

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084



INVITATION TO BID (ITB)

REQUIRED RESPONSE FORM

BID NO.: 2018-30
RELEASE DATE: August 3, 2018

INVITATION TO BID TITLE: Landrum Middle School Drainage Culvert & Pipe Damage Repair

F.O.B. Destination: **District Wide**

CONTACT: Patrick Snodgrass
Director of Purchasing
(904) 547-8941
patrick.snodgrass@stjohns.k12.fl.us

BID DUE DATE AND TIME: August 24, 2018 @ 2:00 pm
BID OPENING DATE AND TIME: August 24, 2018, 2018 @ 2:00 pm

SUBMIT BID TO: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

BID OPENING LOCATION: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for Bid to be considered.

- | | | | |
|--|---|-----------------------------------|--|
| <input type="checkbox"/> Literature | <input type="checkbox"/> Specifications | <input type="checkbox"/> Catalogs | <input type="checkbox"/> Product Samples: See Special Conditions |
| <input checked="" type="checkbox"/> Debarment Form | | | <input type="checkbox"/> Manufacturer's Certificate of Warranty |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | | | <input type="checkbox"/> List of References |
| <input checked="" type="checkbox"/> Certificate of Insurance: See Special Conditions | | | |
| <input checked="" type="checkbox"/> Additional submittals specific to this ITB may also be required – See Special Conditions for details | | | |

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

Signature of Owner or Authorized Officer/Agent _____ Telephone: _____

Typed Name of Above: _____ FAX: _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the Bidder, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Bidder: To ensure acceptance of the bid follow these instructions:

1. **DEFINITIONS:** For purpose of these General Conditions "ITB" refers to the Invitation to Bid. "Bid" refers to the completed ITB Required Response Form above, together with all supporting documentations and submittals. "Bidder" or "Contractor" or "Respondent" refers to the entity or person that submits the Bid. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the ITB. "Conditions" refers to both the General Conditions and the Special Conditions of this ITB.
2. **EXECUTION OF BID:** The ITB Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Bid and all required submittals. All Bids must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Bid even when using opaque correction fluid. Any illegible entries will not be considered for award. The ITB General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Bid or otherwise by the Bidder. In the event of any conflict between the Conditions and specifications of the ITB and the terms and conditions of the Bid, the Conditions and specifications of the ITB take precedence. Any failure to comply with the ITB Conditions or specifications or attempt to alter them by the Bidder shall be grounds for rejection of the Bid.
3. **SUBMISSION OF BID:** The completed Bid must be submitted in a sealed envelope with the ITB title and bid number on the outside. Bids must be time stamped by the Purchasing Department prior to the ITB due time on date due. No Bid will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Bids submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this ITB.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for a particular ITB. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the ITB. In case of discrepancy in computing the amount of the Bid, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Bidder is responsible for freight charges. Bidder owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) Mistakes: Bidders are expected to examine the General and Special Conditions, specifications, delivery schedules, Bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this ITB shall be new (current production model at the time of this ITB) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d) Underwriters' Laboratories: Unless otherwise stipulated in the ITB, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Bidders, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to invite Bids for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Bidder may propose a substitute product of equal quality and functionality unless the Conditions or specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Bidder's responsibility to submit with the Bid brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.

7. **QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period, the successful Bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
8. **SAMPLES:** Samples of items, when required, must be furnished free of expense by the ITB due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within thirty (30) days after ITB opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name, ITB number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the ITB. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
9. **TESTING:** Items proposed may be tested for compliance with ITB Conditions and specifications.
10. **NON-CONFORMITY:** Items delivered that do not conform to ITB Conditions or specifications may be rejected and returned at Bidder's expense. Goods or services not delivered as per delivery date in ITB and/or purchase order may be purchased on the open market. The Bidder shall be responsible for any additional cost. Any violation of these stipulations may also result in Bidder being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
11. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Bid must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
12. **REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the ITB Conditions and specifications will be made to any Bidder orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB. Only the interpretation or correction so given by the Purchasing Department Representative, by email or in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Conditions and specifications.
13. **DISPUTE:** Any dispute concerning the Conditions or specifications of this ITB or the contract resulting from this ITB shall be decided by Purchasing Department and that decision shall be final.
14. **AWARDS:** Bids shall be reviewed in accordance with the ITB Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all Bids; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any Bid; to acquire additional quantities at prices quoted in the Bid unless additional quantities are not acceptable, in which case the Bid must be conspicuously labelled "BID IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the ITB shall be made in the best interest of the School District.
15. **OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain Bids to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this ITB. The services and products are to be furnished in accordance with the terms of the resulting contract.
16. **MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, ITB number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) ITB number.
17. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Bidder and return product at Bidder's expense.
18. **BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.
19. **COPYRIGHT AND PATENT RIGHTS:** The Bidder, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the Bidder uses any design, device, or materials

covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

20. **OSHA:** The Bidder warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
21. **LEGAL REQUIREMENTS:** The Bidder shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.
22. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any Board employee who owns directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Bidder's firm.
23. **ANTI-DISCRIMINATION:** The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
24. **LICENSES AND PERMITS:** The Bidder shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the ITB award.
25. **BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful Bidders. After acceptance of Bid, the Board will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the Bid bond will be returned to the successful Bidder.
26. **DEFAULT AND REMEDIES:** The following remedies for default shall apply.
 - a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Bidder to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Bidder to deliver on time. Therefore, in the event the successful Bidder fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Bidder in an amount equal to 25% of the unit price Bid, times the quantity. The successful Bidder shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
 - b) **Other Default.** In the event of default for any reason other than the failure of the successful Bidder to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
27. **TERMINATION:** In the event any of the provisions of this ITB are violated by the Bidder, the Purchasing Department reserves the right to reject its Bid. Furthermore, the School Board reserves the right to terminate any contract resulting from this ITB for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
28. **FACILITIES:** The Board reserves the right to inspect the Bidder's facilities at any time with prior notice.
29. **ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Bidder by virtue of proposing, certifies by signing Bid, that if awarded any portion of this Bid, will supply only material or equipment that is 100% asbestos free.
30. **INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Bid and any contract awarded to Bidder as a result of this ITB, the Bidder shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Bidder, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.
31. **CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out that Bidder's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this ITB:

- A. Student contact not anticipated
- B. Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if requested and the contractor meets clearance requirements.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Bidder acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Bidder shall be responsible for the expense of the background screening of its employees.

- 32. **VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this ITB shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. **WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this ITB or any contract awarded upon this ITB. This provision is a material inducement for the School Board to enter into a contract with the successful Bidder.
- 34. **LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any ITB or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any Bidder or any individuals that lobby on behalf of Bidder will result in rejection/disqualification of said Bid.
- 35. **ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under Bid contract without the prior written consent of the School Board.
- 36. **PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. **COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
 - a) **Debarment:** The Bidder certifies by signing the Bid and required response form that the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the Bidder shall immediately notify the Purchasing Department and the Superintendent, in writing.
 - b) **Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final **payment is made.**
 - c) **Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.
- 38. **PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 39. **COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
 - a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
 - b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]

40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

41. PUBLIC RECORDS AND CONFIDENTIALITY: Subject to the limited confidentiality afforded pending competitive solicitation by Florida Statute 119.071, the ITB and all Bids are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a Bid, Bidders will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District 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 provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the School District all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; sjpubrec@stjohns.k12.fl.us ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals or affiliates are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions as defined in 49 CFR s29.110(a) by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 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 action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 chapter 893 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.
- 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Vendor's Signature)

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin.

(3) The 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 the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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 subcontractor 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 subcontractor 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):

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair

Certification of Non-Segregated Facilities

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Handwritten Signature of Authorized Principal(s):

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

Legal Name of Contractor: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair

ST. JOHNS COUNTY SCHOOL DISTRICT

INVITATION TO BID

SPECIAL CONDITIONS

1.0 **INTRODUCTION**

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting bid pricing from qualified bidders for Drainage Culvert & Pipe Damage Repair at Alice B. Landrum Middle School.

2.0 **INSTRUCTIONS FOR BID SUBMITTAL**

- 2.1 All bids must be received no later than, August 24, 2018 @ 2:00 PM and must be delivered to:

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

If a bid is transmitted by US mail or other delivery medium, the bidder will be responsible for its timely delivery to the address indicated

- 2.2 Any bid received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original bid and one photocopy of the bid must be sealed in one package and clearly labeled "Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair" on the outside of the package. The legal name, address, bidder's contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original bid with a manual signature may result in rejection of the bid.
- 2.5 All bids must be signed by an officer or employee having the authority to legally bind the bidder.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Bidders should become familiar with any local conditions that may, in any manner, affect the services required. The bidder(s) are required to carefully examine the bid terms and to become thoroughly familiar with any and all conditions and requirements that may in any

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manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

- 2.8 Bids not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the bid.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.

3.0 AWARD

- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all bids.
- 3.2 The District reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 3.3 The District reserves the right, prior to Board approval, to withdraw the bid or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the bid of any firm to be in the best interest of the District and (2) to reject any and/or all bids.
- 3.5 The District reserves the right to conduct interviews with any of the bidders and to require a formal presentation by any of the bidders.
- 3.6 It is the intent of the District to award this bid to one source.
- 3.7 The bid award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

4.0 CONTRACT/RENEWAL

- 4.1 The term of this contract shall be from the date of Board award through completion of the project. In responding to this Bid, the Contractor is certifying that work can be completed no more than ninety (90) days after Board award. Contract performance period for all work to be completed and done is ninety (90) days.

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- 4.2 All terms and conditions of this bid, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.
- 4.3 At any point in time during the term of the Contract with the awarded Contractor resulting from this bid, the District may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, labor, equipment and organization as prescribed herein. The District may implement termination procedures if the District determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary in the ITB response in order to comply with the requirements for satisfactory performance.
- 4.4 Failure on the part of the Contractor to comply with any portion of the duties and obligations under an Agreement resulting from this bid shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, the District shall provide written notification stating any and all items of non-compliance. The Contractor shall have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the District, has not taken place within the seven (7) calendar days, the Agreement may be terminated by the District for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the District may terminate any Agreement resulting from this bid at any time, without cause, upon thirty (30) days written notice to the Contractor.

5.0 BID INQUIRIES/NOTICES

- 5.1 In order to maintain a fair and impartial competitive process, prospective bidders shall not communicate with District staff or Board members after bids are released. All questions and inquiries must be submitted via email no later than August 14, 2018 @ 12:00 PM to:

Paul Ina, P.E.
Stone Engineering Group
pina@stonejoca.com

Violation of this section is grounds for automatic disqualification of a Contractor's submittal.

All questions will be answered via posting to the DemandStar website www.demandstar.com no later than August 16, 2018 @ 5:00 PM.

The District will not respond to questions and inquiries submitted after the deadline stated above.

- 5.2 Copies of addendum will be made available for inspection at the Facilities and Operations Office, 3740 International Golf Parkway, Suite 200, St. Augustine, Florida 32092, or the Purchasing Department, 3015 Lewis Speedway, Building 5, St. Augustine, FL 32084, where bid documents will be kept on file.

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- 5.3 No Addendum will be issued later than August 16, 2018, except an addendum withdrawing the Invitation to Bid or one which includes postponement of the date for receipt of bids or one containing the questions and answers.
- 5.4 All notices relative to this Bid, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

6.0 NON MANDATORY PRE-BID CONFERENCE

A Non Mandatory Pre-Bid Conference has been scheduled for August 13, 2018@10:00 AM at Alice B. Landrum Middle School:

Alice B. Landrum Middle School
230 Landrum Lane
Ponte Vedra Beach, FL 32082

Contractor must become familiar with any local conditions that may in any manner affect the services required. Contractor is required to carefully examine the terms and to become familiar with any and all conditions and any requirements that may in any manner affect the work to be performed under this bid. No additional allowance will be made due to lack of knowledge of these conditions.

7.0 SCOPE OF SERVICES

- 7.1 The bid is for Drainage Culvert & Pipe Damage Repair at Alice B. Landrum Middle School. **See Attachment A for Drawings and Specifications.**
- 7.2 All work shall be performed in compliance with all applicable federal, state and local laws, regulations and codes.
- 7.3 Contractor is responsible for supplying, at its own expense, all supervision, labor, equipment, machines, tools, materials, transportation and anything necessary to perform work required under this bid.
- 7.4 Contractor shall be responsible for removal of all debris from the work site as work progresses or upon request by an authorized District representative. Debris will not be placed in a District refuse container.
- 7.5 The District reserves the right to inspect all work prior to payment. Contractor shall promptly correct all work rejected by an authorized District representative. Contractor shall bear all costs of correcting such rejected work.
- 7.6 It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The District shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

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- 7.7 Contractor shall repair, at own expense, any damage that was caused to District or County Right of Way property by awarded Contractor, their employees or their agents. All grounds and areas shall be returned to their original condition as they existed prior to construction
- 7.8 Employees or agents of the Contractor must sign in and sign out when working at any District facility. Only employees or agents of the Contractor who have been fingerprinted and cleared will be permitted on school grounds.
- 7.9 Any changes to the work shall be performed only after execution of a written change order by an authorized representative of the District.
- 7.10 The awarded Contractor will be required to furnish and record in the official records of the County in which the Project is located a 100% Performance Bond and a 100% Labor and Material Payment Bond in the form included herein as **Attachment B**.

FEMA REQUIRED PROVISIONS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives herein.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency without specific FEMA pre-approval.

8.1 Compliance with the Davis-Bacon Act

- A. Contractor. The awarded Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Reference 2 C.F.R. § 200 Appendix II (D)

8.2 Compliance with the Copeland "Anti-Kickback" Act

- A. Contractor. The awarded Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The awarded Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Reference 2 CFR 200 A II (D)

8.3 Compliance with the Contract Work Hours and Safety Standards Act

Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer

or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be

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determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Reference 2 CFR § 200 Appendix II (E)

8.4 Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Reference 2 C.F.R. § 200 Appendix II (F)

8.5 Clean Air Act and Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 - 1387 et seq. Violations must be reported to the Federal awarding agency and Regional Office of the Environmental Protection Agency (EPA).
- B. The contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA

Reference 2 C.F.R. § 200 Appendix II G

8.6 Debarment and Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The contractor agrees to comply with the requirements of 2 C.F.R pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tiered covered transactions.

Reference 2 C.F.R. § 200 Appendix II (H)

8.7 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Reference 2 C.F.R. § 200 Appendix II (I)

8.8 Procurement of Recycled/Recovered Materials

The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines on the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management service in a manner that maximizes energy and resource recovery; and establishing and affirmative procurement program for procurement of recovered materials identified on the EPA guidelines.

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- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2) Meeting contract performance requirements; or
 - 3) At a reasonable price.

Reference 2 C.F.R. § 200.322

8.9 Equal Opportunity

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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

Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair

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 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.

- G. 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 subcontractor 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 provision, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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.

References 2 C.F.R. Appendix II (C) and 41 C.F.R. § 60-1.4

8.10 Sub-Contractors

If the awarded Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under the awarded Contract.

At any time, the District may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the District, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the District will notify the Respondent in writing if the District, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at their option, withdraw their Bid Package, or submit an acceptable alternate sub-contractor, at no increase in pricing. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the District then may disqualify the Respondent from further consideration of award under this ITB.

The District reserves the right to disqualify any Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality. Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the District, 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 District.

The awarded contractor shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair

- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section.

Reference 2 C.F.R. § 200.321(b)(6)

8.11 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Contractor is required, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

Reference 2 C.F.R. Part 200.321

8.12 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8.13 Program Fraud and False or Fraudulent Statements or Related Acts

Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

9.0 BID PRICING

9.1 Bidders are required to submit a price for the Drainage Culvert & Pipe Damage Repair at Alice B. Landrum Middle School. Bidder must incorporate any and all costs to complete the work as defined in this bid. No additional, fees or charges of any kind not listed on the bid sheet will be accepted by the District, unless accompanied by an authorized change order.

9.2 The bid sheet must be signed by an individual of the bidding firm that has the authority to bind the firm.

10.0 QUALIFICATIONS

10.1 The awarded Contractor shall hold a current General Contractor's License in the State of Florida.

11.0 REFERENCES

Bidders must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years.

12.0 INSURANCE REQUIREMENTS

It is mandatory that the person/firm submitting the bid have minimum Liability limits of \$1,000,000.00 for both Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Bidder's insurance provider must be rated A- or better by AM Best. If the bidder's current certificate of insurance does not meet the amount required, a statement must be included with the bid document from their insurance carrier indicating that if a bid award was made to the firm, that the carrier would write the necessary insurance coverage. The successful bidder must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible bidder. **Successful Contractor must list St. Johns County School Board as an additional insured.**

13.0 METHOD OF PAYMENT

The St. Johns County School District requires all Bidders responding to this bid to accept payment from the District via an agreed upon electronic method.

14.0 PURCHASE ORDERS

Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for Contractors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a Contractor. Contractors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, www.stjohns.k12.fl.us under the Purchasing Department.

15.0 PREPARATION AND SUBMISSION OF BID

15.1 Bidders are requested to organize their bids in the following sequence.

15.2 **Invitation to Bid:** Required response form (page 1 of Bid) with all required information completed and all signatures as specified

15.3 **Debarment Form**

15.4 **Drug Free Workplace Certification**

15.5 **Equal Opportunity Report Statement**

15.6 **Byrd Anti-Lobbying Compliance and Certification Regarding Lobbying**

15.7 **Certification of Non-Segregated Facilities**

15.8 **Certification for Disclosure of Lobbying Activities**

15.9 **References**

15.10 **Bid Sheet**

Bid Sheet

Having become familiar with the local conditions affecting the cost of work at the place where work is to be executed and having carefully examined the site conditions as they currently exist, and having carefully examined Bid documents titled Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposed and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the work by the aforesaid Bid Documents.

Landrum Middle School Drainage Culvert & Pipe Damage Repair

Lump Sum Consideration of:

_____ Dollars (\$ _____)

Company Name: _____

Authorized Signature: _____

Print Name: _____

Date: _____

ADVERTISEMENT FOR BIDS

**Landrum Middle School
Drainage Culvert & Pipe Damage Repair
Bid #2018-30**

Sealed bids will be received by the **St. Johns County School Board** for the **Drainage Culvert & Pipe Damage Repair at Landrum Middle School** located in St. Johns County, Florida.

The work shall include the following:

Drainage Culvert & Pipe Damage Repair as a result of the impacts from Hurricane Irma

All plant, labor, material, temporary facilities for general construction and restoration to provide work complete and in place.

All bids (**to include an original and one copy**) must be sealed and clearly marked on the outside "**Bid # 2018-30, Landrum Middle School Drainage Culvert & Pipe Damage Repair**".

Bids will be received in the office of the **St. Johns County School District, Purchasing Department, 3015 Lewis Speedway Building 5, St. Augustine, FL 32084** until **2:00 p.m.** prevailing local time **Friday, August 24, 2018**. Bids received after that time will not be accepted. The Bids will then be opened publicly and read aloud.

A **non-mandatory Pre-Bid Conference** will be held on **Monday, August 13, 2018 at 10:00 a.m.** at **Alice B. Landrum Middle School** located at **230 Landrum Lane, Ponte Vedra Beach, Florida 32082**. All bona fide Bidders shall check in at the school's front office prior to the meeting time. **This will be the only site visit for this project.**

The Invitation to Bid, Drawings, and Specifications are available through DemandStar, www.demandstar.com.

All questions concerning the Project shall be submitted in writing to the Design Consultant. This office is the only point where information will be disseminated. **All questions must be received by Tuesday, August 14, 2018 @ 12:00 p.m.** Send all questions to:

Paul Ina, P.E.
Stone Engineering Group
pina@stonejoca.com

All questions will be answered via the posting to the DemandStar website www.demandstar.com no later than **Thursday, August 16, 2018 @ 5:00 PM**.

The District will not respond to questions and inquiries submitted after the deadline stated above. Copies of addendum will be made available for inspection at the Facilities and Operations office, 3740 International Golf Parkway, Suite 200, St. Augustine, Florida 32092, where bid documents will be kept on file.

No Addendum will be issued later than **Thursday, August 16, 2018**, except an addendum withdrawing the Invitation to Bid or one which includes postponement of the date for receipt of bids or one containing the questions and answers.

All notices relative to this Bid, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

The successful Bidder will be required to furnish and record in the official records of the county in which the Project is located a 100% Performance Bond and a 100% Labor and Material Payment Bond in the form included herein.

The **St. Johns County School Board** reserves the right to reject any and all Bids, waive informalities and minor irregularities in Bidding and to accept Bids which are considered to be in the best interest of the System.

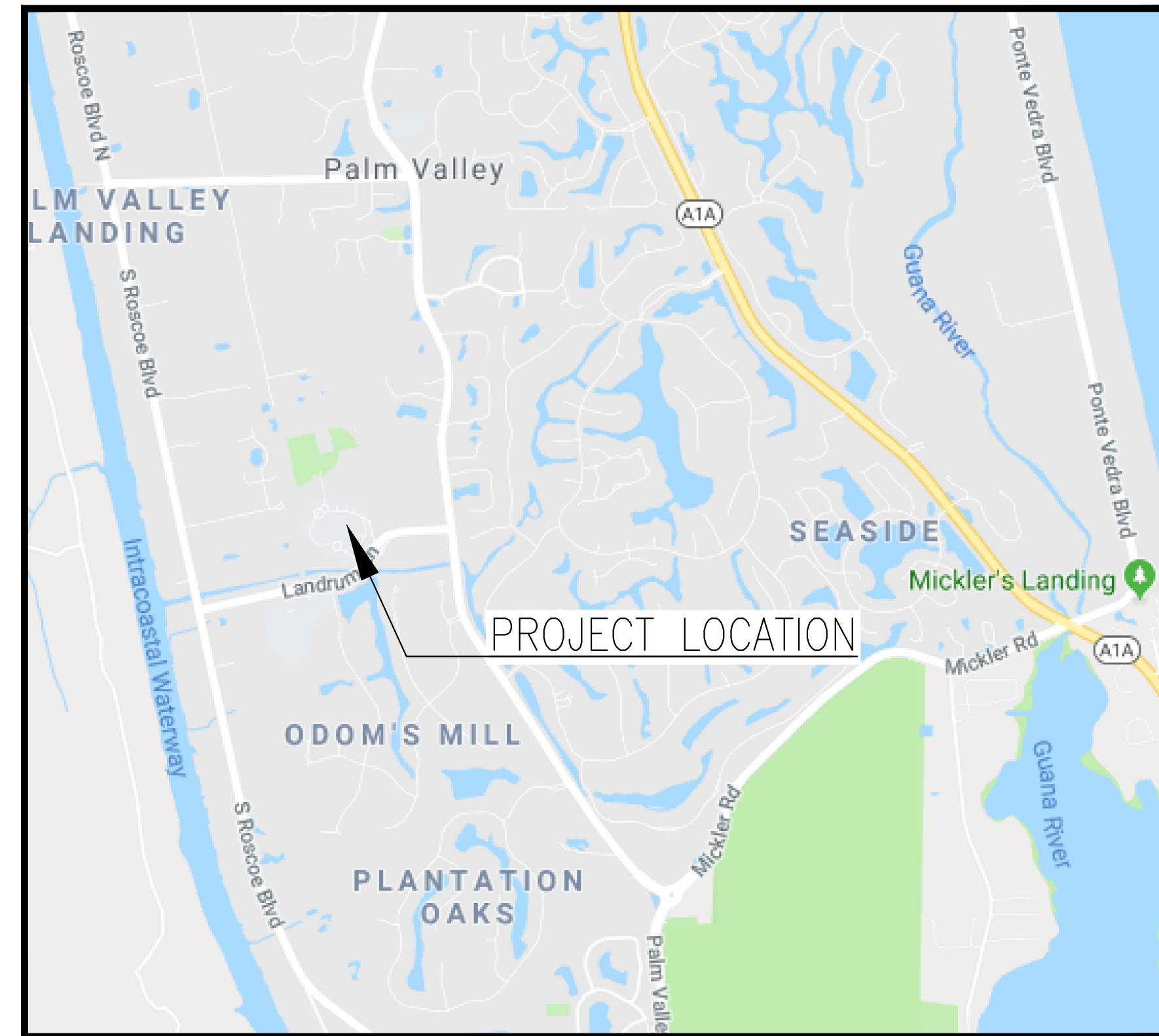
Dated: August 1 , 2018

Patrick Snodgrass, Director of Purchasing
St. Johns County School District
3015 Lewis Speedway, Building 5
St. Augustine, Florida 32084

Published: August 3, 2018

LANDRUM MIDDLE SCHOOL DRAINAGE CULVERT & PIPE DAMAGE REPAIR

FOR
ST. JOHNS COUNTY SCHOOL DISTRICT



LOCATION MAP

INDEX OF DRAWINGS	
SHEET NO.	TITLE
C-1 of 4	GENERAL NOTES
C-2 of 4	EXISTING CONDITIONS EXHIBIT
C-3 of 4	PIPE REPAIR PLAN AND DETAIL
C-4 of 4	EROSION CONTROL DETAILS



7400 BAYMEADOWS WAY, SUITE 220
JACKSONVILLE, FLORIDA 32256
E. B. NO. 5288

PHONE (904) 448-5300
FAX (904) 448-0401
www.stonejoca.com

PLOT DATE: 7/25/2018
REVISED:

STONE ENGINEERING GROUP PROJECT NO. 2551.00

LANDRUM MIDDLE SCHOOL
DRAINAGE CULVERT & PIPE DAMAGE REPAIR

PAUL E. INA
P.E. NO. 48878

Stone Engineering GROUP
7400 BAYMEADOWS WAY, SUITE 220
JACKSONVILLE, FLORIDA 32256
E. B. NO. 5288
PHONE (904) 448-5300
FAX (904) 448-0401
www.stonejoca.com

Attachment A

GENERAL NOTES

- ALL WORK AND MATERIALS SHALL BE IN COMPLETE ACCORDANCE WITH ALL RELATIVE SECTIONS OF THE ST. JOHNS COUNTY SCHOOL DISTRICT STANDARDS AND STANDARD DETAILS, (LATEST REVISIONS) UNLESS A MORE STRINGENT REQUIREMENT IS FOUND IN THE ST. JOHNS COUNTY STANDARDS AND/OR ST. JOHNS COUNTY LAND DEVELOPMENT CODE.
- ANY DISCREPANCIES BETWEEN THESE NOTES AND THE ST. JOHNS COUNTY SCHOOL DISTRICT OR ST. JOHNS COUNTY STANDARDS, THE MORE STRINGENT STANDARD SHALL APPLY.
- ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTORS BID.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF/HERSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUB-SURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS ALSO REQUIRED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THE PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE ST. JOHNS COUNTY SCHOOL DISTRICT FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE BY THE ST. JOHNS COUNTY SCHOOL DISTRICT.
- "AS-BUILT" DRAWINGS - AS-BUILTS TO THE CITY OF PONTE VEDRA BEACH ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR, THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF "AS-BUILT" DRAWINGS IN ACCORDANCE WITH CURRENT CITY OF PONTE VEDRA BEACH, STANDARDS, SPECIFICATIONS AND SJRWMD REGULATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROCESS THE "AS-BUILT" DRAWINGS FOR APPROVAL BY THE ENGINEER.
- ALL CLEARING AND GRUBBING REQUIRED FOR BERMS INCLUDED IN THIS PROJECT AND THE CLEARING AND GRUBBING OF ALL RIGHT-OF-WAY OR EASEMENTS SHALL BE CONSIDERED AS PART OF THE PROJECT.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.
- ALL DEBRIS RESULTING FROM ALL SITE WORK ACTIVITIES SHALL BE IMMEDIATELY DISPOSED OF OFF-SITE BY CONTRACTOR.
- ALL INFORMATION REQUESTED BY THE ENGINEER AND THE ST. JOHNS COUNTY SCHOOL DISTRICT SHALL BE IN HAND AT THE TIME OF THE FINAL INSPECTION. NO CONDITIONAL SUBSTANTIAL OR FINAL CONDITIONS SHALL BE GIVEN.
- THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO EXCAVATION AND TAKE ALL MEASURES NECESSARY TO PROTECT UTILITIES DURING CONSTRUCTION. SHOULD ANY UTILITY LINE OR COMPONENT BECOME DAMAGED OR REQUIRE RELOCATION THE CONTRACTOR SHALL NOTIFY THE RESPONSIBLE UTILITY COMPANY, THE ENGINEER AND THE CITY.
- ANY APPLICABLE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) OR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PERMITS SHALL BE PROVIDED BY THE CITY BY THE PRE-CONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN WITHOUT ALL APPLICABLE PERMITS ON FILE.
- THERE SHALL BE A MINIMUM THREE (3) DAYS NOTICE GIVEN FOR SCHEDULING THE FINAL INSPECTION.
- FIVE DAYS PRIOR TO THE FINAL INSPECTION, TWO (2) SETS OF BLUE LINE AS-BUILTS AND COPY ON DISK IN AUTO CAD FORMAT SHOWING THE FOLLOWING, SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.

AS-BUILT REQUIREMENTS FOR CITY DEPARTMENT OF PUBLIC WORKS

- THE ORIGINAL APPROVED ENGINEERING PLAN BY THE REGISTERED PROFESSIONAL ENGINEER MUST BE USED AS THE BASE OF THE AS-BUILT. THERE WILL BE NO EXCEPTION.
- A LINE SHALL BE PLACED THROUGH THE PLAN ELEVATION AND THE ADDED NEW ELEVATION SHALL BE PLACED BESIDE IT.

EXAMPLE:

TYPE "C" INLET
 TOP EL. = ~~11.50~~ 11.45
 SLOT EL. = ~~11.00~~ 10.97
 INV. EL. = ~~9.25~~ 9.27

AS-BUILT INFORMATION						
STR. NO.	TYPE	STATION/TIE	GRATE EL.	INV.	INV.	INV. OUT
19	CI	16+02 LT60'	42.82- 13.67	44.10(N)	11.49	44.10(S) 11.47

PIPE	SIZE	LENGTH	SLOPE %
P-1	18" RCP	135 140	0.55% 0.69%

- ALL STORM AND UNDER-DRAIN STRUCTURES ARE TO BE LOCATED FROM THE CENTER OR PROPERTY LINE. ALL TOP, SLOT, AND INVERT ELEVATIONS ARE TO BE SHOWN.
- ALL SIZES, LENGTHS, AND SLOPE PERCENTAGES SHALL BE SHOWN ON ALL PIPE RUNS.
- ALL SWALES SHALL BE LOCATED WITH SPOT ELEVATIONS AT ONE HUNDRED-FOOT (100') INTERVALS.
- ELEVATIONS ON ALL TEMPORARY DITCHES AT ONE HUNDRED FOOT (100') INTERVALS.

DELIVER AS-BUILTS TO THE ST. JOHNS COUNTY SCHOOL DISTRICT OFFICE. IF ANY REVISIONS ARE NEEDED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR FOR DROP OFF, PICK UP OR RESUBMITTAL.

IN ORDER TO SCHEDULE A FINAL INSPECTION ALL REVISIONS WILL NEED TO BE MADE. THE FINAL AS-BUILT SHALL BE ONE REPRODUCIBLE COPY SIGNED AND SEALED BY A STATE OF FLORIDA REGISTERED PROFESSIONAL SURVEYOR.

DEMOLITION NOTES

- CONTRACTOR SHALL REMOVE ANY OTHER MISCELLANEOUS ITEMS NOT SPECIFICALLY SHOWN BUT WHICH IMPEDE THE FUNCTION OF THE PROPOSED PLAN. CONTRACTOR SHALL COORDINATE WITH ENGINEER PRIOR TO SUCH REMOVAL.

CONSTRUCTION CONFORMANCE NOTE

- ALL IMPROVEMENTS SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS, DETAILS, FINAL GRADING AND INDICATED EXISTING CONDITIONS. THE CONTRACTORS USE OF ANY SPECIFIC PROCEDURES, MEANS, METHODS OR SUPPORTING TECHNICAL REFERENCE INFORMATION SUCH AS SURVEY BENCHMARKS IS DEEMED AT THE CONTRACTORS RISK. SHOULD USE RESULT IN CONSTRUCTION NOT CONSISTENT WITH THE PLANS AND SPECIFICATIONS, THE CONTRACTOR WILL BE REQUIRED TO CORRECT THE WORK TO MATCH THE INTENT OF THE PLANS AND SPECIFICATIONS.

DRAINAGE NOTES

- ALL PIPE LENGTHS ARE SCALED DIMENSIONS. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND THE SPECIFICATIONS AND STANDARDS.
- LOCATION, EXISTENCE OR NON-EXISTENCE OF ANY UTILITY DOES NOT CONSTITUTE RESPONSIBILITY OF THE ENGINEER.
- GRADES SHOWN ON PLANS ARE FINISHED GRADES UNLESS OTHERWISE NOTED.
- SHOULD THE SURFACE OR SUB-SURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THESE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- ALL MATERIAL USED FOR BACKFILL SHALL MEET A3 FREE DRAINING SAND STANDARDS.
- ALL DIRT AND DEBRIS TRACKED OUT OF THE PROJECT SHALL BE CLEANED DAILY AND TO THE SATISFACTION OF THE CITY PUBLIC WORKS DEPARTMENT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DEVELOPE A SITE SWPPP AND SECURE ANY NPDES NOI'S

CONTRACTOR RESPONSIBILITY

THE CONSTRUCTION CONTRACTOR AS A LICENSED PROFESSIONAL IN THE STATE OF FLORIDA IS EXPECTED TO HAVE DEMONSTRATED A KNOWLEDGE AND CAPABILITY IN READING, INTERPRETING AND FOLLOWING PLANS AND SPECIFICATIONS.

THE ENGINEER HAS PROVIDED GUIDANCE AND IN SOME INSTANCES SPECIFIC DETAILS IN THE PLANS AND SPECIFICATIONS AS TO THE DESIGN, THE INTENDED PURPOSE OF THE DESIGN AND THE FINAL CONSTRUCTED PRODUCT.

THE CONSTRUCTION CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR THE MEANS, METHODS, PROCESS, PROCEDURES, SCHEDULING AND COORDINATION OF THE CONSTRUCTION OF THE DESIGN AS SHOWN IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING AND USING MEANS, METHODS, PROCESS AND PROCEDURES, SCHEDULES AND COORDINATION SUCH THAT NONE OF THE CONTRACTORS SELECTED ACTIONS WILL BE CONTRARY TO, NOR SHALL IMPEDE THE PERFORMANCE OF THE DESIGN.

WHERE THE PLANS AND SPECIFICATIONS INCLUDE DESIGN CONDITIONS DIRECTED BY A REGULATORY AGENCY, THE RESULT OF A REGULATORY REQUIREMENT OR INTENDED TO ACHIEVE A REGULATORY REQUIREMENT THE CONTRACTOR SHALL BE RESPONSIBLE TO PERFORM CONSTRUCTION TO ACHIEVE THE REGULATORY REQUIREMENT.

WHERE THE CONTRACTOR'S MEANS, METHODS, PROCESS, PROCEDURES, SCHEDULING OR COORDINATION RESULTS IN A CONDITION THAT RENDERS THE DESIGN UNCONSTRUCTABLE, OR THE DESIGN PERFORMANCE UNATTAINABLE, THE CONTRACTOR SHALL BE RESPONSIBLE TO REDESIGN, REPAIR OR REPLACE THE CONSTRUCTION TO A LEVEL OF DESIGN PERFORMANCE INTENDED IN THE PLANS AND SPECIFICATIONS AND/OR MEETING THE REGULATORY REQUIREMENTS OF THE PROJECT.



PAUL E. INA
 P.E. NO. 458778

LANDRUM MIDDLE SCHOOL DRAINAGE CULVERT & PIPE DAMAGE REPAIR
 FOR
 ST. JOHNS COUNTY SCHOOL DISTRICT

GENERAL NOTES

REVISIONS

PLOT DATE: 07/25/2018
 DRAWN BY: CK
 DESIGNED BY: RDP
 CHECKED BY: PEI
 SCALE: N.T.S.
 JOB NO.: 2551.00

SHEET NO.

C-1

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: \$
Description:
(Name and location)

SAMPLE

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and
Title:

Signature: _____
Name and
Title:

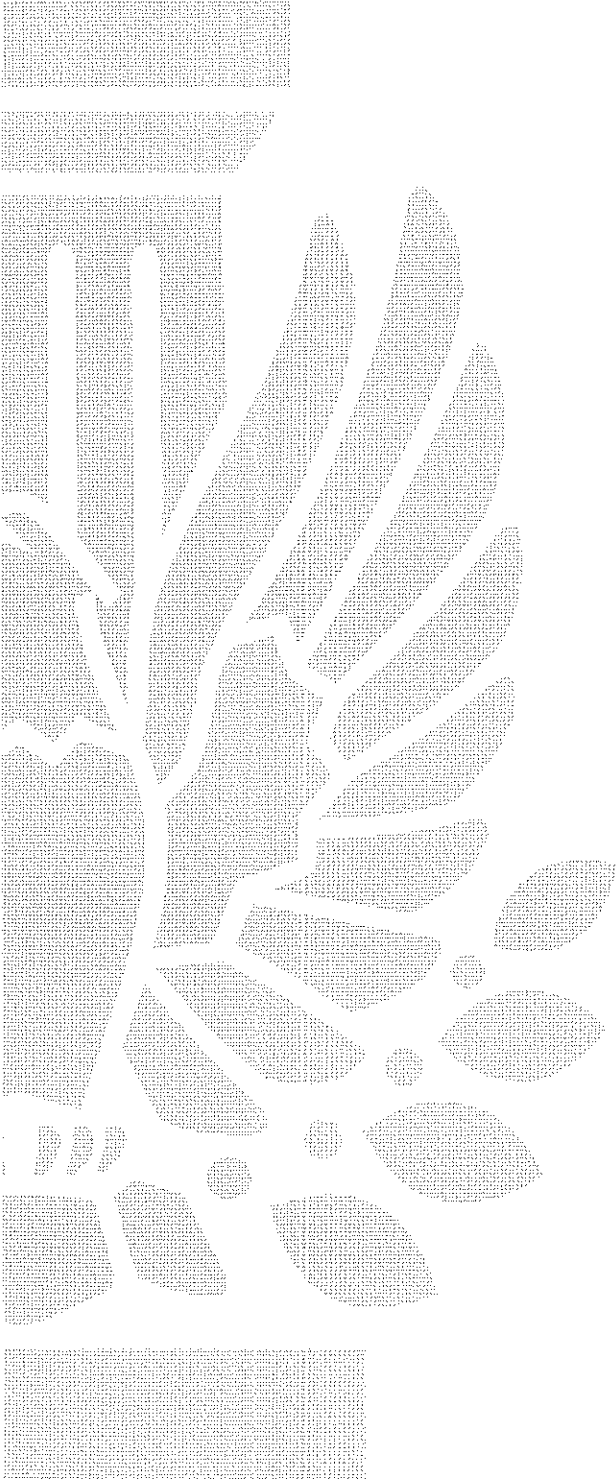
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init.



Init.

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User Notes:

(1733324358)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

Attachment B

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

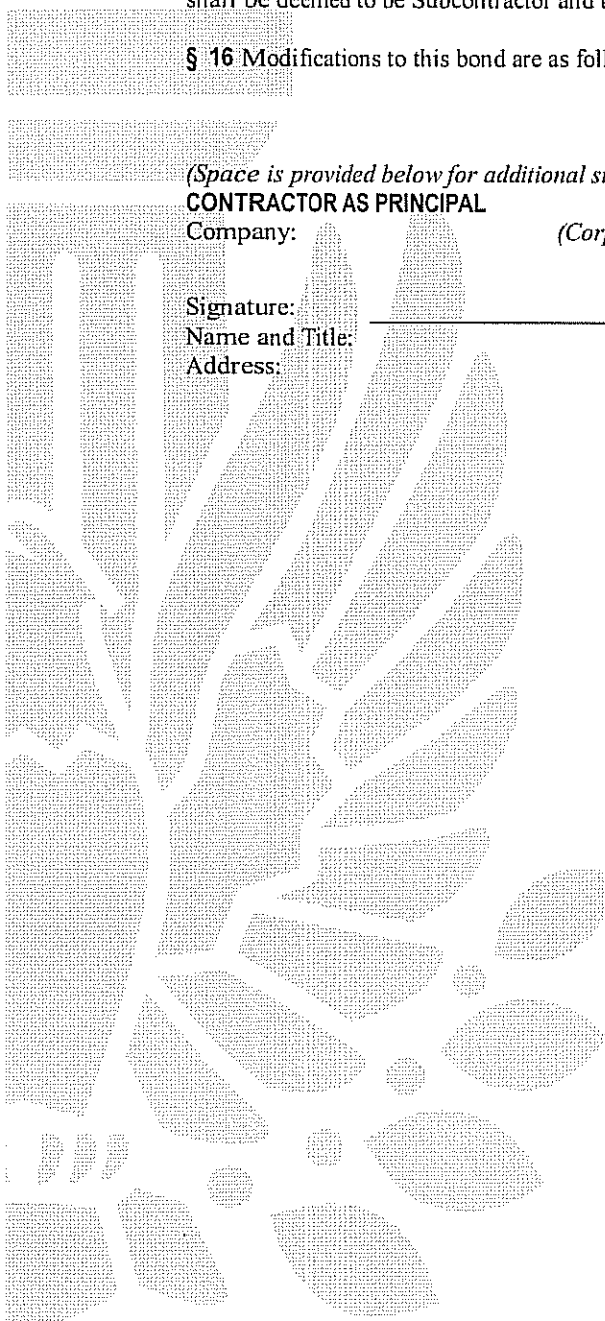
Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____



Init.

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: \$
Description:
(Name and location)

SAMPLE

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Int.

User Notes:

Attachment B

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
2. have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- 1 the name of the Claimant;
- 2 the name of the person for whom the labor was done, or materials or equipment furnished;
- 3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- 4 a brief description of the labor, materials or equipment furnished;
- 5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- 7 the total amount of previous payments received by the Claimant; and
- 8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

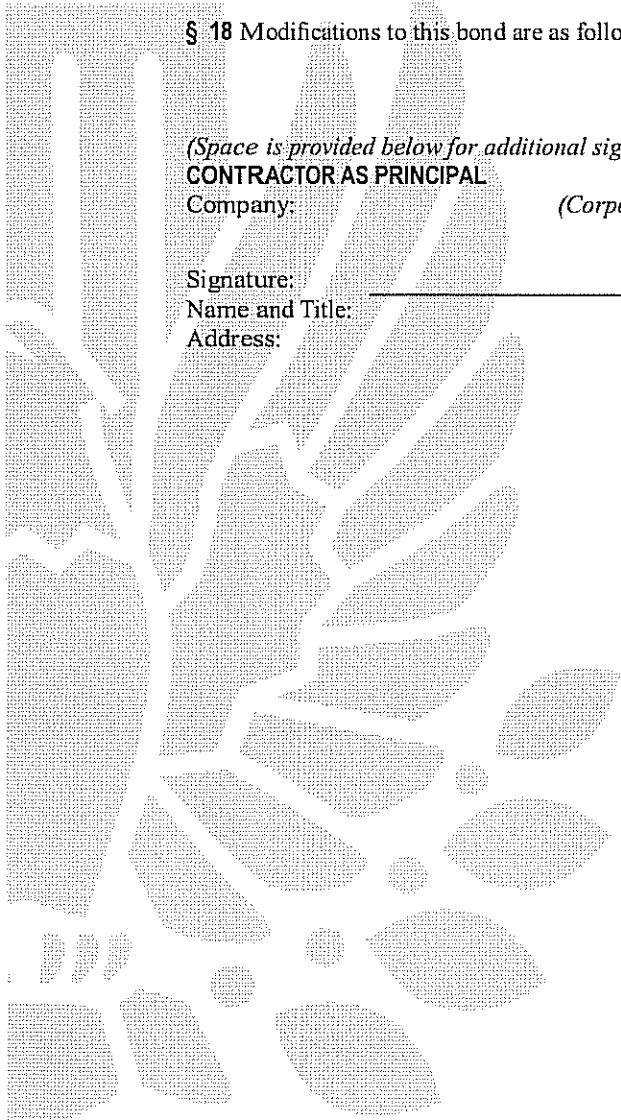
SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



Init.



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Building 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

*Patrick Snodgrass, CPSM
Director of Purchasing*

August 16, 2018

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair.

- I. **A REVISED BID SHEET has been attached to this addendum, which requires acknowledgement of Addendum #1**
- II. **The original plans included in the Invitation to Bid are to be removed and replaced in total with the attached REVISED PLANS**
- III. **Section 8.1, Compliance with the Davis-Bacon Act, shall be removed in its entirety**
- IV. **The Sign in Sheet for the August 13, 2018 Pre-Bid Meeting has been attached to this addendum**
- V. **The following is a list of questions that were asked along with the responses:**
 1. **Question:** Are there any pipe rehabilitation involved?
Answer: Yes.
 2. **Question:** If yes, what are the approximate lengths, sizes and types of the pipes to be rehabilitated on the project?
Answer: Replace 24' of 42" pipe.
 3. **Question:** What type of rehabilitation will be used on the pipes? If it's Cured-in-Place Pipe (CIPP) lining, will it be heat-cured or light-cured?
Answer: Replacement.
 4. **Question:** Will the pipes be cleaned and/or televised before and after rehabilitation?

Answer: No.

5. **Question:** What are the lengths and sizes of the pipes to be cleaned and/or televised?

Answer: N/A

6. **Question:** How much is the required bid bond for the project?

Answer: Bid bond is not required.

7. **Question:** How much is the estimated cost of the project?

Answer: Less than \$100,000.

8. **Question:** Do you have any further details you wish to provide?

Answer: No

9. **Question:** Is a bid bond required, and if so, should a standard AIA form be used?

Answer: Bid bond is not required.

10. **Question:** Please clarify the liquidated damages in this contract. Item 26 in the General Conditions only addresses LDs for a unit price bid.

Answer: Liquidated Damages are not included as part of this contract. Unjustified delays and performance issues will be addressed via performance bond and/or contract default and termination clauses.

Thank you for your continued participation in the bid process.

Sincerely,



Patrick Snodgrass
Director of Purchasing

REVISED BID SHEET

Having become familiar with the local conditions affecting the cost of work at the place where work is to be executed and having carefully examined the site conditions as they currently exist, and having carefully examined Bid documents titled Bid #2018-30 Landrum Middle School Drainage Culvert & Pipe Damage Repair together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposed and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the work by the aforesaid Bid Documents.

Landrum Middle School Drainage Culvert & Pipe Damage Repair

Lump Sum Consideration of:

_____ Dollars (\$ _____)

In responding to this bid I acknowledge receipt of Addendum #1

Company Name: _____

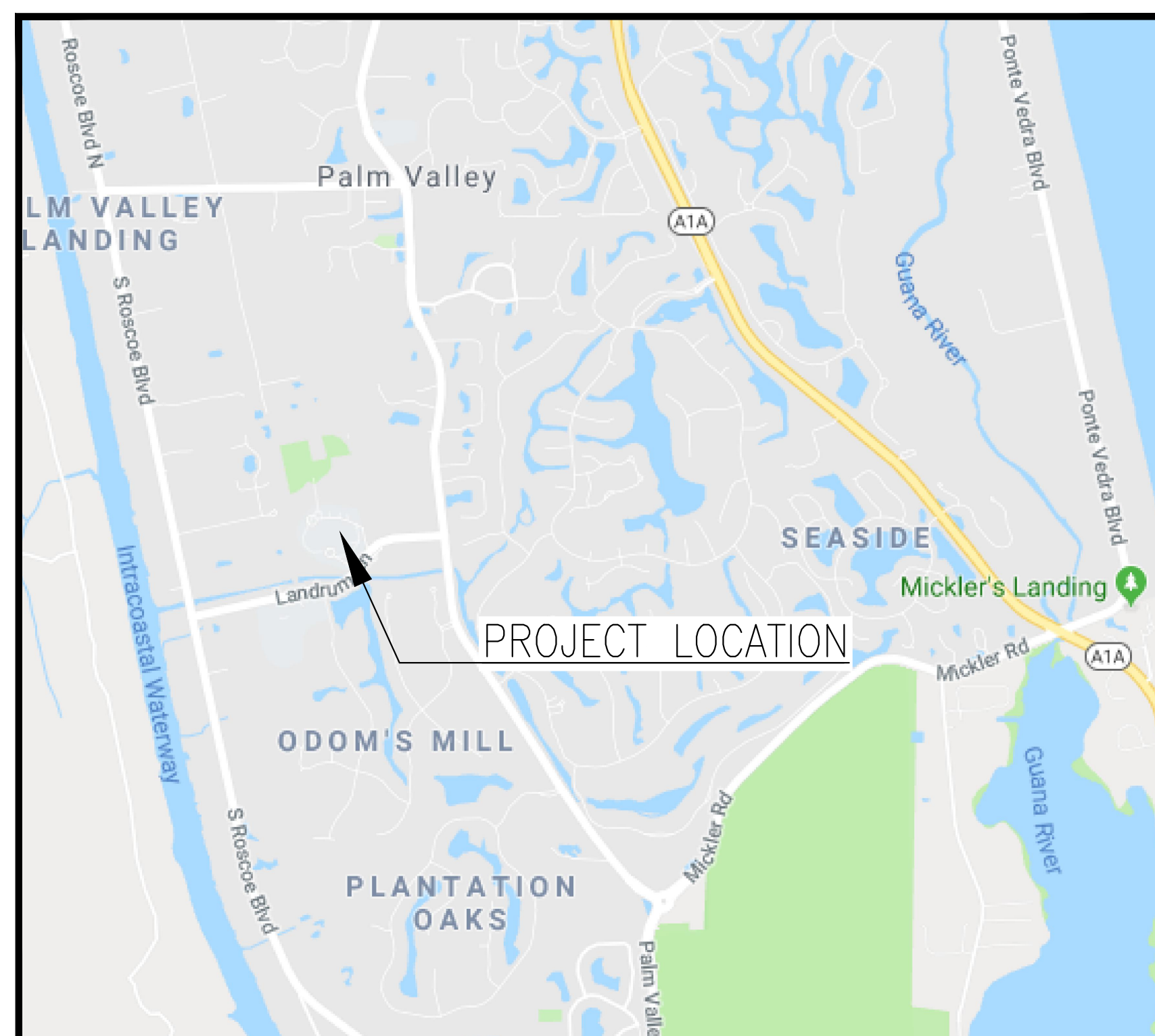
Authorized Signature: _____

Print Name: _____

Date: _____

LANDRUM MIDDLE SCHOOL DRAINAGE CULVERT & PIPE DAMAGE REPAIR

FOR ST. JOHNS COUNTY SCHOOL DISTRICT



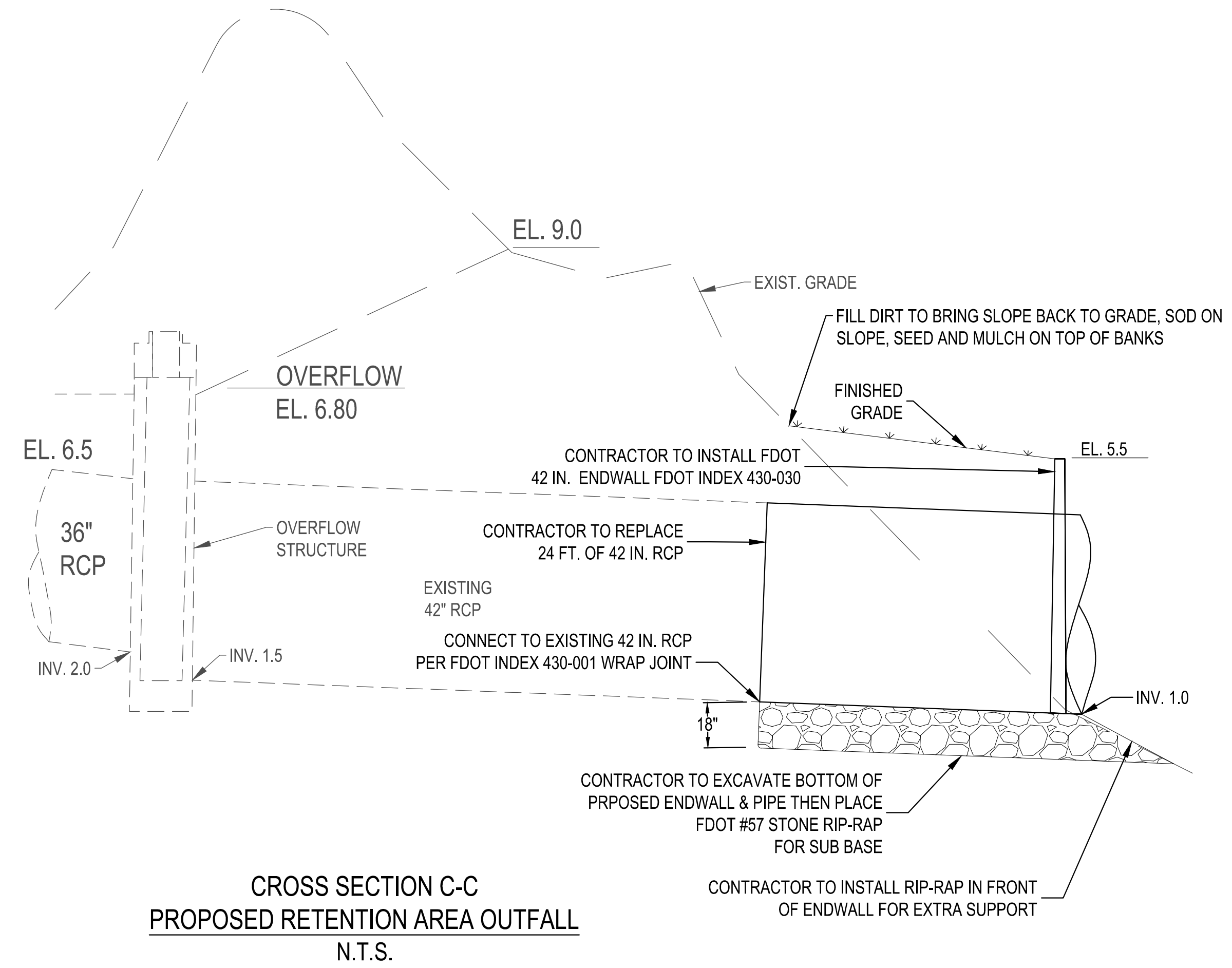
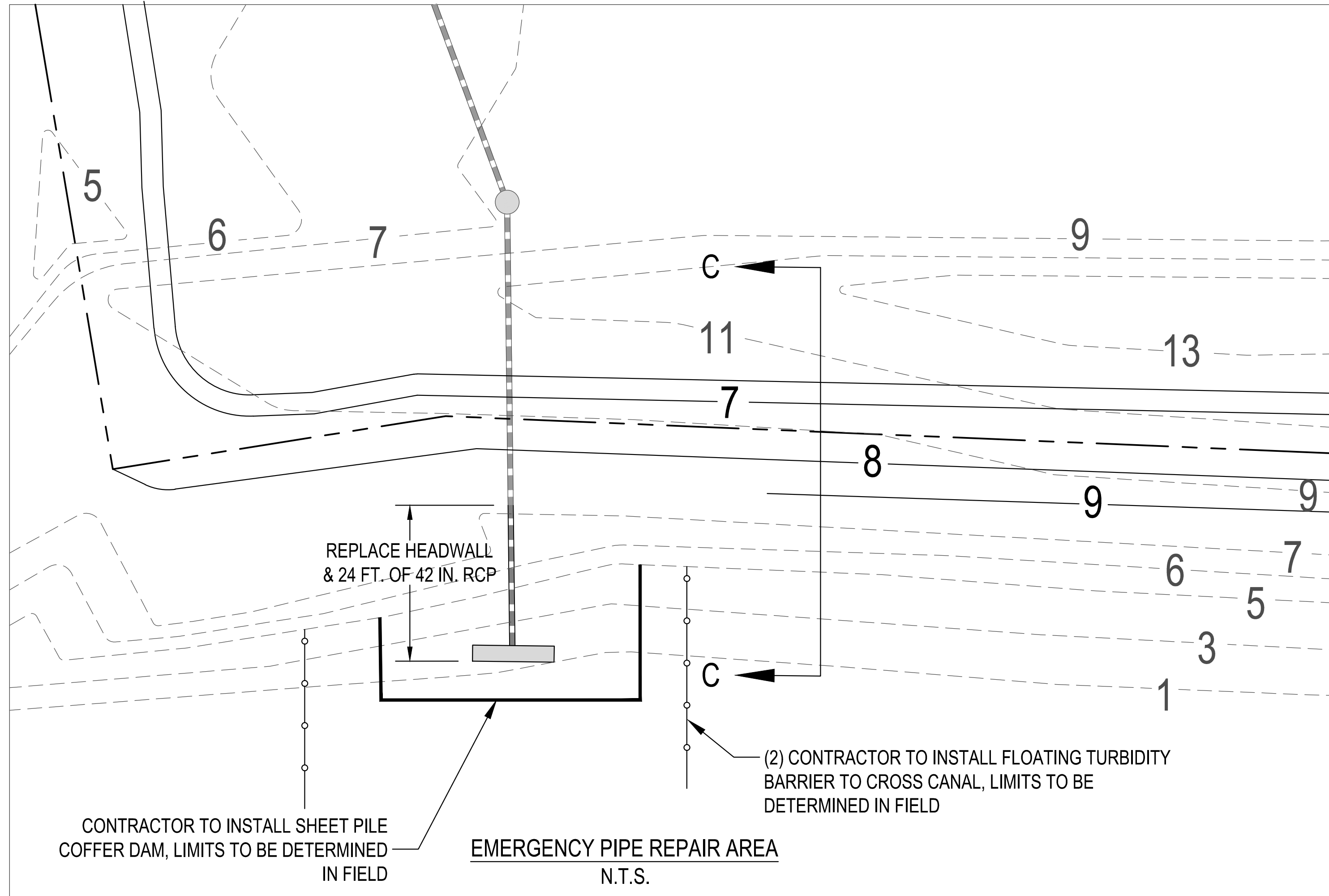
LOCATION MAP

INDEX OF DRAWINGS	
SHEET NO.	TITLE
C-1 of 4	GENERAL NOTES
C-2 of 4	EXISTING CONDITIONS EXHIBIT
C-3 of 4	PIPE REPAIR PLAN AND DETAIL
C-4 of 4	EROSION CONTROL DETAILS



7400 BAYMEADOWS WAY, SUITE 220
JACKSONVILLE, FLORIDA 32256
E. B. NO. 5288

PHONE (904) 448-5300
FAX (904) 448-0401
www.stonejoca.com



BASED ON INFORMATION FROM THE LANDRUM ROAD CANAL ASSOCIATION, THE DEPTH OF THE CANAL IS 6 FT. FOR INQUIRIES, CONTACT ROBERT FEHR @ 904-671-4766

Time: 3:19:00 PM Date: 08/16/2018 DWG Name: S:\projects\2551 - Landrum Middle School\Coold\Shr01_04set.dwg



PAUL E. INA
P.E. NO. 48878

LANDRUM MIDDLE SCHOOL DRAINAGE CULVERT & PIPE DAMAGE REPAIR

FOR ST. JOHNS COUNTY SCHOOL DISTRICT

PIPE REPAIR PLAN AND DETAILS

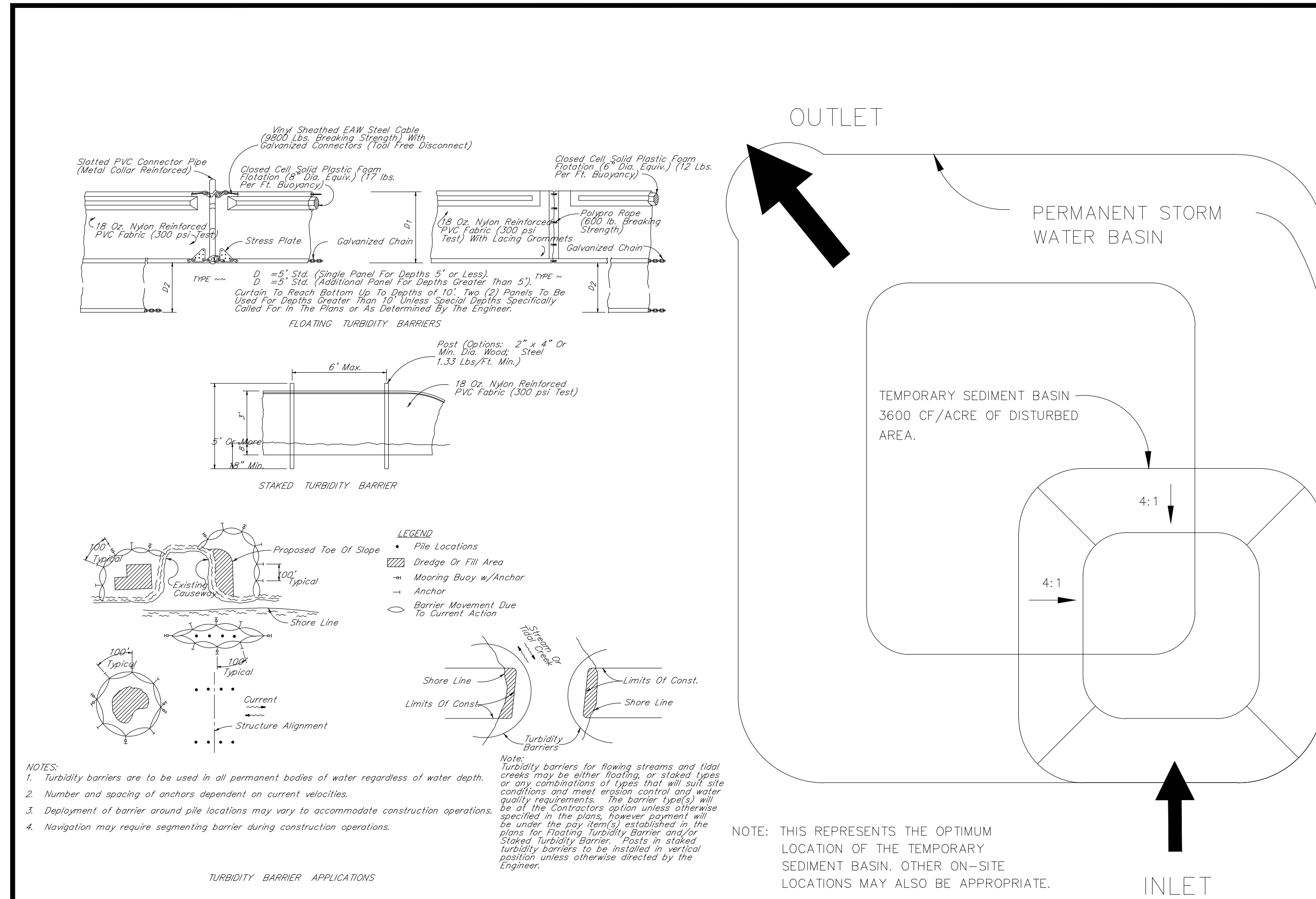
REVISIONS

PLOT DATE: 08/16/2018
DRAWN BY: CK
DESIGNED BY: RDP
CHECKED BY: PEI
SCALE: N.T.S.
JOB NO.: 2551.00

SHEET NO.

C-3

BID #2018-30 REVISED PLANS

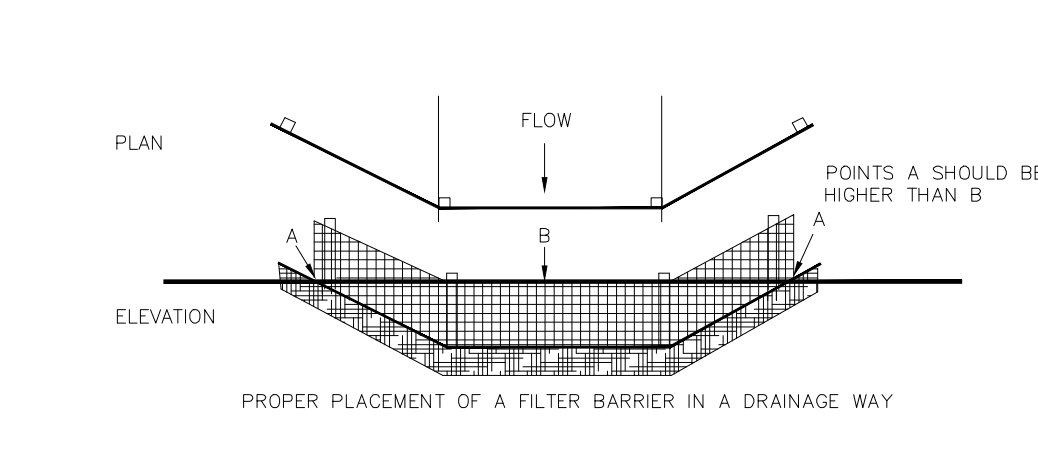
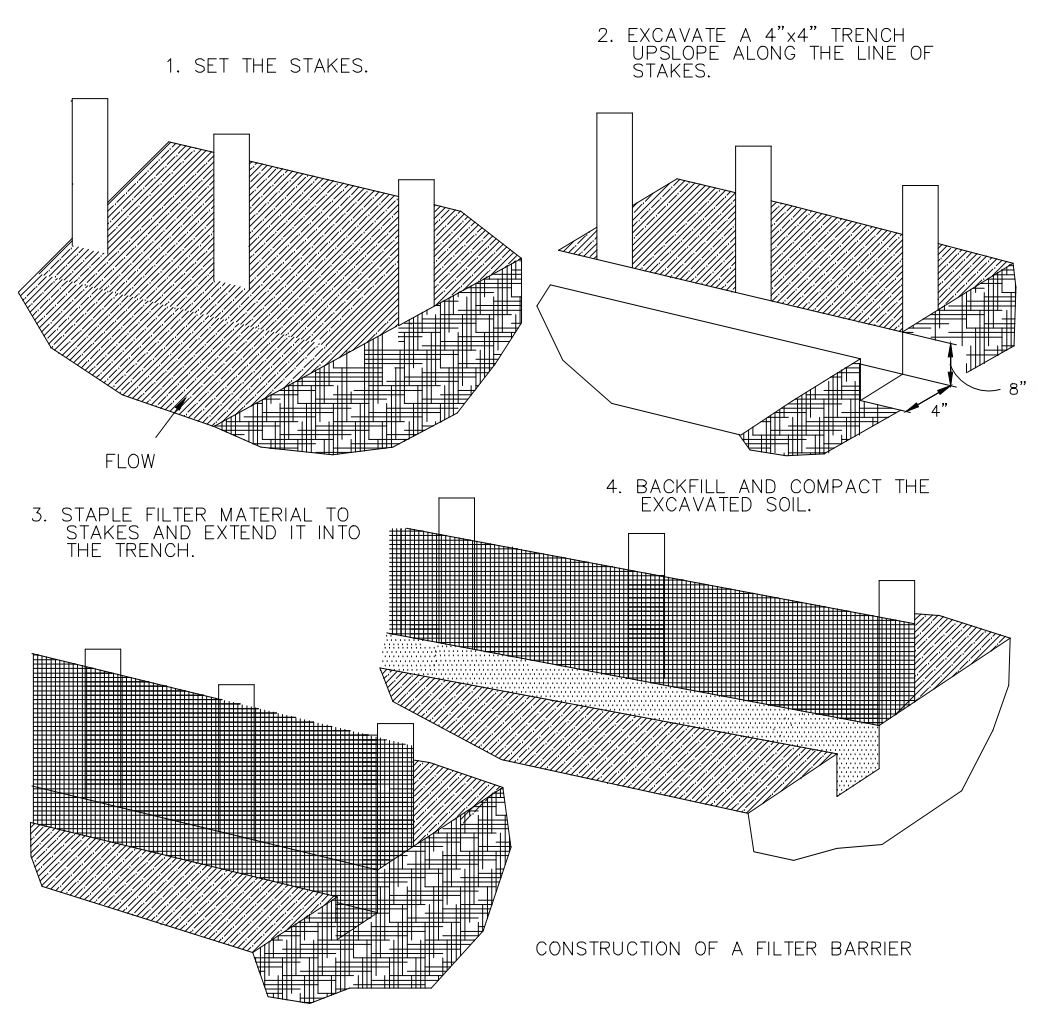
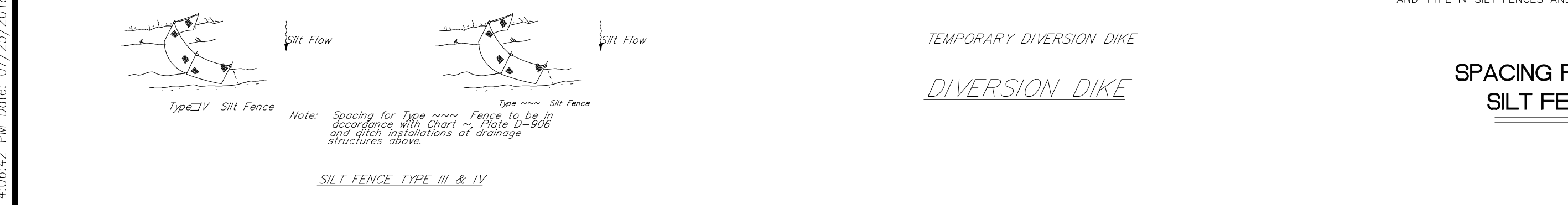
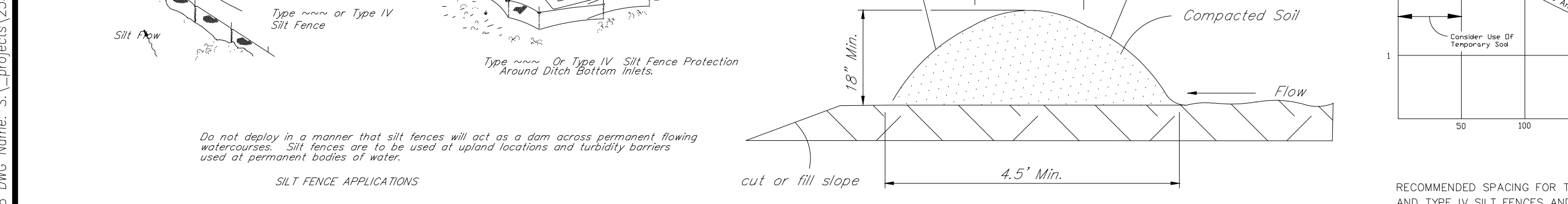
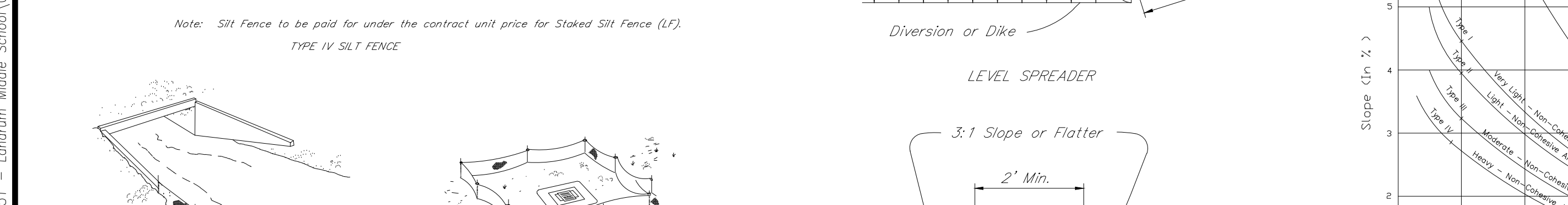
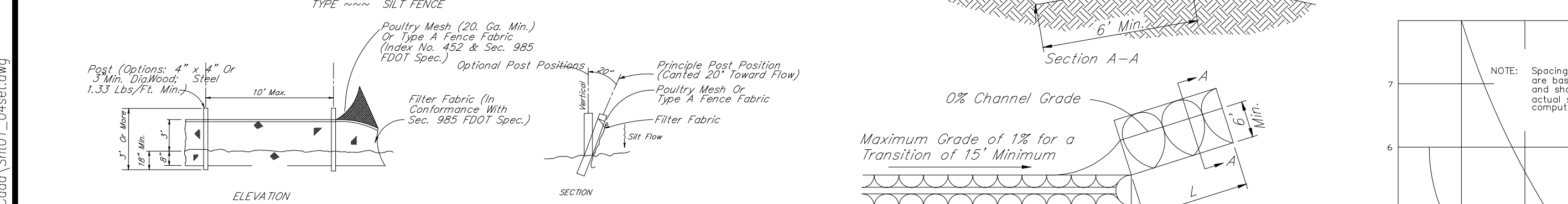
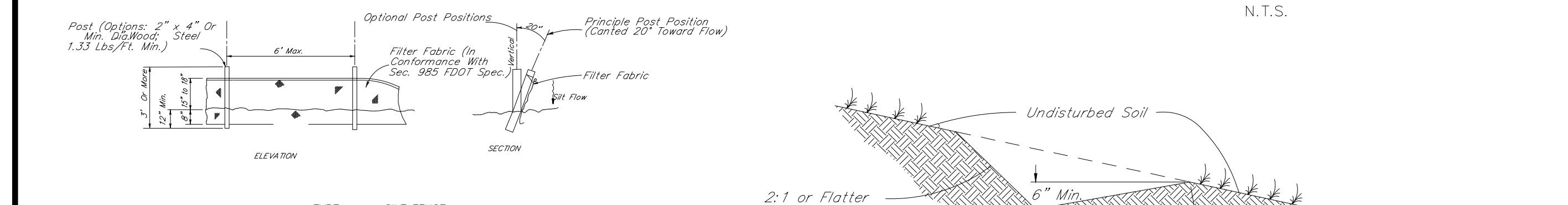


TURBIDITY BARRIERS

LEGEND

- Pile Locations
- ▨ Dredge or Fill Area
- Mooring Buoy #/Anchor
- Anchor
- Barrier Movement Due To Current Action

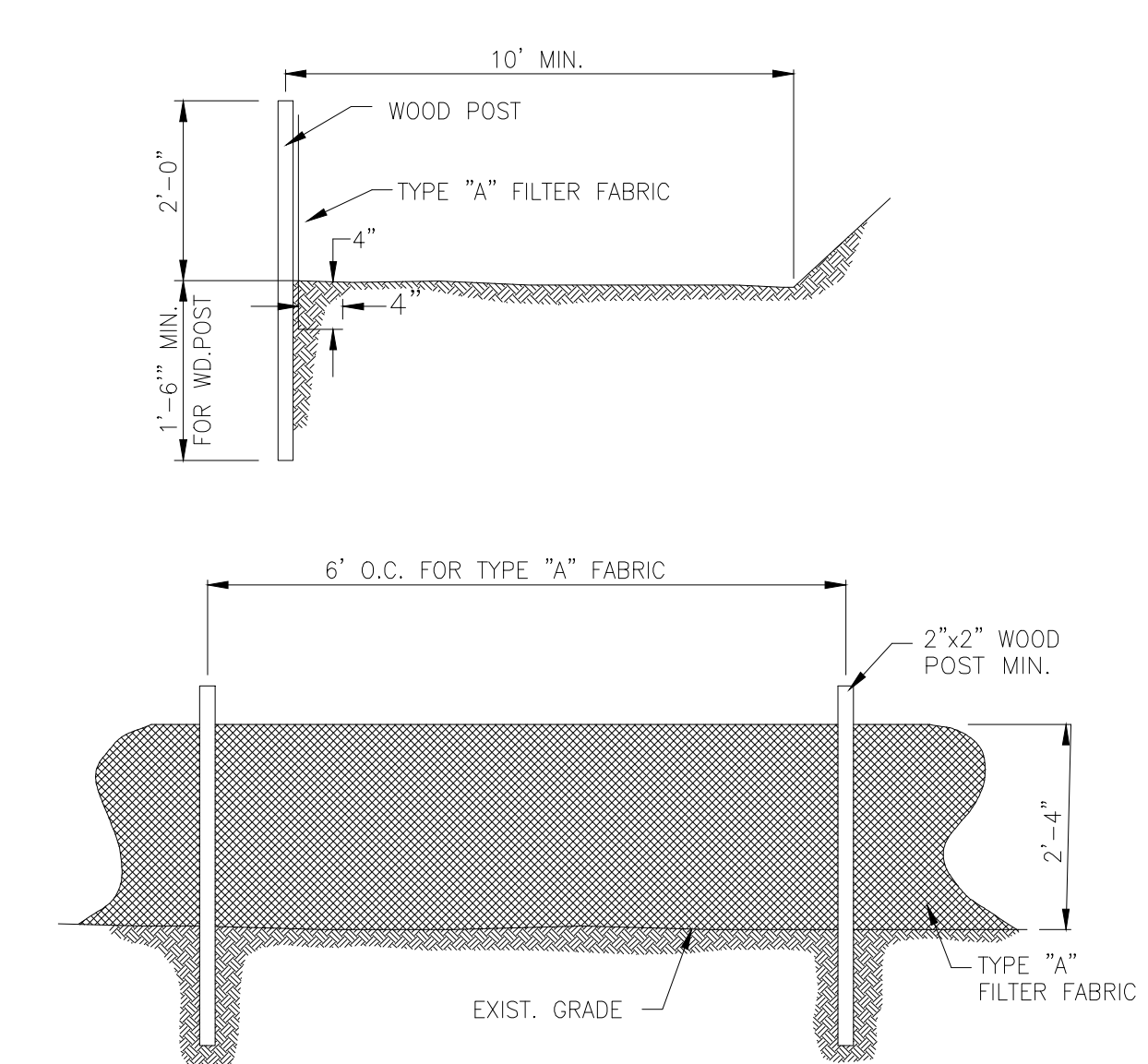
NOTE: Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types, or any combination of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be under the job item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.



CONSTRUCTION OF A FILTER BARRIER

PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY

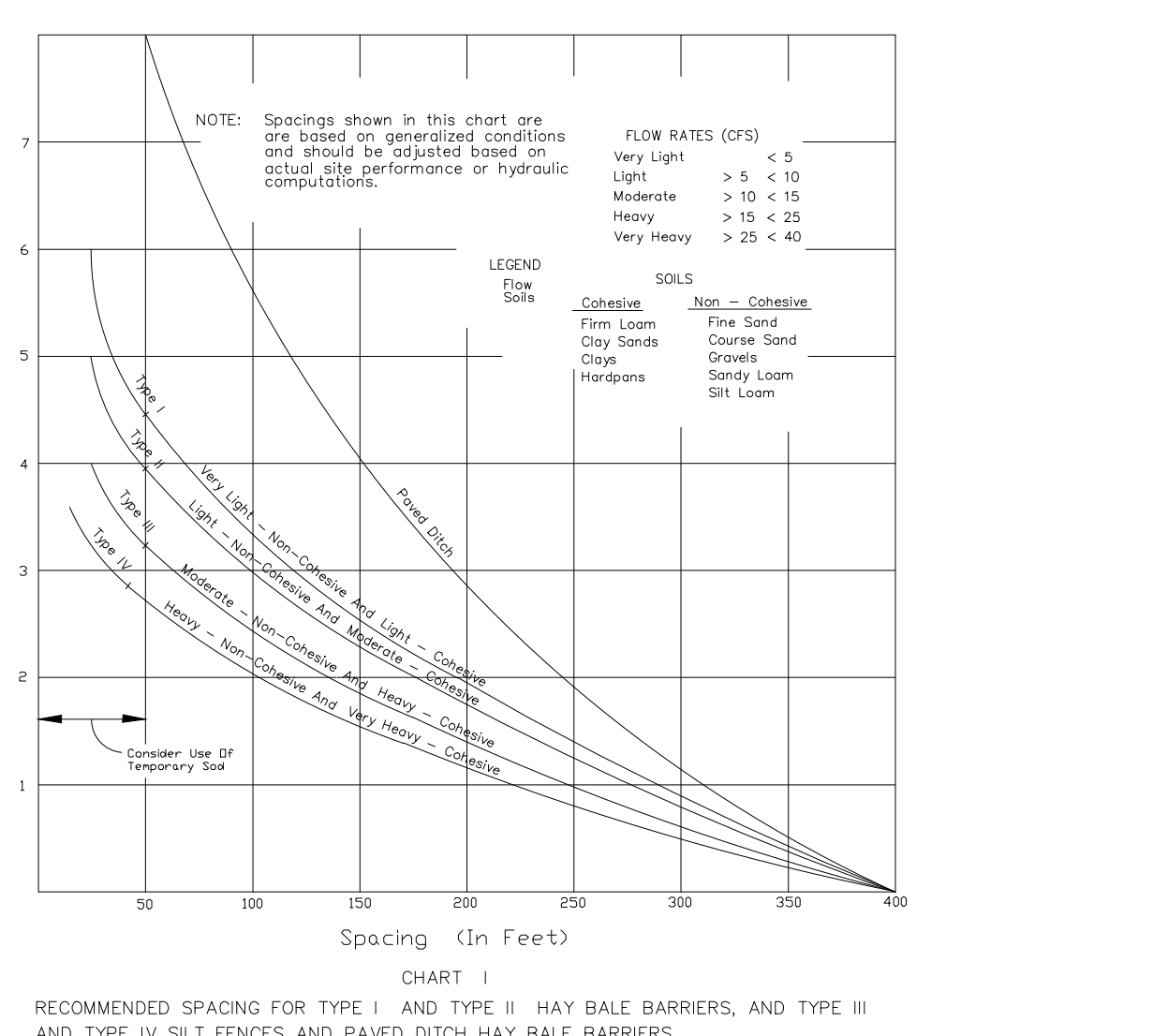
N.T.S.



TEMPORARY SILT FENCE

Site Conditions	Seeding Mixtures	Seeding Rate		Seeding Dates	Comments
		Per Acre	Per 1000 Ft ²		
High Maintenance Areas	1. Bahiagrass	40-60 lbs	1 lb	2/15-8/1	Use SOE scarified seed
	2. Bahiagrass	40-60 lbs	1 lb	2/15-8/15	Use SOE scarified Bahia seed
	3. Bahiagrass with one of the following:	20-30 lbs	4 oz		Use SOE scarified Bahia seed
General Use	1. Bahiagrass	3 lbs	1.2 oz	9/1-1/1	Inoculate legumes
	2. Bahiagrass (hulled)	8 lbs	3 oz	9/1-1/1	
	3. Bahiagrass with one of the following:	12 lbs	4.5 oz	9/1-1/1	
	4. Bahiagrass	8 lbs	3 oz	9/1-1/1	
	5. Bahiagrass	8 lbs	3 oz	2/15-7/15	
	6. Bahiagrass	4 lbs	1.5 oz	2/15-7/15	
Slopes	1. Sericea lespedeza	40-50 lbs	1.2 lbs	1/1-7/15	For scarified seed
	2. Sericea lespedeza with one of the following:	75 lbs	1.7 lbs	7/15-1/1	For unharmed seed
	3. Sericea lespedeza	15 lbs	7 oz	2/15-8/15	Use seeding rate specified above
Dry/Cool Area	1. Weeping Lovegrass	5 lbs	2 oz	2/15-8/15	Gives quick summer cover
	2. Weeping Lovegrass with one of the following:	5 lbs	2 oz	2/15-8/15	
	3. Weeping Lovegrass	30-40 lbs	12 oz	2/15-8/15	

SEEDING MIXTURES, RATES AND DATES



SPACING RECOMMENDATION FOR SILT FENCES + HAY BALES

N.T.S.

Common Name (Botanical Name)	Seeding Rate	Planting Dates	Comments	
OATS (<i>Avena sativa</i>)	3 Bu	September-February	Will not tolerate flooding, high water table soils.	
RYE (<i>Lolium perenne</i>)	3 Bu	September-February	Tolerates cold and drought.	
BREAD RYEGRASS (<i>Lolium sp.</i>)	1 Bu	September-February		
ANNUAL HYDRGRASS (<i>Elymus multisetus</i>)	60 lbs	1.5 lbs	September-February	Volunteers may return.
CRIMSON CLOVER (<i>Trifolium incarnatum</i>)	25 lbs	9 oz	September-November	Annual winter legume. Inoculate seed at 5 times recommended rate. Does poorly on deep dry sands, will not tolerate flooding.
RED CLOVER (<i>Trifolium pratense</i>)	15 lbs	6 oz	September-December	Annual winter legume. Inoculate seed at 5 times recommended rate. Grows best on moist soils, will not tolerate flooding. Easily hurt by drought.
WHITE CLOVER (<i>Trifolium repens</i>)	6 lbs	2.5 oz	September-December	Annual winter legume. Inoculate seed at 5 times recommended rate. Grows best on moist-wet soils, tolerates some flooding.
ANNUAL SWEET CLOVER (<i>Medicago sativa</i>)	15 lbs	6 oz	September-December	Annual winter legume. Inoculate seed at 3-5 times recommended rate. Grows well on both flatwoods and upland soils. Will not tolerate flooding.
ARROWLEAF CLOVER (<i>Lupinus sp.</i>)	15 lbs	6 oz	September-December	Annual winter legume. Inoculate seed at 3-5 times recommended rate. Grows on soil top wet for crimson, tolerates some flooding. Use scarified seed.
LIQUE CLOVER (<i>Lupinus sp.</i>)	60 lbs	1.5 lbs	September-December	Annual winter legume. Inoculate seed at 3 times recommended rate. Susceptible to freeze damage at time of emergence. Use scarified seed.
ALEXA (<i>Medicago sativa</i>)	22 lbs	8 oz	September-December	Annual winter legume. Inoculate seed at 5 times recommended rate. Grows best on well-drained, fertile soils. Will not tolerate wet soils.
AUSTRIAN WINTER PEAS (<i>Vicia villosa</i>)	45 lbs	1 lb	September-December	Grows best on well-drained soils with high clay content.
HAIRY VETCH (<i>Vicia villosa</i>)	25 lbs	9 oz	September-December	Grows best on well-drained, loamy soils.
ALFALFA (<i>Medicago sativa</i>)	15 lbs	6 oz	September-December	Warm season annual legume. Grows best on well-drained sandy soils.
COMMON LESPEDECA (<i>Lespedeza striata</i>)	30 lbs	11 oz	March-July	Warm season annual. Heads inoculation on eroded soils. Grows best on well-drained soils. Can also use Subgrass alone.
HARY INDIGO (<i>Indigofera tinctoria</i>)	8 lbs	3 oz	March-July	Short-lived perennial. Some drought resistance. Grows best on sandy loam. Fairly drought resistant.
JOINT VETCH (<i>Aeschynomene americana</i>)	8 lbs	3 oz	March-July	Warm season annual legume. Most suitable of summer legumes for use in low, wet areas.
BULLT (<i>Sesbania</i>)	30 lbs	11 oz	March-July	Warm season annual. Does not tolerate flooding. Grows best in fertile, moist soils. Pearl and Brawtop are good varieties to use.
SESBANIA (<i>Sesbania macrocarpa</i>)	30 lbs	11 oz	March-July	Warm season annual legume. Warm soil under extremely wet conditions.
SORGHAM SUNDANGRASS (<i>Sorghum macrocarpa</i>)	30 lbs	11 oz	March-July	Warm season annual. Rapid grower. Tolerates dryer soils than millet. Grows best on well-drained soils. Can also use Subgrass alone.
KEEPING LOVEGRASS (<i>Eragrostis curvula</i>)	5 lbs	2 oz	March-August	Short-lived perennial, 2-3 years. Tolerates hot, dry slopes and acid, infertile soils.

TEMPORARY SEEDING PLANT MATERIALS

Usually mixtures of the above plant materials are better than a single plant alone. Each of the legumes discussed above can be grown in mixture with annual ryegrass and/or the small grains. In a two-crop mixture cut the seeding rate of each crop to one-half of the recommended planting rate when grown alone. Simultaneous plant types in a mixture requires approximately one-third of the normal seeding rate for each plant. In a three plant mixture containing a single legume, the legume should be planted at one-half of the pure stand seeding rate.

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LANDRUM MIDDLE SCHOOL DRAINAGE CULVERT & PIPE DAMAGE REPAIR FOR ST. JOHNS COUNTY SCHOOL DISTRICT

EROSION CONTROL DETAILS

REVISIONS

PLOT DATE: 07/25/2018
 DRAWN BY: CK
 DESIGNED BY: RDP
 CHECKED BY: PET
 SCALE: N.T.S.
 JOB NO.: 2551.00

SHEET NO. C-4

Time: 4:06:42 PM Date: 07/25/2018 DWG Name: S:\projects\2551 - Landrum Middle School\Cad\SH01_D4set.dwg

