

RESOLUTION NO. 2017 - 39

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 17-17 TO THE FIRMS REFERENCED HEREIN AND TO EXECUTE AGREEMENTS WITH SAID FIRMS FOR THE COUNTY'S PROFESSIONAL SERVICES LIBRARY.

RECITALS

WHEREAS, the County desires to enter into contracts with Architecture Studio Inc.; Eisman and Russo, Inc.; Ayres Associates Inc.; CPH, Inc.; Gulfstream Design Group; CSI Geo Inc.; Universal Engineering Sciences, Inc.; Morgan and Eklund, Inc.; Cogito LLC; GLE Associates Inc.; Alliant Engineering Inc.; Geomatics Corp; Jones Edmunds and Associates, Inc.; Marquis Latimer & Halback Inc.; Terracon Consultants, Inc.; LD Bradley Land Surveyors; Bhide and Hall Architects, P.A.; Matanzas Geosciences, Inc.; Simes and Rosch, LLC; HBM Architects; Amec Foster Wheeler Environment and Infrastructure, Inc.; Matthews Design Group, Inc.; STV Incorporated; Environmental Services Inc.; Legacy Engineering, Inc.; Yuro and Associates, LLC; POH Group, Inc.; Singhofen & Associates, Inc.; Robert M Agnas Associates, Inc.; Ellis and Associates, Inc.; Environmental Resource Solutions, Inc.; Constantine Engineering, Inc.; Haddad Engineering, Inc.; Castle Bay Design Studio, LLC; Kimley-Horn and Associates, Inc.; Pond and Company Corporation; Stone Engineering Group, Inc.; England Thimes & Miller Inc.; Meskel & Associates Engineering, PLLC; Arcadis US Inc.; Wantman Group, Inc.; Connelly and Wicker, Inc.; DRMP, Inc.; Ebert Norman Brady Architects; Hanson Professional Services, Inc and Bergmann Associates to provide Countywide Continuing Professional Services for St. Johns County in accordance with RFQ No. 17-17; and

WHEREAS, the scope of the services will be to provide Countywide Professional Services on a continuing basis; and;

WHEREAS, through the County's formal RFQ process, Forty-Six (46) firms were selected as qualified respondents 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, and incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contracts 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 RFQ 17-17 to the Forty-Six firms referenced above 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 RFQ 17-17.

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.

7 PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this
day of February, 2017.

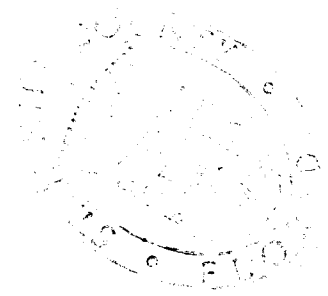
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Ram Halterman Deputy Clerk

RENDITION DATE 2/9/17





**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: Jesse Dunn, The Office of Management and Budget
FROM: Joe Giammanco, Purchasing Manager
SUBJECT: RFQ 17-17 Professional Services Library
DATE: January ~~12~~¹⁸, 2017

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

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 to my attention as soon as possible.

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

Dept. Approval _____
Date _____
Budget Amount N/A
Account Funding Title N/A
Funding Charge Code N/A

Award to: Architecture Studio Inc.; Eisman and Russo, Inc.; Ayres Associates Inc.; CPH, Inc.; Gulfstream Design Group; CSI Geo Inc.; Universal Engineering Sciences, Inc.; Morgan and Eklund, Inc.; Cogito LLC; GLE Associates Inc.; Alliant Engineering Inc.; Geomatics Corp; Jones Edmunds and Associates, Inc.; Marquis Latimer & Halback Inc.; Terracon Consultants, Inc.; LD Bradley Land Surveyors; Bhide and Hall Architects, P.A.; Matanzas Geosciences, Inc.; Simes and Rosch, LLC; HBM Architects; Amec Foster Wheeler Environment and Infrastructure, Inc.; Matthews Design Group, Inc.; STV Incorporated; Environmental Services Inc.; Legacy Engineering, Inc.; Yuro and Associates, LLC; POH Group, Inc.;

Singhofen & Associates, Inc.; Robert M Agnas Associates, Inc.; Ellis and Associates, Inc.; Environmental Resource Solutions, Inc.; Constantine Engineering, Inc.; Haddad Engineering, Inc.; Castle Bay Design Studio, LLC.; Kimley-Horn and Associates, Inc.; Pond and Company Corporation; Stone Engineering Group, Inc.; England Thimes & Miller Inc.; Meskel & Associates Engineering, PLLC; Arcadis US Inc.; Wantman Group, Inc.; Connelly and Wicker, Inc.; DRMP, Inc.; Ebert Norman Brady Architects; Hanson Professional Services, Inc. and Bergmann Associates.

Award Amount N/A

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

January 12, 2017
RFQ 17-17 Professional Services Library
GROUP A

FIRM	RATER Teri Pinson	RATER Doug Tarbox	RATER Rocky Agbunag	RATER Billy Zeits	TOTAL	COMMENTS
Architecture Studio Inc	94	86		97	92	
Eisman and Russo	100	84		90	91	
Ayres Associates Inc	100	87		78	88	
CPH Inc	95	94		87	92	
Gulfstream Design Group	90	87		80	86	
CSI Geo Inc	95	94		90	93	
Universal Engineering	85	83		75	81	
Morgan and Eklund	90	86		80	85	
Cogito	89	92		80	87	

APPROVED: Purchasing Manager

Office of Management and Budget, Director

NOTE:

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 1:30pm January 12, 2017 UNTIL 1:30pm January 17, 2017.

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

EVALUATION SUMMARY SHEET

January 12, 2017
RFQ 17-17 Professional Services Library
GROUP B

ST. JOHNS COUNTY, FLORIDA

FIRM	RATER Jim Overton	RATER Bill Freeman	RATER Tommy Mashburn	RATER Gail Oliver	TOTAL	COMMENTS
GLE Associates Inc.	81	82	82	89	84	
Alliant Engineering Inc.	87	88	95	95	91	
Geomatics Corp	90	89	85	98	91	
Jones Edmunds and Associates, Inc.	97	90	95	100	96	
Marquis Latimer & Halback Inc.	96	89	95	98	95	
Terracon Consultants, Inc.	83	76	85	88	83	
LD Bradley Land Surveyors	82	72	80	90	81	
Bhide and Hall Architects, P.A.	84	75	80	89	82	
Matanzas Geosciences, Inc.	94	76	80	97	87	
Simes and Rosch, LLC	84	79	80	88	83	

APPROVED: Purchasing Manager

Office of Management and Budget, Director

[Signature]
[Signature]

NOTE:
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EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

January 12, 2017
RFQ 17-17 Professional Services Library
GROUP C

FIRM	RATER Nick Perpich	RATER Scott Trigg	RATER Phyllis Thorpe	RATER Sheri Lewis	TOTAL	COMMENTS
HBM Architects	80	79	72	87	80	
Amec Foster Wheeler Environment and Infrastructure, Inc.	84	100	97	100	95	
Matthews Design Group, Inc.	88	95	100	100	96	
STV Incorporated	97	99	99	100	99	
Environmental Services Inc	86	100	95	100	95	
Legacy Engineering, Inc.	83	90	87	85	86	
Yuro and Associates, LLC	62	85	100	77	81	
PQH Group, Inc.	85	98	100	92	94	
Singhofen & Associates, Inc.	80	90	93	99	91	

APPROVED: Purchasing Manager 

Office of Management and Budget, Director 

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POSTING TIME/DATE FROM 1:30pm January 12, 2017 UNTIL 1:30pm January 17, 2017.

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ST. JOHNS COUNTY, FLORIDA

EVALUATION SUMMARY SHEET

January 12, 2017
RFQ 17-17 Professional Services Library
GROUP D

FIRM	RATER Rodney Cooper	RATER Niki Johnson	RATER Teri Shoemaker	RATER Wade Schroeder	TOTAL	COMMENTS
Robert M Agnas Associates, Inc.	95	99	98	95	97	
Ellis and Associates, Inc.	85	89	90	90	89	
Environmental Resource Solutions, Inc.	90	99	98	94	95	
Constantine Engineering, Inc.	88	95	98	94	94	
Haddad Engineering, Inc.	80	98	85	91	89	
Castle Bay Design Studio, LLC.	85	86	88	87	87	
Kimley-Horn and Associates, Inc.	95	99	98	100	98	
Pond and Company Corporation	85	87	88	87	87	
Stone Engineering Group, Inc.	80	90	90	89	87	

APPROVED: Purchasing Manager
Office of Management and Budget, Director

NOTE:
THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 1:30 PM January 12, 2017 UNTIL 1:30 PM January 17, 2017.

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

ST. JOHNS COUNTY, FLORIDA

EVALUATION SUMMARY SHEET

January 18, 2017
 RFQ 17-17 Professional Services Library
 GROUP E

FIRM	RATER Brian Kelsay	RATER Debbie Taylor	RATER Devin Cousins	RATER Tom Tibbits	TOTAL	COMMENTS
England Thimes & Miller Inc	92	100	94	92	95	
Meskel & Associates Engineering, PLLC	85	96	87	83	88	
Arcadis US Inc.	90	89	79	84	86	
Bergmann Associates	83	96	85	91	89	
Wantman Group, Inc.	90	90	84	84	87	
Connelly and Wicker, Inc.	95	100	89	78	91	
DRMP, Inc.	95	100	98	94	97	
Ebert Norman Brady Architects	80	87	78	80	81	
Hanson Professional Services, Inc.	90	97	99	93	95	

APPROVED: Purchasing Manager
 Office of Management and Budget, Director

NOTE:
 THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 3PM January 18, 2017 UNTIL 3PM January 17, 2017.

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

ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFQ No: 17-17 – PROFESSIONAL SERVICES LIBRARY**. Interested and qualified respondents may submit RFQ Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. All RFQ Packages are due by or before 4:00PM (EST) on **Thursday, December 29, 2016**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County Board of Commissioners solicits responses from qualified and experienced firms to provide Professional Services within the disciplines provided herein and to establish a library of consultants for countywide use on a continuing basis.

Any qualified firm desiring to provide the required services in any of the listed areas should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant and may include all sub-consultants.

RFQ Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document **#17-17**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Qualification shall be **submitted in writing** by or before close of business (5:00PM) on **Thursday, December 15, 2016**.

Contact Information: April Johnston, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: Ajohnston@sjcfl.us
Fax: (904)209-0157

Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. All inquiries will be routed to the appropriate staff member for response.

A **Non-Mandatory Pre-Qualification Meeting** shall be held at the St. Johns County Utility Department Building- 1205 State Road 16, St. Augustine FL 32084 on **Thursday, December 8, 2016 at 10:00AM**. All firms interested in submitting a Qualification package are invited to attend this meeting.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ 17-17 - PROFESSIONAL SERVICES LIBRARY**. Each package submitted must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal and one (1) electronic disc OR one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFQ Package which shall include all required documents and any supplemental information.

Deliver or Ship RFQ Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

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 RFQ 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 or Contractor from responding to the subject invitation to bid, request for quote, request for Qualification, invitation to negotiate or request for Qualifications and possible debarment for periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of Qualifications or Request for Qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy

two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice 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 St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK
BY: _____



St. Johns County Board of County Commissioners

Purchasing Division

December 15, 2016

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No. 17-17 Professional Services Library

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine FL 32084.

Questions/Clarifications:

1. In review of the referenced RFQ, I observe an indication that the County is requesting rate information for "subcontractor compensation, and subcontractor billing rate" (Page 8, Section C, 2nd Paragraph). Please confirm the intentions of the County to collect this information inasmuch as this is a solicitation for Professional Engineering Services, regulated by Florida Statutes, and whose selection is based on professional qualifications and not lowest bid.

Answer: The requirement for subcontractor compensation and billing is hereby removed. Each Respondent is required to demonstrate the methods for securing any and all proposed sub-contractors and sub-consultants for the purposes of competition and compliance with federal, state and local regulations pertaining to these services.

Each Respondent must provide a list of sub-contractors and/or sub-consultants, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each proposed sub-contractor and sub-consultant listed and submit as part of the RFQ package.

2. The Evaluation Criteria allots 10 maximum points for Socioeconomic Contractors (MBE/WBE/DBE). Do these contractors need to be certified MBE/WBE/DBEs with the state or another specific agency?
Answer: Yes, The Florida Department of Management Services / Office of Supplier Diversity works with eligible business owners to process and grant this certification.

3. Can you please clarify how many firms may be selected to form a pool of consultants in each discipline area? Part II. G. states that multiple firms will be selected, while Part IV. C. states that only the number one ranked firm will enter into contract negotiations.

Answer: Part IV.C listing only one ranked firm will enter into contract negotiations is hereby removed. Those firms that meet the minimum qualification score will be invited to negotiate a contract for this RFQ.

4. For RFQ No 17-17, Professional Services Library, if a firm is submitting on several areas do you want one submittal inclusive for all the areas or do you want a separate submittal for each area?

Answer: Respondents should submit a single package. If submitting for qualification in more than one discipline, respondents should provide the necessary information to demonstrate qualification for each discipline within the specified sections of the response.

5. If we are submitting a package as a prime on one discipline, can we also submit as sub-consultant under another discipline?

Answer: Qualifications are not based on utilization of sub-contractors/sub-consultants. Respondents must qualify for each discipline for which they are submitting without utilizing sub-contractors/sub-consultants.

It also states to submit a letter of interest, is that submitted with the RFQ package due on December 29th?

Answer: The letter of interest is part of the package due on December 29th, 2016 by 2pm.

6. I noticed under Environmental Services that there were seven bullets, some Wetlands-oriented, the others site environmental in nature. Will the County also have the need for what might be called "indoor" environmental regarding mold and indoor air quality?

Answer: Undetermined at this time.

7. May companies submit a Response to this RFQ both as Prime and as a Sub-consultant?

Answer: No. Please see answer to question No. 5.

8. Will the County have landscape architecture and planning as a service area?

Answer: Landscape Architecture is a service area under this RFQ.

9. Is there a list of anticipated/potential projects for the near term and/or a list of projects for the long term?

Answer: No this is undetermined at this time.

10. What are the anticipated funding levels for these services annually?

Answer: Undetermined at this time.

11. Please provide a list of the current General Engineering Consultants for St. Johns County as selected from the 2014 selection.

Answer: The following firms are under contract for Engineering Services:

Arcadis U.S., Inc. ; Ayres Associates, Inc.; CH2M Hill Engineers, Inc. ; Connelly & Wicker, Inc. ; Constantine Engineering, Inc. ; DRMP, Inc. ; Eisman & Russo Consulting Engineers, Inc.; England-Thims & Miller, Inc. ; GAI Consultants, Inc. ; Jones Edmunds & Associates, Inc. ; Kimley-Horn & Associates, Inc. ; Matthews Design Group; Prosser, Inc. ; RS&H, Inc. and Stone Engineering Group.

12. From a sub-consultant's perspective we'd like to know if the County will require prime consultants to self-perform a certain percentage of work under each service area requested in their qualifications package?

Answer: No.

13. We intend to submit qualifications in environmental and geotechnical services as the Prime Consultant. 1. Can we serve as a DBE Sub-consultant to Prime firms in other service areas? 2. Can we serve as a DBE Sub-consultant to Prime firms in environmental or geotechnical services?

Answer: No.

14. What is the scoring criteria for Section 7 (f): Socioeconomic Contractors? Is it all or nothing (0 or 10)? If not, what criteria will the selection committee use to score this section?

Answer: The Respondent will receive a maximum score of 10 points providing they have demonstrated a current and valid DBE/MBE/WBE Certificate. If the Respondent has an existing relationship with a firm holds the DBE/MBE/WBE Certificate status, a letter of Acknowledgement / agreement between the firms must be submitted along with the copy of the Certificate in order to receive the maximum score. If no DBE/MBE/WBE certificates(s) are submitted under this section, the Respondent will receive zero points.

15. Are there specific certifying agencies required for proposed DBE/SBE, MBE, and WBE firms?

Answer: Please see answer to question No. 2.

16. Do Sub-consultants also need to provide/complete all Section 8 information on page 21 of the RFQ, or just the submitting Prime Consultant?

Answer: The Respondent shall complete the Administrative forms.

17. Can Header/Footer text, such as main headings and page numbers be in the 1-inch top/bottom margins?

Answer: Yes. The intent is for the main body text to be within the 1-inch margins and typical main headings, page numbers, etc. can be in the 1-inch top/bottom margins.

18. RFQ indicates the main body text is specified to be Times New Roman style/12 size font. Can all non-body text such as graphics, charts, figures, tables, and image/photo captions & call-outs be a reasonable and discretionary font style/size determined by the RFQ respondent to accommodate efficient presentation of this information? Intent is to use a standard non-body style/size font text for these items that is fully readable and per that typically practiced.

Answer: Yes.

19. Requesting to consider up to two (2) 11X17 pages folded to 8-1/2x11 be allowed for special presentation situations?

Answer: Yes this is acceptable for portions of the response.

20. Are a cover and divider allowed?

Answer: Yes.

21. Can we submit on one category, i.e., only submit to provide GIS Services?

Answer: Yes.

22. Specifically for the GIS services, will more than one firm be selected?

Answer: It is the intent of the County to award to all firms who score more than 80 points in the evaluation. Please see Part II. Section H of the RFQ document.

23. Can you tell me who is on the selection committee?

Answer: Not final at this time.

24. In light of the short timeframe do you think there will be an extension?

Answer: Due to current circumstances from the impact of Hurricane Matthew, the County is not able to extend the deadline for responses.

25. Is it possible to view/copy previous RFQ packages that have been submitted by firms under contract with the County for these similar services? If yes, what is the process for doing this?
Answer: All proposals relating to current contracts are available for review via public records request.
26. In the RFQ, Page 12, Part V, Item C states to have 1 inch margins. Is the County expecting clear white margins or may page numbers or graphic headers be included in that 1 inch area. (We assume the 1 inch margins are specifically for typed information presented in the package.)
Answer: Please see answer to question No. 17.
27. Can section or sub-section headers be in a font other than Times New Roman style? (We assume that TNR, 12 point font are required for all written text presented for consideration.)
Answer: The response needs to be formatted using the standards provided in the RFQ and any and all issued Addenda.
28. If a firm chooses to only present credentials for a subset of services, will they be considered unresponsive or have points reduced in the evaluation process since not all of the services were included?
Answer: Firms submitting for one discipline are equally as eligible for qualification as firms submitting for multiple disciplines.
29. The due date of December 29th presents a challenge for our team due to limited staff availability because of holiday vacation schedules. We would like to request that the due date be extended until after the holidays if at all possible.
Answer: See answer to question No.24
30. Will there be a conflict with the contracts that were awarded under RFP# 14-05 from November 2013? There appear to be some overlapping services.
Answer: The County does not anticipate a conflict.
31. Are the forms only to be signed by the prime?
Answer: Yes.
32. Do all headings need to be in Times New Roman?
Answer: Please see answer to question No. 27
33. Are copies of previous submittals from years past available to view for reference as we get closer to finalizing our package? It seems like there are a lot of different ways we could structure some areas of the RFQ Package, and if you were able to pass along some from years past that would be very helpful for determining the final structure we will use.
Answer: See answer to Question No. 25.

RFQ Due Date remains December 29, 2016 at 4:00 P.M.

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,

April Johnston
Procurement Coordinator

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

December 22, 2016

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No. 17-17 Professional Services Library

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine FL 32084.

Questions/Clarifications:

1. On page 8 under the discipline Engineering Services, the final bullet point lists Mechanical/Electrical/Plumbing. Are these services better addressed under the Architectural Services discipline?

Answer: Respondents qualified in Mechanical/Electrical and Plumbing Engineering services are eligible to submit.

2. If we are submitting in more than one discipline, how will the County evaluate the proposal responses? For example, Section 4: Related Experience - will this be evaluated once for all 3 disciplines or do we need three separate sets of projects one per discipline. Section 5: Approach and Innovation - will this be evaluated once for all 3 disciplines or do we need three separate approaches? Section 7: Socioeconomic Contractors – would an MBE for Engineering also count for another discipline?

Answer: The evaluation will be conducted based on the respondent's demonstration of qualifications in each discipline included in their response. Each submitted response will be evaluated once. If there is sufficient demonstration of qualification in more than one discipline, the resulting qualification will be in each of those disciplines.

3. We would like to request that the "Affidavit of Solvency" be deleted from the RFQ package. Consultants will not be required to supply goods or equipment, as would be required from a contractor. In addition, consultants are required to carry the required insurance policies and limits. Consultants show their financial capabilities by the successful completion of its past projects. If the County is unwilling to delete this Affidavit, we ask that it clarify the meanings of "denial of the application" and "Certificate of Public Necessity" in Item 4 of the Affidavit.

Answer: The County has revised the Affidavit of Solvency to replace number 4 to state: "I fully understand that failure to make truthful and complete disclosure of any fact or item of information contained herein may result in disqualification or termination for cause by the County of any contract for the services provided pursuant to above referenced RFQ and/or other action(s) authorized by law." See below for form.

4. We are unclear of the difference between “discipline” and “service” as used in the RFQ and in Addendum No. 1. Are the “disciplines” as follows: Architectural Services, Surveying Services, Environmental Services, Geotechnical Services, GIS Services, Appraisal and Appraisal Related Services, Engineering Services? Or are the bullet points listed under each considered the “disciplines”? Please refer to questions numbers 4 and 5 in Addendum No. 1, which seem to conflict.

Answer: *Yes. The disciplines are as follows: Architectural Services, Surveying Services, Environmental Services, Geotechnical Services, GIS Services, Appraisal and Appraisal Related Services, Engineering Services. The bullets under each heading are general services under each discipline.*

5. If we submit for “Engineering Services”, are we required to include sub consultants needed to complete each bulleted item? For example, for the “Roadway Design” bullet, should we include sub consultants for surveying, geotechnical, wetland permitting, etc. (which we would typically need to utilize on a roadway design project).

Answer: *The bullet points are general services typically provided under the discipline. Respondents are not required to fulfill qualification for each service listed under each discipline.*

6. There is no mention of an acknowledgment/agreement letter between respondent firm and sub firms in the RFQ. It seems this is being added as a requirement now. Is that correct?

If yes, is the “letter” to state that the sub firm has a relationship and agrees to provide services on the Respondent’s (Prime firm) team? Please clarify “a letter of Acknowledgement/agreement between the firms must be submitted” as stated in Addendum #1, Question 14 and Answer.

Answer: *Yes. The letter is for the purpose of the sub firm acknowledging relationship with Prime and agreeing to provide services under an awarded contract.*

7. For the required Project Approach in Section 5 of the response, is the County looking for an overall approach to a task-based continuing services contract or specific approaches to specific project types (e.g. roadway design, lighting design, etc.)?

Answer: *In Section 5, Respondents must demonstrate the approach for providing services within the scope of work related to the disciplines for which the respondent is submitting.*

8. What information should be included in the letter of acknowledgement/agreement between the prime and DBE/WBE/WBE firm that is referenced in response #14 in Addendum 1?

Answer: *Please see answer to Question No. 8.*

9. Based on the responses in Addendum# 1, can a firm that is submitting as a prime in a category (i.e. survey) be listed as sub consultant to a firm that is not submitting for that category, but would need a sub consultant survey firm in order to complete certain engineering tasks (i.e. roadway design)?

Answer: *Please see answer to Question No. 7.*

10. Based on the previous addendum answers we would like to confirm that we use a sub consultant to complete a discipline or a scope of work that we are only partially qualified. For instance, we qualify for some of the engineering services and we anticipate teaming with sub consultants to complete the scope of engineering services, is that acceptable?

Answer: *Please see answer to Question No. 7.*

11. Please confirm the DBE/MBE sub consultant must be in a scope of work we are already qualified or partially qualified to perform?

Answer: *Yes.*

12. My firm is submitting qualifications to be a Prime Consultant for Engineering Services. Can my firm qualify as a Prime Consultant for Engineering Services if we have sub consultants on our team to fulfill a

portion of the 22 disciplines listed under Engineering Services for which we do not qualify (e.g. CEI, Lighting, D-B Criteria)?

Answer: *Please see clarification at the end of this Addendum.*

13. My firm is submitting qualifications to be a Prime Consultant for Engineering Services. Can my firm have sub consultants on our team to fulfill a portion of the 22 disciplines listed under Engineering Services for which we do not qualify (e.g. CEI, Lighting, D-B Criteria) if those firms are NOT submitting qualifications for Engineering Services?

Answer: *Please see clarification at the end of this Addendum.*

14. My firm is submitting qualifications to be a Prime Consultant for Engineering Services. Can my firm have a Geotechnical sub consultant on our team to fulfill this support service if this Geotechnical firm is NOT submitting qualifications for Geotechnical Services?

Answer: *Please see clarification at the end of this Addendum.*

15. My firm is submitting qualifications to be a Prime Consultant for Engineering Services. Can my firm have a Geotechnical sub consultant on our team to fulfill this support service if this Geotechnical firm IS submitting qualifications for Geotechnical Services?

Answer: *Please see clarification at the end of this Addendum.*

16. Does my firm have to show qualification for all 22 disciplines (without the use of sub consultants) listed under Engineering Services to qualify as a Prime Consultant for Engineering Services?

Answer: *Please see clarification at the end of this Addendum.*

17. My firm is submitting qualifications to be a Prime Consultant for Engineering Services. If my firm only demonstrates qualifications for 18 of the 22 disciplines listed under Engineering Services, can my firm still qualify as a Prime Consultant for Engineering Services?

Answer: *Please see clarification at the end of this Addendum.*

18. My firm is submitting qualifications to be a Prime Consultant for Engineering Services. My firm plans to use a sub consultant to fulfill one of the 22 disciplines listed under Engineering Services so my firm can demonstrate qualifications for all 22 disciplines as the Prime Consultant. If this sub consultant also submits qualifications to be a Prime Consultant for Engineering Services and does not receive 80 points, will this automatically disqualify my firm?

Answer: *Please see clarification at the end of this Addendum.*

19. My firm is submitting qualifications to be a Prime Consultant for Engineering Services. My firm plans to use a sub consultant to fulfill Geotechnical support services. If this sub consultant submits qualifications to be a Prime Consultant for Geotechnical Services and does not receive 80 points, will this automatically disqualify my firm?

Answer: *Please see clarification at the end of this Addendum.*

20. My firm is submitting qualifications to be a Prime Consultant for Engineering Services. If another firm is submitting qualifications to be a Prime Consultant for Engineering Services can my firm be on their team as a sub consultant for a single discipline (for which they do not qualify) listed under Engineering Services so they can demonstrate qualification for all 22 disciplines?

Answer: *Please see clarification at the end of this Addendum.*

21. Answers to questions #5, #7 and #13 in Addendum #1, appear to severely restrict (if not completely prohibit) the use of sub consultants. If this is the case, how does a firm that is not qualified as a DBE/MBE/WBE firm earn the 10 points for Part F (Socioeconomic Contractor)?

Answer: *Please see clarification at the end of this Addendum.*

22. Response #8 on the addendum states "Landscape Architecture is a service under this RFQ", but there is no mention of the scope of work within the RFQ itself as there is for every other category itemized by professional service area beginning on page 6 of the RFQ. Landscape Architecture as a profession spans a wide range of specific service areas, so having an outline of the County's desired scope of services for LA (as was done with architecture, engineering, surveying, etc...) is critical to our ability to effectively submit a qualification package on this.

Answer: Please see clarification at the end of this Addendum.

Clarifications:

1. The intent of this RFQ is to qualify consultants in each of the disciplines provided in the RFQ documents (i.e. Architectural Services, Surveying Services, Environmental Services, Geotechnical Services, GIS Services, Appraisal and Appraisal Related Services, Engineering Services). This means that interested, fully licensed firms can submit to be qualified in their respective disciplines. However, for firms that have, **on staff**, licensed and fully qualified personnel in additional disciplines, that firm can submit to be considered for qualification in each discipline for which the firm has staff that meets the qualification requirements. The intent of the County is NOT for responding firms to develop teams, agreements or relationships with sub-consultants in order to perform or qualify for all services named under each discipline or to qualify for multiple disciplines as stated in the RFQ. These services are named as a general list of typical, potential services that may be tasked under an awarded contract.

For example: In the event that a responding firm is submitting for consideration for qualification for Engineering Services only, the responding firm should submit documentation to demonstrate qualifications as an Engineering firm. The responding firm should only submit documentation demonstrating qualifications in another discipline, such as Geotechnical Services, if those qualifications are present and on staff with the responding firm. The County is not requesting for respondents to submit project teams to account for all services or disciplines. If, at the time of award of work (i.e. issuance of a task order) there is a need for other services, or the use of sub-consultants, the Consultant will provide those at that time of the task order assignment, upon request.

Additional Information

To view Proposals submitted under RFQ 14-05 Engineering Services and/or RFQ 14-07 Geotechnical Services, please access the RFQ 17-17 Supplemental Documents Folder on the FTP site located at:

<ftp://ftp.bocc.co.st-johns.fl.us/ftppurch22/>

RFQ Due Date remains December 29, 2016 at 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO: 2

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 17-17
PROFESSIONAL SERVICES LIBRARY**

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand that failure to make truthful and complete disclosure of any fact or item of information contained herein may result in disqualification or termination for cause by the County of any contract for the services provided pursuant to above referenced RFQ and/or other action(s) authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ___day of _____, 20___.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 20___, by _____
_____ who personally appeared before me at the time of notarization, and who is personally
known to me or who has produced
_____ as identification.

Notary Public

My commission expires:



St. Johns County Board of County Commissioners

Purchasing Division

December 29, 2016

ADDENDUM #3

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No. 17-17 Professional Services Library

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the RFQ documents. Each respondent will ascertain that he/she has received all Addenda.

Please return a copy of this signed Addendum via email to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator at Ajohnston@sjcfl.us

Clarification:

- 1. Part II, Section H is hereby changed to: ... "It is the intent of the County to recommend award to all respondents receiving a minimum average score of 80 points in the evaluation based on the criteria provided herein."

Example of Qualified firm with a minimum average score of 80 points:

Evaluator #1 score: 75
Evaluator #2 score: 95
Evaluator #3 score: 80
Total score: 250 / 3 = 83

Example of Non-Qualified firm without a minimum average score of 80 points:

Evaluator #1 score: 70
Evaluator #2 score: 65
Evaluator #3 score: 80
Total score: 215 / 3 = 71

- 2. The due date has been changed to January 5, 2017 by 4pm. Firms have the option to retrieve submitted packages and resubmit by or before January 5, 2017 at 4PM as necessary.

RFQ Due Date: January 5, 2017 at 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 3



CONTRACT AGREEMENT
Master Contract #: _____

This Contract Agreement ("Agreement") is made as of this _____ day of _____, 2016, by and between **St. Johns County, FL**, ("County"), with principle offices located at 500 San Sebastian View, St. Augustine, FL 32084, and _____, ("Consultant"), authorized to do business in the State of Florida, with offices located at _____; Phone: _____; Fax: _____; and Email: _____

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION and EXTENSION

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

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all _____ Documents and any addenda/exhibits thereto; the Scope of Work; this Agreement, any duly executed amendments, addenda, change orders and/or exhibits hereto; and any and all required insurance.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform _____, as described in the Scope of Work, as proposed by the Consultant, and approved by the St. Johns County Office of Management and Budget in accordance with _____ and as otherwise provided in the Contract Documents.

Services provided by the Consultant shall be under the general direction of St. Johns County Office of Management and Budget or authorized County designee, who shall act as the County's representative during the performance of services under this Agreement.

ARTICLE 4 – SCHEDULE

The Consultant shall perform the required Services according to the schedule approved by the County. No changes to an approved schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Consultant monthly, based upon the annual all-inclusive maximum price as provided herein as Exhibit A-1. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the annual amounts provided on Exhibit A-1 without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall bill the County for Services satisfactorily performed, and materials satisfactorily delivered on a monthly basis.

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

ARTICLE 6 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

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

ARTICLE 8 – PERSONNEL

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

ARTICLE 9 – SUBCONTRACTING

The County reserves the right to 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 Consultant 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 Consultant 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 10 – FEDERAL AND STATE TAX

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

The Consultant 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 Consultant performance under this Agreement.

ARTICLE 11 – AVAILABILITY OF FUNDS

The County’s obligations under this 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 Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 12 - INSURANCE

The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant 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 Consultant of its liability and obligations under this Agreement.

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

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant 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 Consultant or by anyone directly employed by or contracting with the Consultant.

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

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with

minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant 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 Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Agreement, 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 13 - INDEMNIFICATION

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

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this 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 Consultant.

ARTICLE 15 - REMEDIES

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

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

ARTICLE 16 - CONFLICT OF INTEREST

The Consultant 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 Consultant further represents that no person having any interest shall be employed for said performance.

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

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant 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 Consultant under the terms of this Agreement.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third party beneficiary

status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant'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 Consultant's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without the fault or negligence of either of them, the Consultant shall not be deemed to be in default.

Upon the Consultant's request, the County shall consider the facts and extent of any delay in performing the work and, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this 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 Consultant 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 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant 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 Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant 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 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 Consultant 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 Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

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

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Consultant 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 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this 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 Consultant, any fee,

commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - ACCESS AND AUDITS

The Consultant 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 Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 24 - NONDISCRIMINATION

The Consultant 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 Consultant agree that this 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 Consultant.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this 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 Consultant hereby represents and warrants that it has and shall continue to maintain all licenses 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant 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 Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant 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 Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

ARTICLE 31 - ARBITRATION

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

ARTICLE 32 - NOTICES

All notices required in this 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: _____
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Consultant 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 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 Consultant’s performance under this Contract constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida’s public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

- C. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 35 – REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

ARTICLE 36 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant 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 Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this 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.

ARTICLE 38 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES

The Consultant's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached as Exhibit B hereto, the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County, and Consultant have executed this Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Printed Name of County Representative

Signature County Representative

Title of County Representative

Date of Execution

LEGALLY SUFFICIENT:

Sr. Assistant County Attorney

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date

CONSULTANT:

Company Name

Signature of Consultant Representative

Printed Name & Title

Date of Execution

14

AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Deadline for Submission - Wednesday 9 a.m. - Thirteen Days Prior to BCC Meeting

2/7/2017

BCC MEETING DATE

TO: Michael D. Wanchick, County Administrator

DATE: January 9, 2017

FROM: Joseph Giammanco, Purchasing Manager

PHONE: 904 209-0152

SUBJECT OR TITLE: Award Bid 17-16 Hazardous Tree Removal Services

AGENDA TYPE: Consent Agenda, Bid Award, Contract, Resolution

BACKGROUND INFORMATION:

The scope of this Project will include all supervision, labor, tools, equipment, fuel, maintenance of traffic, disposal and other associated services necessary to provide hazardous tree removal and disposal services on County maintained property and right of ways(ROW). Disposal will include locating utilities, removing eligible leaners, hangers, grinding stumps and disposal of all debris. Eligible hazardous trees and limbs will be identified by the County or its authorized representative. The Contractor shall work within the Federal Emergency Management Agency's Public Assistance Program Policy Guide (PAPPG) (January, 2016) and adhere to all eligibility guidelines. If there is any scope of work items in this contract that conflict with the PAPPG, such items shall be brought to the attention of the County and resolved in advance of the work being performed. It shall solely be the Contractors responsibility to ensure that only eligible work is performed. This bid was advertised on November 23, 2016, in accordance with St. Johns County Purchasing Policies and Procedures and three (3) bids were received on December 28, 2016 ranging from \$3,490.00 to \$72,769.12 to complete the work. All bids were reviewed by the SJC Public Works Department and the Purchasing Department. TFR Enterprises, Inc. was deemed to be the lowest responsive, responsible bidder. Accordingly, staff recommends that a contract be award to TFR Enterprises, Inc. At this point, OMB is estimating a total cost of \$67,500. With an up-to 75% funding from FEMA, and up to 12.5% from the State, the County's up-to amount of 12.5% totals \$8,437.50. At this point, disaster recovery appropriations are recommended to derive from fund reserves.

1. IS FUNDING REQUIRED? Yes

2. IF YES, INDICATE IF BUDGETED. Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Where to appropriate: 0110-53120-3001-53120 Funding source: General Fund Reserves 0083-59920

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2017- __, authorizing the County Administrator, or designee, to award Bid No .17-16 Hazardous Tree Removal Services to TFR Enterprises, Inc., and to execute a contract in substantially the same form and format as the attached hereto for providing countywide Hazardous Tree Removal Services.

For Administration Use Only:

Legal: RDR 1/18/2017

OMB: JDD 1/27/2017

Admin: KS 1/30/2017

RESOLUTION NO. 2017 - __

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 17-16 AND TO EXECUTE AGREEMENTS FOR HAZARDOUS TREE REMOVAL SERVICES

RECITALS

WHEREAS, the County desires to enter into contract with TFR Enterprises Inc. to provide services for Hazardous Tree Removal Services; and

WHEREAS, the scope of the Project will generally include all supervision, labor, tools, equipment, fuel, maintenance of traffic, disposal and other associated services necessary to provide hazardous tree removal and disposal services on County maintained property and right of way (ROW). Removals will include locating utilities, removing eligible leaners, hangers, grinding stumps and disposal of all debris. Eligible hazardous trees and limbs will be identified by the County or its authorized representative.

The Contractor shall work within the Federal Emergency Management Agency's Public Assistance Program Policy Guide (PAPPG) (January, 2016) and adhere to all eligibility guidelines. If there is any scope of work items in this contract that conflict with the PAPPG, such items shall be brought to the attention of the County and resolved in advance of the work being performed. It shall solely be the Contractor's responsibility to ensure that only eligible work is performed.
; and

WHEREAS, through the County's formal Bid process, TFR Enterprises 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 17-16 to TFR Enterprises 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 17-16.

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 __ day of _____, 2017.

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

By: _____
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk
By: _____ Deputy Clerk



**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: Greg Caldwell – St Johns County Public Works Department
FROM: April Johnston, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 17-16, **Hazardous Tree Removal Services**
DATE: December 28, 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 *Greg Caldwell*

Date 1/6/17

Budget Amount 100,000

Account Funding Title _____

Funding Charge Code 0110-53120-3001-53120

Award to TFR ENTERPRISES INC.

Award Amount _____

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE Hazardous Tree Removal Services

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

OPENED BY

APRIL JOHNSTON

DECISION WITH RESPECT TO THE AWARD OF ANY BID,

TABULATED BY

LEILA HARTLAND

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

VERIFIED BY

BID NUMBER 17-16

ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT

OPENING DATE/TIME December 28, 2016 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

POSTING DATE/TIME 12/28/16 3:00 PM

UNTIL 01/02/17

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

PAGE(S) 1 of 1

BIDDERS	TOTAL UNIT RATE BID PRICE	BID BOND	ADDENDUM # 1	ADDENDUM #2			
THE DAVEY TREE EXPERT COMPANY	\$72,769.12	YES	NO	NO			
CUSTOM TREE CARE INC	\$17,795.00	YES	YES	YES			
TFR ENTERPRISES INC	\$3,490.00	YES	YES	YES			

BID AWARD DATE - _____

BID NO: 17-16**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, December 21, 2016 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 17-16; Hazardous Tree Removal Services**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The Contractor shall provide all supervision, labor, tools, equipment, fuel, maintenance of traffic, disposal and other associated services necessary to provide hazardous tree removal and disposal services on County maintained property and right of way (ROW). Removals will include locating utilities, removing eligible leaners, hangers, grinding stumps and disposal of all debris. Eligible hazardous trees and limbs will be identified by the County or its authorized representative.

The Contractor shall work within the Federal Emergency Management Agency's Public Assistance Program Policy Guide (PAPPG) (January, 2016) and adhere to all eligibility guidelines. If there is any scope of work items in this contract that conflict with the PAPPG, such items shall be brought to the attention of the County and resolved in advance of the work being performed. It shall solely be the Contractor's responsibility to ensure that only eligible work is performed.

Minimum Qualifications

Prime bidder must be fully licensed to do business in the State of Florida and hold any, and all, certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance at the time the bid is due. Bidders must have successfully performed at least three (3) hazardous tree removal operations for a large County (population greater than 100,000) as the Prime Bidder over the last ten (10) years.

Bid Documents, Project Specifications may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 17-16. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from St. Johns County Purchasing, via email to ajohnston@sjcfl.us or fax to (904) 209-0157.

Any and all questions related to this project shall be directed, *in writing*, to April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to ajohnston@sjcfl.us or fax to (904) 209-0157. Questions are due no later than 4:00PM on Wednesday, December 7, 2016, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

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, notice 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.

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.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

December 16, 2016

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-16 Hazardous Tree Removal Services

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.

Bidders must return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department; 500 San Sebastian View; St. Augustine, FL 32084.

Additions/Revisions/Clarifications:

The bid due date has been *changed* to Wednesday, December 28, 2016 at 2:00PM. The final addendum will now be issued no later than Wednesday, December 21, 2016.

Bid Due Date: Wednesday, December 28, 2016 2:00pm

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

December 21, 2016

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 17-16 Hazardous Tree Removal Services

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.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Karen Fullerton, Procurement Supervisor; 500 San Sebastian View; St. Augustine, FL 32084.

Questions/Clarifications:

1. Is the properly executed Contractor's Qualifications Statement of A1A Document A305 on page 10 to be submitted with the proposal or upon award?

Answer: *A properly executed Contractor's Qualifications Statement of A1A Document A305 only needs to be submitted upon the County's request.*

2. P. 16 says that total unit rate price has to be in both numerals and words.
 - a. Do the prices on Attachment A need to be in both numerals and words as well?

Answer: *No, the unit prices in Attachment A only need to be provided in numerals.*

3. P. 19 states "We, the undersigned" but there is no signature line. Does the signature line on page 20 count or should sign p. 19 as well?

Answer: *Yes, the signature line on page 20 includes the information on page 19.*

4. P. 22 Attachment C has in parenthesis at the bottom of the page "Attach power of attorney to original bid bond and financial statement of Surety Company". I do not see where the Bid asked for a Financial Statement. Is this asking for a letter of bonding capacity from the surety company or for our company's financial statements?

Answer: *If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney, the County is not requesting copies of Bidders financial statements. Please see page 8 and 9 of the Bid Documents for further instructions regarding Bid Security.*

5. Can you please clarify the workload that is expected or a dollar volume that the county has allocated to this bid? For instance, is the county looking for a full time crew or crews to work year round?
Answer: *County staff has identified a total quantity of 200 trees; however, a formal analysis has not been completed. This quantity is an estimate and is subject to increase or decrease at the County's discretion. The intent of the contract is to address debris from Hurricane Matthew and will conclude after this is accomplished.*
6. Is there a determined amount of work that needs to be done as soon as the bid is awarded and then the contractor would just be used on a on call basis?
Answer: *Please see answer to question No. 5.*
7. By getting a better understanding of the workload will give us the ability to give a better price to the county. Are we looking at a 100 trees or a 1,000 trees?
Answer: *Please see answer to question No. 5.*
8. I wanted to confirm that it is the contractor's responsibility for all MOT on the roadways and that this price needs to be included in the price per tree? There is not a separate line item for this cost that I see.
Answer: *The contractor is responsible for all MOT and the cost shall be included within the submitted rates on Attachment "A"-Unit Rate Price Schedule.*
9. Please confirm the Total Unit Price found on Attachment A is the sum of all unit rates found on same attachment including all \$/tree and \$/hour rates.
Answer: *Correct.*
10. Will the County consider changing the disposal fees to a pass-through expense whereby the Contractor will pay for tipping fees and invoice the County for direct costs with no markup?
Answer: *No, disposal fees will be the contractor's responsibility.*
11. Does the County have an estimate for how many Hazardous Trees, Hazardous Hanging Limbs and Hazardous Stumps have been affected in the County?
Answer: *Please see answer to question No. 5.*
12. Does the "Total Unit Rate Price ..." represent a Firm Fixed Price for all work under this contract?
Answer: *The "Total Unit Rate Price" is the sum of all the unit rate prices provided on Attachment A and is used for the purpose of determining award. Payment will be made based on the approved unit prices submitted.*
13. How is "Total Unit Rate Price ..." derived? Please give a formula for this.
Answer: *The "Total Unit Rate Price" is the sum of all the unit rate prices provided on Attachment A.*
14. If the County awards portions of this contract to more than one contractor how would this work with the pricing being a total price for all work and associated services?
Answer: *The County does not intend to award this contract to more than one contractor. Please see answer to Question No. 12.*
15. What location(s) will be designated for destination of material?
Answer: *The County will not designate a location for the materials. Please see numbers 5, 6 and 7 on page 33 for additional information.*
16. Will this be a direct Haul from the point of cut to final location?
Answer: *The County will not provide any Debris Management Sites. If the contractor elects to utilize Debris Management Sites, it will be the contractor's sole cost and responsibility. The contractor is responsible for electing method of direct haul or debris sites. Please see numbers 5, 6 and 7 on page 33 for additional information.*

17. Will there be Debris Management Sites for reduction of material?

Answer: Please see answer to question No. 16.

18. How many Debris Management Sites will be available and how will they be chosen?

Answer: Please see answer to question No. 16.

19. Will there be reduction by grinding?

Answer: *The County will not provide any sites for grinding. If the contractor elects to utilize a separate site for grinding it will be the contractor's sole cost and responsibility. Please refer to page 32 of Bid Document.*

20. Where will grinding take place?

Answer: *The County will not provide any sites for grinding. If the contractor elects to utilize a separate site for grinding it will be the contractor's sole cost and responsibility. Please refer to page 32 of Bid Document.*

21. There is 1 inch missing between each tree size, what will happen when a tree is cut that falls in this area, ex. 1" to 6" then 7" to 9" what if the tree measures 6-1/2"?

Answer: *A tree must be greater than the lower measurement to be considered within each bracket, e.g. a 6-1/2" tree will be considered to be 6", a 9-1/2" tree will be considered a 9" tree, etc.*

22. Where will 12 feet clearance elevation be measured? From the top of the break in the branch or other? Please explain

Answer: *The 12 feet clearance elevation will be measured directly under the locations of the cut, from the ground to the lower side of limb.*

23. Who will be measuring the 12 feet elevation clearance?

Answer: *The County will determine if each limb removal will be considered below or above 12' clearance elevation.*

24. What equipment will they use to measure the 12 feet elevation clearance?

Answer: *Various equipment may be used to determine the height of the cuts to determine the correct pay item.*

25. When will this measurement take place?

Answer: *The measurement will take place prior to cutting.*

26. Will private roads be included in the SOW?

Answer: *No, private roads will not be included.*

27. Will gated communities be included in the SOW?

Answer: *No, gated communities will not be included.*

28. What are the specifications for grinding of stumps?

Answer: *Stumps shall be ground to a depth 8" below surrounding ground elevation. All debris from grinding operations shall be removed according to the terms of the contract.*

29. Stump void backfill specifications?

Answer: *Backfill shall be clean natural or virgin soil free of debris and contaminants and suitable for plant growth. It shall have a minimum of 2.5% and a maximum of 10% organic matter content and have a pH value of 4.5 or greater and less than or equal to 8.5. All material is subject to County approval.*

30. What will the tipping fees be? Will they be locked in for the entirety of this project?

Answer: *The County does not have this information. Please see numbers 5, 6 and 7 on page 33 of Bid Documents.*

31. Will the County require the contractor to remove eligible stumps that have been previously cut by others where the stump is the only remaining portion of the once hazardous tree?
Answer: *No.*
32. Will a Florida General Contractor License be required for this project?
Answer: *No, a Florida General Contractor's License is not required.*
33. The "Qualifications of Contractors" requires that each bidder must be fully licensed to do business in the State of Florida including holding all licenses required by the County. Does St Johns County require a local business license?
Answer: *Yes.*
Can this license be obtained if we are the winning bid?
Answer: *Yes.*
34. Contract Duration and Renewal states that the contract term is one year? Does the contract terminate when debris cleanup from Hurricane Matthew is completed? Or is it possible to carry over to another storm or incorporate into a pre-disaster contract.
Answer: *The intent of the contract is to address debris from Hurricane Matthew and will conclude after this is accomplished.*
35. In the event we complete this work in 60 days, will this contract remain in force for the remainder of the term?
Answer: *The intent of the contract is to address debris from Hurricane Matthew and will conclude after this is accomplished.*
36. Is the requirement for Errors and Omissions insurance applicable to this contract?
Answer: *No, Errors and Omissions insurance is not applicable to this contract.*
37. Please confirm that the "total Unit Price" is the sum of the 35 bid items to include the hourly price per climber?
Answer: *The "Total Unit Rate Price" represents the sum of all the unit rate prices provided on Attachment A.*
38. The bid tab sheet requires a bid for 1" to 6" trees but the specifications state that the contractor will not be compensated for cutting trees less than 6". Please address this conflict.
Answer: *The following language is stricken from the Bid document: Pg 31. Removal of Eligible Hazardous Trees Section : "The County will not compensate the contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis." Please submit a unit price on the Bid sheet for 1" to 6".*
39. Will the County add a line item for vegetative debris removal per the scope of work?
Answer: *No, the Vegetative Debris Removal section provides the specifications for removal of the debris generated by the work on this contract. All cost associated with debris removal should be included for all unit price items submitted on the unit rat price schedule.*
40. What is the difference between "Removal of Eligible Hazardous Trees No Stump grinding" and "Removal of Eligible Hazardous Trees No Stump Extraction"?
Answer: *There is no difference.*
41. The specifications state that eligible hazardous trees will be identified by the County or its representative. Will all eligible trees and limbs be cut? Will the County be using a third party monitor? If yes, who?
Answer: *All trees and limbs determined by the County or its representative will be cut. Use of third party monitor will be determined upon award of the contract.*

42. The specifications state that "reduction methods are at the discretion of the County." Please advise which methods will be acceptable as it will affect pricing.

Answer: *The County will allow chipping of material directly into trucks specifically designed for such activity if site conditions allow. The County will consider other reduction methods if offered by the contractor.*

43. The Specifications address vegetative debris removal. Please confirm that the only debris to be removed will be generated by cutting of trees by the awarded contractor.

Answer: *The only debris to be removed will be debris generated by work on this contract.*

44. The specifications address damage to existing utilities and state that they are responsible for all costs associated with repairs. How will it be determined that the damage was not preexisting prior to the tree removal?

Answer: *Per the specifications of the contract, this will be determined by the affected utility company. The contractor should take all necessary action to address pre-existing damage prior to starting work at each site.*

45. Will the County raise the bid bond requirements to 5% of the total bid or \$50,000 whichever is greater to ensure that the contractor awarded this project is capable of performance?

Answer: *Please see Bid Bond requirements on page 8 of the Bid document.*

46. Is the County going to require a payment and performance bond per FEMA guidelines?

Answer: *Yes, there will be a requirement for a payment and performance bond that will be obtained upon execution of the contract.*

47. Are there any engineer estimates with regard to the number of hazardous leaner and hanger trees and limbs which will need to be removed?

Answer: *County staff has identified an estimated quantity of 200 trees; however, a formal analysis has not been completed. This quantity is an estimate and is subject to increase or decrease at the County's discretion. The intent of the contract is to address debris from Hurricane Matthew and will conclude after this is accomplished.*

Bid Due Date remains December 28, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2

BID NO: 17-16

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Hazardous Tree Removal Services

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

DATE SUBMITTED: 12/28/14

BID PROPOSAL OF

<u>TFR Enterprises, Inc</u>		
Full Legal Company Name	(512) 505-0710	
<u>201 Leander Dr. Leander, TX 78641</u>		(512) 528-1942
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 17-16; Hazardous Tree Removal Services 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 bids quoted in this Bid Proposal summarized as follows:

UNIT RATE PRICE SCHEDULE:

FOR: Bid No: 17-16; Hazardous Tree Removal Services

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the total price submitted below. The submitted unit prices shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

3,490.00
Total Unit Rate Price Written in Numerals

Three thousand four hundred ninety dollars / 100
Total Unit Rate Price Written in Words

Each Bidder shall insert the Total Unit Rate Price in both numerals and words. If there is a discrepancy, the amount written in words shall prevail as the correct bid amount. Bidders shall use the unit rate prices submitted on Attachment "A" - Unit Rate Price Schedule, on subsequent pages to calculate the Total Unit Rate Price.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

In the event of a discrepancy, the County shall calculate the Total Unit Rate Price using the submitted unit rate prices on Attachment "A" below, to determine the lowest, responsive, responsible bidder.

Bid No: 17-16

ATTACHMENT "A"
UNIT RATE PRICE SCHEDULE

Each Bidder shall submit the unit prices for each line item as provided below. These unit rate prices shall dictate the bid price submitted on the Official County Bid Form on p. 16 above. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services. The unit rate price must include all supervision, labor, tools, equipment, fuel, maintenance of traffic, mobilization, location of utilities, demobilization, and disposal, and all other associated costs necessary to provide hazardous tree removal, transport, and disposal services on County maintained property and right of way (ROW).

Removal of Eligible Hazardous Trees No Stump grinding:

1" to 6" in diameter.....	\$ <u>70.00</u>	Per Tree
7" to 9" in diameter.....	\$ <u>70.00</u>	Per Tree
10" to 15" in diameter.....	\$ <u>70.00</u>	Per Tree
16" to 20" in diameter.....	\$ <u>90.00</u>	Per Tree
21" to 40" in diameter.....	\$ <u>90.00</u>	Per Tree
41" to 60" in diameter.....	\$ <u>115.00</u>	Per Tree
61" to 80" in diameter.....	\$ <u>115.00</u>	Per Tree
81" to 100" in diameter.....	\$ <u>115.00</u>	Per Tree

Removal of Eligible Hazardous Trees Including Stump grinding:

1" to 6" in diameter.....	\$ <u>80.00</u>	Per Tree
7" to 9" in diameter.....	\$ <u>80.00</u>	Per Tree
10" to 15" in diameter.....	\$ <u>80.00</u>	Per Tree
16" to 20" in diameter.....	\$ <u>110.00</u>	Per Tree
21" to 40" in diameter.....	\$ <u>110.00</u>	Per Tree
41" to 60" in diameter.....	\$ <u>130.00</u>	Per Tree
61" to 80" in diameter.....	\$ <u>130.00</u>	Per Tree
81" to 100" in diameter.....	\$ <u>130.00</u>	Per Tree

Removal of Eligible Hazardous Trees No Stump Extraction:

1" to 6" in diameter.....	\$ <u>70.00</u>	Per Tree
7" to 9" in diameter.....	\$ <u>70.00</u>	Per Tree
10" to 15" in diameter.....	\$ <u>70.00</u>	Per Tree
16" to 20" in diameter.....	\$ <u>90.00</u>	Per Tree
21" to 40" in diameter.....	\$ <u>90.00</u>	Per Tree
41" to 60" in diameter.....	\$ <u>110.00</u>	Per Tree
61" to 80" in diameter.....	\$ <u>110.00</u>	Per Tree
81" to 100" in diameter.....	\$ <u>110.00</u>	Per Tree

Bid No: 17-16

ATTACHMENT "A"
UNIT RATE PRICE SCHEDULE (cont.)

Removal of Eligible Hazardous Trees Including Stump Extraction:

1" to 6" in diameter.....	\$ <u>80.00</u>	Per Tree
7" to 9" in diameter.....	\$ <u>80.00</u>	Per Tree
10" to 15" in diameter.....	\$ <u>80.00</u>	Per Tree
16" to 20" in diameter.....	\$ <u>110.00</u>	Per Tree
21" to 40" in diameter.....	\$ <u>110.00</u>	Per Tree
41" to 60" in diameter.....	\$ <u>135.00</u>	Per Tree
61" to 80" in diameter.....	\$ <u>135.00</u>	Per Tree
81" to 100" in diameter.....	\$ <u>135.00</u>	Per Tree

Removal of Eligible Hazardous Limbs:

Limb Removal greater than 2" in diameter to 12 Feet Clearance Elevation	\$ <u>115.00</u>	Per Tree
Limb Removal greater than 2" in diameter to above 12 Feet Clearance Elevation	\$ <u>115.00</u>	Per Tree
Removal of trees with no access for equipment, requiring a "Climber"	\$ <u>90.00</u>	Per Hour

Total Unit Rate Price

\$ 3,490.00

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

No.: 1 Date Received: 12/16/14
No.: 2 Date Received: 12/21/14
No.: _____ Date Received: _____

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

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, 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 the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) 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 County.

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%) of fifty thousand dollars (\$ 50,000.00), or two thousand five hundred dollars (\$ 2,500.00), payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County 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 County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: TFR Enterprises, Inc (Seal)

By: [Signature] Tipton F. Rowland, CEO
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] Julie Rowland, CFO
Signature of Authorized Representative (Name & Title typed or printed)

Address: 4001 Leander Dr. Leander, TX 78641

Telephone No.: (512) 260-3322 Fax No.: (512) 528-1942
(512) 505-0710

Email Address for Authorized Company Representative: tiffany.w@tfrinc.com

Federal I.D. Tax Number: 721149802 DUNS #: 081346561
(if applicable)

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – Unit Rate Price
 - Attachment "B" – St Johns County Board of County Commissioners Affidavit
 - Attachment "C" – Certificate as to Corporate Principal
 - Attachment "D" – License / Certification List
 - Attachment "E" – List of Proposed Sub-Contractors/Equipment Vendor
 - Attachment "F" – Conflict of Interest Disclosure Form
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Experience of Bidder Form
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Bid No: 17-16

ATTACHMENT "B"

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.

Texas Williamson
STATE OF ~~FLORIDA~~, COUNTY OF ~~ST. JOHNS~~

Before me, the Undersigned authority, personally appeared Tipton F. Rowland who being duly sworn, deposes and says he is CEO/President (Title) of the firm of TFR Enterprises, Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 17-16, Hazardous Tree Removal Services, in St. Johns County, Florida.

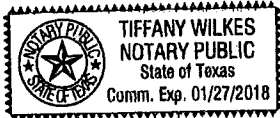
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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.

TFR Enterprises, Inc
(Bidder)

By: [Signature]
CEO
(Title)

Sworn and subscribed to me this 20th day
of December 20 16.

Notary Public:
Tiffany Wilkes
Signature
Tiffany Wilkes
Printed



My commission Expires: January 27, 2018

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

Bid No: 17-16

ATTACHMENT "D"
LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
please see			
attached list.			



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 omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

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

ARTICLE 19 - ARREARS

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

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - ACCESS AND AUDITS

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

ARTICLE 24 - NONDISCRIMINATION

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

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 26 - ENFORCEMENT COSTS

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

ARTICLE 27 - AUTHORITY TO PRACTICE

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

ARTICLE 28 - SEVERABILITY

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

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 30 - FLORIDA LAW & VENUE

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

ARTICLE 31 - ARBITRATION

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract

Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

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

St. Johns County Purchasing Department
Attn: Jaime Locklear, CPPB, Contract Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

ARTICLE 33 - HEADINGS

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

ARTICLE 34 – PUBLIC RECORDS

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

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 36 – USE OF COUNTY LOGO

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

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Contract Agreement on the date and year below noted.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Dawn Cardenas, Purchasing Manager

Company Name

Date

Name (Type or Print)

LEGALLY SUFFICIENT:

Assistant County Attorney

Signature

Date of Execution

Title

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.

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AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Deadline for Submission - Wednesday 9 a.m. - Thirteen Days Prior to BCC Meeting

2/7/2017

BCC MEETING DATE

TO: Michael D. Wanchick, County Administrator

DATE: January 25, 2017

FROM: Joseph Giammanco, Purchasing Manager

PHONE: 904 209-0152

SUBJECT OR TITLE: Award of Misc 17-62 Widening of Race Track Road from St. Johns Parkway to Durbin Creek Bridge to Petticoat Schmitt

AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

St. Johns County currently has two (2) road construction projects underway on Race Track Road. The section in between those projects, from St. Johns Parkway to the Durbin Creek Bridge is the next portion of work to be completed. Because two contractors are currently on-site, and initiating a contract with a third and separate contractor can be detrimental to the quality of the final product, proposals were requested from both of the contractors currently performing work. Both firms submitted proposals, and Petticoat-Schmitt's proposal of \$3,791,763.00 is the lowest price. Superior Construction's proposal was for \$4,035,000.00, a difference of \$243,237.00. It is recommended by Staff to award a contract to Petticoat-Schmitt, for the lump sum amount of \$3,791,763.00 for the widening of Race Track Road from St. Johns Parkway to Durbin Creek Bridge.

1. IS FUNDING REQUIRED? Yes

2. IF YES, INDICATE IF BUDGETED. Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Transportation Capital Projects - Major Collector Road (1114-56330-5050-56330)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2017- _____ authorizing the County Administrator, or his designee, to award and execute a contract, in substantially the same form and format as the attached, to Petticoat-Schmitt Civil Contractors, Inc for the widening of Race Track Road from St. Johns Parkway to Durbin Creek Bridge under Misc 17-62.

For Administration Use Only:

Legal: RL 1/27/2017

OMB: WS 1/30/2017

Admin: KS 1/30/2017

RESOLUTION NO. 2017 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD MISC 17-62 CONTRACT TO PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC FOR RACE TRACK ROAD WIDENING FROM ST. JOHNS PARKWAY TO DURBIN CREEK BRIDGE.

RECITALS

WHEREAS, the County desires to award a contract to Petticoat Schmitt Civil Contractors, Inc. for roadway improvements to Race Track Road, between St. Johns Parkway and the Durbin Creek Bridge, for St. Johns County in accordance with the plans and specifications provided by England-Thims and Miller, Inc; and

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

WHEREAS, due to the proximity of ongoing work on Race Track Road, the County requested pricing proposals from the two contractors performing work adjacent to the project area, Petticoat Schmitt Civil Contractors, Inc. was selected as the most qualified respondent that submitted the lowest price 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 awarding a contract to complete the work services serves a public purpose.

WHEREAS, the Contract will be in substantial conformance with the attached draft.

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 a contract to Petticoat Schmitt Civil Contractors, Inc. to provide the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute a contract 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 the plans and specifications associated with Race Track Road from St. Johns Parkway to Durbin Creek Bridge.

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 ____ day of _____, 2017.

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

By: _____
Chair

ATTEST: Hunter S. Conrad, Clerk
By: _____
Deputy Clerk



**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**
(1992 EDITION, REVISED 12/18/13)

This Contract Agreement (“Agreement”) is made as of _____, 2017 by and between **ST. JOHNS COUNTY, FL** (“Owner”), with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC** (“Contractor”), with mailing address: 6380 Philips Highway, Jacksonville, FL 32216, Phone: (904) 751-0888, Fax: (904) 751-0988, and E-mail: Clyde.Cross@petticoatschmitt.com, under seal for Construction of **MISC NO. 17-62; RACE TRACK ROAD WIDENING FROM ST. JOHNS PARKWAY TO DURBIN CREEK BRIDGE**, hereinafter referred to as the “Project”. The Owner and the Contractor hereby agree as follows:

**ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS**

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Proposal Documents and Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following: Proposal Documents, Bonds and Insurance.

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor’s Public Construction Bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Agreement supersedes any Proposal Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Agreement is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words “include,” “includes” or “including,” as used in this Agreement, shall be deemed to be followed by the phrase “without limitation.”

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event,

occurrence, or condition shall be deemed not to constitute a material breach of this Agreement.

1.5.6 Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve any such approval by evidence of the Contractor's compliance with the Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

ARTICLE II THE WORK

2.1 Scope of Work

The Contractor shall perform all of the Work required, implied, or reasonably inferable from, this Agreement.

2.1.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. The Work to be performed by the Contractor is generally described as follows:

The scope of work is to furnish all labor, materials, equipment necessary for the widening of Race Track Road. The project includes, but is 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, 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 provided by England Thims & Miller, Inc.

All work shall be performed in accordance with the plans and specifications under Misc 17-62.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **Three Hundred Sixty Five (365)** consecutive calendar days. Final Completion shall be reached by or before **Sixty (60)** consecutive calendar days after Substantial Completion.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the "Contract Time."

3.1.2 The Contractor shall pay the Owner the sum of **\$2,811.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a total Lump Sum price of **Three Million Seven Hundred Ninety One Thousand Seven Hundred Sixty Three Dollars (\$3,791,763.00)**.

The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Project Director a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Director or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Agreement. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Project Director and the Owner. The Owner may terminate this Agreement without liability of any kind if the Schedule of Values is not agreed upon within fifteen (15) calendar days of the effective date hereof.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments - On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment based upon the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted. Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, payments will be made in accordance with the Local Government Prompt Payment Act.

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the estimate, based upon the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

(a) Owner may withhold from each progress payment made to the Contractor an amount not to exceed ten (10) percent of the payment as retainage until fifty (50) percent completion of the Work.

(b) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, Owner will reduce to five (5) percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. The term "fifty (50) percent completion" as used in this provision means the point at which Owner has expensed fifty (50) percent of the total cost of the Work purchased as provided herein, together with all costs associated with existing change orders and other additions or modifications to the Work described herein.

(c) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, the Contractor may present to the Owner a payment request for up one-half of the retainage held by the Owner. The Owner shall make prompt payment to the Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the Owner or the Contractor.

5.2.4 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested that the Work has been properly installed or performed in full accordance with this Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Director and Engineer shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement. The Project Director shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on accounts of the Contract Price within thirty (30) days following the Project Director's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Director less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Agreement. The Project Director's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.5 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

5.3 Withheld Payment

5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or

all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- a) Defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
- b) claims of third parties against the Owner or the Owner's property;
- c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) Evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
- e) Evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
- f) Persistent failure to carry out the Work in accordance with the Contract;
- g) Damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the Owner and the Project Director, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work is Substantially Complete, the Contractor shall submit to the Project Director a list of items to be completed or corrected. When the Project Director on the basis of an inspection determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the Owner, the Owner shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten Percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the Owner and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Agreement and this Agreement has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds

withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Director its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Director or the Owner; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by Owner the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Director's execution of a Final Certificate for Payment.

5.6.4 Acceptance of Final Payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner \$25.00 per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop

Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Agreement.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Agreement. This warranty shall survive termination of this Agreement and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Agreement.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Agreement marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Submittals shall belong to Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Project Director shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, employees and officials from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, noted in either the Scope of Work, or the Contract Documents, that are referenced and considered a part of this Agreement. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting therefrom or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Agreement. The Project Director shall be the Owner's representative from the effective date of this Agreement until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Agreement.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Agreement.

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Agreement. If the Project Director deems it necessary or advisable, the Project Director shall authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Agreement and shall issue a Final Certificate for Payment upon compliance with the requirements of this Agreement.

8.1.9 The Project Director's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Agreement and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Agreement, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until

liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time - An extension of Contract Time shall not be given due to weather conditions unless such weather conditions more severe than average have caused a delay. In requesting extension of time for weather conditions; Contractor shall present complete records and such requests shall document how weather conditions delayed progress of Work.

8.3 Field Orders

8.3.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such field orders promptly.

ARTICLE IX SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE X CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Agreement and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Project Director, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. Only the Change Order may change the Contract Price and the Contract Time.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall than be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 If Unit Prices are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Agreement, it shall, if required by the Project Director, be uncovered for the Project Director's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Director or Owner, be uncovered for the Project Director's inspection. If such Work conforms strictly to this Agreement, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Agreement, the Contractor shall pay the costs of uncovering and proper

replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Agreement. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Agreement, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under this Agreement. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Agreement and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Agreement by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Agreement for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;
- (d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;
- (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of this Agreement, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price less any liquidated damages due under this Agreement, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies

authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. **Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.** Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

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 Agreement, 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 \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, 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.

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

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

ARTICLE XIV MISCELLANEOUS

14.1 Governing Law & Venue

14.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. The Contractor shall not assign this Agreement without written consent of the Owner.

14.3 Surety Bonds

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such Bonds. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

14.4 Safety of Persons and Property

14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor report thereof shall be made immediately to the Engineer.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

16.1.6 The Contractor agrees to insert in any Subcontract under this Agreement the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

**ARTICLE XVII
PUBLIC RECORDS**

17.1 Public Records

17.1.1 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.

17.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

17.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

17.1.4 Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

MISC NO: 17-62; RACE TRACK ROAD WIDENING FROM
ST. JOHNS PARKWAY TO DURBIN CREEK BRIDGE

Owner

St. Johns County, FL (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name

Title

Date of Execution

Contractor

Petticoat-Schmitt Civil Contractors, Inc (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Assistant County Attorney

Date of Execution

From: [Douglas Tarbox](#)
To: [Jaime Locklear](#)
Cc: [Jay Brawley](#)
Subject: RE: Racetrack Section 2
Date: Wednesday, January 25, 2017 10:48:45 AM
Attachments: [RTR P!-2.jpg](#)

Jaime,

Engineering would like to award the base price submitted by Petticoat in the amount of \$3,791,763.00 . JEA has informed us that they intend to contract with Petticoat directly for the utility relocates.

I have included an image showing the three phases of our Race Track Project. Currently phase 1 & 3 are under construction by Petticoat Schmitt and Superior respectively. This would complete the 4 lane from Julington Creek Plantation to Bartram Park Boulevard.

Please let me know if you need any additional information.

Douglas Tarbox.
Project Manager
St. Johns County Engineering Division
904/209-0124 - Phone
904/209-0125- Fax
dtarbox@sjcfl.us

From: Jaime Locklear
Sent: Wednesday, January 25, 2017 8:47 AM
To: Douglas Tarbox
Cc: Jay Brawley
Subject: RE: Racetrack Section 2

Just to confirm.... Is this correct: 1114-56330-5050-56330?

Jaime

Jaime T. Locklear, CPPB, FCCM
Contract Administration Manager
SJC BOCC Purchasing Dept
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@sjcfl.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

From: Douglas Tarbox
Sent: Wednesday, January 25, 2017 6:53 AM

To: Jaime Locklear
Cc: Jay Brawley
Subject: Re: Racetrack Section 2

Jaime,

The GL code will be the same as their existing contract.

Regards,
Douglas Tarbox
Project Manager
St. Johns County Public Works Engineering Division

Sent from my iPad

On Jan 24, 2017, at 6:16 PM, Jaime Locklear <jlocklear@sjcfl.us> wrote:

Jay,

Yes, I need your formal recommendation to award the project to Petticoat with the budget amount and GL Code. It can be an email or a memo.

If we're sticking with what has been discussed, this will be put before the BOCC as a request to authorize a change order to Petticoat's current contract (16-15) with the additional scope, time and cost.

Thanks,

Jaime

Jaime T. Locklear, CPPB, FCCM
Contract Administration Manager
SJC BOCC Purchasing Dept
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@sjcfl.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

From: Jay Brawley
Sent: Monday, January 23, 2017 4:30 PM
To: Jaime Locklear
Cc: Douglas Tarbox
Subject: Racetrack Section 2

Jaime: Did you still need something from me to move ahead with PS on Section 2?
We're good to go on this end. Thanks,

Jay Brawley, PE, AICP

County Engineer

St. Johns County Board of County Commissioners

2740 Industry Center Road

St. Augustine, FL 32084

Direct: (904) 209-0113

Cell: (904) 417-5999

Email: jbrawley@sjcfl.us

Web: <http://www.sjcfl.us>

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.



**ST. JOHNS COUNTY, FL
REQUEST FOR PRICING PROPOSAL
RACE TRACK ROAD – ST. JOHNS PARKWAY TO DURBIN CREEK BRIDGE**

St. Johns County, FL is requesting a pricing proposal for the construction of improvements to Race Track Road, from St. Johns Parkway to the Durbin Creek Bridge. The area for this project is approximately 0.65 miles. This project abuts two currently ongoing projects, one from the Intersection at Peyton Parkway to the Durbin Creek Bridge, and one from Julington Creek to County Road 2209. Because of the construction currently in process adjacent to the area specified herein, the tie-in points may be in a different configuration than shown on the plans, and, as such, the awarded Contractor will be required to coordinate phasing and MOT with the contractors doing work in the other sections of Race Track Road.

The scope of work is to furnish all labor, materials, equipment necessary for the widening of Race Track Road. The project includes, but is 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, 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 provided by England Thims & Miller, Inc.

It is the intent of the County to enter into a contract, or amend the existing, current contract, with the Contractor submitting the lowest Total Lump Sum Proposal for the work required herein.

Submission of Proposal:

Submitted proposals must include the enclosed signature page with the required information, as well as any and all necessary attachments, and supplemental documentation. Proposals must be submitted, in writing, no later than four o'clock (4:00PM) on Monday, December 12, 2016 to Jaime Locklear, Contract Administration Manager, SJC Purchasing Department via email to jlocklear@sicfl.us or fax to (904) 209-0159.

Contractor Qualifications:

The minimum qualifications required for this job remain as follows:

1. Fully licensed to do business in the State of Florida;
2. Constructed (as a Prime or Sub) at least three (3) projects in past seven (7) years of similar size scope and dollar value;
3. Prime or Sub must in the following work classes shall be currently FDOT pre-qualified:
 - a. Flexible Paving
 - b. Drainage
 - c. Traffic Signals

If, for any reason, the responding firm no longer meets one or more of the required qualifications stated above, that information must be provided with the submitted proposal.

Public Construction Bond:

The awarded Contractor shall be required to secure a Public Construction Bond for the work required herein, or provide an amendment of the existing Public Construction Bond for the current work, whichever best serves the needs of St. Johns County.

Plans:

The plans associated with this required work are available at the SJC Purchasing Department's FTP Site, in the folder labeled Race Track Road – Middle Section, accessible at the URL address below:

<ftp://ftp.bocc/co.st-johns.fl.us/ftppurch11>

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

PROJECT: RACE TRACK ROAD – ST. JOHNS PARKWAY TO DURBIN CREEK BRIDGE

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

DATE SUBMITTED: January 12, 2017

PROPOSAL OF

Petticoat-Schmitt Civil Contractors, Inc.

FULL LEGAL COMPANY NAME

6380 Philips Highway, Jacksonville, FL 32216

Address

(904) 751-0888

Telephone Number

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 – St. Johns Parkway to Durbin Creek Bridge, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following Proposal summarized as follows:

LUMP SUM PRICE:

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

\$ 3,791,763.00

Lump Sum Price (Numerical)

Three Million Seven Hundred Ninety One Thousand Seven Hundred Sixty Three & 00/100 /100

Dollars (Amount written or typed in words)

For this project, the relocation of utilities will not be incorporated with the contract for the construction of the project. As such, the price for this part of the work shall be submitted below.

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

\$ 971,237.00

Lump Sum Price (Numerical)

Nine Hundred Seventy One Thousand Two Hundred Thirty Seven & 00/100 / 100 Dollars

(Amount written or typed in words)

Proposer 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 correct amount.

Time of Substantial Completion shall be reached within 365 consecutive calendar days from receipt of Notice to Proceed from Owner.

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 Plans.

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

If the Undersigned is notified of the acceptance of this Proposal by the County within ninety (90) calendar days of the date of receipt of this Proposal, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Proposal has been accepted for the above stated compensation in the form of a Contract presented by the County.

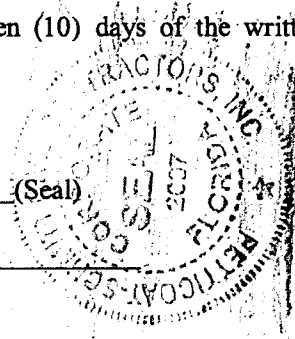
The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within **Three Hundred Sixty Five (365)** consecutive calendar days of the date specified on the Notice to Proceed. Undersigned further agrees that from the compensation otherwise to be paid, the County may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the County 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 to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him.

CORPORATE/COMPANY

Full Legal Company Name: Petticoat-Schmitt Civil Contractors, Inc.

(Seal)



By: *Clyde Cross*
Signature Authorized Representative

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

E-mail Address for Authorized Company Representative: ccross@petticoatschmitt.com

Federal I.D. Tax Number: 26-1293750

DUNS #: 80-997-3196

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Petticoat-Schmitt Civil Contractors, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 6380 Philips Highway	Requester's name and address (optional)	
	6 City, state, and ZIP code Jacksonville, FL 32216		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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2	6	-	1	2	9	3	7	5	0												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1-28-16</u>
-----------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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, 2018

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



ISSUED: 06/28/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606280000631

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, 2018

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



ISSUED: 08/25/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608250002582



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

April 22, 2016

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 6/30/2017. However, the new application is due 4/30/2017.

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.

If your company's maximum capacity has been revised, you can access it by logging 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, MINOR BRIDGES

You may apply 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 (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." 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.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D Autry

Alan Autry, Manager
Contracts Administration Office

Digitally signed by Alan D Autry
DN: cn=Autry, o=Florida Department of Transportation, ou=Alan D
Autry
0923421920030010011-A01097C0K0014DEB7F1180004
776
Date: 2016.04.22 11:12:15 -0400

AA:cj



**ST. JOHNS COUNTY, FL
REQUEST FOR PRICING PROPOSAL
RACE TRACK ROAD – ST. JOHNS PARKWAY TO DURBIN CREEK BRIDGE**

St. Johns County, FL is requesting a pricing proposal for the construction of improvements to Race Track Road, from St. Johns Parkway to the Durbin Creek Bridge. The area for this project is approximately 0.65 miles. This project abuts two currently ongoing projects, one from the Intersection at Peyton Parkway to the Durbin Creek Bridge, and one from Julington Creek to County Road 2209. Because of the construction currently in process adjacent to the area specified herein, the tie-in points may be in a different configuration than shown on the plans, and, as such, the awarded Contractor will be required to coordinate phasing and MOT with the contractors doing work in the other sections of Race Track Road.

The scope of work is to furnish all labor, materials, equipment necessary for the widening of Race Track Road. The project includes, but is 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, 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 provided by England Thims & Miller, Inc.

It is the intent of the County to enter into a contract, or amend the existing, current contract, with the Contractor submitting the lowest Total Lump Sum Proposal for the work required herein.

Submission of Proposal:

Submitted proposals must include the enclosed signature page with the required information, as well as any and all necessary attachments, and supplemental documentation. Proposals must be submitted, in writing, no later than four o'clock (4:00PM) on Monday, December 12, 2016 to Jaime Locklear, Contract Administration Manager, SJC Purchasing Department via email to jlocklear@sjcfl.us or fax to (904) 209-0159.

Contractor Qualifications:

The minimum qualifications required for this job remain as follows:

1. Fully licensed to do business in the State of Florida;
2. Constructed (as a Prime or Sub) at least three (3) projects in past seven (7) years of similar size scope and dollar value;
3. Prime or Sub must in the following work classes shall be currently FDOT pre-qualified:
 - a. Flexible Paving
 - b. Drainage
 - c. Traffic Signals

If, for any reason, the responding firm no longer meets one or more of the required qualifications stated above, that information must be provided with the submitted proposal.

Public Construction Bond:

The awarded Contractor shall be required to secure a Public Construction Bond for the work required herein, or provide an amendment of the existing Public Construction Bond for the current work, whichever best serves the needs of St. Johns County.

Plans:

The plans associated with this required work are available at the SJC Purchasing Department's FTP Site, in the folder labeled Race Track Road – Middle Section, accessible at the URL address below:

<ftp://ftp.bocc/co.st-johns.fl.us/ftppurch11>

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

PROJECT: RACE TRACK ROAD – ST. JOHNS PARKWAY TO DURBIN CREEK BRIDGE

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

DATE SUBMITTED: 01/12/17

PROPOSAL OF

Superior Construction Company Southeast, LLC

FULL LEGAL COMPANY NAME

7072 Business Park Blvd., Jacksonville, FL 32256

904.292.4240

Address

Telephone Number

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 – St. Johns Parkway to Durbin Creek Bridge**, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following Proposal summarized as follows:

LUMP SUM PRICE:

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

\$ 4,035,000.00
Lump Sum Price (Numerical)

Four Million Thirty-Five Thousand and .00 / 100 Dollars
(Amount written or typed in words)

For this project, the relocation of utilities will not be incorporated with the contract for the construction of the project. As such, the price for this part of the work shall be submitted below.

FOR: Relocation of Utilities on **Race Track Road – Julington Creek Plantation to CR 2209** as per plans and specifications.

\$ 1,215,000.00
Lump Sum Price (Numerical)

One Million Two Hundred Fifteen Thousand and .00 / 100 Dollars
(Amount written or typed in words)

Proposer 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 correct amount.

Time of Substantial Completion shall be reached within **365** consecutive calendar days from receipt of Notice to Proceed from Owner.

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 Plans.

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


If the Undersigned is notified of the acceptance of this Proposal by the County within ninety (90) calendar days of the date of receipt of this Proposal, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Proposal has been accepted for the above stated compensation in the form of a Contract presented by the County.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within **Three Hundred Sixty Five (365)** consecutive calendar days of the date specified on the Notice to Proceed. Undersigned further agrees that from the compensation otherwise to be paid, the County may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the County 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 to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him.

CORPORATE/COMPANY

Full Legal Company Name: Superior Construction Company Southeast, LLC (Seal)

By:  Bhavin Naik, Manager
Signature Authorized Representative (Name & Title typed or printed)

Address: 7072 Business Park Blvd., Jacksonville, FL 32256

Telephone No.: (904) 292-4240 Fax No.: (904) 292-2682

E-mail Address for Authorized Company Representative: bnaik@superiorconstruction.com

Federal I.D. Tax Number: 26-3552913 DUNS #: 830356619

LIST OF PROPOSED SUBCONTRACTORS

As part of the submitted proposal, any and all proposed subcontractors and major materials suppliers must be provided below, along with any supplemental documentation available. The subcontractors and material supplies are subject to approval by the County. The County reserves the right to reject any proposed subcontractor or material supplier, for any reason.

The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

**DIVISION OF WORK or
DESCRIPTION/NAME OF EQUIPEMENT**

**FULL NAME AND ADDRESS OF
SUBCONTRACTOR or EQUIPMENT VENDOR**

Asphalt Paving

Duval Ashalt, 7544 Philips Hwy. Jacksonville, FL 32256

Clearing & Grubbing

Shaw's Land Clearing, 2762 W Beaver St., Jacksonville, FL 32254

Pavement Markings

Rose Services, 170 Cumberland Pk Dr., St. Augustine, FL 32095

MOT

ACME Barricades 9800 Normandy Blvd., Jacksonville, FL 32221

Signals, Relocate Light Poles

Hinson Electric, 11609 Columbia Pk Dr. Jacksonville, FL 32258

Pipe, Drainage Structures

Forterra, POB 368, Green Cove Springs, FL 32043

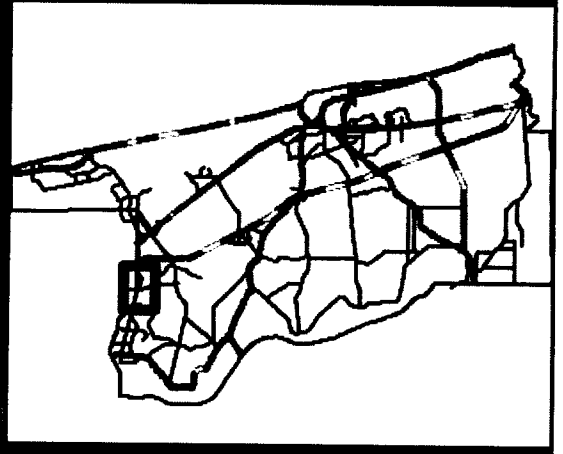
Limerock

Liberty Materials, POB 626, Lake Butler, FL 32054

Barram Park Blvd.

Section 3
Under Construction

Westreyton Parkway



Section 2

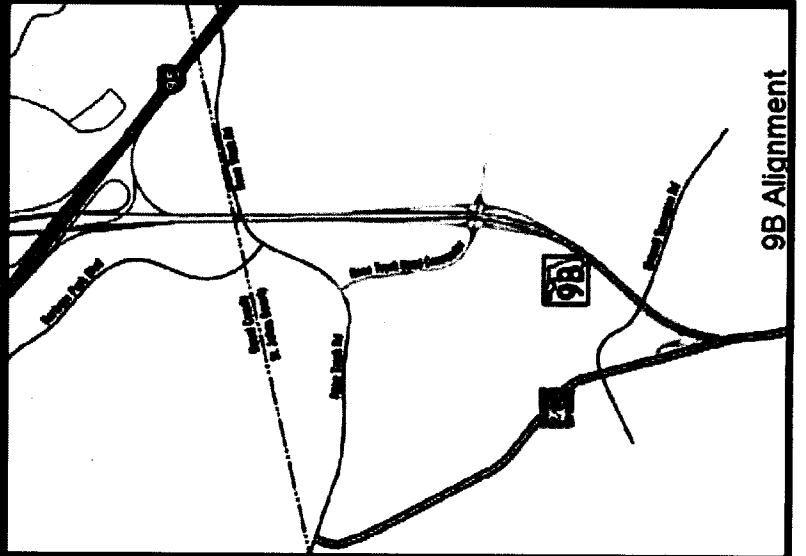
St Johns Pkwy

Longleaf Pine Pkwy

Section 1
Under Construction

Race Track Rd

Veterans



9B Alignment