

RESOLUTION NO. 2016 - 214

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 16-38 AND TO EXECUTE AGREEMENTS FOR FRUIT COVE JEA WATER MAIN INTERCONNECT.

RECITALS

WHEREAS, the County desires to enter into contract with TB Landmark Construction, Inc. to provide services for the construction of the Fruit Cove JEA Water Main Interconnect; and

WHEREAS, the scope of the Project will generally include furnishing all labor, materials, equipment and other items necessary for the completion of the water main interconnect; and

WHEREAS, through the County's formal Bid process, TB Landmark Construction, Inc. was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; 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 contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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 16-38 to TB Landmark Construction, Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 16-38.

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 19 day of July, 2016.

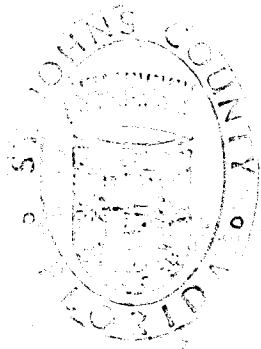
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: [Signature] Deputy Clerk

RENDITION DATE 7/21/16





MASTER CONTINUING CONTRACT AGREEMENT

BID NO: _____;
Master Contract #: _____

This Contract Agreement is made as of this _____ day of _____, 2016, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and _____, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address _____, Phone: () - _____, Fax: () - _____ and email: _____.

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

ARTICLE 1 – DURATION and RENEWAL

This Contract Agreement shall become effective on _____, shall be in effect for an initial contract term of _____ () calendar year, and may be renewed for up to a maximum of _____ () _____ () 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 St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

ARTICLE 3 - SERVICES

The CONTRACTOR’s responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform _____ for the SJC _____ Department in accordance with Bid No: _____ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County _____ Department, or an authorized designee, who shall act as St. Johns County’s representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in each respective SJC Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County’s representatives.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon _____, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County _____ Department, unless additional funds become available, or are properly transferred, 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, the Contractor’s compensation shall be based upon the Contractor’s adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor’s compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.
- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County

reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.

- 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, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. 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:

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 final bill/invoice submitted to the County for payment. 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 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 7 – TERMINATION

- A. This Contract may be terminated by the County without cause upon at least _____ () 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 _____ () calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 8 – 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 _____ () consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action 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 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 9 – 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 10 – SUBCONTRACTING

St. Johns County reserves the right to approve the use of any 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 the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 11 – 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 12 – AVAILABILITY OF FUNDS

St. Johns 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 13 - 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 St. Johns 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 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.

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.

ARTICLE 14 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

ARTICLE 15 - 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 16 - 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 now 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 17 - 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 St. Johns 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 Contractor 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 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, St. Johns 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 St. Johns 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 St. Johns 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 St. Johns 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. St. Johns 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, 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.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County 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 to be 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: Jaime Locklear, CPPB, Contract Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

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 – PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services 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 Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. 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 Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 36 – 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 37 – 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 three (3) original copies this Contract Agreement on the date and year below noted.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Dawn Cardenas, Purchasing Manager

Company Name

Date

Name (Type or Print)

LEGALLY SUFFICIENT:

Signature

Assistant County Attorney

Title

Date of Execution

Date

**ATTEST:
CLERK OF COURT**

Deputy Clerk

Date

EXHIBIT "A"

BID NO: _____ ; _____

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with _____ as submitted on the proposal and approved by the County. The Price 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 shall be added to the applicable Contract Amendment.

Pricing 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 Owner. 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 on the first day of the applicable renewal period.

EXHIBIT "A-1"

BID NO: ;

PRICING

EXHIBIT "B"

BID NO: _____ ;

CONTRACT SCHEDULE

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

Initial Contract – Shall become effective on _____, and shall remain in effect for a period of _____ () year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for _____ (), _____ () 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

I N T E R O F F I C E M E M O R A N D U M

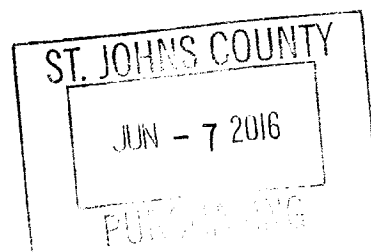
TO: Jim Overton, P.E., Utility Department
FROM: Karen Fullerton, Procurement Supervisor
SUBJECT: Transmittal of Bids Received for Bid No. 16-38 Fruit Cove JEA Water Main Interconnect
DATE: May 4, 2016

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 Scott Jagg
Date 6-6-16
Budget Amount \$275,000
Account Funding Title 2014 Fruit Cove JEA Interc.
Funding Charge Code 4488-56302-6510-56302
Award to T.B. Landmark
Award Amount \$210,500



**ST. JOHNS COUNTY
BID TABULATION**

OPENED BY KAREN FULLERTON
TABULATED BY LEILA HARTLAND
VERIFIED BY _____

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 OF INTENT
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.

BID TITLE Fruit Cove JEA Water Main Interconnect
BID NUMBER 16-38
OPENING DATE/TIME May 25, 2016 2:00 PM

FROM _____ **UNTIL** _____
05/25/16 05/31/16
3:00 PM 3:00 PM

BIDDERS	Base Bid	Flowable Fill Cost (Unit Cost)	JEA Meter Allowance	Testing Allowance	Total Bid Price Plus Allowances (Base Bid + Flowable Fill Cost + JEA Meter Allowance + Testing Allowance)	Alternate #1 Fruit Cove Oaks WTP Demolition	Bid Bond	Addendum #1	Addendum #2
Florida Safety Contractors	\$191,750.00	\$120.00 UNIT \$21,600.00	\$18,000.00	\$5,000.00	\$236,350.00	\$11,500.00	YES	YES	YES
TB Landmark	\$147,000.00	\$225.00 UNIT \$40,500.00	\$18,000.00	\$5,000.00	\$210,500.00	\$40,000.00	YES	YES	YES
Besch & Smith Civil	\$286,631.00	\$259.00 UNIT \$46,620.00	\$18,000.00	\$5,000.00	\$356,251.00	\$45,344.00	YES	YES	YES

BID AWARD DATE - _____

BID NO.: 16-38

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, May 4, 2016, in the St. Johns County Purchasing Dept located in the St. Johns County Administration Building at 500 San Sebastian View, St. Augustine, Florida 32084 (904) 209-0150 for Bid No. 16-38 Fruit Cove JEA Water Main Interconnect. Bids will be opened promptly after the 2:00 P.M. deadline. Note: Bids must be delivered or received in the Purchasing Department by the 2:00 P.M. deadline.

Scope of Work:

The project includes all labor, equipment, and material necessary to install a 12” and 6” DR18 PVC Water Main located in Fruit Cove, FL. The project is approximately 300 linear feet from JEA’s 16” water main on SR 13 to SJCUD’s 6” water main located on the south side of Fruit Cove Forest Road South. A 6” master meter per JEA standards shall be installed outside FDOT ROW. The project requires a temporary lane closure and maintenance of traffic per the latest version of the FDOT Design Standards, flushing, hydrostatic testing, restoration within project limits, and all ancillary work required to place the water main in service.

The bid documents include the “Fruit Cove JEA Water Main Interconnect” plans, as well as, the applicable sections in the JEA “Water and Wastewater Standards Manual”.

Minimum Qualifications:

Prime bidder must be fully licensed to do business in the State of Florida and hold a current Certified General Contractor’s license or Certified Underground Utility Contractor’s license at the time the bid is due. The Prime bidder or their subcontractors shall hold all applicable FDOT pre-qualifications for work performed in FDOT right-of-way. Bidders must have successfully conducted as a prime or subcontractor at least 5 projects of the type, size and dollar value of the construction proposed for this project in the past 10 years. Bidders must also have been in business under the bidding company name for a minimum of 5 years.

There will be a **Non-Mandatory Pre-Bid Conference and Site Visit** on **Wednesday, April 13, 2016 at 9:30 a.m.** on site at 726 State Road 13 N, St Johns, FL 32259. The deadline for questions for this bid shall be 4:30 p.m., Wednesday, April 20, 2016.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # **16-38**. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County’s site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Karen R. Fullerton, St. Johns County Purchasing, via email to kfullerton@sjcfl.us or fax to (904) 209-0163.

ALL questions relative to this bid/project shall be directed **in writing** via email to kfullerton@sjcfl.us or by fax to (904) 209-0163. **The deadline for questions for this bid shall be 4:30 p.m., Wednesday, April 20, 2016.**

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 for St. Johns County, a written notice of intent to protest no later than 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.

Designated Point of Contact: Karen Fullerton, St. Johns County Purchasing at (904) 209-0162 or email kfullerton@sjcfl.us.

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 interests 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
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

April 22, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-38 Fruit Cove JEA Water Main Interconnect

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/Revisions/Clarifications

1. The **bid due date** is changed to **Wednesday, May 25, 2016 at 2:00 PM**. The **deadline for questions** is now **May 11, 2016 at 4:30 PM** and the **final addendum will be issued** no later than **May 18, 2016**. SJCUD is allowing additional time to make revisions to the bid documents, obtain all permits, and provide additional time for prospective bidders to gather information due to the revisions. Please refer to attachment **1 - Front End Documents FINAL Rev 042216**.
2. The following permits have been or are the process of being obtained by SJCUD and will be provided to the successful bidder prior to construction:
 - JEA Permit to Construct & Dedicate Water & Sewer Facilities
 - FDEP Specific Permit to Construct PWS Components
 - FDOT Utility Permit
 - SJC Utility Right-of-Way Permit (SJCUD will assist in obtaining prior to mobilization)
3. FDOT will require flowable fill for open cut within the roadway. SJCUD has estimated the volume of flowable fill required for the open cut (180 CY), which is provided in the revised Bid Form. The Contractor shall provide a unit price per cubic yard of flowable fill to be placed and shall account for the equivalent cubic yard of fill to be hauled offsite instead of backfilled and compacted as assumed in the Base Bid price (i.e. Flowable Fill Cost = 180 CY * [Flowable Fill Unit Cost + Excavated Material Hauling Unit Cost – Backfill & Compaction Cost – Road Base Cost]). The contractor will be reimbursed for the actual amount of flowable fill required.

4. Please refer to the **2 - FDOT SR 13 Record Drawings** attached. FDOT will require the structural course to be 3" of SP-12.5 (Traffic Level C) and the friction course to be 1.5" of FC-12.5 to meet current FDOT standards. The mill and overlay area shall be 1.5" FC-12.5.
5. Please refer to the **3 - JEA Commercial Water Meter Fee Sheet** and **4 - JEA Large Meter Details**. A 6" JEA standard meter shall be furnished and installed per the plans provided. The cost for the meter installation and connection fee is provided in the attachment. The Bid Form has been revised to include an allowance of \$18,000 for the meter installation and capacity fees. JEA shall be responsible for furnishing and installing the meter assembly including the bypass. The contractor shall be responsible for providing the standard JEA box for a 6" commercial meter and connection to the meter assembly outside the meter box in their lump sum bid price.
6. Please refer to the revised Bid Form included in the Front End Documents FINAL Rev 042216. The bids will be tabulated as follows:

Base Bid + Flowable Fill Cost + JEA Meter Allowance + Testing Allowance = Total Lump Sum Bid

Alternate #1 – Fruit Cove Oak WTP Demolition (see attached As-Built and Specification)

7. Please refer to the **5 - Fruit Cove Oaks WTP As-Built** and **6 - Water Treatment Plant Demolition Specification** attached. It is the intent of SJCUD to abandon the facility once service is transferred to JEA. Due to this addition SJCUD would like to hold an additional **non-mandatory** meeting on **Wednesday, May 4, 2016 at 9:30 AM** at the Fruit Cove Oaks WTP (1282 Fruit Cove Drive South, St Johns, FL 32259) for any prospective bidders interested in visiting the facility. The revised Bid Form includes Alternate #1 - Fruit Cove Oaks WTP Demolition, which will not be included in the Total Lump Sum Bid. SJCUD reserves the right to award Alternate #1 dependent upon the overall construction budget.

Questions

1. QUESTION: What is the engineer's estimate?
RESPONSE: The estimated cost for construction is \$150,000, not including Alternate #1 on the Bid Form.
2. QUESTION: What are the approximate lengths, sizes, and type of pipe to be installed?
RESPONSE: The approximate length, size, and type of pipe are as follows:
 - 285 LF of 12" DR18 PVC Water Main
 - 40 LF of 8" DR11 HDPE Water Main
 - 20 LF of 6" DR18 PVC Water Main
 - 55 LF of 6" DI PC350 Water Main
 - 1 - 6" JEA Commercial Water Meter
3. QUESTION: Are there any portions of the project that will need to be bored?
RESPONSE: No, the project is designed as all open cut.
4. QUESTION: Is there a geotechnical/soils report available for the project area?
RESPONSE: Yes, SJCUD has retained Ellis & Associates to perform a geotechnical evaluation. This information will be provided in the final addendum.

5. QUESTION: Will we be allowed to put down steel plates at the end of each day then pave all of the area at one time when complete, or must we temporary pave daily?

RESPONSE: *Yes, FDOT has confirmed that steel plates will be acceptable instead of temporary asphalt at the end of each work day. The steel plates shall be secured in place and shall be level with the existing pavement.*

THE BID DUE DATE IS: Wednesday, May 25, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Karen Fullerton
Procurement Supervisor
Purchasing Department

Printed Name and Title

Company Name (Print)

Attachments:

- 1 – Front-End Documents FINAL Revised 042216
- 2 – FDOT SR 13 Record Drawing
- 3 – JEA Commercial Water Meter Fee Sheet
- 4 – JEA Large Meter Details
- 5 – FC WTP As-Builts
- 6 – FC WTP Demolition Specification

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

May 18, 2016

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-38 Fruit Cove JEA Water Main Interconnect

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/Revisions/Clarifications

1. The **bid due date** was changed to **Wednesday, May 25, 2016 at 2:00 PM**. Please make sure both Addendum #1 and Addendum #2 are acknowledged and the final revised bid form with attachments is submitted with the bid package (**1 - Front End Documents FINAL Rev 051816**).
2. Please refer to the attachment (**2 - Bid No 16-38 Bid Plans Rev 051816**). The plans have been revised to include additional information required by FDOT and show a revised meter location and piping configuration. All permits have been obtained based on the revised plans attached.
3. Please note that the revised bid form included Alternate #1 – Fruit Cove Oaks WTP Demolition. Please refer to the updated WTP Demolition Specification (**3 – FC WTP Demolition Specification Rev 051816**). A site visit was held on May 4, 2016 at 9:30 AM to provide additional information and answer questions. The following items were clarified during the site visit and all prospective bidders shall account for this in their bid for Alternate #1.
 - Demolition and disposal includes all structures per the specification INCLUDING the concrete foundations on which the structures sit upon.
 - Salvageable items which shall be returned to SJCUD are listed in the specification. SJCUD shall arrange items to be picked up and hauled off-site.
 - Please note that the existing hydropneumatic tank is newer (installed in 2007) and does have some possible salvage value remaining. The contractor may include the scrap value of the tank in their bid. If it is deemed salvageable and the value exceeds the scrap value of the tank, then SJCUD may choose to credit the Contractor for the scrap value and arrange for the tank to be removed from the site.

- The wellhead piping at each well shall be removed up to the vertical turbine pump and capped. SJCUD shall be responsible for contracting with a licensed water well contractor for removal of the pump and abandonment of the well.
4. Please refer to the attachment (**4 - Bid No 16-38 Geotechnical Evaluation**) provided by Ellis & Associates for information on the water table and soil conditions.

THE BID DUE DATE IS: Wednesday, May 25, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Karen Fullerton
Contract Administrator
Purchasing Department

Printed Name and Title

Company Name (Print)

Attachments:

- 1 – Front-End Documents FINAL Rev 051816
- 2 – Bid No 16-38 Bid Plans Rev 051816
- 3 – FC WTP Demolition Specification 051816
- 4 – Bid No 16-38 Geotechnical Evaluation

END OF ADDENDUM #2

COPY

BID NO.: 16-38

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

PROJECT: FRUIT COVE JEA WATER MAIN INTERCONNECT

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

DATE SUBMITTED: 5/24/16

BID PROPOSAL OF

T B Landmark Construction, Inc.

FULL LEGAL COMPANY NAME

11220 New Berlin Rd., Jacksonville, FL 32226

Address

(904) 751-1016

Telephone No.

Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled **FRUIT COVE JEA WATER MAIN INTERCONNECT**, 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 base bids quoted in this Bid Proposal summarized as follows:

BASE BID: Fruit Cove JEA Water Main Interconnect as per plans and specifications.

\$ 147,000.00

Total Lump Sum Base Bid Price (Numerical)

One hundred forty seven thousand dollars and 00 /100

Dollars

(Amount written or typed in words)

FLOWABLE FILL COST: Unit cost of flowable fill in lieu of backfill and compaction of excavated material and base course as per plans and specifications.

\$ 225.00 X 180 Cubic Yards

Flowable Fill Unit Price (Numerical)

\$ 40,500.00

Total Flowable Fill Cost (Numerical)

Forty Thousand five hundred dollars and 00 /100

Dollars

(Amount written or typed in words)

JEA METER ALLOWANCE: Meter Installation and Capacity Fee as per plans and specifications.

\$ 18,000.00

Total Allowance Price (Numerical)

Eighteen Thousand /100 Dollars

(Amount written or typed in words)

TESTING ALLOWANCE: Required soils, materials, and/or water testing as per plans and specifications.

\$ 5,000.00

Total Allowance Price (Numerical)

Five Thousand /100 Dollars

(Amount written or typed in words)

TOTAL BID PRICE: BASE BID + FLOWABLE FILL COST + JEA METER ALLOWANCE + TESTING ALLOWANCE

\$ 210,500.00

Total Lump Sum Bid Price Plus Allowances (Numerical)

Two hundred ten thousand five hundred dollars and 00 /100 Dollars

(Amount written or typed in words)

ALTERNATE #1: Fruit Cove Oaks WTP Demolition

\$ 40,000.00

Alternate #1 Bid Price (Numerical)

Forty Thousand dollars and 00 /100 Dollars

(Amount written or typed in words)

Time of Substantial Completion to be **Sixty (60)** consecutive calendar days from receipt of Notice to Proceed from Owner. An additional **Thirty (30)** consecutive calendar days shall be added to the Contract Time if Alternate #1 is awarded.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

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

No.: 1 Date Received: 4/22/16

No.: 2 Date Received: 5/18/16

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 and Public Construction Bonds, 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 Engineer, 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.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within Sixty (60) consecutive calendar days within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: T B Landmark Construction, Inc. (Seal)

By:  Martin Adams, Manager
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: 11220 New Berlin Rd., Jacksonville, FL 32226

Telephone No.: (904) 751-1016 Fax No.: (904) 751-4125

Email Address for Authorized Company Representative: madams@tblandmark.com

Federal I.D. Tax Number: 59-3607816 DUNS #: 60-223-0869

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - Certificate of Compliance with Florida Trench Safety Act
 - "E" - License/Certification List
 - "F" - Qualifications Statement
 - "G" - Unit Price List
- Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", "F", "G", and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

BID NO.: 16-38

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.

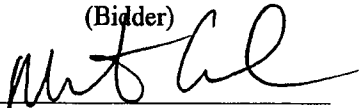
STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Martin Adams who being duly sworn, deposes and says he is Manager (Title) of the firm of T B Landmark Construction, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No 16-38, for FRUIT COVE JEA WATER MAIN INTERCONNECT, 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 he, his firm, association or corporation has neither directly, nor 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.

T B Landmark Construction, Inc.

(Bidder)

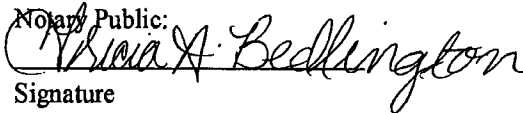
By: 

Martin Adams, Manager

(Title)

Sworn and subscribed to me this 24th day of May, 20 16.

Notary Public:



Signature

Tricia A. Bedlington

Printed

TRICIA A. BEDLINGTON
Notary Public, State of Florida
My Comm. Expires Apr. 27, 2019
Commission No. FF 224836

My commission Expires: 04/27/2019

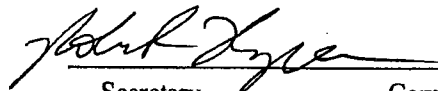
BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO.: 16-38

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Robin Thigpen, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Martin Adams who signed the said bond on behalf of the Principal, was then Manager of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.


Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Robin Thigpen to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Corporation and that he has been authorized by T B Landmark Construction, Inc. to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 24th day of May, 2016, A.D.

TRICIA A. BEDLINGTON
Notary Public, State of Florida
My Comm. Expires Apr. 27, 2019
Commission No. FF 224836

NOTARY PUBLIC
State of Florida-at-large



My Commission Expires: 04/27/2019

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

BID NO.: 16-38

ATTACHMENT "D"

**CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT**

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

By: Martin Adams, Manager

T B Landmark Construction, Inc.

05/24/16

Bidder

Date



Authorized Signature



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**THIGPEN, ROBIN RODNEY
T B LANDMARK CONSTRUCTION INC
3101 SUNSET LANDING DRIVE
JACKSONVILLE FL 32226**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**



LICENSE NUMBER	
CUC057226	

**The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016**

**THIGPEN, ROBIN RODNEY
T B LANDMARK CONSTRUCTION INC
3101 SUNSET LANDING DRIVE
JACKSONVILLE FL 32226**





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**THIGPEN, ROBIN RODNEY
T B LANDMARK CONSTRUCTION INC
3101 SUNSET LANDING DRIVE
JACKSONVILLE FL 32226**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**



LICENSE NUMBER	
CGC060694	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

**THIGPEN, ROBIN RODNEY
T B LANDMARK CONSTRUCTION INC
3101 SUNSET LANDING DRIVE
JACKSONVILLE FL 32226**



ISSUED: 07/08/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407080001033

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

T B LANDMARK CONSTRUCTION, INC.

Filing Information

Document Number	P99000099386
FEI/EIN Number	59-3607816
Date Filed	11/10/1999
State	FL
Status	ACTIVE

Principal Address11220 NEW BERLIN RD
JACKSONVILLE, FL 32226

Changed: 04/11/2006

Mailing Address11220 NEW BERLIN RD
JACKSONVILLE, FL 32226

Changed: 04/11/2006

Registered Agent Name & AddressTHIGPEN, ROBIN R
11220 NEW BERLIN RD
JACKSONVILLE, FL 32226

Name Changed: 02/26/2004

Address Changed: 04/11/2006

Officer/Director Detail**Name & Address**

Title PS

THIGPEN, ROBIN
3101 SUNSET LANDING DR
JACKSONVILLE, FL 32226

Title VT

BEASLEY, TIMOTHY C
 1421 CRYSTAL SANDS
 JACKSONVILLE, FL 32218

Annual Reports

Report Year	Filed Date
2014	02/24/2014
2015	03/06/2015
2016	04/01/2016

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State of Florida, Department of State

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P99000099386

Entity Name: T B LANDMARK CONSTRUCTION, INC.

Current Principal Place of Business:

11220 NEW BERLIN RD
JACKSONVILLE, FL 32226

Current Mailing Address:

11220 NEW BERLIN RD
JACKSONVILLE, FL 32226

FEI Number: 59-3607816

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

THIGPEN, ROBIN R
11220 NEW BERLIN RD
JACKSONVILLE, FL 32226 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PS
Name THIGPEN, ROBIN
Address 3101 SUNSET LANDING DR
City-State-Zip: JACKSONVILLE FL 32226

Title VT
Name BEASLEY, TIMOTHY C
Address 1421 CRYSTAL SANDS
City-State-Zip: JACKSONVILLE FL 32218

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBIN R THIGPEN

PRESIDENT

04/01/2016

Electronic Signature of Signing Officer/Director Detail

Date

T B Landmark Construction – Similar Projects Completed

Busch Drive – Main St. to I-95 Force Main

T B Landmark completed all work necessary for the installation of approximately 3,100 LF of 36" DR 25 PVC force main by open cut in the FDOT ROW along Busch Drive between Main St. and the northbound on ramp to I-95. Installation of approximately 2- 36" gate valves, connection to existing 36" force main near the Main St. intersection, just west of the CSX railroad tracks and installation of a 12" FM stub out to the Anheuser Busch Plant.

Contract Amount	Location	Job Start/End	Owner Contact
\$ 1,294,969.00	Jacksonville, FL	March 2014 September 2014	JEA 21 West Church Street Jacksonville, FL 32202 Beth DiMeo (904) 665-8139 dimeea@jea.com

University Blvd WM Replacement, Jacksonville Electric Authority

TB Landmark installed a water main replacement consisting of a new 6-inch and 8-inch diameter water main from Stetson Rd to St. Augustine Rd. along University Blvd. The route was entirely in the FDOT Right -of-way and it consisting of 2,000 LF of 6-inch DR18 Fusible PVC (FPVC) via Horizontal Directional Drill (HDD), 740 LF of 8-inch of DR18 FPVC via HDD, 145 LF of 8-inch DR18 PVC and 90 LF of 8-inch Ductile Iron Pipe (DIP) via the open cut method. The purpose was to replace the aging and undersized existing 4-inch AC water main. The new water main was connected to an existing 6-inch line at Stetson Rd and to an existing 8-inch line at St Augustine Road. Tied-in to the existing distribution mains on Colgate Rd, Temple Rd, Suwannee Rd and Graywood Rd.

Contract Amount	Location	Job Start/End	Owner Contact
\$ 457,975.98	Jacksonville, FL	June 2012 December 2012	Jacksonville Electric Authority 21 West Church Street Jacksonville, FL 32202 Carlos Marina (904) 665-4498 maricj@jea.com

North Jacksonville 20" Water Main, Jacksonville Electric Authority

T B Landmark constructed a 20" water main in North Jacksonville consisting of: 3,932LF of 20" PVC installed by open cut and 2,055LF of 20" Ductile Iron installed via open cut. 850LF of 20" Steel Pipe installed via HDD and 1,941LF of 24" HDPE installed via HDD. This job also had a 165LF 36" steel casing jack and bore, 2 16"x16" taps, 4 fire hydrants, MOT and restoration of the jobsite. The entire open-cut portion was installed in FEC and FDOT right of way behind concrete barricades.

Contract Amount	Location	Job Start/End	Owner Contact
\$ 1,015,000.00	Jacksonville, FL	Sept 2009 June 2010	Jacksonville Electric Authority 21 West Church Street Jacksonville, FL 32202 Beth DiMeo (904) 665-8139 dimeea@jea.com

T B Landmark Construction – Similar Projects Completed

Rushing Street at Kings Road Gravity Sewer and Water Main Replacement

Approximately 920 LF of 2'-8" PVC Water Main Replacement, 1370 LF of 8"-10" PVC gravity sewer main. 5 Gravity Sewer Manholes. Installed in FDOT right of way.

Contract Amount	Location	Job Start/End	Owner Contact
\$ 615,702.00	Jacksonville, FL	February 2014 September 2014	Jacksonville Electric Authority 21 West Church Street Jacksonville, FL 32202 Beth DiMeo (904) 665-8139 dimeea@jea.com

San Jose Phase Out – Tie to Royal Lakes Outfall – 20" FM, Jacksonville Electric Authority

TB Landmark installed approximately 2,800 LF of 20-inch PVC sewer force main by open cut, approximately 150 LF of 20-inch flanged stainless steel piping across Goodby's Creek and 150 LF of 36-inch steel casing jack and bored under Baymeadows Road.

Contract Amount	Location	Job Start/End	Owner Contact
\$ 983,661.00	Jacksonville, FL	October 2012 April 2013	Jacksonville Electric Authority 21 West Church Street Jacksonville, FL 32202 Beth DiMeo (904) 665-8139 dimeea@jea.com

BID NO.: 16-38

ATTACHMENT "G"
UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

	ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE
1	12" PVC DR18 WM	LF	\$65.00
2	12" DI Pressure Class 350 WM	LF	\$88.00
3	12" Resilient Wedge Gate Valve	EA	\$4,500.00
4	12" DI MJ Tee	EA	\$1,200.00
5	12" DI MJ 90° Bend	EA	\$1,200.00
6	12" DI MJ 45° Bend	EA	\$1,200.00
7	6" PVC DR18 WM	LF	\$45.00
8	6" DI Pressure Class 350 WM	LF	\$58.00
9	6" Resilient Wedge Gate Valve	EA	\$1,550.00
10	6" DI MJ Tee	EA	\$550.00
11	6" DI MJ 90° Bend	EA	\$550.00
12	6" DI MJ 45° Bend	EA	\$550.00
13	16"X6" Tapping Sleeve and 6" Gate Valve	EA	\$7,000.00
14	Flowable Fill	CY	\$225.00
15	FDOT Base Group 9	SY	\$100.00
16	Asphalt (Type SP-12.5) Pavement Repair	TON	\$300.00
17	1.5" Asphalt (Type FC-12.5) Mill & Overlay	SY	\$28.00
18	Curb and Gutter	LF	\$30.00
19	6"-Thick Concrete Sidewalk	SY	\$45.00
20	Seeding	SY	\$0.55
21	Sod (Bahia)	SY	\$2.65
22	Sod (Bermuda)	SY	\$3.55

BID NO.: 16-38

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that T B Landmark Construction, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of 5% of Total Bid Amount Dollars (\$ _____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated May 25th, 2016.

For

FRUIT COVE JEA WATER MAIN INTERCONNECT

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 25th day of May A.D., 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 16-38

WITNESSES:

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

WITNESSES:

Victoria Bedlington

[Signature]
PRINCIPAL:

T B Landmark Construction, Inc.
NAME OF FIRM:

[Signature]
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

Manager President
TITLE

11220 New Berlin Road
BUSINESS ADDRESS

Jacksonville, FL 32226
CITY STATE

WITNESS:

Kassandra S. Sullins
Kassandra S. Sullins

SURETY:
Travelers Casualty and Surety Company of America

CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL) Walter N. Myers

One Tower Square
BUSINESS ADDRESS

Hartford, CT 06183
CITY STATE

Cecil W. Powell & Company
NAME OF LOCAL INSURANCE AGENCY

END OF SECTION



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229425

Certificate No. 006737821

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Fitzhugh K. Powell Jr., Robert T. Theus, Susan W. Jordan, Walter N. Myers, and Benjamin Powell

of the City of Jacksonville, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Any and all consents required by the Department of Transportation, or the Central Florida Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of April, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2016

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



St. Johns County Board of County Commissioners

Purchasing Division

April 22, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-38 Fruit Cove JEA Water Main Interconnect

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/Revisions/Clarifications

1. The bid due date is changed to **Wednesday, May 25, 2016 at 2:00 PM**. The deadline for questions is now **May 11, 2016 at 4:30 PM** and the final addendum will be issued no later than **May 18, 2016**. SJCUD is allowing additional time to make revisions to the bid documents, obtain all permits, and provide additional time for prospective bidders to gather information due to the revisions. Please refer to attachment **1 - Front End Documents FINAL Rev 042216**.
2. The following permits have been or are the process of being obtained by SJCUD and will be provided to the successful bidder prior to construction:
 - JEA Permit to Construct & Dedicate Water & Sewer Facilities
 - FDEP Specific Permit to Construct PWS Components
 - FDOT Utility Permit
 - SJC Utility Right-of-Way Permit (SJCUD will assist in obtaining prior to mobilization)
3. FDOT will require flowable fill for open cut within the roadway. SJCUD has estimated the volume of flowable fill required for the open cut (180 CY), which is provided in the revised Bid Form. The Contractor shall provide a unit price per cubic yard of flowable fill to be placed and shall account for the equivalent cubic yard of fill to be hauled offsite instead of backfilled and compacted as assumed in the Base Bid price (i.e. Flowable Fill Cost = 180 CY * [Flowable Fill Unit Cost + Excavated Material Hauling Unit Cost – Backfill & Compaction Cost – Road Base Cost]). The contractor will be reimbursed for the actual amount of flowable fill required.

4. Please refer to the **2 - FDOT SR 13 Record Drawings** attached. FDOT will require the structural course to be 3" of SP-12.5 (Traffic Level C) and the friction course to be 1.5" of FC-12.5 to meet current FDOT standards. The mill and overlay area shall be 1.5" FC-12.5.
5. Please refer to the **3 - JEA Commercial Water Meter Fee Sheet** and **4 - JEA Large Meter Details**. A 6" JEA standard meter shall be furnished and installed per the plans provided. The cost for the meter installation and connection fee is provided in the attachment. The Bid Form has been revised to include an allowance of \$18,000 for the meter installation and capacity fees. JEA shall be responsible for furnishing and installing the meter assembly including the bypass. The contractor shall be responsible for providing the standard JEA box for a 6" commercial meter and connection to the meter assembly outside the meter box in their lump sum bid price.
6. Please refer to the revised Bid Form included in the Front End Documents FINAL Rev 042216. The bids will be tabulated as follows:

Base Bid + Flowable Fill Cost + JEA Meter Allowance + Testing Allowance = Total Lump Sum Bid

Alternate #1 – Fruit Cove Oak WTP Demolition (see attached As-Built and Specification)

7. Please refer to the **5 - Fruit Cove Oaks WTP As-Built** and **6 - Water Treatment Plant Demolition Specification** attached. It is the intent of SJCUD to abandon the facility once service is transferred to JEA. Due to this addition SJCUD would like to hold an additional **non-mandatory** meeting on **Wednesday, May 4, 2016 at 9:30 AM** at the Fruit Cove Oaks WTP (1282 Fruit Cove Drive South, St Johns, FL 32259) for any prospective bidders interested in visiting the facility. The revised Bid Form includes Alternate #1 - Fruit Cove Oaks WTP Demolition, which will not be included in the Total Lump Sum Bid. SJCUD reserves the right to award Alternate #1 dependent upon the overall construction budget.

Questions

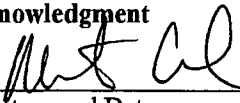
1. QUESTION: What is the engineer's estimate?
RESPONSE: The estimated cost for construction is \$150,000, not including Alternate #1 on the Bid Form.
2. QUESTION: What are the approximate lengths, sizes, and type of pipe to be installed?
RESPONSE: The approximate length, size, and type of pipe are as follows:
 - 285 LF of 12" DR18 PVC Water Main
 - 40 LF of 8" DR11 HDPE Water Main
 - 20 LF of 6" DR18 PVC Water Main
 - 55 LF of 6" DI PC350 Water Main
 - 1 - 6" JEA Commercial Water Meter
3. QUESTION: Are there any portions of the project that will need to be bored?
RESPONSE: No, the project is designed as all open cut.
4. QUESTION: Is there a geotechnical/soils report available for the project area?
RESPONSE: Yes, SJCUD has retained Ellis & Associates to perform a geotechnical evaluation. This information will be provided in the final addendum.

5. QUESTION: Will we be allowed to put down steel plates at the end of each day then pave all of the area at one time when complete, or must we temporary pave daily?

RESPONSE: Yes, FDOT has confirmed that steel plates will be acceptable instead of temporary asphalt at the end of each work day. The steel plates shall be secured in place and shall be level with the existing pavement.

THE BID DUE DATE IS: Wednesday, May 25, 2016 at 2:00 P.M.

Acknowledgment



Signature and Date

Martin Adams, Manager
Printed Name and Title

T B Landmark Construction, Inc.
Company Name (Print)

Attachments:

- 1 – Front-End Documents FINAL Revised 042216
- 2 – FDOT SR 13 Record Drawing
- 3 – JEA Commercial Water Meter Fee Sheet
- 4 – JEA Large Meter Details
- 5 – FC WTP As-Builts
- 6 – FC WTP Demolition Specification

Sincerely,

Karen Fullerton
Procurement Supervisor
Purchasing Department

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

May 18, 2016

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-38 Fruit Cove JEA Water Main Interconnect

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

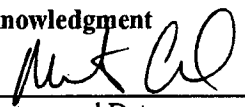
Additions/Revisions/Clarifications

1. The bid due date was changed to **Wednesday, May 25, 2016 at 2:00 PM**. Please make sure both Addendum #1 and Addendum #2 are acknowledged and the final revised bid form with attachments is submitted with the bid package (**1 - Front End Documents FINAL Rev 051816**).
2. Please refer to the attachment (**2 - Bid No 16-38 Bid Plans Rev 051816**). The plans have been revised to include additional information required by FDOT and show a revised meter location and piping configuration. All permits have been obtained based on the revised plans attached.
3. Please note that the revised bid form included Alternate #1 – Fruit Cove Oaks WTP Demolition. Please refer to the updated WTP Demolition Specification (**3 – FC WTP Demolition Specification Rev 051816**). A site visit was held on May 4, 2016 at 9:30 AM to provide additional information and answer questions. The following items were clarified during the site visit and all prospective bidders shall account for this in their bid for Alternate #1.
 - Demolition and disposal includes all structures per the specification INCLUDING the concrete foundations on which the structures sit upon.
 - Salvageable items which shall be returned to SJCUD are listed in the specification. SJCUD shall arrange items to be picked up and hauled off-site.
 - Please note that the existing hydropneumatic tank is newer (installed in 2007) and does have some possible salvage value remaining. The contractor may include the scrap value of the tank in their bid. If it is deemed salvageable and the value exceeds the scrap value of the tank, then SJCUD may choose to credit the Contractor for the scrap value and arrange for the tank to be removed from the site.

- The wellhead piping at each well shall be removed up to the vertical turbine pump and capped. SJCUD shall be responsible for contracting with a licensed water well contractor for removal of the pump and abandonment of the well.
4. Please refer to the attachment (**4 - Bid No 16-38 Geotechnical Evaluation**) provided by Ellis & Associates for information on the water table and soil conditions.

THE BID DUE DATE IS: Wednesday, May 25, 2016 at 2:00 P.M.

Acknowledgment



Signature and Date

Martin Adams, Manager

Printed Name and Title

T B Landmark Construction, Inc.

Company Name (Print)

Attachments:

- 1 – Front-End Documents FINAL Rev 051816
- 2 – Bid No 16-38 Bid Plans Rev 051816
- 3 – FC WTP Demolition Specification 051816
- 4 – Bid No 16-38 Geotechnical Evaluation

Sincerely,

Karen Fullerton

Contract Administrator
Purchasing Department

END OF ADDENDUM #2

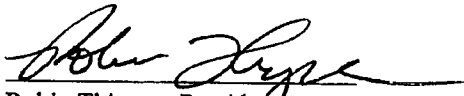
LIMITED POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF DUVAL

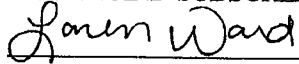
Known all men by these presents, T B Landmark Construction, Inc. ("T B Landmark"), a Florida Corporation with principal offices at 11220 New Berlin Road, Jacksonville, Florida 32226 does hereby irrevocably constitute, nominate, appoint and authorize, Martin Adams, who presently resides at 6042 Antigua Court, Orange Park, FL 32003, and who is presently employed by T B Landmark holding the position of Manager, as its true and lawful attorney-in-fact, to do in its name and on its behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of its bid for the proposed project, including but not limited to signing and submission of all bids, and other documents and writings, participating in bidders and other conferences, providing information/responses, representing it in all matters relating to the bidding process, signing and execution of all contracts and undertakings consequent to acceptance of its bid, and generally dealing with the necessary parties in all matters in connection with or relating to or arising out of its bid for the proposed project and/or upon award thereof to T B Landmark.

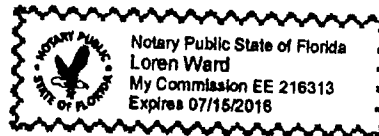
And T B Landmark hereby agrees to ratify and confirm, and does hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by its said attorney-in-fact pursuant to and in exercise of the powers conferred by this limited power of attorney, and that all acts, deeds, and things done by its said attorney-in-fact in exercise of the powers hereby conferred shall and shall always be deemed to have been done by T B Landmark.

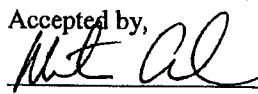
In witness whereof, Robin Thigpen, on behalf of T B Landmark as its President, has executed this power of attorney on this 12th day of May, 2015.


Robin Thigpen, President
T B Landmark Construction, Inc.

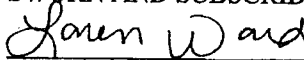
SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MAY, 2015 BY ROBIN THIGPEN.


(Notary Public)
Print Name: Loren Ward
My Commission Expires: 07/15/2016



Accepted by,

Martin Adams, Manager
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF MAY, 2015 BY MARTIN ADAMS.


(Notary Public)
Print Name: Loren Ward
My Commission Expires: 07/15/2016

