

RESOLUTION NO. 2016 - 95

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 16-15 AND TO EXECUTE AGREEMENTS FOR RACE TRACK ROAD - JULINGTON CREEK TO COUNTY ROAD 2209.

RECITALS

WHEREAS, the County desires to enter into contract with Petticoat Schmitt Civil Contractors, Inc. to provide improvements to Race Track Road, between Julington Creek and CR 2209, for St. Johns County in accordance with Bid No. 16-15; and

WHEREAS, the scope of the services will be to furnish all labor, materials, and equipment necessary for the widening of Race Track Road, in St. Johns, FL.; and

WHEREAS, through the County's formal Bid process, Petticoat Schmitt Civil Contractors, 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 16-15 to Petticoat Schmitt Civil Contractors, 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 16-15.

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.

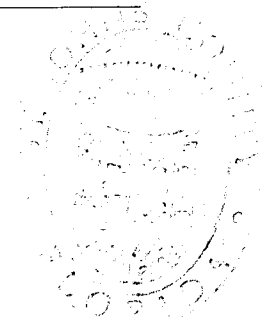
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of April, 2016.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Chair

ATTEST: Hunter S/ Conrad, Clerk
By: [Signature]
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 _____, 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 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.

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 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 Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD - REVISED

March 1, 2016

RE: Bid No: 16-15 Race Track Road – Julington Creek Plantation to CR 2209

Please be advised that the Purchasing Department of St. Johns County is issuing this revised Intent to Award Base Bid Part A & Part B. The County issues this Intent to Award a contract to Petticoat Schmitt Civil Contractors, Inc., as the lowest responsive, responsible bidder for Bid No: 16-15 Race Track Road – Julington Creek Plantation to CR 2209. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 1:00 P.M. EST Friday, March 4, 2016.

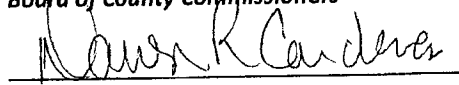
Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. 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, Dawn R. Cardenas, Purchasing Manager in the Purchasing Department at dcardenas@sjcfl.us.

Sincerely,

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


County Representative Signature

Date: 3/1/16

Dawn R. Cardenas, Purchasing Manager
Name & Title (Printed)



**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: Press Tompkins, County Engineer
FROM: Sharon Haluska, Contract Manager
SUBJECT: Transmittal of Bids Received for Bid No. 16-15, Race Track Road – Julington Creek
Plantation to CR 2209
DATE: January 13, 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 2-10-16

Budget Amount \$12,225,805.00

Account Funding Title TRANSPORTATION TRUST FUND

Funding Charge Code 1114-56330-5050-56330

Award to PETTICOAT-SCHMITT

Award Amount \$4,470,706.00

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE RACK TRACK ROAD - JUKINGTON CREEK PLANTATION
TO CR 2209

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
LEILA HARTLAND

BID NUMBER 16-15
OPENING DATE/TIME January 13, 2016 2:00 PM

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.

UNTIL
01/19/16
3:00 PM

FROM
01/13/16
3:00 PM

POSTING DATE/TIME
01/13/16
3:00 PM

BIDDERS	BASE BID PART A TOTAL LUMP SUM PRICE	BASE BID PART B (EXCAVATION & DISPOSAL OF 4,629 CY CONTAMINATED SOIL) TOTAL UNIT PRICE	UNIT PRICE COMINATED MATERIALS DISPOSAL PER CUBIC YARD	BASE BID PART A AND PART B TOTAL LUMP SUM PRICE	BID BOND	ADDENDUMS 1-4
PETTICOAT SCHMITT	\$4,142,447.00	\$4,629.00	\$1.00	\$4,147,076.00	YES	YES
J B COXWELL CONTRACTING	\$4,903,937.00	\$462,900.00	\$100.00	\$5,366,837.00	YES	YES
WATSON CIVIL CONSTRUCTION INC	\$3,968,191.50	\$192,103.50	\$41.50	\$4,160,295.00	YES	YES
BARCO-DUVAL ENG. INC.	\$4,287,100.00	\$462,900.00	\$100.00	\$4,750,000.00	YES	YES

BID AWARD DATE - _____

BID NO.: 16-15

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, December 23, 2015 at the St. Johns County Purchasing Dept located in the St. Johns County Administration Bldg. located at 500 San Sebastian View, St. Augustine, Florida 32084 (904) 209-0150 for Race Track Road – Julington Creek Plantation to CR 2209. 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 scope of work for this project shall generally cover the improvements project for Race Track Road – Julington Creek Plantation to CR 2209. Construction commences at approximately 2,200 ft west of CR 2209 and ends at approximately 1,470 ft east of CR 2209. The scope of this project is to furnish all labor, materials, and equipment necessary for the widening of Race Track Road. The project includes, but not limited to, the construction of stormwater management facility, drainage structure and pipe, sidewalk removal and construction, driveway removal and construction, asphalt removal and construction, traffic signal mastarms, overhead sign structures, vegetation removal and replacements, striping removal and replacement, detectable warning construction, utility coordination, ditch grading and excavation, restoring and armoring ditches, erosion control, sodding, television of pipes, and maintenance of traffic. All work shall be performed in accordance with the plans and specifications.

There will be a **Non-Mandatory** Pre-Bid Conference on Monday, November 30, 2015 at 9:30 a.m. at [the St Johns County Utility Dept, 1205 State Road 16, St. Augustine, FL 32084. **The deadline for all questions for this bid shall be 4:30 p.m., Tuesday, December 8, 2015.**

Minimum Qualifications: Prime Bidders must be fully licensed to do business in the State of Florida and must have successfully constructed, as a prime contractor or subcontractor, at least Three (3) projects in the past Seven (7) years of the type, size, and dollar value of the construction proposed for this project, and must have been in business under the bidding firm's name for at least Five (5) years. Additionally, the prime or sub-contractor performing the work in the following work classes shall be currently FDOT pre-qualified: **1) Flexible Paving, 2) Drainage and 3) Traffic Signals.** Bidder's must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Bidders to whom award of a contract is under consideration shall submit to the Architect, upon his request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

Bid Documents may be obtained from GAI Consultants, Inc., c/o Matthews Bolyard, P.E., 1301 Riverplace Blvd., Suite 900, Jacksonville, Fl 32207, (904) 363-1110 ext. 2023, m.bolyard@gaiconsultants.com for the sum of \$100.00 per set, which is non-refundable. Make checks payable to GAI Consultants, Inc. Electronic documents will not be provided during the bid process.

All questions relative to this bid shall be directed in writing to Sharon Haluska, SJC Purchasing via email at shaluska@sjcfl.us . The deadline for all questions shall be **4:30 p.m., Tuesday, December 8, 2015.**

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 www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx.

Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 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, SJC Purchasing (904) 209-0156 or shaluska@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

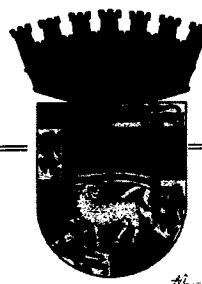
BY: _____
Deputy Clerk

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151



November 30, 2015

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-15: Race Track Road – Julington Creek to CR 2209

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/ Changes/ Clarifications:

1. Delete General Notes Plan Sheet 03 in its entirety and replace with 03gnntrd02_2015_REV01.pdf from FTP site shown below.
2. Delete General Notes Plan Sheet 04 in its entirety and replace with 04gnntrd03_2015_REV01.pdf from FTP site shown below.
3. The St. Johns County Bid Proposal form has been revised to include a Unit Price Allowance and Cubic Yard Unit Price for Contaminated Materials Testing & Disposal. The revised form is being issued with this addendum and is available from the FTP site below. Bidders are to **replace the bid form** issued in the original bid package **with the form issued with this addendum.**

Original Plan Sets for Bid No 16-15 Race Track Road – Julington Creek to Cr 2209 are being made available from the following FTP site:

<ftp://ftp.bocc.co.st-johns.fl.us/ftpengineering11/RaceTrack/Addendum/>

You will find the following four (4) files:

1. 03gnntrd02_2015_REV01.pdf
2. 04gnntrd03_2015_REV01.pdf
3. Bid Form Revised 113015.docx
4. RTR Roadway Plans.pdf (Original Plan Set issued for Bid 16-15) **Note:** Hard copies of these plans are to be considered the official plans and all information contained therein will prevail in the event of a conflict or discrepancy.

THE BID DUE DATE REMAINS AS: Wednesday, December 23, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #1

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151



December 15, 2015

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-15: Race Track Road – Julington Creek to CR 2209

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/ Changes/ Clarifications:

SPECIFICATIONS

TABLE OF CONTENTS

Under Appendix, add:
"Geotechnical Report
Soil and Groundwater Sample Report"

SECTION 00100 – INSTRUCTION TO BIDDERS

Under Minimum Qualifications, add the following paragraph:
"The prime or subcontractor performing the removal of the contaminated soils shall be OSHA 40 HAZWOPER trained and proof of training is required to be submitted upon request by the Owner."

ADDENDUM 1 OFFICIAL BID FORM

Delete and replace with Bid Form at the end of Addendum 2."

SECTION 01000 – PROJECT REQUIREMENTS

Add Paragraph:

"1.13 CONTAMINATED SOIL

- A. Contaminated soils shall be disposed of at a Class III landfill. Proof of disposal shall be submitted to the Owner.
- B. All testing for soil contamination shall be coordinated with the COUNTY. The COUNTY will conduct all testing of environmental samples for soil contamination.
- C. Additional environmental sampling is required in the vicinity of the cattle dipping vat. Contractor is required to give at least 30 days notice to the COUNTY's testing consultant

AerostarSES, LLC (Aerostar) prior to disturbing the land surface within a 50 foot radius of the cattle dipping vat. Following the environmental sampling, Aerostar will provide a report and figure indicating the location of the impacted soil that will require proper handling and disposal. Aerostar can be contacted to locate the cattle dipping vat prior to initiating site activities.

- D. Contractor shall establish a station offset for the cattle dipping vat once it can be removed for excavation.”

SECTION 01500 – TEMPORARY FACILITIES

Under Paragraph 1.04.A, delete “City of Jacksonville Beach” and replace with “COUNTY.”

SECTION 01568 – TEMPORARY EROSION AND SEDIMENTATION CONTROL

Delete Paragraph 1.01.B.

PLANS

SHEET 18

Delete Note stating: CONTRACTOR TO ASSUME ALL SOIL EXCAVATED... DISPOSAL REQUIREMENTS.”

QUESTIONS FROM BIDDERS AND RESPONSES

This QUESTIONS FROM BIDDERS AND RESPONSES do not form part of the BID document for the Project and Bid number described within this addendum. This section is for informational purposes only.

Q1. Provide a copy of MICROSTATION/GEOPAK – GEN TEXT FILE

R1. This file is being provided for information only. Bidders assume full responsibility for use of the data provided. All hard copy plans provided in the original bid package are to be considered the official documents.

To download and save Gen Text Files, type the link below and sign in using the given username and password:

FTP site:

Browse to: <http://fx.gaiconsultants.com/index.php>

*You log in as: Username: *thurst**

*Password: *gaigai**

Move and hold cursor over Documents on the left side of the screen and click B060648.06

Click on GEN TEXT FILE.zip

Click save as

Save zip file to appropriate folder within your project directory

THE BID DUE DATE REMAINS AS: Wednesday, December 23, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

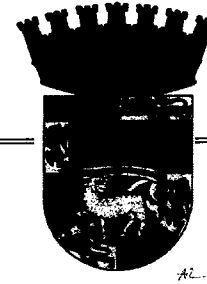
Company Name (Print)

Attachments:

1. Universal Engineering Geotechnical Report 7/17/15
2. AerostarSES Soil and Groundwater Sampling Report 6/11/15
3. Bid Proposal Form Revised 12/11/15

END OF ADDENDUM #2

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

December 17, 2015

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-15: Race Track Road – Julington Creek to CR 2209

This Addendum #3 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/ Changes/ Clarifications:

Addendum #3 is being issued to advise all prospective bidders that the current bid due date of December 23, 2015 is hereby extended to Wednesday, January 13, 2016 at 2:00 p.m.

THE BID DUE DATE IS HERBY CHANGED TO: Wednesday, January 13, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

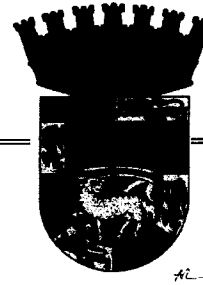
Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #3

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

December 30, 2015

ADDENDUM #4

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-15: Race Track Road – Julington Creek to CR 2209

This Addendum #4 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/ Changes/ Clarifications:

SPECIFICATIONS

ADDENDUM 2 OFFICIAL BID FORM

Delete and replace with Bid Form at the end of Addendum 3.

SECTION 01000 – PROJECT REQUIREMENTS

Delete Addendum 2, Section 0100, Paragraph 1.13 and replace with the following paragraph:

“1.13 CONTAMINATED SOIL AND GROUNDWATER

- A. Paragraph 1.13 of this Section is addressing the cattle dipping vat located at the proposed pond site.
- B. Contaminated soils shall be disposed of at a Class I landfill. Proof of disposal shall be submitted to the Owner.
- C. All testing for soil and groundwater contamination shall be coordinated with the COUNTY. The COUNTY will conduct all testing of environmental samples for soil and groundwater contamination.
- D. Additional environmental sampling is required in the vicinity of the cattle dipping vat. Contractor is required to give at least 30 days notice to the COUNTY's testing consultant AerostarSES, LLC (Aerostar) prior to disturbing the land surface within a 50 foot radius of the cattle dipping vat. Following the environmental sampling, Aerostar will provide a report and figure indicating the location of the impacted soil and groundwater plume that will require proper handling, treatment and disposal. Aerostar can be contacted to locate the cattle dipping vat prior to initiating site activities.

- E. The contractor is responsible for submitting the NOI for Stormwater Discharges Associated with Construction Activities; and for complying with the NPDES stormwater discharge permit requirements.
- F. Contractor is responsible for obtaining a FDEP Generic Permit for the Discharge Produced Groundwater from any non-contaminated site activity. If groundwater contamination is confirmed, the COUNTY will modify the NOI for produced groundwater and prepare, submit and obtain the appropriate dewatering permit.
 - 1. CONTRACTOR is responsible to route the dewatering discharge pipe to the COUNTY's portable treatment unit. The COUNTY is responsible for the treatment and disposal of the contaminated groundwater.
- G. Contractor shall establish a station offset for the cattle dipping vat once it can be removed for excavation."

THE BID DUE DATE REMAINS AS: Wednesday, January 13, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

Attachments:

- 1. Official County Bid Form – Revised 12/17/15

END OF ADDENDUM #4

COPY

BID NO.: 16-15

OFFICIAL COUNTY BID FORM – REVISED 12/17/15 (Addendum #4)
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL

PROJECT: RACE TRACK ROAD – JULINGTON CREEK PLANTATION TO CR 2209

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

DATE SUBMITTED: 1-13-2016

BID PROPOSAL OF

Petticoat-Schmitt Civil Contractors, Inc.
FULL LEGAL COMPANY NAME

6380 Philips Highway, Jacksonville, FL 32216 904-751-0888
Address 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 for Race Track Road – Julington Creek Plantation to CR 2209, 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 PART A:

FOR: Construction of Race Track Road – Julington Creek Plantation to CR 2209 as per plans and specifications.

\$ 4,142,447.00
Total Lump Sum Price (Numerical)

Four Million, One Hundred Forty Two Thousand, Four Hundred Forty Seven Dollars & No Cents /100 Dollars
(Amount written or typed in words)

BASE BID PART B:

FOR: Excavation and disposal of 4,629 CY of contaminated soil from pond site as per plans and specifications.

\$ 4,629.00
Total Unit Price (Numerical)

Four Thousand, Six Hundred Twenty Nine Dollars and No Cents /100 Dollars
(Amount written or typed in words)

UNIT PRICE - Contaminated Materials Disposal

\$ 1.00 (\$ rate per Cubic Yard)

It is estimated that the contaminated material shall not exceed 4,629 CY. The Contractor will be paid based upon the **actual documented quantity** (cubic yards) of contaminated soil excavated and removed by the successful bidder. If material contaminated quantity removed exceed the estimated value of 4,629 CY, contractor will be paid by the unit price shown above. Additional borrow not available due to additional contaminated material volume being remove from pond site will be negotiated.

BASE BID PART A AND PART B:

Total base bid Part A and Part B.

\$ 4,147,076.00
Total Lump Sum Price (Numerical)

Four Million, One Hundred Forty Seven Thousand, Seventy Six Dollars and No Cents /100 Dollars
(Amount written or typed in words)

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid.

Time of Substantial Completion to be 305 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.: _____ Date Received: 11-30-16 No.: 4 Date Received: 12-30-16

No.: _____ Date Received: 12-15-16

No.: _____ Date Received: 12-17-16

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.

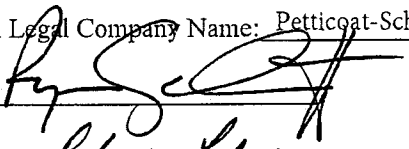
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the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

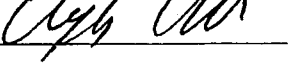
The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within **Three Hundred and Five (305)** consecutive calendar within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the 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: Petticoat-Schmitt Civil Contractors, Inc. (Seal)

By:  Ryan M. Schmitt, President
(Name & Title typed or printed)

By:  Clyde Cross, Vice President
(Name & Title typed or printed)

Address: 6380 Philips Highway, Jacksonville, FL 32216

Telephone No.: (904) 751-0888 Fax No.: (904) 751-0988

Email Address for Authorized Company Representative: rschmitt@petticoatschmitt.com

Federal I.D. Tax Number: 26-1293750 DUNS #: 809973196

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
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Attachments "A","B", "C", "D", "E" 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.: 16-15

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 Ryan M. Schmitt who being duly sworn, deposes and says he is President (Title) of the firm of Petticoat-Schmitt Civil Contractors, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 16-15, for Race Track Road - Julington Creek Plantation to CR 2209, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That 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.

Petticoat-Schmitt Civil Contractors, Inc.

(Bidder)

By:

[Signature]
President
(Title)

Sworn and subscribed to me this 13 day of January, 2016.

Notary Public:

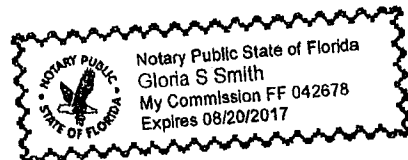
[Signature]

Signature
Gloria Smith

Printed

My commission Expires: 8/20/2017

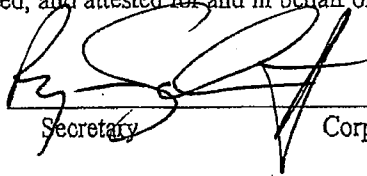
BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.



ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Ryan M. Schmitt, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Ryan M. Schmitt who signed the said bond on behalf of the Principal, was then President 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 it's governing body.


Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

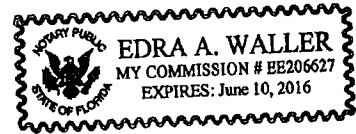
Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Sarah Ann Lambert to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Western Surety Company and that he has been authorized by Western Surety Company to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 13th day of January, 20¹⁶, A.D.



NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:



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

bid No.: 16-15

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: Ryan M. Schmitt

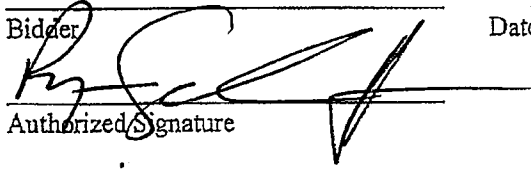
Petticoat-Schmitt Civil Contractors, Inc.

1/13/16

Bidder

Date

Authorized Signature



BID NO.: 16-15

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Petticoat-Schmitt Civil Contractors, Inc. as Principal, and Western Surety Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent Bid Dollars (\$ 5% Bid) 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 January 13, 20 16

For
Race Track Road - Julington Creek Plantation to CR 2209
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 13th day of January A.D., 20 16, 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.: 16-15

WITNESSES:

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

WITNESSES:

Sharon Coulson
Ann Zeman

PRINCIPAL:

Petticoat-Schmitt Civil Contractors, Inc.

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President / Secretary
TITLE

6380 Philips Highway

BUSINESS ADDRESS

Jacksonville FL 32216
CITY STATE

WITNESS:

Debra J. Jaramon
[Signature]

SURETY:

Western Surety Company
CORPORATE SURETY

Debra Ann Jaramon
ATTORNEY-IN-FACT (AFFIX SEAL)

751 Oak Street, Suite 100
BUSINESS ADDRESS

Jacksonville, FL 32204
CITY STATE

GHG Insurance
NAME OF LOCAL INSURANCE AGENCY

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teresita A Love, Sarah Ann Lambert, William R Hardaker, Michael David Sihle, Individually

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of July, 2015.

WESTERN SURETY COMPANY



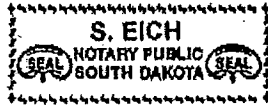
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of July, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of January, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

April 20, 2015

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.
6380 PHILIPS HWY
JACKSONVILLE FL 32216

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

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

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

FDOT APPROVED WORK CLASSES:


DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES

FDOT APPROVED SPECIALITY CLASSES OF WORK:

UNDERGROUND UTILITIES, WATER & SEWER, AND SIDEWALK

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

JM:cj



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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


(850) 487-1395

SCHMITT, RYAN MATTHEW
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC
6380 PHILIPS HWY
JACKSONVILLE FL 32216

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!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC057651 ISSUED: 07/07/2014

CERTIFIED GENERAL CONTRACTOR
SCHMITT, RYAN MATTHEW
PETTICOAT-SCHMITT CIVIL CONTRACTOR

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2016 L1407070001016

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
CGC057651

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



SCHMITT, RYAN MATTHEW
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC
6380 PHILIPS HWY
JACKSONVILLE FL 32216





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

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

(850) 487-1395

RECEIVED
AUG 11 2014

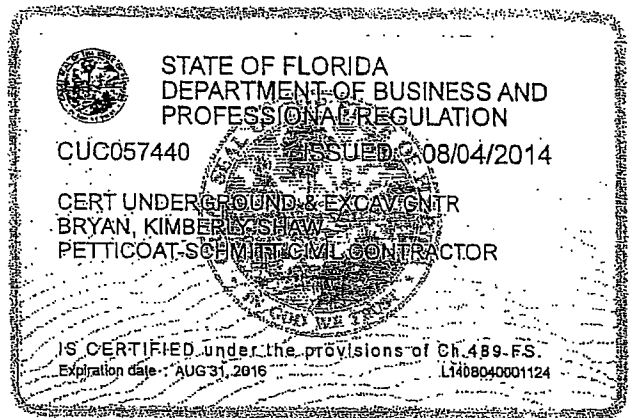
BY:

**BRYAN, KIMBERLY SHAW
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC
6380 PHILIPS HWY
JACKSONVILLE FL 32216**

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
CUC057440

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

**BRYAN, KIMBERLY SHAW
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC
6380 PHILIPS HWY
JACKSONVILLE FL 32216**





Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

April 6, 2015

HINSON, JAMES D., ELECTRICAL CONTRACTING COMPANY, INC.
11609 COLUMBIA PARK DR W
JACKSONVILLE FL 32258-2480

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

Your company's maximum capacity rating has been established based on 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:
CATHODIC PROTECTION, COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL

FDOT APPROVED SPECIALITY CLASSES OF WORK: NONE

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

RECEIVED

APR 08 2015

HINSON ELECTRIC

JM:cj

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER	
EC0001588	



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

HINSON, JAMES DANIEL
JAMES D. HINSON ELECTRICAL CONTRACTING CO INC
11609 COLUMBIA PARK DRIVE WEST
JACKSONVILLE FL 32258



ISSUED: 07/13/2014

DISPLAY AS REQUIRED BY LAW

SEQ# L1407130001761

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084



PHONE: (904) 209-0150
FAX: (904) 209-0151

December 30, 2015

ADDENDUM #4

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-15: Race Track Road – Julington Creek to CR 2209

This Addendum #4 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/ Changes/ Clarifications:

SPECIFICATIONS

ADDENDUM 2 OFFICIAL BID FORM

Delete and replace with Bid Form at the end of Addendum 3.

SECTION 01000 – PROJECT REQUIREMENTS

Delete Addendum 2, Section 0100, Paragraph 1.13 and replace with the following paragraph:

“1.13 CONTAMINATED SOIL AND GROUNDWATER

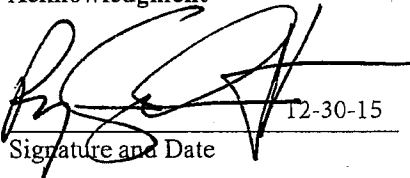
- A. Paragraph 1.13 of this Section is addressing the cattle dipping vat located at the proposed pond site.
- B. Contaminated soils shall be disposed of at a Class I landfill. Proof of disposal shall be submitted to the Owner.
- C. All testing for soil and groundwater contamination shall be coordinated with the COUNTY. The COUNTY will conduct all testing of environmental samples for soil and groundwater contamination.
- D. Additional environmental sampling is required in the vicinity of the cattle dipping vat. Contractor is required to give at least 30 days notice to the COUNTY's testing consultant AerostarSES, LLC (Aerostar) prior to disturbing the land surface within a 50 foot radius of the cattle dipping vat. Following the environmental sampling, Aerostar will provide a report and figure indicating the location of the impacted soil and groundwater plume that will require proper handling, treatment and disposal. Aerostar can be contacted to locate the cattle dipping vat prior to initiating site activities.

- E. The contractor is responsible for submitting the NOI for Stormwater Discharges Associated with Construction Activities; and for complying with the NPDES stormwater discharge permit requirements.
- F. Contractor is responsible for obtaining a FDEP Generic Permit for the Discharge Produced Groundwater from any non-contaminated site activity. If groundwater contamination is confirmed, the COUNTY will modify the NOI for produced groundwater and prepare, submit and obtain the appropriate dewatering permit.
 - 1. CONTRACTOR is responsible to route the dewatering discharge pipe to the COUNTY's portable treatment unit. The COUNTY is responsible for the treatment and disposal of the contaminated groundwater.
- G. Contractor shall establish a station offset for the cattle dipping vat once it can be removed for excavation."

THE BID DUE DATE REMAINS AS: Wednesday, January 13, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,


12-30-15
Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Ryan M. Schmitt, President
Printed Name and Title

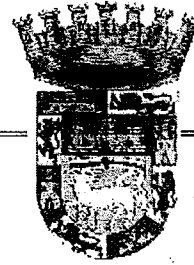
Petticoat-Schmitt Civil Contractors, Inc.
Company Name (Print)

Attachments:

- 1. Official County Bid Form – Revised 12/17/15

END OF ADDENDUM #4

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

December 17, 2015

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-15: Race Track Road – Julington Creek to CR 2209

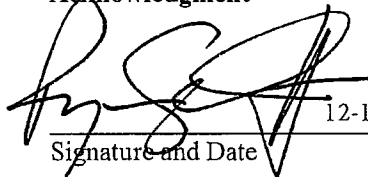
This Addendum #3 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

Addendum #3 is being issued to advise all prospective bidders that the current bid due date of December 23, 2015 is hereby extended to Wednesday, January 13, 2016 at 2:00 p.m.

THE BID DUE DATE IS HERBY CHANGED TO: Wednesday, January 13, 2016 at 2:00 P.M.

Acknowledgment


12-17-15
Signature and Date

Ryan M. Schmitt, President
Printed Name and Title

Petticoat-Schmitt Civil Contractors, Inc.
Company Name (Print)

Sincerely,

Sharon L. Haluska
Contracts Manager
Purchasing Department

END OF ADDENDUM #3

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

December 15, 2015

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-15: Race Track Road – Julington Creek to CR 2209

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/ Changes/ Clarifications:

SPECIFICATIONS

TABLE OF CONTENTS

Under Appendix, add:
"Geotechnical Report
Soil and Groundwater Sample Report"

SECTION 00100 – INSTRUCTION TO BIDDERS

Under Minimum Qualifications, add the following paragraph:
"The prime or subcontractor performing the removal of the contaminated soils shall be OSHA 40 HAZWOPER trained and proof of training is required to be submitted upon request by the Owner."

ADDENDUM 1 OFFICIAL BID FORM

Delete and replace with Bid Form at the end of Addendum 2."

SECTION 01000 – PROJECT REQUIREMENTS

Add Paragraph:

"1.13 CONTAMINATED SOIL

- A. Contaminated soils shall be disposed of at a Class III landfill. Proof of disposal shall be submitted to the Owner.
- B. All testing for soil contamination shall be coordinated with the COUNTY. The COUNTY will conduct all testing of environmental samples for soil contamination.
- C. Additional environmental sampling is required in the vicinity of the cattle dipping vat. Contractor is required to give at least 30 days notice to the COUNTY's testing consultant

AerostarSES, LLC (Aerostar) prior to disturbing the land surface within a 50 foot radius of the cattle dipping vat. Following the environmental sampling, Aerostar will provide a report and figure indicating the location of the impacted soil that will require proper handling and disposal. Aerostar can be contacted to locate the cattle dipping vat prior to initiating site activities.

- D. Contractor shall establish a station offset for the cattle dipping vat once it can be removed for excavation.”

SECTION 01500 – TEMPORARY FACILITIES

Under Paragraph 1.04.A, delete “City of Jacksonville Beach” and replace with “COUNTY.”

SECTION 01568 – TEMPORARY EROSION AND SEDIMENTATION CONTROL

Delete Paragraph 1.01.B.

PLANS

SHEET 18

Delete Note stating: CONTRACTOR TO ASSUME ALL SOIL EXCAVATED... DISPOSAL REQUIREMENTS.”

QUESTIONS FROM BIDDERS AND RESPONSES

This QUESTIONS FROM BIDDERS AND RESPONSES do not form part of the BID document for the Project and Bid number described within this addendum. This section is for informational purposes only.

Q1. Provide a copy of MICROSTATION/GEOPAK – GEN TEXT FILE

R1. This file is being provided for information only. Bidders assume full responsibility for use of the data provided. All hard copy plans provided in the original bid package are to be considered the official documents.

To download and save Gen Text Files, type the link below and sign in using the given username and password:

FTP site:

Browse to: <http://fx.gaiconsultants.com/index.php>

*You log in as: Username: *thurst**

*Password: *gaigai**

Move and hold cursor over Documents on the left side of the screen and click B060648.06

Click on GEN TEXT FILE.zip

Click save as

Save zip file to appropriate folder within your project directory

THE BID DUE DATE REMAINS AS: Wednesday, December 23, 2015 at 2:00 P.M.

Acknowledgment


Signature and Date 12-15-15

Sincerely,

Sharon L. Haluska
Contracts Manager
Purchasing Department

Ryan M. Schmitt, President
Printed Name and Title

Petticoat-Schmitt Civil Contractors, Inc.
Company Name (Print)

Attachments:

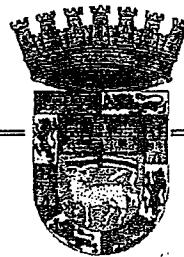
1. Universal Engineering Geotechnical Report 7/17/15
2. AerostarSES Soil and Groundwater Sampling Report 6/11/15
3. Bid Proposal Form Revised 12/11/15

END OF ADDENDUM #2

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084



PHONE: (904) 209-0150
FAX: (904) 209-0151

November 30, 2015

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 16-15: Race Track Road – Julington Creek to CR 2209

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/ Changes/ Clarifications:

1. Delete General Notes Plan Sheet 03 in its entirety and replace with 03gnntrd02_2015_REV01.pdf from FTP site shown below.
2. Delete General Notes Plan Sheet 04 in its entirety and replace with 04gnntrd03_2015_REV01.pdf from FTP site shown below.
3. The St. Johns County Bid Proposal form has been revised to include a Unit Price Allowance and Cubic Yard Unit Price for Contaminated Materials Testing & Disposal. The revised form is being issued with this addendum and is available from the FTP site below. Bidders are to replace the bid form issued in the original bid package with the form issued with this addendum.

Original Plan Sets for Bid No 16-15 Race Track Road – Julington Creek to Cr 2209 are being made available from the following FTP site:

<ftp://ftp.bocc.co.st-johns.fl.us/ftpengineering11/RaceTrack/Addendum/>

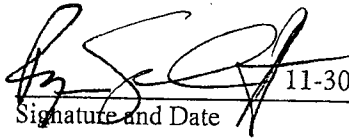
You will find the following four (4) files:

1. 03gnntrd02_2015_REV01.pdf
2. 04gnntrd03_2015_REV01.pdf
3. Bid Form Revised 113015.docx
4. RTR Roadway Plans.pdf (Original Plan Set issued for Bid 16-15) *Note:* Hard copies of these plans are to be considered the official plans and all information contained therein will prevail in the event of a conflict or discrepancy.

THE BID DUE DATE REMAINS AS: Wednesday, December 23, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,


Signature and Date 11-30-15

Sharon L. Haluska
Contracts Manager
Purchasing Department

Ryan M. Schmitt, President
Printed Name and Title

Petticoat-Schmitt Civil Contractors, Inc.
Company Name (Print)

END OF ADDENDUM #1