

**THE GOVERNING BOARD OF THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
FCX SAV EXCAVATION – FDOT MITIGATION PROJECT  
INVITATION FOR BID 36037**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 2:00 p.m., October 1, 2020. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Gerald Cahalane, Associate Procurement Specialist, at 386-326-3034 or *Gcahalane@sjrwmd.com*. Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

*Pursuant to the State of Florida Office of the Governor, Executive Order 20-52 (Emergency Management – COVID-19 Public Health Emergency) and the St. Johns River Water Management District Order 2020-05 (SJRWMD F.O.R. No. 2020-10) (Emergency Authorization For Continuity of Operations, Procurement, and Certain Other Measures Made Necessary By COVID-19), public meetings that are a part of District solicitations will be conducted by electronic means (webinar or telephone) during the terms of these orders. These meetings include, but are not limited to, solicitation openings, meetings for evaluation committees, presentations, negotiations, and pre-bid/pre-proposal meetings. **For this solicitation, interested respondents may participate in these meetings via teleconference by calling toll-free at 1-888-585-9008 or 657-220-3242 and entering the conference room number 673-692-503#.***

The Shands Bridge submerged aquatic vegetation (SAV) restoration is proposed to provide a portion of the mitigation required to offset unavoidable adverse impacts associated with the First Coast Expressway (FCX) project. The overall goal of this project is the creation of a SAV habitat adjacent to the existing bridge causeway.

The estimated budget for the project is \$1,000,000.00, with the project occurring in two phases, with the following annual budgets anticipated for each fiscal year:

Fiscal Year: October 1, 2020 – September 30, 2021 .....	\$425,000.00
Fiscal Year: October 1, 2021 – September 30, 2022 .....	\$575,000.00

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

Special accommodations for disabilities may be requested through Gerald Cahalane, Associate Procurement Specialist, at 386-326-3034 or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

A **Non-Mandatory Pre-Bid Conference** is scheduled for **September 15, 2020, at 11:00 a.m.** The pre-bid conference will be held *via teleconference* with the call-in information presented above. The project site is located at North East Side of Shands Bridge in St. Johns County, and the location is open to the public. The purpose of the pre-bid conference is to clarify requirements of this solicitation.

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**INSTRUCTIONS TO RESPONDENTS**

**1. DEFINITIONS**

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (the “Agreement”) that is at the end of these instructions. The Agreement includes these Instructions to Respondents, any addenda published by the District, the bid provided by Respondent (the “Bid”), and all required certifications and affidavits.

**2. CONTRACT ADMINISTRATION**

All inquiries related to this solicitation may only be directed to the Procurement Specialist:

Gerald Cahalane, Associate Procurement Specialist  
 Phone: 386-326-3034  
 Fax: 386-329-4546  
 Email: Gcahalane@sjrwmd.com

Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

**3. WHERE TO DELIVER BID**

The Bid must be submitted in a sealed envelope to:

Gerald Cahalane, Associate Procurement Specialist  
 Attn: Office of Financial Services  
 St. Johns River Water Management District  
 4049 Reid St, Palatka, FL 32177-2571

Respondents must clearly label the Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED BID — DO NOT OPEN  
 Respondent’s Name: \_\_\_\_\_  
 Invitation for Bid: 36037  
 Opening Time: 2:00 p.m.  
 Opening Date: October 1, 2020

Please note that the United States Postal Service does not deliver regular mail or express mail to the above address. The District’s experience is that Federal Express and United Parcel Service will.

**4. OPENING OF BIDS**

Respondents or their authorized agents are invited to attend the opening of the Bids at the following time and place:

2:00 p.m., October 1, 2020  
*Please see special instructions on page 1 regarding necessary teleconferencing information to attend bid opening.*

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

Unless otherwise exempt, Respondent's Bid is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Bid is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its Bid and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Bid for excessive or unwarranted assertion of trade secret confidentiality and return the Bid to Respondent.

## 5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondent must submit its Bid in "digital" format. Instructions for submitting are provided below.

1. Respondents must submit the following fully executed documents on reproduced copies of the attached forms provided in FORMS:
  - a. Bid Form
  - b. Cost Schedule
  - c. Certificate as to Corporation
  - d. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
  - e. Qualifications (General, Similar Projects, Client References, Subcontractors, and other required qualification forms)
  - f. Drug-Free Workplace Form (not required unless there is a tie bid)
2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. Respondent must specify the cost for any one complete bid item or the entire work described in the Agreement (the "Work") in figures as indicated by the spaces provided. In the event you decline to submit a bid, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.
3. Respondent must follow all procedures for digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under "A" above must be completed (typed or hand written) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe)).
5. The file-naming conventions for the bid shall include:
  - g. Bid: IFB # Respondent's name (abbreviated) Due Date  
(Example: IFB 12345 ABC Company 01-15-16)
6. All digitally submitted files shall be saved to a single CD or pin/thumb/jump drive. The CD or pin/thumb/jump drive MUST be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed Bid – DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.
7. Please do NOT password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.

All of the forms and questionnaires in the Invitation for Bids package are available upon request in Microsoft® Word to aid the Respondent in submitting its Bid.

**If you need assistance or have any questions about the format, please call or email Gerald Cahalane at 386-326-3034 or Gcahalane@sjrwmd.com.**

## 6. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Invitation for Bids documents, but the Respondent is ultimately responsible for submitting the Bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests may be submitted by fax at 386-329-4546 or by email at Gcahalane@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

Submission of a Bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Bid, as submitted. All addenda become part of the Agreement.

## 7. BUDGET

The estimated budget for the Work is \$1,000,000.00. The above amount is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

## 8. MINIMUM QUALIFICATIONS

Respondent must use the "Qualification" forms (General, Similar Projects, and Client References) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Bid may be considered non-responsive.

- a. Respondent must have a state of Florida licensed General Contractor or Underground Utility and Excavation Contractor (provide copy of license with submittal).
- b. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least three excavation projects of a similar scope and each qualifying project must include the following type of work: earth work, grading, or excavation in excess of 5-acres within the five years immediately preceding the date for receipt of Bids.
- c. Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least one project of a similar nature within the five years immediately preceding the date for receipt of Bids. The project must have had a project value of at least \$250,000.00.
- d. Respondent must have no less than five years of experience on projects of the nature specified above.

- e. Respondent must provide three client references. Up to two of the client references may be from the similar projects listed in response to subparagraph (a), above. No more than one of the references may be from completed District projects. If a District project is cited, do not request a letter from District staff.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Bid if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

#### 9. **BID GUARANTY**

For the purposes of this Bid, a Bid guaranty is not required.

#### 10. **SUBCONTRACTS**

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent of the Work on the attached "Proposed Subcontractors" form. Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

#### 11. **SIGNATURE AND CERTIFICATION REQUIREMENTS**

An individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal. If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership. If a corporation submits the Bid, an authorized officer or agent must sign the Bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the Bid or in substantial performance of the Work have been identified in the Bid forms.

#### 12. **DISQUALIFICATION OF RESPONDENTS**

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Bid:

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Bid;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;

- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

### 13. REJECTION OF BID

Bids must be delivered to the specified location and received before the Bid opening in order to be considered. Untimely Bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Bid not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Bid.

The District reserves the right to reject any and all Bids and cancel this request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

### 14. WITHDRAWAL OF BIDS

Respondent may withdraw its Bid if it submits such a written request to the District prior to the designated date and hour of opening of Bids. Respondent may be permitted to withdraw its Bid no later than 72 hours after the Bid opening for good cause, as determined by the District in its sole judgment and discretion.

### 15. AWARDING THE AGREEMENT

- a. The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- d. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a

Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.

- e. The District reserves the right to award the Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- f. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

## 16. EXECUTION OF AGREEMENT

Submittal of a Bid binds the Successful Respondent to perform the Work upon acceptance of the Bid and execution of the Agreement by the District.

Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9
- b. Satisfactory evidence of all required insurance coverage
- c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- d. All other information and documentation required by the Agreement

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

## 17. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

## 18. DIVERSITY

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Prime Respondents to make a good faith effort to



ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

#### **19. FLORIDA SALES TAX**

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation for Bids is intended to remain tangible personal property and not become part of a public work owned by the District.

#### **20. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS**

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

#### **21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES**

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, state of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

#### **22. NOTICES AND SERVICES THEREOF**

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwm.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices that are posted on Onvia DemandStar and Vendor Registry are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

**23. PROTEST PROCEDURES**

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

**FORMS**  
**BID FORM**

Include this form in the response

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this bid as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in the Agreement to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the bid opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its bid is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Respondent (firm name) \_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature \_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Typed name and title \_\_\_\_\_  
Fax number

**COST SCHEDULE**

Include this form in the response

Bid to be opened at 2:00 p.m., October 1, 2020

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the FCX SAV Excavation, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

If said bid exceeds the estimated amount previously provided, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF BID DOCUMENTS” for information to be included with the bid package.

The bid will be awarded to the lowest responsive and responsible Respondent for the Total Bid Cost.

<b>Respondent's Name:</b> _____				
<b>IFB 36037 COST SCHEDULE FCX SAV EXCAVATION – PHASE 1 – FY 20/21</b>				
<b>NO.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>ITEM TOTAL</b>
1	TREE PROTECTION (WRAP AND/OR BARRIER MAY BE REQUIRED)	LF	337	\$
2	TURBIDITY BARRIER	LF	750	\$
3	CLEARING & GRUBBING	AC	0.82	\$
4	EXCAVATION (AMOUNT OF METERIAL REMOVED FROM SITE)	CY	3,604	\$
5*	RIP-RAP (FDOT SECTION 530 - 2.1.3. BANK AND SHORE PROTECTION)	TN	2,866	\$
6*	BEDDING STONE (FDOT SECTION 530 - 2.1.4)	TN	568	\$
7**	GEOTEXTILE FABRIC (TENCATE MIRAFI FW404 OR APPROVED EQUAL)	SF	12,736	\$
<b>PHASE 1 - TOTAL COST</b>				\$

\*Rip-Rap unit weight of 150 PCF and bedding stone unit weight of 89.25 PCF.

\*\*Quantity does not include required fabric overlap adjacent or at top and toe. Bidder (Contractor) to determine additional required.

Cost schedule continued on the next page.

<b>Respondent's Name:</b> _____				
<b>IFB 36037 COST SCHEDULE FCX SAV EXCAVATION – PHASE 2 – FY 21/22</b>				
<b>NO.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>ITEM TOTAL</b>
1	TREE PROTECTION (WRAP AND/OR BARRIER MAY BE REQUIRED)	LF	975	\$
2	TURBIDITY BARRIER	LF	1,110	\$
3	CLEARING & GRUBBING	AC	2.26	\$
4	EXCAVATION (AMOUNT OF METERIAL REMOVED FROM SITE)	CY	14,831	\$
5*	RIP-RAP (FDOT SECTION 530 - 2.1.3. BANK AND SHORE PROTECTION)	TN	7,629	\$
6*	RIP-RAP (FDOT SECTION 530 - 2.1.3.2 DITCH LINING)	TN	405	\$
7*	BEDDING STONE (FDOT SECTION 530 - 2.1.4)	TN	1,513	\$
8**	GEOTEXTILE FABRIC (TENCATE MIRAFI FW404 OR APPROVED EQUAL)	SF	33,905	\$
<b>PHASE 2 - TOTAL COST</b>				<b>\$</b>

\*Rip-Rap unit weight of 150 PCF and bedding stone unit weight of 89.25 PCF.

\*\*Quantity does not include required fabric overlap adjacent or at top and toe. Bidder (Contractor) to determine additional required.

**TOTAL BID COST – PHASE 1 & PHASE 2** \_\_\_\_\_

Cost schedule continued on the next page.

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the State of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this bid and upon award of such bid, shall fully comply with such terms and conditions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent (firm name)

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Fax number

PROPOSED SUBCONTRACTORS

Include this form in the response

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors.

1. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

2. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

3. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

4. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

5. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

6. Name and address of subcontractor: \_\_\_\_\_

\_\_\_\_\_  
Description of work: \_\_\_\_\_

\_\_\_\_\_  
Estimated value of Work: \_\_\_\_\_

CERTIFICATE AS TO CORPORATION

Include this form in the response

The below Corporation is organized under the laws of the State of \_\_\_\_\_; is authorized by law to respond to this Invitation for Bids and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Corporation name: \_\_\_\_\_

Address: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

By: \_\_\_\_\_

(Official title)

(Affix corporate seal)

Attest: \_\_\_\_\_

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

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

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

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

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.



AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

Include this form in the response

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, \_\_\_\_\_ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

\_\_\_\_\_ the Respondent that has submitted the attached bid.

2. The attached bid is genuine. It is not a collusive or sham bid.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid in connection with the Agreement for which the attached bid has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid of any other Respondent, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public, state of \_\_\_\_\_ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

As part of the bid, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

Name of Respondent: \_\_\_\_\_

Respondent’s tax identification No.: \_\_\_\_\_

Year company was organized/formed: \_\_\_\_\_

Number of years Respondent has been engaged in business under the present firm or trade name: \_\_\_\_\_

Total number of years Respondent has experience in similar projects for earthwork grading and excavation in excess of 5 acres (please reference Minimum Qualifications section of this bid packet for additional information) INSTRUCTIONS TO RESPONDENTS: \_\_\_\_\_

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

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

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

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

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

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

QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least one similar projects within the three years immediately preceding the date set for receipt of the response, as described in the INSTRUCTIONS TO RESPONDENTS. Each project shall have had a project value of at least \$250,000.00. (Add additional sheet for optional additional completed projects.)

**Completed Project 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**Name(s) of assigned personnel:**

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**Completed Project 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**Name(s) of assigned personnel:**

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

QUALIFICATIONS — CLIENT REFERENCE

Include this form in the response

Respondent shall provide three client references, which may include the similar projects listed above. No more than one reference shall be from the District. (For similar projects listed above, simply state “Similar Project No. \_\_\_.”)

**Client Reference 1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

**Client Reference 2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

**Client Reference 3:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Agency/Company Address: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Project manager: \_\_\_\_\_

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

The Respondent, (business name) \_\_\_\_\_, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs 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
2. Publishes a statement notifying employees that
  - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
  - b. as a condition of working on the contractual services that are the subject of this solicitation, 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, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes 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 convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NO RESPONSE FORM  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
INVITATION FOR BIDS 36037

Your reasons for not responding to this Invitation for Bids are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- Specifications too "general" (explain below)
- Insufficient time to respond to the solicitation
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet solicitation specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

RESPONDENT (FIRM NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TYPED NAME AND TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

**AGREEMENT BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND \_\_\_\_\_ FOR FCX SAV EXCAVATION  
FDOT MITIGATION PROJECT**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and \_\_\_\_\_ (“Contractor”), whose address is \_\_\_\_\_ . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 36037, FCX SAV Excavation (the “Work”). In accordance with IFB 36037, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date for Phase I of this Agreement is Date-Expiration \_\_\_\_\_, unless extended by mutual written agreement of the parties. Phase I of the Work shall be completed for use no later than said date. Vendor ID shall not commence work on subsequent phases of the Agreement until the current phase has been completed and approved by the District and a written Notice to Proceed has been issued for the next phase.

- 2. **Commencement of Work.** Contractor shall commence the Work within 15 days of the Effective Date. This date shall be known as the “Commencement Date.” Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.
  - a. Commencement of Work. Contractor shall commence the Work upon the issuance of a Notice to Proceed by the District. This date shall be known as the “Commencement Date.” Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

### 3. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be one half of one percent (.5%) of the total contract amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the District for non-performance.
- (b) Contractor shall not be charged with liquidated damages or any excess cost when the District determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

### 4. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

- 5. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

### 6. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor a sum not to exceed \$ \_\_\_\_\_ (the "Total Compensation"). The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations for each District fiscal year:



Fiscal Year: October 1, 2020 – September 30, 2021	Amount:..... \$	\$425,000.00
Fiscal Year: October 1, 2021 – September 30, 2022	Amount:..... \$	\$575,000.00

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

## 7. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices on a monthly basis for the work by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
8. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
9. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this contract.
10. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.
11. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
12. **PROJECT MANAGEMENT PERSONNEL**
- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and

shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email or fax are deemed delivered on the date transmitted and received.

DISTRICT

Ryan Spohn, Project Manager  
St. Johns River Water Management District  
7775 Baymeadows Way, Suite 102  
Jacksonville, FL 32256-7538  
Phone: 904-448-7914  
Email: Rspohn@sjrwmd.com

CONTRACTOR

TBD, Project Manager  
TBD  
TBD  
TBD  
Phone: TBD  
Email: TBD

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep, on the worksite during its progress, a competent superintendent that is satisfactory to the District. The superintendent shall not be changed except with the District's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

### 13. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
1. **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
  2. **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

#### 14. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

#### 15. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."
- (b) **Change Orders**

- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

## 16. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the

Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in

accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS  
(In Alphabetical Order)**

**17. DEFINITIONS**

**ADDENDA:** Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

**AGREEMENT:** The written contract between the District and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

**AMENDMENT:** Any written change made to the terms and conditions of the Agreement.

**BID:** The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

**BUSINESS DAY:** Monday through Friday, excepting those holidays observed by the District – New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (and Friday), and Christmas Day.

**CHANGE ORDER:** A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or provide for an extension of time.

**CONTRACTOR:** Contractor, its officers, employees, agents, successors, and assigns.

**CONTRACTOR'S PROJECT MANAGER:** The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

**INVITATION FOR BIDS:** An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

**INSPECTOR:** The District's Project Manager or an authorized representative of the District who is assigned to inspect the Work.

**PERSON:** Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

**STATEMENT OF WORK:** The District's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

**SUBCONTRACTORS:** Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

**TOTAL BID:** The total cost to be paid to Contractor for completion of the Work.

**TOTAL COMPENSATION:** The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

**WORK:** All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

## 18. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than 15% of the total cost of the Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District. Contractor shall be allowed a maximum 15% markup of their subcontractor's work for oversight and management.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

19. **AUDIT; ACCESS TO RECORDS.** Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

20. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

21. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

## 22. COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS

- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance.



Contractor shall be liable for any damage it causes to the work performed by other District contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

## 23. **CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

## 24. **DISPUTE RESOLUTION**

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

- 25. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The District will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

**26. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

27. **EMPLOYMENT ELIGIBILITY.** Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this Agreement's Effective Date, Contractor must provide the District with evidence that Contractor is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

28. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by

one of the parties. As used herein, “shall” is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney’s fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

29. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
30. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor’s employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor’s duties include, but not be limited to: (1) providing Workers’ Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor’s duties hereunder or alter Contractor’s status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
31. **INSPECTION OF WORK.** Any and all materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. The Work and all materials or equipment used therefor are subject to inspection by the District at all times in order to ensure compliance with this Agreement. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the District. The District’s Project Manager and inspector(s) shall be provided access and proper facilities for inspection of the Work wherever it is in preparation or progress. The District may reject all Work and materials that do not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the District. Notice shall be given to the District of any defective material.
32. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the District releases of all labor and material cost liens arising from Contractor’s performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the District a bond satisfactory to the District, indemnifying the District against any such potential lien. If any lien or potential lien remains unsatisfied, the District may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In

the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the District all monies that the District paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the District shall not constitute a waiver of any claims of defenses that Contractor may have against the lienor.

33. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
34. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
35. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.
36. **PUBLIC RECORDS**
- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
  - (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
  - (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
    - (i) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not

possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.

- (ii) Upon request from the District's custodian of public records, Contractor shall provide the 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, Fla. Stat., or as otherwise provided by law.
- (iii) Contractor shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- (iv) Upon completion of the Agreement, Contractor shall transfer, at no cost to District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

**(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**District Clerk  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2571  
(386) 329-4127  
[clerk@sjrwm.com](mailto:clerk@sjrwm.com)**

37. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.

**38. REMEDIES FOR NON-PERFORMANCE**

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third

party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.

- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.
39. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.
40. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of

any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

41. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
42. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
43. **WARRANTY**
- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the District may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the District for all expenses reasonably incurred in performing such corrective action.
44. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director, or designee

By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

**Attachments:**

- Attachment A — Statement of Work/Technical Specifications
- Attachment B — Insurance Requirements
- Attachment C — District’s Supplemental Instructions (sample)
- Attachment D — Contract Payment Requirement for State-Funded Cost Reimbursement Contracts



## **ATTACHMENT A — STATEMENT OF WORK FCX SAV EXCAVATION FDOT MITIGATION PROJECT**

### **I. Introduction/Background**

The Shands Bridge submerged aquatic vegetation (SAV) restoration is proposed to provide a portion of the mitigation required to offset unavoidable adverse impacts associated with the First Coast Expressway (FCX) project.

The existing bridge was dedicated in October of 1963. The bridge is 6,662-feet long and anchors to man-made causeways extending into the river on both the east and west side. The west side causeway extends approximately 580-feet into the river and the east side extends approximately 1,300-feet into the river. The SAV restoration area consists of excavating the existing road causeway to restore 2.21-acres of river bottom. The elevation of the scrape down area will be matched to the elevation in the adjacent submerged community. The excavation will reestablish the natural hydrology present before the bridge causeway was constructed. The submerged aquatic vegetation will be harvested from the adjacent impact site to replant the restored wetlands with appropriate species. The mitigation area will be below the mean high water line (MHW) upon completion of the project.

### **II. Objectives**

The overall goal of this project is the creation of a SAV habitat adjacent to the existing bridge causeway by site grading to create 2.21-acres of created and restored wetlands adjacent to the St Johns River.

### **III. Project Location**

The SAV mitigation area is located along the eastern causeway of the State Road 16, Shands Bridge in St Johns and Clay counties. (Figure 1)

### **IV. Project Description**

The proposed work will include grading of the 2.21-acres of causeway to create river bottom as depicted on Figure 2 and the attached 90% engineered plans. The grading will move approximately 18,435-cubic yards of material from the existing causeway and create additional river bottom community. Estimated quantities are outlined in the cost schedule, taken from the attached 90% design engineering plans.

### **V. Work Specification**

- CONTRACTOR will mobilize necessary equipment needed to execute the work aforementioned in the Scope of Services to the jobsite. The staging area for work will be in along SR 16 causeways as depicted in Figure 2. SR 16, Shands bridge is a active highway bridge over the St Johns River with limited access along the causeway. Traffic flow along the road and shoulder cannot be altered during construction.
- CONTRACTOR will install all necessary sediment and erosion control devises and structures around all construction areas to ensure the containment of sediments into adjacent wetlands or surface waters.
- CONTRACTOR will coordinate with DISTRICT representatives to establish construction limits the project boundaries and for the limits of the wetland restoration and creation areas.

- CONTRACTOR will grade the 2.21-acre site according to the attached engineering plans from Four Waters Engineering.
- The DISTRICT PROJECT MANAGER and the CONTRACTOR will meet in the field quarterly to review the progress.
- CONTRACTOR shall be responsible for removing all trash and debris associated with the project from the job site.
- Work area shall be kept clear of rubbish. Discharge of petroleum products or other harmful material is prohibited on the property. Should any harmful material be discharged, the DISTRICT PROJECT MANAGER shall be immediately notified. CONTRACTOR shall be responsible for all cost associated with any resulting clean up and remediation.
- CONTRACTOR shall be responsible for complying with all federal, state, and local laws pertaining to project or project activities including locating any utilities.
- CONTRACTOR will provide an field located topographic survey of grades along the 6-cross sections (three north of the road and three south of the road) to insure finish grades are consistent with the proposed design elevations.
- CONTRACTOR is responsible for adhering to the Maintenance of Traffic (MOT) as shown on the attached engineering plans.
- DISTRICT PROJECT MANAGER has state and federal permits authorizing this activity. FDOT authorization for work on their property is forthcoming and St Johns County has approved this work.
- DISTRICT PROJECT MANAGER will evaluate site work prior to billing. If work is found to be unsatisfactory, CONTRACTOR will be notified and has 30 days to resolve. If problems are not resolved within 30 days of notification, DISTRICT PROJECT MANAGER reserves right to offer remainder of contract to next lowest bidder.

## **VI. Time Frame and Deliverables**

Work shall begin within thirty (30) days after execution of the agreement and run until September 30, 2022. The North side of the project will be completed in fiscal year 2020-2021 and the South side of the project will be completed in fiscal year 2021-2022. It is estimated that the Contract will be executed in November, 2020. The DISTRICT reserves the right to terminate this AGREEMENT at any time during the above listed timeframe if CONTRACTOR'S work is found to be sub-standard and CONTRACTOR makes no effort to rectify deficiencies, or if funding is no longer available for the project.

## **VII. Contract Budget and Payment Schedule:**

The District has allocated \$425,000 in 2020-2021 and \$575,000 in 2021-2022 for this project.

Contractor may invoice for completed activities following inspection by the District's Project Manager no more frequent than monthly. Invoices shall be submitted to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) after the DISTRICT PROJECT MANAGER determines evaluation criteria have been met.

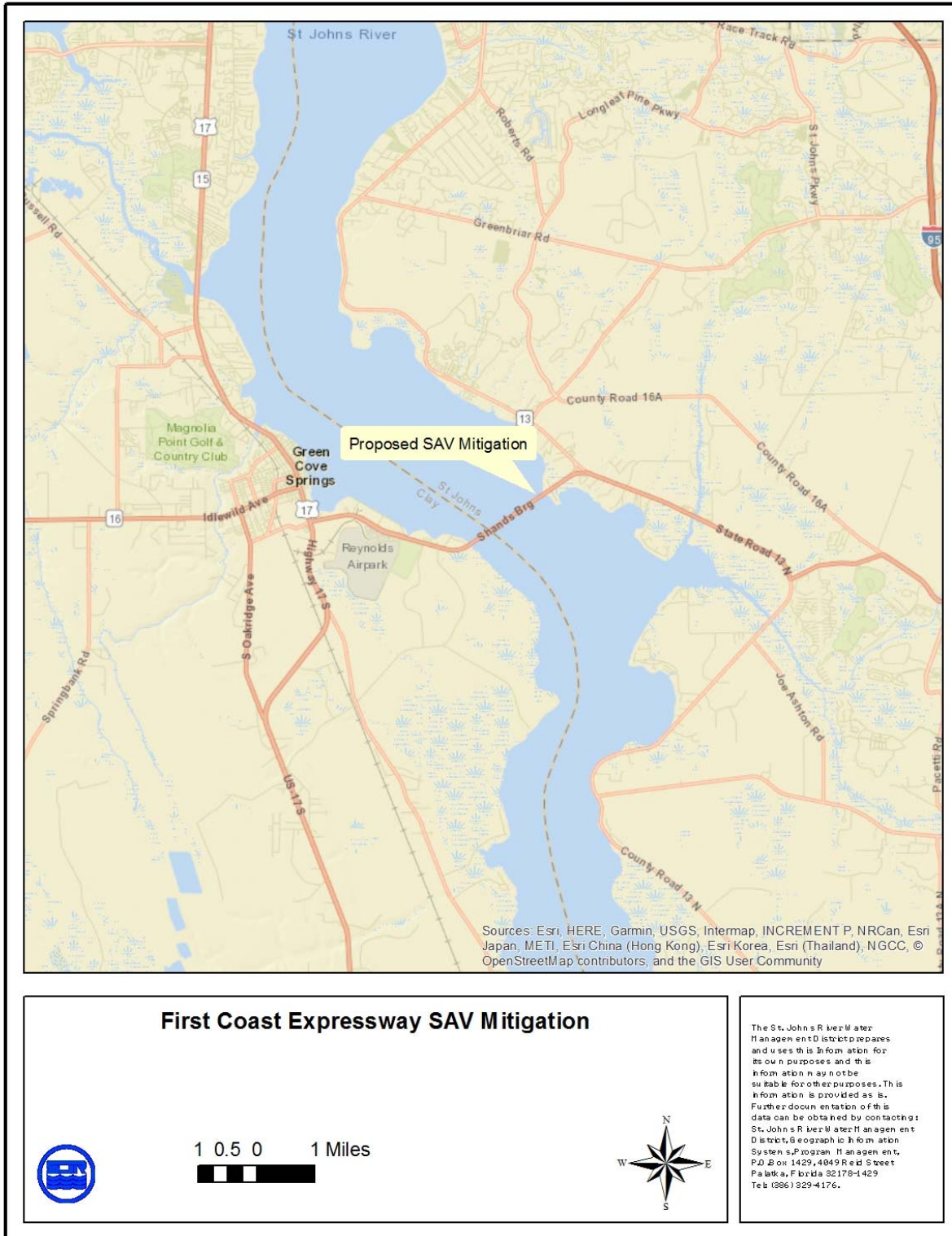


FIGURE 1. LOCATION OF SAV MITIGATION AREA

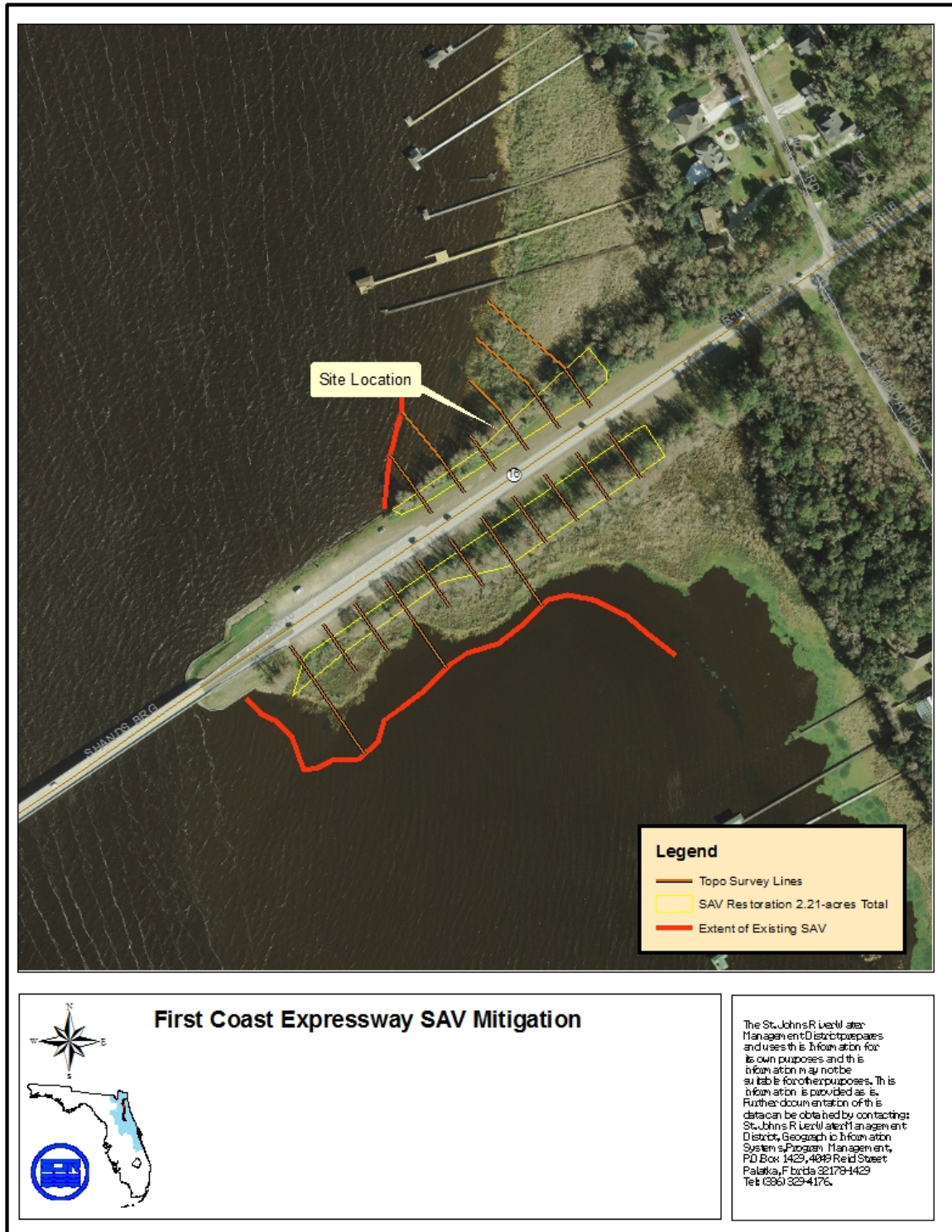


FIGURE 2: SAV RESTORATION AREA

**ATTACHMENT B — INSURANCE REQUIREMENTS**

shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a project aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.

**ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)**

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: Ryan Spohn, Project Manager

CONTRACT NUMBER: 36037

CONTRACT TITLE: FCX SAV Excavation

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

**Contractor’s approval: (choose one of the items below):**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(Contractor agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Ryan Spohn, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
Gerald Cahalane, District Associate Procurement Specialist

c: Contract file  
Financial Services

**ATTACHMENT D – CONTRACT PAYMENT REQUIREMENTS  
FOR STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

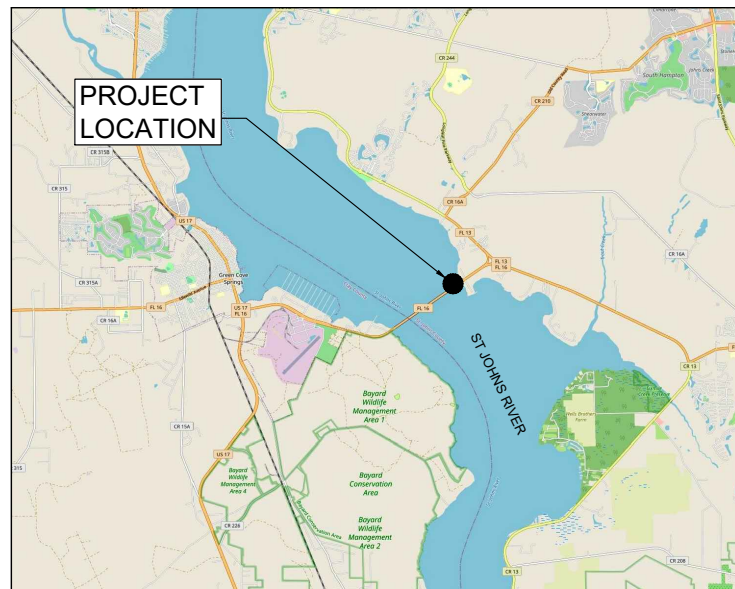
- Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.
- Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- Travel: Reimbursement for travel must be in accordance with §112.061, Fla. Stat., which includes submission of the claim on the approved State of Florida (State) or District travel voucher.
- Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in §273.02, Fla. Stat., for subsequent transfer to the State.
- In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units, times the rate being charged. The rates must be reasonable.
- Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The “Reference Guide for State Expenditures” prepared by the Florida Department of Financial Services can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

# CONSTRUCTION DRAWINGS FOR: FIRST COAST EXPRESSWAY SAV RESTORATION

ST JOHNS COUNTY, FLORIDA

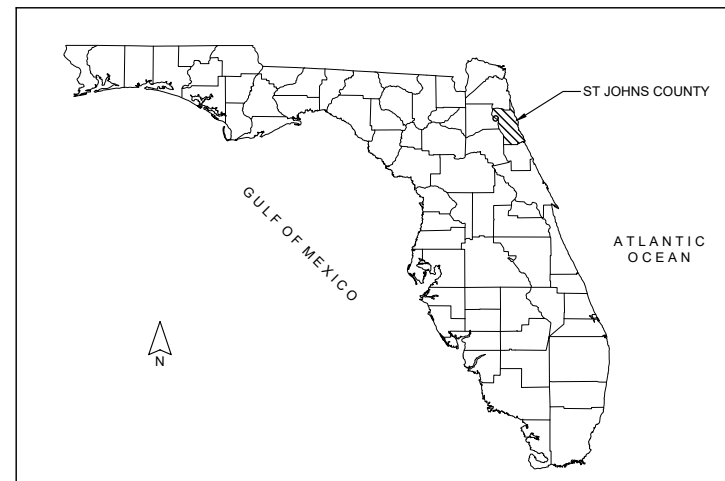
PREPARED FOR:  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT



PROJECT LOCATION:



DRAWING INDEX	
COVER AND GENERAL:	
	COVER SHEET
	GENERAL NOTES
G-1	EXISTING CONDITIONS
G-2	EXISTING CONDITIONS
G-3	EXISTING CONDITIONS
G-4	OVERALL PROJECT AND DRAWING KEY MAP
CIVIL:	
C-1	SOUTH OF SR16 PROJECT BOUNDARY, TREE REMOVAL AND EROSION CONTROL
C-2	SOUTH OF SR16 PROJECT BOUNDARY, TREE REMOVAL AND EROSION CONTROL
C-3	NORTH OF SR16 PROJECT BOUNDARY, TREE REMOVAL AND EROSION CONTROL
C-4	SOUTH OF SR16 PROJECT GRADING, RIP-RAP AND STAKING PLAN
C-5	SOUTH OF SR16 PROJECT GRADING, RIP-RAP AND STAKING PLAN
C-6	NORTH OF SR16 PROJECT GRADING, RIP-RAP AND STAKING PLAN
C-7	CONSTRUCTION SECTIONS SOUTH OF SR16
C-8	CONSTRUCTION SECTIONS NORTH OF SR16
D-1	CONSTRUCTION DETAILS
D-2	CONSTRUCTION DETAILS
D-3	CONSTRUCTION DETAILS



LOCATION MAP:

PREPARED BY:



PROJECT #: 20-1015

DATE: AUGUST 2020

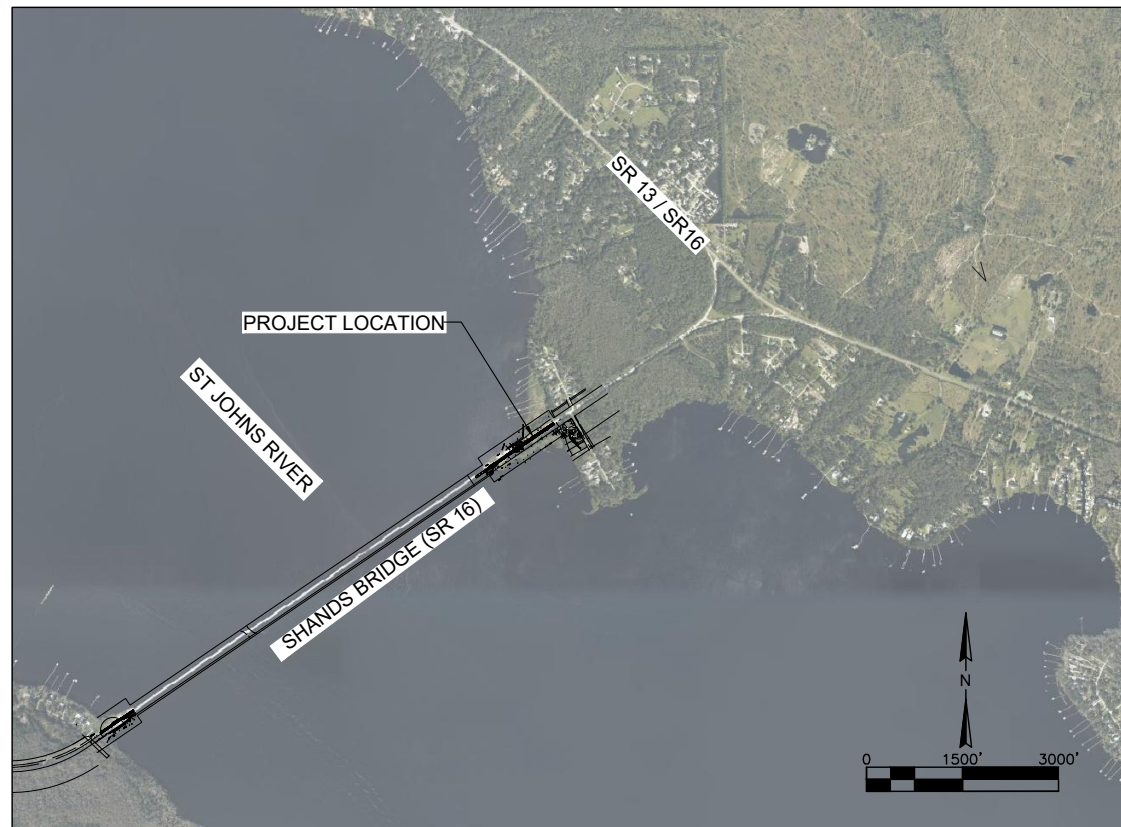
ISSUE: 90% SUBMITTAL



North of SR 16 Quantities Table:			
No.	Item	Quantity	Unit
1	Tree Protection (wrap and/or barrier may be required)	337	LF
2	Turbidity Barrier	750	LF
3	Clearing & Grubbing	0.82	AC
4	Excavation (amount of material removed from site)	3,604	CY
5*	Rip-Rap (FDOT Section 530 - 2.1.3 Bank and Shore Protection)	2,866	TN
6*	Bedding Stone (FDOT Section 530 - 2.1.4)	568	TN
7**	Geotextile Fabric (Tencate MIRAFI FW404 or Approved Equal)	12,736	SF

South of SR 16 Quantities Table:			
No.	Item	Quantity	Unit
1	Tree Protection (wrap and/or barrier may be required)	975	LF
2	Turbidity Barrier	1,110	LF
3	Clearing & Grubbing	2.26	AC
4	Excavation (amount of material removed from site)	14,831	CY
5*	Rip-Rap (FDOT Section 530 - 2.1.3 Bank and Shore Protection)	7,629	TN
6*	Rip-Rap Type (FDOT Section 530 - 2.1.3.2 Ditch Lining)	405	TN
7*	Bedding Stone (FDOT Section 530 - 2.1.4)	1,513	TN
8**	Geotextile Fabric (Tencate MIRAFI FW404 or Approved Equal)	33,905	SF

\*Rip-rap unit weight of 150 PCF and bedding stone unit weight of 89.25 PCF.  
 \*\*Quantity does not include required fabric overlap adjacent or at top and toe.  
 Bidder (Contractor) to determine additional required.



PROJECT VICINITY

GENERAL NOTES:

1. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PLANS AND CONSTRUCTION SPECIFICATIONS. WHERE CONFLICTS OR OMISSIONS EXIST, THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS SHALL DICTATE. SUBSTITUTIONS AND DEVIATIONS FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE DISTRICT'S PROJECT MANAGER.

RELEVANT FDOT STANDARD AND SPECIFICATIONS INCLUDE (BUT NOT LIMITED TO) ARE THE FOLLOWING:

- 100 - CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS
- 101 - MOBILIZATION
- 102 - MAINTENANCE OF TRAFFIC
- 104 - PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION
- 110 - CLEARING AND GRUBBING
- 120 - EXCAVATION AND EMBANKMENT
- 514 - FILTER FABRIC
- 530 - REVETMENT SYSTEMS
- 981 - TURF MATERIALS
- 982 - FERTILIZER
- 983 - WATER FOR GRASSING
- 985 - GEOSYNTHETIC MATERIALS

2. THE CONTRACTOR SHALL BE RESPONSIBLE TO FAMILIARIZE WITH THE NATURE AND EXTENT OF THE CONTRACT DOCUMENTS, SCOPE OF WORK, LOCAL CONDITIONS, ALL FEDERAL, STATE, AND LOCAL LAWS, RULES AND REGULATIONS THAT MAY AFFECT THE WORK.
3. DURING ALL PHASES OF CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PERFORM THE WORK INCLUDED IN THIS PROJECT. ALL MATERIALS, EQUIPMENT, SERVICES, ETC. USED OR PROVIDED SHALL CONFORM TO ALL O.S.H.A. REQUIREMENTS.
4. THE EXISTING CONDITIONS REPRESENTED IN THESE DRAWINGS AND THE PROJECT TOPOGRAPHIC SURVEY INFORMATION ARE BELIEVED TO BE ACCURATE ACCORDING TO THE INFORMATION AVAILABLE TO THE DISTRICT. HOWEVER, IT IS THE SOLE RESPONSIBILITY OF THE BIDDER (CONTRACTOR) TO VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO THE DISTRICT PRIOR TO SUBMITTAL OF THE BID.
5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY CONSTRUCTION. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL APPROVED FOR CONSTRUCTION PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES.
6. PERMITS: THE CONTRACTOR SHALL COMPLY WITH THE CONDITIONS CONTAINED IN ALL PERMITS WHICH HAVE BEEN OBTAINED FOR THE PROJECT.
  - A. DISTRICT OBTAINED PERMITS INCLUDE:
    - (1) US ARMY CORPS OF ENGINEERS 404 CLEAN WATER ACT PERMIT
    - (2) FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERAL PERMIT
    - (3) FLORIDA DEPARTMENT OF TRANSPORTATION
    - (4) ST. JOHNS COUNTY ENVIRONMENTAL PERMIT
  - B. THE CONTRACTOR SHALL OBTAIN ANY AND ALL REMAINING PERMITS AS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT PRIOR TO BEGINNING CONSTRUCTION INCLUDING, BUT NOT LIMITED TO:
    - (1) SUBMITTAL OF THE NOTICE OF INTENT (NOI) TO USE THE US EPA NPDES CONSTRUCTION GENERAL PERMIT AND COMPLETION OF ANY SUPPORTING DOCUMENTS REQUIRED FOR THE PERMIT.
    - (2) ST. JOHNS COUNTY BUILDING DEPARTMENT PERMIT
    - (3) FDEP DEWATERING PERMIT
7. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, LEVEES, ROADS, UTILITIES, AND OTHER IMPROVEMENTS FROM DAMAGE WHETHER OR NOT SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR PROTECTION METHODS, COORDINATION WITH OWNERS AND REPAIRS TO UTILITIES AND OTHER SITE IMPROVEMENTS DAMAGED DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL NOTIFY THE DISTRICT'S PROJECT MANAGER AT LEAST FIVE DAYS PRIOR TO BEGINNING CONSTRUCTION.
9. CONSTRUCTION INSPECTION WILL BE PERFORMED BY THE DISTRICT. THE CONTRACTOR SHALL NOTIFY THE DISTRICT AT LEAST 48 HOURS PRIOR TO THE REQUIRED TIME OF INSPECTION FOR EACH AND EVERY PHASE OF WORK.
10. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED ELECTRONICALLY TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
11. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT CONTRACT CONSTRUCTION DOCUMENTS.
12. ALL DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY AND PRIOR TO COMMENCING WORK.
13. SECURITY OF THE SITE AND CONTRACTOR'S EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE DISTRICT.
14. ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
15. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE, AT ALL TIMES, ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING STAMPED CONFORMED PLANS, SPECIFICATIONS, AND ALL SPECIAL PROVISIONS, AND COPIES OF ALL REQUIRED CONSTRUCTION PERMITS.
16. ALL DEWATERING COSTS ASSOCIATED WITH THE INSTALLATION AND CONSTRUCTION OF THIS PROJECT SHALL BE INCLUDED IN THE CONSTRUCTION COSTS, INCLUDING ALL WATER USE PERMITS THAT MAY BE REQUIRED FOR DEWATERING ACTIVITIES DURING CONSTRUCTION.
17. EXCAVATION ACCURACY SHALL BE TO +/- 0.1 FEET. IF DIFFICULTY IN MEETING EXCAVATION ACCURACY THE BIDDER (CONTRACTOR) SHALL NOTIFY THE DISTRICT PRIOR TO SUBMITTING BID. THE DISTRICT MINIMUM EXCAVATION TO ACHIEVE IS 2.30 ACRES TO THE WATERSIDE PROJECT BOUNDARY WITH A TARGET OF (-)1.2 FEET NAVD88.

MOBILIZATION/DEMOLITION

1. TASKS RELATED TO MOBILIZATION SHALL ADHERE TO THE CURRENT REQUIREMENTS OF SECTION 101 (MOBILIZATION) OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
2. AREA IS AVAILABLE ADJACENT TO THE PROJECT AREA IF OUTSIDE OF THE FDOT CLEAR ZONE FOR EQUIPMENT STAGING AND MATERIALS STORAGE. THE CONTRACTOR SHALL COORDINATE EXACT LOCATION WITH DISTRICT'S PROJECT MANAGER AND FDOT PRIOR TO BEGINNING MOBILIZATION.
3. WORK WILL BE CONSIDERED COMPLETE ONLY AFTER ALL RUBBISH AND UNUSED MATERIAL DUE TO OR CONNECTED WITH THE WORK HAS BEEN REMOVED AND THE PREMISES LEFT IN A CONDITION SATISFACTORY TO THE DISTRICT.
4. ALL PROPERTY DISTURBED OR DAMAGED DURING PROSECUTION OF THE WORK SHALL BE RESTORED TO ITS FORMER CONDITION OR BETTER AT NO ADDITIONAL EXPENSE TO THE DISTRICT. FINAL PAYMENT WILL BE WITHHELD UNTIL SUCH CLEANUP IS COMPLETED AND APPROVED BY THE DISTRICT.

MAINTENANCE OF TRAFFIC

1. CONTRACTOR SHALL PROVIDE ALL SAFETY AND TRAFFIC CONTROL NECESSARY FOR ACCESS TO THE SITE AND WORK WITHIN THE PROJECT LIMITS.
2. THE CONTRACTOR SHALL FOLLOW ALL FDOT MAINTENANCE OF TRAFFIC REQUIREMENTS. ANY DEVIATION FROM FDOT STANDARDS REQUIRES WRITTEN PERMISSION FROM FDOT.

AS-BUILT DRAWINGS

1. THROUGHOUT THE CONSTRUCTION PHASE, CONTRACTOR SHALL MAINTAIN ONE (1) COMPLETE SET OF THE SIGNED AND SEALED CONTRACT PLANS ON FULL-SIZED PLAN SHEETS AS THE AS-BUILTS DRAWINGS FOR THE PROJECT. THE AS-BUILTS DRAWINGS SHALL INCLUDE ALL CHANGES, BOTH DESIGN AND CONSTRUCTION, WITH ALL SHOP DRAWINGS, INCLUDING ADEQUATE SKETCHES, DIMENSIONS, AND NOTES. ALL REVISIONS, INCLUDING THOSE OCCURRING DURING CONSTRUCTION, WILL BE INCLUDED IN THE AS-BUILT DRAWING SET.
2. UPON CONSTRUCTION COMPLETION, CONTRACTOR WILL INCORPORATE ALL CHANGES AND REVISIONS MADE TO THE PROJECT AND RECORDED ON THE ON-SITE AS-BUILT PLANS INTO A FINAL AS-BUILT PLAN SURVEYED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA. THE FINAL AS-BUILTS SHALL INCLUDE LIMITS OF THE RIP-RAP, TREE ISLANDS, AND FINAL GRADE TOPOGRAPHY. THE COMPLETED SURVEYED AS-BUILT CAD FILE SHALL BE PROVIDED TO THE DISTRICT TO VERIFY THE FINAL COMPLETION OF THE PROJECT FOR APPROVAL OF FINAL PAYMENT. THE DISTRICT MINIMUM EXCAVATION WILL BE VERIFIED THAT 2.30 ACRES TO THE WATERSIDE PROJECT BOUNDARY WITH A TARGET OF (-)1.2 FEET NAVD88 IS ACHIEVED.

Signature  
 Michael R. Klink, P.E.  
 FL Professional Eng. #71640  
 Date

REV	DATE	BY	CHKD	DESCRIPTION
1				
2				
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6				

FIRST COAST EXPRESSWAY SAV RESTORATION  
 STATE ROAD 16

GENERAL NOTES

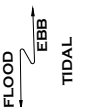
ST. JOHNS COUNTY FLORIDA  
 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

DESIGN	DRAWN	ISSUE	DATE	ISSUE
MRK	SLD	20-1015	AUGUST 2020	90%

**FOUR WATERS ENGINEERING**  
 324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
 904-414-2400 WWW.4WENG.COM

DRAWING NUMBER

G-1

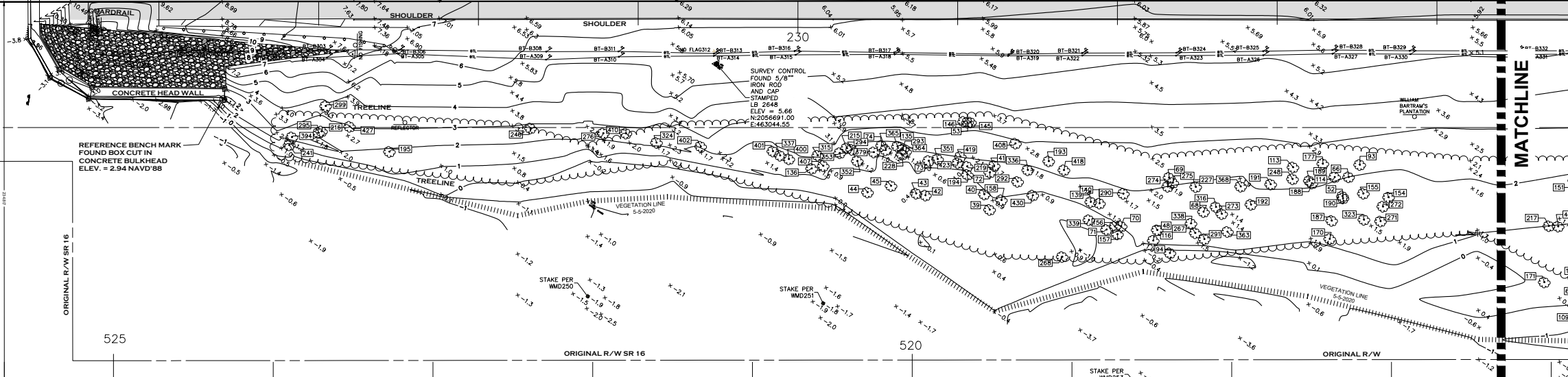


**ST JOHNS RIVER**

- NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
  2. COORDINATES, BEARING AND DISTANCES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (907), NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD 83/90), AND WERE DERIVED FROM GPS OBSERVATIONS UTILIZING THE FDOT FLORIDA PERMANENT REFERENCE NETWORK (FPRN), UNLESS NOTED OTHERWISE. COORDINATES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.
  3. ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE BASED ON: CLAY COUNTY SIDE: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BENCHMARK DESIGNATION No. SNC21, PUBLISHED ELEVATION 2.96 (NAVD 88) FEET, PER FDOT PROJECT NETWORK CONTROL SHEET "CTL-1" FOR SR 23, PROJECT No. 422938-5-52-01. ST. JOHNS COUNTY SIDE: FDOT BENCHMARK "ATBM1" BEING A BOX CUT ON BULKHEAD ELEV. = 2.94 FEET.
  4. THIS IS A SURFACE SURVEY ONLY. UNDERGROUND IMPROVEMENTS SUCH AS FOOTERS AND UTILITIES, IF ANY, WERE NOT LOCATED, EXCEPT AS SHOWN.
  5. RIGHT OF WAY AND CENTERLINE INFORMATION SHOWN HEREON IS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STATE ROAD 23, SECTION 78293, F.P. No. 4229382, F.A.P. No. 8887 939 A, DATED: 09/02/2009.
  6. UNDERGROUND UTILITIES WERE MARKED BY DRMP, AND LOCATED BY THIS FIRM.
  7. AT THE TIME OF THIS SURVEY THE NEW BRIDGE OVER THE ST. JOHNS RIVER FOR S.R. 23 HAS NOT BEEN CONSTRUCTED. CLEARING ACTIVITY HAS BEGUN IN CLAY COUNTY, BUT HAS NOT BEGUN IN ST. JOHNS COUNTY.

CL SURVEY S.R. 16  
PER S.R.D. R/W MAP 780602505  
(VARIABLE WITH R/W)

**STATE ROAD No. 16  
(VARIABLE WIDTH RIGHT OF WAY)**



POINT #	BDH/TREE TYPE
39	6'ELM
40	6'ELM
41	6'ELM
42	6'ELM
43	6'ELM
44	6'ELM
45	6'ELM
46	6'HACKBERRY
48	6'HACKBERRY
52	6'OAK
53	6'OAK
62	6'SWEETGUM
65	6'SWEETGUM
66	6'SWEETGUM
67	6'SWEETGUM
68	6'SWEETGUM
69	6'SWEETGUM
70	6'SWEETGUM
71	6'SWEETGUM
72	6'SWEETGUM
73	6'SWEETGUM
74	6'TOPLAR
85	7/11' ELM
89	7'ELM
90	7'ELM
91	7'ELM
92	7'ELM
93	7'HACKBERRY
94	7'HACKBERRY
98	7'OAK
99	7'OAK
107	7'SWEETGUM
108	7'SWEETGUM
109	7'SWEETGUM
112	7'SWEETGUM
113	7'SWEETGUM
114	7'SWEETGUM
115	7'SWEETGUM
116	7'SWEETGUM
135	8'CYPRRESS
136	8'CYPRRESS
137	8'ELM
138	8'ELM
139	8'ELM
140	8'ELM
141	8'ELM
145	8'OAK
146	8'OAK
150	8'SWEETGUM
151	8'SWEETGUM

POINT #	BDH/TREE TYPE
154	8'SWEETGUM
155	8'SWEETGUM
156	8'SWEETGUM
157	8'SWEETGUM
158	8'SWEETGUM
169	9/7' SWEETGUM
170	9/7/7' SWEETGUM
171	9/9' SWEETGUM
172	9/11' SWEETGUM
174	9'ELM
176	9'OAK
177	9'OAK
183	9'SWEETGUM
184	9'SWEETGUM
186	9'SWEETGUM
187	9'SWEETGUM
188	9'SWEETGUM
189	9'SWEETGUM
190	9'SWEETGUM
191	9'SWEETGUM
192	9'SWEETGUM
193	9'SWEETGUM
194	9'SWEETGUM
195	9'UNKNOWN
215	10'CYPRRESS
216	10'CYPRRESS
217	10'ELM
218	10'ELM
219	10'ELM
227	10'SWEETGUM
228	10'SWEETGUM
233	11/6' SWEETGUM
239	11'CHINA BERRY
241	11'CYPRRESS
242	11'ELM
243	11'ELM
244	11'ELM
245	11'ELM
246	11'ELM
248	11'OAK
255	11'SWEETGUM
266	12'ELM
267	12'ELM
268	12'ELM
271	12'SWEETGUM
272	12'SWEETGUM
273	12'SWEETGUM
274	12'SWEETGUM
275	12'SWEETGUM
276	12'SWEETGUM
290	13'CYPRRESS

POINT #	BDH/TREE TYPE
291	13'ELM
292	13'ELM
293	13'ELM
294	13'ELM
295	13'ELM
298	13'OAK
299	13'PALM
315	14'CYPRRESS
316	14'ELM
319	14'PALM
323	14'SWEETGUM
324	14'SWEETGUM
336	15'CYPRRESS
337	15'CYPRRESS
338	15'ELM
339	15'ELM
351	16'CYPRRESS
352	16'CYPRRESS
353	16'CYPRRESS
356	16'OAK
361	17/15' SWEETGUM
363	17'CYPRRESS
364	17'CYPRRESS
365	17'CYPRRESS
366	17'ELM
367	17'ELM
368	17'OAK
378	18'CYPRRESS
379	18'CYPRRESS
384	18'PALM
387	18'SWEETGUM
394	20'CYPRRESS
399	21/6' ELM
400	21'CYPRRESS
401	21'CYPRRESS
402	21'CYPRRESS
403	21'HACKBERRY
407	22'CYPRRESS
408	22'ELM
410	23'CYPRRESS
418	24'SWEETGUM
419	24'SWEETGUM
423	26'CYPRRESS
424	26'ELM
427	27'CYPRRESS
430	36'SWEETGUM

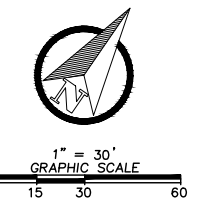
**Symbol Legend Denotes**

•	IRON PIPE AS NOTED
•	BENCHMARK
•	IRON ROD AS NOTED
•	CONTROL POINT AS NOTED
•	SERVICE BOX
•	SIGN, AS NOTED
—	SIGN IN WATERWAY
—	DRMP UTILITIES LOCATION WITH NUMBER
—	DOUBLE REFLECTOR POLE
—	PINK PAIN MARKING LOCATION PER DRMP
⊗	TREE WITH TAG NUMBER
—	SERVICE CABINET
—	UNDERGROUND UTILITY MARKER
-FO-	BURIED FIBRE OPTIC CABLE
-BT-	BURIED TELEPHONE LINE
-G-	BURIED GAS MAIN
x0.00	SPOT SHOT ELEVATION
DBH	DIAMETER BREST HEIGHT
BT-	BURIED TELEPHONE NUMBERED LOCATION PER DRMP

GM-	BURIED GAS MAIN NUMBERED LOCATION PER DRMP
FOC-	BURIED FIBRE OPTIC CABLE NUMBERED LOCATION PER DRMP
DB	DEED BOOK
PB	PLAT BOOK
(P)	PLAT
PG	PAGE(S)
No.	NUMBER
LB	LICENSED BUSINESS
EL	ELEVATION
IDENT	IDENTIFICATION
MES	MITERED END SECTION
UEW	U-SHAPED <del>ENDLINE</del>
TYP	TYPICAL
N:	NORTHING STATE PLANE
E:	EASTING COORDINATE PAIR
NAVD 88	NORTH AMERICAN VERTICAL DATUM 1988
COUNTOUR	COUNTOUR

A MAP SHOWING A TOPOGRAPHIC SURVEY OF A PORTION OF S.R. No. 16 & S.R. 23, TOWNSHIP 6 SOUTH, RANGE 27 EAST, CLAY COUNTY & ST. JOHNS COUNTY, FLORIDA

**ST JOHNS RIVER**



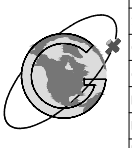
**STATE ROAD No. 23  
324' LIMITED ACCESS RIGHT OF WAY  
SECTION 78293, F.P. No. 4229382**

SHEET 2 OF 3

THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 3

**GEOMATICS CORP.**  
SURVEYING-MAPPING-GPS  
2804 N. FIFTH STREET, UNIT 101  
ST. AUGUSTINE, FL 32084  
PHONE (904) 824-3066 FAX (904) 824-8753

LICENSED BUSINESS  
FLORIDA #2770 GEORGIA #690  
SOUTH CAROLINA #3867 ALABAMA #794  
NORTH CAROLINA COA #3782



PROJECT No:	D 20-3127 TOPO
SURVEY DATE:	05/05/2020
CAD FILE:	FCX-EXIST COND
CHECKED BY:	P.FERRARI
DRAWN BY:	C.MUNDIS
FIELD WORK:	A.BROWNING
FB:	20-01 PG: 15-17

DESIGN	DRAWN	MIRK	S.L.D.	20-015	AUGUST	2020	90%
JOB NUMBER	20-015	ISSUE DATE	AUGUST	2020	DATE	2020	90%

**EXISTING CONDITIONS**

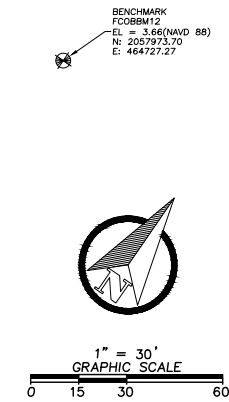
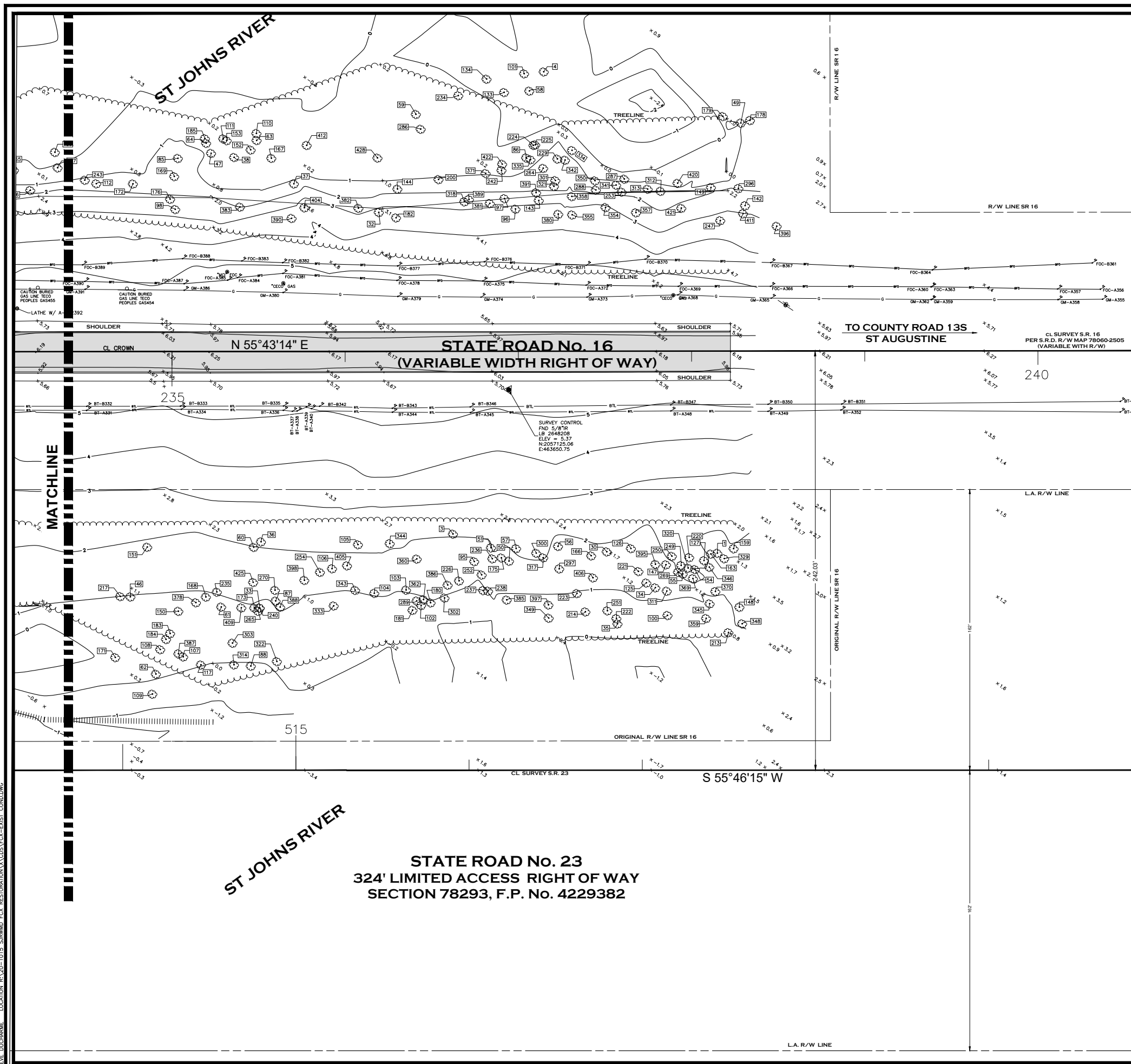
FIRST COAST EXPRESSWAY SAV RESTORATION  
STATE ROAD 16

ST. JOHNS COUNTY FLORIDA  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

**FOUR WATERS ENGINEERING**  
324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
904-414-2400 C.O.A.# 31101 WWW.FOURWATERS.COM

DRAWING NUMBER **G-2**

Signature: Michael R. Minch, P.E., FL Professional Eng. #71940  
Date: SEE SHEET 3



A MAP SHOWING A TOPOGRAPHIC SURVEY OF A PORTION OF S.R. No. 16 & S.R. 23, TOWNSHIP 6 SOUTH, RANGE 27 EAST, CLAY COUNTY & ST. JOHNS COUNTY, FLORIDA

**GEOMATICS CORP.**  
 SURVEYING—MAPPING—GPS  
 2804 N. FIFTH STREET, UNIT 101  
 ST. AUGUSTINE, FL 32084  
 PHONE (904) 824-3086 FAX (904) 824-5783

LICENSED BUSINESS  
 FLORIDA #0779 GEORGIA #009  
 SOUTH CAROLINA #3367 ALABAMA #794  
 NORTH CAROLINA COA #3762

POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE
1	5'SWEETGUM	126	8'ELM	237	11'SWEETGUM	357	16'SWEETGUM
3	5'CEDAR	127	8'GUM	238	11'SWEETGUM	358	16'UNKNOWN
4	5'SWEETGUM	133	8'SWEETGUM	240	11'CYPRRESS	359	17'CYPRRESS
30	6'SWEETGUM	134	8/9/10/8/6'SWEETGUM	242	11'ELM	360	17/13 SWEETGUM
32	6/7 OAK	137	8'ELM	243	11'ELM	362	17'CYPRRESS
33	6'CYPRRESS	142	8'OAK	247	11'OAK	369	17'PINE
34	6'ELM	143	8'OAK	249	11'PINE	370	18'CYPRRESS
35	6'ELM	144	8'OAK	250	11'SWEETGUM	371	18'CYPRRESS
36	6'ELM	147	8'PINE	251	11'SWEETGUM	378	18'CYPRRESS
37	6'ELM	148	8'SWEETGUM	252	11'SWEETGUM	380	18'OAK
38	6'ELM	149	8'SWEETGUM	253	11'SWEETGUM	381	18'OAK
46	6'HACKBERRY	150	8'SWEETGUM	254	11'SWEETGUM	382	18'OAK
47	6'HACKBERRY	151	8'SWEETGUM	264	12'CYPRRESS	383	18'OAK
49	6'OAK	152	8'SWEETGUM	265	12'ELM	385	18'SWEETGUM
50	6'OAK	153	8'SWEETGUM	269	12'SWEETGUM	386	18'SWEETGUM
51	6'OAK	159	9' PINE	270	12'SWEETGUM	387	18'SWEETGUM
54	6'SWEETGUM	163	9'GUM	286	13/9/6'ELM	388	19'CYPRRESS
55	6'SWEETGUM	166	9'SWEETGUM	287	13'CYPRRESS	389	19'OAK
56	6'SWEETGUM	167	9/6 SWEETGUM	288	13'CYPRRESS	390	19'OAK
57	6'SWEETGUM	168	9/7 ELM	289	13'CYPRRESS	391	19'SWEETGUM
58	6'SWEETGUM	169	9/7 SWEETGUM	296	13'OK	395	20'PINE
59	6'SWEETGUM	171	9/9 SWEETGUM	297	13'OAK	396	20'PINE
60	6'SWEETGUM	172	9/11 SWEETGUM	297	13'OAK	397	20'SWEETGUM
61	6'SWEETGUM	172	9/11 SWEETGUM	301	13'SWEETGUM	398	20'SWEETGUM
62	6'SWEETGUM	173	9'CYPRRESS	302	13'SWEETGUM	404	21'OAK
63	6'SWEETGUM	175	9'OAK	303	13'SWEETGUM	405	21'PINE
64	6'SWEETGUM	176	9'OAK	311	14'CYPRRESS	406	21'SWEETGUM
85	7/11 ELM	178	9'SWEETGUM	312	14'CYPRRESS	409	23'CYPRRESS
86	7'ELM	179	9'SWEETGUM	313	14'CYPRRESS	411	23'PINE
87	7'ELM	180	9'SWEETGUM	314	14'CYPRRESS	412	23'SWEETGUM
88	7'ELM	181	9'SWEETGUM	317	14'OAK	420	25'CYPRRESS
95	7'OAK	182	9'SWEETGUM	318	14'OAK	421	25'OAK
96	7'OAK	183	9'SWEETGUM	320	14'PINE	422	26'CYPRRESS
97	7'OAK	184	9'SWEETGUM	321	14'SWEETGUM	425	26'SWEETGUM
98	7'OAK	185	9'SWEETGUM	322	14'SWEETGUM	428	27'SWEETGUM
100	7'SWEETGUM	186	9'SWEETGUM	329	15'PINE		
101	7'SWEETGUM	200	10'ELM	333	15/11/23 SWEETGUM		
102	7'SWEETGUM	213	10'SWEETGUM	334	15'CYPRRESS		
103	7'SWEETGUM	214	10/5/11' ELM	335	15'CYPRRESS		
104	7'SWEETGUM	217	10'ELM	341	15'SWEETGUM		
105	7'SWEETGUM	220	10'SWEETGUM	342	15'SWEETGUM		
106	7'SWEETGUM	221	10'SWEETGUM	343	15'SWEETGUM		
107	7'SWEETGUM	222	10'SWEETGUM	344	15'UNKNOWN		
108	7'SWEETGUM	223	10'SWEETGUM	345	16'CYPRRESS		
109	7'SWEETGUM	224	10'SWEETGUM	346	16'PINE		
110	7'SWEETGUM	225	10'SWEETGUM	348	16'CYPRRESS		
111	7'SWEETGUM	226	10'SWEETGUM	349	16'CYPRRESS		
112	7'SWEETGUM	229	10'UNKNOWN	350	16'CYPRRESS		
117	7'UNKNOWN	234	11/6/6'SWEETGUM	354	16'OAK		
125	8'ELM	235	11/8 ELM	355	16'OAK		
		236	11'ELM				

Signature: Michael R. Kline, P.E., FL Professional Eng. #71640  
 Date: \_\_\_\_\_

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			

FIRST COAST EXPRESSWAY SAV RESTORATION  
 STATE ROAD 16

**EXISTING CONDITIONS**

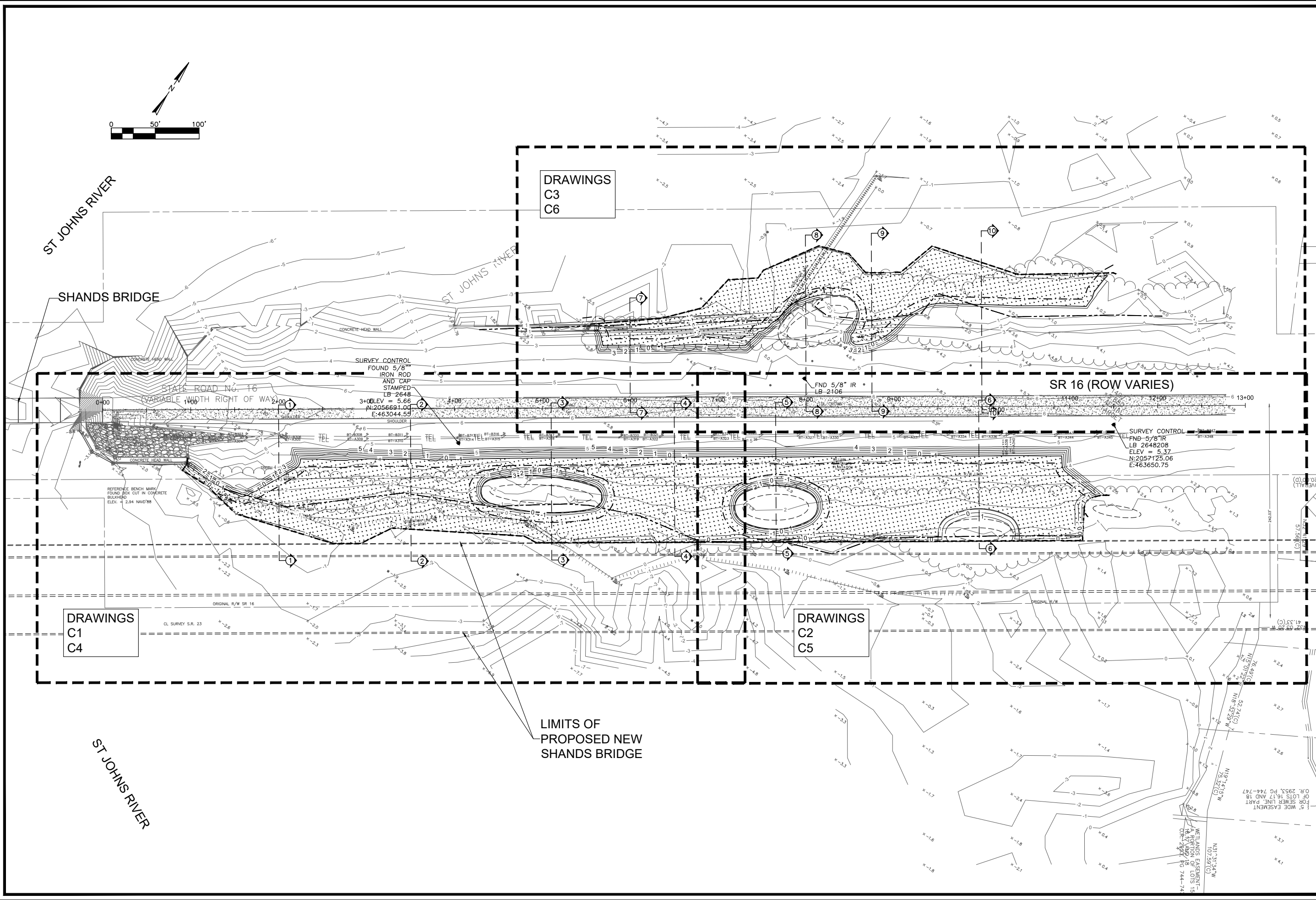
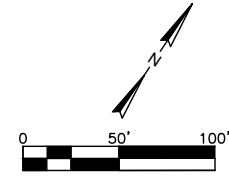
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 MRK SLD: \_\_\_\_\_  
 JOB NUMBER: 20-1015  
 ISSUE DATE: AUGUST 2020  
 ISSUE: 90%

**FOUR WATERS ENGINEERING**  
 324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
 904-414-2400 C.O.A.# 31101 WWW.4WENG.COM

DRAWING NUMBER: **G-3**

ST. JOHNS COUNTY FLORIDA  
 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

STEVE DUCHARNE LOCATION B:\20-1015\_SJRWMD\_ECX\_RESTORATION\A\CSI\F02-DESIGN-3.DWG



Signature  
Michael R. Kline, P.E.  
FL Professional Eng. #71640  
Date

REV	DATE	DRWN	CHKD	DESCRIPTION
1				
2				
3				
4				
5				
6				

FIRST COAST EXPRESSWAY SAV RESTORATION  
STATE ROAD 16

**OVERALL PROJECT AND DRAWING KEY MAP**

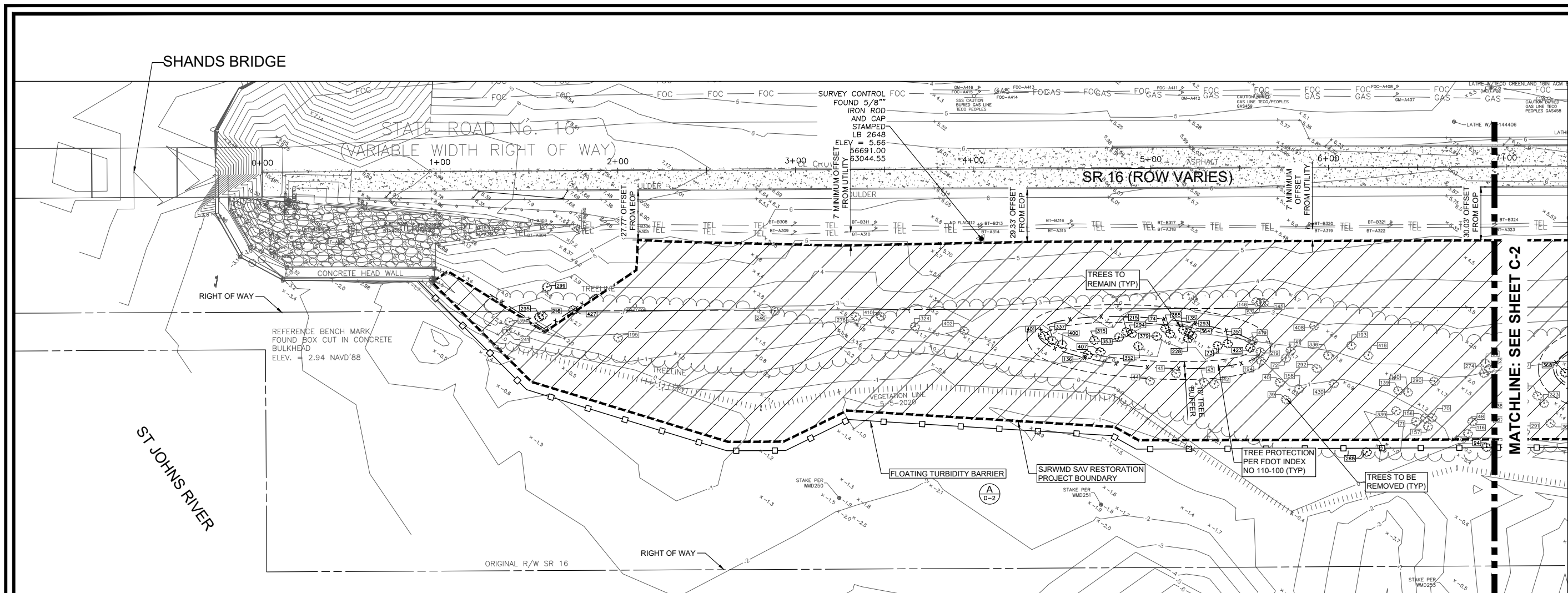
ST JOHNS COUNTY FLORIDA  
ST JOHNS RIVER WATER MANAGEMENT DISTRICT

DESIGN	MRK	SLD	JOB	NUMBER	ISSUE	DATE	ISSUE
			20-1015			AUGUST 2020	90%

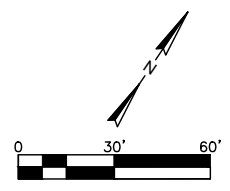
**FOUR WATERS ENGINEERING**

324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
904-414-2400 C.O.A.# 31101 WWW.4WENG.COM

DRAWING NUMBER  
**G-4**



POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE
1	5'SWEETGUM	59	6'SWEETGUM	100	7'SWEETGUM	143	8'OAK	179	9'SWEETGUM	226	10'SWEETGUM	268	12'ELM	315	14'CYPRRESS
3	5'CEDAR	60	6'SWEETGUM	101	7'SWEETGUM	144	8'OAK	180	9'SWEETGUM	227	10'SWEETGUM	269	12'SWEETGUM	316	14'ELM
4	5'SWEETGUM	61	6'SWEETGUM	102	7'SWEETGUM	145	8'OAK	181	9'SWEETGUM	228	10'SWEETGUM	270	12'SWEETGUM	317	14'OAK
30	6'SWEETGUM	62	6'SWEETGUM	103	7'SWEETGUM	146	8'OAK	182	9'SWEETGUM	229	10'UNKNOWN	271	12'SWEETGUM	318	14'OAK
32	6/7 OAK	63	6'SWEETGUM	104	7'SWEETGUM	147	8'PINE	183	9'SWEETGUM	233	11/6 SWEETGUM	272	12'SWEETGUM	319	14'PALM
33	6'CYPRRESS	64	6'SWEETGUM	105	7'SWEETGUM	148	8'SWEETGUM	184	9'SWEETGUM	234	11/6/6'SWEETGUM	273	12'SWEETGUM	320	14'PINE
34	6'ELM	65	6'SWEETGUM	106	7'SWEETGUM	149	8'SWEETGUM	185	9'SWEETGUM	235	11/8 ELM	274	12'SWEETGUM	321	14'SWEETGUM
35	6'ELM	66	6'SWEETGUM	107	7'SWEETGUM	150	8'SWEETGUM	186	9'SWEETGUM	236	11'ELM	275	12'SWEETGUM	322	14'SWEETGUM
36	6'ELM	67	6'SWEETGUM	108	7'SWEETGUM	151	8'SWEETGUM	187	9'SWEETGUM	237	11'SWEETGUM	276	12'SWEETGUM	323	14'SWEETGUM
37	6'ELM	68	6'SWEETGUM	109	7'SWEETGUM	152	8'SWEETGUM	188	9'SWEETGUM	238	11'SWEETGUM	277	12'SWEETGUM	324	14'SWEETGUM
38	6'ELM	69	6'SWEETGUM	110	7'SWEETGUM	153	8'SWEETGUM	189	9'SWEETGUM	239	11'CHINA BERRY	278	13'CYPRRESS	325	15'PINE
39	6'ELM	70	6'SWEETGUM	111	7'SWEETGUM	154	8'SWEETGUM	190	9'SWEETGUM	240	11'CYPRRESS	279	13'CYPRRESS	326	15/11/23 SWEETGUM
40	6'ELM	71	6'SWEETGUM	112	7'SWEETGUM	155	8'SWEETGUM	191	9'SWEETGUM	241	11'CYPRRESS	280	13'CYPRRESS	327	15'CYPRRESS
41	6'ELM	72	6'SWEETGUM	113	7'SWEETGUM	156	8'SWEETGUM	192	9'SWEETGUM	242	11'ELM	281	13'CYPRRESS	328	15'CYPRRESS
42	6'ELM	73	6'SWEETGUM	114	7'SWEETGUM	157	8'SWEETGUM	193	9'SWEETGUM	243	11'ELM	282	13'ELM	329	15'CYPRRESS
43	6'ELM	74	6'TOPLAR	115	7'SWEETGUM	158	8'SWEETGUM	194	9'SWEETGUM	244	11'ELM	283	13'ELM	330	15'CYPRRESS
44	6'ELM	75	7/11 ELM	116	7'SWEETGUM	159	9' PINE	195	9'UNKNOWN	245	11'ELM	284	13'ELM	331	15'ELM
45	6'ELM	76	7'ELM	117	7'UNKNOWN	160	9'GUM	196	10'ELM	246	11'ELM	285	13'ELM	332	15'ELM
46	6'HACKBERRY	77	7'ELM	118	8'ELM	161	9'SWEETGUM	197	10'SWEETGUM	247	11'OAK	286	13'OAK	333	15'SWEETGUM
47	6'HACKBERRY	78	7'ELM	119	8'ELM	162	9/6 SWEETGUM	198	10/5/11' ELM	248	11'OAK	287	13'OAK	334	15'SWEETGUM
48	6'HACKBERRY	79	7'ELM	120	8'GUM	163	9/7 ELM	199	10'CYPRRESS	249	11'PINE	288	13'OAK	335	15'SWEETGUM
49	6'OAK	80	7'ELM	121	8'SWEETGUM	164	9/7 SWEETGUM	200	10'CYPRRESS	250	11'SWEETGUM	289	13'OAK	336	15'UNKNOWN
50	6'OAK	81	7'ELM	122	8/9/10/9/6'SWEETGUM	165	9/7 SWEETGUM	201	10'CYPRRESS	251	11'SWEETGUM	290	13'PALM	337	16'CYPRRESS
51	6'OAK	82	7'ELM	123	8'CYPRRESS	166	9/7 SWEETGUM	202	10'ELM	252	11'SWEETGUM	291	13'PALM	338	16'CYPRRESS
52	6'OAK	83	7'HACKBERRY	124	8'CYPRRESS	167	9/9 SWEETGUM	203	10'ELM	253	11'SWEETGUM	292	13'PALM	339	16'CYPRRESS
53	6'OAK	84	7'HACKBERRY	125	8'ELM	168	9/11 SWEETGUM	204	10'ELM	254	11'SWEETGUM	293	13'PALM	340	16'CYPRRESS
54	6'SWEETGUM	85	7'OAK	126	8'ELM	169	9'CYPRRESS	205	10'SWEETGUM	255	11'SWEETGUM	294	13'PALM	341	16'CYPRRESS
55	6'SWEETGUM	86	7'OAK	127	8'ELM	170	9'ELM	206	10'SWEETGUM	256	11'SWEETGUM	295	13'PALM	342	16'CYPRRESS
56	6'SWEETGUM	87	7'OAK	128	8'ELM	171	9'CYPRRESS	207	10'SWEETGUM	257	11'SWEETGUM	296	13'PALM	343	16'CYPRRESS
57	6'SWEETGUM	88	7'OAK	129	8'ELM	172	9'OAK	208	10'SWEETGUM	258	11'SWEETGUM	297	13'PALM	344	16'CYPRRESS
58	6'SWEETGUM	89	7'OAK	130	8'ELM	173	9'OAK	209	10'SWEETGUM	259	11'SWEETGUM	298	13'PALM	345	16'CYPRRESS



LEGEND:  
 AREA TO BE CLEARED AND GRUBBED (REMOVAL OF TREES) FOR PROPOSED EXCAVATION

Signature: Michael R. Kline, P.E.  
 FL Professional Eng. #171640  
 Date: \_\_\_\_\_

REV	DATE	BY	DESCRIPTION

**SOUTH OF SR16 PROJECT BOUNDARY, TREE REMOVAL AND EROSION CONTROL**

FIRST COAST EXPRESSWAY SAV RESTORATION  
 STATE ROAD 16  
 ST. JOHNS COUNTY FLORIDA  
 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

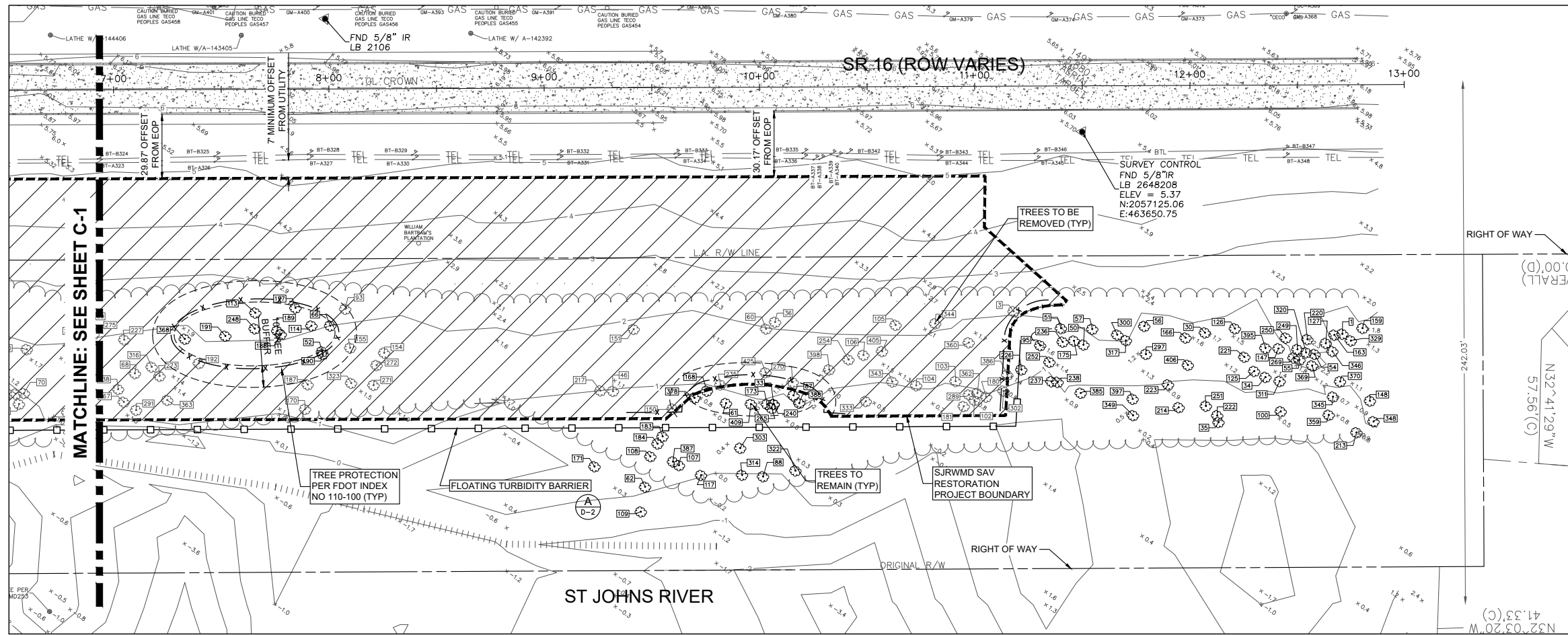
DESIGN	DRAWN	ISSUE	90%
MIRK	SLD	DATE	
20-1015		AUGUST	
		2020	

**FOUR WATERS ENGINEERING**

324 6th Ave N, Jacksonville Beach, Florida 32250  
 904-414-2400 C.O.# 31101 WWW.FOURWATERS.COM

DRAWING NUMBER  
**C-1**

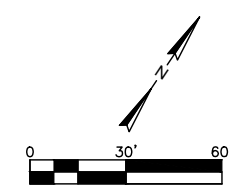
LOCATION: R-20-1015, SJRWMD, ECL RESTORATION, VAS, CDS, FOC - DEMOLITION.DWG



TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE	TREE TABLE									
POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE	POINT #	BDH/TREE TYPE
1	5'SWEETGUM	59	6'SWEETGUM	100	7'SWEETGUM	143	8'OAK	179	9'SWEETGUM	226	10'SWEETGUM	268	12'ELM	315	14'CYPRESS	355	16'OAK	394	20'CYPRESS
3	5'CEDAR	60	6'SWEETGUM	101	7'SWEETGUM	144	8'OAK	180	9'SWEETGUM	227	10'SWEETGUM	269	12'SWEETGUM	316	14'ELM	356	16'OAK	395	20'PINE
4	5'SWEETGUM	61	6'SWEETGUM	102	7'SWEETGUM	145	8'OAK	181	9'SWEETGUM	228	10'SWEETGUM	270	12'SWEETGUM	317	14'OAK	357	16'SWEETGUM	396	20'PINE
30	6'SWEETGUM	62	6'SWEETGUM	103	7'SWEETGUM	146	8'OAK	182	9'SWEETGUM	229	10'UNKNOWN	271	12'SWEETGUM	318	14'OAK	358	16'UNKNOWN	397	20'SWEETGUM
32	6/7 OAK	63	6'SWEETGUM	104	7'SWEETGUM	147	8'PINE	183	9'SWEETGUM	233	11/6 SWEETGUM	272	12'SWEETGUM	319	14'PALM	359	17'CYPRESS	398	20'SWEETGUM
33	6'CYPRESS	64	6'SWEETGUM	105	7'SWEETGUM	148	8'SWEETGUM	184	9'SWEETGUM	234	11/6/6'SWEETGUM	273	12'SWEETGUM	320	14'PINE	360	17/13 SWEETGUM	399	21/6'ELM
34	6'ELM	65	6'SWEETGUM	106	7'SWEETGUM	149	8'SWEETGUM	185	9'SWEETGUM	235	11/8 ELM	274	12'SWEETGUM	321	14'SWEETGUM	361	17/15' SWEETGUM	400	21'CYPRESS
35	6'ELM	66	6'SWEETGUM	107	7'SWEETGUM	150	8'SWEETGUM	186	9'SWEETGUM	236	11'ELM	275	12'SWEETGUM	322	14'SWEETGUM	362	17'CYPRESS	401	21'CYPRESS
36	6'ELM	67	6'SWEETGUM	108	7'SWEETGUM	151	8'SWEETGUM	187	9'SWEETGUM	237	11' SWEETGUM	276	12'SWEETGUM	323	14'SWEETGUM	363	17'CYPRESS	402	21'CYPRESS
37	6'ELM	68	6'SWEETGUM	109	7'SWEETGUM	152	8'SWEETGUM	188	9'SWEETGUM	238	11' SWEETGUM	286	13/9/6'ELM	324	14'SWEETGUM	364	17'CYPRESS	403	21'HACKBERRY
38	6'ELM	69	6'SWEETGUM	110	7'SWEETGUM	153	8'SWEETGUM	189	9'SWEETGUM	239	11'CHINA BERRY	287	13'CYPRESS	329	15'PINE	365	17'CYPRESS	404	21'OAK
39	6'ELM	70	6'SWEETGUM	111	7'SWEETGUM	154	8'SWEETGUM	190	9'SWEETGUM	240	11'CYPRESS	288	13'CYPRESS	333	15/11/23 SWEETGUM	366	17'ELM	405	21'PINE
40	6'ELM	71	6'SWEETGUM	112	7'SWEETGUM	155	8'SWEETGUM	191	9'SWEETGUM	241	11'CYPRESS	289	13'CYPRESS	334	15'CYPRESS	367	17'ELM	406	21'SWEETGUM
41	6'ELM	72	6'SWEETGUM	113	7'SWEETGUM	156	8'SWEETGUM	192	9'SWEETGUM	242	11'ELM	290	13'CYPRESS	335	15'CYPRESS	368	17'OAK	407	22'CYPRESS
42	6'ELM	73	6'SWEETGUM	114	7'SWEETGUM	157	8'SWEETGUM	193	9'SWEETGUM	243	11'ELM	291	13'ELM	336	15'CYPRESS	369	17'PINE	408	22'ELM
43	6'ELM	74	6'TOPLAR	115	7'SWEETGUM	158	8'SWEETGUM	194	9'SWEETGUM	244	11'ELM	292	13'ELM	337	15'CYPRESS	370	18'CYPRESS	409	23'CYPRESS
44	6'ELM	75	7/11 ELM	116	7'SWEETGUM	159	9' PINE	195	9'UNKNOWN	245	11'ELM	293	13'ELM	338	15'ELM	371	18'CYPRESS	410	23'CYPRESS
45	6'ELM	76	7'ELM	117	7'UNKNOWN	163	9'GUM	200	10'ELM	246	11'ELM	294	13'ELM	339	15'ELM	372	18'CYPRESS	411	23'PINE
46	6'HACKBERRY	77	7'ELM	125	8'ELM	166	9'SWEETGUM	213	10'SWEETGUM	247	11'ELM	295	13'ELM	341	15'SWEETGUM	378	18'CYPRESS	412	23'SWEETGUM
47	6'HACKBERRY	78	7'ELM	126	8'ELM	167	9/6 SWEETGUM	214	10/5/11' ELM	248	11'OAK	296	13'OAK	342	15'SWEETGUM	379	18'CYPRESS	418	24'SWEETGUM
48	6'HACKBERRY	79	7'ELM	127	8'GUM	168	9/7 ELM	215	10'CYPRESS	249	11'PINE	297	13'OAK	343	15'SWEETGUM	380	18'OAK	419	24'SWEETGUM
49	6'OAK	80	7'ELM	133	8'SWEETGUM	169	9/7 SWEETGUM	216	10'CYPRESS	250	11'SWEETGUM	298	13'OAK	344	15'UNKNOWN	381	18'OAK	420	25'CYPRESS
50	6'OAK	81	7'ELM	134	8/9/10/9/6'SWEETGUM	170	9/7/7 SWEETGUM	217	10'ELM	251	11'SWEETGUM	299	13'PALM	345	16'CYPRESS	382	18'OAK	421	25'OAK
51	6'OAK	82	7'ELM	135	8'CYPRESS	171	9/9 SWEETGUM	218	10'ELM	252	11'SWEETGUM	300	13'PINE	346	16'PINE	383	18'OAK	422	26'CYPRESS
52	6'OAK	83	7'HACKBERRY	136	8'CYPRESS	172	9/11 SWEETGUM	219	10'ELM	253	11'SWEETGUM	301	13'SWEETGUM	348	16'CYPRESS	384	18'PALM	423	26'CYPRESS
53	6'OAK	84	7'HACKBERRY	137	8'ELM	173	9'UNKNOWN	220	10'SWEETGUM	254	11'SWEETGUM	302	13'SWEETGUM	349	16'CYPRESS	385	18'SWEETGUM	424	26'ELM
54	6'SWEETGUM	85	7'OAK	138	8'ELM	174	9'ELM	221	10'SWEETGUM	255	11'SWEETGUM	303	13'SWEETGUM	350	16'CYPRESS	386	18'SWEETGUM	425	26'SWEETGUM
55	6'SWEETGUM	86	7'OAK	139	8'ELM	175	9'OAK	222	10'SWEETGUM	264	12'CYPRESS	311	14'CYPRESS	351	16'CYPRESS	387	18'SWEETGUM	427	27'CYPRESS
56	6'SWEETGUM	87	7'OAK	140	8'ELM	176	9'OAK	223	10'SWEETGUM	265	12'ELM	312	14'CYPRESS	352	16'CYPRESS	388	19'CYPRESS	428	27'SWEETGUM
57	6'SWEETGUM	88	7'OAK	141	8'ELM	177	9'OAK	224	10'SWEETGUM	266	12'ELM	313	14'CYPRESS	353	16'CYPRESS	389	19'OAK	429	27'SWEETGUM
58	6'SWEETGUM	89	7'OAK	142	8'OAK	178	9'OAK	225	10'SWEETGUM	267	12'ELM	314	14'CYPRESS	354	16'OAK	391	19'SWEETGUM	430	36'SWEETGUM

LEGEND:

AREA TO BE CLEARED AND GRUBBED (REMOVAL OF TREES) FOR PROPOSED EXCAVATION



STEVE DUCHARNE LOCATION: B-20--1015\_SJRWMD\_ECX\_RESTORATION\A\_COS\F03--DEMOLITION.DWG

DESIGN: MJK  
JOB NUMBER: 20-1015  
ISSUE DATE: AUGUST 2020  
ISSUE: 90%

DRIVEN: MJK  
SLD: 20-1015  
JOB NUMBER: 2020  
ISSUE DATE: AUGUST 2020  
ISSUE: 90%

REVISIONS:

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			

Signature: Michael R. Klink, P.E.  
FL Professional Eng. #71640  
Date:

DESIGN: MJK  
JOB NUMBER: 20-1015  
ISSUE DATE: AUGUST 2020  
ISSUE: 90%

DRIVEN: MJK  
SLD: 20-1015  
JOB NUMBER: 2020  
ISSUE DATE: AUGUST 2020  
ISSUE: 90%

REVISIONS:

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			

Signature: Michael R. Klink, P.E.  
FL Professional Eng. #71640  
Date:

**FOUR WATERS ENGINEERING**  
324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
904-414-2400 C.O.A.# 31101 WWW.4WENG.COM

PROJECT: SOUTH OF SR16 PROJECT BOUNDARY, TREE REMOVAL AND EROSION CONTROL  
LOCATION: FIRST COAST EXPRESSWAY SAV RESTORATION STATE ROAD 16 ST JOHNS COUNTY FLORIDA ST JOHNS RIVER WATER MANAGEMENT DISTRICT

DRAWING NUMBER: **C-2**



**LEGEND:**

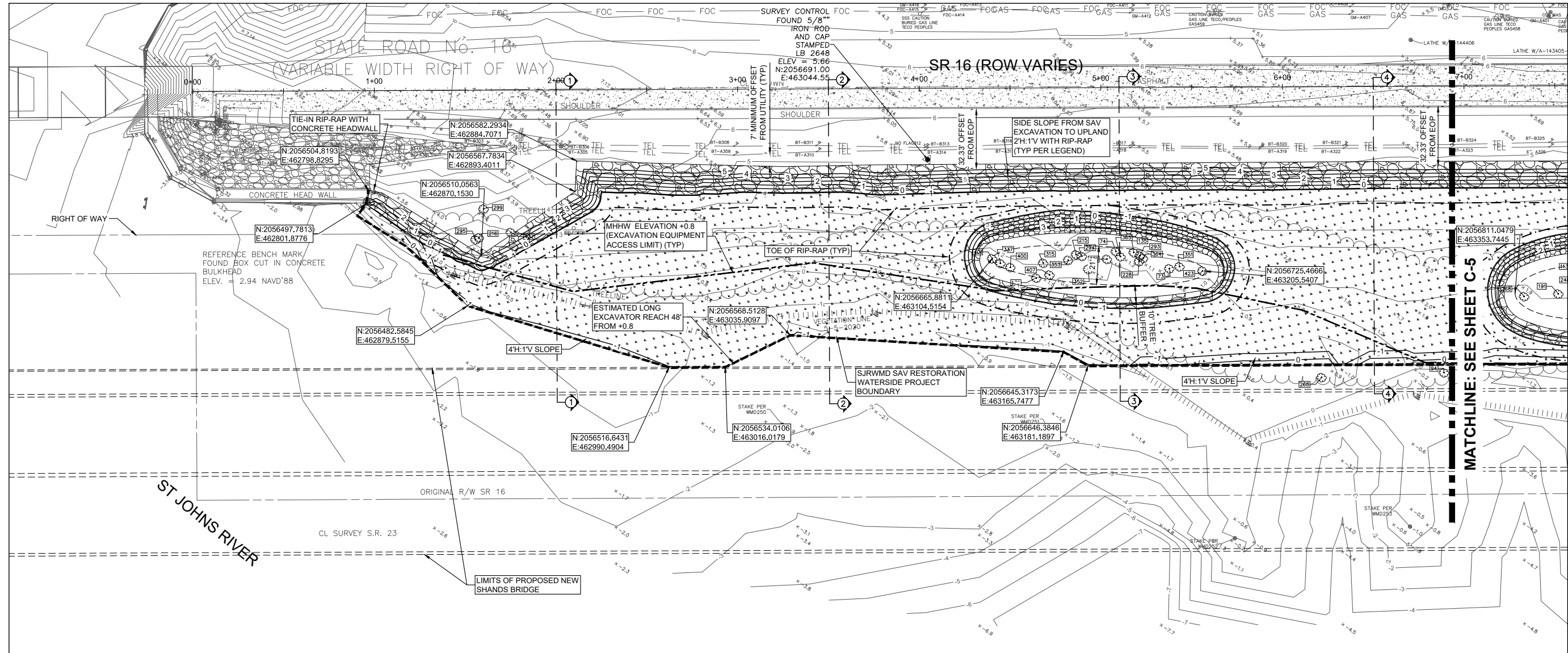
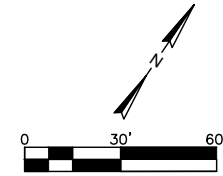
SAV EXCAVATION TO (-) 1.2'

RIP-RAP (BANK AND SHORE PROTECTION)  $\text{\textcircled{A}}$   
D-1

RIP-RAP (DITCH LINING)  $\text{\textcircled{B}}$   
D-1

**NOTE:**

- SLOPES WITH RIP-RAP ARE TO BE 2'H:1'V
- SLOPES WITHOUT RIP-RAP ARE TO BE 4'H:1'V
- CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION



Signature  
Michael R. Minih, P.E.  
FL Professional Eng. #71640  
Date

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			

FIRST COAST EXPRESSWAY SAV RESTORATION  
STATE ROAD 16  
**SOUTH OF SR16**  
**GRADING, RIP-RAP AND STAKING PLAN**  
ST. JOHNS COUNTY FLORIDA  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

DESIGN	DRAWN	DATE	ISSUE
MRK	SJD	20-10-15	
JOB NUMBER		AUGUST 2020	
ISSUE DATE			
ISSUE			90%




**FOUR WATERS ENGINEERING**  
324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
904-414-2400 C.O.A.# 31101 WWW.FWENG.COM

DRAWING NUMBER  
**C-4**

STEVE DUCHARME LOCATION: E:\20-1015\_SJRWMD\_FCA\_RESTORATION\A\GIS\FCA-DESIGN-3.DWG

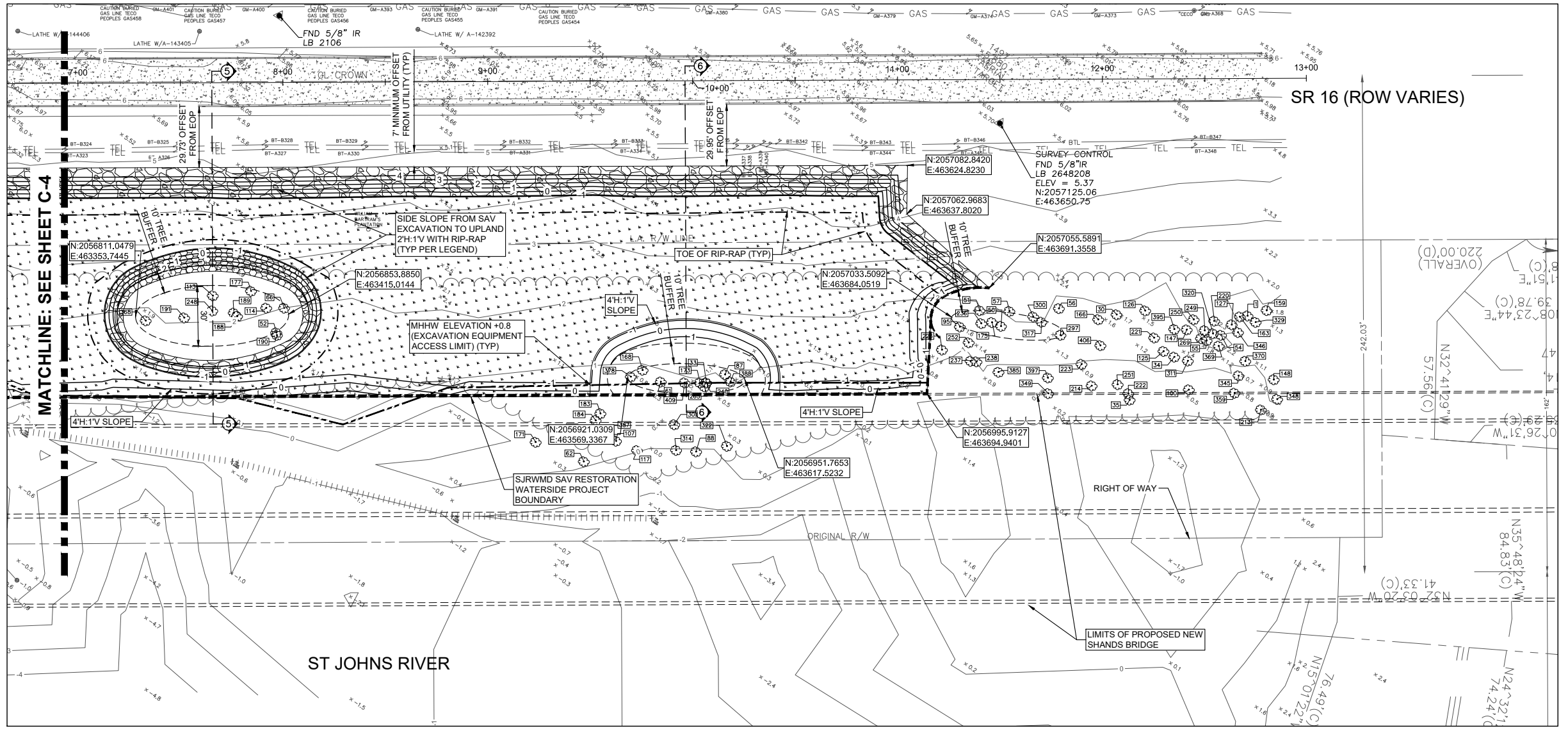
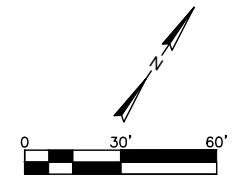


**LEGEND:**

-  SAV EXCAVATION TO (-) 1.2'
-  RIP-RAP (BANK AND SHORE PROTECTION) A  
D-1
-  RIP-RAP (DITCH LINING) B  
D-1

**NOTE:**

1. SLOPES WITH RIP-RAP ARE TO BE 2'H:1'V
- SLOPES WITHOUT RIP-RAP ARE TO BE 4'H:1'V
2. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION



MATCHLINE: SEE SHEET C-4

SR 16 (ROW VARIES)

ST JOHNS RIVER

SJRWMD SAV RESTORATION  
WATERSIDE PROJECT  
BOUNDARY

LIMITS OF PROPOSED NEW  
SHANDS BRIDGE

Signature  
Michael R. Kline, P.E.  
FL Professional Eng. #71640  
Date

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			

**FIRST COAST EXPRESSWAY SAV RESTORATION  
STATE ROAD 16  
SOUTH OF SR16  
GRADING, RIP-RAP AND STAKING PLAN**

ST. JOHNS COUNTY FLORIDA  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

DESIGN	DRAWN	DATE	ISSUE
MRK	SLD	20-10-15	2020
20-10-15		AUGUST	98%


**FOUR WATERS ENGINEERING**  
324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
904-414-2400 C.O.A.# 31101 WWW.FOURWATERS.COM

DRAWING NUMBER  
**C-5**

LEGEND:

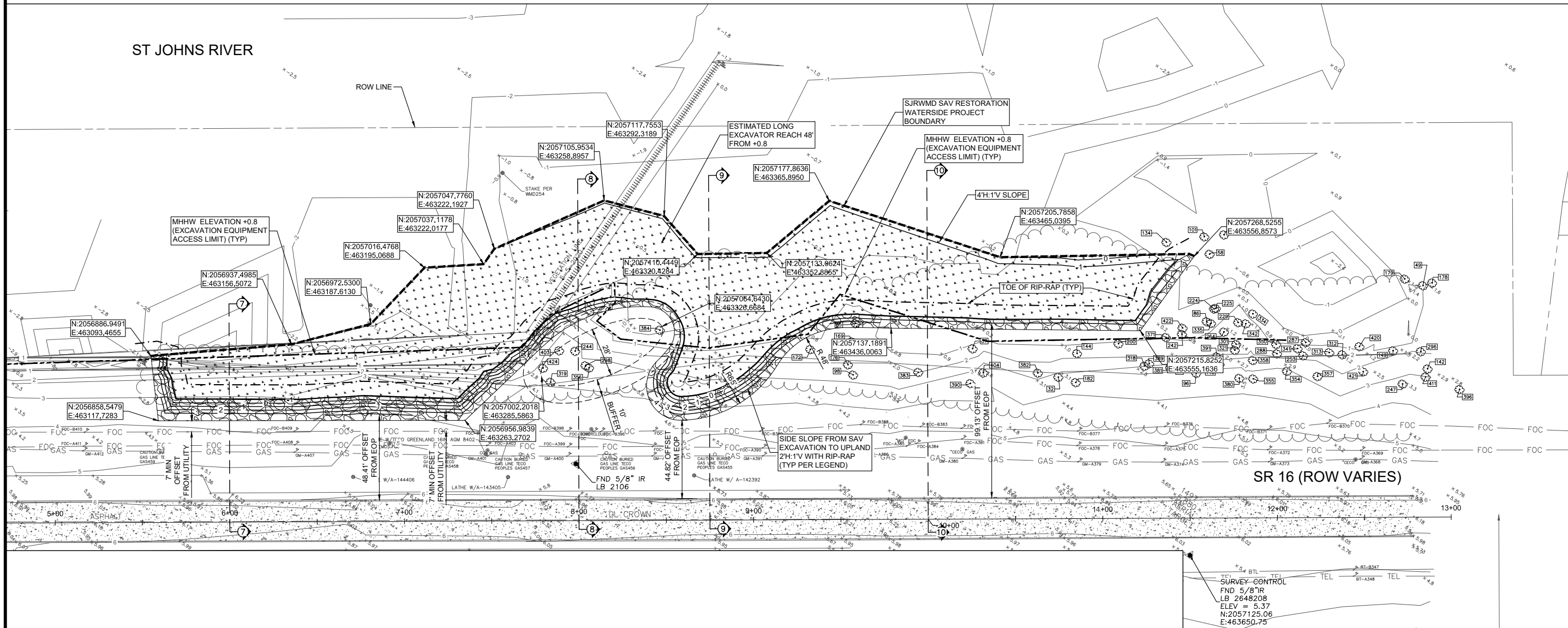
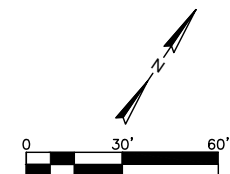
 SAV EXCAVATION TO (-) 1.2'

 RIP-RAP (BANK AND SHORE PROTECTION)  $\text{\textcircled{A}}$   
 $\text{\textcircled{D-1}}$

 RIP-RAP (DITCH LINING)  $\text{\textcircled{B}}$   
 $\text{\textcircled{D-1}}$

NOTE:

- SLOPES WITH RIP-RAP ARE TO BE 2'H:1'V
- SLOPES WITHOUT RIP-RAP ARE TO BE 4'H:1'V
- CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION



Signature  
Michael R. Minih, P.E.  
FL Professional Eng. #71640  
Date

REV	DATE	BY	CHKD	DESCRIPTION
1				
2				
3				
4				
5				
6				

FIRST COAST EXPRESSWAY SAV RESTORATION  
STATE ROAD 16  
**NORTH OF SR16**  
**GRADING, RIP-RAP AND STAKING PLAN**  
ST JOHNS COUNTY FLORIDA  
ST JOHNS RIVER WATER MANAGEMENT DISTRICT

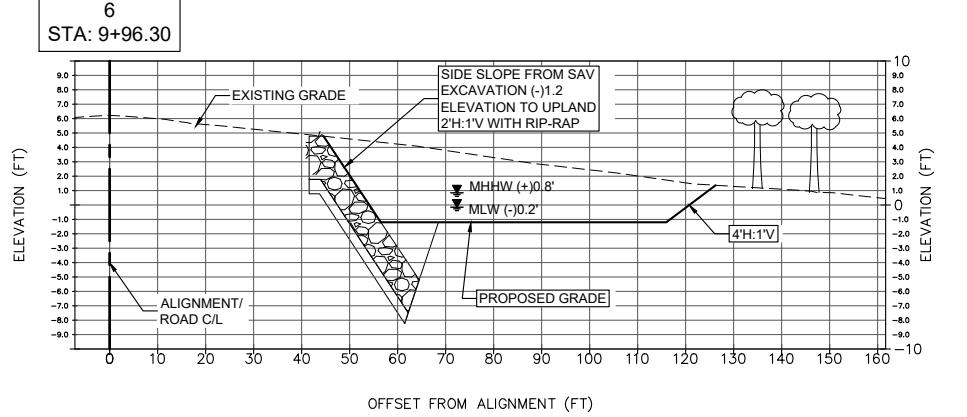
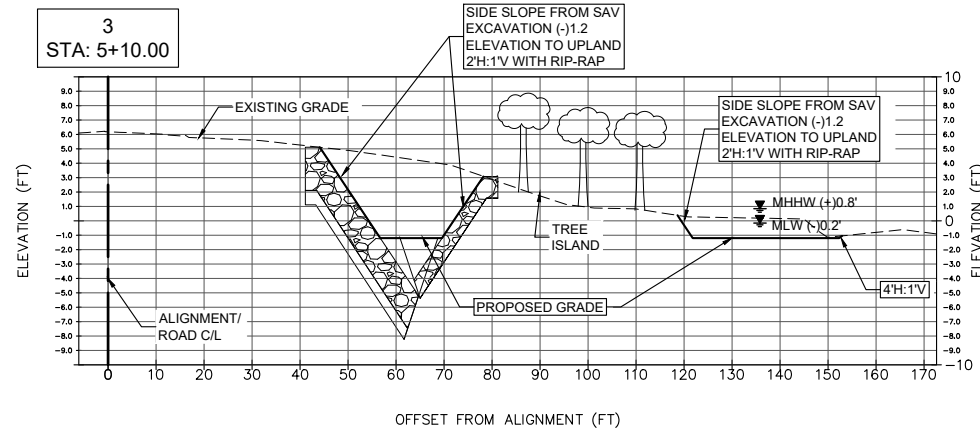
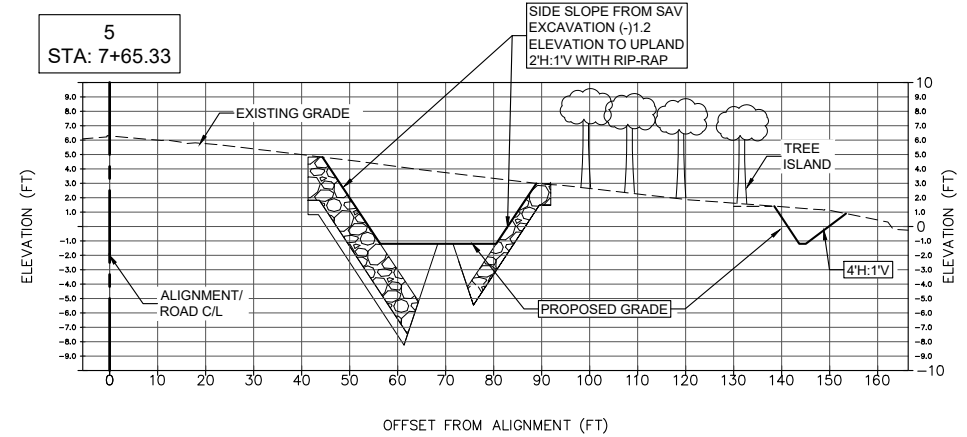
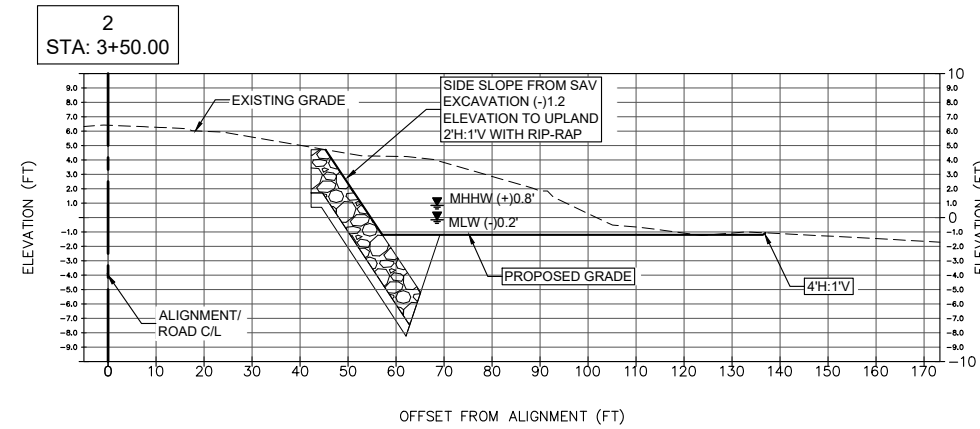
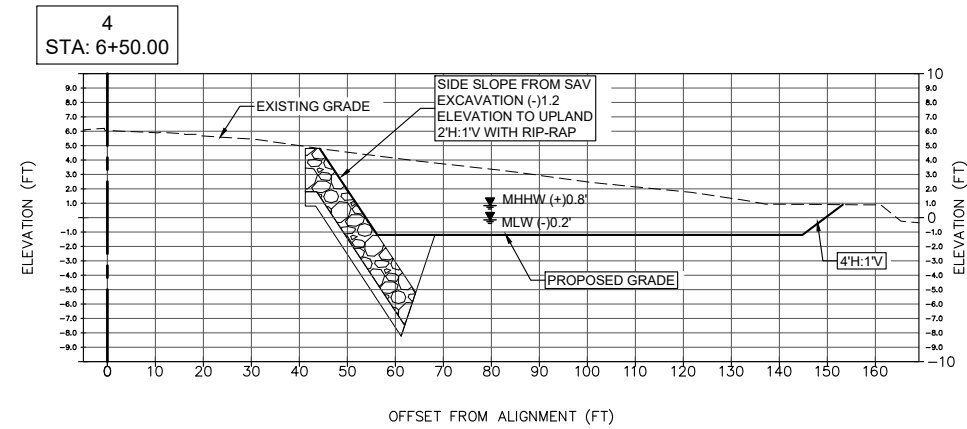
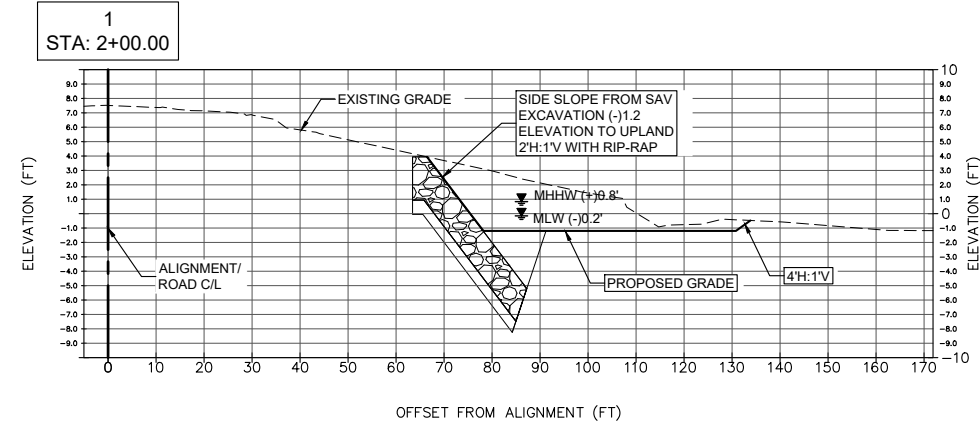
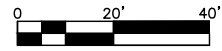
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			AUGUST 2020	
				90%

**FOUR WATERS ENGINEERING**  
324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
904-414-2400 C.O.A.# 31101 WWW.FOURWATERS.COM

DRAWING NUMBER  
**C-6**

STEVE DUCHARME LOCATION: E:\20-1015\_SJRWMD\_FCA\_RESTORATION\A\GIS\FCA-DESIGN-3.DWG

STEVE DUCHARME LOCATION: E:\20-1015\_SJRWMD\_ECX\_RESTORATION\X\GIS\F02-DESIGN-3.DWG



FIRST COAST EXPRESSWAY SAV RESTORATION  
STATE ROAD 16

**CONSTRUCTION SECTIONS - SOUTH OF SR16**

ST. JOHNS COUNTY FLORIDA  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

DESIGN	DRAWN	DATE	ISSUE
MJK	SLD	20-1015	2020
20-1015	20-1015	AUGUST	2020
20-1015	20-1015	AUGUST	2020
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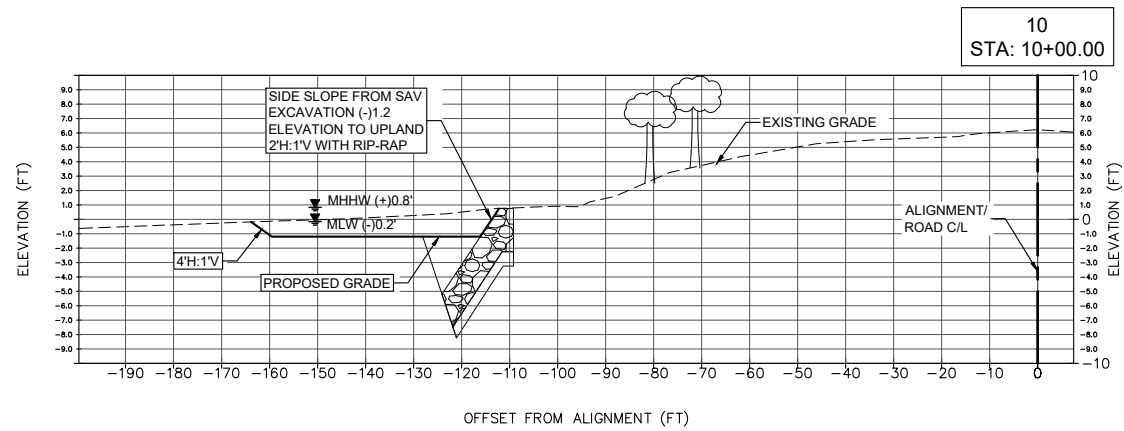
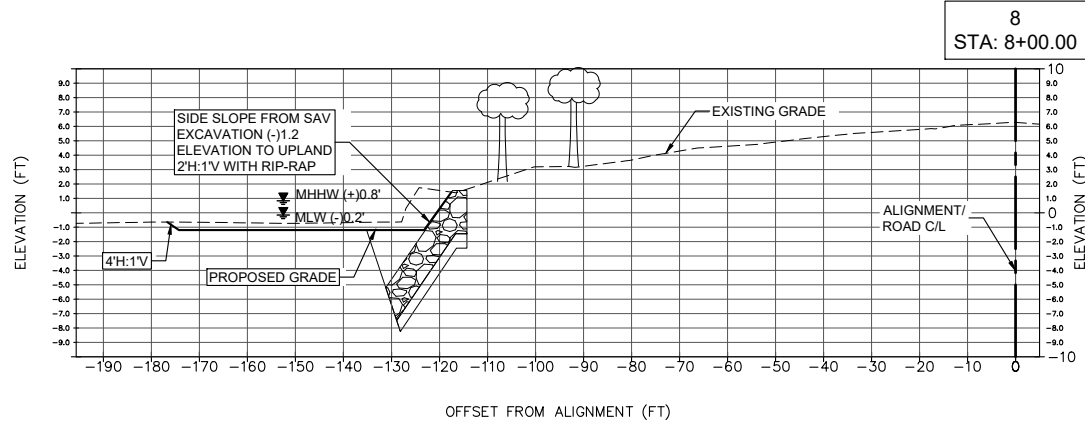
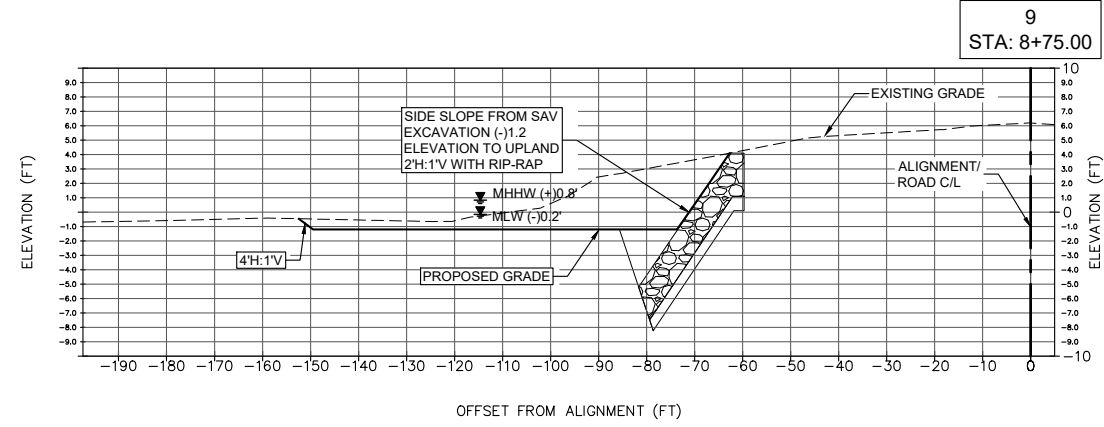
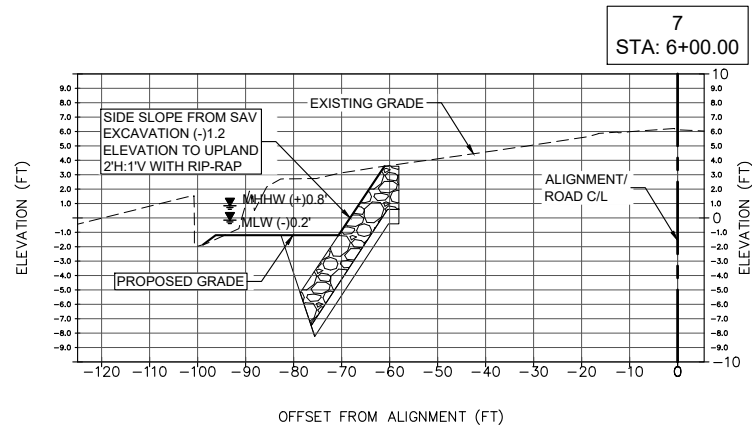
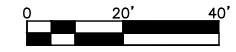
**FOUR WATERS ENGINEERING**  
324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
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DRAWING NUMBER  
**C-7**

REV	NO	DATE	BY	DESCRIPTION
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3	3			
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5	5			
6	6			

Signature  
Michael R. Kinn, P.E.  
FL Professional Eng. #71640  
Date

STEVE DUCHARNE LOCATION: E:\20-1015\_SRWMD\_ECX\_RESTORATION\A\GIS\ECX-DESIGN-3.DWG



Signature  
Michael R. Kinn, P.E.  
FL Professional Eng. #71640  
Date

REV	NO	DATE	DRWN	CHKD	DESCRIPTION
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2					
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FIRST COAST EXPRESSWAY SAV RESTORATION  
STATE ROAD 16  
**CONSTRUCTION SECTIONS - NORTH OF SR16**  
ST. JOHNS COUNTY FLORIDA  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

DESIGN	DRAWN	ISSUE
MRK	SLD	DATE
20-1015	20-1015	AUGUST 2020
NUMBER	ISSUE	DATE
		2020
		90%

**FOUR WATERS ENGINEERING**  
324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
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DRAWING NUMBER  
**C-8**

CONSTRUCTION SPECIFICATIONS AND NOTES FOR RIPRAP SYSTEM:

- GENERAL: THIS SECTION SHALL COVER THE WORK OF FURNISHING AND CONSTRUCTING THE RIPRAP WHICH SHALL CONSIST OF A PROTECTIVE COURSE OF STONE OR OTHER APPROVED MATERIALS ON EMBANKMENT SLOPES, IN CHANNELS, OR OTHER WORK AS SHOWN ON THE PLANS OR DIRECTED, WITH A FILTER BLANKET, ALL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN CONFORMITY WITH THE LINES AND GRADES NOTED IN THE PLAN DETAILS.
- RELATED DOCUMENTS:
  - DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND OTHER SPECIFICATION SECTIONS, APPLY TO WORK OF THIS SECTION.
  - FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 530, AND FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). WORK SHALL COMPLY WITH THE REQUIREMENTS OF FDOT SPECIFICATIONS AND STANDARD INDEX AS MODIFIED HEREIN.
- UNLESS OTHERWISE NOTED, RUBBLE RIPRAP FOR CHANNEL PROTECTION ON DISTRICT LAND FOR THIS PROJECT SHALL CONSIST ENTIRELY OF BROKEN STONE OR CONCRETE AND SHALL COMPLY WITH THE REQUIREMENTS SECTION 530-2.2.2 (DITCH LINING) OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
- CONCRETE RECYCLED RIPRAP MAY BE SUBSTITUTED PER THE APPROVAL OF THE DISTRICT. CONCRETE RECYCLED RIPRAP SHALL BE CLEAN, FREE OF EXPOSED METAL AND MEET SIZING PER RUBBLE RIPRAP (BANK AND SHORE PROTECTION) OF SECTION 530-2.1.3 OR SECTION 530-2.2.2 (DITCH LINING) FDOT SPECIFICATIONS AS SPECIFIED IN THE CONSTRUCTION PLANS.
- BEDDING STONE SHALL COMPLY WITH THE REQUIREMENTS SECTION 530-2.3 (BEDDING STONE) OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
- GEOTEXTILE FABRIC SHALL BE NEEDLE-PUNCHED NON-WOVEN FABRIC (OR APPROVED EQUAL) AND SHALL COMPLY WITH THE REQUIREMENTS SECTION 514 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). ADDITIONALLY, THE GEOTEXTILE FABRIC MATERIAL SHALL CONFORM TO THE REQUIREMENTS FOR TYPE D-2 OF THE FDOT SPECIFICATIONS SECTION 985.
- CONSTRUCTION REQUIREMENTS: ALL SLOPES TO BE TREATED WITH RIPRAP SHALL BE TRIMMED TO THE LINES AND GRADES INDICATED BY THE PLANS OR DIRECTED. LOOSE MATERIAL SHALL BE COMPACTED BY METHODS APPROVED BY THE DISTRICT OR REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. SLOPES SHALL REQUIRE BEDDING STONE WITH FILTER BLANKET (GEOTEXTILE MATERIAL) UNDER THE RIPRAP SHALL, IN ADDITION TO THE ABOVE, BE PREPARED AS NOTED BELOW. PLACEMENT OF ANY RIPRAP ON A FILTER BLANKET SHALL BE BY SUCH MEANS THAT WILL NOT DAMAGE OR DESTROY THE BLANKET. ANY DAMAGE TO THE BLANKET SHALL BE REPAIRED OR REPLACED; TO THE DISTRICT'S APPROVAL, WITHOUT ADDITIONAL COMPENSATION. IF DIRECTED BY THE DISTRICT OR SHOWN BY PLAN DETAILS, ALL OUTER EDGES AND THE TOP OF RIPRAP WHERE THE RIPRAP TERMINATES SHALL BE FORMED SO THAT THE SURFACE OF THE RIPRAP WILL BE EMBEDDED AND EVEN WITH THE SURFACE OF THE GROUND AND/OR SLOPE. ALL RIPRAP CONSTRUCTION SHALL BEGIN AT THE BOTTOM OF THE SLOPE AND PROGRESS UPWARD.

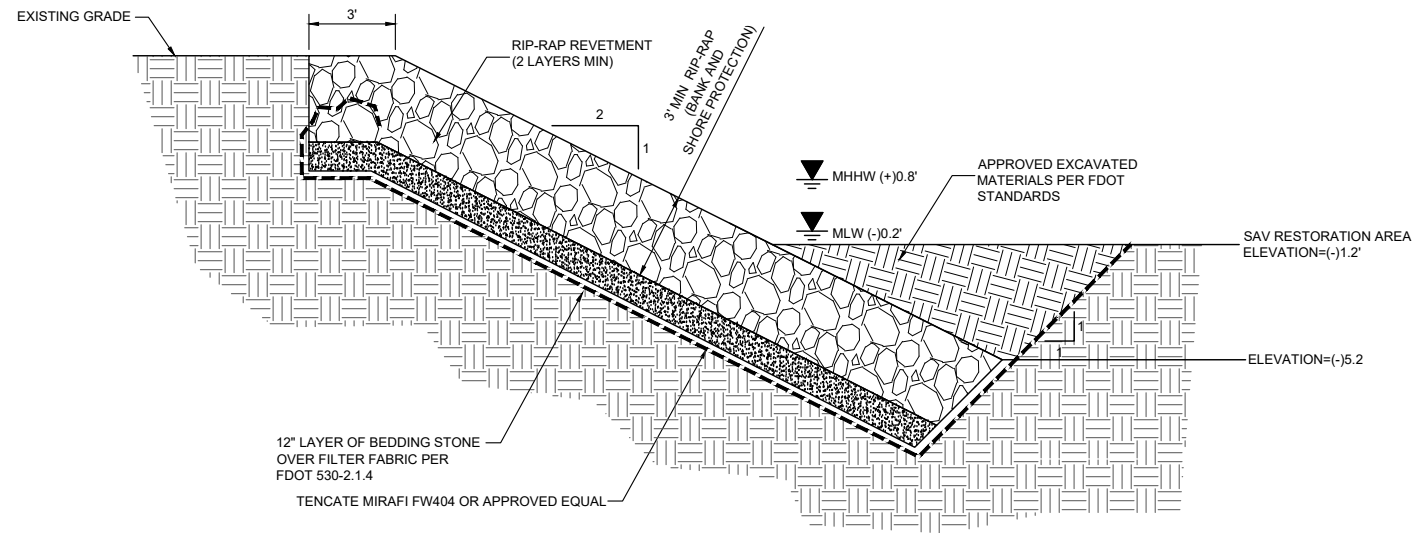
FOUNDATION PREPARATION: AREAS ON WHICH FILTER FABRICS ARE TO BE PLACED SHALL BE UNIFORMLY TRIMMED AND DRESSED TO CONFORM TO CROSS-SECTIONS SHOWN BY THE PLANS AND SHALL ALSO CONFORM TO THE REQUIREMENTS UNDER "EARTHWORK" AND ANY OTHER APPLICABLE SPECIFICATIONS ON REFERENCE DRAWINGS.

FILTER FABRIC (GEOTEXTILE MATERIAL): FILTER FABRIC SHALL BE PLACED IN THE MANNER AND AT THE LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE DISTRICT. AT THE TIME OF INSTALLATION, FABRIC SHALL BE REJECTED IF IT HAS DEFECTS, RIPS, HOLES, FLAWS, DETERIORATION OR DAMAGE INCURRED DURING MANUFACTURER, TRANSPORTATION OR STORAGE. THE FABRIC SHALL BE PLACED WITH THE LONG DIMENSION PARALLEL TO THE CENTERLINE OF THE CHANNEL OR SHORELINE UNLESS OTHERWISE DIRECTED BY THE DISTRICT, AND SHALL BE LAID SMOOTH AND FREE OF TENSION, STRESS, FOLDS, WRINKLES OR CREASES. THE STRIPS SHALL BE PLACED TO PROVIDE A MINIMUM WIDTH OF 24 INCHES OF OVERLAP FOR EACH JOINT WITH THE UPSTREAM STRIP OF FABRIC OVERLAPPING THE DOWNSTREAM STRIP. OVERLAP JOINTS AND SEAMS SHALL BE MEASURED AS A SINGLE LAYER OF CLOTH. SECURING PINS WITH WASHERS SHALL BE INSERTED THROUGH BOTH STRIPS OF OVERLAPPED CLOTH AT NOT GREATER THAN THE FOLLOWING INTERVALS ALONG A LINE THROUGH THE MIDPOINT OF THE OVERLAP.

PIN SPACING	SLOPE
3 FT.	3:1 TO 4:1
5 FT.	FLATTER THAN 4:1

THE FABRIC SHALL BE TURNED DOWN AND BURIED TWO FEET AT ALL EXTERIOR LIMITS EXCEPT WHERE A STONE-FILLED KEY IS PROVIDED BELOW NATURAL GROUND OR OTHERWISE SHOWN. ADDITIONAL PINS REGARDLESS OF LOCATION SHALL BE INSTALLED AS NECESSARY TO PREVENT ANY SLIPPAGE OF THE FILTER FABRIC. OVERLAPS IN THE FABRIC SHALL BE PLACED SO THAT ANY UPSTREAM STRIP OF FABRIC WILL OVERLAP THE DOWNSTREAM STRIP. SHOULD THE DISTRICT DIRECT THAT THE FABRIC BE PLACED WITH THE LONG DIMENSION PERPENDICULAR TO THE CENTERLINE OF THE CHANNEL OR SHORELINE, THE LOWER STRIP OF FABRIC SHALL UNDERLAP THE NEXT HIGHER STRIP. EACH SECURING PIN SHALL BE PUSHED THROUGH THE FABRIC UNTIL THE WASHER BEARS AGAINST THE FABRIC AND SECURES IT FIRMLY TO THE FOUNDATION. THE FABRIC SHALL BE PROTECTED AT ALL TIMES DURING CONSTRUCTION FROM CONTAMINATION BY SURFACE RUNOFF AND ANY FABRIC SO CONTAMINATED SHALL BE REMOVED AND REPLACED WITH UNCONTAMINATED FABRIC. ANY DAMAGE TO THE FABRIC DURING ITS INSTALLATION OR DURING PLACEMENT OF RIPRAP SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST. THE WORK SHALL BE SCHEDULED SO THAT 5 DAYS DOES NOT EXPIRE BETWEEN PLACEMENT OF THE FABRIC AND THE COVERING OF THE FABRIC WITH RIPRAP.

STONE AND CONCRETE RUBBLE RIPRAP: PLACEMENT OF STONE OR CONCRETE MAY, UNLESS OTHERWISE NOTED HEREINAFTER, BE PLACED BY METHODS AND EQUIPMENT APPROVED BY THE DISTRICT SUITABLE FOR THE PURPOSE OF PLACING THE RIPRAP IN ACCORDANCE WITH THE REQUIREMENTS FOR THE CLASS RIPRAP INVOLVED WITHOUT DAMAGING ANY EXISTING FACILITY OR CONSTRUCTION FEATURE. THE STONE OR CONCRETE SHALL BE PLACED IN SUCH A MANNER AS TO PRODUCE A REASONABLY WELL GRADED MASS OF ROCK WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS. STONE OR CONCRETE SHALL BE LAID WITH CLOSE BROKEN JOINTS AND RESTING ON THE EMBANKMENT SLOPE. THE RIPRAP SHALL BE CONSTRUCTED TO THE LINES, GRADES AND THICKNESS SHOWN BY THE PLANS OR AS DIRECTED. RIPRAP SHALL BE PLACED TO ITS FULL COURSE THICKNESS IN ONE OPERATION AND IN SUCH A MANNER AS TO AVOID DISPLACING OR DAMAGING THE FILTER BLANKET MATERIAL. THE LARGER STONE OR CONCRETES SHALL BE WELL DISTRIBUTED AND THE ENTIRE MASS OF STONE OR CONCRETES IN THEIR FINAL POSITION SHALL CONFORM TO A REASONABLE UNIFORM GRADATION. THE FINISHED RIPRAP SHALL BE FREE FROM OBJECTIONABLE POCKETS OF SMALL STONE OR CONCRETES AND CLUSTERS OF LARGER STONE OR CONCRETES. OPEN JOINTS SHALL BE FILLED WITH SPALLS, OR SMALL STONE OR CONCRETES IN SUCH MANNER THAT ALL STONE OR CONCRETES ARE TIGHTLY WEDGED OR KEYED. PLACING RIPRAP BY DUMPING INTO CHUTES OR BY OTHER METHODS LIKELY TO CAUSE SEGREGATION OF SIZES SHALL NOT BE PERMITTED. THE DESIRED DISTRIBUTION OF THE VARIOUS SIZES OF STONE OR CONCRETES THROUGHOUT THE MASS SHALL BE OBTAINED BY SELECTIVE LOADING OF THE MATERIAL AT THE SOURCE, BY CONTROLLED DUMPING OF SUCCESSIVE LOADS DURING FINAL PLACING, OR BY OTHER METHODS OF PLACEMENT WHICH WILL PRODUCE THE SPECIFIED RESULTS. THE INDIVIDUAL PIECES OF STONE OR CONCRETE IN EACH HORIZONTAL COURSE SHALL BE LAID SO THAT THEY WILL BREAK AWAY FROM EMBANKMENT. REARRANGING OF INDIVIDUAL STONE OR CONCRETES BY MECHANICAL EQUIPMENT, OR BY HAND, WILL BE REQUIRED TO THE EXTENT NECESSARY TO OBTAIN A REASONABLY WELL GRADED DISTRIBUTION OF STONE OR CONCRETE AS SPECIFIED HEREIN.

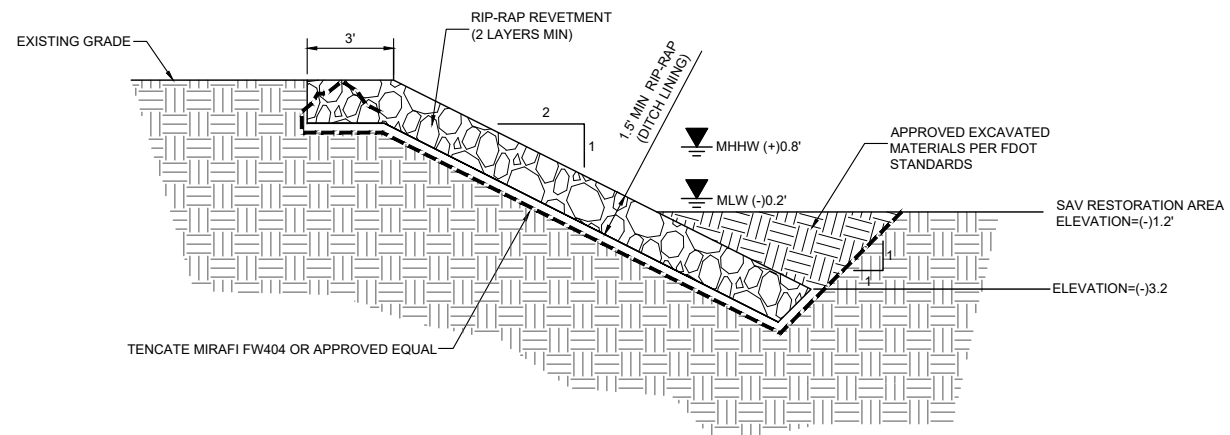


- NOTES
- REVETMENT STONE OR CONCRETE SHALL BE A MINIMUM OF TWO UNITS THICK AND BE PLACED TO MAXIMIZE CONTACT BETWEEN ADJACENT STONES OR CONCRETE PIECES
  - SMALLER STONES OR CONCRETE PIECES SHALL BE UTILIZED FOR CHINKING TO ACHIEVE UNIFORM INSTALLATION CONFORMITY TO LINES AND GRADES
  - ROCK AND CONCRETE SIZE SHOWN IS BASED ON A MINIMUM DRY UNIT WEIGHT OF 150 PCF.
  - EXISTING GRADE SHOWN AT TIME OF SURVEY. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION
  - GEOTEXTILE FABRIC SHALL HAVE A MINIMUM OVERLAP OF TWO FEET AND PLACED BETWEEN STONE LAYERS AT TOP OF BANK AND AS SHOWN AT TOE.

RIP-RAP (BANK AND SHORE PROTECTION) DETAIL A

NTS

A



- NOTES
- REVETMENT STONE OR CONCRETE SHALL BE A MINIMUM OF TWO UNITS THICK AND BE PLACED TO MAXIMIZE CONTACT BETWEEN ADJACENT STONES OR CONCRETE PIECES
  - SMALLER STONES OR CONCRETE PIECES SHALL BE UTILIZED FOR CHINKING TO ACHIEVE UNIFORM INSTALLATION CONFORMITY TO LINES AND GRADES
  - ROCK AND CONCRETE SIZE SHOWN IS BASED ON A MINIMUM DRY UNIT WEIGHT OF 150 PCF.
  - EXISTING GRADE SHOWN AT TIME OF SURVEY. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION
  - GEOTEXTILE FABRIC SHALL HAVE A MINIMUM OVERLAP OF TWO FEET AND PLACED BETWEEN STONE LAYERS AT TOP OF BANK AND AS SHOWN AT TOE.

RIP-RAP (DITCH LINING) DETAIL B

NTS

B

	Signature Michael R. Kline, P.E. FL Professional Eng. #71640	Date	
DESCRIPTION			
DRAWN	CHKD	BY	
DATE	DATE	BY	
REV	NO	DATE	DESCRIPTION
1	1		
2	2		
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4	4		
5	5		
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FIRST COAST EXPRESSWAY SAV RESTORATION STATE ROAD 16

## CONSTRUCTION DETAILS

ST. JOHNS COUNTY FLORIDA  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

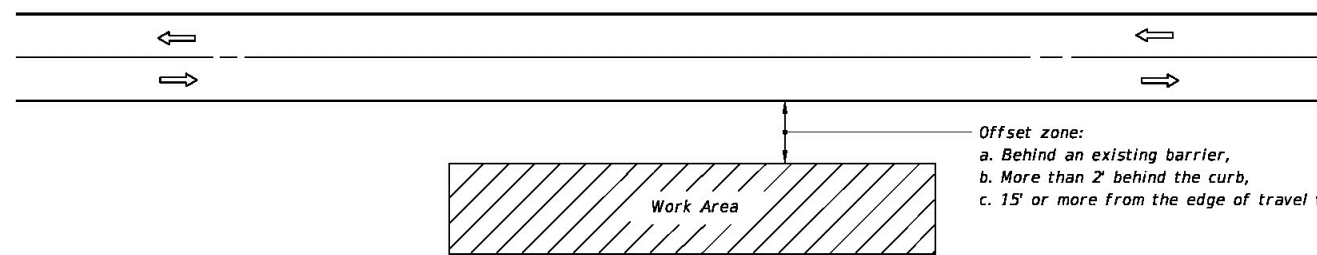
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MIRK			20-1015
JOB NUMBER			2020
ISSUE DATE			AUGUST 2020
ISSUE			90%

**FOUR WATERS ENGINEERING**  
324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250  
904-414-2400 C.O.A.# 31101 WWW.FWENG.COM

DRAWING NUMBER  
**D-1**

STEVE DUCHARNE LOCATION: E:\20--1015\_SRWMD\_FCA\_RESTORATION\A\GIS\FCA-GENERAL.DWG

2/26/2020 12:29:40 PM



Offset zone:  
 a. Behind an existing barrier,  
 b. More than 2' behind the curb,  
 c. 15' or more from the edge of travel way.

**GENERAL NOTES**

1. If the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index 102-602.
2. No special signing is required.
3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. When construction activities encroach on a sidewalk refer to Index 102-660.
5. For general TCZ requirements and additional information, refer to Index 102-600.

**SYMBOLS**

- Work Area
- Lane Identification + Direction of Traffic

**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

LAST REVISION 11/01/17	DESCRIPTION:		FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER	INDEX 102-601	SHEET 1 of 1
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Signature  
 Michael R. Klink, P.E.  
 FL Professional Eng. #71640  
 Date

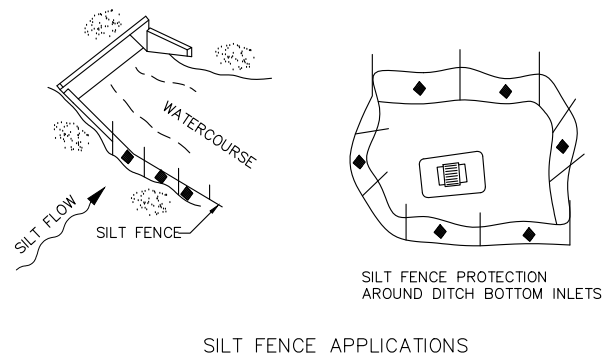
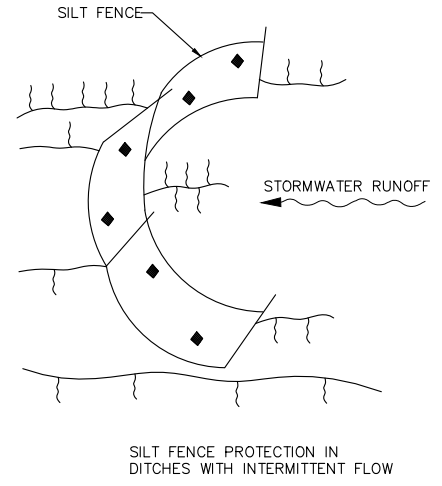
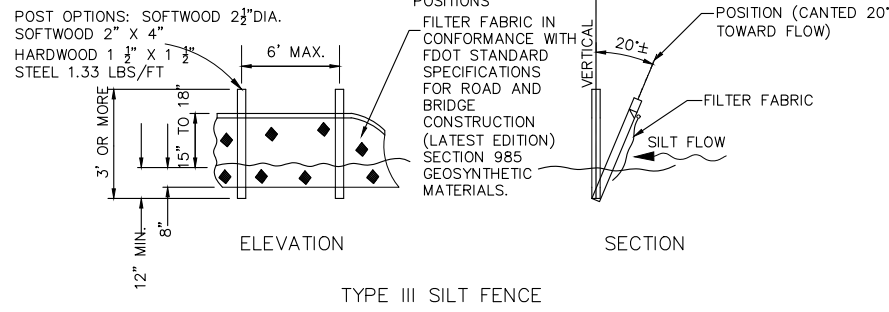
REV NO	DATE	DRWN	CHKD BY	DESCRIPTION
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FIRST COAST EXPRESSWAY SAV RESTORATION  
 STATE ROAD 16  
**CONSTRUCTION DETAILS**  
 ST JOHNS COUNTY FLORIDA  
 ST JOHNS RIVER WATER MANAGEMENT DISTRICT

DESIGN	DRAWN	SLD	20-1015
MIRK	JOB NUMBER	ISSUE DATE	AUGUST 2020
ISSUE	ISSUE	ISSUE	98%

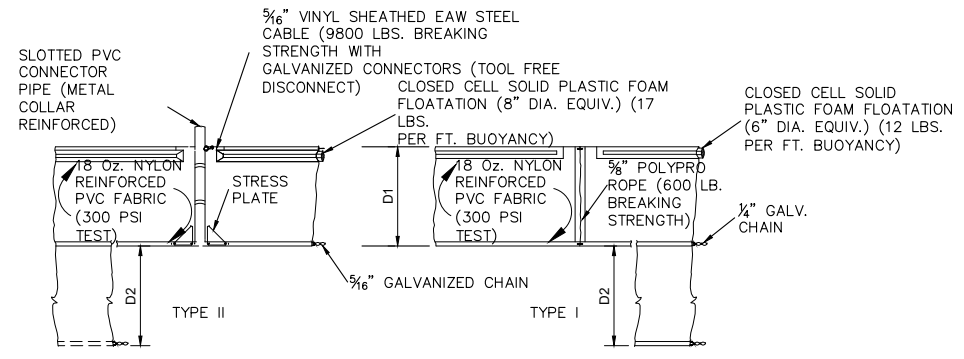
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 904-414-2400 C.O.A.# 31101 WWW.4WENG.COM

DRAWING NUMBER  
**D-2**



- NOTES FOR SILT FENCES**
- TYPE III SILT FENCE TO BE USED AT MOST LOCATIONS. WHERE USED IN DITCHES, THE SPACING FOR TYPE III SILT FENCE SHALL BE IN ACCORDANCE WITH SECTION V OF THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (JULY 2013).
  - TYPE IV SILT FENCE TO BE USED WHERE LARGE SEDIMENT LOADS ARE ANTICIPATED. SUGGESTED USE IS WHERE FILL SLOPE IS 1:2 OR STEEPER AND LENGTH OF SLOPE EXCEEDS 25 FEET. AVOID USE WHERE THE DETAINED WATER MAY BACK INTO TRAVEL LANES OR OFF THE RIGHT OF WAY.
  - DO NOT CONSTRUCT SILT FENCES ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
  - WHERE USED AS SLOPE PROTECTION, SILT FENCE IS TO BE CONSTRUCTED ON 0% LONGITUDINAL GRADE TO AVOID CHANNELIZING RUNOFF ALONG THE LENGTH OF THE FENCE.
  - SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, (LF).

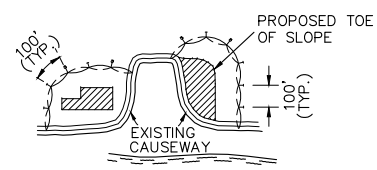
**TEMPORARY SILT FENCE DETAIL**  
NOT TO SCALE



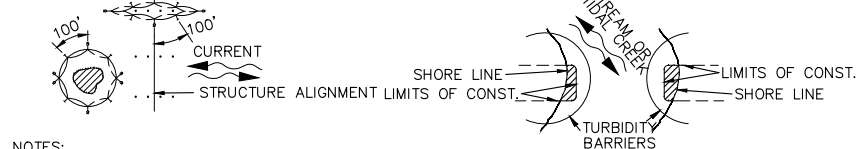
D1= 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS).  
D2= 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5')  
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTICE: COMPONENTS OF TYPE I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGN. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

**FLOATING TURBIDITY BARRIERS**  
NOT TO SCALE

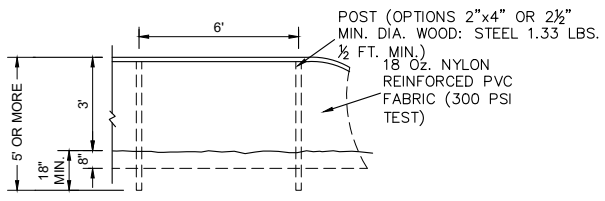


- GENERAL NOTES:**
- FLOATING TURBIDITY BARRIERS ARE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR FLOATING TURBIDITY BARRIER, LF.
  - STAKED TURBIDITY BARRIERS ARE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED TURBIDITY BARRIER, LF.



- NOTES:**
- TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
  - NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.
  - DEPLOYMENT OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
  - NAVIGATION MAY REQUIRE SEGMENTING BARRIER DURING CONSTRUCTION OPERATIONS.
  - TURBIDITY BARRIERS SHALL CONFORM TO SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
- LEGEND**
- PILE LOCATIONS
  - ▨ DREDGE OR FILL AREA
  - MOORING BUOY W/ANCHOR
  - ANCHOR
  - BARRIER MOVEMENT DUE TO CURRENT ACTION

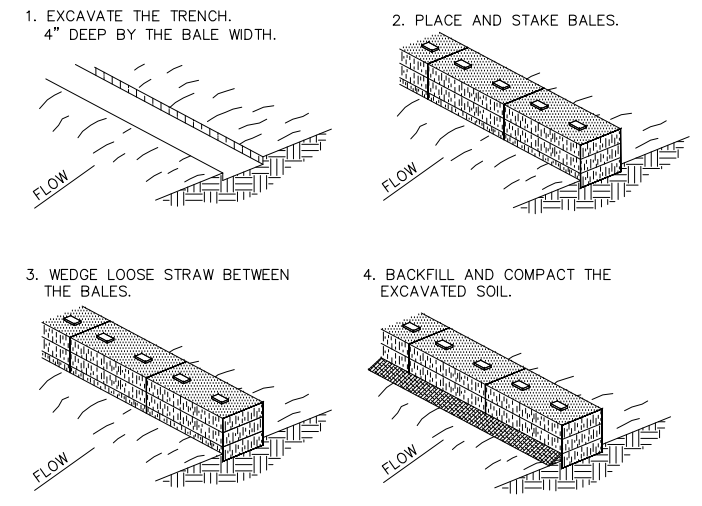
**TURBIDITY BARRIER APPLICATIONS**  
NOT TO SCALE



**STAKED TURBIDITY BARRIER**  
NOT TO SCALE

**NOTES:**

TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE AT THE CONTRACTORS OPTIONS UNLESS OTHERWISE SPECIFIED IN THE PLANS, HOWEVER PAYMENT WILL BE UNDER THE PAY ITEM(S) ESTABLISHED IN THE PLANS FOR FLOATING TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE DISTRICT.



**NOTES:**

- INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- BALES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

**HAY BALE BARRIER**  
NOT TO SCALE

**EROSION AND SEDIMENT CONTROL NOTES:**

- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL WORK AT COMPLETION OF CONSTRUCTION.
- ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
- THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 8 INCHES. THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
- SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND GRASSED.
- THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS, PERMITS, AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CRITERIA.
- FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (LATEST EDITION).
- ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, WATERED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED. GRASSING SHALL CONFORM TO THE REQUIREMENTS OF SECTIONS 570 AND 981 THRU 983 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITIONS). NOTE THAT OTHER GRASSING ALTERNATIVES MAY BE USED WITH PRIOR DISTRICT APPROVAL.

Signature: Michael R. Kline, P.E., FL Professional Eng. #11640

Date:

REV. NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			

FIRST COAST EXPRESSWAY SAV RESTORATION STATE ROAD 16

**CONSTRUCTION DETAILS**

ST. JOHNS COUNTY FLORIDA

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

DESIGN	DRAWN	ISSUE	DATE	ISSUE
MRK	SLD		20-1015	
JOB NUMBER			AUGUST 2020	
ISSUE DATE				90%

**FOUR WATERS ENGINEERING**

324 6th AVE N. JACKSONVILLE BEACH, FLORIDA 32250

904-414-2400 C.O.A.# 31101 WWW.4WENG.COM

DRAWING NUMBER

**D-3**

LOCATION: B-20-1015, SJRWMD, ECA, RESTORATION\A\CS\1\EC-GENERAL.DWG