

15**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***10/6/2026****BCC MEETING DATE****TO: Joy Andrews, County Administrator****DATE: September 2, 2026****FROM: Jaime Locklear, Director, Purchasing****PHONE: 904 209-0158****SUBJECT OR TITLE: Award of Invitation for Bid (IFB) 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction****AGENDA TYPE: Bid Award, Consent Agenda, Contract, Resolution****BACKGROUND INFORMATION:**

St. Johns County identified the need for construction to install new Reverse Osmosis (RO) concentrate piping with marine outfall at the North Beach Water Treatment Facility located at 415 Nineteenth Street, St. Augustine, FL 32084 in St. Johns County, Florida. The Purchasing Department issued an Invitation for Bids ("IFB") for the North Beach Reverse Osmosis (RO) Concentrate Pipe and Marine Outfall Construction. Three (3) bids were submitted, with the lowest, most responsive, and responsible bidder being submitted by DB Civil Construction, LLC, at a lump sum bid price of \$1,169,000.00 and Allowance 1 for permit fees and materials amount of \$10,000.00, for a total bid price of \$1,179,000.00. Staff recommends Board approval to award IFB No: 3005 to DB Civil Construction, LLC, and to execute a contract in substantially the same form and format as attached for completion of the project in accordance with IFB No: 3005. Due to the size of the Exhibits and Attachments, they are available upon request from Jaime Locklear.

1. IS FUNDING REQUIRED? Yes**2. IF YES, INDICATE IF BUDGETED.** Yes**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:** Utility Services Capital Bond Projects 2026 WS Bond-System Improvements-North Beach Utility Concentrate Main (4510-56302-6287)**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2026 – _____, authorizing the County Administrator, or designee, to award IFB No: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction to DB Civil Construction, LLC, as the lowest, most responsive, and responsible bidder, and to execute a contract in substantially same form and format as attached hereto, at a total bid price of \$1,179,000.00 for completion of the specified project.

For Administration Use Only:**Legal: Jalisa Ferguson 9/21/2026****OMB: CR 9/21/2026****Admin: JDD 9/28/2026**

RESOLUTION NO. 2026 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD IFB NO. 3005; NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION TO DB CIVIL CONSTRUCTION, LLC AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the County is progressing with the project to install new Reverse Osmosis (RO) concentrate piping with marine outfall at the North Beach Water Treatment Facility located at 415 Nineteenth Street, St. Augustine, FL 32084, St. Johns County, Florida; and

WHEREAS, through the County's formal Bid process, DB Civil Construction, LLC was the lowest, responsive, responsible bidder, with a lump sum bid price of \$1,169,000.00 and Allowance 1 for permit fees and materials in an amount of \$10,000.00, for a total bid price of \$1,179,000.00; and

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

WHEREAS, the project will be funded by the Utility 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. 3005 to DB Civil Construction, LLC, as the lowest, responsive, responsible bidder with a total bid price of \$1,179,000.00.

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: 3005.

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 ____ day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
Clay Murphy, Chair

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

By: _____
Deputy Clerk



MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

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This Master Construction Agreement (“Contract”) is made this _____ day 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 **DB CIVIL CONSTRUCTION, LLC** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 4475 US 1 South, Ste. 707, St. Augustine, FL 32086, Phone: (386) 256-7460, and E-mail: estimating@dbcivilconstruction.com, for **IFB NO. 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction** 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 – Construction Drawings (July 2026)
 - ii. Exhibit B – Technical Specifications (March 2026)
 - iii. Exhibit C – Geotechnical Engineering Report – North Beach WTP (February 7, 2025)
 - iv. Exhibit D – Florida Department of Environmental Protection (FDEP) Permit No. 55-0382937-003-EG, St. Johns County (August 20, 2026)
 - v. Exhibit E – U.S. Army Corps of Engineers (USACE) Permit No. SAJ-2025-02560 (August 10, 2026)
 - vi. Exhibit F – St. Johns County Public Works Engineering Division Right-of-Way Use Permit No. 2026-0746 (August 18, 2026)
- e) Bonds and Insurance furnished by the Contractor in accordance with Article XIII herein;
- f) IFB Documents and Bid Forms with all addenda thereto for IFB No. 3005

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

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

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

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

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

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

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

1.2 Definitions

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

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

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

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or

threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Ownership of Contract Documents

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

ARTICLE II THE WORK

2.1 Project Description

The Project involves construction of the North Beach Water Treatment Plant Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall at the North Beach Water Treatment Facility located at 415 Nineteenth Street, St. Augustine, FL 32084 in St. Johns County. Commercial diving services are required for this Project. All commercial diving operations shall comply with OSHA 29 CFR 1910 Subpart T – Commercial Diving Operations. The Contractor shall provide evidence of current CPR, First Aid, Oxygen Administration, and commercial diving medical fitness for all dive team members upon request. Contractor must comply with the following County provided permits: Florida Department of Environmental Protection (FDEP) Industrial Wastewater for Discharge to Surface Water (FDEP Permit No. 55-0382937-003-EG NB WTF Outfall Permit) and U.S. Army Corp of Engineer Permit No. SAJ-2025-02560. Contractor is responsible for obtaining and providing the National Pollutant Discharge Elimination System (NPDES) Stormwater Construction Generic Permit (CGP) and any additional permit(s) that may be necessary to complete the Project.

2.2 Labor and Materials

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

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

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

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

2.3 Project Sequencing/Arrangement

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

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article XIII, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of

schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.5 Cleaning the Jobsite

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

2.6 Reporting Requirements

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

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

2.7 Title and Risk of Loss

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

2.8 Access to Work

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

2.9 Utilities

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

2.10 Existing Utility Lines

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

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

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County

harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

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

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

2.13 County Furnished Items

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

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

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

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County's Notice to Proceed and shall substantially complete all Work within **two hundred ten (210)** 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 **\$796.22** 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 One Hundred Seventy-Nine Thousand Dollars and Zero Cents (\$1,179,000.00)**, the "Contract Price". The Lump Sum price includes the Lump Sum Bid Price of One Million One Hundred Sixty-Nine Thousand Dollars and Zero Cents (\$1,169,000.00) and Allowance 1: Allowance for Permit Fees and Materials of Ten Thousand Dollars and Zero Cents (\$10,000.00). The cost of any item of Work not covered by a specific Lump Sum shall be included in the Lump Sum price to which the item is most applicable.

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

4.2 Schedule of Values

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

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

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

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

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

4.3 Measurement and Payment

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

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

4.4 Progress Payments

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

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

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

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

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

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

4.5 Application for Payment

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

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

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

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

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

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

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

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

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

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

4.6 Withheld Payment

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

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;

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

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

4.7 Final Payment

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

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

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

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

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

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

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

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

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the

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

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

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

5.2 Authorized Representative

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

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

5.3 Environmental, Safety and Health

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

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

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

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

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

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

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

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

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

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

6.2 Field Orders

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

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

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

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

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

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

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

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

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

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

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

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

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

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

ARTICLE IX CHANGES IN THE WORK

9.1 General

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

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written

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

9.2 Changes in the Contract Time

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

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

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

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

9.3.2.5 Force Majeure Events

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

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

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

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

terminate for convenience.

9.3 Changes in the Contract Price

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

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

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

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

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

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

9.4 Acceptance of Change Orders

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

9.5 Notice to Sureties

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

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally

recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Purchasing Director for determination in accordance with the provisions of Paragraph 1.1.6. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

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

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

10.1 Uncovering Work

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

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

10.2 Right to Stop Work

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

10.3 County May Accept Defective or Nonconforming Work

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

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

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

11.2 Termination

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

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

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

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

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

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

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all

materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

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

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

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

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

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and 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 Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

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

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

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

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

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

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

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

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor’s Insurance Requirements

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

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any

material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

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

13.2 Additional Insured Endorsements and Certificate Holder

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

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
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.

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

13.6.3 ☒ USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA)

13.6.4.1 Contractor shall procure and maintain during the life of this Contract USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA).

13.7 Other Requirements

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

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

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

13.8 Payment and Performance Bonds

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

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

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

14.2 Examination of Contractor's Records

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

14.3 Backcharges

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

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

14.4 Applicable Laws

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

14.5 Governing Law & Venue

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

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily

liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

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

14.8 Section Headings

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

14.9 Disclaimer of Third-Party Beneficiaries

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

14.10 Waiver; Course of Dealing

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

14.11 No Waiver of Sovereign Immunity

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

14.12 Execution in Counterparts

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

14.13 Entire Contract

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

14.14 Survival

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

14.15 Employment Eligibility and Mandatory Use of E-Verify

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

on or after July 1, 2023.

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

14.16 Equal Employment Opportunity

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

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

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

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

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

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

14.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and

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

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

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

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

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

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

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

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

14.18 Anti-Bribery

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

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

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

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

14.20 Compliance with Florida Statute 287.138

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

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

14.21 Written Notice

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

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

St. Johns County
4040 Lewis Speedway
St. Augustine, FL 32084
Attn: Bryan Matus
Email Address: bmatus@sjcfl.us

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

With a copy to:

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

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

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

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor:

DB Civil Construction, LLC (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.	3005
Project Title:	North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction

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.: 3005	Contractor Name:
Project: North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

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

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

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

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

None

Signed this ___ day of _____, 20__

Contractor/Company Name

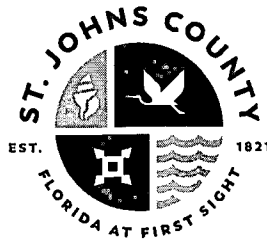
By:

Signature

Printed Name

Title

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



NOTICE OF INTENT TO AWARD

September 2, 2026

IFB No: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction

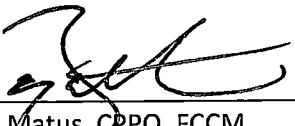
St. Johns County hereby issues this Notice of Intent to Award to **DB Civil Construction, LLC** as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

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

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

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

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



Bryan Matus, CPPO, FCCM
Purchasing Manager
bmatus@sjcfl.us
(904) 209-0148 - Direct

Date: _____

9/2/26



ST. JOHNS COUNTY, FL
BID TABULATION

IFB NUMBER: 3005
AND TITLE North Beach Reverse Osmosis (RO) Concentrate Pipeline
and Marine Outfall Construction

OPENING DATE: 8/26/2026
OPENED BY: Richard E. Poulin Jr
VERIFIED BY: Kayla Lauro
POSTING DATE: 8/28/2026

BIDDERS	LUMP SUM BID PRICE	ALLOWANCE 1 (Permit Fees and Materials)	TOTAL BID PRICE			
Badger Drilling LLC dba Badger Underground	\$2,153,572.33	\$10,000.00	\$2,163,572.33			
DB Civil Construction, LLC	\$1,169,000.00	\$10,000.00	\$1,179,000.00			
T B Landmark Construction, Inc.	\$1,539,818.00	\$10,000.00	\$1,549,818.00			

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**ORIGINAL**

PROJECT: NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION

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

DATE SUBMITTED: August 26, 2021BID PROPOSAL OFDB Civil Construction, LLC

Full Legal Company Name

4475 US-1 South, Ste 707

St. Augustine, FL 32086

(386) 256-7460

estimating@dbcivilconstruction.cc

Mailing Address

Telephone Number

Email

Bidders: Having become familiar with requirements of the project, and having carefully examined the IFB Documents and Specifications entitled for IFB No: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction 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:

LUMP SUM BID PRICE: All cost for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work except for those Bid Items herein listed separately.

\$ 1,169,000.00

Lump Sum Price (Written in Numerals)

One million one hundred sixty-nine
thousand dollars and zero cents

/Dollars

Lump Sum Bid Price (Written in Words)

ALLOWANCE 1: Allowance for Permit Fees and Materials\$ 10,000.00

TOTAL BID PRICE: Total amount calculated by adding the Lump Sum Bid Price and Allowance 1 amounts together to determine the Total Bid Price for completion of this Project.

\$ 1,179,000.00

Total Bid Price (Written in Numerals)

One million one hundred seventy-nine
thousand dollars and zero cents

/Dollars

Total Bid Price (Written in Words)

Bidder shall insert the Lump Sum Bid Price and the Total Bid Price above, in numerals and in words. The Total Bid Price shall consist of the lump sum price for the project and allowances.

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

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown

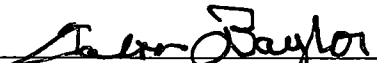
therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the IFB Documents as indicated above.

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

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

CORPORATE/COMPANY

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

By:  Dalton Baylor, Owner
Signature of Authorized Representative (Name & Title typed or printed)

By:  Connie Baylor, Owner / Manager
Signature of Authorized Representative (Name & Title typed or printed)

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

Telephone No.: (386) 256-7460 Fax No.: () N/A

Email Address for Authorized Company Representative: estimating@dbcivilconstruction.com

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

INDIVIDUAL

Name: N/A _____ (Signature)
(Name typed or printed) (Title)

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Point of Contact (POC) to receive invitation from PaymentWorks for registration to set up a PaymentWorks account
OR Point of Contact (POC) who is currently connected to Company's existing PaymentWorks account:

Authorized POC: Connie Baylor Email Address for POC: estimating@dbcivil-
(Name typed or printed) construction.com

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

Submittal Requirements: Official County Bid Form, and all Attachments must be completed and submitted with each copy of the Bid Proposal.

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

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

STATE OF Florida

COUNTY OF St. Johns

The Undersigned authority, Connie Baylor ("Affiant"), who being duly sworn, deposes and states that he/she is the Manager (Title) of the Bidder DB Civil Construction, LLC (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for IFB No: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction, 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 26 day of August, 2026

Connie Baylor
Signature of Affiant

Connie Baylor
Printed Name of Affiant

Manager
Printed Title of Affiant

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

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 26 day of August, 2026, by Affiant, who is personally known to me or has produced _____ as identification.



LYNETTE MARIE WARD
Notary Public
State of Florida
Comm# HH672849
Expires 5/5/2029

Lynette Marie Ward
Notary Public
My Commission Expires: 5/5/2029

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Dalton Baylor
Signature of Secretary

DB Civil Construction, LLC
Full Legal Name of Corporation (Bidder)

STATE OF FLA^{ty} Florida
COUNTY OF St. Johns

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

Subscribed and sworn to me on this 26 day of August, 2026, by the Authorized Representative of Bidder, who ~~is personally known to me~~ or has produced _____ as identification. Type and Number of I.D. produced: _____.



LYNETTE MARIE WARD
Notary Public
State of Florida
Comm# HH672849
Expires 5/5/2029

Lynette Marie Ward
Notary Public
My Commission Expires: 5/5/2029

(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 and 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	L17000064257	Sunbiz	N/A
SJC Local Business Tax Receipt	1083180	St. Johns County	September 30, 2026
FL Certified General Contractor (CGC)	CGC1516846	Florida dbpr	August 31, 2028
FL Certified Underground Utility and Excavation Contractor (CUC)	CUC1224644	Florida dbpr	August 31, 2026
Commercial Diving Qualifications	member # 1764	ADCI	January 1, 2027



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

Detail by Entity Name

Florida Limited Liability Company
DB CIVIL CONSTRUCTION, LLC

Filing Information

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

Principal Address

4475 US1 South
SUITE 707
ST. AUGUSTINE, FL 32086

Changed: 01/08/2021

Mailing Address

4475 US1 SOUTH
SUITE 707
ST. AUGUSTINE, FL 32086

Changed: 01/08/2021

Registered Agent Name & Address

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

Name Changed: 03/09/2020

Address Changed: 01/08/2021

Authorized Person(s) Detail

Name & Address

Title Manager

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

Title Authorized Member

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

Annual Reports

Report Year	Filed Date
2024	03/21/2024
2025	04/09/2025
2026	03/04/2026

Document Images

<u>03/04/2026 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/09/2025 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/21/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/05/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/19/2021 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/08/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2020 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>03/09/2020 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/21/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/26/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/21/2017 -- LC Amendment</u>	View image in PDF format
<u>03/21/2017 -- Florida Limited Liability</u>	View image in PDF format

This Receipt is issued pursuant to
County ordinance 87-36

**2025/2026 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1083180
EXPIRES September 30, 2026

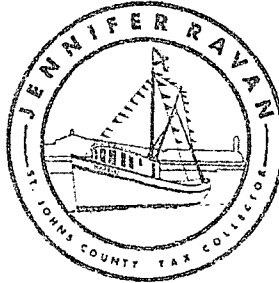
Business Type Underground Utilities (L)

Location 4475 S US1 # 502
St Augustine FL 32086

Business Name DB Civil Construction LLC

Owner Name DB Civil Construction LLC

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



**New Business
Transfer**

Tax	18.00
Penalty	0.00
Cost	0.00
Total	18.00

**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) 2024-948196 on 08/15/25 for \$18.00



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BORCHERT, DAVID R

DB CIVIL CONSTRUCTION, LLC
4475 US 1 SOUTH SUITE 707
SAINT AUGUSTINE, FL 32086

LICENSE NUMBER: CGC1516846

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/29/2026

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.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BAYLOR, CONNIE

DB CIVIL CONSTRUCTION, LLC

865 FAVER DYKES RD

ST AUGUSTINE FL 32086

LICENSE NUMBER: CUC1224644

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/18/2026

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.





ASSOCIATION OF DIVING CONTRACTORS INTERNATIONAL

HAVING TO PLEDGE TO SUPPORT THE PURPOSES OF THIS ASSOCIATION

LOGAN DIVING & SALVAGE

IS RECOGNIZED AS A GENERAL MEMBER FOR THE CURRENT YEAR

SCOPE OF WORK: COMMERCIAL DIVING AND MARINE SERVICES

2026



MEMBER # 1764

Phil Newsum
Executive Director

www.adc-int.org



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 15, 2026

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

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Underground Utilities (Water & Sewer), Water mains.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027**.

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

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

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

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

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

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

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

IFB NO: 3005; NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION

**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
Logan Diving & Salvage	All Underwater Work	Joseph C. Busuttil	(904) 923-8044 jbusuttil@logandiving.com
Riptide Marine & Land Construction	Sheeting & Piles	Patrick Kenning	(904) 504-5426 patrick@riptidemarine-construction.com

HISTORY

LOGAN DIVING & SALVAGE HAS LONG BEEN A PART OF THE MARITIME COMMUNITIES OF THE AMERICAS.

C. F. LOGAN FOUNDED LOGAN DIVING & SALVAGE COMPANY IN 1947 TO PROVIDE DIVING AND ENGINEERING SERVICES TO SHIPYARDS, HEAVY INDUSTRY, PIPELINE OPERATORS, UTILITIES, AND CONSTRUCTION CONTRACTORS.

VIRTUALLY FROM THE BEGINNING, LOGAN WAS PROVIDING DIVING AND ENGINEERING SERVICES WORLDWIDE WHERE HE WAS JOINED BY HIS BROTHER J.E. LOGAN ALSO A REGISTERED PROFESSIONAL ENGINEER.

THE BUSINESS INITIALLY SERVED PRIMARILY THE OIL INDUSTRY, SURVEYING AND REPAIRING CRITICAL NAVIGABLE RIVER PIPELINE CROSSINGS WORLDWIDE AND OFTEN IN REMOTE LOCATIONS OF COUNTRIES SUCH AS COLUMBIA AND VENEZUELA.

WORK RAPIDLY EXPANDED TO INCLUDE SALVAGE, SHIPS HUSBANDRY, MARINE CONSTRUCTION, POWER INDUSTRY, PULP AND PAPER, RAILROADS, CIVIL INFRASTRUCTURE, AND TRADITIONAL DOCK / HARBOR WORK.



LOGAN DIVING & SALVAGE CONTINUED TO GROW AND ROUTINELY HAD DIVE TEAMS WORKING THE EASTERN HALF OF THE UNITED STATES FROM TEXAS TO NEW YORK AND MOST NAVIGABLE WATERWAYS IN-BETWEEN.

SOUTHEASTERN HEAVY INDUSTRY HAS RELIED ON LOGAN DIVING & SALVAGE FOR YEARS TO MAINTAIN INTAKE AND OUTFALLS CRITICAL TO THEIR CONTINUED OPERATIONS.

FOCUS ON THE LATIN AMERICAN AND CARIBBEAN MARKET IN THE 1970'S RESULTED IN CORE CARIBBEAN CLIENTS STILL SERVICED TODAY. LOGAN DIVING & SALVAGE AS A REGISTERED CORPORATION IN PUERTO RICO IS A FAMILIAR NAME ON THE SAN JUAN WATERFRONT WHERE WE HAVE MAINTAINED DIVERS, ASSOCIATE'S, AND STAGED EQUIPMENT FOR OVER 50 YEARS.

LATIN AMERICAN OPERATIONS HAVE RESULTED IN PROJECTS COMPLETED IN HONDURAS, JAMAICA, HAITI, DOMINICAN REPUBLIC, ST. CROIX, VENEZUELA, AND COLUMBIA.

LOGAN DIVING & SALVAGE'S FACILITIES IN JACKSONVILLE, FLORIDA CONSISTS OF A SEPARATE OFFICE AND WAREHOUSE IN CLOSE PROXIMITY. OUR WAREHOUSE AFFORDS EQUIPMENT STORAGE FOR MULTIPLE DEEP-SEA DIVING SYSTEMS, SURFACE SUPPLIED AIR DIVING SYSTEMS AND ANCILLARY EQUIPMENT. ALL EQUIPMENT IS CONTINUOUSLY MAINTAINED IN A HIGHLY PORTABLE CONDITION. AN EXTENSIVE ARRAY OF UNDERWATER TOOLS AND EQUIPMENT IS IN STOCK, SERVICED, AND READY FOR DEPLOYMENT.

OVER THE YEARS OUR DIVING HELMETS AND TECHNOLOGY HAVE CHANGED. ONE CONSTANT THAT NEVER CHANGES IS OUR CORE FOUNDATION PRINCIPALS. ANCHORED BY SAFETY, INTEGRITY, EXPERIENCE, AND CLIENT SATISFACTION THESE PRINCIPALS WILL CONTINUE TO BE THE BENCHMARK FROM WHICH WE MEASURE OUR SUCCESS, ONE JOB AT A TIME.

WITH OVER 70 YEARS OF EXPERIENCE, LOGAN DIVING & SALVAGE'S PAST IS ALWAYS AVAILABLE TO BE PART OF YOUR FUTURE.



LOGAN DIVING & SALVAGE

2815 SAINT JOHNS BLUFF RD S
JACKSONVILLE, FLORIDA 32246
TEL: (904) 731-0000 FAX: (904) 731-5493
MARINE SPECIALTY CONTRACTOR
FL SCC131151014

AUGUST 24, 2026

RECENT EXPERIENCE

GEORGIA PACIFIC — OUTFALL MAINTENANCE AND REPAIR
PALATKA, FL. — AUGUST 2026

JEA — OUTFALL MAINTENANCE AND REPAIR
JACKSONVILLE, FL. — AUGUST 2026

CITY OF SAINT AUGUSTINE — PILING REMOVAL AND REPLACEMENT -
OUTFALL MAINTENANCE AND REPAIR
SAINT AUGUSTINE, FL. — AUGUST 2026

SMURFIT WESTROCK — OUTFALL MAINTENANCE AND REPAIR
FERNANDINA BEACH, FL. — MARCH 2026

CITY OF MELBOURNE — OUTFALL AND WATERMAINS - MAINTENANCE
AND REPAIRS
MELBOURNE, FL. — APRIL 2026

RAYONIER ADVANCED MATERIALS — OUTFALL MAINTENANCE AND
REPAIR
FERNANDINA BEACH, FL. — DECEMBER 2025

CITY OF PORT ORANGE — SUBSTRUCTURE REPAIR — DUNLAWTON
FISHING PIER.
DAYTONA BEACH, FL. — FEBRUARY 2025

Related License Information

Licensee

Name	STEARNS, MARCUS H	License Number	CGC1534250
Rank	Certified General Contractor	License Expiration Date	08/31/2028
Primary Status	Current	Original License Date	06/21/2023
Secondary Status	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	RIPTIDE MARINE & LAND CONSTRUCTION LLC	Primary Qualifying Agent for Business	06/21/2023	Construction Business Information	

Related License Information**Licensee**

Name	ANDERSON, SCOTT CARROLL	License Number	SCC131151014
Rank	Certified Specialty Contractor	License Expiration Date	08/31/2028
Primary Status	Current	Original License Date	09/15/2011
Secondary Status	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	ANDERSON DIVING INC DBA:LOGAN DIVING AND SALVAGE	Primary Qualifying Agent for Business	09/15/2011	Construction Business Information	

ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: IFB No 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction

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

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

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

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

Please check the appropriate statement:



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



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

Full Legal Name of Bidder: DB Civil Construction, LLC

Authorized Representative(s):	<u>Connie Baylor</u>	<u>Connie Baylor / Manager</u>
	Signature	Print Name/Title
	<u>Dalton Baylor</u>	<u>Dalton Baylor / Owner</u>
	Signature	Print Name/Title

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

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

DB Civil Construction, LLC does:
Full Legal Name of Bidder

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

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

Carla Bays
Signature of Bidder's Authorized Representative

August 26, 2026
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: _____ Name (s) of the attorneys representing all parties:

N/A

Amount actually recovered, if any: _____

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

N/A

2. List all pending litigation and or arbitration.

None

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

None

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

None

5. Have you ever abandoned a contract, been terminated, or had an agency submit a claim on a performance/surety bond to take over a contract?

Yes _____ No **X** 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 **X**
If no, please explain why?
None, N/A

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

None, N/A

Liquidated Damages

1. Has an Agency 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:

(Use additional or supplemental pages as needed)

ATTACHMENT "H"

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

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

1. The principal business address of Bidder is: 4475 US-1 South, Suite 707
St. Augustine, FL 32086
2. I am duly authorized as Manager (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.)**~~

Connie Baylor
Signature of Affiant

Connie Baylor, Manager
Printed Name & Title of Affiant

DB Civil Construction, LLC
Full Legal Name of Bidder

August 26, 2026
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 26 day of August, 2026 by Affiant, who is ☒ personally known to me or ☐ has produced _____ as identification.

Lynette Marie Ward
Notary Public

5/5/2029
My Commission Expires



LYNETTE MARIE WARD
Notary Public
State of Florida
Comm# HH672849
Expires 5/5/2029

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): Connie Baylor

SIGNATURE: 

TITLE: Manager

DATE: August 26, 2026

FULL LEGAL NAME OF PROVIDER:

DB Civil Construction, LLC

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St. Johns

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

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. SB-2958-0-2026/AH (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 26 day of August, 2026
Connie Baylor
Signature of Affiant

Connie Baylor
Printed Name of Affiant

Manager
Printed Title of Affiant

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

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 26 day of August, 2026, by Affiant, who is personally known to me or has produced as identification.



LYNETTE MARIE WARD
Notary Public
State of Florida
Comm# HH672849
Expires 5/5/2029

Lynette Marie Ward
Notary Public
My Commission Expires: 5/5/2029



Company ID Number: 1309336



Approved by:

E-Verify Employer Agent Employer DB Civil Construction, LLC	
Name (Please Type or Print) Connie Baylor	Title
Signature Electronically Signed	Date 05/25/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/25/2018



Company ID Number: 1309336

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	DB Civil Construction, LLC
Company Facility Address	4475 US 1 South Suite 707 St Augustine, FL 32086
Company Alternate Address	
County or Parish	SAINT JOHNS
Employer Identification Number	821245533
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 1309336

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 1309336

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Connie Baylor
Phone Number 3862567460
Fax
Email cbaylor@dbcivilconstruction.com

Name Dalton Baylor
Phone Number 3862567460
Fax
Email dbaylor@dbcivilconstruction.com

Name Connie Baylor
Phone Number 3869311944
Fax
Email dbaylor@dbcivilconstruction.com

Company ID Number: 1309336

This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT "K"
EQUAL OPPORTUNITY REPORT STATEMENT

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

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

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

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

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): Connie Baylor

SIGNATURE: 

TITLE: Manager

FULL LEGAL NAME OF BIDDER: DB Civil Construction, LLC

DATE: August 26, 2026

ATTACHMENT "L"

Affidavit Regarding the Use of Coercion for Labor and Services

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

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

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

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

DATED this 26 day of August, 2026

Connie Baylor
Signature of Affiant

Connie Baylor
Printed Name of Affiant

Manager
Printed Title of Affiant

DB Civil Construction, LLC
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 26 day of August, 2026, by Affiant, who is personally known to me or has produced _____ as identification.



LYNETTE MARIE WARD
Notary Public
State of Florida
Comm# HH672849
Expires 5/5/2029

Lynette Marie Ward
Notary Public
My Commission Expires: 5/5/2029

ATTACHMENT "M"
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 Bidder, 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): Connie Baylor

SIGNATURE: 

TITLE: Manager

NAME OF FIRM: DB Civil Construction, LLC

DATE: August 26, 2020

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

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): Connie Baylor

SIGNATURE: 

TITLE: Manager

DATE: August 26, 2026

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DB Civil Construction, LLC

ATTACHMENT "O"
ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE	TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE
1	7/28/26	Connie Baylor	Manager	Conn Baylor
2	8/6/26	Connie Baylor	Manager	Conn Baylor
3	8/13/26	Connie Baylor	Manager	Conn Baylor



McCauley Bond Agency

May 7, 2026

RE: DB Civil Construction, LLC

To whom it may concern:

Please be advised that McCauley Bond Agency manages the bonding needs for DB Civil Construction, LLC. They are bonded with Frankenmuth Insurance Company and approved for single-size projects within the \$25,000,000 range, having an aggregate capacity of \$75,000,000. Our experience with DB Civil Construction, LLC has been excellent, and we highly recommend them to you.

Frankenmuth Insurance Company is Treasury listed, has an A.M. Best Rating of "A" (Excellent) and is a Florida admitted surety. If bonds for Faithful Performance and Labor and Material Payment would be required, issuance is conditioned upon acceptable review of contract terms, contract amount, bond forms and financing for each project as well as other pertinent underwriting information at the time of the request.

If I can be of further assistance, please do not hesitate to contact me at 630-696-2068.

Sincerely,
McCauley Bond Agency, LLC

Sean McCauley, Jr.
Attorney-In-Fact
Frankenmuth Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2026

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

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

PRODUCER Herbie Wiles Insurance 400 N Ponce de Leon Blvd Saint Augustine FL 32084-3587	CONTACT NAME: Taryn Sickler PHONE (A/C, No, Ext): 904-829-2201 FAX (A/C, No): E-MAIL ADDRESS:
INSURED DB Civil Construction LLC 4475 US HIGHWAY 1 S STE 707 ST AUGUSTINE FL 32086	INSURER(S) AFFORDING COVERAGE INSURER A: The Continental Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: National Fire Insurance Company of Hartford INSURER D: Valley Forge Insurance Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 589761687

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	8045534950	6/28/2026	6/28/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution OCC/AGG \$ \$1m/\$2m
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	8045534835	6/28/2026	6/28/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	Y	Y	8045535192	6/28/2026	6/28/2027	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	8045535189	7/26/2026	7/26/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			UM00116969MA26A	6/28/2026	6/28/2027	Leased/Rented Equip 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**DB CIVIL CONSTRUCTION LLC
4475 US HIGHWAY 1 S STE 707
ST AUGUSTINE FL 32086

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

AUTHORIZED REPRESENTATIVE

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Halifax Water Treatment Plant Concentrate Disposal Force

Main

Project Name:

Business / Owner Name:

Volusia County Florida

Contact Person:

Inga Fegley

Address:

123 West Indiana Ave, Deland, FL 32720

Phone No.:

(386) 626-6623

Email Address:

ifegley@volusia.org

Halifax Plantation Water Treatment Plant, 2100 Old Kings Rd,
Ormond Beach, FL 32174

Project Location:

Project Manager:

Joseph Dunbar

Site Superintendent:

Dalton Baylor

Contract Amount:

\$250,000.00

Project Commenced:

March 2019

Substantial Completion:

September 2019

Final Completion:

October 2019

Work Performed:

Construction of approximately 5,600 LF of 4" PVC and 6" HDPE force main at the Halifax Plantation Water Treatment Plant.

Project Name:**Port Buena Vista**

Business / Owner Name:

Putnam County Public Works

Contact Person:

Lisa McKee

Address:

223 Putnam County Public Works

Phone No.:

386-329-0346

Email Address:

Lisa.McKee@putnam-FL.gov

Project Location:

Palatka, Florida

Project Manager:

Jennifer Nicks

Site Superintendent:

Brian Holtcamp

Contract Amount:

\$2,294,600.00

Project Commenced:

August 2023

Substantial Completion:

May 2024

Final Completion:

June 2024

Work Performed:

New Lift Station, 14,000 ft Open Lay 6" Force main, 3,700 ft 8" Horizontal Directional Drill on SR 207 R/W,
Decommission of existing sewage treatment plant, roadway restoration.

**Project Name:**

Business / Owner Name:

Contact Person:

Address:

Phone No.:

Email Address:

Project Location:

Project Manager:

Site Superintendent:

Contract Amount:

Project Commenced:

Substantial Completion:

Final Completion:

Work Performed:

Lift Station #70 Force Main Replacement

City of Leesburg

Ryan Gerdon

501 West Meadow St, Leesburg, FL

352-728-9880

ryan.gerdon@leesburgflorida.gov

Leesburg, Florida

David Borchert

Randy Phillips

\$752,241.00

January 2024

June 2024

July 2024

Construct 3800 LF of 10" / 12" PVC Force main, 500 LF of 12" / 14" HDPE Force main using Direction Drill Method on US 27 R/W, Including Air Release & Plug Valves, Highway Shoulder Restoration.

Project Name:

Business / Owner Name:

Contact Person:

Address:

Phone No.:

Email Address:

Project Location:

Project Manager:

Site Superintendent:

Contract Amount:

Project Commenced:

Substantial Completion:

Final Completion:

Work Performed:

Continental Country Club WWTF Lift Station

City of Wildwood

Jason Martin

100 N Main St, Wildwood, FL 34785

352-330-1346

jmartin@wildwood-fl.gov

Wildwood, Florida

John Robbins

Randy Phillips

\$3,434,899.00

July 2023

September 2024

November 2024

Roadway restoration (57 SY), 8" Directional drilling (6400) LF on SR 44 R/W, Lift Station, Driveway & Sidewalk Restoration



Project Name:	Seminole Force Main Replacement
Business / Owner Name:	City of Casselberry
Contact Person:	Tara Lambureux
Address:	95 Triplet Lake Dr., Casselberry, FL
Phone No.:	407-262-7725
Email Address:	publicwork-admin@casselberry.org
Project Location:	Casselberry, FL
Project Manager:	Joe Dunbar
Site Superintendent:	Dalton Baylor
Contract Amount:	\$1,704,895.00
Project Commenced:	June 2019
Substantial Completion:	December 2019
Final Completion:	January 2019
Work Performed:	
Construct 2000 LF of 8" to 16" Force main Using Open Cut, 3400 LF using Directional Drill Method on city streets, 200 LF of Jack & Bore, Complete Road Restoration	

Project Name:	Davenport Watermain Relocation
Business / Owner Name:	City of Davenport
Contact Person:	Mike Stripling
Address:	1 South Allapaha Ave, Davenport, FL
Phone No.:	863-419-3300
Email Address:	mstripling@mydavenport.org
Project Location:	Davenport, FL
Project Manager:	Jessica Loos
Site Superintendent:	Dalton Baylor
Contract Amount:	\$5,951,796
Project Commenced:	September 2019
Substantial Completion:	September 2021
Final Completion:	October 2021
Work Performed:	

Construct 57,000 LF of 6" to 16" Watermain using Open Cut method, 1500 LF of watermain using Direction Drill method on city streets, 420 LF of Jack and Bore, Roadway Restoration.



Project Name:	Santa Rosa Drainage Improvements
Business / Owner Name:	St Johns County BOCC
Contact Person:	Valerie Pacetti
Address:	500 San Sebastian View, St. Augustine, FL 32084
Phone No.:	904-209-0717
Email Address:	vpacetti@sjcfl.us
Project Location:	St. Augustine, Florida
Project Manager:	Dalton Baylor
Site Superintendent:	Daniel Madden
Contract Amount:	\$3,877,392.00
Project Commenced:	June 2023
Substantial Completion:	May 2024
Final Completion:	July 2024
Work Performed:	

Reconstruction of completed roadway including, road base, asphalt paving, curb, concrete box culvert, sidewalk, utilities and drainage system.

Project Name:	Lincolnvile Region Utility Rehabilitation
Business / Owner Name:	City of St. Augustine
Contact Person:	Jessica Beach
Address:	PO Box 210, St. Augustine, FL 32085
Phone No.:	904-209-4227
Email Address:	jbeach@citystaug.com
Project Location:	St. Augustine, Florida
Project Manager:	Dalton Baylor
Site Superintendent:	Dalton Baylor
Contract Amount:	\$1,503,299.07
Project Commenced:	August 2019
Substantial Completion:	September 2020
Final completion:	November 2020
Work Performed:	

Install / Replace 1,200 LF of water, sewer services and 850 LF of stormwater infrastructure including resurfacing and reconstruction of roadway. Additionall, milling and resurfacing 1.4 miles of roadway.



Project Name:	Fort Florida Bridge Replacement
Business / Owner Name:	City of Debary, FL
Contact Person:	Kevin J. Hare
Address:	16 Colomba Rd, Debary, FL 32713
Phone No.:	386-668-2040
Email Address:	khare@debary.org
Project Location:	Debary, FL
Project Manager:	Carolyn Robbins
Site Superintendent:	Daniel Madden Sr.
Contract Amount:	\$ 1,368,950.00
Project Commenced:	November 2025
Substantial Completion:	May 2026
Final Completion:	June 2026
Work Performed:	

Construction included new box culvert, sidewalk, driveways, fencing, guardrail, asphalt reconstruction, pavement marking, gabion baskets, handrail milling and sodding.

**Pearl Street Gravity Sewer Extension & Watermain
Improvements**

Project Name:	Improvements
Business / Owner Name:	City of St. Augustine
Contact Person:	Jonathan Foster, P.E.
Address:	P.O. Box 210, St. Augustine, FL 32085
Phone No.:	904-209-4273
Email Address:	jfoster@citystaug.com
Project Location:	St. Augustine, FL
Project Manager:	Steven Kelley
Site Superintendent:	Justin Griffins
Contract Amount:	\$6,292,289.00
Project Commenced:	March 2024
Substantial Completion:	January 2025
Final Completion:	February 2025
Work Performed:	

Water and sewer improvements along Pearl Street, N Brevard St, N Orange St, Bruen St & John St. Abandone existing septic tank systems & existing lateral connections & private grinder pump assemblies. Restoration of asphalt paving by milling & resurfacing. Reconfigure private plumbing and connect residents to the new sewer infrastructure.

**Project Name:**

Business / Owner Name:

Contact Person:

Address:

Phone No.:

Email Address:

Project Location:

Project Manager:

Site Superintendent:

Contract Amount:

Project Commenced:

Substantial Completion:

Final Completion:

Work Performed:

San Mateo Water Extension

Putnam County, Florida

James Stout, Executive Public Works Director

223 Putnam County Blvd, East Palatka, FL 32131

386-329-0346

james.stout@putnam-fl.gov

San Mateo, FL

John Robbins

Justin Griffins

\$5,175,780.00

August 2023

December 2023

January 2024

Water and sewer improvements along Pearl Street, N Brevard St, N Orange St, Bruen St & John St. Abandone existing septic tank systems & existing lateral connections & private grinder pump assemblies. Restoration of asphalt paving by milling & resurfacing. Reconfigure private plumbing and connect residents to the new sewer infrastructure. 4" and 6" Thick Sidewalk

Project Name:

Business / Owner Name:

Contact Person:

Address:

Phone No.:

Email Address:

Project Location:

Project Manager:

Site Superintendent:

Contract Amount:

Project Commenced:

Substantial Completion:

Final Completion:

Work Performed:

Northcliffe Blvd Force Main Replacement

Hernando County Florida

Joshua Walker

15470 Flight Path Dr., Brooksville, FL 34604

(352)754-4020

JoshuaW@co.hernando.fl.us

Spring Hill, Florida

John Robbins

Randy Phillips

1,999,999.00

February 2025

October 2025

November 2025

Replacement of the Force Main located on Northcliffe Blvd. 85 LF (16" PVC Force Main w/ 30" Steel Casing) Jack-n-Bore. 540 LF 16" Force Main Horizontal Drill.



**Installation of Force Main and Water Main Crossing on US41
from Ayers Road to Runway Drive**

Project Name:
Business / Owner Name: Hernando County Florida
Contact Person: Joshua Walker
Address: 15470 Flight Path Dr., Brooksville, FL 34604
Phone No.: (352)754-4020
Email Address: JoshuaW@co.hernando.fl.us
Project Location: Brooksville, Florida
Project Manager: John Robbins
Site Superintendent: Randy Phillips
Contract Amount: \$1,459,950.00
Project Commenced: May 2025
Substantial Completion: September 2025
Final Completion: October 2025
Work Performed:

Installation of a Force Main & Water Main Crossing on US 41 from Ayers Rd to Runway Dr in Hernando County, FL.
2,700 LF Abandon Existing FM. Jack & Bore 24" - 150 LF, Jack & Bore 30" - 165 LF. Directional Bore 10" - 400 LF. 10"
PVC C-900 Force Main - 4000 LF.

Project Name: **SR 19 Waterline Extension**
Business / Owner Name: City of Umatilla
Contact Person: Troy Mitchell
Phone No.: (352) 343-8481
Email Address: troy.mitchell@halff.com
Project Location: Umatilla, Florida
Project Manager: John Robbins
Site Superintendent: Randy Phillips
Contract Amount: \$1,167,910.00
Project Commenced: March 2025
Substantial Completion: July 2025
Final Completion: August 2025
Work Performed:
Construction of a wastewater lift station and force main.



Project Name:	Central Avenue Lift Station and Force Main Project
Business / Owner Name:	City of Umatilla
Contact Person:	Duane Booth
Address:	902 North Sinclair Ave, Tavares, FL 32778
Phone No.:	(352) 343-8481
Email Address:	dbooth@halff.com
Project Location:	Umatilla, Florida
Project Manager:	John Robbins
Site Superintendent:	Daniel Madden
Contract Amount:	\$2,299,988.00
Project Commenced:	January 2025
Substantial Completion:	June 2025
Final Completion:	July 2025
Work Performed:	

Construction of a wastewater lift station and force main. 12" Horizontal Direction Drill, 4,000 LF

	T7533 SR 93 From N of Skyway Fishing Pier to S of Pinellas	Point Dr
Project Name:		FDOT
Business / Owner Name:		Julie Ostoski
Contact Person:		605 Suwannee St, Tallahassee, FL 32399
Address:		727-575-8311
Phone No.:		julie.ostoski@dot.state.fl.us
Email Address:		Pinellas, FL
Project Location:		Belkys Tilano
Project Manager:		Todd Ohara
Site Superintendent:		
Contract Amount:	\$	7,799,799.00
Project Commenced:		August 2025
Substantial Completion:		July 2026
Final Completion:		August 2026
Work Performed:		

35,000 LF Directional Drill. Replacement, upsizing, relocation, and installation of new water main and wastewater force main, and appurtenances along SR 93.

**Project Name:**

Business / Owner Name:

Contact Person:

Address:

Phone No.:

Email Address:

Project Location:

Project Manager:

Site Superintendent:

Contract Amount: \$

Project Commenced:

Substantial Completion:

Final Completion:

Work Performed:

Court Theophelia Flood Mitigation

City of St. Augustine, FL

Jessica Beach

PO Box 210, St. Augustine, FL 32085

904-209-4227

jbeach@citystaug.com

St. Augustine, FL

John Dross

Jamie Harden

3,224,402.64

January 2026

June 2026

Jul-26

Remove & Replace of existing potable water mains & services. Construction of new gravity sanitary sewer. Remove & Replace existing pavement section including asphalt pavement, sidewalks, driveways, ADA ramps. Remove & Replace existing curbing to include new concrete curb and gutter. Construction of a new stormwater drainage system. Reduction of pavement width for Bannan Ave including installation of bioswale. Install backflow stormwater prevention device.

IFB NO: 3005; NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated August 20, 2026.

For
NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION
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 August 20 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: 3005; NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION

WITNESSES:

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

WITNESSES:

Sean M. Ward
Maddyn Vatares
DTB

DB Civil Construction, LLC

PRINCIPAL:

NAME OF FIRM:

Can Bomp
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Manager
TITLE

4475 US 1 South, Suite 707,
BUSINESS ADDRESS

St. Augustine, FL 32086
CITY STATE

West Bend Insurance Company
SURETY:

WITNESS:

Kendall Bearden
Kendall Bearden, Witness

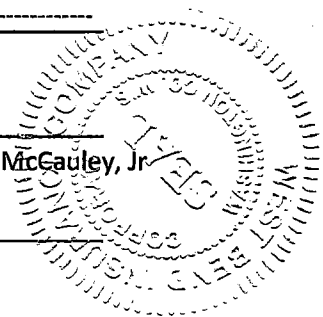
CORPORATE SURETY

S-McC-ly.Tr.
ATTORNEY-IN-FACT (AFFIX SEAL) Sean, McCauley, Jr.

1900 South 18th Avenue,
BUSINESS ADDRESS

West Bend, WI 53095
CITY STATE

McCauley Bond Agency, Attn: Sean McCauley, Jr.
NAME OF LOCAL INSURANCE AGENCY



NOTARY ACKNOWLEDGEMENT

State of Texas

County of Dallas

On this the 20th day of August, 2026, before me, Kendall Bearden (name of notary), personally appeared Sean McCauley, Jr, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (is or are) subscribed to the within instrument and acknowledged that he (he/she/they) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Date: August 20, 2026

Kendall Bearden

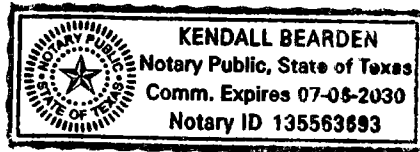
Notary Public

Print Name: Kendall Bearden

Notary ID: 135563693

My commission Expires:

July 6, 2030





Bond No. N/A

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

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

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

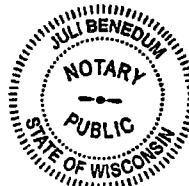
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20th day of August, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

FLORIDA OFFICE OF INSURANCE REGULATION

WEST BEND INSURANCE COMPANY

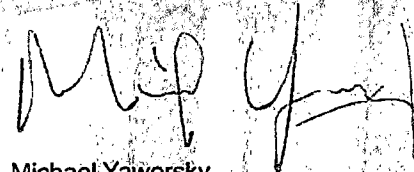
Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a **PROPERTY AND CASUALTY INSURER CERTIFICATE OF AUTHORITY** and remains subject to the laws of Florida.

Original Issuance: 08/29/2019

Replacement Issuance: Tuesday, March 19, 2024

No. 24 - 390698170



Michael Yaworsky
Commissioner
Office of Insurance Regulation



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

INVITATION FOR BIDS NO: 3005

**NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE
AND MARINE OUTFALL CONSTRUCTION**

St. Johns County Purchasing Department
4040 Lewis Speedway
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/departments/purchasing/

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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 specifically provided herein, shall govern over the definitions provided in the Policy.

2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

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

This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or suspend/debar as appropriate, any Bidder or Supplier that does not comply with the applicable requirements set forth in the Policy and associated procedures.

3) PURPOSE

The purpose of this IFB is to solicit Bids from qualified Bidders to complete construction of the North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall at the North Beach Water Treatment Facility located at 415 Nineteenth Street, St. Augustine, FL 32084 in St. Johns County. Commercial diving services are required for this Project. All commercial diving operations shall comply with OSHA 29 CFR 1910 Subpart T – Commercial Diving Operations. The Contractor shall provide evidence of current CPR, First Aid, Oxygen Administration, and commercial diving medical fitness for all dive team members upon request. The County is in the process of obtaining the following permits: Florida Department of Environmental Protection (FDEP) Industrial wastewater for Discharge to Surface Water, U.S. Army Corp of Engineer Permit, and an Environmental Resource Permit/Exemption. The awarded Bidder will be responsible for obtaining and providing the National Pollutant Discharge Elimination System (NPDES) Stormwater Construction Generic Permit (CGP) and any additional permit(s) that may be necessary to complete the Project.

4) BIDDER’S REPRESENTATION

By submitting a Bid, 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 plans, 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 from the SJC Purchasing Department Designated Point of Contact. The IFB Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of IFB Documents. The County, in making the IFB Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

6) INTERPRETATION OR CORRECTION OF IFB DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they

may discover upon examination of the IFB Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the IFB Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

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

7) SUBSTITUTIONS

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

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

8) PRE-BID MEETING & SITE VISIT

There will be a **Non-Mandatory** Pre-Bid Meeting on **Wednesday, July 29, 2026, at 10:00 AM EDST** in the Matanzas A Conference Room at the St. Johns County Utility Department, 1205 SR16, St. Augustine FL 32084, with a site visit immediately following. Attendance is strongly recommended but is not required at the Pre-Bid Meeting and site visit in order to be eligible to submit a bid for this project. Bidders and sub-contractors are highly encouraged to visit the site prior to the Pre-Bid Meeting to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

9) DESIGNATED POINT OF CONTACT

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

10) QUESTIONS

Any and all questions related to this project shall be directed, **in writing**, to the Designated Point of Contact. Questions are due no later than Four o'clock (**4:00PM**) **EDST on Wednesday, August 12, 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.

11) 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.

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 by completing and submitting **Attachment "O" – 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 EDT**) on **Wednesday, August 26, 2026**. Bids must be submitted to:

SJC Purchasing Department
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: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction"**. 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.** 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 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"**.

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 for Bids, as specified herein.

Prior to the Submittal Deadline for Bids, a submitted Bid may be modified or withdrawn by the Bidder 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 for Bids, in order to be considered.

19) COSTS INCURRED BY BIDDERS

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

20) CONSIDERATION OF BIDS

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

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

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

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of

the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

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

21) LOCAL PREFERENCE

The County's Local Preference Policy does not apply to Formal Solicitations, and as such, does not apply to this IFB.

22) PAYEE MANAGEMENT

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. However, in order to link the Supplier's current account with the County in PaymentWorks, the Supplier must provide the email to the person that is used on the Supplier's current account in PaymentWorks. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. The County **cannot** edit, input and/or bypass any portion of the registration for the Supplier. If there are any questions about this process, Suppliers can reach out to Leanne Cribbs at lcribbs@sjcfl.us.

23) 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.

24) MINIMUM QUALIFICATIONS

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

- a. Bidder must be **actively registered with the State of Florida Division of Corporations** as of the submittal deadline for Bids; and
- b. 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 be currently licensed as a **Certified General Contractor (CGC) or Certified Underground Utility and Excavation Contractor (CUC) in the State of Florida)** as of the submittal deadline for Bids.

- c. The Bidder or its subcontractor shall provide documentation with their Bid submittal demonstrating **completion of training at an Association of Commercial Diving Educators (ACDE) accredited commercial diving school, equivalent military or federal commercial diver training, or hold a valid Association of Diving Contractors International (ADCI) Commercial Diver Certification Card** appropriate for the type of diving to be performed.

- d. **Bidder must submit a list of any and all relevant experience within the last seven (7) years with the proposed scope of work** (submit with **Attachment “C” – License/Certification List**). The list must include the Client’s information, total contract value, completion timeframe, and a description of the work performed. At a minimum, the Bidder shall demonstrate successful completion of projects involving the installation of water, wastewater, force main, or outfall pipelines, including at least one (1) project involving installation of pipeline in a navigable waterway or other marine environment of similar size and complexity to the Work described in these Contract Documents. Experience shall include the methods used for pipeline installation and compliance with applicable federal, state, and local permitting requirements. The Experience submitted shall be evaluated to determine whether or not Bidder is responsible to complete the Work. The County reserves the right to check any and all references. Failure to submit documentation to demonstrate experience as stated above shall result in the Bid being deemed non-responsive.
- e. **The Bidder is to submit a Letter of Bonding Capability and Capacity from the Bidder’s Surety (not the agent) demonstrating the level of bonding capability/capacity held by the Bidder is a minimum of \$2 million dollars.** Surety must be licensed to do business in Florida, have been in business and have a 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 Owner. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock, and sound investment and have an “A” rating or better.
- f. Bidders must provide proof of qualifications must be provided by completing and submitting **Attachment “C” – License/Certification List** along with a copy of each required license and certificate listed. All licenses, and certifications must be valid and current on the date bids are submitted.

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.

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.

25) SUB-CONTRACTORS

Each Bidder shall submit to the County, on **Attachment “D”** provided herein, a list of proposed Subcontractors and major materials suppliers for this Work. If no Subcontractors or major material suppliers are proposed, 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) 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.

27) 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 awarded Bidder shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) throughout the duration of the awarded Contract. The awarded Bidder shall comply with Executive Order 11246, as amended, and applicable regulations at 41 CFR Part 60, prohibiting discrimination in employment based on race, color, religion, sex, or national origin.

28) SCRUTINIZED COMPANIES LIST

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. The prohibition applies to contracts for goods or services valued at more than \$1,000,000.

29) 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.

30) COMPLIANCE WITH FLORIDA STAUTES § 287.134 AND § 287.135.

The Bidder hereby certifies that it is in compliance with Florida Statutes § 287.134 and § 287.135. Specifically, the

Bidder affirms that it has not been convicted of a public entity crime, as defined in § 287.133(1)(g), and is not presently listed as a suspended Contractor by any public entity. Furthermore, the Bidder warrants that it does not engage in a boycott of Israel, as prohibited under § 287.135. The Bidder agrees to provide any documentation reasonably requested by the County to verify compliance with these statutes. The Bidder acknowledges that any misrepresentation or failure to comply with the provisions of these statutes shall constitute a material breach of this contract, which may result in termination and the right of the County to pursue any appropriate remedies.

31) 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.

32) FLORIDA TRENCH SAFETY ACT

Bidders shall complete **Attachment "N" - 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.

33) ADDITIONAL FEDERAL AND STATE REQUIREMENTS

The awarded Bidder agrees to comply with any additional federal and or State provisions, certifications, or requirements that may be required by the specific terms and conditions of the applicable federal funding agreement.

34) ANTITRUST VIOLATOR VENDOR LIST

In accordance with Section 287.137, Florida Statutes, an entity or affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a Bid on a contract to provide any good or services to a public entity, may not submit a Bid on any contract with a public entity for the construction or repair of a public building or public work, may not submit a Bid on leases of real property to a public entity, may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact new business with a public entity.

35) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

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

36) 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.

37) 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.

38) CONTRACT TIME – LIQUIDATED DAMAGES

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

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

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Two Hundred Ten (210)** 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. The Contractor and its sureties shall be liable for any damage to the County, including but not limited to denial of reimbursement or de-obligation of any state funding resulting from the Contractor's refusal or failure to timely complete the work as provided in the solicitation Documents, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

Conditions under which Liquidated Damages are Imposed:

If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **five hundred fifty dollars and eighty-five cents (\$550.85) per day** for each and every calendar day of

unexcused delay as “Liquidated Damages”. The parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because the Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the County’s rights of termination and Contractor’s obligation to complete the Work.

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

39) INDEMNIFICATION

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

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

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

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

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

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

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

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

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

40) 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, and not reasonably foreseeable, 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 five (5) 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 five (5) days after the inception of the delay shall only be effective as to additional time incurred during the five (5) 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.

41) CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

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

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

A. OSHA Requirements:

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

B. Compliance with Occupational Safety and Health Act:

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

C. Training and Education:

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

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

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

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

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

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

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

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

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

42) 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.

43) METHOD OF PAYMENT

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

St. Johns County Payment Terms: Net 25 Days per 218.735 (1)(a) Florida Statutes

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

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

44) TAXES

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

45) 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
4040 Lewis Speedway
St. Augustine, FL 32084
Attn: Purchasing Department

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

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

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

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

In addition to the standard insurance requirements specified in the Standard Agreement, this project will require USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA).

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.

46) 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.

47) 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: NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Email

Bidders: Having become familiar with requirements of the project, and having carefully examined the IFB Documents and Specifications entitled for IFB No: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction 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:

LUMP SUM BID PRICE: All cost for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work except for those Bid Items herein listed separately.

\$ _____
Lump Sum Price (Written in Numerals)

\$ _____ /Dollars
Lump Sum Bid Price (Written in Words)

ALLOWANCE 1: Allowance for Permit Fees and Materials \$ 10,000.00

TOTAL BID PRICE: Total amount calculated by adding the Lump Sum Bid Price and Allowance 1 amounts together to determine the Total Bid Price for completion of this Project.

\$ _____
Total Bid Price (Written in Numerals)

\$ _____ /Dollars
Total Bid Price (Written in Words)

Bidder shall insert the Lump Sum Bid Price and the Total Bid Price above, in numerals and in words. The Total Bid Price shall consist of the lump sum price for the project and allowances.

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

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown

therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the IFB Documents as indicated above.

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **five percent (5%) of Total 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)

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 PaymentWorks for registration to set up a PaymentWorks account
OR Point of Contact (POC) who is currently connected to Company's existing PaymentWorks account:**

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 and submitted with each copy of the Bid Proposal.

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

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

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for **IFB No: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction**, in St. Johns County, Florida.

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

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

Notary Public
My Commission Expires: _____

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 and 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			
SJC Local Business Tax Receipt			
FL Certified General Contractor (CGC)			
FL Certified Underground Utility and Excavation Contractor (CUC)			
Commercial Diving Qualifications			

IFB NO: 3005; NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION

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

ATTACHMENT "E"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: **IFB No 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction**

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

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

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

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

Please check the appropriate statement:

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

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

Full Legal Name of Bidder: _____

Authorized Representative(s): _____

Signature

Print Name/Title

Signature

Print Name/Title

ATTACHMENT "F"
DRUG-FREE WORKPLACE FORM

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

_____ does:

Full Legal Name of Bidder

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

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

Signature of Bidder's Authorized Representative

Date

ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY

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

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a 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 contract 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 contract, been terminated, or had an agency submit a claim on a performance/surety bond to take over a contract?

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 an Agency ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes ____ No ____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT "H"

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

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

1. The principal business address of Bidder is: _____

2. I am duly authorized as _____ (Title) of Bidder.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Bidder, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder who is active in the management of the Bidder or an affiliate of the Bidder. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Date of Signature

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

Notary Public

My Commission Expires

ATTACHMENT "I"
NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

FULL LEGAL NAME OF PROVIDER:

ATTACHMENT "J"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

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

Notary Public
My Commission Expires: _____

ATTACHMENT "K"
EQUAL OPPORTUNITY REPORT STATEMENT

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

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

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

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

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

FULL LEGAL NAME OF BIDDER: _____

DATE: _____

ATTACHMENT "L"

Affidavit Regarding the Use of Coercion for Labor and Services

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

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

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

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Bidder

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

Notary Public
My Commission Expires: _____

ATTACHMENT "M"
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 Bidder, 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT "N"
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 "O"
ACKNOWLEDGEMENT OF ADDENDA

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

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

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

NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION

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: 3005; NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION

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

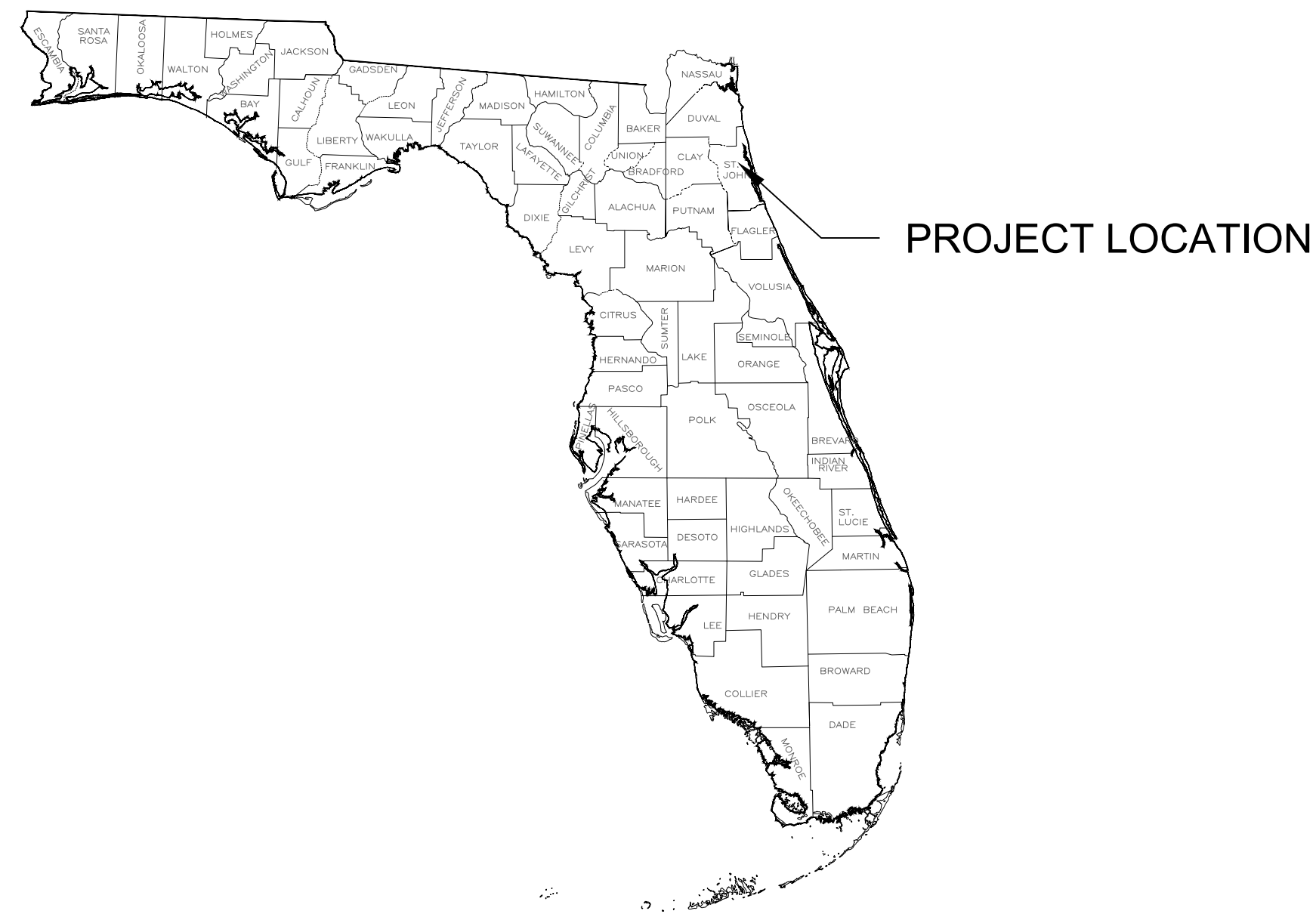
**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	IFB NO: 3005
IFB TITLE:	NORTH BEACH REVERSE OSMOSIS (RO) CONCENTRATE PIPELINE AND MARINE OUTFALL CONSTRUCTION
DUE DATE/TIME:	By 2:00PM EDST – August 26, 2026
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 4040 Lewis Speedway St. Augustine FL 32084



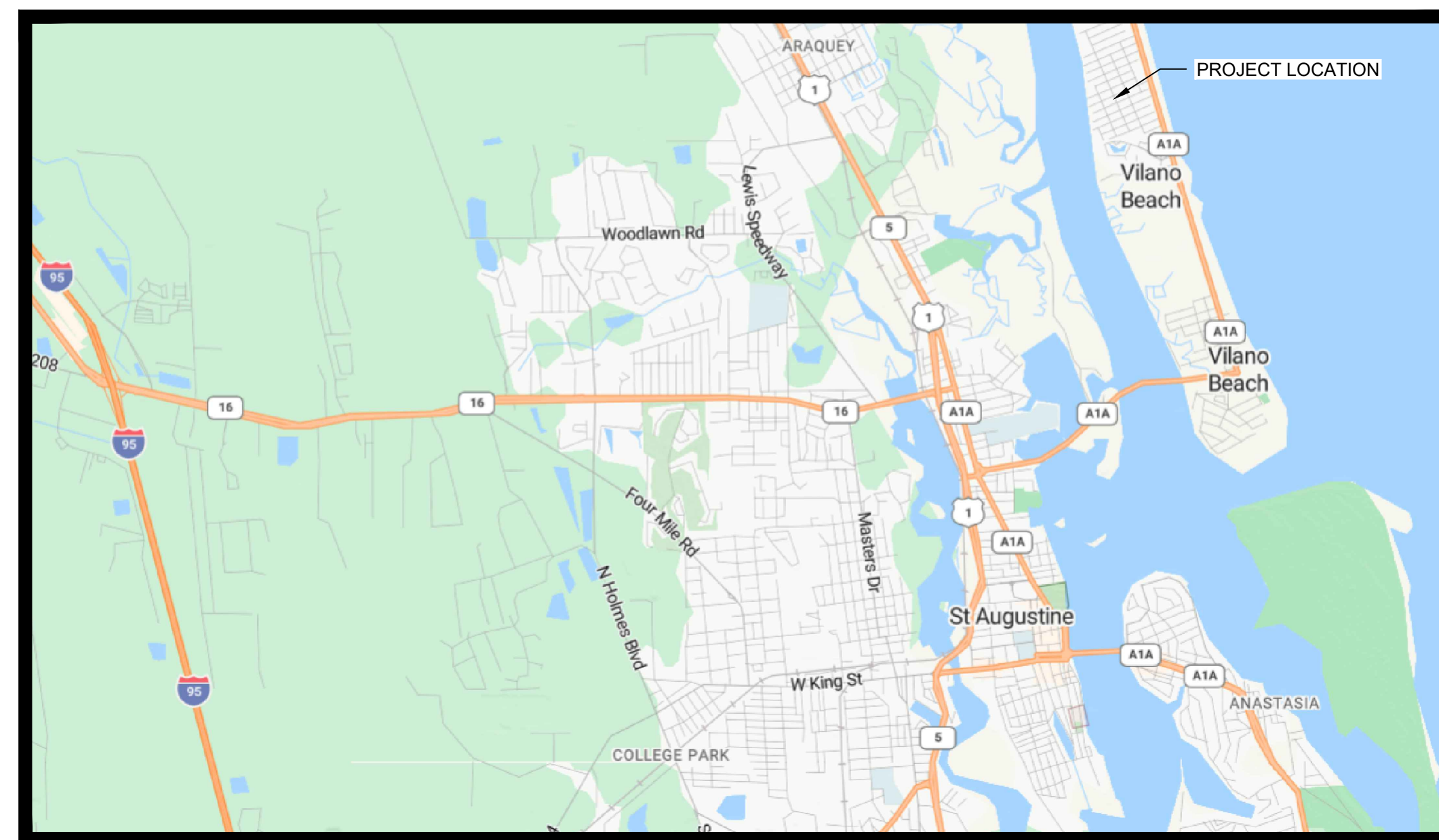
END OF DOCUMENT

CONSTRUCTION DRAWINGS
FOR
NORTH BEACH CONCENTRATE PIPELINE
ST. JOHNS COUNTY, FLORIDA
PREPARED FOR:
ST. JOHNS COUNTY UTILITY DEPARTMENT
PROJECT NO XXXXXXXXXXXX



VICINITY MAP

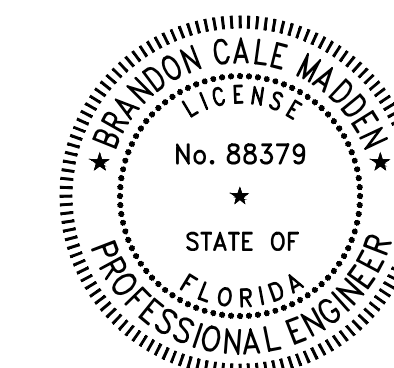
MM PROJECT
NO. 502101130-013



LOCATION MAP
SCALE: NTS

M
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MACDONALD
Mott MacDonald Florida, LLC

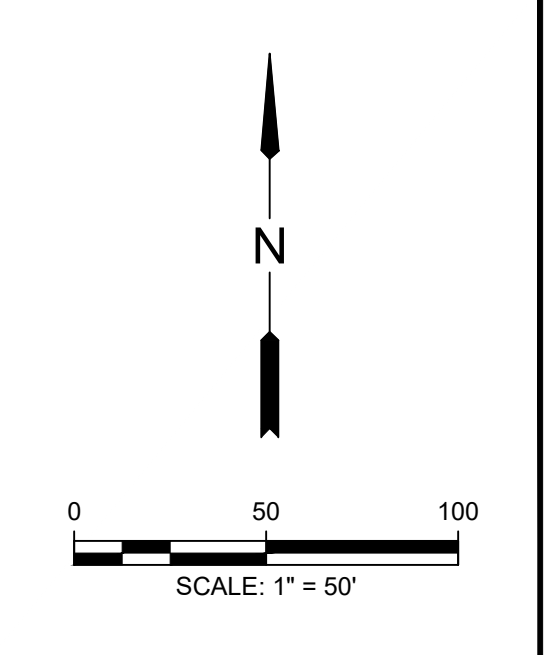
Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
4600 Touchton Road Building 200, Suite 250
Jacksonville, Florida 32246
Telephone: (904) 203-1090



THIS DRAWING IS PART OF A DIGITALLY
SIGNED AND SEALED SET OF DRAWINGS.
IN ACCORDANCE WITH 61G15-23.004,
F.A.C. PRINTED COPIES OF THIS
DRAWING ARE NOT CONSIDERED SIGNED
AND SEALED AND ALL SIGNATURES MUST
BE VERIFIED ON ANY ELECTRONIC
COPIES.

MARCH 2026
100% SUBMITTAL

C:\Users\DEV11747\OneDrive\Documents\Projects\North Beach Concentrate Pipeline\Project Files\MattMac\B_General\Drawings\G-2.dwg Thu Mar 12, 2026 08:52 Current Layout Tab = G-2
Xrefs Attached= S:\CUD_22X34_BOR [1, 2D Models\S\CUD_22X34_BOR.dwg]
Xref-RO_Pipeline [1, 2D Engineering\Xrefs\Xref-RO_Pipeline.dwg]



REVISIONS			
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M
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MACDONALD
Mott MacDonald Florida, LLC

Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
4600 Touchton Rd., Building 200, Suite 250
Jacksonville, Florida 32246
Telephone: (904) 203-1090

DESIGNER: S. ALIX
DRAWN BY: B. LEE
DATE: MAR 2026
CHECKED BY: C. TUCKER
DATE: MAR 2026

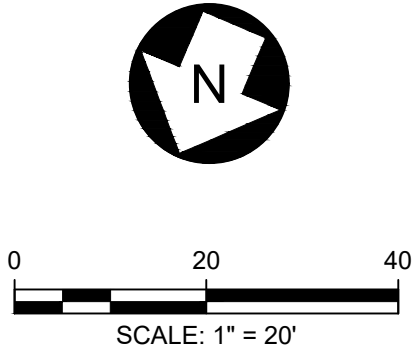
DESIGN ENGINEER
CALE MADDEN, P.E.
FLORIDA REGISTRATION NO.
88379

**St. Johns County**
Utility Department
1205 STATE ROAD 16
ST. AUGUSTINE, FL 32084
PHONE: (904) 209-2626 FAX: (904) 209-2627

**NORTH BEACH
CONCENTRATE PIPELINE**

**OVERALL PROJECT LOCATION
AND LAYOUT**

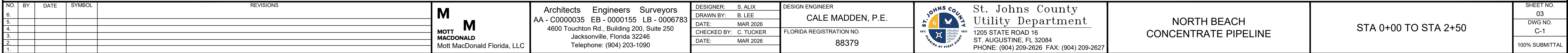
SHEET NO.
02
DWG NO.
G-2
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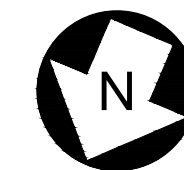
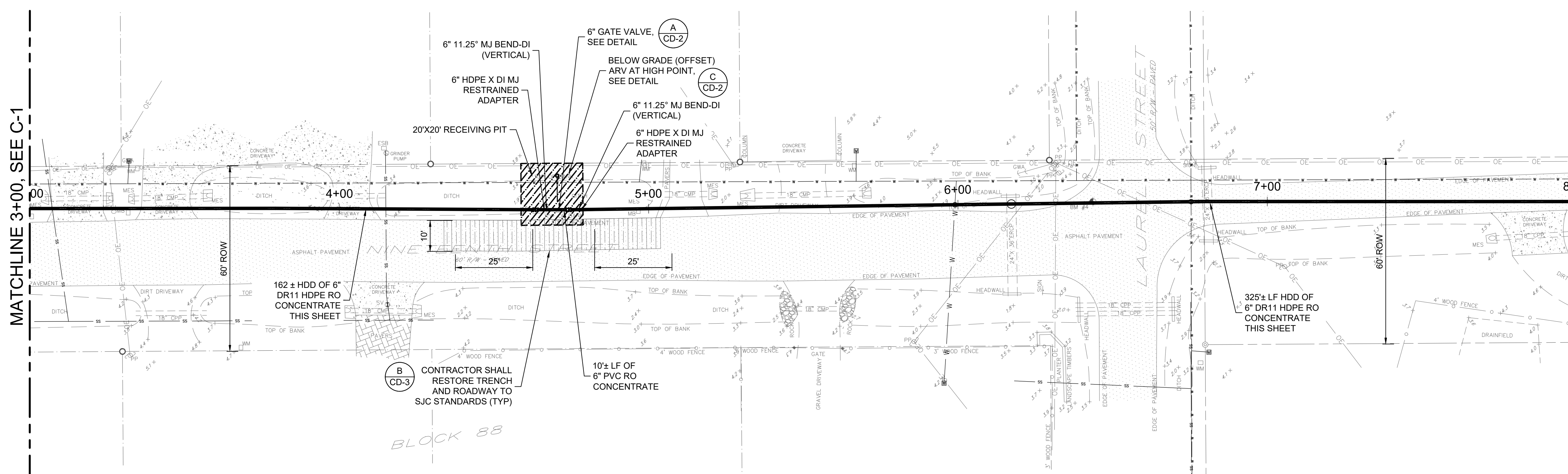


- SURVEY NOTES:**
1. THE PARCEL OF LAND AS SHOWN HEREON LIES WITHIN FEDERAL FLOOD ZONE "AE" (COASTAL FLOOD PLAIN BASE FLOOD ELEVATION 6 FEET) AS DEPICTED ON FLOOD INSURANCE RATE MAP No. 12109C-0308-J, COMMUNITY No. 125147 FOR ST. JOHNS COUNTY, FLORIDA AS REVISED 12/07/2018. <http://www.gis.bocc.co.st-johns.fl.us/imap/>
 2. THE BASIS OF BEARING AS SHOWN HEREON IS THE NORTHERLY RIGHT-OF-WAY LINE OF TWENTIETH STREET HAVING AN ASSUMED BEARING OF S 65°46'22" W.
 3. ALL ELEVATIONS AS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. - 1988).
 4. ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENT.
 5. THIS SURVEY IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SIGNING SURVEYOR'S SEAL.

GENERAL NOTES:

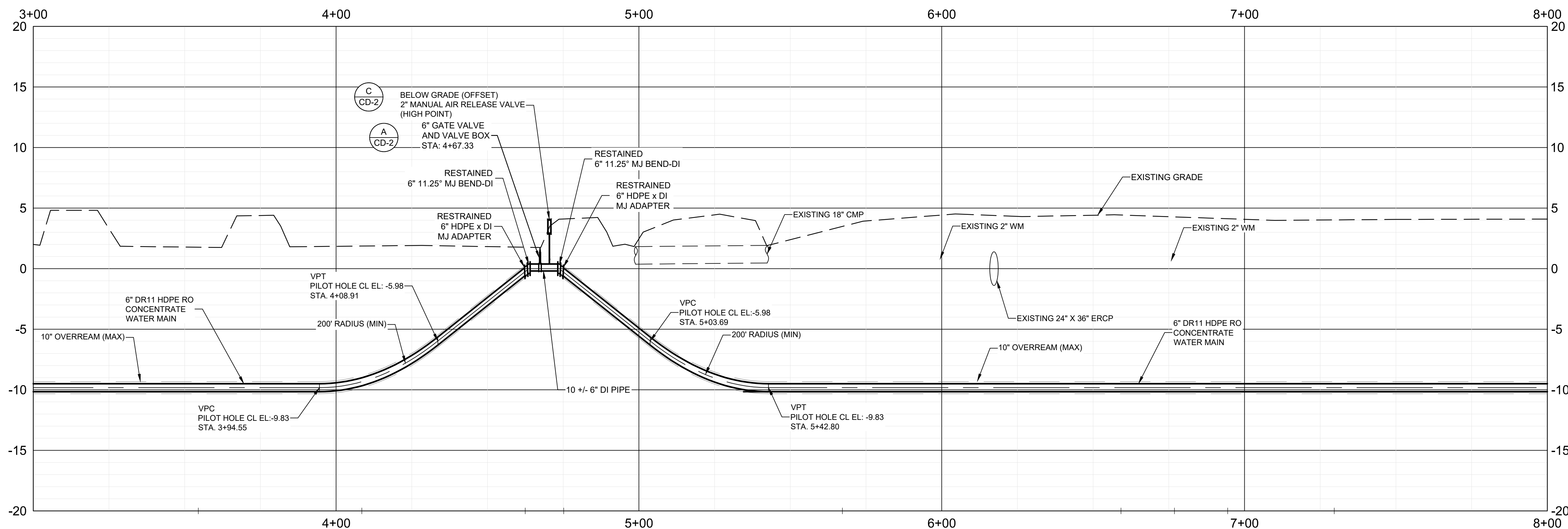
1. IT SHOULD BE NOTED THAT SURVEY WAS PROVIDED BY SJUCD, COMPLETED BY ANCIENT CITY SURVEYORS, 2022. NO ADDITIONAL SURVEY OR TEST HOLES WERE CAPTURES DURING DESIGN OF THIS PIPELINE.
2. PLANT OPERATORS SHALL USE ENTRANCE OFF MYRTLE STREET TO ACCESS THE WATER TREATMENT PLANT WHILE THE NINETEENTH ST. ENTRANCE IS IMPACTED BY CONSTRUCTION.
3. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES THROUGHOUT CONSTRUCTION.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR MOT DURING CONSTRUCTION.
5. PIPE COVER SHALL BE A MINIMUM OF 48" BELOW DROWN BOTTOM/INVERT. PIPE COVER SHALL BE A MINIMUM OF 60" BELOW THE CROWN AT ROADWAY CROSSINGS. FOR MAINS EQUAL TO OR LESS THAN 12", THE MINIMUM AND MAXIMUM COVER SHALL BE 30" AND 36", RESPECTIVELY, IN UNPAVED AREAS AND 36" AND 42", RESPECTIVELY, IN PAVED AREAS.
6. RO CONCENTRATE FLOW SHALL BE ISOLATED AT THE WTP; POTABLE WATER TO BE USED FOR FLUSHING AND HYDROSTATIC TESTING. CONTRACTOR SHALL COORDINATE WITH PLANT OPERATIONS FOR TEMPORARY SHUT DOWN TO TIE INTO EXISTING LINE.



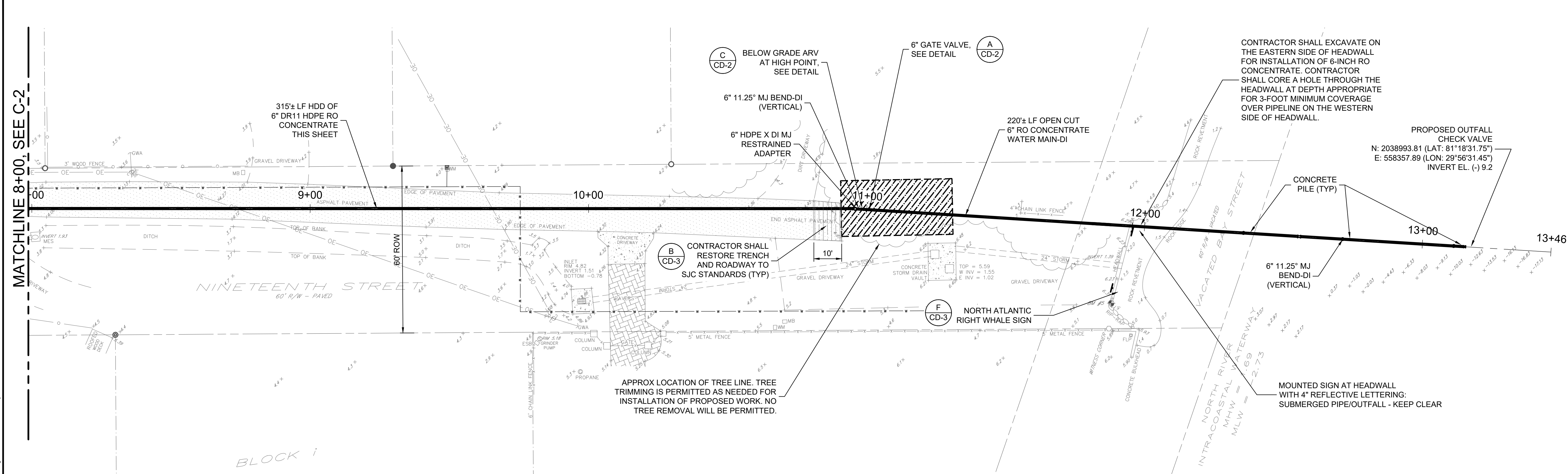


GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES THROUGHOUT CONSTRUCTION.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MOT DURING CONSTRUCTION.
4. PIPE COVER SHALL BE A MINIMUM OF 48" BELOW DITCH BOTTOM/INVERT.
5. PIPE COVER SHALL BE A MINIMUM OF 60" BELOW THE CROWN AT ROADWAY CROSSINGS.

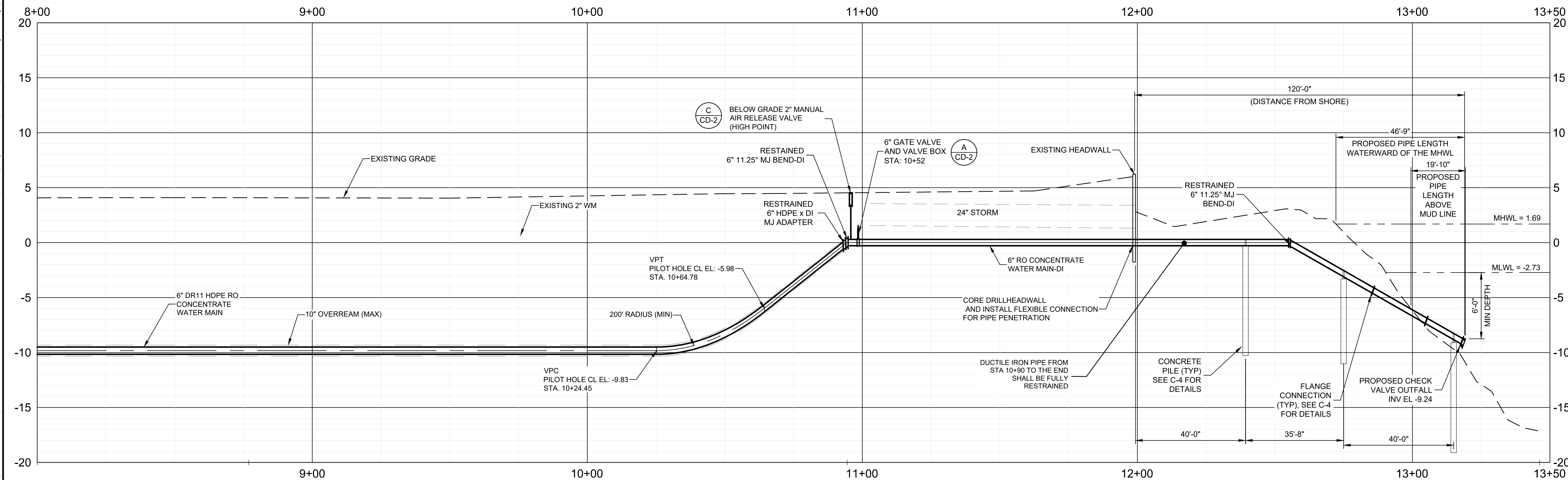


NO.				BY	DATE	SYMBOL	REVISIONS	M M MOTT MACDONALD Mott MacDonald Florida, LLC	Architects Engineers Surveyors AA - C0000035 EB - 0000155 LB - 0006783 4600 Touchton Rd., Building 200, Suite 250 Jacksonville, Florida 32246 Telephone: (904) 203-1090			DESIGNER: S. ALIX		DESIGN ENGINEER		ST. JOHNS COUNTY FLORIDA AT FIRST GLANCE St. Johns County Utility Department 1205 STATE ROAD 16 ST. AUGUSTINE, FL 32084 PHONE: (904) 209-2626 FAX: (904) 209-2627		NORTH BEACH CONCENTRATE PIPELINE		STA 2+50 TO STA 7+50		SHEET NO.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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- GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES THROUGHOUT CONSTRUCTION.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MOT DURING CONSTRUCTION.
4. PIPE COVER SHALL BE A MINIMUM OF 48" BELOW DITCH BOTTOM/INVERT.
5. PIPE COVER SHALL BE A MINIMUM OF 60" BELOW THE CROWN AT ROADWAY CROSSINGS.
6. THE EXISTING HEADWALL IS SHOWN AS 8-FOOT DEPTH. CONTRACTOR SHALL CONFIRM HEADWALL ELEVATION PRIOR TO OPEN CUT AND CORE BORE INSTALLATION.
7. THE SPOT ELEVATIONS IN THE INTERCOASTAL WATERWAY (TOLOMATO RIVER) WERE RECORDED ON 8/25/2025 AT 10:46AM. THE PROFILE GRADE ELEVATION IS DEPICTED BASED ON THESE ELEVATIONS.
8. THE DISCHARGE VELOCITY IS 1.40 FT/S FOR PHASE 1 IMPROVEMENTS TO THE WTP AND FINAL IMPROVEMENT WILL HAVE CONCENTRATE VELOCITY OF 2.21 FT/S.
9. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TURBIDITY CONTROL CURTAINS DURING CONSTRUCTION.
10. THE CONTRACTOR IS RESPONSIBLE FOR ALL ACCESS, SHORING, NOTIFICATION OF CONSTRUCTION/SHIPPING ACTIVITIES DURING PLACEMENT OF THE LINE.
11. BASIS OF DESIGN AND BASIS OF BID ARE FOR CONCRETE PILES. THE COUNTY MAY ACCEPT WOOD PILING AS AN DEDUCTIVE ALTERNATE



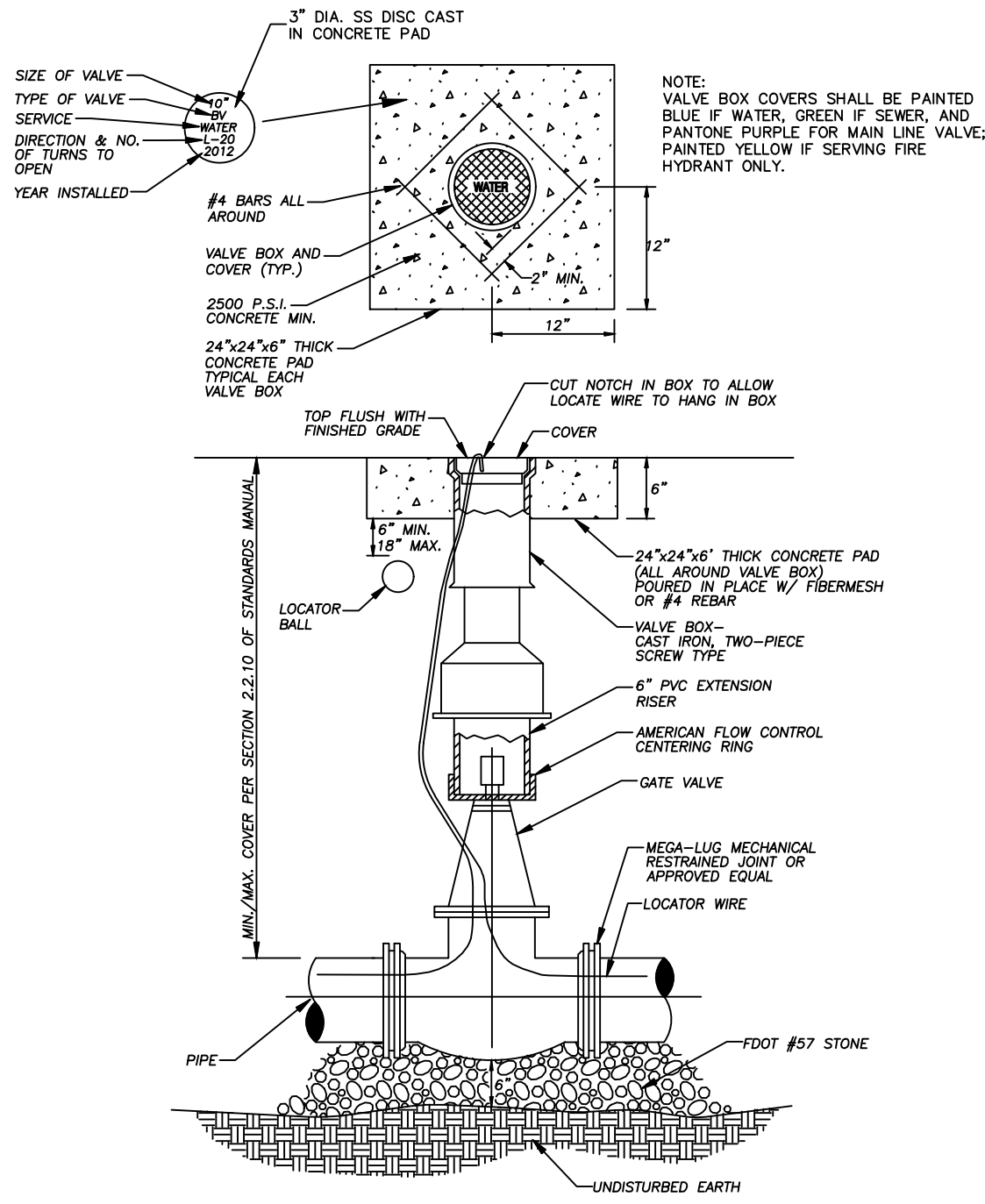
NO.	BY	DATE	SYMBOL	REVISIONS	M M MOTT MACDONALD Mott MacDonald Florida, LLC	Architects Engineers Surveyors AA - C0000035 EB - 0000155 LB - 0006783 4600 Touchton Rd., Building 200, Suite 250 Jacksonville, Florida 32246 Telephone: (904) 203-1090	DESIGNER: S. ALIX	DESIGN ENGINEER	 St. Johns County Utility Department 1205 STATE ROAD 16 ST. AUGUSTINE, FL 32084 PHONE: (904) 209-2626 FAX: (904) 209-2627	NORTH BEACH CONCENTRATE PIPELINE	STA 7+50 TO OUTFALL	SHEET NO.
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NO.	BY	DATE	SYMBOL	REVISIONS	M M MOTT MACDONALD Mott MacDonald Florida, LLC	Architects Engineers Surveyors AA - C0000035 EB - 0000155 LB - 0006783 4600 Touchton Rd., Building 200, Suite 250 Jacksonville, Florida 32246 Telephone: (904) 203-1090	DESIGNER: S. ALIX	DESIGN ENGINEER	ST. JOHNS COUNTY FLORIDA AT FIRST HAND St. Johns County Utility Department 1205 STATE ROAD 16 ST. AUGUSTINE, FL 32084 PHONE: (904) 209-2626 FAX: (904) 209-2627	NORTH BEACH CONCENTRATE PIPELINE	OUTFALL PLAN	SHEET NO.
6.							DRAWN BY: B. LEE	CALE MADDEN, P.E.				06
5.							DATE: MAR 2026					DWG NO.
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3.							DATE: MAR 2026	88379				100% SUBMITTAL
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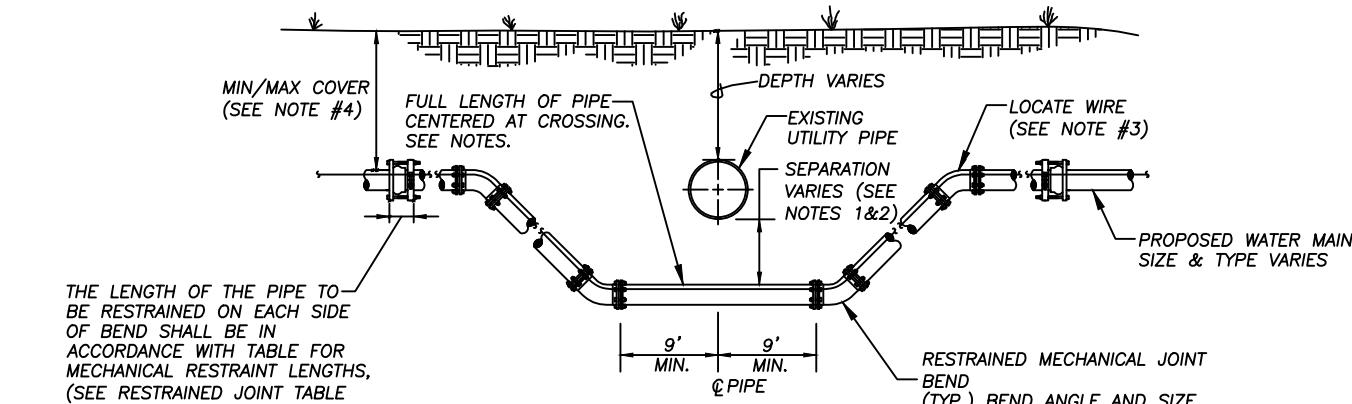
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Current Layout Tab = CD-2 Tue Mar 10, 2026 1:53:57



- NOTES:
1. NUT EXTENSION REQUIRED IF VALVE NUT IS DEEPER THAN 3' BELOW GRADE.
 2. SS I.D. FOR ALL SIZES.
 3. SCORE 3" DEEP GROOVE IN CONCRETE PAD TO DENOTE ORIENTATION OF PIPE.
 4. LOCATION OF VALVE TO BE MARKED BY LETTER "V" SCRIBED A MINIMUM OF 4" HIGH AND 3" DEEP IN CURB AND CURB PAINTED BLUE FOR WATER, GREEN FOR SEWER, PANTONE PURPLE 522C FOR REUSE.
 5. ALL VALVES TO BE INSTALLED WITH ELECTRIC LOCATE WIRE. WIRE SHALL BE COLOR CODED GREEN FOR SEWER MAIN.

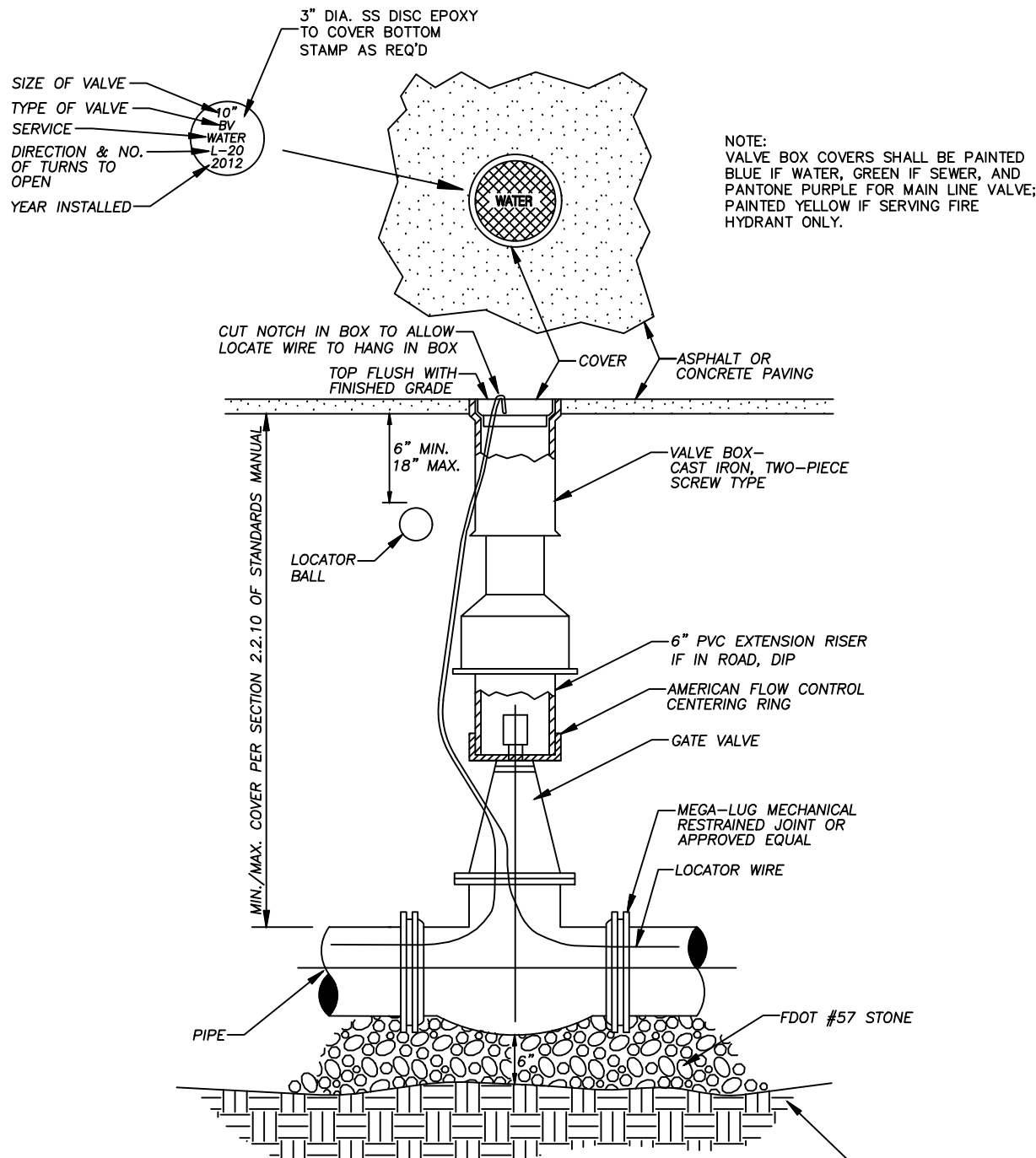
FOR UNPAVED LOCATIONS

A GATE VALVE & BOX 4" -16"
NTS SJCUD 2025 - MODIFIED FOR PROJECT
PLATE G-1/G-2



- NOTE:
1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.
 2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE GENERAL NOTES SHEET GN-1.
 3. LOCATING WIRE REQUIRED: SEE DETAIL G-8.
 4. THE COVER FOR PIPING 12" OR LESS SHALL BE 30" MIN./36" MAX. IN UNPAVED AREAS AND 36" MIN./42" MAX. IN PAVED AREAS, UNLESS PRE-APPROVED BY SJCUD. THE COVER FOR PIPING 16" OR LARGER SHALL BE 42" MIN./54" MAX. IN UNPAVED AND PAVED AREAS, UNLESS PRE-APPROVED BY SJCUD. SEE SECTION 2.2.10 OF STANDARDS MANUAL.

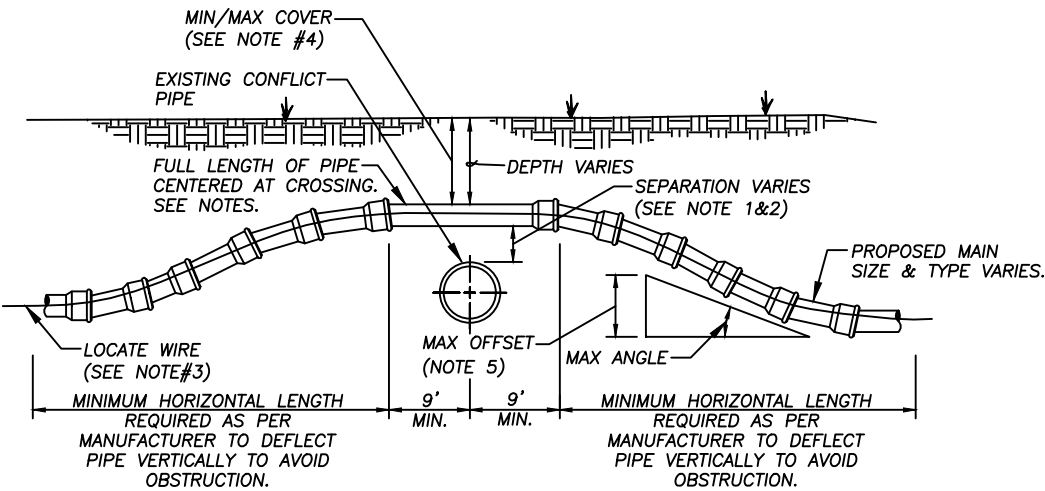
E TYPE "B" PIPE CROSSING WITH FITTINGS
NTS SJCUD 2025
PLATE G-13



- NOTES:
1. NUT EXTENSION REQUIRED IF VALVE NUT IS DEEPER THAN 3' BELOW GRADE.
 2. SS I.D. FOR ALL SIZES.
 3. SCORE 3" DEEP GROOVE IN CONCRETE PAD TO DENOTE ORIENTATION OF PIPE.
 4. ALL VALVES TO BE INSTALLED WITH ELECTRIC LOCATE WIRE. WIRE SHALL BE COLOR CODED GREEN FOR SEWER MAIN.

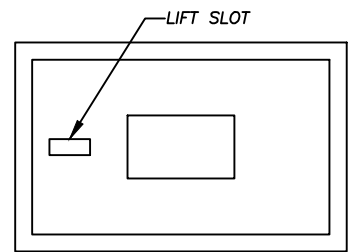
FOR PAVED LOCATIONS

F TYPE "A" PIPE CROSSING WITH DEFLECTION
NTS SJCUD 2025
PLATE G-12

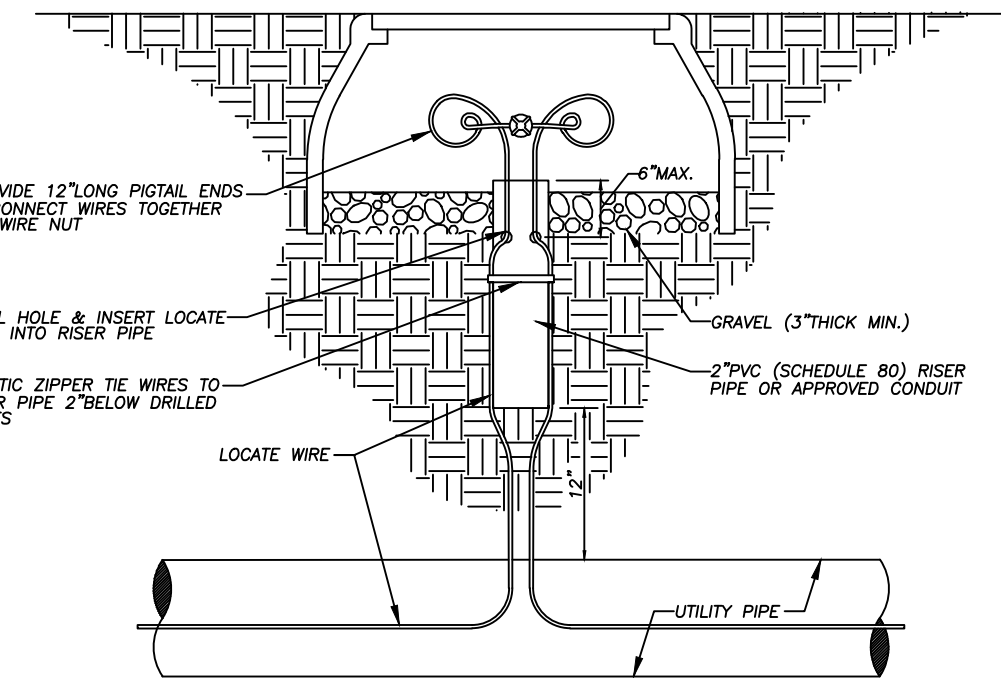


- NOTE:
1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.
 2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE GENERAL NOTES SHEET GN-1.
 3. LOCATING WIRE REQUIRED: SEE DETAIL G-8.
 4. THE COVER FOR PIPING 12" OR LESS SHALL BE 30" MIN./36" MAX. IN UNPAVED AREAS AND 36" MIN./42" MAX. IN PAVED AREAS, UNLESS PRE-APPROVED BY SJCUD. THE COVER FOR PIPING 16" OR LARGER SHALL BE 42" MIN./54" MAX. IN UNPAVED AND PAVED AREAS, UNLESS PRE-APPROVED BY SJCUD. SEE SECTION 2.2.10 OF STANDARDS MANUAL.
 5. SJCUD ONLY ALLOWS 50% OF THE PIPE MANUFACTURER'S RECOMMENDATION FOR JOINT DEFLECTION. BENDING THE PIPE BARREL IS NOT ALLOWED. THE MAXIMUM ARE LISTED IN TABLE BELOW. ONLY MANUAL FORCE CAN BE UTILIZED TO OBTAIN THESE JOINT DEFLECTIONS. ALL OFFSETS ARE BASED ON MINIMUM 20LF OF PIPE LENGTH.

PVC PIPE SIZE	MAX OFFSET (20LF JOINT)
4"	19"
6"	13"
8"	10"
10"	8"
12"	7"
16" & LARGER	5"

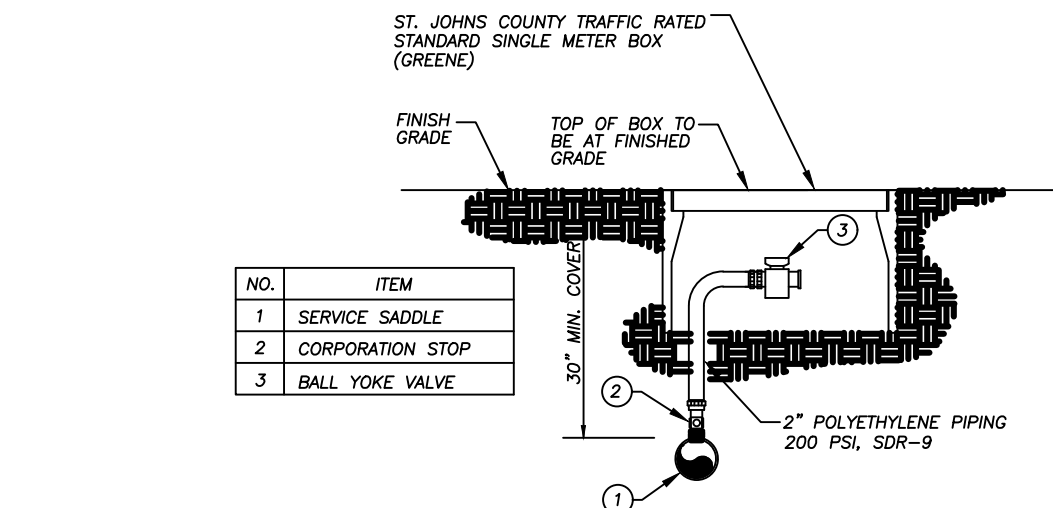


- NOTES:
1. TRAFFIC RATED POLYMER CONCRETE LID (STANDARD-NON BOLT TOWN)
 2. LID COLOR SHALL BE PRE-MANUFACTURED OR PAINTED TO MATCH SERVICE (BLUE=WATER, GREEN=SEWER, PURPLE=RECLAIM)

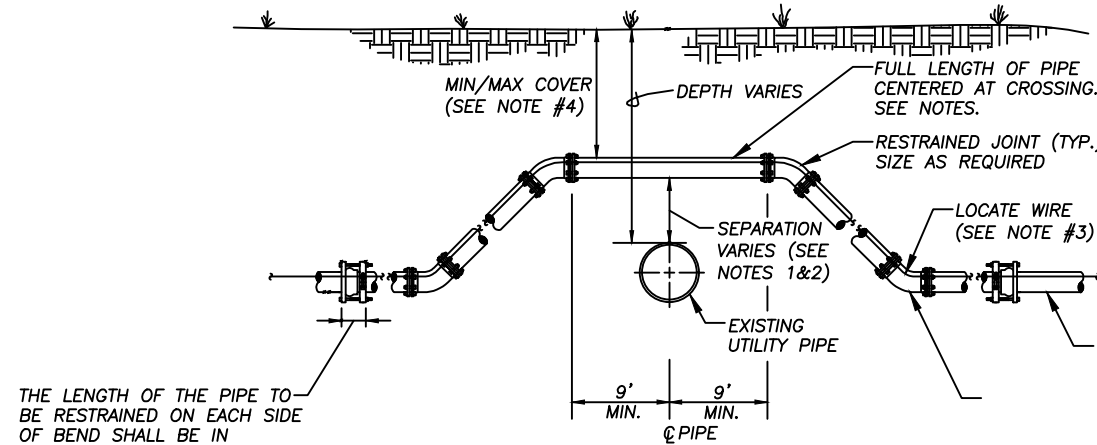


- NOTES:
1. LOCATE WIRE STATION BOX TO BE INSTALLED WHERE THE WIRE CANNOT BE BROUGHT TO GRADE IN A VALVE BOX WITHIN THE MANDATORY 475LF INTERVAL, OR WHERE A SPLICE MUST BE MADE ON THE LOCATE WIRING. NO UNDERGROUND SPLICES.
 2. BOXES SHALL NOT BE LOCATED IN ROADWAYS OR DRIVEWAYS. WHERE MAIN IS IN PAVEMENT, THE RISER PIPE SHALL BE ROUTED USING SOLVENT WELD SWEEP FITTINGS SO BOX IS A MINIMUM OF 2 FEET FROM THE EDGE OF PAVEMENT.
 3. LOCATION OF LOCATE WIRE STATION TO BE MARKED BY LETTERS "LW" SCRIBED A MINIMUM 4" HIGH AND 3" DEEP IN CURB AND CURB PAINTED BLUE FOR WATER, GREEN FOR SEWER, AND PANTONE PURPLE 522C FOR REUSE.
 4. LOCATE WIRE SHALL BE GREEN FOR FORCE MAINS PER SJCUD STANDARDS.

B LOCATE WIRE STATION DETAIL
NTS SJCUD 2025
PLATE G-8

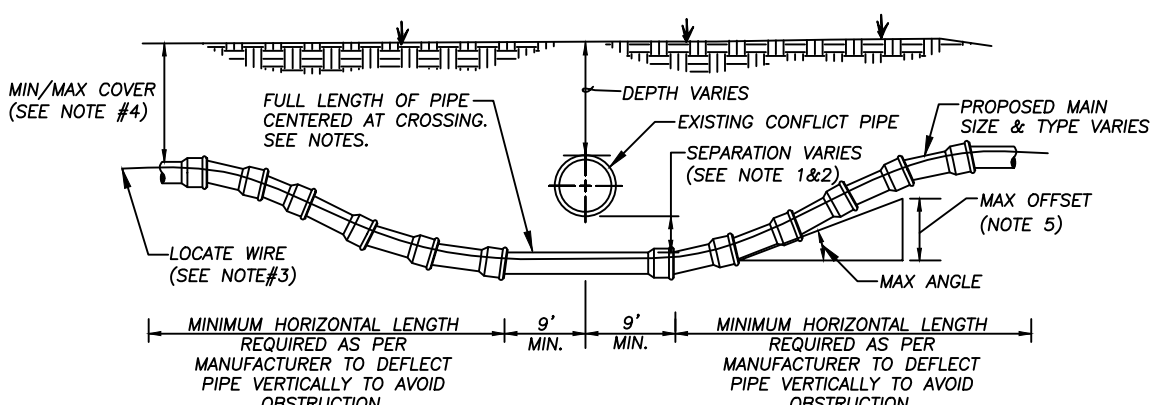


B BELOW GRADE MANUAL ARV DETAIL
NTS



- NOTE:
1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.
 2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE GENERAL NOTES SHEET GN-1.
 3. LOCATING WIRE REQUIRED: SEE DETAIL G-8.
 4. THE COVER FOR PIPING 12" OR LESS SHALL BE 30" MIN./36" MAX. IN UNPAVED AREAS AND 36" MIN./42" MAX. IN PAVED AREAS, UNLESS PRE-APPROVED BY SJCUD. THE COVER FOR PIPING 16" OR LARGER SHALL BE 42" MIN./54" MAX. IN UNPAVED AND PAVED AREAS, UNLESS PRE-APPROVED BY SJCUD. SEE SECTION 2.2.10 OF STANDARDS MANUAL.

D TYPE "A" PIPE CROSSING WITH FITTINGS
NTS SJCUD 2025
PLATE G-11



- NOTE:
1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.
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 5. SJCUD ONLY ALLOWS 50% OF THE PIPE MANUFACTURER'S RECOMMENDATION FOR JOINT DEFLECTION. BENDING THE PIPE BARREL IS NOT ALLOWED. THE MAXIMUM ARE LISTED IN TABLE BELOW. ONLY MANUAL FORCE CAN BE UTILIZED TO OBTAIN THESE JOINT DEFLECTIONS. ALL OFFSETS ARE BASED ON MINIMUM 20LF OF PIPE LENGTH.

PVC PIPE SIZE	MAX OFFSET (20LF JOINT)
4"	19"
6"	13"
8"	10"
10"	8"
12"	7"
16" & LARGER	5"

G TYPE "B" PIPE CROSSING WITH DEFLECTION
NTS SJCUD 2025
PLATE G-14

NO	BY	DATE	SYMBOL	REVISIONS
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4				
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M
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MACDONALD
Mott MacDonald Florida, LLC

Architects Engineers Surveyors
AA - C0000035 EB - 0000155 LB - 0006783
4600 Touchton Rd., Building 200, Suite 250
Jacksonville, Florida 32246
Telephone: (904) 203-1090

DESIGNER: S. ALIX
DRAWN BY: B. LEE
DATE: MAR 2026
CHECKED BY: C. TUCKER
DATE: MAR 2026

DESIGN ENGINEER
CALE MADDEN, P.E.
FLORIDA REGISTRATION NO.
88379

ST. JOHNS COUNTY
St. Johns County
Utility Department
1205 STATE ROAD 16
ST. AUGUSTINE, FL 32084
PHONE: (904) 209-2626 FAX: (904) 209-2627

NORTH BEACH
CONCENTRATE PIPELINE

CIVIL DETAILS

SHEET NO.
08
DWG NO.
CD-2
100% SUBMITTAL



Technical Specifications

for

SJCUD NORTH BEACH RO CONCENTRATE PIPELINE

SJCUD Project No.: XXXX-XXXXX-XXXX-XXXXX-2025
Mott MacDonald Project No. 502101130-013

March 2026



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SECTION 01010

SUMMARY OF WORK

PART 1- GENERAL

1.01 LOCATION OF WORK

- A. The work for this Contract is located on property owned by St. Johns County Utility Department (SJCUD) at 415 Nineteenth Street, St. Augustine, Florida, within St. Johns County (SJC) and within SJC right-of-way (ROW).

1.02 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required to access the site and install new Reverse Osmosis (RO) concentrate piping by both open cut and HDD installation methods as shown on the Drawings and as specified herein.
- B. CONTRACTOR shall follow SJCUD's Manual of Water, Wastewater, and Reuse Design Standards & Specifications, latest version, and these specifications during the Contract duration. CONTRACTOR shall use a Request for Information in the event of a discrepancy requiring SJCUD or ENGINEER clarification.
- C. The following scope of work will be defined as the base bid for this contract and shall include but is not necessarily limited to the following:
 - 1. Mobilization/demobilization, general requirements, bonds, and insurance
 - 2. Site work
 - a. Filling, grading, clearing, grubbing, seeding, sodding, and restoration of along the pipeline route.
 - b. Temporary and permanent pavement restoration along the pipeline route of damaged roadways and driveways. Temporary base course material shall be installed at the end of each workday. Permanent pavement shall be restored weekly at a minimum.
 - c. Sedimentation and erosion control measures
 - 3. Furnish and install the concentrate pipeline system, complete, tested, and ready for operation as shown on the Drawings. Pipe shall be cut to lengths as required to fit installation conditions.
 - 4. Provide all required maintenance of traffic control measures required for the installation of this Work and required by permitting agencies.
 - 5. Furnish and install tie-ins into the existing concentrate pipeline system.
 - 6. All performance and materials testing required during construction
 - 7. All permits necessary to complete the work

1.03 PERMITS AND REGULATIONS

- A. The CONTRACTOR'S responsibility includes compliance with federal, state, and local regulations which in any way affect the work or implementation of the Project.

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1.04 WORK BY OTHERS

- A. CONTRACTOR shall coordinate with the OWNER and any other CONTRACTORS for construction access, as needed.

1.05 WORK DESCRIPTION AND SEQUENCE

- A. Perform work in a sequence to ensure completion of the Work in the Contract Time. Completion dates of the various stages shall be in accordance with the approved construction schedule submitted by the CONTRACTOR.
- B. The CONTRACTOR shall submit a written schedule to the ENGINEER for approval prior to commencing work. Completion dates of the various stages shall be in accordance with the approved construction schedule submitted by the CONTRACTOR.
- C. Specific schedule constraints shall be outlined in Section 01014 Construction Sequence.
- D. Substantial Completion and Final Completion: The project will include two separate major milestones including:
 - 1. Substantial completion: Requires pigging, pressure testing of the concentrate pipeline to put into operation.
 - 2. Final completion: The last stage of construction shall be final construction and shall include the final remaining items subject to ENGINEER'S approval as well as all items listed in Section 01700, Contract Closeout. A total of 30 days has been allotted for final completion after substantial completion.

1.06 CONTRACTOR'S USE OF PREMISES

- A. Any Work within SJCUD property or any modifications to the OWNER's site shall be coordinated with SJCUD. CONTRACTOR shall coordinate activities with any other CONTRACTOR who may be performing work in the same general area.
- B. CONTRACTOR shall limit the use of the premises for his/her Work and for storage to allow for:
 - 1. Work by other CONTRACTORS.
 - 2. Continued use by SJCUD of their facilities and operation
- C. Coordinate uses of premises with OWNER and any other CONTRACTORS.
- D. CONTRACTOR shall assume full responsibility for security of all his/her and his/her subcontractor's materials and equipment stored on the site.
- E. If directed by the OWNER or ENGINEER, move any stored items which interfere with operations of OWNER or other CONTRACTORS.

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SUMMARY OF WORK

1.07 CONTRACTOR'S STAGING, STORAGE, AND STOCKPILE AREA

- A. Due to the existing slope at the site, limited areas on the site are available for the CONTRACTOR's staging, storage, stockpile, and trailer areas. The CONTRACTOR is not required to provide a trailer and is only allowed to set a trailer on the site if coordinated and approved by the OWNER. Should the CONTRACTOR require additional space for trailers or storage this shall be obtained by them and at their cost and included in the base bid cost of the work.

1.08 SECURITY

- A. The CONTRACTOR shall ensure that each employee, representative, Supplier, and others acting for the CONTRACTOR use designated staging areas and parking areas.
- B. The CONTRACTOR shall employ watchmen on the work when necessary and shall erect and maintain strong and suitable barriers and lights as necessary to prevent the happening of any accident to a person, to the property, to existing infrastructure, to the work, and to any materials stored onsite.
- C. The CONTRACTOR shall employ any additional temporary fencing and gates to adequately protect the work and shall provide all access required by the ENGINEER and the OWNER.
- D. Stored materials shall be kept in a neat and orderly manner. Materials that are subject to deteriorations by exposure to the sun, rain, or other elements shall be kept adequately covered and protected.
- E. The CONTRACTOR shall be responsible for protecting all stored materials and the project site safe from theft and vandalism. The CONTRACTOR shall employ security personnel and erect additional fences as necessary at no additional cost to the OWNER.

1.09 BASIS OF DESIGN AND MODIFICATIONS FOR ALTERNATE EQUIPMENT

- A. Drawings indicate the extent and general arrangement of the Work. If any departures from the Drawings are deemed necessary by the CONTRACTOR to accommodate the materials and equipment they propose to furnish, details of such departures and reasons therefore shall be submitted. No such departures shall be made without the prior written approval of the ENGINEER and OWNER. Approved changes shall be made without additional cost to the OWNER.
- B. The specific equipment proposed for use by the CONTRACTOR on the project may require changes to structures, auxiliary equipment, piping, electrical, mechanical, controls, or other work to provide a completely satisfactory operating installation. The CONTRACTOR shall submit to the ENGINEER for approval all necessary Drawings and details showing such changes to verify conformance with the overall project structural and process requirements and overall project operating performance. The lump sum bid price shall include all costs in connection with the preparation of new

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drawings and details and all changes in construction work to accommodate the proposed equipment, including increase in the costs.

- C. In the event that the ENGINEER is required to provide additional engineering services as a result of substitution of materials or equipment, which are not listed as "or equal", or changes by the CONTRACTOR in dimension, weight, power requirements, etc. of the equipment accessories furnished, or if the ENGINEER is required to examine and evaluate any changes proposed by the CONTRACTOR for the convenience of the CONTRACTOR, then the ENGINEER'S charges in connection with such additional services shall be charged to the CONTRACTOR by the OWNER.

PART 2- GENERAL PRODUCTS (NOT USED)

PART 3- GENERAL EXECUTION (NOT USED)

END OF SECTION 01010

SECTION 01014

CONSTRUCTION SEQUENCE

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. This project consists of work at the existing North Beach Water Treatment Plant (WWTP) located at 415 Nineteenth Street, St. Augustine, FL owned by St. Johns County. The improvements will involve construction of new RO concentrate discharge main running from the plant west down Nineteenth Street where it will discharge to the Tolomato River (Intercoastal Waterway) and supported with pipe pilings. All coordination of phasing and sequencing of construction shall be approved by the OWNER and ENGINEER and shall be confirmed in writing by the OWNER in order to be valid.
- B. This project requires detailed construction sequencing and scheduling. Notification requirements and submittals required herein and as described in other technical specifications will be required and shall be coordinated in the overall schedule. The construction progress schedules required under Section 01300 shall reflect the conditions presented in this section.
 - 1. Wet tapping of the concentrate discharge pipe tie-in shall be completed during low flow times of operation. It is assumed that the RO concentrate line will be installed prior to the improvements that are scheduled for the WTP. All tie-in connections shall be coordinated with the owner with 5 days notice prior to scheduling. Contractor shall provide tie-in sequencing as required by the owner.
 - 2. The pilings indicated at the outfall of the RO Concentrate line shall be installed via one of the installation methods described in the 03162 specification or engineered approved equal.
- C. Modifications that affect or may affect the operation of the existing facility shall not be made without written permission from the OWNER.
- D. Notification requirements and submittals required herein and as described in other technical specifications will be required and shall be coordinated in the overall schedule. The construction progress schedules required as per Section 01300 shall properly reflect the constraints and sequencing outlined herein.
 - 1. Startups, tie-ins, and training shall not occur on Fridays.
 - 2. A minimum of 14 working days advance notice shall be provided to both the OWNER and ENGINEER for all pre-startup checkouts, startup of any system, and tie-ins (piping, electrical, or instrumentation in nature). All disruptions will be subject to OWNER's prior approval and limitations.
 - 3. Startup plans by equipment as well as a system wide startup plan shall be received at least 30 days prior to the day anticipated for review and approval by the OWNER and ENGINEER.
 - 4. Normal manned operation at the plant are from 6 am to 2 pm; 7 days a week.
- E. The OWNER reserves the right to postpone connections to existing utilities due to operational and/or weather-related concerns.

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CONSTRUCTION SEQUENCE

1.02 DEFINITIONS AND TERMS

- A. Construction Scheduling Constraints: Constraints for performance of the Work required because of special sequencing with other parts of the Work, OWNER system operation requirements, calendar time constraints and special testing, and commissioning and procedures are identified in this Section. These constraints are in addition to the standard procedures such as maintaining working drawings, testing, commissioning, training, etc. These constraints shall be included in the CONTRACTOR's progress schedule.
- B. Special Conditions: Certain special conditions related to performance of the Work are identified in this Section and shall be included in the CONTRACTOR's progress schedule.

1.03 NOTIFICATION REQUIREMENTS

- A. The CONTRACTOR shall give a **minimum of 14 working days advance written notice** to the OWNER and ENGINEER of each component proposed for shutdown, tie-in, or disruption, all of which shall be subject to OWNER's prior approval and limitations. Shutdowns, tie-ins, or disruptions specifically mentioned in this Section must conform to this requirement and any others requested by the ENGINEER or OWNER.
- B. No work which affects or could affect the plant operations shall be performed without a specific work and implementation plan written by the CONTRACTOR and approved in advance by the ENGINEER and the OWNER.

1.04 SUBMITTAL REQUIREMENTS

- A. CONTRACTOR shall submit shop drawings, working drawings, and working plans in accordance with Section 01300 to show schedules and details of all temporary services, bypasses, tie-ins, and connections to existing systems.
- B. No shutdowns are anticipated for this project. CONTRACTOR shall submit an RFI if they believe any shutdowns are required.

1.05 SITE CONDITIONS

- A. Several areas of construction under this contract must be coordinated with plant operating personnel and accomplished in a logical order to maintain the process flow through the plant and to allow construction to be completed within the time allowed by the Contract Documents. The CONTRACTOR shall coordinate the activities to allow for orderly and timely completion of all the work.
- B. When access through construction areas must be disrupted, the CONTRACTOR shall provide alternate acceptable access for the plant's operators.
- C. The CONTRACTOR shall coordinate the activities in the interface or common areas with the plant operators. The CONTRACTOR shall submit to the ENGINEER and the OWNER a description and schedule as to how the common areas will be utilized,

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recognizing the required coordination with the plant operators. Access to existing process equipment must be provided to the plant operators at all times.

- D. Various components of construction will involve work in close proximity to existing structures and piping. The CONTRACTOR shall coordinate with the plant operators or OWNER prior to starting any such work that has the potential to disrupt service and discuss back-up plans. Furthermore, the CONTRACTOR shall provide any corrective measure or temporary facilities necessary to perform the work at no additional cost to the OWNER and without interrupting the plant operation. Where temporary shoring is required in order to allow new construction to proceed while protecting adjacent existing plant structures still in operation, the CONTRACTOR shall engage the services of a company to design and install engineered systems signed and sealed by a Florida PE.
- E. Where potable water is required in large quantity for preoperational or watertightness testing or other use, the CONTRACTOR shall provide all necessary facilities and pay all costs associated with delivering water from the point of supply to the point of use. The OWNER will provide the water free of charge. The CONTRACTOR shall be responsible for temporary installation of the water meter, back flow preventer, and piping for use on an interim basis until any newly proposed systems are installed, tested, and put into service.
- F. During all startup and performance testing activities, the CONTRACTOR shall make available the manpower, equipment, and manufacturer's representatives required to make any necessary adjustments and training.
- G. The CONTRACTOR shall conduct their operations so as to cause the least possible interference and/or inconvenience with the normal operations of adjacent utilities. Dust-tight and noise dampening partitions, or other methods approved by the ENGINEER to contain dust, debris, rain, noise, etc., from construction areas shall be provided. Protective covers for equipment, furnishings, and water filled basins shall be provided by the CONTRACTOR in areas of work.
- H. The CONTRACTOR shall maintain access to all driveways along the project location and minimize any disruptions that may occur. CONTRACTOR is responsible for implementing and maintaining appropriate traffic control throughout the duration of the project.

1.06 CONSTRUCTION CONSTRAINTS

- A. The CONTRACTOR shall meet the constraints below and shall consider these constraints when developing their overall plan of construction. The list is not all inclusive or intended to release the CONTRACTOR from the responsibility of coordinating the Work in any manner which will ensure project completion within the time allowed. The following areas are not necessarily listed in their required sequence of construction. However, the overall general sequence outlining the critical items is provided below. Should the CONTRACTOR wish to deviate from this overall sequence they shall obtain the OWNER and ENGINEER's permission and approval prior to proceeding.

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CONSTRUCTION SEQUENCE

B. Sitework

1. Erosion control, temporary fencing of all construction areas, and tree protection shall be installed within 30 days after the Notice to Proceed. All such devices shall be installed prior to any onsite work commencing.
2. Locations and numbers of sedimentation control facilities shall be adjusted as the work progresses so that all site runoff flows through sedimentation control facilities at all times. Facilities shown are minimums only. At no time shall silt-laden water be allowed to leave the site. Maintenance and upgrading of facilities shall be scheduled weekly and after all rain events.
 - a. The CONTRACTOR shall check the Tolomato River (Intercoastal Waterway) daily for sedimentation and erosion control and shall provide additional measures or means to minimize any impacts to adjacent property.
3. Perform clearing and grubbing, site preparation, and brush removal as required to perform the work shown on the Drawings. Brush removal shall be limited to what is reflected on the Drawings unless otherwise approved by the OWNER.
4. All existing trees on the site around and/or adjacent to the construction area shall be protected and remain undamaged at all times. CONTRACTOR shall not remove any trees but may trim them as approved by the OWNER if required for site access. If the CONTRACTOR anticipates damage to a tree due to construction activities, the CONTRACTOR shall contact the ENGINEER immediately and prior to commencing work in that area.
5. All underground pipe, conduits, cables, duct banks, and structure installation work shall be organized and scheduled to accomplish the following:
 - a. All underground work shall be performed concurrently to avoid subsequent trenching through the same areas to a reasonable extent.
 - b. Existing utilities shall remain fully operational. No outages shall be allowed without pre-planned, scheduled, and organized temporary outages that have been approved by the OWNER and ENGINEER through the RFI process.
 - c. All connections to existing utilities shall be scheduled through the ENGINEER and OWNER.
6. Since work will be occurring around active, existing pipes, the CONTRACTOR shall prepare working drawings of existing and proposed new work to scale and submitted to the ENGINEER in advance of excavation. This will require additional utility potholing and excavations to locate and determine pipe elevations. The ENGINEER has provided all known existing information to the CONTRACTOR, but the CONTRACTOR shall confirm these items prior to submitting the pipe laydown submittal.
7. Dewatering activities which discharge to the storm sewers or ditch shall be properly protected and desilted and permitted. It is anticipated that dewatering activities will be required on the site for various activities and construction of the Work. It's the CONTRACTOR'S responsibility to coordinate the dewatering permit, the quantity and length of dewatering with the means by which disposal will occur. Claims or delays related to the ineffectiveness, length or duration of dewatering, or extent of required dewatering activities will not be considered.
 - a. The CONTRACTOR shall submit a Notice of Intent to Use Noticed General Permit for Short Term Construction Dewatering to the St. Johns River Water Management District prior to starting dewatering activity at the project site.

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- H. Final Piping Connections and Pressure Testing
 - 1. All connections shall be coordinated with the OWNER's operating staff and scheduled a minimum of two weeks in advance with the OWNER. The CONTRACTOR shall pressure test all piping prior to making connections.
 - 2. Once the manufacturer has certified each individual system is ready for operation, the CONTRACTOR shall make all connections to the existing pipes. These connections will be through wet tapping the force main and shall not require temporary shutdown(s) of the force main. The CONTRACTOR shall schedule these connections at least 14 working days prior with the ENGINEER and OWNER. All connections to the existing system will remain intact until the system is performance tested and approved for final use.

1.07 PERMITS

- A. The CONTRACTOR shall arrange for all required regulatory agency inspections and coordinate their schedule with the OWNER and ENGINEER. The CONTRACTOR shall close out the issued regulatory permits at the end of the Contract and provide the OWNER and ENGINEER with copies of all submitted documentation, in addition to all specified documentation required by the Contract for its Final Completion.
- B. A copy of any approved permits is attached in **Appendix A**.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01014

SECTION 01015

MEASUREMENT AND PAYMENT

PART 1 — GENERAL

1.01 SCOPE OF WORK

- A. The scope of this section defines the items included in each bid item on the Official County Bid Form of these Specifications. Payment will be made based on completion in a satisfactory manner of the specified items included in the description in this section for each bid item. Not all work required, significant or incidental, is identified in this section or the Bid Schedule. Where work is shown on the Drawings and/or specified in the Specifications but not specifically described in this section or is incidental to or affiliated with the work as identified, the work shall be deemed to be included in the value of the work described in the payment items with which the work is most closely associated. All work shown or specified is included in these payment items.
- B. The prices included on the Official County Bid Form will be full compensation for all labor, materials, tools, equipment, incidentals, permit fees, bonds, taxes, mobilization, demobilization, insurance, overhead and profit, and other miscellaneous costs necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications. Payment for all items listed on the Official County Bid Form will constitute full compensation for all work shown and/or specified and required to accomplish the intent of this Contract.
- C. As specified in the SJCUD General Conditions, payment may be made for materials delivered and properly stored in the areas specified. Payment for any stored material or equipment shall not imply that the material or equipment meets the Contract Specifications or that it will be found acceptable when incorporated into the Work.
- D. Retainage and other payment conditions apply to all payments.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 POLYVINYL CHLORIDE (PVC), FUSIBLE POLYVINYL CHLORIDE (FPVC), STAINLESS STEEL (SS), AND DUCTILE IRON (DI) FORCE MAIN PIPE, RESTRAINTS, FITTINGS, AND VALVES

- A. Measurement
 - 1. HDPE RO concentrate pipe, when delivered, unloaded, transported, excavated, installed, backfilled, tested, and accepted, will be measured for payment by the OWNER and ENGINEER. Measurement for payment does not signify that the pipe is accepted. Measurement for length will be along the centerline of the pipe to the actual pipe limits shown.

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2. Measurement of restrained pipe, fittings, and valves shall be based on the individual items furnished, installed, and tested as part of the pipe installations as counted for measurement by the OWNER and ENGINEER.

B. Payment

1. Payment for the above work and installing the concentrate main, fittings, and valves where indicated on the Drawings or where directed by the ENGINEER will be made for the size pipe and fittings installed for the lengths and units indicated on the Drawings when confirmed by the ENGINEER, at the applicable price per linear foot bid or unit price per fitting/vent/valve on the Official County Bid Form which price and payment shall include, but not be limited to, full compensation for:
 - a. Supply of pipe, fittings, valves, and materials;
 - b. Scheduling and coordination of deliveries with the supplier(s);
 - c. Providing, preparing, and maintaining delivery and storage areas;
 - d. Inspecting and accepting the pipe, fittings, valves, and materials at the delivery areas;
 - e. Unloading, storing, and protecting the pipe, fittings, valves, and materials at the delivery and storage areas;
 - f. Loading and transporting the pipe, fittings, valves, and materials to the points of installation;
 - g. Dewatering, including wells, well points, pumps, pipes, silt basins, power supplies, and removals;
 - h. Excavation, bedding, and backfill, including but not limited to:
 - i. Excavation, transporting, storing, protecting, drying, returning, and backfill of excavation materials;
 - ii. Importing approved common fill and/or disposal of unsuitable excavation as necessary;
 - iii. Backfill compaction;
 - iv. Excavation sheeting, shoring, and bracing whether shown on the Drawings, including systems called out to be designed by the CONTRACTORS's professional engineer;
 - v. All trench and excavation cutting requiring protective sheeting, shoring, trench shields and boxes, and other OSHA required means, methods and devices shall be designed by a Florida licensed professional engineer for live and dead loads and groundwater conditions;
 - i. Installing the pipe, fittings, valves, and materials;
 - j. Making all pipe connections;
 - k. Performing and supplying all appurtenances and temporary taps required for the installation, flushing, pigging, cleaning, and testing of the concentrate main system;
 - l. Supply and installation of all necessary concentrate main signage;
 - m. Loading and shipping pipe, fittings, vents, valves, and materials damaged by the CONTRACTOR and paying for repair or replacement;
 - n. Temporary pavement and grassed shoulder backfill, compaction, and restoration at the end of each workday;
 - o. Maintenance of Traffic/Temporary Traffic Control;
 - p. Compliance with all permit requirements;

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and all other work required for a full, operable, and complete installation. This payment shall fully compensate the CONTRACTOR for furnishing all labor, materials, equipment, and incidentals required to complete the work as shown on the Drawings, excluding those items for which measurement and payments are separately specified.

3. Payment for the above work shall also include all necessary underground and aboveground utility investigate work, including but not limited to:
 - a. Performing all necessary GPR, test holes, Sunshine 811 tickets, and other field verification efforts to locate existing underground utilities and structures prior to beginning construction and during construction;
 - b. Protection, removal, relocation, and/or replacement of existing above and below-ground facilities, structures, pipes, appurtenances, and utilities as necessary;
 - c. Protection, removal, and replacement of storm inlets, culverts, manholes, pipes, and other storm drainage facilities to match existing facilities;
 - d. Maintenance of storm flows and storm drainage system flows interrupted by the work;
 - e. Offsite disposal of surplus excavated material and removed items at approved locations;
 - f. Construction of temporary utilities;
4. Payment for the above work shall also include all necessary site work, including but not limited to:
 - a. Surveys and horizontal and vertical control and as-constructed surveys;
 - b. Installation and maintenance of work area safety protection;
 - c. Installation and removal of additional temporary chain link fencing required for HDD installation not shown on the Drawings;
 - d. Erosion and sedimentation control, including furnishing, installing, and maintaining silt fences, sediment traps, diversion ditches, check dams, etc.;
 - e. Preparation, seeding, sodding, and mulching of easement and right of way areas and sodding where required on the drawings;
 - f. Reconstruction and regrading of road shoulders, ditches, and easement areas;
 - g. Protection of trees to remain; trimming of trees and other vegetation, grubbing of stumps and roots, disposal within the project limits as shown of the Drawings;
 - h. Replacement of damaged shrubs, trees, landscaping, mailboxes, driveways, signs, and other property within the project limits;
 - i. Installation, removal and restoration of access and access roads to construction sites;
 - j. All other site cleaning and restoration to restore site per Drawings or to original conditions.
5. Payment shall also fully compensate the CONTRACTOR for any other work which is not specified or shown but which is required to complete the work of Items as shown on the Drawings and as specified herein.
6. Payment shall fully reimburse the CONTRACTOR for cooperating with and meeting all the requirements of the St. Johns County Engineering Right of Way Division, FDEP, SJRWMD, OSHA, Army Corps of Engineers and St. Johns

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County Utility Department relative to construction as may be required or necessary to complete the work.

7. Payment will be limited to 80 percent of the unit price for installation of the pipe, fittings, valves, and materials until such a time as the required restoration is complete to the satisfaction of the OWNER and ENGINEER. The remaining 20 percent will not be paid until the area in which the pipe has been installed has been fully restored to the satisfaction of the OWNER and ENGINEER and no damage to the facilities or protected trees is demonstrated.

3.02 HIGH DENSITY POLYETHYLENE (HDPE) FORCE MAIN PIPE AND FITTINGS INSTALLED BY HORIZONTAL DIRECTIONAL DRILL

A. Measurement

1. Measurement for payment of the force main by horizontal directional drill (HDD) will be on a lump sum for each HDD in the various sizes required and installed by HDD methods as shown on the Drawings.

B. Payment

1. Payment of each HDD crossing shall be full compensation for all labor, materials, and equipment required to do all work to construct the HDD crossings between the stationing noted on the Drawings and by the methods shown or specified within those limits and to install the force main within the HDD crossings as shown on the Drawings. Payment of the lump sum bid on the Official County Bid Form shall include, but not be limited to, full compensation for:
 - a. Supply of HDPE pipe, fittings, appurtenances, temporary taps, and materials;
 - b. Supply of the required HDPE by DI adapters, as shown on the Drawings;
 - c. Scheduling and coordination of deliveries with the supplier(s);
 - d. Providing, preparing, and maintaining delivery and storage areas;
 - e. Inspecting and accepting the pipe, fittings, appurtenances, temporary taps, and materials at the delivery areas;
 - f. Unloading, storing, and protecting the pipe, fittings, appurtenances, temporary taps, and materials at the delivery and storage areas;
 - g. Preparing and providing the HDD safety plan, work plan, layout plan, means and methods, calculations;
 - h. HDD bore and pull in areas, site preparation, excavation;
 - i. Making all connections, maintenance of flow, protection and support of adjacent structures;
 - j. Cleaning, preparing, thermal butt fusing and testing of all HDPE pipe joints;
 - k. Loading and transporting the pipe, fittings, appurtenances, temporary taps, and materials to the points of installation;
 - l. Performing and supplying all appurtenances and temporary taps required for the installation, flushing, pigging, cleaning, and testing of the force main system;
 - m. Offsite disposal of surplus excavated material, drill mud, screenings, and debris;

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- n. Temporary pavement and grassed shoulder backfill, compaction, and restoration at the end of each workday;
 - o. Maintenance of traffic;
 - p. Compliance with all permit requirements; and all work required for a full, operable, and complete HDD pipe and fittings installation, and for any other work incidental thereto for which separate payment is not provided under other items in the Official County Bid Form.
2. Payment for the above work shall also include all necessary underground and aboveground utility investigate work, including but not limited to:
- a. Performing all necessary GPR, test holes, Sunshine 811 tickets, and other field verification efforts to locate existing underground utilities and structures prior to beginning construction and during construction;
 - b. Protection, removal, relocation, and/or replacement of existing above and below-ground facilities, structures, pipes, appurtenances, and utilities as necessary;
 - c. Protection, removal, and replacement of storm inlets, culverts, manholes, pipes, and other storm drainage facilities to match existing facilities;
 - d. Maintenance of storm flows and storm drainage system flows interrupted by the work;
 - e. Offsite disposal of surplus excavated material and removed items;
 - f. Construction of temporary utilities;
3. Payment for the above work shall also include all necessary site work, including but not limited to:
- a. Surveys and horizontal and vertical control and as-constructed surveys;
 - b. Installation and maintenance of work area safety protection;
 - c. Installation and removal of additional temporary chain link fencing required for HDD installation not shown on the Drawings;
 - d. Erosion and sedimentation control, including furnishing, installing, and maintaining silt fences, sediment traps, diversion ditches, check dams, etc.;
 - e. Preparation, seeding, sodding, and mulching of easement and right of way areas and sodding where required on the drawings;
 - f. Reconstruction and regrading of road shoulders, ditches, and easement areas;
 - g. Protection of trees to remain; clearing of trees and other vegetation, grubbing of stumps and roots, disposal within the project limits; replacement of trees within rights-of-way as shown of the Drawings;
 - h. Replacement of damaged shrubs, trees, landscaping, mailboxes, signs, and other property within the project limits;
 - i. Installation, removal and restoration of access and access roads to construction sites;
 - j. All other site cleaning and restoration to restore site per Drawings or to original conditions.
4. Payment shall also fully compensate the CONTRACTOR for any other work which is not specified or shown but which is required to complete the Work of this item as shown on the Drawings and as specified.

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5. Payment shall fully reimburse the CONTRACTOR for cooperating with and meeting all the requirements of the St. Johns County Engineering Right of Way Division, Florida Department of Environmental Protection, SJRWMD, OSHA, and St. Johns County Utility Department relative to construction as may be required or necessary to complete the work.
6. Payment will not be made for HDDs that are not installed within the horizontal and vertical tolerance limits specified. If at the sole discretion of the OWNER and ENGINEER, the deviations are found to be acceptable, payment for this item shall be reduced to an amount as determined by the OWNER and ENGINEER.

3.03 DEEP FOUNDATIONS UNDERWATER PIPE SUPPORT PILINGS

A. Measurement

1. Pilings for the underwater pipe supports shall be measured by the linear foot of pile installed from the tip of the pile to the cut-off elevation shown on the plans, or as directed by the engineer. Measurement shall include all work necessary for installation, including driving, sheet piling, drilling, or setting the pile to the required depth, and furnishing all materials and pipe supports specified.

B. Payment

1. Payment for deep foundation underwater support pilings will be made at the contract unit price per linear foot. The unit price shall include furnishing and installing piles to the specified depth and alignment, all labor, equipment and materials required for underwater installation, temporary works, sheet piling, guides, and templates necessary for accurate placement, compliance with safety requirements for underwater operations including divers and crew, and removal of debris and clean up of the work area. Additional work required due to unforeseen subsurface conditions will be addressed in accordance with the contract provisions for changes.

3.04 ST. JOHNS COUNTY ROADWAY TRENCH AND DRIVEWAY REPAIR

A. Measurement

1. Measurement for entire St. Johns County roadway and driveway replacement shall be made for the actual square yards of sub-base and the actual square yards of base course installed. Measurement shall be made for the actual square yards of bituminous asphalt or Portland cement concrete installed. Required thickness of sub-grade, base, and asphalt or concrete shall be as detailed or called for on the Drawings.

B. Payment

1. Payment of the unit bid price or applicable percentage thereof shall include, but not be limited to, full compensation for:
 - a. Layout of work by surveyor;
 - b. Preparation, seeding, and sodding of disturbed areas;

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- c. Removal of existing pavement and subbase and transport and disposal off site;
 - d. Removing storm inlets, manhole frame and covers, valve boxes, utility boxes, etc., and resetting at finish pavement elevation;
 - e. Excavation, grading, and subgrade compaction for new pavement;
 - f. Crushed stone subbase, grading, and compaction g. Supply, placement, and compaction of gravel, soil, backfill, Portland cement concrete, and materials for gravel, dirt, concrete-driveway restoration to SJC Standards;
 - g. Bituminous seal coat of subbase and cut edges of existing pavement and curb and gutter;
 - h. Bituminous concrete base course placement and compaction;
 - i. Cleaning and drying the pavement surface to receive the surface course;
 - j. Applying a bituminous tack coat to the existing surface;
 - k. Saw cutting of a pavement groove in existing pavement at the junction edge of the surface course and tapering surface course to existing surface in this groove;
 - l. Bituminous concrete surface course (cap) placement and compaction (rolling);
 - m. Painting (striping and other traffic control lines as directed, including handicap accessible parking space(s));
 - n. Backfill edges of pavement with imported common fill;
 - o. Milling existing bituminous and/or concrete pavement; q. Implementing the approved MOT/TTC plan.
2. Payment shall include the above plus temporary access roads; protection and replacement of pipes, structures, walkways, mailboxes, signs, and landscape features; and coordination of work with property owners.

3.05 ALLOWANCE FOR PERMIT FEES AND MATERIALS TESTING

A. Measurement

1. The permit fee and material testing allowance is to provide payment to the CONTRACTOR for engineer authorized permit fees associated with the project and for concrete, pavement, groundwater, and soils testing. The permit fee and materials testing allowance shall be \$10,000 as specified in the Official County Bid Form.

B. Payment

1. Payment to the CONTRACTOR shall be based on the actual cost of permit fees and direct laboratory invoice costs for the testing required to complete the project.
2. Sampling, characterization, and materials testing shall be performed by a third-party laboratory selected by the OWNER.
3. Any allowance not utilized shall be credited back to the OWNER.

3.06 MOBILIZATION/DEMobilIZATION

SECTION 01015

MEASUREMENT AND PAYMENT

A. Measurement

1. Measurement of the lump sum price established in the Official County Bid Form will be based on estimated mobilization/demobilization costs, field offices, preparation of schedule of values, preparation of project schedule, and preparation of project safety plan for non-hazardous work.

B. Payment

1. Payment of the lump sum price established in the Official County Bid Form will be made at the applicable lump sum amount, as above determined, and will represent full compensation for all mobilization/demobilization.
2. The maximum allowable amount of this bid item shall be 2 percent of the total bid amount.

END OF SECTION 01015

SECTION 01300

SUBMITTALS

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies the general methods and requirements of submissions applicable to Shop Drawings, Product Data, Samples and Operations and Maintenance Manuals. Detailed submittal requirements are specified in the Technical Sections.
- B. Submittals are categorized into two types: Action Submittals and Informational Submittals, as follows:
 - 1. Action Submittals: Written and graphic information submitted by the CONTRACTOR that requires the ENGINEER'S approval. The following are examples of action submittals:
 - a. Shop drawings (including working drawings and product data)
 - b. Operation and maintenance manuals
 - c. Site usage plan (CONTRACTOR's staging – including trailer siting (if provided) and material laydown area)
 - d. Schedule of values
 - e. Payment application format
 - 2. Informational Submittal: Information submitted by the CONTRACTOR that is required to be reviewed by the ENGINEER prior to work being completed. ENGINEER will provide review comments that may require revisions. Informational submittals will be marked "Reviewed" by the ENGINEER when submittal is considered acceptable. The following are examples of informational submittals:
 - a. Shop drawing schedule
 - b. Construction schedule
 - c. Statements of qualifications
 - d. Health and Safety Plans
 - e. Construction photography and videography
 - f. Work plans
 - g. Outage requests
 - h. Proposed testing procedures
 - i. Test records and reports
 - j. Vendor training outlines/plans
 - k. Test and start-up reports
 - l. Certifications
 - m. Record Drawings
 - n. Record Shop Drawings
 - o. Submittals required by laws, regulations, and governing agencies
 - p. Submittals required by funding agencies
 - q. Other requirements found within the technical specifications
 - r. Warranties and bonds
 - s. As-Built surveys
 - t. Contract close-out documents
- C. All hard copy submittals (as required) shall be delivered directly to the Mott MacDonald office located at: 4600 Touchton Rd, Building 200, Suite 250, Jacksonville, FL 32246.

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SUBMITTALS

- D. All submittals shall be clearly identified by reference to section number, paragraph, drawing, or detail, as applicable.
- E. Submittals shall be clean and legible and of sufficient size for presentation of data.
- F. Submittal reviews after the "B" submittal will be back-charged to the CONTRACTOR for the ENGINEER'S time by the OWNER for each additional review. The initial submittal for a Specification Section item by the contractor shall be considered the "A" submittal, with the first subsequent submittal for the same item due to a "A" submittal review status containing "Resubmit" to be considered the "B" submittal. This shall be tracked monthly by the ENGINEER and deducted from each monthly pay application. The OWNER will then reimburse the ENGINEER for these additional services through an amendment.

1.02 RELATED WORK

- A. Additional requirements may be specified in the General Conditions for the Contract.
- B. Additional submittal requirements may be specified in the respective technical Specification Sections.
- C. Additional requirements for Operation and Maintenance manuals are included in Section 01730.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. All submittals shall be clearly identified as follows:
 - 1. Date of submission
 - 2. Project number
 - 3. Project Name
 - 4. Identification of the following responsible parties
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - d. Manufacturer or supplier representative
 - 5. Identification of the product
 - 6. Reference to Contract drawing(s)
 - 7. Reference to specification section number, page, and paragraph(s)
 - 8. Reference to applicable standards, such as ASTM or Federal Standards numbers
 - 9. Indication of CONTRACTOR's approval
 - 10. CONTRACTOR's Certification statement
 - 11. Identification of deviations from the Contract Documents, if any
 - 12. Reference to previous submittal (for resubmittals)
- B. Submittals shall be clear and legible, and of sufficient size for legibility and clarity of the presented data.
- C. Submittal Log
Maintain a log of all submittals. The submittal log shall be kept accurate and up to date. This log should include the following items (as applicable):

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SUBMITTALS

1. Description
2. Submittal number
3. Date transmitted to the ENGINEER
4. Date returned to CONTRACTOR (from ENGINEER)
5. Status of Submittal (Approved/Not Approved/etc.)
6. Date of Resubmittal to ENGINEER and Return from ENGINEER (if applicable and repeat as necessary)
7. Date material released for fabrication
8. Projected (or actual) delivery date

D. Numbering System

Utilize a 9-character submittal identification numbering system in the following manner:

1. The first character shall be a D, S, M, or I which represents Shop Drawing (including working drawings and product data), Sample, Manual (Operation & Maintenance), or Informational, respectively.
2. The next five digits shall be the applicable Specification Section.
3. The next two digits shall be the numbers 01 to 99 to sequentially number each separate item or drawing submitted under each specific Specification Section, in the order submitted.
4. The last character shall be a letter, A to Z, indication the submission (or resubmission) of the same submittal, i.e., "A" = 1st submission, "B" = 2nd submission, "C" = 3rd submission, etc. A typical submittal would be as follows:

D-03300-08-B

D	= Shop Drawing
03300	= Section for Concrete
08	= the eighth different submittal under this section
B	= the second submission (first resubmission) of the particular Shop Drawing

E. Variances

Notify the ENGINEER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

F. Action Submittals

1. Shop Drawings, Working Drawings, Product Data, and Samples
 - a. Shop drawings as defined in the General Conditions and as specified in individual Sections include, but are not necessarily limited to, custom prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, wiring diagrams, coordination drawings, and equipment inspection and test reports including performance curves and certificates, as applicable to the work.
 - b. CONTRACTOR shall verify all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and coordinate each item with other related shop drawings and the Contract requirements.
 - c. All details on shop drawings shall clearly show the relation of the various parts to the main members and lines of the structure, and where correct

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SUBMITTALS

- fabrication of the work depends upon field measurements shall be made and noted on the drawings before being submitted.
- d. All shop drawings submitted by subcontractors and vendors shall be reviewed by the CONTRACTOR for field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and that it has been coordinated with other related shop drawings and the Contract requirements. Submittals directly from subcontractors or vendors will not be accepted by the ENGINEER.
 - e. The CONTRACTOR shall be responsible the accuracy of the subcontractor's or vendor's submittal and for their submission in a timely manner to support the requirements of the CONTRACTOR's construction schedule. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractor or vendor to correct before submission to the ENGINEER. All shop drawings shall be approved by the CONTRACTOR.
 - f. Delays to construction due to the untimely submission of submittals will constitute inexcusable delays, for which CONTRACTOR shall not be eligible for additional cost nor additional contract time. Inexcusable delays consist of any delay within the CONTRACTOR's control.
 - g. Submittals for equipment specified under Divisions 15 shall include a listing of installations where identical or similar equipment manufactured by that manufacturer has been installed and in operation for a period of at least five years.
- 2. Working Drawings
 - a. Detailed installation drawings (piping, etc.) shall be prepared and submitted for review and approval by the ENGINEER prior to installing such work. Installation drawings shall be to-scale and shall be fully dimensioned.
 - b. Piping working drawings shall show the laying dimensions of all pipes, fittings, valves, as well as the equipment to which it is being connected. In addition, all pipe supports shall be shown.
 - 3. Product Data
 - a. Product data, as specified in individual Specification Sections, include, but are not limited to, the manufacturer's standard prepared data for manufactured products (catalog data), such as the product specifications, installation instructions, availability of colors and patterns, rough-in diagrams and templates, product photographs (or diagrams), wiring diagrams, performance curves, quality control inspection and reports, certifications of compliance (as specified or otherwise required), mill reports, product operating and maintenance instructions, recommended spare parts and product warranties, as applicable.
 - 4. Professional Engineer (P.E.) Certification Form
 - a. If specifically required in any of the technical Sections, submit a Professional Engineer (P.E) Certification for each item required, signed and sealed by the P.E. licensed or registered in the state wherein the work is located.
 - 5. CONTRACTOR's Certification
 - a. Each shop drawing, working drawings, product data, and sample shall have affixed to it the following Certification Statement: *"Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials,*

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dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."

- b. Shop drawings, working drawings, and product data sheets 11-inch x 17-inch and smaller shall be bound together in an orderly fashion and bear above Certification Statement on the cover sheet. The transmittal cover sheet for each identified shop drawing shall fully describe the packaged data and include a listing of all items within the package.
6. The review and approval of shop drawings, working drawings, product data, or samples by the ENGINEER shall not relieve the CONTRACTOR from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omissions are assumed by the CONTRACTOR and the ENGINEER will have no responsibility therefor.
7. Project work, materials, fabrications, and installation shall conform to approved shop drawings (including working drawings and product data) and applicable supplies.
8. No portion of the work requiring a shop drawing (including working drawings and product data) or sample shall be started, nor shall any materials be fabricated or installed before approval of such item. Procurement, fabrication, delivery, or installation of products or materials that do not conform to approved shop drawings shall be at the CONTRACTOR's risk. Furthermore, such products or materials delivered or installed without approved shop drawings, or in non-conformance with the approved shop drawings will not be eligible for progress payment until such time as the product or material is approved or brought into compliance with approved shop drawings. Neither the OWNER nor ENGINEER will be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
9. Operation and Maintenance Data
 - a. Operation and maintenance data shall be submitted in assembled manuals as specified. Such manuals shall include detailed instructions for OWNER personnel on safe operation procedures, storage, protection, lubrication, testing, trouble shooting, adjustments, repair procedures, and other maintenance requirements.
10. Payment Application Format
 - a. If an application form is included in the Contract Documents, use that form unless otherwise approved by the ENGINEER and OWNER. If an application form is not included in the Contract Documents, CONTRACTOR may propose a form for approval.
11. Site Usage
 - a. Submit a proposed site staging plan, including but not limited to the location of office trailers (if provided), storage trailers, and material laydown. Such a plan shall be a graphic presentation (drawing) of the proposed locations; and shall include on-site traffic modifications, and temporary utilities, as may be applicable.

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G. Informational Submittals

1. Shop Drawing Schedule
 - a. Prepare and submit a schedule indicating when shop drawings are required to be submitted to support the as-planned construction schedule. The submittal schedule shall allow sufficient time for preparation and submittal, review and approval, and fabrication and delivery to support the construction schedule.
2. Construction Schedule
 - a. Prepare and submit construction schedules and monthly status reports as specified.
3. Statements of Qualifications
 - a. Provide evidence of qualification, certification, or registration, as required in the Contract Documents, to verify qualifications of licensed land surveyor, professional engineer, materials testing laboratory, specialty subcontractor, technical specialist, consultant, specialty installer, and other professionals.
4. Health and Safety Plans
 - a. When specified, prepare and submit a general company Health and Safety Plan (HSP), modified or supplemented to include job-specific considerations.
5. Construction Photography and Videography
 - a. Provide periodic construction photographs and videography as specified – including but not limited to preconstruction photographs and/or video, monthly progress photos and/or video and post-construction photographs and/or videos.
6. Work Plans
 - a. Prepare and submit copies of all work plans needed to demonstrate to the OWNER that CONTRACTOR has adequately thought-out the means and methods of construction and their interface with existing facilities.
7. Outage Requests
 - a. Provide sufficient notification of any outages (flow processes, etc.) as may be required to tie-in new work into existing facilities. Unless specified otherwise elsewhere, a minimum of fourteen working days' notice shall be provided.
8. Proposed Testing Procedures
 - a. Prepare and submit testing procedures proposed to use to preform testing required by the various technical specifications.
9. Test Records and Reports
 - a. Provide copies of all test records and reports as specified in the various technical specifications.
10. Vendor Training Outlines/Plans
 - a. At least two weeks before scheduled training of OWNER's personnel, provide lesson plans for vendor training in accordance with the specification for O&M manuals.
11. Test and Start-Up Reports
 - a. Manufacturer shall perform all pre-start up installation inspection, calibrations, alignments, and performance testing as specified in the respective Specification Section. Provide copies of all such test and start up reports.
12. Certifications

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- a. Provide various certifications as required by the technical specifications. Such certifications shall be signed by an officer (of the Firm) or other individual authorized to sign documents on behalf of that entity.
- b. Certifications may include, but are not limited to:
 - 1) Welding certifications and welder's qualifications.
 - 2) Certifications of Installation, Testing, and Training for all equipment.
 - 3) Material Testing reports furnished by an independent testing firm.
 - 4) Certifications from manufacturer(s) for specified factory testing.
 - 5) Certifications required indicating compliance with any sustainability or LEEDS accreditation requirements indicated in the Contract Documents.
- 13. Record Drawings
 - a. No later than Substantial Completion, submit a record of all changes during construction not already incorporated into drawings in accordance with specification on Project Record Documents.
- 14. Submittals Required by Laws, Regulations, and Governing Agencies
 - a. Prepare and submit all documentation required by state or local law, regulations, or government agency directly to the applicable agency. This includes, but is not limited to, notifications, reports, certifications, certified payroll (for projects subject to wage requirements) and other documentation required to satisfy all requirements. Provide to ENGINEER one copy of each submittal made in accordance with this paragraph.
- 15. Submittals Required by Funding Agencies
 - a. Prepare and submit all documentation required by funding agencies. This includes but is not limited to segregated pay applications and change orders when required to properly allocate funds to different funding sources, and certified payrolls for projects subject to wage requirements. Provide one copy of each submittal made in accordance with this paragraph to the ENGINEER.
- 16. Other Requirements of the Technical Specifications Sections
 - a. Comply with all other requirements of the technical specifications.
- 17. Warranties
 - a. Assemble a book(let) of all warranties as specified in the various technical specifications and in accordance with the specification on Warranties and provide to the ENGINEER.
- 18. As-Built Surveys
 - a. Engage the services of a licensed land surveyor in accordance with the Project Controls specification. Prior to Final Completion, provide an As-Built survey of the constructed facility, as specified.
- 19. Contract Close-Out Documents
 - a. Submit Contract documentation as indicated in the specification for Contract Close-out.

PART 2- PRODUCTS (NOT USED)

PART 3- EXECUTION

3.01 SUBMITTAL SCHEDULE

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- A. Provide an initial submittal schedule at the pre-construction meeting for review by OWNER and ENGINEER. Incorporate comments from OWNER or ENGINEER into a revised submittal schedule.
- B. Maintain the submittal schedule and provide sufficient copies for review by OWNER and ENGINEER. An up-to-date submittal schedule shall be provided at each project progress meeting.

3.02 TRANSMITTALS

- A. Prepare separate transmittal sheets for each submittal. Each transmittal sheet shall include at least the following: the CONTRACTOR's name and address, OWNER's name, project name, project number, submittal number, description of submittal, and number of copies submitted.
- B. Submittals shall be transmitted or delivered directly to the office of the ENGINEER, as indicated in the Contract Documents, or as otherwise directed by the ENGINEER.
- C. Provide copies of transmittals (only, i.e., without copies of the respective submittal) directly to the Resident Project Representative.

3.03 PROCEDURES

- A. Action Submittals
 - 1. CONTRACTOR's Responsibilities
 - a. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work of other related Sections, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required). Coordinate with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. Extensions to the Contract Time will not be approved for the CONTRACTOR's failure to transmit submittals sufficiently in advance of the Work.
 - b. The submittals of all shop drawings (including working drawings and product data) shall be sufficiently in advance of construction requirements to allow for possible need of re-submittals, including the specified review time for the ENGINEER.
 - c. ENGINEER's review time for shop drawings and O&M manuals shall be no more than 30 calendar days. Resubmittals will be subject to the same review time.
 - d. Submittals of operation and maintenance data should be provided within 30 days of approval of the related shop drawing(s).
 - e. Before submission to the ENGINEER, CONTRACTOR shall review shop drawings as follows:
 - 1) Make corrections and add field measurements, as required.
 - 2) Use any color for its notations except red (reserved for the ENGINEER's notations) and black (to be able to distinguish notations on black and white documents).

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- 3) Identify and describe each deviation or variation from Contract Documents.
- 4) Include the required CONTRACTOR's certification statement.
- 5) Provide field measurements (as needed).
- 6) Coordinate with other submittals.
- 7) Indicate relationships to other features of the Work.
- 8) Highlight information applicable to the Work and/or delete information not applicable to the Work.
- f. Submit the following number of copies:
 - 1) Shop drawings (including working drawings and product data)- CONTRACTOR shall submit one hard copy of the submittals to be kept by the OWNER and ENGINEER. If the CONTRACTOR would like a copy returned, then the CONTRACTOR shall submit two hard copies of the submittals.
 - 2) Product Data – three copies
 - 3) Samples – a minimum of two or as stated in the representative Sections.
 - 4) Site Usage Plan – One copy.
 - 5) Schedule of Values – One copy.
 - 6) Payment application format – One copy.
- g. If CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, provide written notice thereof to the ENGINEER immediately; and do not release for manufacture before such notice has been received by the ENGINEER.
- h. When the shop drawings have been completed to the satisfaction of the ENGINEER, carry out the construction in accordance therewith; and make no further changes therein except upon written instructions from the ENGINEER.
2. Engineer's Responsibilities
 - a. ENGINEER will not review shop drawings (including working drawings and product data) that do not include the CONTRACTOR's approval stamp. Such submittals will be returned to the CONTRACTOR, without action, for correction.
 - b. Partial shop drawings (including working drawings and product data) will not be reviewed. If, in the opinion of the ENGINEER, a submittal is incomplete, that submittal will be returned to the CONTRACTOR for completion. Such submittals may be returned with comments from ENGINEER indicating the deficiencies requiring correction.
 - c. If shop drawings (including working drawings and product data) meet the submittal requirements, ENGINEER will forward copies to appropriate reviewer(s). Otherwise, noncompliant submittals will be returned to the CONTRACTOR without action – with the ENGINEER retaining one copy.
 - d. Submittals which are transmitted in accordance with the specified requirements will be reviewed by the ENGINEER within the time specified herein. The time for review will commence upon receipt of submittal by ENGINEER.
3. Review of Shop Drawings (Including Working Drawings and Product Data) and Samples

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- a. The review of shop drawings, working drawings, data and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed:
 - 1) As permitting any departure from the Contract requirements.
 - 2) As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials.
 - 3) As approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
 - 4) As approving deletion of anything missing or omitted from the shop drawing.
- b. The CONTRACTOR remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- c. If the shop drawings (including working drawings and product data) as submitted describe variations and indicate a deviation from the Contract requirements that, in the opinion of the ENGINEER, are in the interest of the OWNER and are so minor as not to involve a change in Contract Price or Contract Time, the ENGINEER may return the reviewed drawings without noting an exception.
- d. Only the ENGINEER will utilize the color "RED" in marking submittals.
- e. Shop drawings will be returned to the CONTRACTOR with one of the following codes:
 - 1) Code 1 – "APPROVED" – This code is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.
 - 2) Code 2 – "APPROVED AS NOTED" – This code is assigned when a confirmation of the notations and comments IS NOT required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.
 - 3) Code 3 – "APPROVED AS NOTED/CONFIRM" – This combination of codes is assigned when a confirmation of the notations and comments is required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the ENGINEER, within 15 calendar days of the date of the ENGINEER's transmittal requiring the confirmation.
 - 4) Code 4 – "APPROVED AS NOTED/RESUBMIT" – This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the entire package. This resubmittal is to address all comments, omissions and nonconforming items that were noted. Resubmittal is to be received by the ENGINEER within 30 calendar days of the date of the ENGINEER's transmittal requiring the resubmittal.
 - 5) Code 5 – "NOT APPROVED/RESUBMIT" – This code is assigned when the submittal does not meet the intent of the contract documents. The CONTRACTOR must resubmit the entire package

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revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the contract documents.

- 6) Code 6 – “REVIEWED/RECEIPT ACKNOWLEDGED” – This code is assigned to acknowledge receipt of a submittal that is not subject to the ENGINEER’s review and approval and is being filed for informational purposes only or the submittal contains signed and sealed drawings or calculations from another engineer.
- 7) Codes 7 – “REVIEWED/RESUBMIT” – This code is assigned to a submittal that is incomplete or does not meet the intent of the contract documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance.

4. Electronic Transmission

- a. ACTION SUBMITTALS shall additionally be transmitted by electronic via the ENGINEER provided SharePoint site and the following conditions shall be met:
 - 1) The above-specified transmittal form is included.
 - 2) All other requirements specified above have been met including, but not limited to, coordination by the CONTRACTOR, review and approval by the CONTRACTOR, and the CONTRACTOR’s Certification.
 - 3) The submittal contains no pages or sheets larger than 11 x 17 inches.
 - 4) The entire submittal is included in a single file.
 - 5) The electronic files are PDF format (with printing enabled).
 - 6) In addition, transmit one hard copy (paper) originals to the ENGINEER.
 - 7) Submittals that require certification, corporate seal, or professional embossment (i.e. P.E.’s, Surveyors, etc.) transmit at least one hard-copy original to the ENGINEER. In addition, provide additional photocopied or scanned copies, as specified above, showing the required certification, corporate seal, or professional seal.

B. Informational Submittals

1. CONTRACTOR’s Responsibilities

- a. Number of copies: Submit three copies, unless otherwise indicated in individual Specification sections.
- b. Refer to individual technical Specification Sections for specific submittal requirements.

2. Engineer’s Responsibilities

- a. The ENGINEER will review each informational submittal within 10 days. If the informational submittal complies with the Contract requirements, ENGINEER will file for the project record and transmit a copy to the OWNER. ENGINEER may elect not to respond to CONTRACTOR regarding informational submittals meeting the Contract requirements.
- b. If an informational submittal does not comply with the Contract requirements, ENGINEER will respond accordingly to the CONTRACTOR within 15 days. Thereafter, the CONTRACTOR shall perform the required corrective action, including retesting, if needed, until the submittal, in the opinion of the ENGINEER, is in conformance with the Contract Documents.

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SUBMITTALS

3. Electronic Transmission
 - a. INFORMATIONAL SUBMITTALS shall additionally be transmitted by electronic means via the ENGINEER provided SharePoint site and all of the following conditions shall be met:
 - 1) The above-specified transmittal form is included.
 - 2) The submittal contains no pages or sheets larger than 11 x 17 inches.
 - 3) The entire submittal is included in a single file.
 - 4) The electronic files are PDF format (printing enabled).
 - 5) Submittals that require certification, corporate seal, or professional embossment (i.e. P.E.'s, Surveyors, etc.) transmit one hard-copy originals to the ENGINEER.

END OF SECTION 01300

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SUBMITTALS

ATTACHMENT A

Professional Design Services Performance Certification

1. My name is _____
2. My Florida State Professional Engineering License number is _____
3. My license expires _____,
4. The Project for which I have performed professional design services is described as:

5. The Specification Section(s) under which I have performed my services is/are:

6. The name and address of the individual or entity for whom I have performed my professional design services is:

SECTION 01300

SUBMITTALS

ATTACHMENT A (continued)

Professional Design Services Performance Certification (continued)

7. I hereby certify that, to the best of my knowledge, information and belief, I have performed or supervised the performance of the professional design services hereunder, and that said services have been performed in accordance with all applicable local, state and federal codes, rules and regulations and in accordance with the standard of care currently expected of professional engineers/architects performing similar services for projects of similar size and complexity in the State of Florida.

Signature

Typed or Printed Name

Name of Firm

Street Address

[SEAL] _____
City/State/Zip Code

Telephone: _____

Fax: _____

SECTION 01700

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. The CONTRACTOR shall be required to complete all close out documentation requirements to the satisfaction of the OWNER and ENGINEER.

1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract. Fiscal provisions, permitting, legal submittals, and additional administrative requirements.
- B. Section 01740: Warranties
- C. The respective sections of Specifications: Closeout Submittals Required of Trades.

1.03 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Warranties: Refer to requirements of Section 01740.
- C. Evidence of Payment and Release of Liens: Refer to requirements of General and Supplementary Conditions.
- D. Certificate of insurance for products and completed operations.

1.04 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the ENGINEER.
- B. Statement shall reflect all adjustments to the Contract Sum
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Allowances
 - c. Unit Prices
 - d. Deductions for uncorrected Work
 - e. Penalties and Bonuses
 - f. Deductions for liquidated damages
 - g. Deductions for reinspection payments
 - h. Other adjustments
 3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. ENGINEER will prepare a final Change Order, reflecting approved adjustments to

SECTION 01700

CONTRACT CLOSEOUT

the Contract Sum which were not previously made by Change Orders.

1.05 FINAL APPLICATION FOR PAYMENT

- A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

1.06 FINAL CLEANING

- A. Refer to SJCUD Standards Manual for final cleaning instruction.

1.07 FINAL SURVEY

- A. In addition to monthly surveys completed for the project, a final as-built survey shall be completed by a land surveyor registered in the state of Florida. This survey shall be provided to the OWNER and ENGINEER for review and comment prior to final acceptance.

1.08 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01700

SECTION 01740

WARRANTIES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties as per general conditions and per the technical specification requirements.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the ENGINEER for review and transmittal to OWNER.

1.02 RELATED REQUIREMENTS

- A. SJCUD General and Supplemental Conditions
- B. Section 01700: Contract Closeout.

1.03 SUBMITTAL REQUIREMENTS

- A. Assemble warranties and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and SUBCONTRACTORS into a warranty notebook.
- B. Number of original signed copies required: Two each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item
 - 2. Vendor or manufacturer, with name of principal, address, and telephone number
 - 3. Scope
 - 4. Date of beginning of warranty, bond or service and maintenance contract
 - 5. Duration of warranty, bond or service maintenance contract
 - 6. Provide information for OWNER's personnel:
 - a. Proper procedure in case of failure
 - b. Instances which might affect the validity of warranty
 - 7. CONTRACTOR, name of responsible principal, address and telephone number

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:
 - 1. Size 8-1/2 inches x 11 inches, punch sheets for standard 3-post binder.
 - a. Fold larger sheets to fit into binders.

SECTION 01740

WARRANTIES

2. Cover: Identify each packet with typed or printed title "WARRANTIES":
 - a. Title of Project
 - b. Name of CONTRACTOR
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2 inches. Include divider tabs for each warranty item and correlate to the table of contents.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's for one (1) year commencing at the time of acceptance by the OWNER or as specified in the equipment or material specifications.
- B. The CONTRACTOR shall be responsible for obtaining certificates for equipment warranty from the MANUFACTURER for all major equipment specified under Division 11, 15, and 16 and which has a 1 HP motor or which lists for more than \$1,000. The ENGINEER reserves the right to request warranties for equipment not classified as major. The CONTRACTOR shall warrant all equipment, including equipment not considered to be "major", in the CONTRACTOR's one-year warranty period even though certificates of warranty may not be required. CONTRACTOR's warranty period shall be concurrent to all MANUFACTURER's warranties.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01740

SECTION 02221

TRENCHING, BEDDING, BACKFILL FOR PIPES, AND SITE EARTHWORK

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary to perform all excavation, backfill, fill, grading, and slope protection required to complete the piping work shown on the Drawings and specified herein. The work shall include, but not necessarily be limited to: pipe, roadways and paving, and general site earthwork; all backfilling, fill and required borrow; grading; disposal or surplus and unsuitable materials; and all related work such as sheeting, bracing, and water handling.
- B. Furnish and install temporary excavation support systems, including sheeting, shoring and bracing, to ensure the safety of personnel and protect adjacent structures, piping, etc., in accordance with Federal, State, and local laws, regulations, and requirements.
- C. Furnish and install temporary dewatering and surface water control systems and operate to dewater and maintain dry condition. Control drainage into excavations and remove seepage water and rainwater.
- D. The CONTRACTOR shall be responsible for calculating the required cut and fill calculations for the entire site. All new fill or reuse of soils on the site for fill shall meet the requirements of this Section.

1.02 TRENCH PROTECTION

- A. The CONTRACTOR shall construct and maintain sheeting and bracing as required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures, existing piping and/or foundation material from disturbance, under-mining, or other damage. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed they shall be immediately filled and rammed.
- B. For pipe trench sheeting, no sheeting is to be withdrawn if driven below mid-diameter of any pipe, and no wood sheeting shall be cut off at a level lower than 1 foot above the top of any pipe unless otherwise directed by the ENGINEER. If during the progress of the work the ENGINEER decides that additional wood sheeting should be left in place, they may direct the CONTRACTOR in writing. If steel sheeting is used for trench sheeting, removal shall be as specified above, unless written approval is given by the ENGINEER for an alternate method of removal.
- C. All sheeting and bracing not left in place shall be carefully removed in such a manner as not to endanger the construction or other structures, utilities, existing piping, or property. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose, by watering, or otherwise as may be directed.
- D. The right of the ENGINEER to order sheeting and bracing left in place shall not be

SECTION 02221

TRENCHING, BEDDING, BACKFILL FOR PIPES, AND SITE EARTHWORK

construed as creating any obligation on their part to issue such orders, and their failure to exercise their right to do so shall not relieve the CONTRACTOR from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of a failure on the part of the CONTRACTOR to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.

1.03 JOB CONDITIONS

- A. The CONTRACTOR shall examine the site and review the available test borings or undertake their own soil borings prior to submitting their bid, taking into consideration all conditions that may affect their work. The OWNER and ENGINEER will not assume responsibility for variations of sub-soil quality or conditions at locations other than places shown at the time the investigation was made.
- B. Existing Utilities: Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
 - 1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the ENGINEER and the OWNER of such piping or utility immediately for directions.
 - 2. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility OWNER.
- C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.
 - 1. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

1.04 SUBMITTALS

- A. If requested by the ENGINEER, the CONTRACTOR shall furnish a representative sample of fill material obtained from onsite or offsite sources weighing approximately 50 pounds for approval, at least ten calendar days prior to the date of anticipated use of such material. For each material obtained from other than onsite sources, the CONTRACTOR shall notify the ENGINEER of the source of the material.
- B. All temporary shoring and bracing shall be designed by a specialty ENGINEER and system design/details shall be submitted to the ENGINEER of record for review and approval; submittals shall be signed and sealed by a registered ENGINEER licensed in the state of Florida. Submit in accordance with Section 01300.

1.06 REFERENCED STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM D75 – Standard Practice for Sampling Aggregates
 - 2. ASTM D698 – Test Method for Laboratory Compaction Characteristics of Soils

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TRENCHING, BEDDING, BACKFILL FOR PIPES, AND SITE EARTHWORK

Using Standard Efforts.

3. ASTM D1556 – Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
4. ASTM D2167 – Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
5. ASTM D1557 - Test Method for Laboratory Compaction Characteristics of Soils Using Modified Effort (56,000 ft-lbf/cu ft (2,700kN-m/cu m)).
6. ASTM D2487 – Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
7. ASTM D2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods

- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

PART 2 – GENERAL

2.01 SOIL MATERIALS

A. General

1. Materials for use as base fill and backfill shall be as described below.
 - a. Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials (AASHTO) M-145, soil classification Groups A-1, A-2-4, A-2-5 and A-3.
 - b. Unsatisfactory soil materials are those defined in AASHTO M-145 soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 along with peat and other highly organic soils.

B. Structural Fill

1. Structural fill material shall be satisfactory soil material consisting of a minimum of 60 percent clean medium to fine grain sized quartz sand, free of organic, deleterious and/or compressible material, having less than 12% material passing the No. 200 mesh sieve and containing less than 4% organic material. Rock in excess of 2-1/2 inches in diameter shall not be used in the fill material. Structural fill shall not contain hardpan, stones, rocks, cobbles or other similar materials.

C. Common Fill

1. Common fill material shall be satisfactory soil material containing no more than 20 percent by weight finer than No. 200 mesh sieve. It shall be free from organic matter, muck, marl, and rock exceeding 2-1/2 inches in diameter. Common fill shall not contain broken concrete, masonry, rubble or other similar materials.
2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the ENGINEER, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials.

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TRENCHING, BEDDING, BACKFILL FOR PIPES, AND SITE EARTHWORK

D. Rock Bedding

1. Rock bedding shall be 3/8-inch to 3/4-inch washed and graded limerock. This rock shall be graded so that 99 percent will pass a 3/4-inch screen and 80 percent will be retained on a No. 8 screen.

PART 3 – EXECUTION

3.01 GENERAL

- A. All excavation, backfill and grading necessary to complete the work shall be made by the CONTRACTOR and the cost thereof shall be included in the contract price.
- B. Material shall be furnished as required from offsite sources and hauled to the site.
- C. The CONTRACTOR shall take all the necessary precautions to maintain the work area in a safe and workable condition.
- D. The CONTRACTOR shall protect their work always by flagging, marking, lighting and barricading. It shall also be the CONTRACTOR's responsibility to preserve and protect all above and underground structures, pipe lines, conduits, cables, drains or utilities which are existing at the time he/she encounters them. Failure of the Drawings to show the existence of these obstructions shall not relieve the CONTRACTOR from this responsibility. The cost of repair of any damage which occurs to these obstructions during or because of construction shall be borne by the CONTRACTOR without additional cost to the OWNER.

3.02 TRENCH EXCAVATION

- A. All trenching shall comply with the requirements of OSHA excavation safety standards (29 CFR Part 1926), State of Florida "Trench Safety Act" (Part IV, Chapter 553 of the Florida Statutes) and local requirements. Where conflict between OSHA, State and local requirements exists, the most stringent requirements shall apply.
- B. Excavation for all trenches required for the installation of pipes shall be made to the depths indicated on the Drawings. Excavate trench to provide a minimum of 30-inch clear cover over the pipe bell unless otherwise noted on the Drawings. Excavate in such manner and to such widths as will give suitable room for laying the pipe or installing the ducts within the trenches, for bracing and supporting and for pumping and drainage facilities. The trench width at the top of the pipe shall not exceed the allowable as determined by the depth of cut and indicated on the Drawings.
- C. Rock shall be removed to a minimum 8-inches clearance around the bottom and sides of all the pipe or ducts being laid.
- D. Where pipe is to be laid in limerock bedding or encased in concrete the trench may be excavated by machinery to or just below the designated subgrade provided that the material remaining in the bottom of the trench is no more than slightly disturbed.
- E. Where the pipes or ducts are to be laid directly on the trench bottom the lower part of the trenches shall not be excavated to the trench bottom by machinery. The last

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TRENCHING, BEDDING, BACKFILL FOR PIPES, AND SITE EARTHWORK

of the material being excavated shall be done manually in such a manner that will give a flat bottom true to grade so that pipe or duct can be evenly and uniformly supported along its entire length on undisturbed material or bedding rock. Bell holes shall be made as required manually so that there is no bearing surface on the bells and pipes are supported along the barrel only.

- F. The bottom of the excavations shall be firm and dry and in all respects acceptable to the ENGINEER. Excavate any organic soil material from the bottom of the trench and replace with rock bedding, at least 6 inches thick.

3.03 PIPE INTERFERENCES AND ENCASEMENT

- A. In no case shall there be less than 0.5 feet between any two pipe lines or between pipe lines and structures.
- B. Wherever there is more than 0.5 foot but less than 1.0-foot clearance between any two pipe lines, or between pipe lines and structures, then a concrete encasement shall be provided in accordance with the typical detail as shown on the Drawings.
- C. Provide concrete encasement of piping under structures as per the details on the Drawings.
- D. The ENGINEER shall have full authority to direct the placement of the various pipes and structures to facilitate construction, expedite completion, and to avoid conflicts.

3.04 BACKFILLING

- A. Backfilling over pipes shall begin as soon as practicable after the pipe has been laid, jointed, and inspected and the trench filled with suitable compacted material to the mid-diameter of the pipe.
- B. All backfilling shall be prosecuted expeditiously and as detailed on the Drawings.
- C. Any space remaining between the pipe and sides of the trench shall be packed full by hand shovel with selected earth, free from stones having a diameter greater than 2-inches and thoroughly compacted with a tamper as fast as placed, up to a level of one foot above the top of the pipe. Compact to 95 percent maximum density (ASTM D1557) in layers not to exceed 4 inches up to the centerline of the pipe from the trench bottom and in layers not to exceed 6 inches from the pipe centerline to 12 inches above the pipe.
- D. The filling shall be carried up evenly on both sides with at least one man tamping for each man shoveling material into the trench.
- E. The remainder of the trench above the compacted backfill, as just described above, shall be filled and thoroughly compacted with common fill by rolling, ramming, or puddling, as the ENGINEER may direct. Compact common fill in 6-inch layers to 95 percent maximum density (ASTM D1557).

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TRENCHING, BEDDING, BACKFILL FOR PIPES, AND SITE EARTHWORK

- F. The bedding rock in muck areas shall consist of at least 6 inches of washed and graded limerock placed in the trench to the proposed elevation of the centerline of the pipe prior to any pipe laying. This bedding shall not be used under any circumstances as a drain for ground water. The CONTRACTOR shall take all precautions necessary to maintain the bedding in a compacted state and to prevent washing, erosion or loosening of this bed.

3.05 GRADING

- A. Grading shall be performed at such places as are indicated on the Drawings, to the lines, grades, and elevations shown or as directed by the ENGINEER and shall be made in such a manner that the requirements for formation of embankments can be followed. All unacceptable material encountered, of whatever nature within the limits indicated, shall be removed and disposed of as directed. During the process of excavation, the grade shall be maintained in such condition that it will be well drained at all times. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the prosecution or condition of the work.
- B. Shape the surface of earthwork to conform to lines, grades and cross sections that existed prior to beginning work or as shown on the drawings, within 1/10 of a foot. Round tops of banks to circular curves to not less than a 6-foot radius. Neatly and smoothly trim rounded surfaces. Do not overexcavate and backfill to achieve the proper grade.
- C. Overall area grading for which no grades are indicated shall be addressed as follows: Within the limits of construction and outer limits of clearing and grubbing, all holes and other depressions shall be filled, all mounds and ridges cut down, and the area brought to sufficiently uniform control so that the OWNER'S subsequent mowing operation will not be hindered by irregular terrain. This work shall be done regardless of whether the irregularities were the result of the CONTRACTOR'S operations or originally existed.
- D. If at the time of excavation, it is not possible to place any material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use. No extras will be considered for the stockpiling or double handling of excavated material.
- E. The right is reserved to make minute adjustments or revisions in lines or grades if found necessary as the work progresses, due to discrepancies on the Drawings or to obtain satisfactory construction.
- F. Stones or rock fragments larger than 2-1/2-inches in their greatest dimensions will not be permitted in the top 6-inches of the subgrade line of all dikes, fills or embankments.
- G. All fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Drawings, or as directed by the ENGINEER.
- H. In cuts, all loose or protruding rocks on the back slopes shall be barred loose or

SECTION 02221

TRENCHING, BEDDING, BACKFILL FOR PIPES, AND SITE EARTHWORK

otherwise removed to line or finished grade of slope. All cut and fill slopes shall be uniformly dressed to the slope, cross-section and alignment shown on the Drawings or as directed by the ENGINEER.

- I. No grading is to be done in areas where there are existing pipe lines that may be uncovered or damaged until such lines which must be maintained are relocated, or where lines are to be abandoned, all required valves are closed and drains plugged at manholes.
- J. The CONTRACTOR shall replace all pavement cut or otherwise damaged during the progress of the work as specified elsewhere herein.

3.06 COMPACTION

- A. Unless otherwise specified or shown on the drawings, areas outside pipe trenches must meet the following compaction requirements. All relative densities specified shall be as compared to modified proctor values as determined in the laboratory.
 - 1. Subgrade Underfill or Backfill: 95% relative density to a depth of 12 inches.
 - 2. Backfill or Fill Under Pavement: 98% relative density in 12-inch maximum layers.
 - 3. All Other Areas: 95% relative density in 12-inch maximum layers.
- B. Compact by using methods acceptable to the ENGINEER (powered tampers, vibrators, etc.). Flooding or puddling with water to consolidate backfill is not acceptable, except where sand is encountered, and the specified density can be obtained using this method.
- C. During the compacting operations, maintain material within $\pm 2\%$ of optimum moisture. Aerate material containing excessive moisture by blading, discing, or harrowing to hasten the drying process.
- D. If any field density tests are below the specified relative density, recompact or re-excavate, re-backfill and recompact the area until the specific density is obtained. Make a minimum of two field density tests per recompact and/or re-excavated area.

3.07 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. All surplus and/or unsuitable excavated material shall be disposed of in one of the following ways as directed by the ENGINEER.
 - 1. Transport to soil storage area on OWNER's property and stockpile or spread as directed by the ENGINEER.
 - 2. Transport from OWNER's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond OWNER's property shall be obtained prior to commencing hauling operations.
 - 3. Suitable excavated material may be used for fill if it meets the specifications for common fill and is approved by the ENGINEER. Excavated material so approved may be neatly stockpiled at the site where designated by the ENGINEER provided there is an area available where it will not interfere with the operation of the facility nor inconvenience traffic or adjoining property

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TRENCHING, BEDDING, BACKFILL FOR PIPES, AND SITE EARTHWORK

OWNERS.

END OF SECTION 02221

SECTION 02720

HORIZONTAL DIRECTIONAL DRILLING (HDD) SUPPLEMENTAL SPECIFICATIONS TO SJCUD STANDARDS SECTION 3.5.3

PART 1 – GENERAL

1.01 SCOPE

- A. The CONTRACTOR shall furnish all labor, equipment, materials, and supporting appurtenances necessary to install pipelines by horizontal directional drilling (HDD) of the lengths, pipe diameters, and materials shown on the Drawings.
- B. Horizontal Directional Drilling is defined as: A surface-launched, guided, steerable drilling system used for the trenchless installation of the product pipe. A pilot bore path is excavated from a shallow angle and large radius arc from a surface-mounted drill rig. Excavation takes place with drilling fluid assisted cutting from a drilling tool on the front end of the drill string. The pilot bore is directed by the positioning of a bent sub. Tracking of the drill string is achieved by using a downhole wireline survey tool which shall be augmented by using an energized wire grid at the surface. An optical gyroscope steering tool shall be used, if specified elsewhere in the Contract Documents. The bore shall be filled with drilling fluid/mud for stabilization, to cool the cutting tools, and to mix the cuttings into a slurry, which is circulated to the HDD Bore Area where solids are removed before the drilling fluids are returned to the bore. The bore path is enlarged with subsequent overreaming passes until the desired bore diameter is achieved. The product pipe, conduit, or cable is then pulled into the fluid filled, stabilized, bore hole.
- C. The Contractor will furnish all labor, machinery, equipment, materials and supplies and will perform all work necessary to provide Owner with a complete, finished directional drill installation.
- D. The proposed alignment, length, profile and grade to which the pipe shall be installed are noted on the applicable drawings. This profile indicates the minimum grade to which the pipe will be installed. HDD operations shall be performed within the public right-of-way and/or OWNER acquired easements shown on the Contract Drawings.

1.02 QUALITY ASSURANCE

- A. The requirements set forth in this Specification specify a wide range of procedural precautions necessary to insure that the basic, essential aspects of a proper directional drilling installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this Specification.
- B. The CONTRACTOR will be required to employ skilled, experienced HDD superintendent(s), equipment operator(s) and personnel throughout the project. The superintendent for this project shall have at least five (5) years of successful experience using the HDD process, with at least one (1) project meeting the criteria.
- C. The CONTRACTOR shall furnish resumes of the superintendent(s) and key personnel. Personnel experience records should include project names, locations, contract dates, pullback lengths, ground conditions, pipe materials, project

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HORIZONTAL DIRECTIONAL DRILLING (HDD) SUPPLEMENTAL SPECIFICATIONS TO SJCUD STANDARDS SECTION 3.5.3

description, Project OWNER, ENGINEER, and references with names, addresses, and telephone numbers. The superintendent listed in the submittal shall be on site during all construction related activities required for the HDD installation for this project. The CONTRACTOR shall not be allowed to alter its personnel assigned to the project without prior written approval from the ENGINEER and OWNER.

- D. Adherence to the specifications contained herein, or the Owner's approval of any aspect of any directional drilling operation covered by this Specification, shall in no way relieve the Contractor of its ultimate responsibility for the satisfactory completion of the work authorized under the Contract.
- E. The Contractor shall employ experienced personnel to operate the directional drilling equipment and the position monitoring and steering equipment.
- F. The Contractor shall use certified pipe welders. These individuals shall be made available prior to construction for certification testing and qualifications. Welders shall be certified prior to commencement of pipe welding operations.

1.03 SUBMITTALS

- A. Prior to beginning work, the Contractor shall submit to the Owner an electronic copy of a report of schedules, calculations, safety plan, protection of adjacent structures, contingency plan for remediation of potential problems, disposal of spoils and drilling fluids, inadvertent return and surface spill contingency plan (Frac-out plan), procedures and any supplemental subsurface soil condition investigations performed by the Contractor along the path of the proposed crossing. The report will insure that the subsurface conditions are known to the Contractor and that his proposed crossing procedure is based on factual information. If the subsurface conditions are known to the Contractor by previous work or geotechnical studies done in the immediate area, the information shall be recorded in the report along with any additional geotechnical studies performed by the Contractor. The report shall include the following:
 - 1. Contractor shall submit detailed design calculations for several representative loading conditions for the proposed drilling. If requested by the Owner, the Contractor shall submit calculations to support the design of any particular location of pipe anywhere along the length of the crossing at no additional cost to the Owner.
 - a. Design calculations shall be presented in a neat, readable format, with all figures, values and units included to facilitate ease of verification. Package shall include, pipe filling methods and testing, rig capacity plan, contact grouting plan, daily logs and records and as-built pilot bore plan and profile.
 - b. Calculations shall be submitted to demonstrate that the pipe thickness design is sufficient to meet all design criteria specified.
 - i. Calculations shall address the following loading conditions:
Pre-installation - Hoop and longitudinal stress during low pressure air test, spanning stress with pipe full of water and supported on

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HORIZONTAL DIRECTIONAL DRILLING (HDD) SUPPLEMENTAL SPECIFICATIONS TO SJCUD STANDARDS SECTION 3.5.3

- installation rollers, and maximum roller/ support spacing.
 - ii. Installation/ Post-Installation - Longitudinal stress from pulling force; bending stress at point of entry and in final position; external stresses from drilling fluid, overburden, and highway or other loads being crossed.
 - iii. Post-Installation/ In-Service - Hoop and longitudinal stress during hydrostatic test; internal working and surge pressure; buckling with internal vacuum.
 - c. The Contractor shall also perform and submit to the Owner, fluid's pressure versus overburden strength calculations. These calculations shall be performed to determine minimum acceptable cover requirements and prevent drilling fluids breakout to the ground surface.
 - d. All calculations shall bear the seal of a Florida Certified Professional Engineer.
 - 2. A list of equipment and procedures expected to be used for the directional drill installation, including special equipment and materials required for various soil conditions anticipated.
 - 3. Time schedule for completing the directional drill installation, including any delays due to anticipated soil conditions.
 - 4. A plan and profile drawing of the same horizontal and vertical scale as the contract drawing showing the proposed crossing configuration including entry and exit angles, radius of curvature and entry and exit points, reamer size, including proposed equipment set-up, material layout, and construction staging areas.
- B. Safety Plan: The CONTRACTOR shall submit a project specific Safety Plan, including the name of the CONTRACTOR's Site Safety Representative, emergency telephone numbers for medical facilities, and precautions for handling and disposal of any hazardous or flammable materials. The Safety Plan shall include a code of safe practices and an emergency plan in accordance with OSHA and Florida/OSHA requirements, including electric strike.
- C. Surveying Equipment and Procedures: The CONTRACTOR shall submit current records of equipment calibrations and certifications for all surveyors and equipment used for downhole surveys and tracking of the drill head. Procedures for operating the downhole survey tools shall be described, including measures to verify the accuracy of the equipment readings. Procedures for layout of wire grid system shall be described and layout of the wire grid system, or optical gyroscope steering tool shall be provided on a drawing or sketch.
- D. Contingency Plan for Remediation of Potential Problems: The CONTRACTOR shall submit a project specific contingency plan for remediation of potential problems that may be encountered during the drilling operations. The contingency plans shall address the observations that would lead to the discovery of the problem and the methods that would be used to mitigate the problem. Potential problems that shall be addressed in this plan include, but are not limited to, the following:

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1. Loss of returns/loss of circulation of drilling fluids.
 2. Inadvertent returns/hydrofracture or surface spills resulting in drilling fluids entering surface and subsurface waters or reaching the surface. Stand-by equipment shall be provided by the CONTRACTOR to recover fluids. Turbidity barriers or other appropriate methods of containing and clean-up shall be part of the stand-by equipment to minimize dispersion in the event that drilling fluids reach the surface.
 3. Encountering obstruction during pilot bore or reaming/pullback.
 4. Drill pipe or product pipe cannot be advanced.
 5. Deviations from approved design bore path exceed allowable tolerances.
 6. Drill pipe or product pipe broken off in borehole.
 7. Product pipe collapse or excessive deformation.
 8. Utility strike/crossbore.
 9. Disturbance, damage, or movement of any utility or underground structure.
 10. Hydrolock occurs or is suspected.
 11. Excessive ground settlement or heave
- E. Disposal of Spoils and Drilling Fluids Plan: The CONTRACTOR shall submit project specific Plans for disposal of waste materials resulting from the pipeline construction, including drilling fluids, cuttings, waste oil, fuel, discharge water, contaminated soil, etc. The CONTRACTOR shall identify the disposal site(s) and submit a letter indicating willingness and legal authority by all facilities to accept the described and anticipated waste products.
- F. Equipment Layout Plan: The CONTRACTOR shall submit a plan which provides detailed, scaled, sketches depicting the layout and locations of equipment within the HDD bore and pull-in areas, including any proposed drilling fluid containment and recirculation pits. The CONTRACTOR shall confirm that all operations shall be completely contained within the limits of the public right- of-way, or OWNER acquired permanent and temporary construction easements shown on the Drawings.
- G. Inadvertent Return and Surface Spill Contingency Plan: An Inadvertent Return and Surface Spill Contingency Plan shall be prepared for the HDD installation of the pipeline. The CONTRACTOR shall be capable of implementing the plan immediately should an Inadvertent Return or Surface Spill occur during the HDD work. The CONTRACTOR shall submit letter signed by an authorized representative of CONTRACTOR confirming that the plan will be followed. If required by regulatory permit conditions, CONTRACTOR shall revise the Plan as necessary to satisfy the applicable regulatory agency. A copy of this Plan shall be on the HDD project site at all times for CONTRACTOR's review and implementation.
- H. Pullback Calculations: The CONTRACTOR shall submit calculations for pullback loads for the conditions and operating practices anticipated. In addition to the tensile

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pullback loads, bending, buckling and combination loads must be considered in design. The calculations shall identify all parameters and state all assumptions made in the calculations. These calculations shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida.

- I. Rig Capacity Plan: The CONTRACTOR shall submit a plan which provides details on the capacity of the drill rig verifying that the pullback capacity is greater than the required pullback calculated and submitted by the CONTRACTOR.
- J. Contact Grouting Plan: The CONTRACTOR shall submit descriptions of methods, equipment, and materials to be used for contact grouting any areas where overexcavation, aborted bores, voids, or cavities are created or encountered during construction. Grouting of bore holes shall be in accordance with state, regional, and local regulations for sealing of water wells.
- K. The following shall be submitted as construction progresses and at the completion of construction.
 - 1. Daily Logs and Records: The CONTRACTOR shall submit complete, legible, written or printed, daily logs and as directed by the ENGINEER, by noon of the following day to which the records correspond.
 - 2. Drilling and Reaming Rates: The CONTRACTOR shall submit maximum drilling speeds and reaming rates for pilot bore and each reaming pass and confirm that the mud pump capacity is adequate for these anticipated drilling rates for the mud and/or drilling fluid weights and viscosities anticipated. These shall be submitted to the ENGINEER daily.
 - 3. Drilling Fluid Viscosity and Density (Mud Weight): The CONTRACTOR shall submit measured mud and/or drilling fluid weights used during pilot boring and reaming of the bore measured at a minimum of three times per shift or at least once per 200 feet of drilled or reamed length, whichever is more frequent, with at least two (2) hours between readings. The CONTRACTOR shall have an employee onsite with demonstrated experience in the mixing and adjustment of mud and drill fluid admixtures, based on soils encountered and mud pump pressures, to be monitored at all times during the HDD.
 - 4. Pilot Bore As-Built Profile: The CONTRACTOR shall submit the updated pilot bore profile as drilling is underway daily and an as-built plan and profile of the pilot bore within 24 hours of completion of the pilot bore. As-Built profile shall utilize original site survey datum and coordinate plan provided in the original project's survey. CONTRACTOR shall document any variations between the actual Drawings and profile of the bore path and the location shown on the scaled Contract Drawings, which are to be used for preparation of the as-builts. Pilot bore shall be plotted onto the as-builts. CONTRACTOR shall record the position of the drill head at least once per drill pipe length or every thirty (30) feet, whichever is less. All measurements shall be made, recorded, and submitted on the daily logs during the pilot bore, final reaming and pipe pullback. Bore profile log shall correlate with the as-builts profile.

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5. Deviations between the recorded and design bore path shall be calculated and reported. The CONTRACTOR shall document any variations between the actual Drawings and profile of the bore path and the location shown on the Contract Drawings. The CONTRACTOR shall notify in writing and by telephone the ENGINEER immediately upon discovery of any deviations.
6. If the deviations exceed tolerances specified in the specifications, such occurrences shall be reported immediately to the ENGINEER.
7. Pulling Force Records: The CONTRACTOR shall submit the actual recorded pulling forces during pull back.
8. Pressure Test Records: The CONTRACTOR shall submit all pressure test records for both the pre-installation low pressure air and post-installation hydrostatic tests of the product pipe. These shall be submitted within 24 hours of completion and OWNER or ENGINEER acceptance of such tests.
9. If a plan with details on how the CONTRACTOR plans to monitor and protect adjacent and/or overlying structures, buildings, roadways, sidewalks, and utilities was required during the pre-construction survey phase, the CONTRACTOR shall provide a post-construction record survey and high resolution, color digital recording with clear narrative of the settlement points and monitoring locations.

1.04 JOB CONDITIONS

- A. Planned night time work is expressly prohibited and will not be allowed unless prior approval granted by the Owner and all regulatory agencies having jurisdiction.
- B. Drilling shall only be done Monday – Thursday between the hours of 7am – 5pm unless otherwise approved by the Owner and all regulatory agencies having jurisdiction. All operations shall be accomplished during daylight hours and shall not begin after the hour established as the latest starting time that will allow completion during daylight hours. The Contractor shall provide a Work Plan submittal indicating its proposed hours of operation and length of workweek. All work plans shall be subject to compliance with all applicable regulatory requirements for construction activities and any off site impacts.

PART 2 – PRODUCTS

2.01 EQUIPMENT

- A. General: All equipment for the directional drill installation shall have the capacity, stability, and necessary safety features required to fully comply with the specifications and requirements of this section without showing evidence of undue stress or failure. It shall be the responsibility of the Contractor to assure that the equipment to be used in the directional drill installation is in sound operating condition. Backup equipment shall be required in the event of an equipment breakdown and where the condition of the equipment to be used indicates that

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routine component replacement or repair will likely be necessary during the directional drill installation.

- B. Directional Drilling System: The directional drilling system shall consist of over the road transportable field power unit, mud-mixing and recycling unit, a trailer or carriage-mounted drill unit, and all other support accessory vehicles and equipment. All system components shall be in sound operating condition with no broken welds, excessively worn parts, badly bent, or otherwise misaligned components. All drill pipe, reamers, pull back heads, swivels, drill heads and collars, pipe cradles, pipe rollers, ropes, cables, clamps, and other non-mechanical but essential items shall be in sound condition and replaced immediately when need is apparent. The equipment must be capable of drilling the specified length in a single bore.
1. Mud-Mixing and Recycle Units: The mud-mixing and recycle unit shall be a self-contained system designed to provide a supply of high-pressure bentonite based cutting fluid to the drill unit. It shall contain a fluid storage tank and a complete bentonite and drilling fluid additive(s) mixing system. The cutting fluid is to be mixed on site. The cutting fluid shall be formulated for this specific project and anticipated conditions. It shall permit changes to be made to the bentonite and drilling fluid additive(s) concentrations during drilling in response to changing soil conditions. The field power unit shall contain the power-taken-off driven high pressure cutting fluid pumping system. The recycle units shall be of a capacity to minimize the production of new cutting fluid and maximize the reuse and recirculation of original cutting fluid produced.
 2. Directional Drill System
 - a. A carriage-mounted version of the drill system shall include a thrust frame. Both the trailer-mounted and carriage-mounted drill system shall be designed to rotate and push 10-foot (3-meter) minimum hollow drill sections into the tunnel being created by the boring head. The drill sections shall be made of a high strength S-grade steel that permits them to bend to a 30-foot (9-meter) radius without yielding. Drill end fittings shall permit rapid makeup of the drill sections while meeting the torque, pressure and axial load requirements of the system. The boring head itself shall be capable of housing a probe used by the Magnetic Guidance System (MGS) to determine tool depth and location from surface and to orient the head for steering. The MGS shall have a minimum accuracy of plus or minus two percent of the vertical depth.
 - b. The drilling equipment may be fitted with a permanent alarm system capable of detecting an electric current. The system will have an audible alarm to warn the operator when the drill head nears electrified cables. The drilling equipment shall be grounded, protected, and operated in accordance with manufacturer's requirements for electric strike safety.
 - c. The control console shall contain a calibrated display of inclination, azimuth, tool face location, mud pump rates, and torque pressures. The downhole steering system accuracy shall be plus or minus one percent of the horizontal bore length.
 3. Restrictions: Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections

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shall not be used unless approved by the Owner prior to commencement of the work. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the pipe placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular condition of the project. Water sluicing methods, jetting with compressed air, or boring or tunneling devices with vibrating type heads that do not provide positive control of the line and grade shall not be allowed.

- C. Spoils Equipment: The cutting fluid removal system shall include a self-contained vacuum truck which has sufficient vacuum and tank capacity to remove excess cutting fluid mixture and cuttings from the project site as required or directed by the Owner.
 - 1. The Contractor shall be responsible for the offsite disposal of all surplus cutting fluid mixture, cuttings, soil and debris generated by the project. The surplus materials shall be removed, hauled and disposed in accordance with all regulatory agencies having jurisdiction.
- D. Magnetic Guidance System: A Magnetic Guidance System (MGS) probe and tracker shall be used to identify the location of the drill head during the drilling operation. The tracker shall be capable of tracking at all depths up to one hundred feet and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction). The tracker shall be accurate to $\pm 2\%$ of the vertical depth of the borehole at sensing position at depths to one hundred feet. Ferrous materials shall not influence or affect the MGS readings or accuracy.
 - 1. Components: The Contractor shall supply all components and materials to install, operate, and maintain the MGS. This shall include, but not be limited to the following:
 - a. MGS Probe and Interface
 - b. Computer, Printer, and Software
 - c. DC Power Source, Current Control Box, and Coil/Tracking Wire.
 - 2. The Magnetic Guidance System (MGS) shall be a Tensor TruTracker MGS, or other licensed and approved wire guidance system, and shall be set up and operated by personnel experienced with this system. "Walk-over" tracking systems shall not be used, except as approved by the Owner. Contractor shall provide Owner with current calibration certification of MGS in accordance with manufacturer's specifications.
- E. If equipment breakdown or other unforeseen stoppages occur and forward motion of the directional cutting head is halted at any time other than for reasons planned in advance (addition of drill stems, etc.), the boring path shall be filled with a proper bentonite solution immediately, or as directed by the Owner.

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- F. The boring tool shall have steering capability and have an electronic tool detection system. The position of the tool during operation shall be capable of being determined accurately, horizontally within 1% of the horizontal distance of the borehole and vertically within 2% of the vertical depths of the borehole. The boring tool shall have a nominal steering radius of 9 meters (30 feet).

2.02 PIPE

- A. HDPE (High Density Polyethylene)
1. Pipe of various sizes shall be DIPS DR11 (160psi) High Density Polyethylene (HDPE) Pipe or DIPS DR9 (200psi) Pipe, AWWA C906 compliant, NSF 61 Standard Listed, furnished in fifty (50) foot lengths or longer.
 2. HDPE piping shall have stripes applied to the pipe wall. Stripes shall be parallel to the axis of the pipe, continuous, and be located at no greater than 90 degree intervals around the outside of the pipe. Stripes for water pipe shall be blue, stripes for sewer shall be green, and stripes for reclaimed water lines shall be purple.
 3. Joints of pipe segments shall be butt-welded flush to the outside diameter of the pipe.

2.03 POLYETHYLENE MECHANICAL JOINT ADAPTERS

- A. Mechanical connections of HDPE pipe to ductile iron or PVC piping, mechanical joint fittings, or valves shall be through a self-restraining, fusible mechanical joint adapter. Restraints shall be used when connecting a HDPE pipe to a different material.
- B. Adapter shall include an integral, internal stainless steel insert.
- C. Adapter shall be of the same SDR as the pipe.

2.04 DRILLING FLUIDS

- A. A mixture of Bentonite drilling clay, project specific cutting fluid additives, and potable water is to be used as the cutting fluid (MUD) and over ream hole filler for the directional drill installation. The drilling fluid mixture used shall have the following minimum viscosities as measured by a Marsh Funnel:
- | | |
|----------------|----------|
| 1. Rock Clay | 60 sec. |
| 2. Hard Clay | 40 sec. |
| 3. Soft Clay | 45 sec. |
| 4. Sandy Clay | 90 sec. |
| 5. Stable Sand | 120 sec. |
| 6. Loose Sand | 150 sec. |
| 7. Wet Sand | 150 sec. |

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- B. These viscosities may be varied to best fit the soil conditions encountered as recommended by the drilling mud and fluid additive manufacturer, and as approved by the Owner.
- C. Where sandy or granular materials are encountered, a cement slurry or polymer supplement shall be considered for added strength and stability of the bore and over ream hole.
- D. No chemicals or polymer surfactant shall be used in the drilling fluid without written consent of the Owner, and after a determination is made that the chemicals to be added are not harmful nor corrosive to the facility and are environmentally safe.
- E. Contractor to provide Owner and have on site at all times the Material Safety Data Sheets (MSDS) for all drilling compounds and chemicals.

2.05 CEMENT GROUT

- A. Cement grout shall consist of a mixture of 1 part cement to 6 parts sand. The amount of cement may be increased or decreased as necessary and as permitted by the ENGINEER to provide good flowing characteristics.

PART 3 – EXECUTION

3.01 PERSONNEL REQUIREMENTS

- A. A competent and experienced supervisor representing the Drilling Contractor shall be present at all times during actual operations. A responsible representative, who is thoroughly familiar with the equipment and type work to be performed, must be in direct charge and control of the operation at all times. In all cases the supervisor must be continually present at the job site during the actual Directional Pilot Hole, over reaming and pullback operations.
- B. The Contractor shall have a sufficient number of competent workers on the job at all times to insure the Directional drill installation is made in a timely and satisfactory manner. Adequate personnel for carrying out all phases of the actual Directional drill installation operation must be on the job site at the beginning of work.
- C. HDPE pipe thermal butt fusion welding to be completed by a welder certified by the manufacturer of the pipe or pipe welding equipment.
- D. The Owner must be notified 48 hours in advance of starting each phase of the work. The Directional drill installation shall not begin until the Owner is present at the job site and agrees that proper preparations for the operation have been made. The Owner's approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.

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- E. If the Contractor fails to begin the Directional drill installation at the agreed time, the Owner will establish the next mutually convenient time to begin. To avoid undue hardship of either party, reasonable and mutual cooperation should be exercised where starting times are concerned. If one party fails to meet the agreed schedule, the other party is expected to consider a delayed start if the installation cannot be completed during daylight hours.

3.02 PROTECTION OF UNDERGROUND UTILITIES

- A. The Drawings show buried utilities that are believed to be near the HDD alignment. There is no guarantee that these utilities are located as shown or that other utilities are not present. It will be the CONTRACTOR's responsibility to field locate all nearby utilities or other potential subsurface obstructions that may interfere with the Work.
- B. The CONTRACTOR shall notify the "Sunshine One Call (811)" system to request marking of utilities that subscribe to Sunshine One Call (811) and shall individually notify all other known or suspected utilities to request marking of these utilities. The CONTRACTOR shall confirm that all requested locates are made prior to commencing excavation and HDD operations. CONTRACTOR shall make all diligent efforts to locate any unmarked or abandoned utilities using all available information, maps, and drawings. The CONTRACTOR shall visually confirm and stake all existing lines, cables, or other underground facilities including excavation to expose all crossing utilities and utilities within twenty (20) feet laterally of the centerline of designed drilled path.
- C. The CONTRACTOR shall control HDD operations to prevent damage to existing utilities and pavement.
- D. The CONTRACTOR shall make diligent effort to locate surface evidence of any other potential subsurface obstructions, such as piers and piles.
- E. The CONTRACTOR shall be responsible for all losses and repairs occasioned by damage to underground utilities, structures and pavement resulting from HDD operations.

3.03 DELIVERY, STORAGE, AND HANDLING

- A. Transport, store and handle pipe segments so as to avoid damaging the surfaces, protective coatings, edges and corners, and to prevent excessive stresses.
- B. Handle pipe by lifting using nylon slings or other non-metallic contact means. Use of lifting eyelets is not permitted.
- C. Use supports as needed when storing pipe segments to avoid damage. Store pipe in accordance with the manufacturer's written recommendations.

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3.03 INSTALLATION

- A. The Contractor shall be responsible for providing a Maintenance of Traffic (MOT) Plan to the Owner and local traffic law enforcement agency for review. The MOT Plan shall show the location of all barricades, signs, devices and alternate routes for local traffic and pedestrian safety. Erection of the appropriate safety and warning devices in accordance with the FDOT/ FHWA "Manual on Uniform Traffic Control Devices" shall be completed prior to beginning work and maintained until all construction is completed and the site restored.
- B. All excavation for entry and recovery pits and any other excavation necessitated by the Directional drill installation shall be in accordance with the Earthwork for Utility section of the specifications. All excavations shall comply with the requirements of the Occupational Health and Safety Administration.
- C. The cost of restoring pavement, curb, sidewalk, driveways, lawns, storm drains, etc., and other landscaped facilities shall be borne by the Contractor unless otherwise noted.
- D. The following is a general outline of steps for the directional drill installation operation:
 - 1. Contractor shall clear the right-of-way and temporary work space as shown on the drawings. Contractor to install and maintain all soil erosion and sediment control devices, until project completion with approved permanent site stabilization.
 - 2. Contractor shall haul, string, assemble restrained pipe, joint air test and hydrostatically test the pipeline in one section, unless otherwise approved by Owner. The Contractor shall provide adequate site security and shall be responsible for the integrity of the pipe until after the pullback, final test of the pipeline, and acceptance of the work by the Owner.
 - a. All assembled pipe sections shall be securely plugged at the end of each work day. The pipe interior is to be protected at all times against dirt, dust, drilling mud, pipe cuttings, debris, animal access, and other sources of contamination.
 - b. To the best of the contractor's ability, keep all driveways open and accessible during activities of construction.
 - 3. Contractor shall provide adequate support rollers for the pipeline during pullback of the pipe string into the pre-drilled hole. The rollers and cradles shall be of a type that will prevent damage to the pipe and will be of sufficient number, as recommended by pipe manufacturer, to prevent over stressing due to sag bends during the pullback procedure. The pipe shall be supported at all times, including pullback, to maintain a stress free arc which limits pipe bending and internal hoop stresses to within manufacturer's limits.
 - a. Pipe which is not properly protected and supported and shows indications of excessive stressing, gouges, cuts, abrasions or other damage which

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may affect the operational performance intended for the pipe, as recommended by pipe manufacturer, shall be removed from the site and replaced at no additional cost as directed by the Owner.

4. Contractor will mobilize the drilling equipment, erect the rig, drill a pilot hole, enlarge the hole as necessary to a minimum diameter of 1.5 (may be less, based on Department of Transportation permit requirements) times the nominal diameter of the pipe, and pullback the prefabricated pipe length under the crossing.
 - a. Prior to beginning the Pilot Hole over reaming, the Contractor shall furnish an as-built plan and profile of the actual crossing to the Owner confirming the installation is in compliance with the Contract Documents.
5. Contractor will supply portable mud tanks or construct temporary mud pits to contain excess drill fluids during construction. Mud pits are to be protected at all times against unauthorized access and be stabilized at all times against surface water runoff and containment berm failure. Contractor will pump, haul and dispose any drill cuttings and excess drill fluids in a manner consistent with the local and state regulations at no additional cost to the Owner.
6. The bore pipe will be pulled back in one continuous section and Contractor must utilize a swivel to minimize the rotation of the product pipe during pullback. Swivel shall utilize lubricated internal bearings which are fully protected from external contamination and over lubrication. Contractor must demonstrate swivel operation prior to pullback.
 - a. If pipe flotation is experienced during pullback, Contractor shall use potable water and disinfect all piping and hoses used for water addition to the HDPE to counter the pipe flotation during pullback.
 - b. During pullback, the Contractor shall maintain records for submission to Owner indicating job, date, time, constant pipe footage progress, mud flow rates, pulling forces required and torque readings. Contractor shall also record the pull head location for each length of drill stem pipe on the record drawings. During pullback, the Contractor shall use a #10 tracer wire for future locating needs.
7. Owner shall have access at all times to any measuring or gauging devices used for the horizontal directional drill installation, as well as any drilling logs maintained by the Contractor.
8. In the event that the Contractor must abandon the drill hole before completion, the Contractor will seal the borehole with neat cement grout starting at the low point or end of the drill hole and redrill, at no extra cost to Owner.

3.04 PIPELINE ALIGNMENT AND PROFILE TOLERANCES

- A. Ground entry and exit angles shall be as identified in the boring plan.
- B. Minimum bending radius of the installed pipeline shall be based on no more than 72% of the manufacturer's specified minimum yield strength of the pipe.

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- C. The actual exit point shall be no more than 1 foot left or right of the alignment for the proposed exit point.
- D. Contractor shall limit the longitudinal pull on the pipe to not exceed pipe manufacturer's recommended bending/pulling bending/pulling force in force of the pipe, unless otherwise approved by the pipe manufacturer or its authorized representative. Contractor will continuously monitor and record the longitudinal pulling forces during pipeline pullback.
- E. Variation from the above parameters shall not be permitted without authorization of the Owner.

3.05 FIELD QUALITY CONTROL

- A. The newly installed pipes shall be flushed with potable water to remove any sediment, solids and/ or foreign material prior to any in place testing. Owner's representative to be notified 48 hours prior to flushing.
- B. Hydrostatic Test (In-place pipe - After Pipe Pullback)
 - 1. Final Hydrostatic Test: The CONTRACTOR shall conduct a final hydrostatic test of the installed pipeline. Final test shall be in accordance with SJCUD Standards Section 1.4.2.5. The CONTRACTOR shall repair any defects discovered during the test and repeat until the pipe passes the test.
 - a. Prior to pipeline disinfection, the pipe shall be thoroughly cleaned of all internal debris, fluids, and all other material by flushing and/or use of uncoated polyfoam pipeline swabs/pigs.
 - 2. Fill the pipe with potable water and after all free air is removed from the test section; raise the pressure at a steady rate to 150 psi as measured at the lowest point. The pressure in the section shall be measured with calibrated pressure gauges at each end of the pipe section.
 - a. Once test pressure is attained and holds for four hours, reduce pressure by 10 PSI and monitor pressure for one hour for any deviation; if no deviation occurs, a passing test is indicated. No retesting of the HDPE shall take place for eight hours, minimum, after pipe has been depressurized due to an unsuccessful pressure test.
 - 3. Immediately following the pressure test, the results shall be furnished to the Owner. Leaking pipes that cannot be repaired to meet pressure test are to be filled with concrete, removed, or otherwise placed out of service.

3.06 USE OF EXISTING WATER SYSTEMS

- A. All use of existing water systems during construction by the Contractor shall be with the approval and direction of the system Owner and its representatives. The Contractor shall be responsible for all permits, fees, temporary meter rental/ provisions, temporary backflow preventer rental/ provision and other water utility requirements for supplying water during construction. The Contractor shall use the

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existing water system only at locations, times and conditions as set forth by the system owner or its representatives.

3.07 RECORD DRAWINGS

- A. The MGS pullback data shall be recorded at every pilot hole drill stem length during the actual crossing operation. The Contractor shall furnish record plan and profile drawings, on the same horizontal and vertical control datum shown on the contract documents, based on these recordings showing the actual location horizontally and vertically of the installation, and all utility facilities found during the installation.
- B. The record drawings shall be generated using AutoCAD, and provided on a DVD. Two hard copies of the approved record drawings shall be furnished to the Owner.

3.08 CLEANUP AND RESTORATION

- A. The CONTRACTOR shall remove all equipment, materials, drilling fluids, muck, waste, contaminated soils, and debris from the site and restore the site to its original, or improved, condition upon completion of the installation. Restoration and demobilization shall be completed by the CONTRACTOR within seven (7) calendar days of the completion of the pipeline installation

3.09 DRILLING UNDERNEATH WATER BODIES

- A. Place double rows of silt fence between all drilling operations and any damage, wetlands, or other waterway.
- B. Berms, liners, turbidity curtains, and other measures shall be used in order to contain any hydraulic or drilling fluid spills.
- C. Fuel may not be stored in containers greater than 25 gallons within 200 feet of any waterway or wetlands.
- D. Contractor shall adhere to all applicable local, state, and federal environmental regulations.

END OF SECTION 02720

SECTION 02910

SODDING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This Work consists of sodding areas cleared during construction and not paved, or as otherwise shown on the Drawings.
- B. All disturbed non-paved areas shall be sodded.

1.02 SUBMITTALS

- A. Provide technical data as per Section 01300 for all materials and installation procedures required under this Section.
- B. Submit certifications for all sodding supplied on the project.

1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets.
- B. Protect roots from exposure to wind or sun. Protect sod against dehydration, contamination and heat during transportation and delivery.
- C. Sod shall be delivered and installed within a 24-hour period.
- D. Keep sod stored in the shade or covered with moistened burlap.
- E. After installation provide water to establish and maintain the sod.

1.04 WARRANTY

- A. Guarantee sod for a period of 90 days after date of final completion by the CONTRACTOR.

PART 2 – PRODUCTS

2.01 MATERIAL

- A. Sod shall be Argentine Bahia. The sod shall be live, fresh, and uninjured at the time of planting and shall have a thick mat of roots with enough adhering soil to assure growth. Apply sod within 48 hours of cutting or stack and keep moist. Do not plant dormant sod or if ground is frozen.

PART 3 – EXECUTION

3.01 GENERAL

- A. Placement: Prepare the ground by loosening the soil. Place sod on the prepared soil to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to avoid a continuous downhill seam. Tamp or roll lightly to ensure contact with subgrade. Tamp the outer edges of the sodded area

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SODDING

to produce a smooth contour. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. Water sod thoroughly with a fine spray immediately after planting.

- B. Watering: Keep sod continuously moist to a depth below the root zone for three weeks after placement. If there is not water available to the site, the CONTRACTOR shall provide the water for the sod.
- C. Maintenance: Maintain sod by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, and re-planting as required to establish a lawn free of eroded or bare areas and acceptable to the ENGINEER. Where inspected work and materials do not comply with requirements, replace rejected work and continue maintenance until re-inspected by ENGINEER and found to be acceptable. Remove rejected materials promptly from the project site.

END OF SECTION 02910

SECTION 03162

DEEP FOUNDATIONS: UNDERWATER PIPE SUPPORT PILINGS

PART 1 – GENERAL

1.01 SCOPE

- A. Pipe support pilings are required to anchor the proposed line within the Tolomato River (Intercoastal Waterway).
- B. Provide all labor, materials, equipment, and services necessary for the installation of timber, concrete or steel driven piles to support piping systems in a submerged or waterbody environment.
- C. Installation shall be accomplished by workers skilled in their craft that will perform their work in a professional manner and will leave the premises safe, orderly and clean. Contractor is responsible for installation including driving, drilling or setting the pile to the required depth and furnishing all materials specified. This includes but not limited to underwater installation, temporary works, guides, templates and staging necessary for accurate placement, divers and crew, and removal of debris of the work area.
- D. CONTRACTOR is responsible for coordination of work included in this specification with all other specification sections related to furnishing of all materials, labor, permits, fees and services necessary for completion of work in this Section.

1.02 REFERENCES

All referenced standards refer to the edition in force at the time of these plans and Specifications are issued for bidding.

- A. ASTM A252 – Welded and Seamless Steel Pipe Piles
- B. ACI 543R-00 – Design, Manufacture, and Installation of Concrete Piles
- C. ACI 301 – Specifications for Structural Concrete
- D. ASCE 20-96 – Guidelines for Design and Installation of Pile Foundations
- E. ASTM D1143/D3689 – Pile Load Testing Standards

1.03 SUBMITTALS

- A. Prior to beginning work, the Contractor shall submit to the owner an electronic copy of a report, schedules, calculations, safety plan, project of adjacent structures, procedures for any supplemental subsurface soil condition investigations performed by the contractor along the path of the pilings. The report with soil borings analysis signed and sealed by a Florida licensed professional engineer to ensure that the subsurface conditions are known to the contractor and that the proposed piling installation method is appropriate for the type of soil present. If the subsurface conditions are already known to the Contractor by previous work or geotechnical

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DEEP FOUNDATIONS: UNDERWATER PIPE SUPPORT PILINGS

studies done in the immediate area, the information shall be recorded in the report along with any additional geotechnical studies performed by the Contractor.

- B. All submittals shall be in accordance with Section 01300 and shall include the following.
 - 1. Shop drawings showing pile layout, dimensions and embedment depth, and installation method.
 - 2. Details of pile cap, brackets or connections of the pipe to the piling.
 - 3. Staging equipment layout with dimensions.
 - 4. Material specifications and certifications for steel and concrete.
 - 5. Installation plan including method of installation, equipment, sequence of work and underwater safety measures, and environmental protection measures.
 - 6. Design calculations to include uplift resistance based on buoyant forces, structural capacity of piles under axial and lateral loads, and safety factors per applicable codes.

1.04 WARRANTY

- A. The pile MANUFACTURER shall warrant the pilings against defects for at least one (1) year after the date of acceptance by OWNER. Defects are defined as cracking, delamination, or leaking. The warranty shall require the MANUFACTURER to supply all necessary labor, materials, and equipment to repair defects to the satisfaction of OWNER. The CONTRACTOR and/or MANUFACTURER shall not make any exemptions or exceptions to the above stated conditions or warranty.

1.05 PERFORMANCE REQUIREMENTS

- A. The CONTRACTOR shall maintain the minimum vertical and lateral load, and uplift resistance based on the conditions in the field for the pipe depicted on the contract drawings. Contractor is responsible for provided calculations that ensure the piles counteract the buoyant forces, horizontal and vertical forces with an appropriate safety factor.

PART 2 – PRODUCTS

2.01 STEEL PIPE PILES

- A. Material: ASTM A252 Grade 2 or 3 with mill certifications provided prior to installation.
- B. Diameter: As specified for required uplift, axial, and lateral design capacity.
- C. Wall Thickness: Minimum 0.375"
- D. Finish: Hot-dip galvanized or epoxy-coated for corrosion resistance
- E. Connection: pile connection to pipe strap shall be coordinated with the manufacturer for compliance.

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DEEP FOUNDATIONS: UNDERWATER PIPE SUPPORT PILINGS

2.02 PRECAST CONCRETE PILES

- A. Material: High-strength concrete per ACI 301
- B. Minimum compressive strength: 5,000 psi at 28 days
- C. Reinforcement: ASTM A615 Grade 60 steel
- D. Dimensions: As specified (e.g., 12" diameter, 10-foot length).

2.03 TIMBER PILES

- A. Material: Pressure treated timber.
- B. Dimensions: As specified (e.g., 12" diameter, 10-foot length).

PART 3 – EXECUTION

3.01 SITE PREPARATION

- A. CONTRACTOR shall perform a detailed survey to verify alignment and elevation based on contract drawing locations of pilings. Mark pile locations using durable markers or GPS positions suitable for marine environments. Confirm that pile locations avoid any existing structures and meet clearance and submergence requirements.
- B. Provide a stable working platform (barge or platform for waterbody access) capable of supporting pile-driving equipment, templates, and personnel. Ensure barge positioning is accurate and secure using anchors to prevent drift during operations. Verify compliance with all safety regulations for marine operations, including life-saving equipment and emergency access.
- C. Fabricate and install pile templates or guides to maintain correct pile spacing, alignment, and inclination as shown on the contract drawings. Secure templates to the barge or temporary support to prevent movement during pile installation.
- D. Implement turbidity control measures as required by environmental permits. Confirm all personnel are equipped with appropriate PPE for marine and underwater work. Establish communication protocols between barge crew, divers, and shore based personnel.

3.02 INSTALLATION METHODS

- A. Driven Piles: Use impact or vibratory hammer per soil conditions. Vibration monitoring shall be provided to ensure adjacent structures such as docks and residences are not adversely affected.

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DEEP FOUNDATIONS: UNDERWATER PIPE SUPPORT PILINGS

- B. Jetting: Use high-pressure water to assist pile penetration in granular soils. Contractor is responsible for investigating existing soil conditions to allow proper pile penetrations without compromising bearing capacity.
- C. Press-in Method: Optional for vibration-sensitive areas.

3.03 PILE DRIVING TOLERANCES

- A. Vertical deviation: $\leq 1.5\%$ of pile length.
- B. Location tolerance: ± 3 inches from design coordinates.

3.04 LOAD TESTING

- A. Perform static or dynamic load tests per ASTM D1143/D3689 if required.
- B. Minimum test load: $1.5\times$ design load.

3.05 ENVIRONMENTAL PROTECTION

- A. Sediment Control: Contractor shall use turbidity curtains or bubble curtains to contain sediment throughout construction.
- B. Any disturbed rip rap shall be restored to its existing condition.
- C. Prevent discharge of jetting water into sensitive areas.
- D. Contractor shall not disturb vegetation, shellfish or wildlife.

END OF SECTION 03162

SECTION 15064

PLASTIC PIPE AND FITTINGS

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required and install the plastic piping, fittings, and appurtenances as specified herein and installed in the locations as shown on the Drawings.
- B. All buried piping on the project with a diameter 4-inches and greater shall be restrained joint type. Locate wire shall be installed for all buried pipe with nominal diameter of 3-inches and greater.

1.02 RELATED WORK

- A. Excavation and backfill for piping is included in Section 02221.
- B. Valves and appurtenances are included in Section 15100.

1.03 DESCRIPTION OF SYSTEM

- A. Piping shall be installed in the locations as shown on the Drawings.

1.04 QUALITY ASSURANCE

- A. All plastic pipe, fittings, and appurtenances shall be furnished by a single manufacturer who is fully experienced, reputable, and qualified in the manufacture of the items to be furnished. The equipment shall be designed, constructed, and installed in accordance with the best practices and methods and shall comply with these specifications.
- B. All pipe shall be stored out of the sunlight. Temporary shading shall be provided. The pipe shall be stored at ambient outdoor temperatures. Gaskets shall be stored in a cool, dark location, and shall not come into contact with petroleum products.
- C. Inspections of the pipe or storage methods may be made by the ENGINEER or OWNER and may be subject to rejection at any time on account of failure to meet the requirements. Rejected pipe shall be marked and removed from the site.

1.05 SUBMITTALS

- A. Shop drawings shall be submitted to the ENGINEER for approval in accordance with Section 01300 Submittals and shall include dimensioning and technical specification for all piping to be furnished.
- B. Submit shop drawings and scaled piping layout drawings for all pipe and fittings supplied for each piping system. Layouts should include pipe type, fittings, and elevations.

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PLASTIC PIPE AND FITTINGS

- C. Submit procedures and certified test reports confirming that pipe has been manufactured in accordance with ASTM and AWWA standards specified herein.

1.06 TOOLS

- A. Special tools, solvents, lubricants, and caulking compounds required for normal installation shall be furnished with the pipe.

PART 2 – PRODUCTS

2.01 GENERAL

- A. All pipe shall be bundled or packaged in such a manner as to provide adequate protection for the ends, threaded, or flanged, during transportation from the manufacturer.
- B. All piping for potable water shall be blue, all piping for drain or sewer shall be green, and all piping for reclaimed water shall be purple.

2.02 POLYVINYL CHORIDE (PVC) PIPE

- A. All PVC pipe less than 4-inch in diameter shall be suitable for field cutting, welding, bending and coupling and shall be Schedule 80 unless otherwise shown on the Drawings and of the sizes as shown on the Drawings. Pipe supports shall be provided where shown on the drawings.
- B. All pipe 4 inches through 16 inches shall have a dimension ratio (DR) of 18. All pipe larger than 16-inch in diameter shall have a DR of 25. PVC pipe 4-inch through 12-inch shall conform to AWWA C900. PVC pipe 14-inch and larger shall conform to AWWA C905. The pipe shall be made of PVC compounds Class 12454-A or 12454-B as defined in ASTM D1784. PVC gravity sewer pipe 4-inch to 6-inch shall conform to ASTM D3034 and be SDR 35 or SDR 26, 8-inch through 15-inch shall conform to ASTM D3034 and be SDR 35, and 18-inch or larger shall conform to ASTM F679. Each pipe shall be marked with the manufacturers name, trademark, size, material code, pressure class, AWWA designation number. When used for potable water service, a seal of the testing agency confirming compliance with all applicable standards.
- C. Fittings for pipe less than 4 inches shall be the socket type for solvent welded joints as designated in ASTM D-2467, except where threaded as shown on the Drawings, and as designated in ASTM D-2464, or flanged as shown on the Drawings, and shall be compatible with the pipe material where installed. Flanges shall be furnished with 1/8-inch thick full-faced Teflon, Viton, or ENGINEER approved equal gaskets. Flange bolts and nuts shall be ASTM A276, Type 316 stainless steel.
- D. Fittings for pipe 4 inches and larger shall be ductile iron with restrained push-on or

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PLASTIC PIPE AND FITTINGS

mechanically restrained configurations compatible with the type of PVC utilized.

- E. Caulking for plastic pipe in wall sleeve shall be by a mechanical, modular, rubber sealing element placed in between the sleeve and pipe and expanded to make a tight fit or other method approved by the ENGINEER.
- F. Expansion joints shall have integral duck and rubber flanges. They shall have individual solid steel ring reinforcement with a carcass of highest-grade woven cotton or acceptable synthetic fiber. Joints shall be constructed of pipeline size and to meet working pressure and corrosive conditions similar to the line where installed. They shall be of a filled arch-type construction with a minimum of three arches per joint. All joints must be finish-coated with Hypalon paint to prevent ozone attack. They shall be Style 500 as manufactured by Mercer Rubber Co. of Trenton, New Jersey, or equal.
- G. All PVC pipe and materials coming into contact with for raw or potable water service shall be certified NSF 14 and 61 approved.

2.03 HIGH DENSITY POLYETHYLENE (HDPE)

- A. All HDPE pipe shall conform to AWWA C906 and ASTM D2447, and all fittings shall conform to ASTM D3261.
- B. Pipe shall be manufactured from HDPE base resin conforming to grade 34 (PPI PE 3406) or better in accordance with ASTM D2447. The pipe shall have a minimum hydrostatic design stress of 630 psi at 73 degrees F and be suitable for field cutting and heat fusion joining.
- C. Joints for HDPE shall be butt-heat fusion made in accordance with D3261 or mechanical adapter for valve, fitting (if approved by the ENGINEER), or dissimilar pipe to pipe connection.
- D. Mechanical connections to valves and piping shall be made in accordance with the manufacturer's recommendations. Flanged connections shall consist of the following:
 - 1. Stainless steel backup, polyethylene flange shall be thermally butt fused to the stub end of the pipe.
 - 2. A type 316 SS backup ring on both sides of the connection shall be used as approved by the ENGINEER.
 - 3. Flange connections shall be provided with a full-face neoprene gasket.

2.04 PLASTIC TUBING

- A. Plastic tubing shall be clear, flexible, non-cracking with a wall thickness that is adequate for the pressures involved and of the sizes as shown on the Drawings.
- B. All plastic tubing shall be chemically inert, resistant, and compatible for the chemical intended for its use.

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PLASTIC PIPE AND FITTINGS

2.05 LOCATE WIRE

- A. Utility marking tape shall be 3-inch wide and 4-mil thick per ASTM D2103 with a 2,750-psi tensile strength per ASTM D882.
- B. Tape shall have adhesive backing and industrial standard repeatable message.
- C. External color of locate wire shall be blue for potable water, green for sewer, and pantone purple 522C for reuse.
- D. Locate wire shall be 10-gauge, single strand, UF rated for direct bury, copper wire with 30 mil insulation.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. The installation of plastic pipe shall be strictly in accordance with the manufacturer's technical data and printed instructions.
- B. Joints for plastic pipe shall be solvent welded except flanged or threaded where required. In making solvent welded connections, clean dirt and moisture from pipe and fittings, bevel pipe ends slightly with emery cloth, if necessary, and apply solvent cement of the proper grade. Expansion joints shall be installed every 50 feet on long runs and in every straight run longer than 15 feet.
- C. Installation of valves and fittings shall be strictly in accordance with manufacturer's instructions. Particular care shall be taken not to overstress threaded connections at sleeves. In making solvent weld connections the solvent shall not be spilled on valves or allowed to run from joints.
- D. All piping shall have a sufficient number of unions to allow convenient removal of piping and shall be as approved by the ENGINEER.
- E. Where plastic pipe passes through wall sleeves, joints shall be sealed with a mechanical sealing element as shown on the Drawings.
- F. All plastic pipe to metal pipe connections shall be made using flanged connections. Metal piping shall not be threaded into plastic fittings, valves, or couplings, nor shall plastic piping be threaded into metal valves, fittings, or couplings.
- G. Concrete inserts for hangers and supports shall be furnished and installed in the concrete as it is placed. The inserts shall be set in accordance with the requirements of the piping layout and the CONTRACTOR shall verify the locations from approved piping layout drawings and the structural drawings. Pipe hangers and supports shall be as detailed on the drawings.

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PLASTIC PIPE AND FITTINGS

3.02 FIELD PAINTING

- A. Pipe exposed to view shall be painted as specified in Section 09900. CONTRACTOR shall coordinate with their elected pipe MANUFACTURER to ensure they have no issues with the specified painting. ENGINEER will assist in identifying pipe contents, direction of flow, and all else required for proper marking of pipe.

3.03 INSPECTION AND TESTING

- A. All piping shall be tested as per Paragraph 1.4.2.5 of the SJCUD Standard Specifications, latest version.
- B. The test pressures and temperatures for the various pipelines shall be as follows:
 - 1. Drain and gravity sewer piping: 20 psi at ambient temperature
 - 2. All other piping: 150 psi

3.04 LOCATE WIRE TESTING

- A. Locate wire shall be brought to grade within a valve box or locating station box at 200 foot intervals or less. Locate wire shall be installed in a box along the pipeline in either the 5:00 o'clock or 8:00 o'clock position relative to the pipe. Connection or splices underground which are not inside a locate box or valve box is not allowed.
- B. Testing shall be performed by a person or company that has been certified by the manufacturer of the approved testing equipment as proficient in the use of the equipment. The certified tester shall be approved by SJCUD and the ENGINEER. A SJCUD representative may elect to be present during the testing period.
- C. The CONTRACTOR shall provide the tester with a copy of the yard piping plan that has been marked up by the CONTRACTOR to identify pipes where locate wiring has been installed. The tester shall trace the entire length of pipe and mark any piping location variations from the marked-up plans. The depth to top of pipe shall be recorded at 50-foot intervals.
- D. A final locate wire report shall be submitted to SJCUD and the ENGINEER for review and approval. The report shall include a signed and sealed statement from the tester that certifies all installed wire was successfully sounded and traced with no open breaks. The report shall include all field notes, breaks found/repaired, depths, and other applicable field remarks by the tester. The report shall be furnished prior to substantial completion of the project.

END OF SECTION 15064

SECTION 15072

DUCTILE IRON PIPE AND FITTINGS

PART 1 – GENERAL

1.01 SCOPE

- A. The work under this Section of the specifications shall include all materials, equipment, and labor for furnishing, laying, installing, testing, and disinfecting the piping work and appurtenances herein under described and as shown on the Contract Drawings.
- B. The CONTRACTOR shall furnish ductile iron pipe, fittings, accessories, and appurtenances necessary for installation, including but not limited to gaskets, nuts, and bolts for flanged joints; pipe supports; tie rods; and flexible couplings.
- C. All buried piping on the project shall be restrained joint type. Locate wire shall be installed for all buried pipe with nominal diameter of 3-inches and greater.

1.02 RELATED WORK

- A. Mechanical equipment, pipe supports, sleeves, couplings, valves, and appurtenances are included in respective sections of Division 11.
- B. Painting, except for as specified herein, is included in Division 9.

1.03 QUALITY ASSURANCE

- A. Dimensions shown on Contract Drawings are approximate only. CONTRACTOR shall verify all piping geometry in the field and shall be responsible for ensuring proper alignment and fit of all piping consistent with the intent of the Contract Drawings.

1.04 SUBMITTALS

- A. Shop drawings and manufacturer's literature shall be promptly submitted to the ENGINEER for approval in accordance with Section 01300.
- B. The following items shall be submitted before delivery of pipe or fittings:
 - 1. Certification by the manufacturer or supplier that the pipe furnished for this project meets all pertinent AWWA and, if coming into contact with potable water, NSF 61 Standards, latest editions.
 - 2. Certifications of compliance with applicable standards for all piping.
 - 3. Pipe laying schedule or assembly drawings which indicate overall dimensions, lengths of restrained joint pipe, the specific number of each pipe and fitting and the location and direction of lay of each pipe identified by mark number. Pipe laying schedules shall be submitted for all piping systems and shall include elevations of proposed piping.
 - 4. Catalog cuts and installation instructions for all restrained joints including boltless restrained joint pipe and grooved end joint pipe for ductile iron pipe.
 - 5. Certification that all bolts to be furnished conform to the referenced standards and are manufactured in the United States of America.

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DUCTILE IRON PIPE AND FITTINGS

6. Shop drawings and schedules completely detailing and locating wall pipes shall be submitted for approval prior to their fabrication and well in advance of the concrete work.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. The Manufacturer shall legibly mark all pipe and specials in accordance with the approved laying schedules and marking diagram. Each pipe shall be numbered in sequence and said number shall appear on the laying schedule and marking diagram in its proper location for installation.
- B. The CONTRACTOR shall carefully examine all material for defects. Material which is known, or thought, to be defective shall not be installed.
- C. The ENGINEER reserves the right to inspect all material and to reject all defective material shipped to the job site or stored on the site. Failure of the ENGINEER to detect damaged material shall not relieve the CONTRACTOR from his total responsibility for the completed work if it leaks or breaks after installation. Lay all defective material aside for final inspection by the ENGINEER to determine if corrective repairs may be made, or if the material is to be rejected. The ENGINEER shall determine the extent of the repairs.
- D. CONTRACTOR shall classify defective pipe prior to ENGINEER's inspection as follows:
 1. Damage to interior and/or exterior paint seal coats.
 2. Damage to interior cement-mortar lining.
 3. Insufficient cement-mortar lining thickness.
 4. Poor quality interior paint seal coat.
 5. Pipe out of round.
 6. Damaged pipe barrel area to a point where pipe class thickness is reduced.
 7. Denting or gouges in plain end of pipe.
- E. The CONTRACTOR shall be solely responsible for the safe storage of all material until it has been incorporated in the completed project and accepted by the ENGINEER. The CONTRACTOR will inspect and note any defects to the OWNER and ENGINEER immediately for any pipe.
- F. Pipe fittings and accessories shall be loaded and unloaded by lifting with hoists or skidding to avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against another pipe. Handling of this material is to be in accordance with AWWA C600.
- G. The CONTRACTOR is cautioned to exercise care in handling, loading, unloading, and storing ductile iron pipe and fittings. All ductile iron pipe and fittings shall be stored under cover before use and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat so as not to be subject to undue bending or concentrated external load at any point.

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DUCTILE IRON PIPE AND FITTINGS

PART 2 – PRODUCTS

2.01 DUCTILE IRON PIPE

A. General

1. Ductile iron pipe and fittings 3-inch and larger shall be manufactured by U.S. Pipe and Foundry, American Ductile Iron Pipe Company, McWane Pipe Company, or ENGINEER approved equal.
2. Ductile iron pipe shall conform to the latest specifications as adopted by the American National Standards Institute, Inc., (ANSI) and the American Water Works Association (AWWA). Specifically, ductile iron pipe shall conform to ANSI/AWWA C151/A21.51, AWWA C150, and AWWA C111.
3. Per SJCUD Specifications, Pressure rating is as follows:
 - a. 4" through 12": Pressure class 350.
 - b. 16" through 20": Pressure Class 250.
 - c. 24": Pressure Class 200.
 - d. 30" through 48": Pressure Class 150
4. All buried pipe shall be coated outside with a bituminous coating in accordance with ANSI/AWWA C151/A21.51. Bituminous coating on any exposed piping is not acceptable.
5. Potable water and reclaimed water ductile iron pipe interior shall be cement mortar lined and seal coated in compliance with the latest revision of ANSI/AWWA C104/A21.4. High-speed cement lining (offered by American Pipe) is acceptable with no seal coat. All coatings shall be applied at the place of manufacture prior to shipment to the construction site. The coatings shall be protected throughout construction and shall maintain an approved factory condition free of defect.
6. Wastewater ductile iron pipe shall be coated inside with an approved amine cured novalac epoxy coating. Acceptable coatings include Protecto 401 ceramic epoxy, SP 2000 ceramic epoxy, poly bond plus, or approved equal.
7. Each length of pipe shall be subjected to a hydrostatic proof test by the manufacturer as required by ANSI/AWWA C151/A21.51.

B. Mechanical Joint Pipe

1. Push-on and mechanical joints shall conform to ANSI/AWWA C111/A21.11. All pipe installed on this project shall be furnished with restrained joints.
2. The pipe class of non-flanged pipe shall be as a minimum pressure Class 250. Where indicated on the Drawings, thicker classes shall be furnished.

C. Flanged Pipe

1. Flanged joints for piping shall conform to ANSI/AWWA C110/A21.10 for fittings and ANSI/AWWA C115/A21.15 for pipe. Flanged joints shall not be used in underground installations except where specifically shown on the Drawings.
2. All flanged pipe shall be a minimum of thickness Class 125, unless otherwise indicated on the Contract Drawings or SJCUD Standards Manual.

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DUCTILE IRON PIPE AND FITTINGS

2.02 DUCTILE IRON FITTINGS

A. General

1. Fittings shall be ductile iron conforming to ANSI/AWWA C110/A21.10, C111/A21.11, C115/A21.15, and/or C153/A21.53. Fittings shall also be certified by ISO 9000 by an accredited ENGINEER.
2. Fittings shall have a minimum working pressure of 250 psi.
3. Fittings shall be coated on the outside and inside to match the connecting pipes.
4. Fittings shall be manufactured by American Cast Iron Pipe Company, Clow, Tyler Union, U.S. Pipe and Foundry, Star Pipe Products, Sigma Corporation, and Pipe Components Inc.
5. All fittings shall be supplied by one manufacturer.

B. Mechanical Joint Ductile Iron Fittings

1. Mechanical and push-on joints including accessories shall conform to ANSI/AWWA C111/A21.11.
2. All buried steel lugs, rods, brackets and mechanical joint bolts and nuts shall be low alloy steel in accordance with ANSI C111 and shall be given one (1) coat of Koppers #50 coal tar coating prior to backfilling.

C. Flanged Ductile Iron Fittings

1. Flanges for fittings shall meet the requirements of ANSI/AWWA C110/A21.10 and C151/A21.51.
2. All above ground flanged piping shall be provided with 316 stainless steel bolts and nuts. Stainless steel nuts and bolts shall not be painted and should be properly protected to avoid painting.

D. Restrained Joint Fittings

1. Restrained joints may be restrained by utilizing a joint restraint gasket which includes a stainless-steel locking segments vulcanized into the rubber gasket. The gasket shall be rated for operating pressures up to 250 psi based on the performance requirements of ANSI/AWWA C111/A21.11.

2.03 DUCTILE IRON PIPE MARKING

- A. All ductile iron pipe below ground shall be marked with a minimum 3-inch wide, non-detectable utility marking tape. The utility marking tape shall be installed on the pipe at the 12 o'clock position. Tape shall be 4 minimum millimeter ASTM D2103 thickness and constructed for prolonged use underground, meet industry standard (APWA) color code, tensile strength of 2750 psi (ASTM D882), and industrial standard repeatable message.
- B. All ductile iron piping above ground shall be color labeled with stencil in the center of each joint of pipe utilizing oil paint. Stenciled lettering shall be a minimum of 4-inches and be black in color.

2.04 RETAINING RINGS

- A. The CONTRACTOR shall maintain, on-site, a suitable supply of field installed

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DUCTILE IRON PIPE AND FITTINGS

retaining rings for ductile iron boltless restrained joints for pipe installations which may require unavoidable field cutting, as approved by the ENGINEER. Field installed retaining rings shall be furnished by the same manufacturer as the pipe and shall have the same pressure rating as factory installed rings.

2.05 RETAINER GLANDS

- A. All mechanical joint fittings and valves shall be provided with ductile iron retainer glands. Retainer glands shall be "Megalug" Series 1100 as manufactured by EBAA Iron or equal. Retainer glands shall be supplied complete with torque limiting twist off nuts.

2.06 LOCATE WIRE

- A. Utility marking tape shall be 3-inch wide and 4-mil thick per ASTM D2103 with a 2,750 psi tensile strength per ASTM D882.
- B. Tape shall have adhesive backing and industrial standard repeatable message.
- C. External color of locate wire shall be blue for potable water, green for sewer, and pantone purple 522C for reuse.
- D. Locate wire shall be 10 gauge, single strand, UF rated for direct bury, copper wire with 30 mil insulation.

PART 3 – EXECUTION

3.01 INSTALLATION - GENERAL REQUIREMENTS

- A. All pipe shall be laid and maintained to the required lines and depths. Fittings and valves shall be at the required locations with joints centered, spigots and all valve and hydrant stems plumb and otherwise in strict accordance with the Specifications.
- B. All buried steel lugs, rods, brackets and flanged joint bolts and nuts shall be 316 stainless steel and shall be given one (1) coat of Koppers #50 coal tar coating prior to backfilling.
- C. No deviation shall be made from the required alignment, depth or grade except with the written consent of the ENGINEER.
- D. All pipe shall be laid to the depth specified. The depth shall be measured from the final surface grade to the top of the pipe barrel. The minimum pipe cover shall be as shown on the Drawings or as specified in the Specifications.
- E. Do not lay pipe in a wet trench, on subgrade containing frost, and when trench conditions are unsuitable for such work. If all efforts fail to obtain a stable dry trench bottom and the ENGINEER determines that the trench bottom is unsuitable for trench foundation, he will order in writing the kind of stabilization to be

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constructed.

- F. Thoroughly clean the pipes and fittings before they are installed and this material shall be kept clean until the acceptance of the completed work. Lay pipe with the bell ends facing in the direction of laying, unless otherwise shown on the Drawings, or directed by the ENGINEER. Exercise care to ensure that each length abuts against the next in such manner that no shoulder or unevenness of any kind occurs in the pipe line.
- G. No wedging or blocking is permitted in laying pipe unless by written order of ENGINEER.
- H. Before joints are made, bed each section of pipe the full length of the barrel with recesses excavated so pipe invert forms continuous grade with invert of pipe previously laid. Do not bring succeeding pipe into position until the preceding length is embedded and securely in place.
- I. Dig bell holes sufficiently large to permit proper joint making and to ensure pipe is firmly bedded full length of its barrel.
- J. During "pushing home" of any style piping, timber shall be placed between the jacking device (backhoe, bucket, pipe jacket, etc.) and the pipe being driven home.
- K. Walking or working on completed pipeline, except as necessary in tamping and backfilling, is not permitted until trench is backfilled one-foot deep over top of pipes.
- L. Take up and relay pipe that is out of alignment or grade, or pipe having disturbed joints after laying.
- M. Take up and replace with new, such in-place pipe sections found to be defective. Replacement work at CONTRACTOR's expense.
- N. Take necessary precautions to prevent the floating of the pipeline by the accumulation of water in the trench, or the collapse of the pipeline from any cause. Should floating or collapse occur, restoration will be at the CONTRACTOR's expense.
- O. Bedding and backfilling materials for buried pipe shall be as specified previously in Division 2, as specified in subsequent paragraphs, and in accordance with the Contract Drawings.
- P. Take every precaution to prevent foreign material from entering the pipe while it is being placed. During laying operations, do not place debris, tools, clothing, or other materials in the pipe.
- Q. Close all openings in the pipeline with watertight plugs when pipe laying is stopped at the close of the day's work or for other reasons, such as rest breaks or meal periods.
- R. Place enough backfill over the center sections of the pipe to prevent floating.

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DUCTILE IRON PIPE AND FITTINGS

- S. Carry out the cutting of pipe only with equipment specifically designed for that purpose such as an abrasive wheel, rotary wheel cutter, a guillotine pipe saw or a milling wheel saw. The use of chisels will not be permitted. Cut ends and rough edges should be ground smooth and for push-on connections, the cut end should be beveled slightly.
- T. In distributing material at the project site, each piece shall be unloaded opposite or near the place where it is to be laid in the trench. Each length of pipe shall be adequately blocked to prevent movement. Stockpiled pipe shall be adequately blocked to prevent movement. No pipe, material, or any other object shall be placed on private property, obstruct walkways or driveways, or in any manner interfere with the normal flow of traffic.
- U. In the case of ductile iron pipe, special care shall be exercised, during handling temporary storage or construction to avoid damage to the bells, spigots or flanged ends. If damaged pipe cannot be repaired to the ENGINEER's satisfaction, it shall be replaced at the CONTRACTOR's expense.
- V. The CONTRACTOR shall be responsible for maintaining the minimum required distance between the water main and other utility lines in strict accordance with all Federal, State and local requirements and all right-of-way limitations.
- W. The maximum allowable deflection at the joints for push-on joint pipe, regardless of pipe material shall be no more than 75 percent of the manufacturer's published recommendation.
- X. In case the curve is too sharp for the allowable deflection, short lengths of pipe may be used upon approval of the ENGINEER and at no additional cost to the OWNER.
- Y. Care shall be exercised such that no high points are established where air can accumulate in the pipelines.

3.02 CONSTRUCTION METHODS TO AVOID CONTAMINATION

- A. Heavy particulates generally contain bacteria and prevent even very high chlorine concentrations from contacting and killing such organisms. It is essential that the procedures of this section be observed to assure that a water main and its appurtenances are thoroughly clean for the final disinfection by chlorination.
- B. Precautions shall be taken to protect the interiors of pipes, fittings, and valves against contamination. Pipe delivered for construction shall be strung to minimize entrance of foreign material. All openings in the pipeline shall be closed with watertight plugs when pipe laying is stopped at the close of the day's work or for other reasons, such as rest breaks or meal periods. Rodent-proof plugs may be used where it is determined that watertight plugs are not practical and where thorough cleaning will be performed.
- C. Delay in placement of delivered pipe invites contamination. The more closely the

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rate of delivery is correlated to the rate of pipe laying, the less likelihood of contamination.

- D. Joints of all pipe in the trench shall be completed before work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.
- E. Yarning or packing material shall consist of molded or tubular rubber rings, or rope of treated paper or other approved materials. Materials such as jute, asbestos or hemp shall not be used. Packing material shall be handled in a manner that avoids contamination.
- F. No contaminated material or any material capable of supporting prolific growth of microorganisms shall be used for sealing joints. Sealing material or gaskets shall be handled in a manner that avoids contamination. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water. It shall be delivered to the job in closed containers and shall be kept clean.
- G. If dirt enters the pipe, and in the opinion of the ENGINEER the dirt will not be removed by the flushing operation, the interior of the pipe shall be cleaned by mechanical means and then shall be swabbed with a 1 percent hypochlorite disinfecting solution. Cleaning with the use of a pig, swab or "go-devil" should be undertaken only when the ENGINEER has specified such and has determined that such operation will not force mud or debris into pipe joint spaces.

3.03 DUCTILE IRON PIPE INSTALLATION

- A. The installation of buried iron piping, except as otherwise shown or specified, shall conform to AWWA C-600, "Standard for Installation of Ductile Iron Water Mains and Appurtenances". Boltless restrained joint pipe shall also be installed in accordance with manufacturer's recommended instructions.
- B. Assembly of push-on pipe and mechanical joints valves shall be in accordance with the manufacturer's printed instructions and AWWA C-600. Installation of retainer glands shall be in accordance with the manufacturer's printed instructions. Torque wrenches shall be used for installation of mechanical and retainer glands.
- C. The bell, plain end, and gasket shall be thoroughly cleaned and lubricated immediately before assembling the joint. The gasket shall then be inserted into the groove in the bell. Before starting joint assembly, a liberal coating of special lubricant shall be applied to the gasket and spigot end. With the spigot end centered in the bell, the spigot end is pushed home. Bolts for mechanical joints shall be tightened in an alternating top-to-bottom and side-to-side sequence to bring the gland up to the bell face evenly. If effective sealing is not achieved at the maximum torques listed AWWA C-600, the joint shall be disassembled, thoroughly cleaned, and reassembled. Over stressing of bolts to compensate for poor joint assembly will not be permitted.
- D. All flanges, unless otherwise required, shall have standard drillings. Flanges shall be firmly bolted with machine, stud, or bolts of the proper size bar steel, with good,

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DUCTILE IRON PIPE AND FITTINGS

true threads, and shall be so tightened as to evenly distribute the stress in the bolts and bring the pipe into uniform alignment.

- E. In general, no flanges shall be permitted underground except as directed by the ENGINEER, or as indicated on the Drawings.
- F. Where required, flanges shall be tapped for stud bolts.

3.04 PRESSURE TESTS

- A. The CONTRACTOR shall provide all labor, materials, equipment, gauges, air, water and all else necessary to pressure test all ductile iron piping systems installed under this Contract.
- B. All piping shall be tested as per Paragraph 1.4.2.5 of the SJCUD Standard Specifications, latest version.
 - 1. The test pressures for process piping shall be as follows:
 - a. 50 percent above the normal operating pressure with a minimum of 150 psi.

3.05 BACTERIOLOGICAL TESTING

- A. If pipe or fittings are intended for use or comes into contact with potable water, the requirements of this section shall be met.
- B. After final flushing and before the piping is placed in service, samples will be collected by the OWNER and tested by the OWNER for bacteriological quality in accordance with Standard Methods for the Examination of Water and Wastewater.
- C. Bacteriological tests must show complete absence of coliforms. If tests show presence of coliform CONTRACTOR will be required to perform additional flushing and disinfection of the pipeline until such time acceptable tests are obtained, all at no cost to the OWNER.

3.06 DISINFECTION

- A. If pipe or fittings are intended for use or comes into contact with potable water, the requirements of this section shall be met.
- B. Upon completion of installation, the interior of all piping shall be thoroughly cleaned and flushed.
- C. After cleaning and flushing, and following pressure testing, all lines carrying water shall be disinfected in accordance with AWWA (C651) American Water Works Association Standard for Disinfection of Water Mains. Following chlorination and after the entire length is ready for service, all treated water shall be flushed thoroughly from the pipeline. The CONTRACTOR shall coordinate with the OWNER to take sample at the beginning and end of the new system and which will provide chemical and bacteriological tests on the samples. The tests shall prove that the entire piping system is free of pathogenic organisms.

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- D. Should the initial treatment prove ineffective, the disinfection procedure shall be repeated until satisfactory results are obtained.

3.07 DISPOSAL OF HEAVILY CHLORINATED WATER

- A. After the applicable retention period, heavily chlorinated water should not remain in contact with the pipe for more than 48 hours. To prevent damage to the pipe lining or corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed from the main until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the distribution system or is acceptable for domestic use.
- C. The chlorine residual of water being disposed shall be neutralized by treating with one of the chemicals listed in Table 1. The proposed disposal site to which chlorinated water is to be discharged shall be approved by the OWNER. A reducing agent shall be applied to the chlorinated water to be wasted to completely neutralize the chlorine residual remaining in the water. Where necessary, federal, state and local regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water.
- D. The amount of chemicals (in pounds) required to neutralize various residual chlorine concentrations in 100,000 gallons of water are as follows:

Table 1				
Residual Chlorine Concentration (mg/L)	Sulfur Dioxide	Sodium Bisulfite	Sodium Sulfite	Sodium Thiosulfate
1	0.8	1.2	1.4	1.2
2	1.7	2.5	2.9	2.4
10	8.3	12.5	14.6	12.0
50	41.7	62.6	73.0	60.0

3.08 LOCATE WIRE TESTING

- A. Locate wire shall be brought to grade within a valve box or locating station box at 200-foot intervals or less. Locate wire shall be installed in a box along the pipeline in either the 5:00 o'clock or 8:00 o'clock position relative to the pipe. Connection or splices underground which are not inside a locate box or valve box is not allowed.
- B. Testing shall be performed by a person or company that has been certified by the manufacturer of the approved testing equipment as proficient in the use of the equipment. The certified tester shall be approved by SJCUD and the ENGINEER. An SJCUD representative may elect to be present during the testing period.
- C. The CONTRACTOR shall provide the tester with a copy of the yard piping plan that has been marked up by the CONTRACTOR to identify pipes where locate wiring has been installed. The tester shall trace the entire length of pipe and mark any piping location variations from the marked-up plans. The depth to top of pipe shall

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be recorded at 50-foot intervals.

- D. A final locate wire report shall be submitted to SJCUD and the ENGINEER for review and approval. The report shall include a signed and sealed statement from the tester that certifies all installed wire was successfully sounded and traced with no open breaks. The report shall include all field notes, breaks found/repared, depths, and other applicable field remarks by the tester. The report shall be furnished prior to substantial completion of the project.

END OF SECTION 15072

SECTION 15100

VALVES AND APPURTENANCES

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required and install complete and ready for operation all valves and appurtenances as shown on the Drawings and as specified herein.
- B. The equipment shall include, but not be limited to, the following:
 - 1. Valve boxes
 - 2. Gate valves
 - 3. Check valves
 - 4. Air release valves
- C. The SJCUD's Manual of Water, Wastewater, and Reclaimed Water Standards Manual, latest version will be used for the following items:
 - 1. Valve boxes Section 3.8.7
 - 2. Gate valve Section 3.8.2
 - 3. Check valves Section 3.8.3
 - 4. Air release valves Section 3.8.5

These items must conform to those standards and shall be submitted for review and approval to the ENGINEER under this specification section.
- D. All valves or appurtenances that come into contact with potable water shall be certified as NSF 61 and NSF-372 (NSF 61-G) approved.

1.02 RELATED WORK

- A. Excavation, Backfill, Fill and Grading for pipe is included in Division 2.

1.03 DESCRIPTION OF SYSTEMS

- A. All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of potable water, wastewater, air, etc., depending on the applications.

1.04 QUALIFICATIONS

- A. All of the types of valves and appurtenances shall be products of well-established reputable firms who are fully experienced, reputable and qualified in the manufacture of the particular equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these specifications as applicable.

1.05 SUBMITTALS

- A. Complete shop drawings of all valves and appurtenances shall be submitted to the ENGINEER for approval in accordance with the requirements of Section 01300.

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VALVES AND APPURTENANCES

B. Valve Submittals

1. Valve tag number
2. The manufacturer and supplier
3. The address at which equipment will be fabricated or assembled
4. Drawings showing assembly details, materials of construction and dimensions
5. Descriptive literature, bulletins and/or catalogs of the equipment
6. The total weight of each item
7. A complete bill of materials
8. Additional submittal data, where noted with individual pieces of equipment
9. Actuator mechanical outline and electrical drawings with valve tag information
10. Wiring diagrams, field wiring terminal diagrams, power requirements, and control panel drawings

C. Test Reports

1. Provide certified hydrostatic test data, per manufacturer's standard procedure or MSS-SP-61 for all valves.
2. Each actuator shall be performance tested in accordance with AWWA and other standards. The valve manufacturer shall supply, mount, and test all electric actuators on valves at the factory.

D. Certificates

1. For each valve specified to be manufactured, tested and/or installed in accordance with AWWA and other standards, submit an affidavit of compliance with the appropriate standards, including certified results of required tests and certification of proper installation.

1.06 SPARE PARTS AND TOOLS

- A. Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

1.07 VALVE DESIGNATIONS AND SCHEDULE

- A. All valves shall be identified by a unique valve tag as identified in the valve schedule prepared by the CONTRACTOR. The specific type of valve to be used will be identified by the symbol and/or call out on the Drawings. The CONTRACTOR shall identify each valve by its assigned tag number on all shop drawings and equipment submittals or as designated on the drawings.
- B. The CONTRACTOR shall refer to the P&IDs and mechanical plans for type of each valve called out by abbreviation or drawing symbol. Prior to the first valve submittal, CONTRACTOR shall submit a detailed valve schedule listing all of the process valves to be furnished along with the Contract Drawing and P&IDs edited electronically to include the valve tag numbers prepared by the CONTRACTOR identifying each valve. The valve schedule shall include: valve tag number, valve designation, valve size, end connections, operator type and other information required by SJCUD details for buried valves. The valve tag shall be 4 digits long; numbering shall be linked to

SECTION 15100

VALVES AND APPURTENANCES

the P&ID Sheet on which it is shown. Identical valves in the same position in parallel processes (EX. Pump inlet/outlet isolation valves where there are 3 parallel pumps of same type) shall have same tag number followed by a hyphen and quantifier -1, 2, 3 etc. Where electric, hydraulic or pneumatic actuators are supplied their type shall be so noted with an E, H or P. Modulating duty actuators shall be noted with an M following the actuator type notation. An excerpt of an EXAMPLE schedule is as follows:

Valve Tag	Designation	Size	Ends	Operator	Notes
1000-1	BFV1	8-in	Flanged	Gear/Handwheel	Extra descriptions necessary
1000-2	BFV1	8-in	Flanged	Gear/Handwheel	
1005	PV1	6-in	Flanged	EM	

- C. Valve tags shall comply with requirements of SJCUD Standards Manual.

1.08 WARRANTY

- A. All equipment supplied under this section shall be warranted for a period of one (1) year from substantial completion by the MANUFACTURER.
- B. The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced in the machine(s) and the unit(s) restored to service at no expense to the OWNER.
- C. The MANUFACTURER'S warranty period shall run concurrently with the CONTRACTOR'S warranty period. No exception to this provision shall be allowed.

PART 2 – PRODUCTS

2.01 GENERAL

- A. All valves and appurtenances shall be of the size shown on the Drawings and as far as possible all equipment of the same type shall be from one manufacturer.
- B. All valves and appurtenances shall have the name of the maker and the working pressure for which they are designed cast in raised letters upon some appropriate part of the body.
- C. The valve manufacturer shall supply, mount, and test all actuators on valves at the factory. The valves and their individual actuators shall be shipped as a unit.
- D. Unless otherwise noted on the Drawings, valves shall be manually actuated; non-buried valves shall have an operating wheel, handle or lever mounted on the operator; those with operating nuts shall have a non-rising stem with an AWWA 2-inch nut. At least two tee handles shall be provided for all operating nuts. Unless otherwise noted, operation for all valves shall be CCW open.

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VALVES AND APPURTENANCES

- E. Each operating device shall have cast on it with the word "OPEN" and an arrow indicating the direction of operation.
- F. Buried valves shall have nut operator and valve box arrangement as shown on the Drawings.
- G. The valve manufacturer shall supply, mount, and test all actuators on valves at the factory. The valves and their individual actuators shall be shipped as a unit.
- H. All actuators shall be capable of moving the valve from the full open to full close position and in reverse and holding the valve at any position part way between full open or closed.
- I. For all valves, all exposed hardware including nuts and bolts shall be 316 stainless steel and shall remain unpainted to allow easy removal.

2.02 VALVE BOXES

- A. Valve boxes shall meet the standard specifications as listed in Section 3.8.7 of SJCUD Standards Manual.

2.03 GATE VALVES

- A. Gate valves shall meet the standard specifications as listed in Section 3.8.2 of the SJCUD Standards Manual.

2.04 CHECK VALVE

- A. Check valves shall meet the standard specifications as listed in Section 3.8.3 of the SJCUD Standards Manual.
- B. The in-line check valve shall be 316 stainless steel body as shown on the contract drawings and be WASTOP model (WS 146) or ENGINEER approved equal.

2.05 AIR RELEASE VALVES

- A. Air release valves shall meet the standard specifications as listed in Section 3.8.5 of SJCUD Standards Manual.
- B. Air release valves shall be model D-025L as manufactured by ARI, or ENGINEER approved equal.
- C. The CONTRACTOR shall provide connecting piping, valves, and appurtenances to route ARV drain piping and drain as shown on the Drawings.

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VALVES AND APPURTENANCES

PART 3 – EXECUTION

3.01 INSTALLATION

- A. All valves and appurtenances shall be installed in the locations shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the ENGINEER before they are installed.
- B. After installation, all valves and appurtenances shall be tested at least 2 hours at the working pressure corresponding to the class of pipe, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the ENGINEER.
- C. Install all floor boxes, brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings that are in masonry floors or walls, and install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, the CONTRACTOR shall check all plans and figures which have a direct bearing on their location and he shall be responsible for the proper location of these valves and appurtenances during the construction of the structures.
- D. Pipe for use with flanged couplings shall have plain ends as specified in the respective pipe sections in Division 15.
- E. Fire and yard hydrants shall be set at the locations designated by the ENGINEER and bedded on a firm foundation. Each hydrant shall be set in true vertical alignment and properly braced. Concrete thrust blocks shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench. Minimum bearing area shall be as shown on the Drawings. Felt roofing paper shall be placed around hydrant elbow before placing concrete. If directed, the hydrant shall be tied to the pipe with suitable rods or clamps, galvanized, painted, or otherwise rustproof treated. Concrete used for backing shall be no leaner than 1 part cement, 2-1/2 parts sand, and 5-1/2 parts stone. Hydrant paint shall be touched up as required after installation.
- F. Flanged joints shall be made with stainless steel bolts, nuts and washers. Mechanical joints shall be made with mild corrosion resistant alloy steel bolts and nuts. All exposed bolts shall be painted the same color as the pipe. All buried bolts and nuts shall be heavily coated with two (2) coats of bituminous paint comparable to Inertol No. 66 Special Heavy.
- G. Prior to assembly of split couplings, the grooves as well as other parts shall be thoroughly cleaned. The ends of the pipes and outside of the gaskets shall be moderately coated with petroleum jelly, cup grease, soft soap or graphite paste, and the gasket shall be slipped over one pipe end. After the other pipe has been brought to the correct position, the gasket shall be centered properly over the pipe ends with the lips against the pipes. The housing sections then shall be placed. After the bolts have been inserted, the nuts shall be tightened until the housing sections are firmly in contact, metal-to-metal, without excessive bolt tension.

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VALVES AND APPURTENANCES

- H. Prior to the installation of sleeve-type couplings, the pipe ends shall be clean thoroughly for a distance of 8 inches. Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6 inches from the end, and the middle ring shall be placed on the already laid pipe end until it is properly centered over the joint. The other pipe end shall be inserted into the middle ring and brought to proper position in relation to the pipe already laid. The gaskets and followers shall then be pressed evenly and firmly into the middle ring flares. After the bolts have been inserted and all nuts have been made up finger tight, diametrically opposite nuts shall be progressively and uniformly tightened all around the joint, preferably by use of a torque wrench of the appropriate size and torque for the bolts.
- I. Valve boxes with concrete bases shall be installed as shown on the Drawings. Mechanical joints shall be made in the standard manner. Valve stems shall be vertical in all cases. Place cast iron box over each stem with base bearing on compacted fill and top flush with final grade. Boxes shall have sufficient bracing to maintain alignment during backfilling. Knobs on cover shall be parallel to pipe. Remove any sand or undesirable fill from valve box.

3.02 SHOP PAINTING

- A. Ferrous surfaces of valves and appurtenances shall receive an exterior coating of rust-inhibitive primer as specified in Section 09900. Interior coatings shall be the manufacturer's standard except that valves on raw and potable water pipes shall be coated with paints approved by both EPA and AWWA NSF 61 approved for potable water service. All pipe connection openings shall be capped after shop painting to prevent the entry of foreign matter prior to installation.

3.03 FIELD PAINTING

- A. All metal valves and appurtenances specified herein and exposed to view will be painted as part of the work in Section 09900. All exposed pipe joints on pipe, valves and fittings shall be caulked 360 degrees prior to painting.

3.04 INSPECTION AND TESTING

- A. Completed pipe and valves shall be subjected to hydrostatic pressure test for 2 hours at 150 psi. All leaks shall be repaired and lines retested as approved by the ENGINEER. Prior to testing, the gravity pipelines shall be supported in an approved manner to prevent movement during tests.

END OF SECTION 15100



ADDENDUM #1

July 28, 2026

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must complete and submit Attachment "O", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Revisions/Clarifications:

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

1. **Exhibit C – Geotechnical Engineering Report** has been uploaded to www.DemandStar.com as an attachment to this Addendum.

Geotechnical information is available from borings performed at the North Beach Water Treatment Plant in January 2025. A total of five (5) borings were completed in the vicinity of the proposed project. The boring logs generally indicate sandy soils extending to approximately 47 feet below ground surface, underlain by clay from approximately 47 to 50 feet.

The geotechnical report and boring logs are being provided for reference only. While the borings were not performed along the proposed pipeline alignment, the Contractor may reasonably anticipate similar subsurface conditions due to the relatively uniform nature of the surrounding marine environment. However, it remains the Contractor's responsibility to verify subsurface conditions as necessary for construction means and methods.

Questions/Answers:

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

1. Are there Geotech reports available for this project?
Answer: See Revisions/Clarifications #1 above.
2. Would you please let us know if the Engineer's Estimate or estimated construction cost for **IFB No. 3005 – North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction** is available for release prior to bid opening? If not, we completely understand
Answer: Estimated Budget is \$2,000,000.00.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, AUGUST 26, 2026 AT 2:00 PM (EDST)

END OF ADDENDUM NO. 1



ECS Florida, LLC

Geotechnical Engineering Report

North Beach WTP

415 Nineteenth Street
St. Augustine, Florida

ECS Project Number 35:36314

February 7, 2025





ECS FLORIDA, LLC

Geotechnical • Construction Materials • Environmental • Facilities

February 7, 2025

Mr. Scott Trigg, P.E.
St. Johns County Utility Department
1205 SR-16
St. Augustine, Florida 32084

ECS Project No. 35:36314

Reference: Geotechnical Engineering Report
North Beach WTP Expansion
415 Nineteenth Street
St. Augustin, Florida

Dear Mr. Trigg:

ECS Florida, LLC. (ECS) has completed the subsurface exploration, visual classification, and geotechnical engineering analyses for the above-referenced project. Our services were performed in general accordance with our agreed to scope of work. This report presents our understanding of the geotechnical aspects of the project along with the results of the field exploration and visual classification conducted, and our design and construction recommendations.

It has been our pleasure to be of service to St. Johns County Utility Department during the design phase of this project. We would appreciate the opportunity to remain involved during the continuation of the design phase, and we would like to provide our services during construction phase operations as well to verify the assumptions of subsurface conditions made for this report. Should you have any questions concerning the information contained in this report, or if we can be of further assistance to you, please contact us.

Respectfully submitted,
ECS Florida, LLC.

Nathan D. Hildreth, E.I.
Geotechnical Project Manager
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Jared Pitts, P.E.
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This item has been digitally signed and sealed by
Jared Pitts on the date indicated here.

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

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11554 DAVIS CREEK COURT, JACKSONVILLE, FL 32256 • T: 904-880-0960

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"ONE FIRM, ONE MISSION"

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APPENDICES

Appendix A – Drawings & Reports

- Figure 1 - Site Location Diagram
- Figure 2 - Field Exploration Diagram
- Figure 3 - Generalized Subsurface Profiles

Appendix B – Field Operations

- Reference Notes for Boring Logs
- Subsurface Exploration Procedure: Standard Penetration Testing (SPT)
- Boring Logs

EXECUTIVE SUMMARY

This Executive Summary is intended as a very brief overview of the primary geotechnical conditions that are expected to affect design and construction. Information gleaned from the Executive Summary should not be utilized in lieu of reading the entire geotechnical report.

- We understand that the project will consist of an expansion to the existing water treatment facility. The expansion will include the construction of a new 200,000-gallon reclaimed water ground storage tank.
- Based on the results of our exploration, we consider the subsurface conditions at the site adaptable for support of the proposed tank on a properly designed mat and conventional shallow foundation system with a maximum allowable bearing pressure of 2,500 psf. However, we expect that the 200,000-gallon tank, once filled, could experience total settlement on the order of 2 inches.
- The borings encountered groundwater at an approximate depth of 2 ½ feet to 3 ¼ feet below the existing ground surface at the time of our exploration. Because of the need for densification of the soils within the upper 2 feet below the stripped surface, temporary groundwater control measures may be required if the groundwater level is within 2 feet below the stripped and grubbed surface at the time of construction.
- We recommend that ECS be provided the opportunity to review the foundation plans and earthwork specifications to verify that our recommendations have been properly interpreted and implemented. ECS should also be retained to perform the construction materials testing and observations required for this project, to verify that our recommendations have been implemented.

1.0 INTRODUCTION

The purpose of this study was to provide geotechnical information for the design of foundations for the proposed water treatment facility expansion. The project will include the construction of a 200,000-gallon reclaimed water ground storage tank. The recommendations developed for this report are based on project information supplied by you.

Our services were provided in accordance with our Proposal No. 35:22954, dated November 13, 2024, as authorized by Leigh A. Daniels on November 18, 2024, under Contract Task Order No: 10.

This report contains the procedures and results of our subsurface exploration and visual classification programs, review of existing site conditions, engineering analyses, and recommendations for the design and construction of the project.

The report includes the following items:

- A brief review and description of our field testing and visual classification procedures and the results of testing conducted.
- A review of surface topographical features and site conditions.
- A review of subsurface soil stratigraphy with pertinent available physical properties.
- Final copies of our soil boring logs.
- Recommendations for foundation design.
- Evaluation and recommendations relative to groundwater control.
- Recommendations for site preparation and construction of compacted fills.

2.0 PROJECT INFORMATION

2.1 PROJECT LOCATION/CURRENT SITE USE

The project site is located at 415 Nineteenth Street in St. Augustine, Florida. The project site is bordered to the north by Nineteenth Street, to the east by single-family residences, to the south by Twentieth Street, and to the west by Myrtle Street. The general site location is shown on Figure 1 in Appendix A and Figure 2.1.1 following.

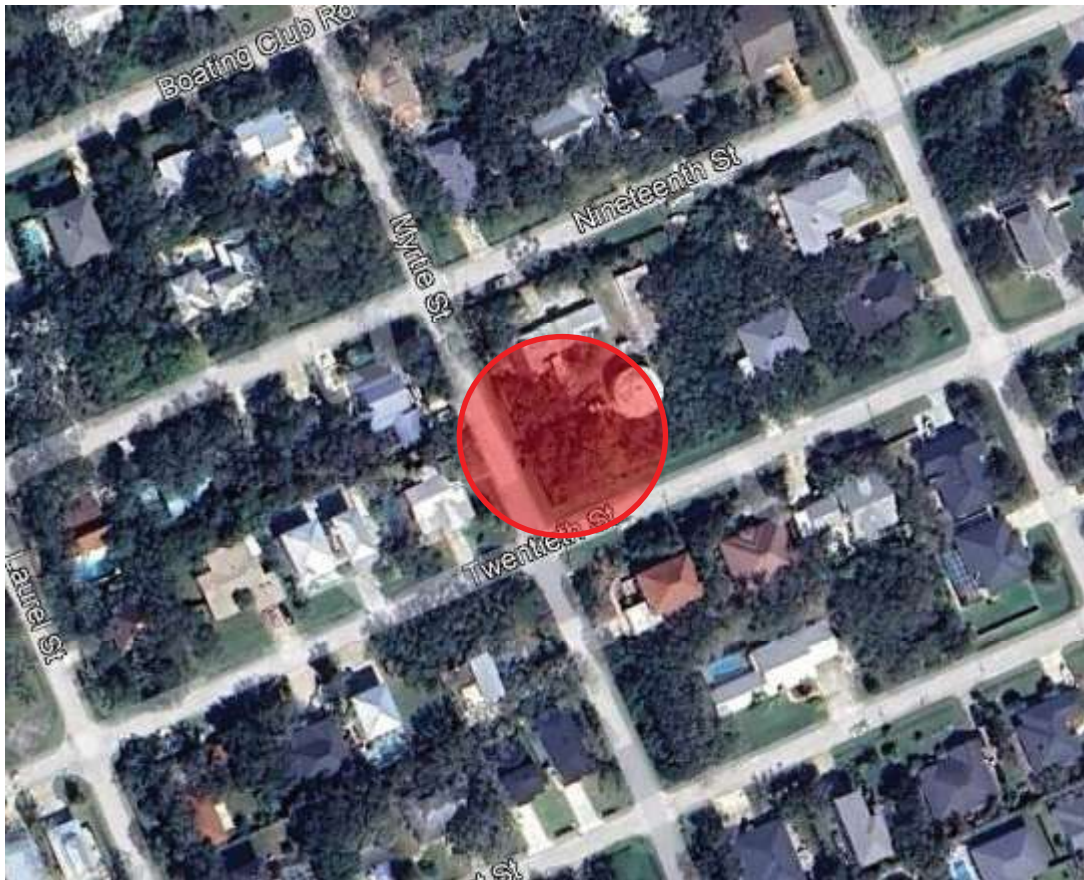


Figure 2.1.1. Site Location

At the time of our exploration, the site was undeveloped, with surface cover consisting of grass, brush, and trees. Based on the site survey provided to our office, we understand that the site generally slopes downward towards the south. Surface water was not observed near planned structural areas at the time of our exploration.

2.2 PROPOSED CONSTRUCTION

The following information explains our understanding of the planned development including proposed structures and related infrastructure.

SUBJECT	DESIGN INFORMATION / UNDERSTANDINGS
Anticipated Tank Diameter	Approximately 50 feet in plan view
Anticipated Tank Height	Approximately 14 feet
Usage	WRF Ground Storage
Storage Capacity	200,000 Gallons

SUBJECT	DESIGN INFORMATION / UNDERSTANDINGS
Anticipated Mat Foundation Bearing Pressure	850 psf

If actual project information varies from these conditions, then the recommendations in this report may need to be re-evaluated. We should be contacted if any of the above project information is incorrect so that we may reevaluate our recommendations.

3.0 FIELD EXPLORATION AND VISUAL CLASSIFICATION

Our exploration procedures are explained in greater detail in Appendix B including the insert titled Subsurface Exploration Procedures. Our scope of work included drilling five Standard Penetration Test (SPT) borings. Our borings were located with a handheld GPS unit and their approximate locations are shown on the Field Exploration Diagram (Figure 2) in Appendix A.

3.1 SUBSURFACE CHARACTERIZATION

The subsurface conditions encountered were generally consistent with published geological mapping. The following sections provide generalized characterizations of the soil strata. Please refer to the boring logs in Appendix B.

Typical Depth (ft)		Stratum	Description
From	To		
Existing Ground Surface	0.5	n/a	Topsoil
0.5	27	I	Very Loose to Very Dense Fine SAND (SP), Trace Shell, Moist to Wet
27	32	II	Medium Dense SHELL With Sand or Very Soft CLAY With Shell, Wet
32	47	IV	Dense to Very Dense Fine SAND (SP) and Fine SAND With Silt (SP-SM), Wet
47	52	V	Soft to Firm CLAY (CH), Wet
52	72	VI	Loose to Medium Dense Fine SAND (SP), Silty Fine SAND (SM), and Clayey Fine SAND (SC), Wet
72	82	VII	Firm to Soft CLAY (CH), Wet
82	87	VIII	Loose Clayey Fine SAND (SC), Wet
87	92	IX	Stiff SILT (MH), Wet
92	97	X	Very Dense Medium SAND (SP), Wet

Typical Depth (ft)		Stratum	Description
From	To		
97	100	XI	Very Stiff CLAY (CH), Wet

A graphical presentation of the subsurface conditions is shown on the Generalized Subsurface Profiles included in Appendix A.

3.2 GROUNDWATER OBSERVATIONS

3.2.1 Encountered Groundwater

Water levels were measured during our field exploration and are presented in our boring logs in Appendix B. Groundwater depths were measured at approximately 2 ½ feet to 3 ¼ feet below the ground surface at the time of drilling. Variations in the long-term water table may occur as a result of changes in precipitation, evaporation, surface water runoff, construction activities, and other factors.

3.2.2 Estimated Seasonal High Groundwater

The normal seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

Based on our interpretation of the site conditions, including the boring logs and Web Soil Survey, we estimate the normal seasonal high groundwater level at the boring locations to be approximately at the depth shown on the Generalized Subsurface Profiles. It is possible that groundwater levels may exceed the estimated normal seasonal high groundwater level as a result of significant or prolonged rains.

3.3 VISUAL CLASSIFICATION

Each sample was visually classified on the basis of texture and plasticity in accordance with ASTM D2488 Standard Practice for Description and Identification of Soils (Visual-Manual Procedures) and including USCS classification symbols. After classification, the samples were grouped in the major zones noted on the boring logs in Appendix B. The group symbols for each soil type are indicated in parentheses along with the soil descriptions. The stratification lines between strata on the logs are approximate; in situ, the transitions may be gradual.

4.0 DESIGN RECOMMENDATIONS

4.1 GROUND STORAGE TANK RECOMMENDATIONS

The finished floor elevation of the ground storage tank was not known at the time of this report preparation. However, based on the results of our exploration we anticipate that most of the soils at the foundation bearing elevation are generally anticipated to be suitable for support of the proposed structure, after preparation in accordance with Section 5.0 of this report. The bearing level soils, after compaction, should exhibit densities equivalent to at least 95 percent of the modified Proctor maximum dry density (ASTM D 1557) to a depth of at least one foot below foundation bearing levels.

For design purposes, we recommend that the groundwater table be assumed to be at the ground surface.

4.1.1 Bearing Pressure

The maximum allowable net soil bearing pressure for use in ring shallow foundation design should not exceed 2,500 psf. Net bearing pressure is defined as the soil bearing pressure at the foundation bearing level in excess of the natural overburden pressure at that level. The foundations should be designed based on the maximum load that could be imposed by all loading conditions. A modulus of subgrade of 150 pci may be used for the concrete mat foundation design. Based on the provided tank volume and diameter, we estimate that the floor load will be approximately 850 psf.

The ring wall foundations should have a minimum width of 18 inches and bear at a depth of at least 18 inches below the exterior final grades to provide confinement to the bearing level soils. It is recommended that stormwater be diverted away from the tank exterior to reduce the possibility of erosion beneath the footings.

4.1.2 Settlement Estimates

Based on the results of the field exploration for the 200,000-gallon ground storage tank, the anticipated loading conditions, and the field data that we have correlated to the estimated geotechnical strength and compressibility characteristics of the subsurface soils, we estimate that total settlements to be as follows:

Estimated Initial Settlement* (inches)	Estimated Consolidation Settlement** (in)	Estimated Differential Settlement*** (in)
1.0	1.0	0.75

* Settlement as the tank is filled.

** Settlement from consolidation of the clay soils will take place over several months.

*** Settlement differential from center of tank to perimeter

Our settlement estimates show that approximately 50 percent of the total settlement occurs within the very soft clay (CH) strata between approximate depths of 27 feet and 32 feet below the ground surface after the tank has been filled. If the total or differential settlement of the tanks is found to be excessive for structural integrity or functionality, then we recommend ECS be contacted to provide additional recommendations.

5.0 SITE CONSTRUCTION RECOMMENDATIONS

5.1 SUBGRADE PREPARATION

5.1.1 Stripping and Grubbing

Prior to construction, the location of existing underground utilities within the construction area should be established. Provisions should then be made to relocate interfering utilities to appropriate locations. Underground pipes that are not properly removed or plugged may serve as conduits for subsurface erosion, which may subsequently lead to excessive settlement of overlying structures.

The "footprint" of the proposed structures plus a minimum additional horizontal margin of 5 feet, and of the hardscape areas (parking/driveway) plus a minimum additional horizontal margin of 3 feet, should be stripped of all surface vegetation, stumps, debris, organic topsoil, or other deleterious materials. During grubbing operations, roots with a diameter greater than 0.5-inch, stumps, or small roots in a concentrated state, should be grubbed and completely removed.

Based on the results of our field exploration, it should be anticipated that 6 inches or less of topsoil or soils containing significant amounts of organic materials may be encountered across the site. The actual depths of unsuitable soils and materials should be determined by ECS using visual observation and judgment during earthwork operations. Any topsoil removed from the structures and parking/drive areas can be stockpiled and used subsequently in non-structural areas.

5.1.2 Temporary Groundwater Control

Because of the need for densification of the soils within the upper 2 feet below the stripped surface, temporary groundwater control measures may be required if the groundwater level is within 2 feet below the stripped and grubbed surface at the time of construction. **Should groundwater control measures become necessary, dewatering methods should be determined by the contractor.** We recommend the groundwater control measures, if necessary; remain in place until compaction of the existing soils is completed. The dewatering method should be maintained until backfilling has reached a height of 2 feet above the groundwater level at the time of construction. The site should be graded to direct surface water runoff from the construction area.

5.1.3 Subgrade Compaction

Subgrade Compaction: After completing the clearing and stripping operations and installing the temporary groundwater control measures (if required), the exposed surface should be compacted with a vibratory drum roller having a minimum static, at-drum weight, on the order of 4 tons to 6 tons. Typically, the material should exhibit moisture contents within ± 2 percentage points of the modified Proctor optimum moisture content (ASTM D 1557) during the compaction operations. Compaction should continue until densities of at least 95 percent of the modified Proctor maximum dry density (ASTM D 1557) have been achieved within the upper one foot of the compacted natural soils at the site.

Should the bearing level soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated, and (1) the disturbed soils should be

removed and backfilled with compacted engineered fill, or (2) the excess moisture content within the disturbed soils should be allowed to dissipate before recompacting.

Care should be exercised to avoid damaging any nearby structures while the compaction operation is underway. Prior to commencing compaction, occupants of adjacent structures should be notified, and the existing conditions of the structures should be documented with photographs and survey (if deemed necessary). Compaction should cease if deemed detrimental to adjacent structures, and ECS should be contacted immediately. We recommend the vibratory roller remain a minimum of 50 feet from existing structures. Within this zone, use of a track-mounted bulldozer, or a vibratory roller operating in the static mode, is recommended.

5.2 EARTHWORK OPERATIONS

5.2.1 Engineered Backfill and Fill Soils

Engineered fill is defined as a non-plastic, inorganic, granular soil having less than 15 percent material passing the No. 200 mesh sieve and containing less than 4 percent organic material. In landscape and lot areas, we recommend the upper 1 foot of material be engineered fill with less than 10 percent material passing the No. 200 mesh sieve to facilitate drainage. The fine sand and fine sand with silt or fine sand with clay, without roots, as encountered in the borings, are generally suitable as fill materials and, with proper moisture control, should densify using conventional compaction methods. Soils with more than 10 to 12 percent passing the No. 200 sieve will be more difficult to compact, due to their nature to retain soil moisture, and may require drying.

Engineered Fill Compaction Requirements: Materials satisfactory for use as engineered fill should consist of soils with the following compaction requirements.

ENGINEERED FILL COMPACTION REQUIREMENTS	
Subject	Requirement
Compaction Standard	Modified Proctor, ASTM D1557
Required Compaction	95% of Max. Dry Density (general engineered fill) 98% of Max. Dry Density (upper one foot below the proposed pavement base course)
Loose Thickness prior to compaction	12 inches if vibratory drum roller compaction equipment is used 8 inches if vibratory drum roller is used in static mode 8 inches if track-mounted compaction equipment is used 6 inches if hand-held compaction equipment is used

Fill materials should not be placed on excessively wet soils. Excessively wet soils should be moisture conditioned, which may include scarifying and aerating. Proper drainage should be maintained during the earthwork phases of construction in an attempt to prevent ponding of water which has a tendency to degrade subgrade soils. The contractor should minimize dusting or implement dust control measures, as required.

We recommend that the grading contractor have equipment on site during earthwork for both drying and wetting fill soils. Moisture control may be difficult during extended periods of rain. The control of moisture content of soils containing more than 10% fines may be difficult when these soils become wet. Further, such soils are easily degraded by construction traffic when the moisture content is elevated.

5.2.2 Foundation Areas

After satisfactory placement and compaction of the required engineered fill, the foundation areas may be excavated to the planned bearing levels. The foundation bearing level soils, after compaction, should exhibit densities equivalent to at least 95 percent of the modified Proctor maximum dry density (ASTM D 1557) to a depth of one foot below the bearing level. For confined areas, such as the footing excavations, any compactive effort should be provided by a lightweight vibratory sled or roller having a total weight on the order of 500 to 2,000 pounds.

5.3 GENERAL CONSTRUCTION CONSIDERATIONS

Moisture Conditioning: We anticipate that typical moisture conditioning for soils in this area should be anticipated. The sandy surface soils may require wetting during dry periods or periods of high heat. Drying of soils containing more than 10% fines or excavated from below the water table may be required to be within ± 2 percentage points of the modified Proctor optimum moisture content (ASTM D 1557).

Subgrade Protection: Measures should also be taken to limit site disturbance, especially from rubber-tired heavy construction equipment, and to control and remove surface water from development areas, including structural and pavement areas. It would be advisable to designate a haul road and construction staging area to limit the areas of disturbance and to prevent construction traffic from excessively degrading sensitive subgrade soils and existing pavement areas. Haul roads and construction staging areas could be covered with excess depths of aggregate to protect those subgrades. The aggregate can later be removed and can likely be used in pavement areas.

Surface Drainage: Surface drainage conditions should be properly maintained. Surface water should be directed away from the construction area, and the work area should be sloped away from the construction area at a gradient of at least 1 percent or greater to reduce the potential of ponding water and the subsequent saturation of the surface soils. At the end of each work day, the subgrade soils should be sealed by rolling the surface with a smooth drum roller to limit infiltration of surface water.

Excavation Safety: All excavations and slopes should be made and maintained in accordance with OSHA excavation safety standards. The contractor is solely responsible for designing and constructing stable, temporary excavations and slopes and should shore, slope, or bench the sides of the excavations and slopes as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. ECS is providing this information solely as a service to our client. ECS is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

Erosion Control: The surface soils may be erodible. Therefore, the Contractor should provide and maintain good site drainage during earthwork operations to maintain the integrity of the surface soils. All erosion and sedimentation controls should be in accordance with sound engineering practices and local requirements.

6.0 CLOSING

Our geotechnical exploration has been performed, our findings presented, and our recommendations prepared, in accordance with generally accepted geotechnical engineering principles and practices. ECS is not responsible for any independent conclusions, interpretation, opinions, or recommendations made by others based on the data contained in this report.

Our scope of services was intended to evaluate the soil conditions within the zone of soil influenced by the foundation system. Our scope of services does not address geologic conditions, such as sinkholes or soil conditions existing below the depth of the soil borings.

If any of the project description information discussed in this report is inaccurate, either due to our interpretation of the documents provided or site or design changes that may occur later, ECS should be contacted immediately in order that we can review the report in light of the changes and provide additional or alternate recommendations as may be required to reflect the proposed construction.

We recommend that ECS be retained to review the project's plans and specifications pertaining to our work so that we may ascertain consistency of those plans/specifications with the intent of the geotechnical report.

Field observations, monitoring, and quality assurance testing during earthwork and foundation installation are an extension of and integral to the geotechnical design recommendation. We recommend that the owner retain these quality assurance services and that ECS be retained to continue our involvement throughout these critical phases of construction to provide general consultation as issues arise.

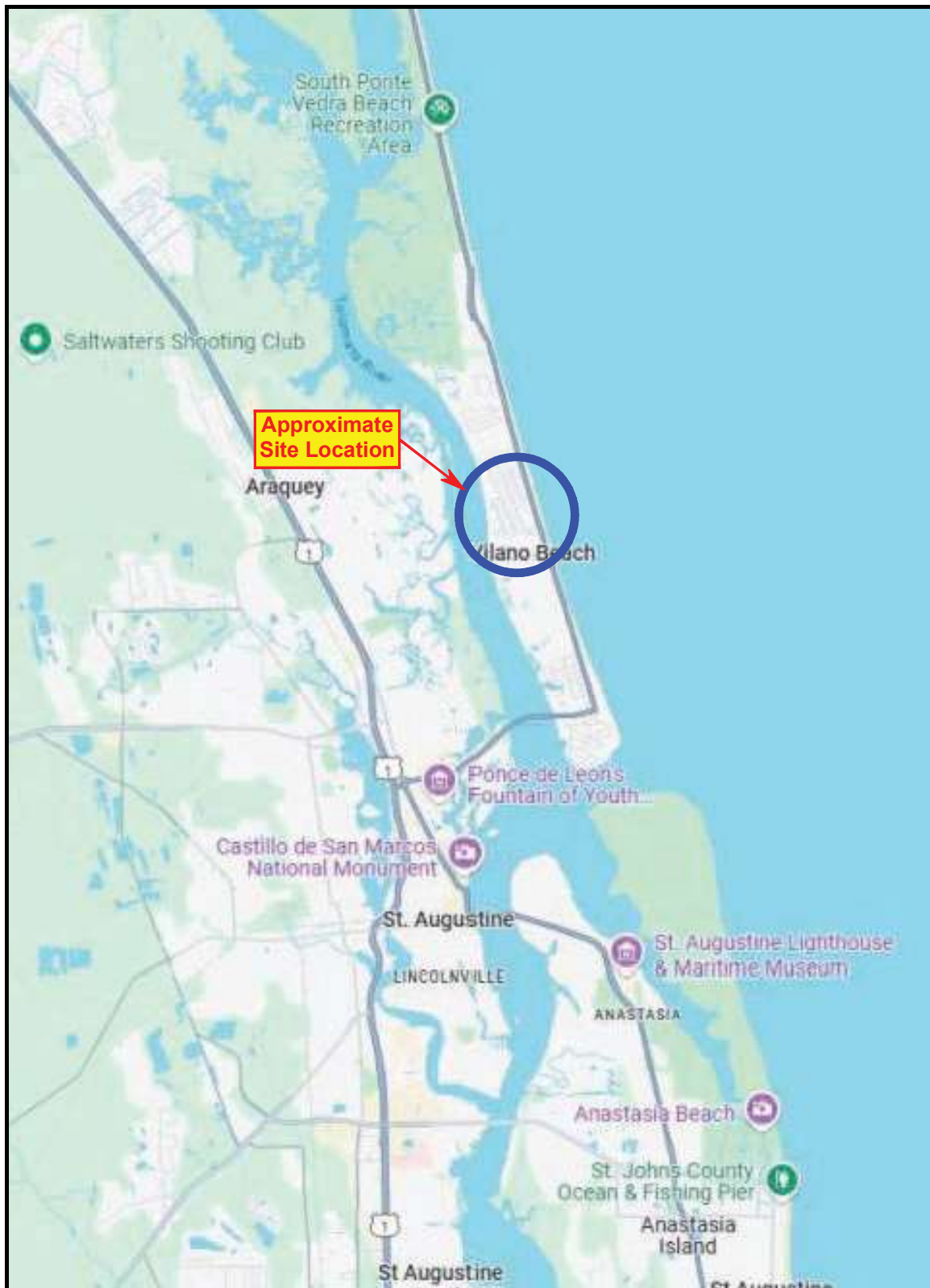
ECS is not responsible for the conclusions, opinions, or recommendations of others based on the data in this report.

Appendix A - Drawings and Reports

Site Location Diagram

Exploration Location Diagram(s)

Subsurface Cross-Section(s)



ECS Florida, LLC

Geotechnical ■ Construction Materials ■ Environmental ■ Facilities
 11554 Davis Creek Court, Jacksonville, FL 32256
 T: (904) 880-0960 • F: (904) 880-0970
www.ecslimited.com

Site Location Diagram
North Beach WTP Expansion
 St. Augustine, Florida

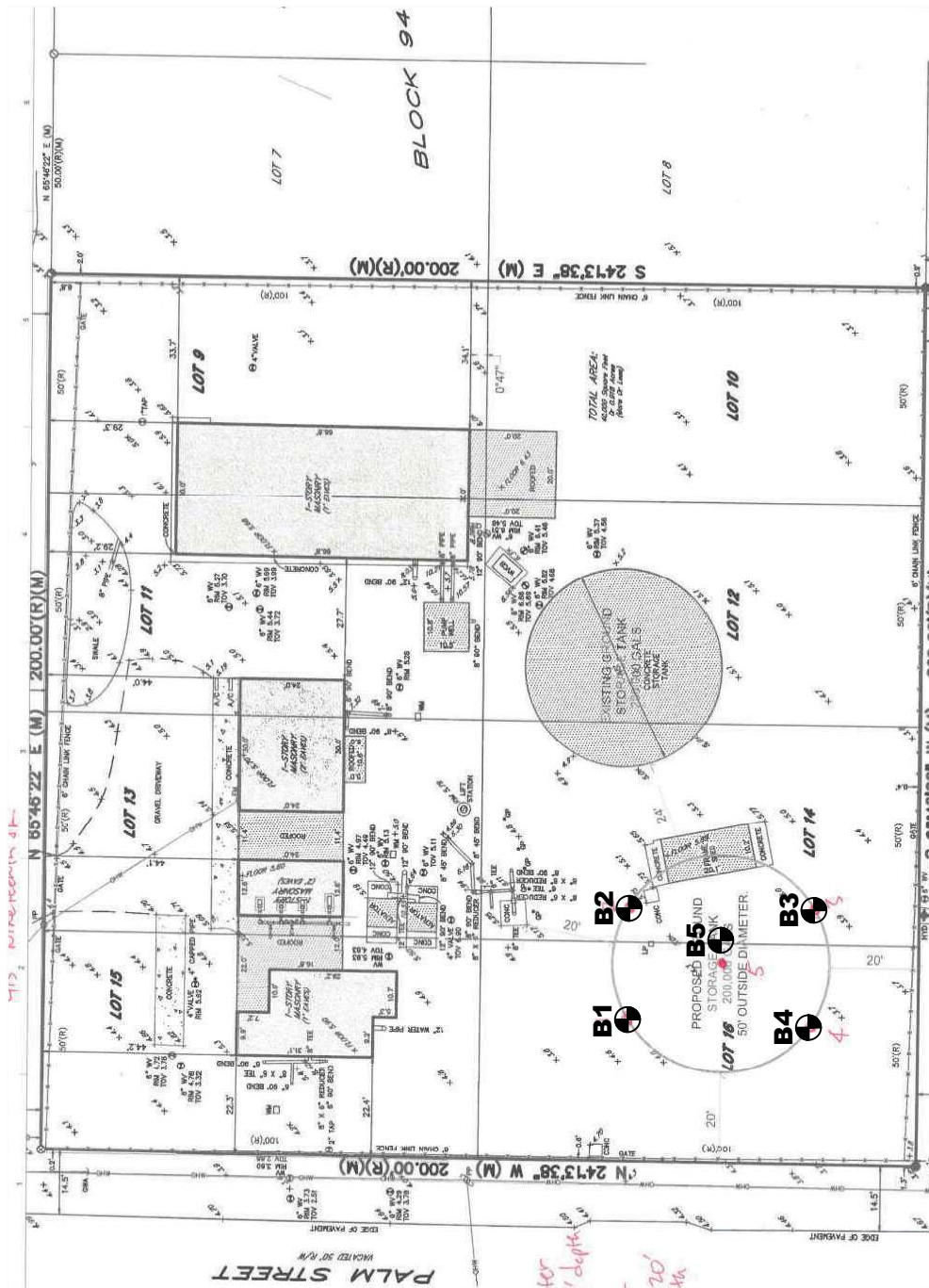
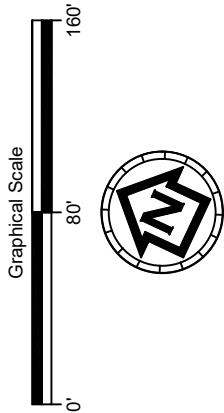


Date: 01/21/25

Project No.: 35-36314

Figure 1

JAS - 35-36314



LEGEND

Approximate Location of Standard Penetration Test (SPT) Boring



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Field Exploration Diagram

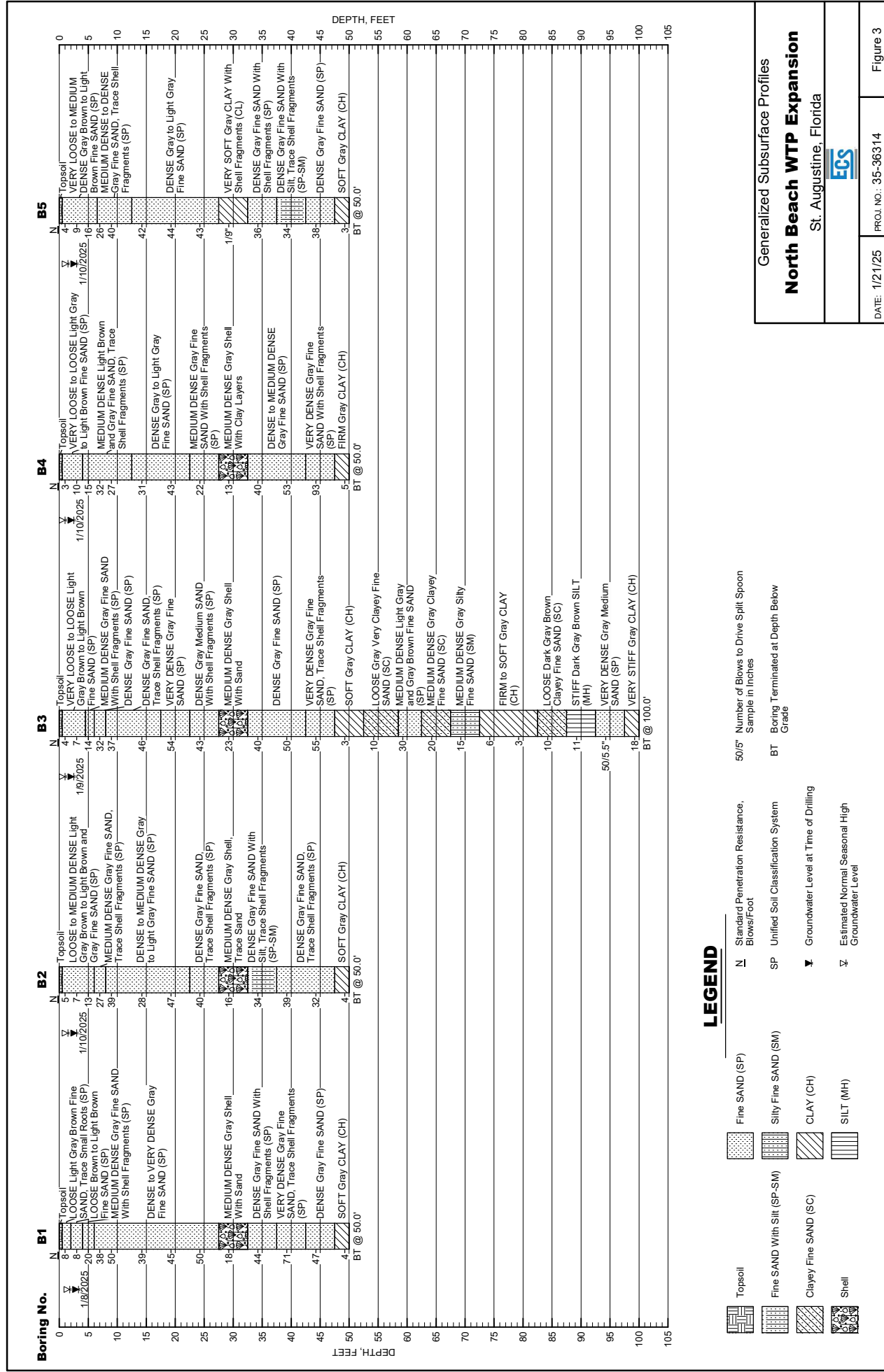
North Beach WTP Expansion

St. Augustine, Florida

Date: 01/21/25

Project No.: 35-36314

Figure 2



Appendix B – Field Operations

Reference Notes

Exploration Procedures

Boring Logs



REFERENCE NOTES FOR BORING LOGS

MATERIAL^{1,2}

	ASPHALT
	CONCRETE
	GRAVEL
	TOPSOIL
	VOID
	BRICK
	AGGREGATE BASE COURSE
	GW WELL-GRADED GRAVEL gravel-sand mixtures, little or no fines
	GP POORLY-GRADED GRAVEL gravel-sand mixtures, little or no fines
	GM SILTY GRAVEL gravel-sand-silt mixtures
	GC CLAYEY GRAVEL gravel-sand-clay mixtures
	SW WELL-GRADED SAND gravelly sand, little or no fines
	SP POORLY-GRADED SAND gravelly sand, little or no fines
	SM SILTY SAND sand-silt mixtures
	SC CLAYEY SAND sand-clay mixtures
	ML SILT non-plastic to medium plasticity
	MH ELASTIC SILT high plasticity
	CL LEAN CLAY low to medium plasticity
	CH FAT CLAY high plasticity
	OL ORGANIC SILT or CLAY non-plastic to low plasticity
	OH ORGANIC SILT or CLAY high plasticity
	PT PEAT highly organic soils

DRILLING SAMPLING SYMBOLS & ABBREVIATIONS

SS	Split Spoon Sampler	PM	Pressuremeter Test
ST	Shelby Tube Sampler	RD	Rock Bit Drilling
WS	Wash Sample	RC	Rock Core, NX, BX, AX
BS	Bulk Sample of Cuttings	REC	Rock Sample Recovery %
PA	Power Auger (no sample)	RQD	Rock Quality Designation %
HSA	Hollow Stem Auger		

PARTICLE SIZE IDENTIFICATION

DESIGNATION	PARTICLE SIZES
Boulders	12 inches (300 mm) or larger
Cobbles	3 inches to 12 inches (75 mm to 300 mm)
Gravel: Coarse	¾ inch to 3 inches (19 mm to 75 mm)
Fine	4.75 mm to 19 mm (No. 4 sieve to ¾ inch)
Sand: Coarse	2.00 mm to 4.75 mm (No. 10 to No. 4 sieve)
Medium	0.425 mm to 2.00 mm (No. 40 to No. 10 sieve)
Fine	0.074 mm to 0.425 mm (No. 200 to No. 40 sieve)
Silt & Clay ("Fines")	<0.074 mm (smaller than a No. 200 sieve)

COHESIVE SILTS & CLAYS

UNCONFINED COMPRESSIVE STRENGTH, QP ⁴	SPT ⁵ (BPF)	CONSISTENCY ⁷ (COHESIVE)
<0.25	<2	Very Soft
0.25 - <0.50	2 - 4	Soft
0.50 - <1.00	5 - 8	Firm
1.00 - <2.00	9 - 15	Stiff
2.00 - <4.00	16 - 30	Very Stiff
4.00 - 8.00	31 - 50	Hard
>8.00	>50	Very Hard

RELATIVE AMOUNT ⁷	COARSE GRAINED (%) ⁸	FINE GRAINED (%) ⁸
Trace	≤5	≤5
With	10 - 20	10 - 25
Adjective (ex: "Silty")	25 - 45	30 - 45

GRAVELS, SANDS & NON-COHESIVE SILTS

SPT ⁵	DENSITY
<5	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
>50	Very Dense

WATER LEVELS⁶

	WL (First Encountered)
	WL (Completion)
	WL (Seasonal High Water)
	WL (Stabilized)

FILL AND ROCK

FILL	POSSIBLE FILL	PROBABLE FILL	ROCK

¹Classifications and symbols per ASTM D 2488-17 (Visual-Manual Procedure) unless noted otherwise.

²To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

³Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].

⁴Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).

⁵Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf). SPT correlations per 7.4.2 Method B and need to be corrected if using an auto hammer.

⁶The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

⁷Minor deviation from ASTM D 2488-17 Note 14.

⁸Percentages are estimated to the nearest 5% per ASTM D 2488-17.



SUBSURFACE EXPLORATION PROCEDURE: STANDARD PENETRATION TESTING (SPT) ASTM D 1586 Split-Barrel Sampling

Standard Penetration Testing, or **SPT**, is the most frequently used subsurface exploration test performed worldwide. This test provides samples for identification purposes, as well as a measure of penetration resistance, or N-value. The N-Value, or blow counts, when corrected and correlated, can approximate engineering properties of soils used for geotechnical design and engineering purposes.

SPT Procedure:

- Involves driving a hollow tube (split-spoon) into the ground by dropping a 140-lb hammer a height of 30-inches at desired depth
- Recording the number of hammer blows required to drive split-spoon a distance of 18-24 inches (in 3 or 4 Increments of 6 inches each)
- Auger is advanced* and an additional SPT is performed
- One SPT typically performed for every two to five feet. An approximate 1.5 inch diameter soil sample is recovered.



**Drilling Methods May Vary—* The predominant drilling methods used for SPT are open hole fluid rotary drilling and hollow-stem auger drilling.



LOG OF BORING

Project No.: 35-36314
Boring No.: B1
Sheet 2 of 2

Project: North Beach WTP Expansion Client: St. Johns County BOCC
Boring Location: See Field Exploration Plan Drill Rig: 101A Driller: M. Foster
Groundwater Depth: 3.3 ft Time: Drilling Date: 1/8/25 Drill Rod: AWJ Drill Mud: Auto
Casing Size: Length of Casing:
Boring Begun: 1/8/25 Boring Completed: 1/8/25

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)	
											Undisturbed Sample	Disturbed Sample
9	25		DENSE to VERY DENSE Gray Fine SAND (SP) (Continued)									
	30		MEDIUM DENSE Gray Shell With Sand	6 9 9	18							
	35		DENSE Gray Fine SAND With Shell Fragments (SP)	20 21 23	44							
11	40		VERY DENSE Gray Fine SAND, Trace Shell Fragments (SP)	20 32 39	71							
	45		DENSE Gray Fine SAND (SP)	17 22 25	47							
13	50		SOFT Gray CLAY (CH)	1 2 2	4							

Boring Terminated @ 50 ft.

Remarks

LOG OF BORING



LOG OF BORING

Project No.: 35-36314
Boring No.: B2
Sheet 2 of 2

Project: North Beach WTP Expansion Client: St. Johns County BOCC
Boring Location: See Field Exploration Plan Drill Rig: 101A Driller: M. Foster
Groundwater Depth: 3 ft Time: Drilling Date: 1/10/25 Drill Rod: AWJ Drill Mud: Auto
Casing Size: Length of Casing:
Boring Begun: 1/10/25 Boring Completed: 1/10/25

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)	
											UNDISTURBED SAMPLE	DISTURBED SAMPLE
9	25		DENSE Gray Fine SAND, Trace Shell Fragments (SP) (Continued)									
	30		MEDIUM DENSE Gray Shell, Trace Sand	5 6 10	16							
	35		DENSE Gray Fine SAND With Silt, Trace Shell Fragments (SP-SM)	12 16 18	34							
10	40		DENSE Gray Fine SAND, Trace Shell Fragments (SP)	15 18 21	39							
11	45			13 15 17	32							
12	50		SOFT Gray CLAY (CH)	1 2 2	4							

Remarks: Boring Terminated @ 50 ft.

LOG OF BORING

LOG OF BORING

LOG OF BORING



LOG OF BORING

Project No.: 35-36314
Boring No.: B4
Sheet 1 of 2

Project: North Beach WTP Expansion Client: St. Johns County BOCC
Drill Rig: 101A Driller: M. Foster
Boring Location: See Field Exploration Plan Drill Rod: AWJ Drill Mud: Auto
Casing Size: Length of Casing:
Groundwater Depth: 2.5 ft Time: Drilling Date: 1/10/25 Boring Begun: 1/10/25 Boring Completed: 1/10/25

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)
1	0		Topsoil	1							
			VERY LOOSE Light Gray Fine SAND (SP)	1	3						
				2							
2				2							
			LOOSE Light Brown Fine SAND (SP)	2							
				4	10						
3				6							
			MEDIUM DENSE Light Brown and Gray Fine SAND, Trace Shell Fragments (SP)	6							
				6	15						
4				9							
			DENSE to MEDIUM DENSE Gray Fine SAND, Trace Shell Fragments (SP)	12							
				10	32						
5				15							
				17	27						
				20							
6				10							
			DENSE Gray Fine SAND (SP)	12							
				14	31						
7				17							
			DENSE Light Gray Fine SAND (SP)	12							
				20	43						
8				23							
			MEDIUM DENSE Gray Fine SAND With Shell Fragments (SP)	11							
				11	22						
				11							
	25										

Remarks



LOG OF BORING

Project No.: 35-36314
Boring No.: B4
Sheet 2 of 2

Project: North Beach WTP Expansion Client: St. Johns County BOCC
Drill Rig: 101A Driller: M. Foster
Boring Location: See Field Exploration Plan Drill Rod: AWJ Drill Mud: Auto
Casing Size: Length of Casing:
Groundwater Depth: 2.5 ft Time: Drilling Date: 1/10/25 Boring Begun: 1/10/25 Boring Completed: 1/10/25

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)	
											Unconfined Compression	Triaxial Compression
9	25		MEDIUM DENSE Gray Fine SAND With Shell Fragments (SP) (Continued)									
	30		MEDIUM DENSE Gray Shell With Clay Layers	3 5 8	13							
	35		DENSE to MEDIUM DENSE Gray Fine SAND (SP)	17 20 20	40							
11	40			20 25 28	53							
	45		VERY DENSE Gray Fine SAND With Shell Fragments (SP)	30 43 50	93							
13	50		FIRM Gray CLAY (CH)	1 2 3	5							

Boring Terminated @ 50 ft.

Remarks



LOG OF BORING

Project No.: 35-36314
Boring No.: B5
Sheet 1 of 2

Project: North Beach WTP Expansion Client: St. Johns County BOCC
Drill Rig: 101A Driller: M. Foster
Boring Location: See Field Exploration Plan Drill Rod: AWJ Drill Mud: Auto
Casing Size: Length of Casing:
Groundwater Depth: 3 ft Time: Drilling Date: 1/10/25 Boring Begun: 1/10/25 Boring Completed: 1/10/25

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)
1	0		Topsoil	2							
			VERY LOOSE Gray Brown Fine SAND (SP)	2	4						
				2							
				2							
2			LOOSE to MEDIUM DENSE Light Brown Fine SAND (SP)	4	9						
				5							
				5							
				5							
3	5			7	16						
				9							
				12							
				10							
4			MEDIUM DENSE to DENSE Gray Fine SAND, Trace Shell Fragments (SP)	11	26						
				15							
				15							
				17							
5				20	40						
				20							
				20							
				22							
6	10										
			DENSE Gray Fine SAND (SP)	15							
				18	42						
	15			24							
7											
			DENSE Light Gray Fine SAND (SP)	15							
				20	44						
	20			24							
8											
				17							
				20	43						
	25			23							

Remarks



LOG OF BORING

Project No.: 35-36314
Boring No.: B5
Sheet 2 of 2

Project: North Beach WTP Expansion Client: St. Johns County BOCC
Drill Rig: 101A Driller: M. Foster
Boring Location: See Field Exploration Plan Drill Rod: AWJ Drill Mud: Auto
Casing Size: Length of Casing:
Groundwater Depth: 3 ft Time: Drilling Date: 1/10/25 Boring Begun: 1/10/25 Boring Completed: 1/10/25

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)	
											Undisturbed Sample	Disturbed Sample
9	25		DENSE Light Gray Fine SAND (SP) (Continued)									
	30		VERY SOFT Gray CLAY With Shell Fragments (CL)	1/9"	1/9"							
10	35		DENSE Gray Fine SAND With Shell Fragments (SP)	10 15 21	36							
	40		DENSE Gray Fine SAND With Silt, Trace Shell Fragments (SP-SM)	15 16 18	34							
12	45		DENSE Gray Fine SAND (SP)	14 17 21	38							
	50		SOFT Gray CLAY (CH)	1 1 2	3							

Boring Terminated @ 50 ft.

Remarks



ADDENDUM #2

August 6, 2026

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must complete and submit Attachment "O", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Revisions/Clarifications:

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

1. **Exhibit D – Revised Plan Sheet C-3 North Beach Concentrate Pipeline (from Exhibit A – Construction Drawings)** has been uploaded to www.DemandStar.com as an attachment to this Addendum.

The Revised Plan Sheet C-3 North Beach Concentrate Pipeline provides clarification of anticipated temporary construction methods associated with installation of the outfall pipeline in the waterway and dewatering. Only Plan Sheet C-3 has been revised and shall replace the existing C-3 in Exhibit A – Construction Drawings. All other plans sheets in Exhibit A remain unchanged. The revised Plan Sheet C-3 includes the following revisions/clarifications:

- A temporary shoring detail around the pipe installation and excavation area within the waterway;
- A designated shallow-draft barge area for temporary storage of excavated soils;
- The dewatering pump and associated equipment located on the existing headwall, rather than on the barge;
- Temporary dewatering hoses extending from the excavation area to the pump located on the headwall;
- A temporary discharge hose extending approximately 200 feet east from the pump to the existing upland stormwater structure with a sedimentation bag;
- A note clarifying that all dewatering effluent shall be discharged to the existing upland stormwater structure and shall not be discharged directly into the waterway; and
- Permanent signage has been updated on this sheet

These revisions are intended to clarify the anticipated temporary construction approach for bidding purposes only and do not modify the scope of work.



Questions/Answers:

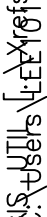
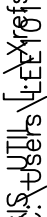
The County provides the following answers to the questions submitted below:

1. The minimum qualification requirement for ACDE accreditation and ADCI certification contradict each other, a diver would not have both certifications.

Answer: The requirement for divers under Minimum Qualifications specifies providing documentation demonstrating “completion of training at an Association of Commercial Diving Educators (ACDE) accredited commercial diving school, equivalent military or federal commercial diver training, OR hold a valid Association of Diving Contractors International (ADCI) Commercial Diver Certification Card appropriate for the type of diving to be performed.” Bidders only need to provide one form of the listed documentation for their subcontracted diver(s) with the Bid Submittal.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, AUGUST 26, 2026 AT 2:00 PM (EDST)

END OF ADDENDUM NO. 2



საქართველოს მთავრობის განცხადებით, 2017 წლის ბიუჯეტის შემოსულის ზრდას განაპირობებს მთავრობის მიერ შემოსულის განხორციელების მიზნით გატარებული ღონისძიებები.

THIS DRAWING IS PART OF A DIGITALLY SIGNED AND SEALED SET OF DRAWINGS IN ACCORDANCE WITH 61G15-23.004, F.A.C.



ADDENDUM #3

August 13, 2026

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 3005; North Beach Reverse Osmosis (RO) Concentrate Pipeline and Marine Outfall Construction

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must complete and submit Attachment "O", acknowledging all issued addenda with their Bid as provided in the IFB Documents.

Questions/Answers:

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

1. In order to get the best pricing for this project, we are requesting a 1-week delay for questions and for the actual bid as well.

Answer: There will be no extension for questions nor Bid due date.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, AUGUST 26, 2026 AT 2:00 PM (EDST)

END OF ADDENDUM NO. 3