# RESOLUTION NO. 2016 - 94

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD <u>BID NO. 16-24</u> AND TO EXECUTE AGREEMENTS FOR <u>LIFT STATION IMPROVEMENTS FOR OSPREY, SAWGRASS MARRIOTT, AND ROUGH CREEK</u>.

### **RECITALS**

WHEREAS, the County desires to enter into contract with <u>G & H Construction, Inc.</u> to provide lift station improvements for St. Johns County in accordance with Bid No. 16-24; and

WHEREAS, the scope of the services will be to provide upgrades and modifications to three (3) wastewater lift stations located within Ponte Vedra in St. Johns, FL.; and

WHEREAS, through the County's formal Bid process, G & H 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 16-24 to G & H 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 16-24.
- 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 ADOPT	ED by the Board of	of County Commissioners of St. Johns County, Florida, this
5 <sup>M</sup> day of	April	, 2016.	of County Commissioners of St. Johns County, Florida, this
			BOARD OF COUNTY COMMISSIONERS OF
			ST. JOHNS COUNTY, FLORIDA

ATTEST; Hunter S/Conrad, Clerk

By: Jam Halterman Deputy Clerk

RENDITION DATE 4/7/16



# 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 \_\_\_\_\_ as the "Contractor", with mailing address \_\_\_\_\_\_, and email: \_\_\_\_\_\_, 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 essary to perform \_\_\_\_\_\_ for the SJC \_\_\_\_\_
Department in accordance with Bid No: \_\_\_\_\_ and as otherwise provided in the Contract necessary to perform \_\_\_\_ 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. <u>FINAL INVOICE</u>: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "<u>final invoice</u>" 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 <u>not</u> 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 nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

# **ARTICLE 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.

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 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

Deputy Clerk

Date

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:

Dawn Cardenas, Purchasing Manager

Company Name

Name (Type or Print)

LEGALLY SUFFICIENT:

Signature

Assistant County Attorney

Title

Date of Execution

Date

ATTEST:
CLERK OF COURT

<u>EXHIBIT "A"</u>	
BID NO: ;	
BASIS OF COMPENSATION	
	1 Sund on the
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, necessary to complete the scope of work. Requests for additional services or additional line writing and approved by St. Johns County <i>prior</i> to any work being implemented and shall Contract Amendment.	items shall be submitted in
Pricing adjustments will be considered on an annual basis at the time of contract renewal and by both the Contractor and the Owner. Price adjustment requests shall be based upon the Con affect at the time of renewal. All accepted and approved price adjustments shall become effect at the time of renewal.	nsumer Price Index (CPI) in

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.	f
Contract Renewal/s – The contract may be renewed for ( ), ( ) year terms upon sati performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued nee County for services	sfactory d of the



# St. Johns County Board of County Commissioners

**Purchasing Division** 

### NOTICE OF INTENT TO AWARD

March 4, 2016

RE: Bid No: 16-24 - Lift Station Improvements for Osprey & Sawgrass Marriott

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to <u>G & H Underground Construction</u>, <u>Inc.</u> as the lowest responsive, responsible bidder for <u>Bid No: 16-24 Lift Station Improvements for Osprey & Sawgrass Marriott</u>. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 12:00 P.M. EST Thursday, March 10, 2016.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. 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 herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention, Karen Fullerton, in the Purchasing Department at <a href="mailto:kfullerton@sicfl.us">kfullerton@sicfl.us</a>.

If you have any questions regarding this Notice of Intent to Award please contact Dawn Cardenas, Purchasing Manager, St. Johns County Purchasing Department at (904) 209-0152.

Sincerely,
St. Johns County

**Board of County Commissioners** 

County Representative Signature

Date: 3/4/16

Karen R. Fullerton, Procurement Supervisor

Name & Title (Printed)



# ST. JOHNS COUNTY PURCHASING DEPARTMENT

500 San Sebastian View St. Augustine, Florida 32084

# INTEROFFICE MEMORANDUM

TO:

Jim Overton, P.E., Utility Department

FROM:

Karen Fullerton, Procurement Supervisor

SUBJECT:

Transmittal of Bids Received for Bid No. 16-24, Lift Station Improvements for Osprey

& Sawgrass Marriott

DATE:

March 2, 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
Date 3-2-16
Budget Amount # 135,000 Marriott   # 180,000 Osprey & Rough Greek
Account Funding Title Marriott LS Inf   Osprey & Roush Creek LS FMP
Funding Charge Code 4459-56302 6632-56302 & 66005-56302
Award to GIH Underground Const Inc.
Award Amount # 294, 305. **



# ST. JOHNS COUNTY BID TABULATION

BID TITLE	LIFT STATION IMPRC	VEMENTS FOR OSPR	LIFT STATION IMPROVEMENTS FOR OSPREY & SAWGRASS MAR	ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID,	X BY AN INTENDED IWARD OF ANY BID,	OPENED BY TABULATED BY	LEIGH DANIELS LEILA HARTLAND
				SHALL FILE WITH THE PURCHASING DEPARTMENT FOR	œ	VERIFIED BY	
BID NUMBER	16-24			ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT	OTICE OF OF INTENT		
OPENING DATE/TIME	March 2, 2016	2:00 PM		FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)	SEVENTY-TWO (72)		
				HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL	UNDAY AND LEGAL		
	FROM		UNTIL	HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION	F THE BID TABULATION		
POSTING DATE/TIME	03/02/16		03/07/16	PROTEST PROCEDURES MAY BE OBTAINED IN THE	STAINED IN THE	PAGE (S) 1 of 2	
•	3:00 PM		3:00 PM	PURCHASING DEPARTMENT.			
BIDDERS	BASE BID # 1 OSPREY TOTAL LUMP SUM PRICE	BASE BID#2 SAWGRASS MARRIOTT TOTAL LUMP SUM	BASE BID # 3 ROUGH CREEK VILLAS TOTAL LUMP SUM PRICE	TOTAL LUMP SUM BID PRICE	ALTERNATE#1 SAWGRASS MARROITT REPAIR EXISTING DIP TOTAL LUMP SUM PRICE	ALTERNATE#2 ROUGH CREEK VILLAS REPAIR EXISTING DIP TOTAL LUMP SUM PRICE	BID BOND
DANUS UTILITIES INC	\$161,650.00	\$220,201.00	\$73,120.00	\$434,971.00	DEDUCT \$43,500.00	DEDUCT \$53,120.00	YES
J &H WATERSTOP	\$140,274.00	\$152,275.00	\$41,000.00	\$333,549.00	DEDUCT \$15,000.00	DEDUCT \$14,500.00	YES
GRIMES UTILITES INC	\$138,443.00	\$155,289.00	\$51,906.00	\$345,638.00	DEDUCT \$5,862.00	DEDUCT \$26,992,00	YES
G & H UNDERGROUND CONST INC	\$118,175,00	\$124,450.00	\$51,680.00	\$294,305.00	DEDUCT \$10,575.00	DEDUCT \$35,000.00	YES

BID AWARD DATE -

# ST. JOHNS COUNTY BID TABULATION

BID TITLE	LIFT STATION IMPRO	VEMENTS FOR OSPRE	Y & SAWGRASS MAR	LIFT STATION IMPROVEMENTS FOR OSPREY & SAWGRASS MAR ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID,	OPENED BY TABULATED BY	LEIGH DANIELS LEILA HARTLAND
				SHALL FILE WITH THE PURCHASING DEPARTMENT FOR	VERIFIED BY	
BID NUMBER	16-24			ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT		
OPENING DATE/TIME	March 2, 2016	2:00 PM		FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)		
		,		HOURS (EXCLUBING SATURDAY, SUNDAY AND LEGAL		
	FROM		UNTIL	HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION		
POSTING DATE/TIME			03/07/16	PROTEST PROCEDURES MAY BE OBTAINED IN THE	PAGE(S) 2 of	2
	3:00 PM		3:00 PM	PURCHASING DEPARTMENT.		
BIDDERS	ADDENDUM # 1	ADDENDUM#2				
DANUS UTILITIES INC	YES	YES				
J &H WATERSTOP	YES	YES				
GRIMES UTILITIES INC	YES	YES				
G & H UNDERGROUND CONST INC	YES	YES				

BID AWARD DATE -

### NOTICE TO BIDDERS – CONSTRUCTION

**BID NO.: 16-24** 

Notice is hereby given that sealed bids will be received <u>until 2:00 P.M.</u> on <u>Wednesday, February 10, 2016</u>, 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 <u>Bid No. 16-24 Lift Station Improvements – Osprey & Sawgrass Marriott</u>. Bids will be opened promptly after the 2:00 P.M. deadline. <u>Note:</u> Bids must be delivered or received in the Purchasing Department by the 2:00 P.M. deadline.

<u>Scope of Work:</u> The project includes upgrades and modifications to two (2) wastewater lift stations located within Ponte Vedra Beach, FL and generally includes removal/demolition of existing lift station infrastructure, new pour-in-place concrete slabs, application of wet well liner, installation of new stainless steel discharge piping per SJCUD standards, replacement of base elbows, installation of a diesel back-up pump provided by SJCUD (at Sawgrass Marriott only) and miscellaneous site work associated with lift station modifications as shown in the bid documents.

The bid documents include the bid drawings for the "Osprey Lift Station Improvements" and "Sawgrass Marriott Lift Station Improvements", as well as, the applicable sections in the St Johns County Utility Department "Manual of Water, Wastewater, and Reuse Design Standards & Specifications".

The lift stations are located at the following addresses:

Osprey LS – 410 Osprey Point, Ponte Vedra Beach, FL 32082 Sawgrass Marriott LS – 1800 PGA Tour Boulevard, Ponte Vedra Beach, FL 32082

Minimum Qualifications: Prime bidder must be fully licensed to do business in the State of Florida and hold a current Certified Underground Utility Contractor's license or Certified General Contractor's license at the time the bid is due. 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 on **Wednesday, January 20, 2016 at 9:30 a.m.** on site at 1800 PGA Tour Boulevard, Ponte Vedra Beach, FL 32082. The deadline for questions for this bid shall be 4:30 p.m., Wednesday, January 27, 2016.

Copies of official Bidding Documents can be obtained via email request to shaluska@sjcfl.us. At the time of request please provide full company name, company address, primary contact name, contact phone number and email address.

ALL questions relative to this bid/project shall be directed in writing via email to shaluska@sjcfl.us or by fax to (904) 209-0157. The deadline for questions for this bid shall be 4:30 p.m., Wednesday, January 27, 2016.

Additionally, document orders may be facilitated through Onvia DemandStar, Inc. These requests will be forwarded to the party responsible for bid document distribution via email. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at <a href="www.sjcfl.us/BCC/Purchasing/Open\_Bids.aspx">www.sjcfl.us/BCC/Purchasing/Open\_Bids.aspx</a>. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit <a href="www.demandstar.com">www.demandstar.com</a> to electronically download some documents.

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: Sharon Haluska, St. Johns County Purchasing at (904) 209-0156 or email shaluska@sicfl.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** 

January 27, 2016

### **ADDENDUM #1**

To:

Prospective Bidders

From:

St. Johns County Purchasing Department

Subject:

Bid No.: 16-24 Lift Station Improvements – Osprey and Sawgrass Marriott

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.

### Questions

1. QUESTION: What is the construction estimate? RESPONSE: The opinion of probable construction cost is \$180,000 for both lift stations.

- 2. QUESTION: What are the estimated start and completion dates?

  RESPONSE: It is anticipated that the Notice to Proceed will be issued in April 2016 and Substantial Completion will be in July 2016 (100 days from NTP to Substantial Completion).
- 3. QUESTION: Who will be responsible for disconnecting/re-connecting the pumps, re-connecting pressure sensors and installation of the floats and wiring for the diesel back-up pump?

  \*RESPONSE: SJCUD will have personnel available to perform the above mentioned items. The Contractor shall provide adequate notice to SJCUD to assure that the proposed schedule can be met.
- 4. QUESTION: What are the SJCUD approved liners for this project?

  RESPONSE: Refer to Sheet 2 of 3, Note 6. SJCUD will accept SpectraShield, Raven 405, and Green Monster as equivalent lining systems. Please note that the liner applicator should be aware of the existing condition of the wetwells. At the site visit, it was pointed out that the wetwell interior is coated with a coal-tar epoxy.
- 5. QUESTION: In reference to the existing concrete vault. Can it be cut down below grade and filled with A-3 sand or does it have to be completely removed? If not how far below grade?

RESPONSE: Refer to the revised callout on Sheet 1 of 3, Existing Site Plan. SJCUD will allow the Contractor to demo the existing vault a minimum of 3 feet below grade and backfill with clean A-3 sand in lieu of complete removal.

- 6. QUESTION: Can SJCUD provide more information on the diesel back-up pump to be installed at the Sawgrass Marriott lift station?
  - RESPONSE: Refer to the shop drawing provided by the pump supplier and revised drawings issued with Addendum #1. The dimensions and weight of the diesel back-up pump are provided in the shop drawing. A Diesel Back-up Pump Connection Detail (Sheet 3 of 3) is also included in the revised drawings showing the proposed piping configuration.
- 7. QUESTION: Can SJCUD provide the as-built drawings showing the location of the existing sewer manholes and collection system for both the Sawgrass Marriott and Osprey lift stations? RESPONSE: Refer to the best available as-built information issued with Addendum #1. The manhole to the south of the Sawgrass Marriott wetwell is shown in PV-576 and PV-1233, which looks to be approximately 45 feet south of the wetwell. No as-built information is on record for the gravity sewer and force main connection at the Osprey lift station. It appears that a force main ties directly into the gravity sewer between the wetwell and receiving manhole. More information for the Osprey lift station will be provided in the final addendum.
- 8. QUESTION: Will the Sawgrass Homeowner's Association allow the Contractor to set up the temporary bypass pumping within the manhole located in the road?

  RESPONSE: SJCUD has spoken with May Management regarding the work required at the lift station site and the necessity to set up traffic control to block one lane near the intersection of Osprey Point and Preston Trail East. May Management has given their approval, however the Contractor shall notify May Management and the residents located on Osprey Point a minimum of one week prior to construction activities which impact normal traffic flow.

# Additions/Revisions/Clarifications

- 9. Refer to the revised drawings for the Osprey Lift Station Improvements and Sawgrass Marriott Lift Station Improvements included with Addendum #1. The original drawings issued do not reflect the changes discussed at the Pre-Bid Meeting on January 20, 2016.
- 10. Please note that specifications were not included as part of the bid documents. All specifications are covered in the drawings issued for bid and in the Manual of Water, Wastewater, and Reuse Design Standards & Specifications, 2006 Edition, which can be downloaded at <a href="http://www.sjcfl.us/Utilities/DevelopmentGroup.aspx">http://www.sjcfl.us/Utilities/DevelopmentGroup.aspx</a>. The drawings issued for bid shall supersede any conflicts that may exist.
- 11. Please note that the approximate location of the conduit to/from the diesel back-up has been added to Sheet 1 of 3, Proposed Site Plan. The Contractor shall be responsible for installation of the 1" conduits as shown. SJCUD will have personnel install the floats and wiring to the RTU. Conduit between the wetwell and diesel back-up shall be sealed with duct seal.
- 12. The bid due date is changed to Wednesday, February 24, 2016. The deadline for questions is now February 10, 2016 and the final addendum will be issued no later than February 17, 2016. SJCUD is further evaluating the gravity sewer from the manhole to the wetwell at each lift station and may include additional work.

The Primary St. Johns County Point of Contact this bid is hereby changed:	for all questions, inquiries and communication regarding
From:	
Sharon Haluska (904) 209-0156 at shaluska@sje	<u>cfl.us</u>
To:	
Karen Fullerton, Purchasing Supervisor (904) 20	09-0158 at kfullerton@sjcfl.us
THE BID DUE DATE IS: Wednesday, Febru	uary 24, 2016 at 2:00 P.M.
Acknowledgment	Sincerely,
Signature and Date	Sharon L. Haluska Contract Administrator Purchasing Department
Printed Name and Title	
Company Name (Print)	
Attachments: 16-24 Sawgrass Marriott LS Bid Plan Revised 0 16-24 Osprey LS Bid Plan Revised 012716 Godwin NC100 Shop Drawing PV-514 (As-built) PV-576 (As-built) PV-1233 (As-built)	12716

END OF ADDENDUM #1



# St. Johns County Board of County Commissioners

Purchasing Division

February 17, 2016

### **ADDENDUM #2**

To:

**Prospective Bidders** 

From:

St. Johns County Purchasing Department

Subject:

Bid No.: 16-24 Lift Station Improvements - Osprey and Sawgrass Marriott

This Addendum #2 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

- Refer to the revised drawings for the Osprey Lift Station Improvements and Sawgrass Marriott
  Lift Station Improvements included with Addendum #2. The revised drawings include the
  replacement of the influent gravity sewer at the locations shown on the drawings. Additionally,
  the influent gravity sewer at the Rough Creek Villas lift station is added to the bid and a sketch is
  provided to be included as part of the bid documents.
- 2. Refer to the revised Front End Documents. Due to the additional work, the contract time is extended to One Hundred-Fifty (150) calendar days. The Bid Form has been revised to include Base Bid #3 for Rough Creek Villas Influent Gravity Sewer Replacement and Alternate Bid #1 and #2 for the difference in cost of replacement of the gravity sewer per plan versus repairing the existing gravity sewer with Insituform/CIPP methods at Sawgrass Marriott and Rough Creek Villas. Please make sure the latest revised Bid Form and Attachments included with Addendum #2 are submitted with the bid.
- 3. The bid due date is changed to Wednesday, March 2, 2016 to allow the prospective bidders additional time to visit the site, if they choose to do so. Please arrange site visits through David Ciardiello, Phone: (904) 669-7493 or Email: <a href="mailto:dciardiello@sjcfl.us">dciardiello@sjcfl.us</a>. Prospective bidders are not to ask questions during their site visit. Moving forward, any questions may be submitted in writing to Karen Fullerton, Phone: (904) 209-0162 or Email: <a href="mailto:kfullerton@sjcfl.us">kfullerton@sjcfl.us</a>, until Monday, February 22, 2016 at 4:30 PM. If necessary, a final addendum will be issued no later than Wednesday, February 24, 2016 at 4:30 PM.

# THE BID DUE DATE IS: Wednesday, March 2, 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: 16-24 Bid Form Revised 021616	
16-24 Sawgrass Marriott LS Plans – 16-24 Sawgrass Marriott LS Plans –	
16-24 Osprey LS Plans - Revised 02	21616 Full Scale
16-24 Osprey LS Plans - Revised 02 16-24 Rough Creek Villas Sewer Re	

END OF ADDENDUM #2

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

	Total Soul Bib 1 ROI ODA	<b>U</b>
PROJECT:	LIFT STATION IMPROVEMENTS – OSPREY	& SAWGRASS MARRIOTT
то:	THE BOARD OF COUNTY COMMISSIONERS OF FLORIDA	OF ST. JOHNS COUNTY,
DATE SUBM	ITTED: 3-2-2016	
	BID PROPOSAL OF	
G&H Underg	round Construction, Inc	
	COMPANY NAME	
2200 N Ponc	e De Leon Blvd Ste 11 St Augustine, Fl. 32084	904-829-8199
Address		Telephone No.
unaersignea pro	ENTS – OSPREY & SAWGRASS MARRIOTT, apposes to furnish all materials, labor and equipment, supply with the Contract Documents for the following follows:	unervision and all other requirements
BASE BID #1:	OSPREY - Lift Station Improvements as per plan	s and specifications.
	\$118,175.00	
	Total Lump Sum Base Bid Price (Num	nerical)
One hundred e	ighteen thousand, one hundred seventy five dollars and zero	cents /100
	Dollars	,100
	(Amount written or typed in words	3)
BASE BID #2: pecifications.	SAWGRASS MARRIOTT - Lift Station Improve	ments as per plans and
	<b>\$</b> 124,450.00	
	Total Lump Sum Base Bid Price (Nun	nerical)

One hundred twenty four thousand, four hundred and fifty dollarsand zero cents	/100
<u>Dollars</u>	
(Amount written or typed in words)	
BASE BID #3: ROUGH CREEK VILLAS - Influent Gravity Sewer Replace	ement as nor plans and
specifications.	cment as bei bians and
Ø 51 680 00	
\$ 51,680.00  Total Lump Sum Base Bid Price (Numerical)	
Fifty one thousand , six hundred eighty dollars and zero cents	/100
Dollars	
(Amount written or typed in words)	
TOTAL BID PRICE: BASE BID #1 + BASE BID #2 + BASI	E BID #3
<b>\$</b> 294,305.00	
Total Lump Sum Bid Price (Numerical)	
,	
Two hundred ninety four thousand , three hundred five dollars and zero cents	/100 Dollars
(Amount written or typed in words)	
ALTERNATE #1: SAWGRASS MARRIOTT – Repair Existing DIP with In	situform/CIDD in Hor
of Replacement	
\$ 10,575.00	
Total Lump Sum Bid Price (Numerical)	
Ten thousand five hundred seventy five dollars and zero cents	/100 Dollars
(Amount written or typed in words)	
ADD or DEDUCT Circle One)	
ALTERNATE #2: ROUGH CREEK VILLAS - Repair Existing DIP with In	situform/CIPP in lieu
of Replacement	orangia, oli i muu
<b>§</b> 35,000.00	
Total Lump Sum Bid Price (Numerical)	
Thirty five thousand and zero cents	/100 Dollars

(Amount written or typed in words)

ADD or DEDUCT Circle One)

/100 Dollars

Time of Substantial Completion to be **One Hundred-Fifty (150)** consecutive calendar days from receipt of Notice to Proceed from Owner.

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:	1-27-16
No.:	2	_Date Received:	2-17-16
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 Architect, 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 **One Hundred-Fifty (150)** 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	G&H Underground Construction, Inc	(Seal)
By/ Chile Hills	Wade Gibby , President	
	(Name & Title typed or printed)	-
Ву:		· · · · · · · · · · · · · · · · · · ·
	(Name & Title typed or printed)	
Address: 2200 N Ponce De	e Leon Blvd Ste 11, St Augustine, Fl. 32084	
Telephone No.: (904) 829-81	99 Fax No.: ( 904) 810-0531	<del></del>
Email Address for Authorized	d Company Representative: ghunderground@bellsouth.net	-
Federal I.D. Tax Number: 06	DUNS #;	<del></del>
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 Translation of Compliance with Florida Transla	4 -4
	"D" - Certificate of Compliance with Florida Trench Safety A "E" - License/Certification List	4CT
	"F" – Qualifications Statement	
	Bid Bond	
	Fully Acknowledged Addenda Applicable to this bid	

Attachments "A", "B", "C", "D", "E", "F" 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.

# 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 Wade Gibby	
who being duly sworn, deposes and says he is President	(Title) of
the firm of G&H Underground Construction, Inc Bidder submitting the at	tached proposal for the
services covered by the bid documents for <u>Bid No 16-24</u> , for <u>LIFT STATION</u>	
OSPREY & SAWGRASS MARRIOTT, 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.

project. I didicimore, notified the min her ally	y of its officers are parted from participating in public contrac
lettings in the State of Florida or any other sta	te.
G&H Underground Construction, Inc	Sworn and subscribed to me this 1st day
) (Bidder)	of <u>March</u> , 20 16.
By: Made Ally	Notary Public:
V	Jenny Maralson
President	Signature
(Title)	Jennifer Haralson
	Printed
	My commission Expires: 12-6-17

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



### ATTACHMENT "B"

# LIST OF PROPOSED SUBCONTRACTORS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

# DIVISION OF WORK or NAME AND ADDRESS OF DESCRIPTION/NAME OF EQUIPEMENT VENDOR

Curb, Sidewalk, and Driveways	Curb Systems- 101 Canova Ct. St Augusitine, Fl. 32086	
Pump Bases	Xylem- PO Box 223724 , Pittsburg, PA. 15251	
Piping	Fortiline- 2780 Lloyd Rd , Jacksonville, Fl. 32254	
CIPP Liner	Insituform Technologies - 6972 Business Park Blvd N , Jacksonville, FL, 322	
	•	

# **ATTACHMENT "C"**

# CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _Wade Gibby	, certify that	I am the Secretary of	the Corporation nam	ned as Principal in the
attached bond; that _				ne Principal, was then
President				ture, and his signature
hereto is genuine; and	that said bond was du	ly signed, sealed, and	attested for and in beh	alf of said Corporation
by authority of its gov	verning body.	Wade	Hely	
		Secretary	Corporate Sea	l
(STATE OF FLORID	)A			
COUNTY OF ST. JC	HNS)			
Before me, a Note Ben Powell the Attorney-In-Fact,	to me well	known, who being by	me first duly sworn up	
Merchants Bonding			egoing bond on behal	If of the surety named
therein in favor of St.	Johns County, Florid	a. ´		
Subscribed and sworr	to me this <u>1st</u>	day of <u>March</u>	, 20 <u>_16</u> , A.D	
				JENNIFER LEE HARALSON
	7.1	OTARY PUBLIC of Florida-at-large		Notary Public - State of Florida My Comm. Expires Dec 6, 2017 Commission # FF 067794
	М	y Commission Expire	s:12-6-17	myn Haralson

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

### **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: Wade Gibby		
G&H Underground Construction,Inc	3-1-16	
Wood Ald	Date	
Authorized Signature		

### **ATTACHMENT "E"**

# LICENSE/CERTIFICATION LIST

In the space below, the Bidder shall list all current licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
Underground Utility & Excavation	GUC1224124	Fl. Department of Business and Professiona Regulation	8-31-16
FDOT approval for Drainage, Flexible Paving, and Grading		Florida Department of Transportation	6-30-16
St Johns Business License		St Johns County	9-30-16
			44
		·	
			· · · · · · · · · · · · · · · · · · ·

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

LICENSE NUMBER

CUC1224124

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

HARDWICK, JEFFERY L G & H UNDERGROUND CONSTRUCTION INC 4980 PORTER ROAD ST. AUGUSTINE FL 32095

ISSUED: 07/28/2014

DISPLAY AS REQUIRED BY LAW.

SEQ# L1407280001170

HIS RECEIPT IS ISSUED PURSUANT. O COUNTY ORDINANCE 87:36	2015/2018S - Locaseus	ALGUCHNSGOUND NESSTAXALGGE	PT ACCOUNT 25	043
1)	Aller, no diservay	ind in a combine coloria ma	CE EXPINES September	er 30, 2016
TYPE OF 000264 L'AND CLEARIN JUSINESS		HNS CO//	X NEW BUSINESS	
JUSINESS 1175 WOODLAWN ROAD LODRESS STAUGUSTINE, FL 32084	は 作品 動物 は かいくん 🍝	HNS COUNTY	TRANSFER ORIGINAL:TAX	22.00
			AMOUNT - PENALTY	22.00 
USINESS LAME: G & H/GONSTRUCT	<b>发生的形形的影響所屬於其中的學術學的學術。</b>		COLLECTION COST TOTAL:	22.00
WHER GIBBY.WADE DE HARDWING AND THE STANDARD STA	IAX	COLLECTOR		

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-8141821:0004-0008 :500 :07/25//2005 :22:00

DENNIS W. HOLLINGSWORTH
JOHNS COUNTY TAX COLLECTOR
not constitute a tranchise an agreement, or permission or at
notes or operate the business described hereon when a fra



# Florida Department of Transportation

RICK SCOTT GOVERNOR

605 Suwannee Street Tallahussee, FL 32399-0450

JIM BOXOLD SECRETARY

May 19, 2015

G&H UNDERGROUND CONSTRUCTION INC 1175 WOODLAWN RD ST AUGUSTINE FL 32084

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2016. However, the new application is due 4/30/2016.

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

Your company's maximum capacity rating has been established based on

X Audited Reviewed financial statements. To access it, please log into the
Contractor Prequalification Application System via the following link:
https://www3.dot.state.fl.us/ContractorPreQualification/

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

FDOT APPROVED WORK CLASSES: DRAINAGE, FLEXIBLE PAVING, GRADING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

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

Sincerely,

Juanita Moore, Manager

Contracts Administration Office

A Mari Resound L

# ATTACHMENT "F"

# QUALIFICATIONS STATEMENT

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

By:	G&H Underground Construction, Inc	3-1-16
•	Wade Hall	Date
	Authorized Signature	_

Provide a brief description of at least Five (5) similar jobs completed within the last Ten (10) years.

Date	Job Name	Description: Type, Length, Size, Material	Owner Contact Info
Example April-June 2009	Sawgrass WWTP Tank Rehabilitation	Tank surface restoration	County Utility John Smith, P.E. (904) 123-4567
March 2012 - September 2012	Lift Station 51	8' Diameter 22' Deep Lift Station 6" SS Piping (2) 8 Horsepower pumps	City of St Augustine Marcus Pinson 904-823-2204
March 2012 - September 2012	Lift Station 52	8' Diamter 21' Deep Lift Station 6" SS piping (2) 8 Horse Power pumps	City of St Augustine Marcus Pinson 904-823-2204
June 2011 - February 2012	Lake Mildred Water Pump Station	10' Diamter 15' Deep Lift Station 12" Staineless Steel Piping (2) 25 Horse Power Pumps	City of Jacksonville Beach Dennis Dupries 904-247-6286
August 2011- July 2012	Modification to LS #3	16'x16' 20' Deep Lift Station (3) 30 HP Pumps Pumps 12" Stainless Steel pipe	City of Jacksonville Beach Dennis Dupries 904-247-8286
November 2008 - Octtober 2010	City of St Augustine Beach Woodland Weset Subdivision Sevilla Gardens Subdision	(2) 8' Diameter Lift Station 5 Horse Power Pumps 2" Stainless	CDM Engineering 8391 Dix Filis Trail #4 Jackson ville, Fl 3225 904-519-7072

# BID BOND

STATE OF FLORIDA COUNTY OF ST. JOHNS

K N Princ	OWALL MEN BY THESE PRESENTS, that G&H Underground Construction, Inc. a ipal, and Merchants Bonding Company as Surety, are held and firmly bound unto S
Johns	County, Florida, in the penal sum of 5% of Total Amount Bid Dollars (2 5%)
sever	y of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and ally, firmly by these presents.
THE	CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the panying Bid, dated March 2nd, 2016
	For
	LIFT STATION IMPROVEMENTS - OSPREY & SAWGRASS MARRIOTT 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.
corpora	NESS WHEREOF, the above bounded parties have executed this instrument under their several seals, day of

WITNESSES:	
(If Sole Ownership or Partnership tw (If Corporation, Secretary only will a	o (2) Witnesses required). ttest and affix seal).
WITNESSES:	PRINCIPAL:
Landburna D.	G & FI Underground Construction, Inc. NAME OF FIRM:
7	Whole Ill
	SIGNATURE OF AUTHORIZED  OFFICER (AFFIX SEAL)
	TITLE
	2200 N. Ponce de Leon Blvd., Ste. 11 BUSINESS ADDRESS
	St. Augustine, FL 32084  CITY STATE
WITNESS:	SURETY:
	Merchants Bonding Company  CORPORATE SURETY
	ATTORNEY-IN-FACT (AFFIX SEAL) Benjamin K. Powell, Attomey-in-Fact
	P.O. Box 14998 BUSINESS ADDRESS
•	Des Moincs, IA 50306
	CITY STATE
	NAME OF LOCAL INSURANCE AGENCY

BID NO.: 16-24

END OF SECTION



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of lowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan; Walter N Myers

Jacksonville and State of their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

### FIFTEEN MILLION (\$15,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratifled and confirmed,

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25thday of March , 2015 .

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA COUNTY OF POLK ss.

On this 25th day of March , 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, lowa, the day and year first above written.

> WENDY WOODY Commission Number 784654 My Commission Expires June 20, 2017

> > Notary Public, Polk County, Iowa

STATE OF IOWA COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on March

this 2nd day of

2016 110HA Mariantelle,

William Harner Jo.

POA 0014 (7/14)



# St. Johns County Board of County Commissioners

Purchasing Division

January 27, 2016

### ADDENDUM #1

To:

Prospective Bidders

From:

St. Johns County Purchasing Department

Subject:

Bid No.: 16-24 Lift Station Improvements - Osprey and Sawgrass Marriott

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.

### **Questions**

1. QUESTION: What is the construction estimate?

RESPONSE: The opinion of probable construction cost is \$180,000 for both lift stations.

QUESTION: What are the estimated start and completion dates?
 RESPONSE: It is anticipated that the Notice to Proceed will be issued in April 2016 and Substantial Completion will be in July 2016 (100 days from NTP to Substantial Completion).

- 3. QUESTION: Who will be responsible for disconnecting/re-connecting the pumps, re-connecting pressure sensors and installation of the floats and wiring for the diesel back-up pump?

  RESPONSE: SJCUD will have personnel available to perform the above mentioned items. The Contractor shall provide adequate notice to SJCUD to assure that the proposed schedule can be met.
- 4. QUESTION: What are the SJCUD approved liners for this project?

  RESPONSE: Refer to Sheet 2 of 3, Note 6. SJCUD will accept SpectraShield, Rayen 405, and Green Monster as equivalent lining systems. Please note that the liner applicator should be aware of the existing condition of the wetwells. At the site visit, it was pointed out that the wetwell interior is coated with a coal-tar epoxy.
- 5. QUESTION: In reference to the existing concrete vault. Can it be cut down below grade and filled with A-3 sand or does it have to be completely removed? If not how far below grade?

RESPONSE: Refer to the revised callout on Sheet 1 of 3, Existing Site Plan. SJCUD will allow the Contractor to demo the existing vault a minimum of 3 feet below grade and backfill with clean A-3 sand in lieu of complete removal.

- 6. QUESTION: Can SJCUD provide more information on the diesel back-up pump to be installed at the Sawgrass Marriott lift station?
  - RESPONSE: Refer to the shop drawing provided by the pump supplier and revised drawings issued with Addendum #1. The dimensions and weight of the diesel back-up pump are provided in the shop drawing. A Diesel Back-up Pump Connection Detail (Sheet 3 of 3) is also included in the revised drawings showing the proposed piping configuration.
- 7. QUESTION: Can SJCUD provide the as-built drawings showing the location of the existing sewer manholes and collection system for both the Sawgrass Marriott and Osprey lift stations? RESPONSE: Refer to the best available as-built information issued with Addendum #1. The manhole to the south of the Sawgrass Marriott wetwell is shown in PV-576 and PV-1233, which looks to be approximately 45 feet south of the wetwell. No as-built information is on record for the gravity sewer and force main connection at the Osprey lift station. It appears that a force main ties directly into the gravity sewer between the wetwell and receiving manhole. More information for the Osprey lift station will be provided in the final addendum.
- 8. QUESTION: Will the Sawgrass Homeowner's Association allow the Contractor to set up the temporary bypass pumping within the manhole located in the road?

  RESPONSE: SJCUD has spoken with May Management regarding the work required at the lift station site and the necessity to set up traffic control to block one lane near the intersection of Osprey Point and Preston Trail East. May Management has given their approval, however the Contractor shall notify May Management and the residents located on Osprey Point a minimum of one week prior to construction activities which impact normal traffic flow.

### Additions/Revisions/Clarifications

- 9. Refer to the revised drawings for the Osprey Lift Station Improvements and Sawgrass Marriott Lift Station Improvements included with Addendum #1. The original drawings issued do not reflect the changes discussed at the Pre-Bid Meeting on January 20, 2016.
- 10. Please note that specifications were not included as part of the bid documents. All specifications are covered in the drawings issued for bid and in the Manual of Water, Wastewater, and Reuse Design Standards & Specifications, 2006 Edition, which can be downloaded at <a href="http://www.sjcfl.us/Utilities/DevelopmentGroup.aspx">http://www.sjcfl.us/Utilities/DevelopmentGroup.aspx</a>. The drawings issued for bid shall supersede any conflicts that may exist.
- 11. Please note that the approximate location of the conduit to/from the diesel back-up has been added to Sheet 1 of 3, Proposed Site Plan. The Contractor shall be responsible for installation of the 1" conduits as shown. SJCUD will have personnel install the floats and wiring to the RTU. Conduit between the wetwell and diesel back-up shall be sealed with duct seal.
- 12. The bid due date is changed to Wednesday, February 24, 2016. The deadline for questions is now February 10, 2016 and the final addendum will be issued no later than February 17, 2016. SJCUD is further evaluating the gravity sewer from the manhole to the wetwell at each lift station and may include additional work.

The Primary St. Johns County	Point of Contact for	all questions,	inquiries and	communication	regarding
this bid is hereby changed:					

# From:

Sharon Haluska (904) 209-0156 at shaluska@sjcfl.us

To:

Karen Fullerton, Purchasing Supervisor (904) 209-0158 at kfullerton@sicfl.us

THE BID DUE DATE IS: Wednesday, February 24, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska

Contract Administrator Purchasing Department

Cash Underground Const. Inc. Company Name (Print)

Attachments:

16-24 Sawgrass Marriott LS Bid Plan Revised 012716

16-24 Osprey LS Bid Plan Revised 012716

Godwin NC100 Shop Drawing

PV-514 (As-built)

PV-576 (As-built)

PV-1233 (As-built)

**END OF ADDENDUM #1** 



# St. Johns County Board of County Commissioners

Purchasing Division

February 17, 2016

### **ADDENDUM #2**

To:

Prospective Bidders

From:

St. Johns County Purchasing Department

Subject:

Bid No.: 16-24 Lift Station Improvements - Osprey and Sawgrass Marriott

This Addendum #2 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

- Refer to the revised drawings for the Osprey Lift Station Improvements and Sawgrass Marriott
  Lift Station Improvements included with Addendum #2. The revised drawings include the
  replacement of the influent gravity sewer at the locations shown on the drawings. Additionally,
  the influent gravity sewer at the Rough Creek Villas lift station is added to the bid and a sketch is
  provided to be included as part of the bid documents.
- 2. Refer to the revised Front End Documents. Due to the additional work, the contract time is extended to One Hundred-Fifty (150) calendar days. The Bid Form has been revised to include Base Bid #3 for Rough Creek Villas Influent Gravity Sewer Replacement and Alternate Bid #1 and #2 for the difference in cost of replacement of the gravity sewer per plan versus repairing the existing gravity sewer with Insituform/CIPP methods at Sawgrass Marriott and Rough Creek Villas. Please make sure the latest revised Bid Form and Attachments included with Addendum #2 are submitted with the bid.
- 3. The bid due date is changed to Wednesday, March 2, 2016 to allow the prospective bidders additional time to visit the site, if they choose to do so. Please arrange site visits through David Ciardiello, Phone: (904) 669-7493 or Email: <a href="mailto:dciardiello@sjcfl.us">dciardiello@sjcfl.us</a>. Prospective bidders are not to ask questions during their site visit. Moving forward, any questions may be submitted in writing to Karen Fullerton, Phone: (904) 209-0162 or Email: <a href="mailto:kfullerton@sjcfl.us">kfullerton@sjcfl.us</a>, until Monday, February 22, 2016 at 4:30 PM. If necessary, a final addendum will be issued no later than Wednesday, February 24, 2016 at 4:30 PM.

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

Acknowledgment

Signature and Date

Sincerely,

Karen Fullerton

Procurement Supervisor Purchasing Department

Printed Name and Title

Company Name (Print)

Attachments:

16-24 Bid Form Revised 021616

16-24 Sawgrass Marriott LS Plans - Bid Revised 021616 Full Scale

16-24 Sawgrass Marriott LS Plans - Bid Revised 021616 Half Scale

16-24 Osprey LS Plans - Revised 021616 Full Scale

16-24 Osprey LS Plans - Revised 021616 Half Scale

16-24 Rough Creek Villas Sewer Replacement

END OF ADDENDUM #2

