

RESOLUTION NO: 2013 - 276

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO. 14-03 PURCHASE OF HOT MIX ASPHALT FOR THE SJC ROAD & BRIDGE DEPARTMENT

RECITALS

WHEREAS, the County desires to enter into a contract with Oldcastle Southern Group d/b/a APAC Southeast, Inc. to provide hot mix asphalt to the St. Johns County Road & Bridge Department; and

WHEREAS, the scope of the project shall consist of providing hot mix asphalt to the SJC Road & Bridge Department on an as needed basis for annual requirements; and

WHEREAS, through the County's formal bid process, Oldcastle Southern Group dba APA Southeast, Inc/ was the only bidder, and was determined to be a responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the contract is being funded by the SJC Road & Bridge Department; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into the contract serves a public purpose.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 14-03 to Oldcastle Southern Group d/b/a APAC Southeast, Inc.

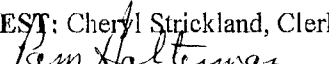
Section 3. The County Administrator, or designee, is further authorized to execute the a contract in substantially the same form and format as attached hereto with Oldcastle Southern Group d/b/a APAC Southeast, Inc. on behalf of the County for the purchase of hot mix asphalt as specifically provided in the Bid Documents for Bid No 14-03.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of December, 2013.

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

By: 
John H. Morris, BOCC Chair

ATTEST: Cheryl Strickland, Clerk
By: 
Deputy Clerk

RENDITION DATE 12/19/13





CONTRACT AGREEMENT
Bid No: 14-03; Purchase of Hot Mix Asphalt
Master Contract #: _____

This Contract Agreement is made as of this _____ day of _____, 2013, by and between St. Johns County, FL, located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and Oldcastle Southern Group dba APAC-Southeast, Inc authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is P.O. Box 24728, Jacksonville, FL 32241, whose Phone: (904) 288-6300 and Fax: (904) 288-6301.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of one (1) calendar year, and may be extended for up to a maximum of four (4) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactory performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement and any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to supply the SJC Road & Bridge Department with Hot Mix Asphalt in accordance with Bid No: 14-03 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of Ivan Burrell, Road & Bridge Superintendent, SJC Road & Bridge Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The CONTRACTOR shall perform the required Services as needed by the SJC Road & Bridge Department. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the SJC Road & Bridge Department. No changes to said schedule shall be made without prior written authorization from the COUNTY'S representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The COUNTY shall compensate the CONTRACTOR based upon the unit prices submitted in the Bid Proposal stated herein on Exhibit "A-1". The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by SJC Road & Bridge Department for Services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR's compensation is based upon CONTRACTOR's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.

- C. The CONTRACTOR shall bill the COUNTY for Services satisfactorily performed, and materials satisfactorily delivered.
- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY may return a bill/invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
 St. Johns County Road & Bridge Department
 ATTN: Ivan Burrell, Road & Bridge Superintendent
 1625 State Road 16
 St. Augustine, FL 32084
- F. FINAL INVOICE: In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "final invoice" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

ARTICLE 6 – TERMINATION

- A. This Contract may be terminated by the COUNTY without cause upon at least thirty (30) calendar days advance written notice to the CONTRACTOR of such termination without cause.
- B. This Contract may be terminated by the COUNTY with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the CONTRACTOR fail to perform (default) under the terms of this Contract, then the COUNTY shall provide written notice to the CONTRACTOR, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the COUNTY issue more than one notice of default to the CONTRACTOR within any six (6) consecutive months during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, CONTRACTOR shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the COUNTY in writing, the CONTRACTOR shall:
 1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – PERSONNEL

The CONTRACTOR represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 9 – SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 10 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the COUNTY is exempt from the payment of Sales and Use Taxes. The COUNTY shall execute a tax exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the COUNTY and by the CONTRACTOR that the CONTRACTOR shall not be authorized to use the COUNTY's Tax Exemption status in any manner.

The CONTRACTOR shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from CONTRACTOR's performance under this Contract Agreement.

ARTICLE 11 – AVAILABILITY OF FUNDS

The COUNTY's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the COUNTY will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the COUNTY makes no express commitment to provide such funds in any given COUNTY Fiscal Year. Moreover, it is expressly noted that the CONTRACTOR cannot demand that the COUNTY provide any such funds in any given COUNTY Fiscal Year.

ARTICLE 12 - INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

Certificate Holder Address: St. Johns County, FL
500 San Sebastian View
St. Augustine, FL 32084

1. **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
2. **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
3. **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE 13 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract Agreement.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR'S subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, shall be kept confidential by the CONTRACTOR and shall not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 22 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

ARTICLE 23 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

ARTICLE 24 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract Agreement, and the Equipment Lease Agreement signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract Agreement. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 30 - FLORIDA LAW & VENUE

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

ARTICLE 31 - ARBITRATION

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns COUNTY Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Oldcastle Southern Group dba APAC Southeast, Inc
Attn: Mr. John W. Taylor, Vice President
11482 Columbia Park Drive W, Suite 3
Jacksonville, FL 32258

ARTICLE 33 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

ARTICLE 34 – ACCESS TO RECORDS

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

ARTICLE 35 – PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that {insert party name}'s performance under this Agreement constitutes an act on behalf of the County, {insert party name} shall provide access to all public records made or received by {insert party name} in conjunction with this Agreement. Specifically, if {insert party name} is expressly authorized, and acts on behalf of the County under this Agreement, {insert party name} shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at the CONTRACTOR's sole cost and expense, all public records in the possession of the CONTRACTOR upon termination of this Agreement. The CONTRACTOR shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- c. Failure by the CONTRACTOR to grant such public access shall be cause for unilateral termination of this Agreement by the County. The CONTRACTOR shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the CONTRACTOR's possession and shall promptly provide the County a copy of the CONTRACTOR's response to each such request.

ARTICLE 36 – REVIEW OF RECORDS

As a conditions of entering into the Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Contract. It is specifically noted that Contractor is under no duty to provide access to documentation not related to the Contract, and/or otherwise protected by County, State, or Federal law.

ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, COUNTY Ordinance 92-2 and COUNTY Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the COUNTY Seal/Logo without express written approval of the Board of COUNTY Commissioners of St. Johns COUNTY, Florida.

ARTICLE 38 – SURVIVAL

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be

both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Signature County Representative

Dawn Cardenas
County Representative Printed Name

Purchasing Manager
County Representative Title

LEGALLY SUFFICIENT:

Sr. Assistant County Attorney

Date of Execution

**ATTEST:
CLERK OF COURT**

Deputy Clerk

Date

CONTRACTOR:

Oldcastle Southern Group dba APAC Southeast, Inc
Contractor Full Legal Company Name

Contractor Representative Signature

Contractor Representative Printed Name & Title

Date of Execution

EXHIBIT "A"

BID NO: 14-03; PURCHASE OF HOT MIX ASPHALT FOR SJC ROAD & BRIDGE DEPARTMENT

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Prices as submitted on the "Official Total Bid Form" in the Bid Documents. All fees shown in the Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and will be added to the applicable Contract Amendment.

Price adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the CONTRACTOR and the COUNTY. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

EXHIBIT "A-1"

BID NO: 14-03; PURCHASE OF HOT MIX ASPHALT FOR SJC ROAD & BRIDGE DEPT

UNIT PRICE LIST

The Contractor shall invoice the County, at the end of each month, based on the unit prices stated below.

Hot Asphalt Mix, Type S-I	\$ 66.00 / Ton (picked up by R& B Dept)
Hot Asphalt Mix, Type S-II	\$ 68.00 / Ton (picked up by R & B Dept)
Hot Asphalt Mix, Type S-III	\$ 68.00 / Ton (picked up by R & B Dept)
Hot Asphalt Mix, Type SP12.5	\$ 66.00 / Ton (picked up by R & B Dept)
Hot Asphalt Mix, Type SP9.5	\$ 68.00 / Ton (picked up by R & B Dept)

EXHIBIT "B"

BID NO: 14-03; PURCHASE OF HOT MIX ASPHALT FOR SJC ROAD & BRIDGE DEPARTMENT

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on the date of execution by all parties, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services.



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

RECEIVED
NOV - 1 2013
ST. JOHNS COUNTY
ROAD & BRIDGE

INTEROFFICE MEMORANDUM

TO: Ivan Buttrell, Road & Bridge Manager
FROM: Jaime Locklear, CPPB, Contract Coordinator *JL*
SUBJECT: Transmittal of Bids Received for Bid No. 14-03, Purchase of Annual Hot Mix Asphalt Requirements for St. Johns County Road & Bridge
DATE: October 30, 2013

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval *Ivan Buttrell*

Date *11-20-2013*

Budget Amount *\$30,000*

Account Funding Title *ROAD MATERIALS*

Funding Charge Code *1122-55300*

Award to *APAC SOUTHEAST INC*

Award Amount *S-1 \$66/TON*

S-2 \$68/TON

S-3 \$68/TON

SP-12.5 \$66/TON

SP-9.5 \$68/TON

**ST. JOHNS COUNTY
BID TABULATION**

OPENED BY _____
 TABULATED BY _____
 VERIFIED BY _____

LEIGH DANIELS
 JAIMIE LOCKLEAR

BID TITLE PURCHASE OF ANNUAL HOT MIX ASPHALT REQUIREMENTS
 FOR ST. JOHNS COUNTY ROAD & BRIDGE

BID NUMBER 14-03
 OPENING DATE/TIME October 30, 2013 2:00 PM

POSTING DATE/TIME 10/30/13 3:00 PM
 UNTIL 11/04/13 3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
 DECISION WITH RESPECT TO THE AWARD OF ANY BID,
 SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
 ST. JOHNS COUNTY, A WRITTEN NOTICE OF OBJECTION
 FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
 HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
 HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
 PROTEST PROCEDURES MAY BE OBTAINED IN THE
 PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	HOT ASPHALT MIX, TYPE S-I PRICE PER TON PICKED UP BY R&B AT PLANT	HOT ASPHALT MIX, TYPE S-II PRICE PER TON PICKED UP BY R&B AT PLANT	HOT ASPHALT MIX, TYPE S-III PRICE PER TON PICKED UP BY R&B AT PLANT	HOT ASPHALT MIX, TYPE SP12.5 PRICE PER TON PICKED UP BY R&B AT PLANT	HOT ASPHALT MIX, TYPE SP9.5 PRICE PER TON PICKED UP BY R&B AT PLANT		
OLDCASTLE SOUTHERN GROUP DBA APAC SOUTHEAST INC	\$66.00	\$68.00	\$68.00	\$66.00	\$68.00		

BID AWARD DATE - _____

Bid No: 14-03

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA
BID PROPOSAL

PROJECT: Purchase of Annual Hot Mix Asphalt Requirements for SJC Road & Bridge

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

Date Submitted: October 30, 2013

BID PROPOSAL OF

Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc.
Full Legal Company Name

11482 Columbia Park Dr. W, Suite 3, Jacksonville, FL 32258
Mailing Address

904-288-6300
Telephone No.

904-288-6301
Fax No.

Bidders: Having become familiar with the conditions of the bid, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, entitled for Bid No: 14-03; Purchase of Annual Hot Mix Asphalt Requirements for SJC Road & Bridge in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor, and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following unit price bids submitted in this Bid Proposal summarized as follows:

FOR: Bid No: 14-03; Purchase of Annual Hot Mix Asphalt Requirements for SJC Road & Bridge

Note: For bidding purposes, the total annual requirements shall be estimated at five hundred forty (540) tons. However, no minimum or maximum quantity is guaranteed.

UNIT PRICE BIDS

HOT ASPHALT MIX, TYPES S-I, S-II, AND S-III PER FDOT SPECIFICATIONS

PRICE PER TON PICKED UP	TYPE S-I	\$ <u>66.00</u>
BY R & B AT PLANT	TYPE S-II	\$ <u>68.00</u>
	TYPE S-III	\$ <u>68.00</u>

HOT ASPHALT MIX, TYPES SP12.5 AND SP9.5 PER FDOT SPECIFICATIONS

PRICE PER TON PICKED UP	TYPE SP12.5	\$ <u>66.00</u>
R & B AT PLANT	TYPE SP9.5	\$ <u>68.00</u>

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

No: N/A Date Received: _____

No: N/A Date Received: _____

No: N/A Date Received: _____

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

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

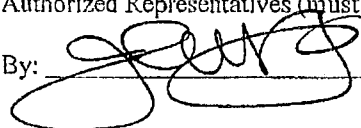
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

Bid No: 14-03 PURCHASE OF ANNUAL HOT MIX ASPHALT REQUIREMENTS

CORPORATE/COMPANY:

Full Legal Company Name: Oldcastle Southern Group, Inc. d/b/a APAC-Southeast, Inc.

Authorized Representatives (must have signatures of two (2) authorized representatives):

By:  _____ John W. Taylor, Vice President
(Typed/Printed Name & Title)

By: _____
(Typed/Printed Name & Title)

Mailing Address: 11482 Columbia Park Dr. W, Suite 3, Jacksonville, FL 32258

Telephone No: 904-288-6300 Fax No: 904-288-6301

Email Address: 58-1401468 Email Address: jwtaylor@apac.com

Federal Tax ID No: 58-1401468 DUNS #: 039195045

INDIVIDUAL

Name: _____
Signature Typed/Printed Name Title

Address: _____

Telephone No: _____ Fax No: _____

Email Address: _____ Federal Tax ID No: _____

- Bid Proposal Attachments:
- "A" – Affidavit
 - "B" – List of Proposed Sub-Contractors
 - "C" – License/Certification List
 - Fully Acknowledged Addenda

Attachments "A", "B", "C", and fully acknowledged copy of each Addendum must be completed and attached to each copy (1 original + 2 copies) of each Bidders submitted Bid Proposal.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

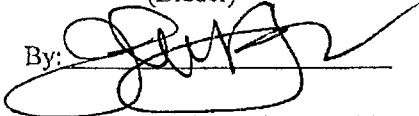
STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared John W. Taylor who being duly sworn, deposes and says he is Vice President (Title) of the firm of Oldcastle Southern Group, Inc. d/b/a APAC Southeast, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 14-03, for Purchase of Annual Hot Mix Asphalt Requirements for SJC Road & Bridge, in St. Johns County, Florida.

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

Oldcastle Southern Group, Inc.
d/b/a APAC-Southeast, Inc.

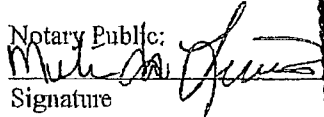
(Bidder)

By: 

John W. Taylor, Vice President
(Title)

Sworn and subscribed to me this 30th day
of October, 2013.

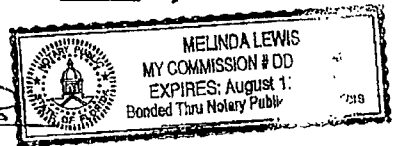
Notary Public:



Signature

Melinda Lewis

Printed



My commission Expires: 8/10/14

BIDDERS ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 15, 2013

OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC.
1451 MYRTLE ST
SARASOTA FL 34234

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/29/2014. However, the new application is due 4/29/2014.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited _____ Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

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

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

MILLING, REHABILITATION OF CONCRETE PAVEMENT, CONCRETE SLAB REPLACEMENT, SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, REINFORCED EARTH WALLS, SLIP FORM BARRIER WALL, TRAFFIC SEPARATORS, ATTENUATORS UNDERGROUND UTILITIES, WATER, SEWER, FORCE MAIN, LIFT STATION, LEACHATE AND GAS PIPING.

OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC.

May 15, 2013

Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager
Contracts Administration Office

JM:cj



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

BID NO: 14-03

**Purchase of Annual Hot Mix Asphalt Requirements for
SJC Road & Bridge**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150**

DRAFT - 09/23/13

Bid No: 14-03

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, October 30, 2013, by the St. Johns County Purchasing Department, at 500 San Sebastian View, St. Augustine, Florida 32084 for **Purchase of Annual Hot Mix Asphalt Requirements for the St. Johns County Road & Bridge Department**. Bids will be opened promptly after the 2:00 P.M. deadline. *Note: Bids received after the 2:00 pm deadline will not be considered, and will be returned unopened to the sender.*

The SJC Road & Bridge Department (R & B) requires hot mix asphalt for annual requirements. The product shall be picked up by R & B from the awarded firm's site, if the site is located within a fifty (50) mile radius of R & B.

Any and all questions regarding this bid must be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator for SJC Purchasing Department via email at [jtoney@sjcfl.us](mailto:jtonev@sjcfl.us), fax to (904) 209-0159, or postal mail to 500 San Sebastian View, St. Augustine, FL 32084. Any and all questions must be submitted by or before four o'clock (4:00pm) on Wednesday, October 16, 2013. Questions, or requests for clarification submit to or received by the above referenced individual after the stated deadline shall not receive a response, unless of a material significance to the outcome of the bid, as determined by the SJC Purchasing Director.

Bid Packages are available from Onvia/DemandStar, Inc at www.demandstar.com by requesting Document #14-03. Vendors registered with DemandStar can download most packages at no cost. Vendors not registered with DemandStar may contact them at 800-331-5337 for information. Requests for Bid Packages may also be sent to Jaime Locklear, SJC Purchasing Department, via email at [jtoney@sjcfl.us](mailto:jtonev@sjcfl.us) or fax to (904) 209-0159.

Any bidder, proposer, or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department of St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the SJC Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC Policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interest of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids, in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida
PROJECT: BID NO: 14-03; Purchase of Annual Hot Mix Asphalt Requirements for SJC Road & Bridge

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and Plans including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Copies of the Bid Documents are also available via written request to Jaime Locklear, CPPB, Contract Coordinator, SJC Purchasing Department at jtoney@sjcfl.us or fax to (904) 209-0159.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least fourteen (14) days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or his Representative seven (7) days prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least fourteen (14)

days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If the Project Manager approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall not rely upon approval made in any other manner.

QUESTIONS

Any and all questions regarding this bid must be submitted, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator for SJC Purchasing, no later than end of business (4:00PM) on Wednesday, October 16, 2013. Questions may be submitted via email to jtoney@sjcfl.us, via fax to (904) 209-0159, or via U.S. Postal Service to SJC Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal.

Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in TRIPLICATE (one (1) original and two (2) copies) on forms provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

All copies of bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside of the second envelope/container, addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 14-03; SEALED BID FOR PURCHASE OF ANNUAL HOT MIX ASPHALT REQUIREMENTS FOR SJC ROAD & BRIDGE" as shown in the example below.

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any bid submitted where figures and/or words expressed are illegible, may be determined nonresponsive.

Any interlineation, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the service.

If the Contract is awarded, it will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

If, at any time throughout the duration of the Contract, the County terminates the Contractor, either for cause, or for convenience, the County reserves the right to go back to the second lowest, responsive, responsible bidder for the respective Category of materials, and request pricing from the bidder at that time, to negotiate a contract for those services in order to prevent a gap in service, and to serve the best interests of the County.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida, must have been in business, and providing services of the same size and scope as described herein, for at least one (1) year. Each Bidder must complete and submit Attachment "D" – License/Certification List and attach a copy of any and all applicable licenses, certificates and permits shown and submit them with their Bid Proposal.

Bidders to whom award of a contract is under consideration shall submit to the Owner, upon his request, a properly executed Contractor's Qualification Statement of AIA Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

LICENSES, PERMITS AND FEES

The vendor shall be solely responsible for obtaining any and all licenses, permits and associated fees required for the services to be performed under this contract; and shall comply with any and all Federal, State and Local laws, ordinances, regulations and code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be the responsibility of the vendor.

ASPHALT SPECIFICATIONS

All Hot Mix Asphalt submitted shall meet the applicable requirements for Type S-I, S-II, S-III, SP12.5 and SP9.5 per FDOT Standard Specifications for Road and Bridge, 2010 Edition, or an approved equivalent.

The vendor's plant(s) must be certified by FDOT. The St. Johns County Road and Bridge Department will test materials several times throughout the year, and materials must meet the 2010 Edition of the FDOT Standard Specification for Road and Bridge Construction.

LIST OF SUBCONTRACTORS

Each Bidder shall submit to Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "B" – List of Subcontractors, is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

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

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

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

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

INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates

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

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

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

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

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

CONTRACT AGREEMENT & TERM

The Contract Agreement shall become effective for an initial period of one (1) year from the date of acceptance by the County, providing satisfactory performance by the Contractor is maintained. The Contract Agreement may be renewed in one (1) year terms for a maximum of four (4), one year renewals. These renewals are contingent upon the following: satisfactory performance by the Contractor, availability of funds, continued need for the product/service, and approval of the SJC Road & Bridge Manager and SJC Purchasing Director or their designees.

TERMINATION

The failure of the Contractor to comply with any portion of its duties or obligations under the Contract Documents, including the Bid Documents, Specifications, Contract Agreement, and any Change Orders or Amendments thereto, shall be cause for immediate termination of the agreement. The Contractor will have seven (7) consecutive calendar days to correct non-compliance items upon written notice of non-compliance or breach of contract. The agreement may be terminated by the County for cause upon giving fourteen (14) consecutive calendar days written notice to the Contractor that the agreement will be terminated, if the successful bidder does not correct, or make adequate corrective actions, or comply with the first notice of non-compliance or breach of contract. Said notice shall also state the cause or causes for the termination. It shall be the sole discretion of the County to determine what is considered "adequate" corrective action.

Issuance of more than one (1) notice of non-compliance by the County shall allow the County to issue notice of termination with fourteen (14) consecutive calendar days written notice.

In addition to the above, the County may terminate the agreement and all rights of the successful bidder at any time, without cause, upon thirty (30) days written notice to the Contractor.

INVOICING

The Contractor shall submit an invoice, along with a Request for Payment Form 1550, to the County at the end of each month satisfactory services have been performed and accepted by the County. Each invoice shall reflect the Contractor's name, address, phone, fax and email address, the contract number, the dates services were performed, the amount of waste collected, a list of items collected, and a dollar amount for the services performed.

Failure by the Contractor to include any and all required information on the submitted invoice shall result in rejection of the invoice by the County. The Contractor shall have three (3) business days to resubmit a corrected invoice to the County for payment.

Continued failure by the Contractor to submit proper invoices to the County at the end of each month may result in termination of the Contract for non-compliance.

Each invoice shall be sent to: SJC Road & Bridge Department
ATTN: Jennifer Kinlaw, Office Manager
1625 State Road 16
St. Augustine, FL 32084

TERMS -- Net 45 days per Ch. 218,74 Florida Statutes

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

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

Bid No: 14-03

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA
BID PROPOSAL**

PROJECT: Purchase of Annual Hot Mix Asphalt Requirements for SJC Road & Bridge

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

Date Submitted: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone No.

Fax No.

Bidders: Having become familiar with the conditions of the bid, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, entitled for Bid No: 14-03; Purchase of Annual Hot Mix Asphalt Requirements for SJC Road & Bridge in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor, and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following unit price bids submitted in this Bid Proposals summarized as follows:

FOR: Bid No: 14-03; Purchase of Annual Hot Mix Asphalt Requirements for SJC Road & Bridge

Note: For bidding purposes, the total annual requirements shall be estimated at five hundred forty (540) tons. However, no minimum or maximum quantity is guaranteed.

UNIT PRICE BIDS

HOT ASPHALT MIX, TYPES S-I, S-II, AND S-III PER FDOT SPECIFICATIONS

PRICE PER TON PICKED UP	TYPE S-I	\$ _____
BY R & B AT PLANT	TYPE S-II	\$ _____
	TYPE S-III	\$ _____

HOT ASPHALT MIX, TYPES SP12.5 AND SP9.5 PER FDOT SPECIFICATIONS

PRICE PER TON PICKED UP	TYPE SP12.5	\$ _____
R & B AT PLANT	TYPE SP9.5	\$ _____

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

No: _____ Date Received: _____

No: _____ Date Received: _____

No: _____ Date Received: _____

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

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

Bid No: 14-03 PURCHASE OF ANNUAL HOT MIX ASPHALT REQUIREMENTS

CORPORATE/COMPANY:

Full Legal Company Name: _____

Authorized Representatives (must have signatures of two (2) authorized representatives):

By: _____ (Typed/Printed Name & Title)

By: _____ (Typed/Printed Name & Title)

Mailing Address: _____

Telephone No: _____ Fax No: _____

Email Address: _____ Email Address: _____

Federal Tax ID No: _____ DUNS #: _____

INDIVIDUAL

Name: _____	_____	_____
Signature	Typed/Printed Name	Title

Address: _____

Telephone No: _____ Fax No: _____

Email Address: _____ Federal Tax ID No: _____

- Bid Proposal Attachments:
- “A” – Affidavit
 - “B” – List of Proposed Sub-Contractors
 - “C” – License/Certification List
 - Fully Acknowledged Addenda

Attachments “A”, “B”, “C”, and fully acknowledged copy of each Addendum must be completed and attached to each copy (1 original + 2 copies) of each Bidders submitted Bid Proposal.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 14-03, for Purchase of Annual Hot Mix Asphalt Requirements for SJC Road & Bridge, in St. Johns County, Florida.

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

(Bidder)

Sworn and subscribed to me this _____ day
of _____, 20____.

By: _____

Notary Public:

(Title)

Signature

Printed

My commission Expires: _____

BIDDERS ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

