their local jurisdiction, as provided above, Bidder must obtain such required Local Business Tax Receipt upon notification of the County's intent to award the Bidder; and

- **Bidder must submit a list of any and all experience within the last five (5) years, which is relevant to the**

scope of this project. Experience must be similar in size, complexity, sequencing in order to be considered relevant. The list must include the Client's information, total contract value, and completion timeframes. The experience submitted shall be evaluated to determine whether or not Bidder is responsible to complete the Work. The County reserves the right to contact any and all agencies provided as experience. Failure to submit documentation to demonstrate experience as stated above shall cause a Bid to be disqualified.

A copy of the form **Attachment "C" – License/Certification List**, is provided in the IFB Document for Bidders to provide proof of the Minimum Qualifications stated above.

FAILURE BY A BIDDER TO DEMONSTRATE MEETING OR EXCEEDING THE MINIMUM QUALIFICATION REQUIREMENTS STATED ABOVE SHALL BE GROUNDS FOR DISQUALIFICATION AND REMOVAL FROM FURTHER CONSIDERATION FOR AWARD. The County reserves the right to request additional information regarding the qualification and experience of the Bidder in order to determine the responsibility of the Bidder to perform the specified work.

24) DEBARMENT AND SUSPENSION

Bidders to whom award of a contract is under consideration shall submit to the County, upon request, a properly executed Contractor's Qualification Statement of A1A Document A305, or other similar forms, unless such a statement has been previously required and submitted by Bidder for this IFB.

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

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

25) SUB-CONTRACTORS

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

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

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

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

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

26) FLORIDA TRENCH SAFETY ACT

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

27) PUBLIC CONSTRUCTION BOND

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

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

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

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

28) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

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

29) EXECUTION OF CONTRACT DOCUMENTS

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

30) LIQUIDATED DAMAGES

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

The Contractor will furnish a recorded original certified copy of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully

executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next lowest, responsible Bidder.

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

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Two Hundred Seventy (180)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

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

Original Contract Amount	Daily Charge Per Calendar Day
$299,999 and under	$904
$300,000 but less than $2,000,000	$1,685
$2,000,000 but less than $5,000,000	$2,667
$5,000,000 but less than $10,000,000	$3,813
$10,000,000 but less than $20,000,000	$5,021
$20,000,000 but less than $40,000,000	$7,442
$40,000,000 and over	$10,224 (plus 0.00005 of any amount over $40 million (Round to nearest whole dollar)

31.) INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

32) FORCE MAJEURE; DELAYS

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

Delay: Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's work error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time**

resulting from such delay. If the delay is due to the failure of another County contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

33) CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

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

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

A. OSHA Requirements:

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

B. Compliance with Occupational Safety and Health Act:

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

C. Training and Education:

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

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

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

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

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

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

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

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

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

34) TERMINATION

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

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

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

35) METHOD OF PAYMENT

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

St. Johns County Payment Terms: In accordance with Local Prompt Payment Act, in Chapter 218.74 (2), Florida Statutes.

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

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

36) TAXES

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

37) INSURANCE

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

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

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

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

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

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

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

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no

obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

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

38) GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance. This includes but not limited to section 339.2519 Florida statues, Transportation Regional Incentive Program (TRIP) CSF 55.026. Work shall be in accordance with the Florida Department of transportation standard specifications for Road and Bridge Construction, latest edition.

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

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

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

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

39) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

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

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.

b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract

for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

40) EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the work.

41) PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body shall not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

42) COMPLIANCE WITH FLORIDA STATUTE 287.138

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

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

43) DISCRIMINATORY VENDORS

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

44) SCRUTINIZED COMPANIES LIST

Section 287.135 of the Florida Statutes prohibits state agencies and local governments from contracting with companies that are on the Scrutinized Companies Lists. This includes companies on the Scrutinized Companies with Activities in Sudan List and the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The prohibition applies to contracts for goods or services valued at more than $1,000,000.

45) PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

END OF SECTION

OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS

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

DATE SUBMITTED: _____

BID PROPOSAL OF

_____

Full Legal Company Name

_____

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the IFB Documents and Specifications entitled for **IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

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

$_____

Total Lump Sum Bid Price (Numerical)

_____/100 Dollars

Total Lump Sum Bid Price (Amount written or typed in words)

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

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

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

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

No.: _____Date Received:

No.: _____Date Received:

No.: _____Date Received:

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

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the IFB Documents as indicated above.

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

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

CORPORATE/COMPANY

Full Legal Company Name:_____(Seal)

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

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

Address:_____

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

Email Address for Authorized Company Representative: _____

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

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

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

INDIVIDUAL

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

Address:_____

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

Email Address: _____

Federal I.D. Tax Number: _____

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

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

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

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

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

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

STATE OF _____

COUNTY OF _____

The Undersigned authority,_____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for **IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01**, in St. Johns County, Florida.

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

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Printed Title of Affiant

_____
Full Legal Name of Consultant/Contractor

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

_____
Notary Public
My Commission Expires:_____

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

_____
Signature of Secretary

_____
Full Legal Name of Corporation (Bidder)

STATE OF _____

COUNTY OF _____

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

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

_____
Notary Public
My Commission Expires:_____

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

ATTACHMENT "C"
LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all current licenses and certifications held.
The bidder shall attach a copy of each current license, certifications listed below to this form.
The bidder must also attach a list of any and all relevant experience within the last five (5) years with the proposed scope of work.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License			
Certified General Contractor (CGC)			
Certified Underground Utility and Excavation Contractor (CUC)			
FDOT Pre-Qualification – Flexible Paving			
FDOT Pre-Qualification – Drainage			
FDOT Pre-Qualification – Pavement Marking			

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

ATTACHMENT "D"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services

ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **IFB No 2500; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS**

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

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Bidder: _____

Authorized Representative(s):

_____ _____
Signature Print Name/Title

_____ _____
Signature Print Name/Title

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

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

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

_____
Signature

_____
Date

ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY

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

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

   Description of every action Captions of the Litigation or Arbitration

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

   _____

   _____

   _____

   Amount actually recovered, if any: _____

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

   _____

   _____

   _____

2. List all pending litigation and or arbitration.

   _____

   _____

   _____

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

   _____

   _____

   _____

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

   _____

   _____

   _____

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

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

   _____

   _____

   _____

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

_____

_____

_____

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

_____

_____

Liquidated Damages

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

_____

_____

(Use additional or supplemental pages as needed)

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

ATTACHMENT "H"

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

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

1. The principal business address of Bidder is: _____ _____

2. I am duly authorized as _____ (Title) of Bidder.

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____ _____
Signature of Affiant Printed Name & Title of Affiant

_____ _____
Full Legal Name of Bidder Date of Signature

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

_____ _____
Notary Public My Commission Expires

ATTACHMENT "I"
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

_____

_____

_____

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.

2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.

3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.

4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20___.

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Printed Title of Affiant

_____
Full Legal Name of Consultant/Contractor

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

_____
Notary Public
My Commission Expires:_____

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

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

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

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

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

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____
Printed Name of Affiant

_____
Printed Title of Affiant

_____
Full Legal Name of Contractor

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

_____
Notary Public
My Commission Expires:_____

ATTACHMENT "L"
EQUAL OPPORTUNITY REPORT STATEMENT

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

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

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

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

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

_____

_____

_____

ATTACHMENT "N"
ACKNOWLEDGEMENT OF ADDENDA

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

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

ATTACHMENT "O"

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

_____

By _____ St. Johns County BOCC
Signature Sub-Recipient's Name

_____ _____
Name and Title Division Contract Number

_____ #210253-9-54-01
Street Address FPN Project Number

_____
City, State, Zip

_____
Date

ATTACHMENT "P"

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Contractor: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

ATTACHMENT "Q"

SCRUTINIZED COMPANIES LIST

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for products or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Written Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF RESPONDENT: _____

DATE: _____

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated , 20___.

For
FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS
St. Johns County, Florida

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

IFB NO: 2958; FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS FDOT - FPN #210253-9-54-01

WITNESSES:

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

WITNESSES:

_____

_____

_____

_____
PRINCIPAL:

_____
NAME OF FIRM:

_____
SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

_____
TITLE

_____
BUSINESS ADDRESS

_____
CITY STATE

WITNESS:

_____

_____
SURETY:

_____
CORPORATE SURETY

_____
ATTORNEY-IN-FACT (AFFIX SEAL)

_____
BUSINESS ADDRESS

_____
CITY STATE

_____
NAME OF LOCAL INSURANCE AGENCY

SEALED BID MAILING LABEL

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

SEALED BID • DO NOT OPEN



SEALED BID NO.:	**IFB NO: 2958**
IFB TITLE:	**FOUR MILE ROAD & SR 16 INTERSECTION IMPROVEMENTS**
DUE DATE/TIME:	**By 2:00PM – AUGUST 19, 2026**
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department SJC Permit Center, 4040 Lewis Speedway, St. Augustine FL 32084

END OF DOCUMENT