

RESOLUTION NO. 2019-235

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 19-62 AND TO EXECUTE AN AGREEMENT WITH YELTON CONSTRUCTION COMPANY, INC., FOR THE ST. JOHNS COUNTY OCEAN AND FISHING PIER REHABILITATION

RECITALS

WHEREAS, the County desires to enter into contract with Yelton Construction Company, Inc., to perform the rehabilitation of the SJC Ocean and Fishing Pier; and

WHEREAS, the scope of the Project consists the provision of all labor, materials, tools, equipment and any other items necessary to rehabilitate the St. Johns County Ocean and Fishing Pier and Approach Boardwalk located at 350 A1A Beach Blvd., St. Augustine Beach, FL 32080. The project includes replacement of the sawn lumber pieces and the replacement of select Prestress-precast (PSPC) beams. The work on the pier will include to remove and replaced deck boards, guard rails [top, mid and toe boards], guard rail posts, the removal of (4) Prestress precast beams and the replacement with glulam beams. The nailers attached to the top of the existing concrete beams will need to be replaced if found to be decayed once exposed. The new deck boards will have an additional runner placed along the bottom at midspan between each beam to control deflection. The approach boardwalk work will include to remove and replace the walk-boards, the guard rails [top, mid and toe boards], guard rail posts and to replace piles that are found to be depleted once they are exposed; and

WHEREAS, through the County's formal Bid process, Yelton Construction Company, Inc., was determined to be the lowest, responsive, responsible bidder 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 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 19-62 to Yelton Construction Company, Inc., and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement 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 19-62.

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.

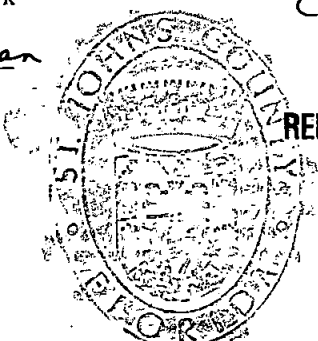
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of July, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Jeb S. Smith, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk

By: [Signature]
Deputy Clerk



RENDITION DATE 7/18/19



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

This Contract Agreement ("Agreement") is made as of \_\_\_\_\_, 2019 by and between **St. Johns County, FL** ("Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Yelton Construction Company, Inc.** ("Contractor"), authorized to do business in the State of Florida, whose principal offices are located at 2435 Dobbs Road, St. Augustine, FL 32086; Phone: (904) 819-9141; Fax: (904) 819-9144; and E-mail: [office@yeltonconstruction.com](mailto:office@yeltonconstruction.com), under seal for Construction of **Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation**, 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 Bid Documents and Bid 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: Bid Documents, Addendum 1, Addendum 2, Addendum 3, 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 this Project. Specifically, but without limitation, this Agreement supersedes any Bid 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 Contractor will provide all labor, materials, equipment, and any other items necessary to rehabilitate the St. Johns County Ocean and Fishing Pier and Approach Boardwalk located at 350 A1A Beach Blvd., St. Augustine Beach, FL 32080. The project includes replacement of the sawn lumber pieces and the replacement of select Prestress-precast (PSPC) beams. The work on the pier will include to remove and replaced deck boards, guard rails [top, mid and toe boards], guard rail posts, the removal of (4) Prestress precast beams and the replacement with glulam beams. The nailers attached to the top of the existing concrete beams will need to be replaced if found to be decayed once exposed. The new deck boards will have an additional runner placed along the bottom at midspan between each beam to control deflection. The approach boardwalk work will include to remove and replace the walk-boards, the guard rails [top, mid and toe boards], guard rail posts and to replace piles that are found to be depleted once they are exposed.

The bid documents include the plans, project specifications and any forthcoming bid addenda.

**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 **One Hundred Twenty (120)** consecutive calendar days. Final Completion shall be reached by or before **Fifteen (15)** 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 **\$1,241.00** 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 sums 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 **Seven Hundred Eighty Thousand Dollars (\$780,000.00)**.

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:

<b>Name</b>	<b>Function</b>
_____	_____
_____	_____
_____	_____

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.

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

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

### **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 then 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 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 or 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.

12.2.2.4 Neither the Contractor nor the Owner shall be liable to the other for any failure to perform under this Agreement to the extent that such performance is prevented by an act of God, war, riots, natural catastrophe, strikes, lockouts, labor disputes, or other event(s) beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; providing that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration; (b) promptly remedied or mitigated the effect of the occurrence to the extent possible; and (c) resumed performance as soon as possible.

### 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 Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the duration of the awarded 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.

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.

**14.5 Authority to Execute**

14.5.1 Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

**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](mailto:publicrecords@sjcfl.us).**

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**Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation**

**Owner:**

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

By: \_\_\_\_\_  
Signature of Authorized Representative

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Printed Name

Purchasing Manager  
Title

\_\_\_\_\_  
Date of Execution

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Courts**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**Legally Sufficient:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**Contractor:**

Yelton Construction Company, Inc.  
(Typed Name)

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

June 12, 2019

**RE:** Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation

Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to Yelton Construction Company, Inc., as the lowest responsive, responsible bidder for Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 5:00 PM, Monday, June 17, 2019.

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

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

Please forward all correspondence, requests or inquiries directly to Leigh Daniels, CCPB, Procurement Supervisor, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Sincerely,  
*St. Johns County, FL*  
*Board of County Commissioners*

  
County Representative Signature

Date: 6/12/19

Leigh A. Daniels, CPPB  
Procurement Supervisor  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**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:** Bill Freeman, P.E., Chief Engineer, Public Works Department  
**FROM:** Leigh A. Daniels, CPPB, Procurement Supervisor *LAD*  
**SUBJECT:** Bid No. 19-62, SJC Ocean and Fishing Pier Rehabilitation  
**DATE:** June 5, 2019

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 *Willie H. Freeman*  
Date 6-7-19  
Budget Amount 776,362.00  
Account Funding Title Deferred Maint.  
Funding Charge Code 0031-54623  
Award to Yelton Construction Company, Inc  
Award Amount \$ 780,000

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** ST. JOHNS COUNTY OCEAN AND FISHING PIER  
REHABILITATION

**BID NUMBER** 19-62

**OPENING DATE/TIME** June 5, 2019 2:00 PM

**POSTING DATE/TIME** 06/05/19 3:00 PM 06/10/19 3:00 PM

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

**OPENED BY** LEIGH DANIELS  
**TABULATED BY** SHELLY VONGCHANTA  
**VERIFIED BY** \_\_\_\_\_

BIDDERS	LUMP SUM BID PRICE	UNIT PRICE PER NAILER BOARD	BID BOND	ADDENDUM #1	ADDENDUM # 2	ADDENDUM # 3	ATTENDED MANDATORY PRE-BID MEETING/SITE VISIT
Worth Contracting, Inc.	\$886,890.00	\$480.00	YES	YES	YES	YES	YES
Hayward Construction Group, LLC	\$893,775.00	\$2,010.00	YES	YES	YES	YES	YES
Yelton Construction Company, Inc.	\$780,000.00	\$800.00	YES	YES	YES	YES	YES

BID AWARD DATE - \_\_\_\_\_

BID NO: 19-62

OFFICIAL COUNTY BID FORM (REVISED 5/13/19)  
ST. JOHNS COUNTY, FLORIDA

PROJECT: ST. JOHNS COUNTY OCEAN AND FISHING PIER REHABILITATION

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

DATE SUBMITTED: June 5, 2019

**BID PROPOSAL OF**

Yellow Construction Company, Inc  
Full Legal Company Name

2435 Dobbs Rd Ste A St. Augustine, Florida 32086  
Mailing Address Telephone Number (904) 819-9141 Fax Number (904) 819-9144

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation 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 to submit the following Bid Proposal summarized as follows:

**LUMP SUM BID PRICE:** The Lump Sum Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications.

\$ 780,000.00  
Lump Sum Bid Price (Numerical)

Seven Hundred-Eighty Thousand /100 Dollars  
Lump Sum Bid Price (Amount written or typed in words)

**UNIT PRICE PER NAILER BOARD:** The Unit Price is to remove and replace any nailer boards found to be decayed once exposed.

\$ 800.00  
Per Each Board Price (Numerical)

Eight Hundred /100 Dollars  
Each Board Price (Amount written or typed in words)

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

**BID NO: 19-62**

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

No.: 1 Date Received: April 29, 2019  
No.: 2 Date Received: May 13, 2019  
No.: 3 Date Received: May 22, 2019

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 Owner, 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 Owner.

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 Total Lump Sum Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within 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.



BID NO: 19-62

**CORPORATE/COMPANY**

Full Legal Company Name: Yelton Construction Company, Inc. (Seal)

By: [Signature] Lewis Taylor Yelton, President  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 2435 Dobbs Rd, Ste A St Augustine, Florida 32086  
Telephone No.: (904) 819-9141 Fax No.: (904) 819-9144

Email Address for Authorized Company Representative: office@yeltonconstruction.com  
Federal I.D. Tax Number: 59-2622215 DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

Name: [Signature] Lewis Taylor Yelton, President  
(Signature) (Name typed or printed) (Title)

Address: 509 11th Street, St Augustine, FL 32084  
Telephone No.: (904) 429-0009 Fax No.: (904) 819-9144

Email Address: taylor@yeltonconstruction.com  
Federal I.D. Tax Number: 59-2622215

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" - St Johns County Board of County Commissioners Affidavit
  - Attachment "B" - Certificate as to Corporate Principal
  - Attachment "C" - License / Certification List
  - Attachment "D" - List of Proposed Sub-Contractors/Suppliers
  - Attachment "E" - Conflict of Interest Disclosure Form
  - Attachment "F" - Certificate of Compliance with Florida Trench Safety Act
  - 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: 19-62

ATTACHMENT "A"

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

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Lewis Taylor Yellon who being duly sworn, deposes and says he is President (Title) of the firm of Yellon Construction Company, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-62: St. Johns County Ocean and Fishing Pier Rehabilitation, 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.

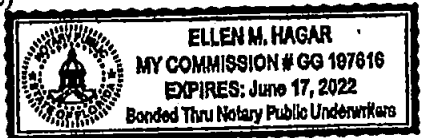
[Signature]  
(Bidder)

By: Lewis Taylor Yellon  
President  
(Title)

Sworn and subscribed to me this 4th day of June, 2019.

Notary Public: [Signature]

Signature Ellen M. Hagar  
Printed



My commission Expires: June 17, 2022

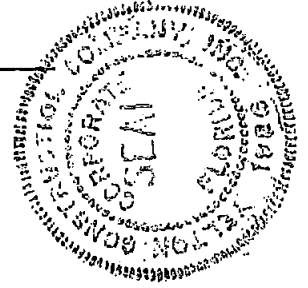
BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO: 19-62

**ATTACHMENT "B"**  
**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Lewis Taylor Yellon, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Lewis Taylor Yellon who signed the said bond on behalf of the Principal, was then \_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

[Signature]  
Secretary Corporate Seal



(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

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

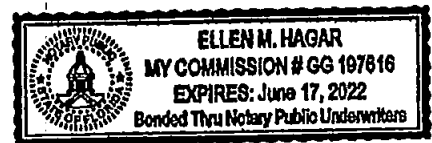
Subscribed and sworn to me this 4th day of June, 2019, A.D.

NOTARY PUBLIC  
State of Florida-at-large

[Signature]

My Commission Expires: June 17, 2022

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



Please See Enclosed Cashiers Check  
Copy Attached.



**YELTON CONSTRUCTION COMPANY, INC.**  
 2435 DOBBS ROAD, SUITE A  
 ST. AUGUSTINE, FL 32086  
 (804) 819-9141

WELLS FARGO BANK, N.A.  
 www.wellsfargo.com  
 63-751/631

26705

6/3/2019

PAY TO THE  
 ORDER OF

Board of County Commissioners of SJC

\$ \*\*39,000.00

Thirty-Nine Thousand and 00/100

DOLLARS

Board of County Commissioners of SJC

AUTHORIZED SIGNATURE

MEMO

Bid No.: 19-62 SJC Fishing Pier Rehab

⑈0000026705⑈ ⑈063107513⑈ 200034462023⑈

YELTON CONSTRUCTION COMPANY, INC.

26705

Board of County Commissioners of SJC

6/3/2019

SJC Ocean and Fishing Pier Rehabilitation  
 Bid No.: 19-62

39,000.00

Checking

Bid No.: 19-62 SJC Fishing Pier Rehab

39,000.00



Attachment "C1"

Print

**Licensee**

**Name:** MCQUAIG, COURTNEY ANN      **License Number:** 1252772  
**Rank:** Certified Building Contractor      **License Expiration Date:** 08/31/2020  
**Primary Status:** Current      **Original License Date:** 03/14/2005  
**Secondary Status:** Active

**Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	YELTON CONSTRUCTION COMPANY INC	Second Qualifying Agent for Business	03/14/2005	Construction Business Information	

Attachment "C2"

THIS RECEIPT IS ISSUED PURSUANT  
TO COUNTY ORDINANCE

**2018/2019 ST. JOHNS COUNTY  
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN CONSPICUOUS PLACE

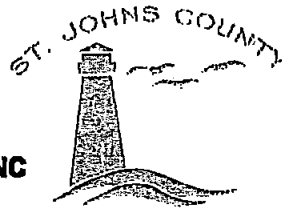
ACCOUNT 4303  
EXPIRES September 30, 2019

TYPE OF BUSINESS 000502 \*BUILDING CONTRACTOR

BUSINESS ADDRESS 2435 DOBBS RD STE A  
ST. AUGUSTINE, FL 32086

BUSINESS NAME OWNER YELTON CONSTRUCTION COMPANY INC  
YELTON, DORAN DEAN, II

MAILING ADDRESS 2435 DOBBS RD #A  
ST. AUGUSTINE, FL 32086



TAX COLLECTOR

S#CBC035208

X NEW BUSINESS TRANSFER ORIGINAL TAX	18.00
AMOUNT	18.00
PENALTY	.00
COLLECTION COST TOTAL	18.00

**DENNIS W. HOLLINGSWORTH  
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described herein when a franchise agreement, or county commission, state or federal permission or authority is required by county, state or federal law.

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED  
PAID-8143346-0001-0001 501 07/09/2018 18.00





BID NO: 19-62

ATTACHMENT "E"

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

Project Number/Description: Bid No: 19-62: St. Johns County Ocean and Fishing Pier Rehabilitation

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Lewis Taylor Yelton

Authorized Representative(s) :

[Signature]  
Signature

Lewis Taylor Yelton / President  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

BID NO: 19-62

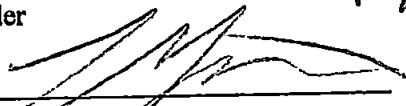
ATTACHMENT "F"

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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

By: Lewis Taylor Yellon, President

Yellon Construction Company Inc. 6/4/19  
Bidder Date

  
Authorized Signature

BID NO: 19-62

ATTACHMENT "G"  
CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

See Attachment "G1"

Attachment " 61



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/04/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Kelly White & Associates Insurance, LLC P.O. Box 350809  Jacksonville FL 32235	CONTACT NAME: HOUSE PHONE (A/C, No, Ext): 804-880-8881 E-MAIL ADDRESS: kelly@kwhiteinsurance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Northern Assurance Company INSURER B: MAPFRE Insurance Company of Florida INSURER C: INSURER D: American Interstate Ins Co INSURER E: INSURER F:	
<b>INSURED</b> Yelton Construction Company Inc. 2435 Dobbs Rd Ste A  Saint Augustine FL 32086		

**COVERAGES**      **CERTIFICATE NUMBER: YELT19080411004856**      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Protection & Indemnity <input checked="" type="checkbox"/> Jones Act/Crew  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B5JH25098	11/03/2018	11/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 500,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5204070001321	11/03/2018	11/03/2019	EACH OCCURRENCE \$ AGGREGATE \$ USL&H
D	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AVWCFL2717392018	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bld No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation  
 St. Johns County, FL is additionally insured as their interest may appear.

<b>CERTIFICATE HOLDER</b>  St. Johns County Purchasing Department 500 San Sebastian View  St. Augustine FL 32084	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ENHANCED COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the **BUSINESS AUTO COVERAGE FORM** apply unless modified by the endorsement.

**A. BROAD FORM NAMED INSURED**

**SECTION II - LIABILITY COVERAGE, A.1., Who Is An Insured** is amended by adding the following paragraph:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not otherwise insured for Business Auto Coverage. Coverage is extended up to a maximum period of 180 days following completion of acquisition or the legal formation of the business entity.

**B. EMPLOYEES AS ADDITIONAL INSURED**

**SECTION II - LIABILITY COVERAGE, A.1., Who Is An Insured** is amended by adding the following paragraph:

- e. An "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

**C. ADDITIONAL INSURED BY CONTRACT**

Under **SECTION II - LIABILITY COVERAGE, A.1., Who Is An Insured** is amended by adding the following paragraph:

- f. Any person or organization, with whom you have a written contract, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You, while using a covered "auto."
2. Any other person, while using a covered "auto" with your permission.

**D. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

**SECTION II - LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments,** paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$300 a day because of time off from work.

**E. LIMIT OF INSURANCE**

With respect to this endorsement, **SECTION II - LIABILITY COVERAGE, C. Limit Of Insurance** is amended by adding the following:

1. The insurance provided by this endorsement is excess over any other collectible insurance available to you.

IMU 0313 0107

**ENDORSEMENT TO SECTION I – COVERAGE PARTS I, II & III  
ADDITIONAL INSURED AND WAIVER OF SUBROGATION (BLANKET)**

In consideration of the premium at which this policy is issued, and subject to the terms and conditions of the policy, it is agreed that:

1. Section V, General Conditions – Paragraph 1 – Who Is An Insured – of the policy is amended to include any person or organization that you are obligated by an "insured contract" to include as Additional Insureds, but only with respect to liability arising out of "your work" and only with respect to coverage provided under Section I, Coverage Parts I, II and III of the policy.
2. It is further agreed that we waive any right of recovery we may have against any such Additional Insured because of payments we make for "bodily injury" or "property damage" arising out of "your work" for that Additional insured, but only to the extent of your obligation under the "insured contract".

BID NO: 19-62

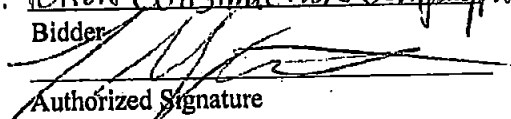
ATTACHMENT "H"

**EXPERIENCE OF BIDDER**

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

The Bidder shall provide the following information regarding experience within the past ten (10) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: Yellow Construction Company, Inc. 6/4/19  
Bidder Date  
  
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
1/8/2019	North Beach Camp Resort 4125 Coastal Highway St. Aug. FL 32084	350,000.00 (904) 826-0897 Florida Usians	Seawall - Located @ The Reef Restaurant / 512 Tenith Street Access / Florida Usians 4082 Coastal Highway
10/2011	St. Johns County 2416 Dobbs Rd, St. Aug. FL	273,512.50	St. Augustine Beach Pier Repairs
11/2011	(904) 209-0190	276,500.00	Vilano Beach Floating Dock
5/15/2014	Harbour Island HOA Marsh Landing Community Richard Masulli / Jim Heilbrun (904) 273-1312	308,182.93	Harbour Island @ Marsh Landing Concrete Seawall Repairs

Do you have any similar work in progress at this time?  Yes  No

Length of time in business: 33 Years

Is your company currently involved in any active litigation? No If Yes, explain: \_\_\_\_\_

Has your company ever been sued? No If Yes, explain and/or submit court decision or judgment, as applicable: \_\_\_\_\_

BID NO: 19-62

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_.

For

**ST. JOHNS COUNTY OCEAN AND FISHING PIER REHABILITATION**

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



**BID NO: 19-62**

**WITNESSES:**

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**PRINCIPAL:**

\_\_\_\_\_  
**NAME OF FIRM:**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**CITY**

\_\_\_\_\_  
**STATE**

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
**SURETY:**

\_\_\_\_\_  
**CORPORATE SURETY**

\_\_\_\_\_  
**ATTORNEY-IN-FACT (AFFIX SEAL)**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**CITY**

\_\_\_\_\_  
**STATE**

\_\_\_\_\_  
**NAME OF LOCAL INSURANCE AGENCY**

*N/A*



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

Purchasing Division

April 29, 2019

**ADDENDUM #1**

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: Bid No. 19-62, St. Johns County Ocean and Fishing Pier Rehabilitation**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid 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, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

**Questions:**

1. The Notice to Bidders, Minimum Qualifications section for the project above, specifies that the prime bidder must be a Certified as a General Contractor with the State of Florida. Alternatively, will the County please consider the merit of accepting suitable bidder qualification as a Certified Marine Contractor, also with the State of Florida ...as attached?

**Answer: A Certified Marine Contractor with the State of Florida shall be considered qualified, and is not required to be a certified General Contractor, to submit a bid on this project.**

**THE BID DUE DATE REMAINS June 5, 2019 AT 2:00 P.M.**

**Acknowledgment**

Sincerely,

Signature and Date

*[Signature]* 4/30/19  
Lewis Taylor Kellon / President  
Printed Name/Title

Leigh A. Daniels, CPPB  
Procurement Supervisor

*Kellon Construction Company, Inc.*  
Company Name (Print)

**END OF ADDENDUM NO. 1**



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

Purchasing Division

May 13, 2019

**ADDENDUM #2**

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: Bid No. 19-62, St. Johns County Ocean and Fishing Pier Rehabilitation**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid 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, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

**Changes:**

The project time is to be substantially complete has been change to One Hundred Ninety (190) consecutive calendar days. This change allows 10 weeks for material lead time. The contractor shall not mobilize to the site prior to November 1, 2019, which is the day after turtle nesting season ends.

**Attachments:**

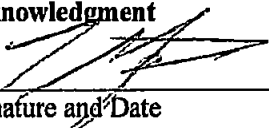
Revised Bid Form dated 5/13/19

**THE BID DUE DATE REMAINS June 5, 2019 AT 2:00 P.M.**

**Acknowledgment**

Sincerely,

Signature and Date

  
5/16/19  
Lewis Taylor, Yellow/President  
Printed Name/Title

Leigh A. Daniels, CPPB  
Procurement Supervisor

Yellow Construction Company, Inc.  
Company Name (Print)

**END OF ADDENDUM NO. 2**

**BID NO: 19-62**

**OFFICIAL COUNTY BID FORM (REVISED 5/13/19)  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT: ST. JOHNS COUNTY OCEAN AND FISHING PIER REHABILITATION**

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation 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 to submit the following Bid Proposal summarized as follows:

**LUMP SUM BID PRICE:** The Lump Sum Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications.

\$ \_\_\_\_\_  
Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Lump Sum Bid Price (Amount written or typed in words)

**UNIT PRICE PER NAILER BOARD:** The Unit Price is to remove and replace any nailer boards found to be decayed once exposed.

\$ \_\_\_\_\_  
Per Each Board Price (Numerical)

\_\_\_\_\_/100 Dollars  
Each Board Price (Amount written or typed in words)

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

**BID NO: 19-62**

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

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

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

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 Total Lump Sum Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within 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.

**BID NO: 19-62**

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: \_\_\_\_\_  
Telephone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(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" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – License / Certification List
  - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" - Certificate of Compliance with Florida Trench Safety Act
  - 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.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #3

May 22, 2019

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: Bid No. 19-62, St. Johns County Ocean and Fishing Pier Rehabilitation

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

Questions:

- Are the decorative deck board citizens pay to have installed going to remain as is and only replace heavily weathered board in corporation with parks and rec's dept. to re do new board proposed to install?  
**Answer: All deck boards are to be replaced with new boards. Contractor shall salvage the decorative deck boards with citizens' names on them, and stockpile them in an onsite location to be determined by the County, for the County's future reuse on another project.**
- If the upright posts for the handrails seem to be in good condition may the contractor only replace the bad ones?  
**Answer: The contractor shall replace all handrails.**
- If stainless steel hardware through or in concrete beam are in good shape, can the contractor replace only the damaged or hardware not suitable to meet warranty requirements?  
**Answer: The contractor will replace all hardware as specified in the bid documents.**
- May poured-in-place concrete beams be constructed in lieu of the specified pre-stressed concrete beams option?  
**Answer: No, Cast in place concrete beams will not be acceptable.**
- Is the handrail top boards in place now 3"x12" or 2"x8"?  
**Answer: 3"x12".**

**THE BID DUE DATE REMAINS June 5, 2019 AT 2:00 P.M.**

Acknowledgment

Sincerely,

Signature and Date

*[Signature]* 5/22/19  
Lewis Taylor Yellon / President  
Printed Name/Title

Leigh A. Daniels, CPPB  
Procurement Supervisor

Yellon Construction Company, Inc.  
Company Name (Print)

**END OF ADDENDUM NO. 3**



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

**BID NO: 19-62**

**ST. JOHNS COUNTY OCEAN AND FISHING PIER  
REHABILITATION**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
904.209.0150  
[www.sicfl.us/Purchasing/index.aspx](http://www.sicfl.us/Purchasing/index.aspx)**

**Final: 04/23/19**



**Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation**

**TABLE OF CONTENTS**

**FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – St Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors/Suppliers

“E” – Conflict of Interest Disclosure Form

“F” – Certificate of Compliance with Florida Trench Safety Act

“G” – Proof of Insurance

“H” – Experience of Bidder Form

Bid Bond

Sealed Bid Mailing Label

**PROJECT SPECIFICATIONS**

**PROJECT DRAWINGS – SEPARATE DOCUMENT**

**END OF TABLE OF CONTENTS**

**BID NO: 19-62****NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, June 5, 2019** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation**. 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 give consideration and shall be returned to the sender unopened.

**Scope of Work:**

The purpose of this bid is to solicit pricing from interested and qualified vendors for providing all labor, materials, equipment, and any other items necessary to rehabilitate the St. Johns County Ocean and Fishing Pier and Approach Boardwalk located at 350 A1A Beach Blvd., St. Augustine Beach, FL 32080. The project includes replacement of the sawn lumber pieces and the replacement of select Prestress-precast (PSPC) beams. The work on the pier will include to remove and replaced deck boards, guard rails [top, mid and toe boards], guard rail posts, the removal of (4) Prestress precast beams and the replacement with glulam beams. The nailers attached to the top of the existing concrete beams will need to be replaced if found to be decayed once exposed. The new deck boards will have an additional runner placed along the bottom at midspan between each beam to control deflection. The approach boardwalk work will include to remove and replace the walk-boards, the guard rails [top, mid and toe boards], guard rail posts and to replace piles that are found to be depleted once they are exposed.

The bid documents include the plans, project specifications and any forthcoming bid addenda.

**Minimum Qualifications**

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor in the State of Florida, and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past ten (10) years, of similar type, size and dollar value of the project described herein.

**Pre-Bid Meeting**

There will be a **Mandatory** Pre-Bid Meeting on **Thursday, May 9, 2019 at 9:30 AM** at the site, St. Johns County Ocean and Fishing Pier, 350 A1A Beach Blvd, St. Augustine Beach, FL 32080. Attendance at the pre-bid conference is required in order to submit a bid. Bidders must be present and signed in prior to 9:30 AM, when the meeting will promptly start. Any individual who is not signed in as of 9:30 AM will not be permitted to sign in and their firm will not be eligible to submit a bid for this project.

**Bid Documents, Project Specifications and Drawings**

Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County Bid Document #19-62. 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/Purchasing/OpenBids.aspx](http://www.sjcfl.us/Purchasing/OpenBids.aspx). Bid Documents may also be requested, *in writing*, from the St. Johns County Purchasing Designated Point of Contact, as provided below.

**Designated Point of Contact**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact for this project, Leigh A. Daniels, CPPB, Procurement Supervisor, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions must be submitted, *in writing*, no later than four o'clock (4:00PM) on **Monday, May 20, 2019**, 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 Manager or other designated County Representative.

**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.**

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.

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

# **FRONT END BID DOCUMENTS**

## **INSTRUCTION TO BIDDERS**

**OWNER:** The Board of County Commissioners of St. Johns County, Florida (“County”) OR (“Owner”)

**PROJECT:** Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation

## **DEFINITIONS**

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

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

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

**Bid** An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

**Bid (Formal or Sealed)** A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

**Bid Bond** A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

**Bidder** is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

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

**Contract** A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

**Contractor** An individual or firm having a contract to provide goods, service or construction for a specified price

**County** St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

**Responsible Bidder** A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

**Responsive Bid, Responsive Proposal, or Responsive Reply** A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

**Specifications** A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

**Subcontractor** A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

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

## **BIDDER'S REPRESENTATION**

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

## **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, as stated in the Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

## **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

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

## **SUBSTITUTIONS**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

## **PRE-BID MEETING**

There will be a **Mandatory Pre-Bid Meeting on Thursday, May 9, 2019 at 9:30 AM** at the site, St. Johns County Ocean and Fishing Pier, 350 A1A Beach Blvd, St. Augustine Beach, FL 32080. Attendance at the pre-bid conference is required in order to submit a bid. Bidders must be present and signed in prior to 9:30 AM, when the meeting will promptly start. Any individual who is not signed in as of 9:30 AM will not be permitted to sign in and their firm will not be eligible to submit a bid for this project.

## **DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this Bid is Leigh A. Daniels, CPPB, Procurement Supervisor, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Daniels, **in writing**, via email at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above.

If the Designated Point of Contact provided above is absent or unavailable for three (3) business days, bidders may contact Travis Hembree, Procurement Coordinator at [thembree@sjcfl.us](mailto:thembree@sjcfl.us).

Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

**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,

**QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact, as provided above, no later than four o'clock (4:00PM) on Monday, May 20, 2019, 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 Manager or other designated County Representative.

**ADDENDA**

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

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein by or before **Wednesday, June 5, 2019 at 2:00PM EST**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**Bid No: 19-62: St. Johns County Ocean and Fishing Pier Rehabilitation**"

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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

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

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

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

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized

to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

### **BID SECURITY**

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Lump Sum Bid amount submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, 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. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

### **BID BOND INSTRUCTIONS**

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

### **BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

### **MODIFICATION OR WITHDRAWAL OF BID**

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

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

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

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.



### **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

### **CONSIDERATION OF BIDS**

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

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

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

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

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

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

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

### **MINIMUM QUALIFICATION OF CONTRACTORS**

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor in the State of Florida, and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past ten (10) years, of similar type, size and dollar value of the project described herein. Each Bidder must submit Attachment "H" Experience of Bidder Form.

Proof of qualifications shall be provided by completing and submitting Attachment "C" – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

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

### **SUB-CONTRACTORS**

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

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to

the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

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

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

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

### **PUBLIC CONSTRUCTION BOND**

The Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

### **SURETY BOND**

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

### **Time of Delivery and Form of Bonds**

The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

### **CONTRACT TIME – LIQUIDATED DAMAGES**

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". St. Johns County will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully

executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder.

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **One Hundred Twenty (120)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Fifteen (15)** consecutive calendar days from the date of substantial completion.

**Conditions under which Liquidated Damages are Imposed:**

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$ 956
Over \$50,000 but less than \$250,000.....	\$ 964
\$250,000 but less than \$500,000.....	\$ 1,241
\$500,000 but less than \$2,500,000.....	\$ 1,665
\$2,500,000 but less than \$5,000,000.....	\$ 2,712
\$5,000,000 but less than \$10,000,000.....	\$ 3,447
\$10,000,000 but less than \$15,000,000.....	\$ 4,866
\$15,000,000 but less than \$20,000,000.....	\$ 5,818
\$20,000,000 and over.....	\$9,198 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

**INSURANCE**

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

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

The Contractor shall maintain throughout the duration of the awarded 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 throughout the duration of the awarded 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, throughout the duration of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of

\$1,000,000.

The Contractor shall maintain throughout the duration of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In addition to the standard insurance requirements specified in the Standard Agreement, this project will require USL&H Insurance (Longshore Harbor Worker's Compensation Act – LHWCA).

The Contractor shall maintain, throughout the duration of the awarded Contract, Builders Risk insurance, property insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

The Contractor shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

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

#### **INDEMNIFICATION**

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

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

#### **GOVERNING LAWS & REGULATIONS**

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

#### **TAXES**

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

#### **FLORIDA TRENCH SAFETY ACT**

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

#### **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to

identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

BID NO: 19-62

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: ST. JOHNS COUNTY OCEAN AND FISHING PIER REHABILITATION

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-62: St. Johns County Ocean and Fishing Pier Rehabilitation 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 to submit the following Bid Proposal summarized as follows:

**LUMP SUM BID PRICE:** The Lump Sum Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications.

\$ \_\_\_\_\_  
Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Lump Sum Bid Price (Amount written or typed in words)

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

**BID NO: 19-62**

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

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

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

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 Total Lump Sum Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within 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.



**BID NO: 19-62**

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(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" – St Johns County Board of County Commissioners Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License / Certification List
- Attachment "D" – List of Proposed Sub-Contractors/Suppliers
- Attachment "E" – Conflict of Interest Disclosure Form
- Attachment "F" – Certificate of Compliance with Florida Trench Safety Act
- 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: 19-62

ATTACHMENT "A"

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

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-62: St. Johns County Ocean and Fishing Pier Rehabilitation, 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.

\_\_\_\_\_  
(Bidder)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Notary Public:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

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

BID NO: 19-62

**ATTACHMENT "B"**  
**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires: \_\_\_\_\_

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





BID NO: 19-62

ATTACHMENT "E"

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

Project Number/Description: Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) :

Signature	Print Name/Title
Signature	Print Name/Title

BID NO: 19-62

ATTACHMENT "F"

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

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

By: \_\_\_\_\_

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**BID NO: 19-62**

**ATTACHMENT "G"**

**CERTIFICATE OF INSURANCE**

INSERT CERTIFICATE OF INSURANCE HERE



BID NO: 19-62

**ATTACHMENT "H"**

**EXPERIENCE OF BIDDER**

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

The Bidder shall provide the following information regarding experience within the past ten (10) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Bidder  
\_\_\_\_\_  
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

Do you have any similar work in progress at this time? \_\_\_\_\_ Yes \_\_\_\_\_ No

Length of time in business: \_\_\_\_\_ Years

Is your company currently involved in any active litigation? \_\_\_\_\_ If Yes, explain: \_\_\_\_\_

Has your company ever been sued? \_\_\_\_\_ If Yes, explain and/or submit court decision or judgment, as applicable: \_\_\_\_\_

BID NO: 19-62

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_.

For

**ST. JOHNS COUNTY OCEAN AND FISHING PIER REHABILITATION**

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**BID NO: 19-62**

WITNESSES:

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL:

\_\_\_\_\_  
NAME OF FIRM:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT (AFFIX SEAL)

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE


\_\_\_\_\_  
NAME OF LOCAL INSURANCE AGENCY

**SEALED BID MAILING LABEL**

**BID NO: 19-62**  
**ST. JOHNS COUNTY OCEAN AND FISHING PIER REHABILITATION**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed BID"**

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>BID NO: 19-62</b>
BID TITLE:	<b>ST. JOHNS COUNTY OCEAN AND FISHING PIER REHABILITATION</b>
DUE DATE/TIME:	<b>By 2:00PM – June 5, 2019</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Leigh A. Daniels, CPPB 500 San Sebastian View St. Augustine FL 32084



**END OF DOCUMENT**

# **SPECIFICATIONS**

## SECTION 05500

### MISCELLANEOUS METALS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Provide miscellaneous metals, sections, shapes and fasteners, etc., not specified elsewhere in these Specifications and as shown on the Drawings.

##### 1.02 SUBMITTALS

- A. Submit shop drawing, indicating fabrication, assembly and erection details, sizes of members, profiles, fastenings, supports and anchors, patterns, clearances and connection to other work, before fabrication begins.
- B. Submit complete materials list of all items proposed to be provided under this Section.

##### 1.03 QUALITY ASSURANCE

- A. Standards:
  - 1. International Building Code (IBC).
  - 2. OSHA Standards.
  - 3. Local codes and regulations.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. General: Provide material that is free from defects impairing strength, durability or appearance, that is of best commercial quality for purposes specified, and that has structural properties to safely sustain or withstand strains and stresses to which normally subjected. Throughout the facility, provide materials having the same inherent texture and color of exposed surfaces for like locations. Insofar as practicable, provide noncorrosive, nonstaining and concealed fastenings. Where fastenings must be exposed, match materials, color and finish as material to which applied, countersink and finish flush. Form molded, bent or shaped members with clean, sharp arises, without dents, scratches, cracks or other defects. Provide all anchors, bolts, shims and accessory items as required for building into or fastening to adjacent work. All bolts, nails, washers, and all-thread shall be stainless steel.

- B. Stainless Steel: Except where otherwise specified, use Type 316 stainless steel plates, members and washers. Use ASTM A193, Grade B8M bolts and ASTM A194, Grade 8M nuts. All screws used in any portion of the work shall be stainless steel.
- C. Anchor Bolts and Fasteners: Use Type 316 stainless steel wedge anchors, for securing equipment. Use adhesive anchors consisting of self contained vinylester adhesive cartridges and Type 304 stainless steel anchor rods equal to HVA adhesive anchoring system, as manufactured by Hilti, or equal, of the size and at the locations shown on the Drawings. Provide all other fastenings, bolts, nuts, washers and anchors as shown in the Drawings. Zinc coated fastenings will not be approved.

### PART 3 - EXECUTION

#### 3.01 ERECTION

- A. Adequately anchor all work in place at proper elevations, planes and locations. Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction including threaded fasteners for concrete inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.
- B. Cutting, Fitting and Placement:
  - 1. Perform cutting, drilling, and fitting required for installation of miscellaneous metal fabrications.
  - 2. Set work accurately in location, alignment, and elevation, and make plumb, level, true, and free from rack, measured from established lines and levels.
  - 3. Provide temporary anchors in form work for items which are to be built into concrete or similar construction.
  - 4. Fit exposed connections accurately together to form tight hairline joints.
  - 5. Grind exposed joints smooth and touch up with shop paint coat. Do not weld, cut, or abrade the surface of exterior units which have been hot-dip galvanized after fabrication and are intended for bolted or screwed field connections.

END OF SECTION

## SECTION 06150

### WOOD DECKING, HANDRAILS, GUARDRAILS AND CARPENTRY

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Softwood lumber structural wood decking.
- B. Preservative treatment of wood.

##### 1.02 REFERENCE STANDARDS

- A. AITC 112 - Standard for Tongue-and-Groove Heavy Timber Roof Decking; 1993 and errata.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018a.
- C. AWPA U1 - Use Category System: User Specification for Treated Wood; 2017.
- D. NELMA (SGR) - Standard Grading Rules for Northeastern Lumber; 2017.
- E. PS 20 - American Softwood Lumber Standard; 2015.
- F. SPIB (GR) - Grading Rules; 2014.

##### 1.03 SYSTEM DESCRIPTION

- A. Decking: Design floor live: 125 psf with deflection limited to 1/180 of span.
- B. Handrails: Design load: A) 50 lbs per linear foot in vertical and horizontal direction, and B) 200 lb point load horizontally and vertically.

##### 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with at least three years of documented experience and certified by AITC.
- B. Installer Qualifications: Company specializing in performing work of the type specified in this section, with at least three years of documented experience.



## PART 2 PRODUCTS

### 2.01 WOOD MATERIALS

- A. Wood fabricated from old growth timber is not permitted.
- B. Lumber Decking and Pier Walk Board Panels: Fabricated to AITC 112.
  - 1. Species and grade: Southern Pine, graded under SPIB (GR) rules as AITC "Southern Pine, No. 1 or Better"
  - 2. Size:
    - a. Pier Concession building area shall be 2 by 8 inches nominal
    - b. Pier Walk-Board panels shall be 2 by 8 inches nominal
    - c. ALL PIER walk-boards shall not be cut to remove more than 6" material from either end. Therefore, boards shall be within 12" of final length BEFORE wood preservative treatment.
  - 3. Pattern: Stager boards at concession building area.
  - 4. Moisture Content: 25 percent, maximum.
- C. Lumber Handrails and Guardrails: Fabricated to AITC 112
  - 1. Species and grade: Southern Pine, graded under SPIB (GR) rules as AITC "Southern Pine, No. 1 or Better"
  - 2. Size: varies for the handrails and guardrails. Handrails and Guardrails are to be installed with pieces that are as long as practical to handle to minimize cuts. Field cuts are to be treated by hand as noted in section 2.02.
  - 3. Pattern: Use long run members. No piece shall be less than 5.5 ft in length or the spacing between vertical support posts to avoid weakness and twisting.
  - 4. Moisture Content: 25 percent, maximum.
- D. Lumber supports and joists: Fabricated to AITC 112
  - 1. Species and grade: Southern Pine, graded under SPIB (GR) rules as AITC "Southern Pine, No. 1 or Better"
  - 2. Size: varies for the handrails and guardrails. Handrails and Guardrails are to be installed with pieces that are as long as practical to handle to minimize cuts. Field cuts are to be treated by hand as noted in section 2.02.
  - 3. Pattern: Use long run members. No piece shall be less than 5.5 ft in length or the spacing between vertical support posts to avoid weakness and twisting.
  - 4. Moisture Content: 25 percent, maximum.

## 2.02 WOOD TREATMENT

- A. Factory-Treated Lumber: Comply with requirements of AWP A U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
- B. Preservative Pressure Treatment:
  - 1. Preservative Pressure Treatment of all Lumber Decking, supports and Handrails/Guardrails: AWP A U1, Use Category UC4C, GROUND CONTACT and MARINE Extreme Duty Commodity Specification A using waterborne preservative to achieve:
    - a. Wood preservative and retention rates as follows for ALL wood including handrails:

1. ACQ A, B, C & D	0.60 PCF
2. CA-B and CA-C	0.31 PCF
3. MCA & MCA-B	0.31 PCF
    - b. Kiln dry lumber after treatment to maximum moisture content of 25 percent.
    - c. Note verification requirements on plans.
- C All cuts made on treated wood after treatment must have Copper Napthenate (CuN-W) Wood preservative applied by hand brush until it no longer absorbs the liquid. This will require at least two applications after the cut is made.
- D Material to be certified by an ALSC accredited inspection agency. Certificates to be provided for all lumber used. Grade tags or stamps to be preserved and presented to the owner weekly. Certification letter and warranty to be provided to Owner as part of completion package information. Failure to provide Certificates and Warranty will result in forfeiture of 25% of the contract value.
- E Random samples will be tested for compliance.

## 2.03 FASTENERS

- A. Bolts : Shall be Stainless Steel, one of the following grades:
  - a. F593, AISI Type 316
  - b. Grade 18-8
- B. Nuts : Shall be Stainless Steel, one of the following grades:
  - a. F594, AISI Type 316, Nylock nuts
  - b. Grade 18-8

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that support framing is ready to receive decking. If supporting framing is deteriorates notify the owner before proceeding to determine course of action.

### 3.02 PREPARATION

- A. Coordinate placement of bearing items.
- B. Completely remove old material and brush or scrape clean the bearing before installing new material.

### 3.03 INSTALLATION - BOARD DECKING, HANDRAILS AND GUARDRAILS

- A. Install decking perpendicular to framing members, with ends staggered over firm bearing. Install Handrails and Guardrails in pieces that are as long as practical but no shorter than the spacing between vertical supports. All splices shall be made at vertical support posts. Good workmanship will be required, and the top rail shall be free from splinters and splits. All sharp corners on handrails and guardrails are to be eased to a 1/2" radius to reduce the potential for injury.
- B. For ALL PIER walk-boards, use Stainless steel bolts as indicated. For ALL Handrails and Guardrails, use Stainless steel fasteners at the spacing and size as shown on the plans. Use Stainless steel washers under the bolts. ALL Bolts to be Stainless steel with Nylon inserts to prevent backing off – Commonly called Nylock bolts. Pier concession area walk-boards to be attached with Stainless steel screws. All Hardware in all other cases to be Stainless steel. Re-use of existing bolts is acceptable provided the bolt is in good condition with cosmetic wear only – re-use of nuts for the pier on walk-boards is not acceptable.
- C. Secure with fasteners per plans.
- D. Maintain decking joint space of 1/16 inch (1.5 mm) maximum.
- E. Blocking and support shall be per plans. The deck boards at the concession area, around the pier operators building must be replaced to the fullest extent possible. This may require that the boards are cut flush next to the existing structures in many places where the deck boards continue under the structures. All deck board ends must be supported on full depth blocking. The newly installed blocking must be supported by joist hangers. In order to provide a solid support, the existing deck must be on a single full depth block and the new board must rest on a full depth block. This configuration will have (2) two full depth blocks installed at locations where blocking is required due to cutting of the continuous deck boards that run under structures.

### 3.04 TOLERANCES

- A. Surface Flatness of Decking Without Load: 1/4 inch in 10 feet (2 mm/m) maximum, and 1/2 inch in 30 feet (12 mm / 9 m) maximum.

END OF SECTION

## SECTION 06 18 0

### GLUE-LAMINATED CONSTRUCTION

#### PART 1 GENERAL

##### 1.01 REFERENCE STANDARDS

- A. AITC 109 - (2007) Standard for Preservative Treatment of Structural Glued Laminated Timber
- B. AITC 111 - (2005) Recommended Practice for Protection of Structural Glued Laminated Timber During Transit, Storage and Erection
- C. AITC 113 - (2010) Standard for Dimensions of Structural Glued Laminated Timber
- D. AITC 119 - (1996) Standard Specifications for Structural Glued Laminated Timber of Hardwood Species
- E. ASCE 7 - (2017) Minimum Design Loads for Buildings and Other Structures
- F. AWC NDS - (2015) National Design Specification (NDS) for Wood Construction
- G. AWPA T1 - (2017) Use Category System: Processing and Treatment Standard
- H. AWPA U1 - (2017) Use Category System: User Specification for Treated Wood
- I. ANSI 117 - (2008) Standard Specifications for Structural Glued Laminated Timber of Softwood Species
- J. ANSI 405 - (2012) Standard for Adhesives for use in Structural Glued Laminated Timber
- K. ANSI A190.1 - (2012) Standard for Wood Products - Structural Glued Laminated Timber
- L. APA E30 - (2016) Engineered Wood Construction Guide
- M. APA EWS R540 - (2013) Builder Tips: Proper Storage and Handling of Glulam Beams
- N. APA EWS T300 - (2007) Technical Note: Glulam Connection Details
- O. APA S580 - (2013) Preservative Treatment of Glued
  
- P. ASME B18.21.1 - (2009; R 2016) Washers: Helical Spring-Lock, Tooth Lock, and

### Plain Washers (Inch Series)

- Q. ASME B18.22M - (1981; R 2017) Metric Plain Washers
- R. ASTM A1011/A1011M - (2018a) Standard Specification for Steel Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
- S. ASTM A153/A153M - (2016) Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- T. ASTM A276/A276M - (2017) Standard Specification for Stainless Steel Bars and Shapes
- U. ASTM A307 - (2014; E 2017) Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength
- V. ASTM A36/A36M - (2014) Standard Specification for Carbon Structural Steel
- W. ASTM A666 - (2015) Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate and Flat Bar
- X. ASTM D2559 - (2012a; E 2016) Standard Specification for Adhesives for Bonded Structural Wood Products for Use Under Exterior Exposure Conditions
- Y. ASTM D3737 - (2018; E2018) Standard Practice for Establishing Allowable Properties for Structural Glued Laminated Timber (Glulam)
- Z. ASTM E84 - (2018a) Standard Test Method for Surface Burning Characteristics of Building Materials
- AA. FBC - (2017) Florida Building Code
- BB. SPIB 1003 - (2014) Standard Grading Rules for Southern Pine Lumber
- CC. WWPA Tech Guide - (2005) Lumber Technical Guide, Standards and Grading

### 1.02 SUBMITTALS

- A. Submit shop drawing, indicating fabrication, assembly and erection details, sizes of members, profiles, fastenings, supports and anchors, patterns, clearances and connection to other work, before fabrication begins.

### 1.03 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** Provide factory glued-laminated structural wood members produced by an American Institute of Timber Construction (AITC) or (APA) Engineered Wood Association licensed manufacturer. Factory mark every member of the structural glued-laminated timber with AITC Quality Mark or APA trademark and provide a certificate of conformance. Manufacture the laminated timber meeting the requirements of AITC 119, APA E30, ASTM D3737, ANSI A190.1, and WWPA Tech Guide.
- B. **Certifications:** Submit certificates for glued-laminated structural members include a product report or laboratory report issued by a US Product certification Agency under

ISO 17065 or a US inspection agency accredited under ISO 17020. Include the following information:

- a. Glulam manufacturers' name
- b. Glulam grade

Include in report the results of tests, shear strength, and durability of the glue line. Ensure compliance with the requirements of ASTM D3737. Ensure material tested is typical of a production run of the same material used in the project. Ensure tests are conducted from the same product lot prior to delivery of the wood.

Provide certification that structural members meet the requirements of ANSI A190.1 and ANSI 117.

Submit signed and sealed documentation prepared by a licensed professional engineer verifying design load compliance with ASCE 7 and FBC.

- C. Surfaces: Submit three samples; 300 millimeter 12 inches long of sufficient width and thickness to illustrate the quality and color of exposed-to-view surfaces.

#### 1.04 DELIVERY, HANDLING AND STORAGE

- A. Deliver the glued-laminated wood structural members in quantities indicated and at construction scheduled times to ensure the continuity of the installation of the structural members and the progress of the erection schedules. Reference AITC 111 and APA EWS R540 for further information.
- B. Deliver packaged or wrapped materials in their original, undamaged wrapping, bearing label clearly identifying manufacturer's name, grade and species of lumber, type of glue, and other pertinent data. Use nonmarring slings for loading, unloading, and handling members to prevent damage to surfaces or wrapping.
- C. Store wrapped materials in their original wrapping until ready for installation.
- D. Place members on level supports off ground, spaced and braced to allow through ventilation. Cover wood and keep free of dirt, grease, moisture, or foreign matter that could cause staining.

## PART 2 PRODUCTS

### 2.1 DRAWINGS

- A. Verify all field measurements prior to preparation of fabrication and installation drawings to ensure proper fitting of the work.
- B. Submit fabrication drawings for glue-laminated structural units consisting of fabrication and assembly details performed in the factory.

### 2.2 MATERIALS

- A. Provide structural glued-laminated timber complying with AITC 113, ANSI 117, and ANSI A190.1, AWC NDS, and AITC 119.
- B. Provide structural glued-laminated timber manufactured in accordance with ANSI 117, and ANSI A190.1.
- C. All structural glued-laminated timber beams shall be rated for use in ground contact and marine extreme duty environment. The equivalent AWPA U1 use category is UC4C. The manufactured member, wood preservative and glue shall be compatible with this use for marine open ocean exposure.
- D. Lumber
  - 1. 8 ½" x 31 5/8" 24F-V5 E1.7: Southern Pine, graded by the same basic provisions as used for solid sawn lumber in SPIB 1003.
- E. Provide glued-laminated kiln-dried and stress-graded lumber meeting the requirements of ANSI 117 and AITC 119.
- F. Use only glued-laminated structural members having a maximum moisture content of 15-percent throughout the entire piece before surfacing and bonding.
- G. Provide glued-laminated structural members of ANSI A190.1 Premium Grade, conforming to the standards.
- H. Preservative and Fire-Retardant Treatment
  - 1. Preservative Pressure Treatment of all Lumber Decking, supports and Handrails/Guardrails: AWPA U1, Use Category UC4C, GROUND CONTACT and MARINE Extreme Duty Commodity Specification A
  - 2. See plans for additional preservative pressure treatment requirements.
  - 3. Pressure impregnate fire-retardant treated wood with an approved process in accordance with AITC 109, APA S580, AWPA T1, and AWPA U1.
  - 4. Treat structural members to attain a UL flame spread rating not greater than 25, showing no evidence of progressive combustion when tested for 30 minutes in accordance with UL 723 and ASTM E84.
  - 5. Ensure penetration of fire-retardant material in treated wood in accordance with QPL-19140. Determine depth of penetration by borer cores taken from 20 pieces of each charge and test. If 80 percent of the borings meet the penetration



requirements, the charge is acceptable.

6. Kiln dry the wood after treatment to remove the moisture injected during treatment. Average moisture content is not to exceed 25 percent.

#### I. Adhesive

1. Bond glued-laminated members with a waterproof adhesive conforming to the test requirements of ASTM D2559 and ANSI 405 for exterior glue, shear strength and durability. Adhesive shall be suitable for use with marine open ocean use.

### PART 3 EXECUTION

#### 3.01 INSTALLATION

##### A. Manufacturer's Information

1. Submit manufacturer's instructions for laminated wood materials and adhesive including special provisions required to install equipment components and system packages. Detail with special notices all impedances, hazards and safety precautions.

##### B. Installation Drawings

1. Submit installation drawings for glue-laminated structural units showing dimensions of laminated wood members, location, size, and type of reinforcement. Include any reinforcement necessary for safe handling and erection of structural members. Identify each structural member and the corresponding sequence and procedure followed during installation. Identify location and details of anchorage devices that are embedded in other construction on layout drawings.

##### C. Construction

1. Conform spacing and placement of members and installation methods in accordance with APA EWS T300.
2. Plan and execute erection procedures so that close fit and neat appearance of joints and structure as a whole is not impaired. When hoisting members into place, use padded or non-marring slings. Protect corners with wood blocking. Brace members as they are placed to maintain a safe position until full stability is achieved.
3. Avoid cutting glulam members during erection to the greatest extent possible. Except for fastener drilling and other minor cutting, coat cuts with end sealer.

##### D. Protection

1. After installation, cover each member with a temporary waterproof protection to maintain the moisture content of the wood. Maintain protection until members are

enclosed within the building and final coats are ready for application. Elevate initial building heat gradually to the desired level. To minimize checking do not reduce the relative humidity of the building rapidly.

END OF SECTION



## St. Johns County Board of County Commissioners

Purchasing Division

April 29, 2019

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No. 19-62, St. Johns County Ocean and Fishing Pier Rehabilitation

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid 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, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

#### Questions:

1. The Notice to Bidders, Minimum Qualifications section for the project above, specifies that the prime bidder must be a Certified as a General Contractor with the State of Florida. Alternatively, will the County please consider the merit of accepting suitable bidder qualification as a Certified Marine Contractor, also with the State of Florida ...as attached?

**Answer: A Certified Marine Contractor with the State of Florida shall be considered qualified, and is not required to be a certified General Contractor, to submit a bid on this project.**

**THE BID DUE DATE REMAINS June 5, 2019 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Leigh A. Daniels, CPPB  
Procurement Supervisor

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



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

Purchasing Division

May 13, 2019

**ADDENDUM #2**

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: Bid No. 19-62, St. Johns County Ocean and Fishing Pier Rehabilitation**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid 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, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

**Changes:**

The project time is to be substantially complete has been change to One Hundred Ninety (190) consecutive calendar days. This change allows 10 weeks for material lead time. The contractor shall not mobilize to the site prior to November 1, 2019, which is the day after turtle nesting season ends.

**Attachments:**

Revised Bid Form dated 5/13/19

**THE BID DUE DATE REMAINS June 5, 2019 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Leigh A. Daniels, CPPB  
Procurement Supervisor

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 2**

BID NO: 19-62

OFFICIAL COUNTY BID FORM (REVISED 5/13/19)  
ST. JOHNS COUNTY, FLORIDA

PROJECT: ST. JOHNS COUNTY OCEAN AND FISHING PIER REHABILITATION

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-62; St. Johns County Ocean and Fishing Pier Rehabilitation 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 to submit the following Bid Proposal summarized as follows:

**LUMP SUM BID PRICE:** The Lump Sum Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications.

\$ \_\_\_\_\_  
Lump Sum Bid Price (Numerical)

\_\_\_\_\_/100 Dollars  
Lump Sum Bid Price (Amount written or typed in words)

**UNIT PRICE PER NAILER BOARD:** The Unit Price is to remove and replace any nailer boards found to be decayed once exposed.

\$ \_\_\_\_\_  
Per Each Board Price (Numerical)

\_\_\_\_\_/100 Dollars  
Each Board Price (Amount written or typed in words)

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

**BID NO: 19-62**

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

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

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

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 Total Lump Sum Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within 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.

**BID NO: 19-62**

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(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" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – License / Certification List
  - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" - Certificate of Compliance with Florida Trench Safety Act
  - 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.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #3

May 22, 2019

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 19-62, St. Johns County Ocean and Fishing Pier Rehabilitation

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

Questions:

- 1. Are the decorative deck board citizens pay to have installed going to remain as is and only replace heavily weathered board in corporation with parks and rec's dept. to re do new board proposed to install? Answer: All deck boards are to be replaced with new boards. Contractor shall salvage the decorative deck boards with citizens' names on them, and stockpile them in an onsite location to be determined by the County, for the County's future reuse on another project.
2. If the upright posts for the handrails seem to be in good condition may the contractor only replace the bad ones? Answer: The contractor shall replace all handrails.
3. If stainless steel hardware through or in concrete beam are in good shape, can the contractor replace only the damaged or hardware not suitable to meet warranty requirements? Answer: The contractor will replace all hardware as specified in the bid documents.
4. May poured-in-place concrete beams be constructed in lieu of the specified pre-stressed concrete beams option? Answer: No, Cast in place concrete beams will not be acceptable.
5. Is the handrail top boards in place now 3"x12" or 2"x8"? Answer: 3"x12".

THE BID DUE DATE REMAINS June 5, 2019 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 3