

RESOLUTION NO. 2021-250

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID 21-93 TO FERGUSON WATERWORKS AND EXECUTE A PURCHASE ORDER FOR THE PURCHASE OF SR 207 WATER MAIN EXTENSION MATERIALS.

RECITALS

WHEREAS, the County seeks to purchase SR 207 Water Main Extension Materials for St Johns County Utility Department for the SR 207 Water Main Extension – Phase 2 project in accordance with Bid 21-93; and

WHEREAS, it was determined that bidding the materials for this project ahead of the construction was in the best interest of the County due to the current climate for construction and materials, in an effort to avoid additional costs in case the market continues to escalate; and

WHEREAS, through the County’s formal Bid process Ferguson Waterworks was the only bidder, and was determined to be responsive and responsible to the requirements of the bid for the specified materials, and Staff negotiated the pricing, in accordance with policy, to receive the best possible pricing for the materials needed; and

WHEREAS, the County finds that executing a purchase order for the purchase of the materials serves a public purpose; and

WHEREAS, the purchase will be funded by the SJC Utility Department.

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 21-93; Purchase SR 207 Water Main Extension Materials to Ferguson Waterworks.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to issue a purchase order to Ferguson, for the purchase of the specified materials, in the amount of \$2,317,003.00.

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.

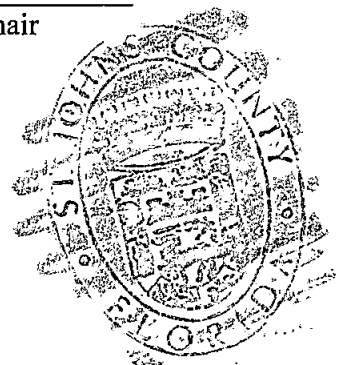
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of June, 2021.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller
Robert S. Platt
Deputy Clerk

RENDITION DATE JUN 17 2021





St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

May 20, 2021

RE: Bid No: 21-93: Purchase SR 207 Water Main Extension Materials

Please be advised that the St. Johns County Purchasing Department is issuing this Notice of Intent to Award a contract to Ferguson Waterworks, as the lowest, responsive, responsible bidder for the completion of Bid No: 21-93: Purchase SR 207 Water Main Extension Materials. This notice will remain posted until 4:00 PM, Tuesday, May 25, 2021.

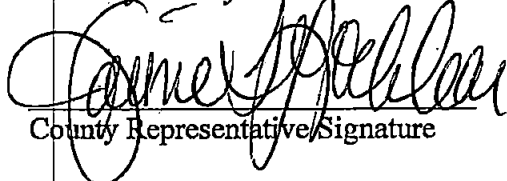
Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. 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 questions or inquiries related to this project to David E. Pyle, CPPB, Procurement Coordinator, at dpyle@sjcfl.us.

Sincerely,

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


County Representative/Signature

Date: 5/20/2021

Jaime T. Locklear, MPA, CPPO, CPPB
Assistant Director of Purchasing & Contracts
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@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: James Overton/Scott Trigg
FROM: David E. Pyle; Procurement Coordinator
SUBJECT: Bid No. 21-93 Purchase SR 207 Water Main Extension Materials
DATE: May 19, 2021

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

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

Department Head Approval Scott Trigg

Date 5/19/21

Budget Amount \$2.3 million

Account Funding Title SR 207 WM Extension - Phase 2

Funding Charge Code 4484-56302-6187-56302

Award to Ferguson Waterworks

Award Amount \$2,317,003.00

BID NO: 21-93

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

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

DATE SUBMITTED: May 19, 2021

BID PROPOSAL OF

Ferguson Waterworks		
Full Legal Company Name		
9692 Florida Mining Blvd. W, Jacksonville, FL 32257	904-268-2551	904-268-2053
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 21-93; Purchase of SR 207 Water Main Extension Materials** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials and all other incidentals necessary to comply with the Contract Documents to submit the following Bid Proposal.

TOTAL UNIT PRICE BID PRICE

The Total Unit Price Bid is the sum of all unit prices for items on the Unit Price List, including freight.

\$ 2,325,339.00
Total Unit Price Bid (Numerical)

Two Million three hundred twenty five thousand three hundred thirty nine and zero cents /100 Dollars
Total Unit Price Bid (Amount written or typed in words)

The "Total Unit Price Bid" shall be the amount derived from adding all unit prices from the Unit Price Sheet. In the event of a discrepancy between unit prices and total price, the unit price shall govern over the extended or total price of each item.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

DELIVERY ARO: 150 days

Bidders shall insert the estimated timeframe for delivery in the space above in consecutive calendar days.

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: 1 Date Received: May 13, 2021

No: 2 Date Received: May 14, 2021

No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that a full examination of the locations of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid by the County within thirty (30) consecutive calendar days for the time set from the time set for 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 Purchase Order presented by the Owner.

The undersigned pledges to provide the materials and services as specified in the Bid Documents barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

BID NO: 21-93

CORPORATE/COMPANY

Full Legal Company Name: Ferguson Waterworks (Seal)

By: Rob Pinkston Branch Manager
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 9692 Florida Mining Blvd. W, Jacksonville, FL 32257

Telephone No.: (904) 268-2551 Fax No.: (904) 268-2053

Email Address for Authorized Company Representative: rob.pinkston@ferguson.com

Federal I.D. Tax Number: 54-1473338 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" – Unit Price Sheet
 - Attachment "B" – St Johns County Board of County Commissioners Affidavit
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Proof of Insurance
 - Attachment "G" – Drug Free Workplace Form
 - Attachment "H" – Claims, Liens, Litigation History
 - Attachment "I" – Local Preference
 - Attachment "J" – E-Verify Affidavit
 - Fully Acknowledged Addenda Applicable to this bid
 - Exhibit "A" – Specifications.

Official County Bid Form and Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" 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.

ADDENDUM #1

**ATTACHMENT "A"
UNIT PRICE SHEET**

Bidders shall insert the unit and extended prices for each item listed in the price sheet below. In the event of an error between the unit price and extended price, the unit price shall prevail over any extended price.

Description	Quantity	Units	Unit Price	Total Price
HDPE PIPE				
30" DR11 HDPE	4100	LF	\$ 172.65	\$ 707,865.00
PVC Pipe				
24" DR25 PVC	9700	LF	\$ 105.50	\$ 1,023,350.00
6" DR18 PVC	40	LF	\$ 9.25	\$ 370.00
MJ Restraints + Kit				
30" Megalug Not needed	8	EA	\$ 1,042.00	\$ 8,336.00
30" HDPE MJ Adapter	8	EA	\$ 3,160.00	\$ 25,280.00
24" Megalug	22	EA	\$ 394.00	\$ 8,668.00
6" MJ Restraint	4	EA	\$ 49.00	\$ 196.00
Bell Restraints + Kit				
24" Bell Restraint	480	EA	\$ 845.00	\$ 405,600.00
Ductile Iron Fittings				
30"x24" MJ Reducer	8	EA	\$ 1,341.00	\$ 10,728.00
24" MJ Plug	1	EA	\$ 767.00	\$ 767.00
24" MJ 11.25° Bend	1	EA	\$ 948.00	\$ 948.00
24"x6" MJ Tee	1	EA	\$ 1,082.00	\$ 1,082.00
6" MJ 90° Bend	1	EA	\$ 91.00	\$ 91.00
Valves & Fire Hydrant Assemblies				
5-1/4" Fire Hydrant per SJCUD Standards	1	EA	\$ 1,826.00	\$ 1,826.00
24" MJ Gate Valve	6	EA	\$ 14,665.00	\$ 87,990.00
6" MJ Gate Valve	1	EA	\$ 507.00	\$ 507.00
3M EMS Ball Marker (Blue)	7	EA	\$ 10.00	\$ 70.00
Valve Box (Cast Iron Water)	7	EA	\$ 47.00	\$ 329.00
Valve Brass Id Tags	7	EA	\$ 12.00	\$ 84.00
Air Release Assembly (see SJCUD Standards)				
24"x2" Tapping Saddle	6	EA	\$ 210.00	\$ 1,260.00
2" Ball Corp Stop	6	EA	\$ 195.00	\$ 1,170.00
2" 316 SS Compression Fitting w/ MNPT Thread	6	EA	\$ 59.00	\$ 354.00
2" 316 SS Ball Valve	6	EA	\$ 150.00	\$ 900.00
2" 316 SS MNPT Nipple (6" length)	6	EA	\$ 16.00	\$ 96.00
2"x1" 316 SS Reducing Bushing	6	EA	\$ 11.00	\$ 66.00
2" DR9 HDPE Tubing (100')	6	EA	\$ 140.00	\$ 840.00

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ARI D-040 Combination Air/Vacuum Valve	6	EA	\$ 187.00	\$ 1,122.00
UV Resistant PE Enclosure (Blue)	6	EA	\$ 505.00	\$ 3,030.00
Sample Points (see SJCUD Standards)				
24"x3/4" Double Strap Service Saddle	10	EA	\$ 189.00	\$ 1,890.00
3/4" Ball Corp Stop	10	EA	\$ 28.00	\$ 280.00
3/4"x1/2" Bushing	10	EA	\$ 2.00	\$ 20.00
1/2" Sample Tap	10	EA	\$ 12.00	\$ 120.00
Locate Wire & Misc (see SCJUD Standards)				
10 AWG CU UF Blue Tracer Wire (500')	24	EA	\$ 95.00	\$ 2,280.00
11x18x12 Meter Box with Lid	24	EA	\$ 99.00	\$ 2,376.00
3"x1000' Detectable Tape (5.0mil Water)	14	EA	\$ 32.00	\$ 448.00
Freight Will deduct if County arranges offloading of material.	1	LS	\$25,000	\$ 25,000
Total Unit Price				\$ 2,325,339.00

Price for freight shall be for delivery of all items, even if multiple deliveries are required.

Total Unit Price shall include extended prices for all items and freight. No other costs, charges, fees, or amounts shall be billed to the County for provision of the specified items. All pricing above shall be final pricing.

BID TITLE

Bid 21-93 Purchase of SR 207 Water Main Extension Materials

**ST. JOHNS COUNTY
BID TABULATION**

OPENED BY
TABULATED BY
VERIFIED BY

DAVID E. PYLE
APRIL BACON
DAVID E. PYLE

BID NUMBER

21-93

OPENING DATE/TIME

May 19, 2021 2:00 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.

POSTING DATE/TIME

FROM
05/20/21
4:00 PM

UNTIL
05/25/21
4:00 PM

PAGE(S) 1 of 1

BIDDERS	TOTAL BID PRICE						
Ferguson Waterworks	\$2,325,339.00						
REVISED							

BID AWARD DATE - _____

Original

BID NO: 21-93

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

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

DATE SUBMITTED: May 19, 2021

BID PROPOSAL OF

<u>Ferguson Waterworks</u>		
Full Legal Company Name		
<u>9692 Florida Mining Blvd. W, Jacksonville, FL 32257</u>	<u>904-268-2551</u>	<u>904-268-2053</u>
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents and Specifications entitled for Bid No: 21-93; Purchase of SR 207 Water Main Extension Materials in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials and all other incidentals necessary to comply with the Contract Documents to submit the following Bid Proposal.

TOTAL UNIT PRICE BID PRICE

The Total Unit Price Bid is the sum of all unit prices for items on the Unit Price List, including freight.

\$ 2,387,129.00
Total Unit Price Bid (Numerical)

Two Million three hundred eighty seven thousand one hundred twenty nine and zero cents /100 Dollars
Total Unit Price Bid (Amount written or typed in words)

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St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

DELIVERY ARO: 150 days

Bidders shall insert the estimated timeframe for delivery in the space above in consecutive calendar days.

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: 1 Date Received: May 13, 2021

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No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that a full examination of the locations of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

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The undersigned pledges to provide the materials and services as specified in the Bid Documents barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

BID NO: 21-93

CORPORATE/COMPANY

Full Legal Company Name: Ferguson Waterworks (Seal)

By:  Rob Pinkston Branch Manager
Signature of Authorized Representative (Name & Title typed or printed)

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

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Email Address for Authorized Company Representative: rob.pinkston@ferguson.com

Federal I.D. Tax Number: 54-1473338 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" – Unit Price Sheet
 - Attachment "B" – St Johns County Board of County Commissioners Affidavit
 - Attachment "C" – License / Certification List
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Total Unit Price				\$ 2,387,129.00

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BID NO: 21-93

ATTACHMENT "B"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Rob Pinkston who being duly sworn, deposes and says he is Branch Manager (Title) of the firm of Ferguson Waterworks Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 21-93; Purchase of SR 207 Water Main Extension Materials, 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.

Ferguson Waterworks
(Bidder)

Sworn and subscribed to me this 19th day
of May, 2021.

By: [Signature]
Branch Manager
(Title)

Notary Public:
[Signature]
Signature
Holly S. Kinas
Printed

My commission Expires: 6-18-23

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



BID NO: 21-93

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

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

The bidder shall attach a copy of each current license, and certifications listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License	F01000002345	State of Florida	12/31/2021

State of Florida

Department of State

I certify from the records of this office that FERGUSON US HOLDINGS, INC. is a Virginia corporation authorized to transact business in the State of Florida, qualified on May 1, 2001.

The document number of this corporation is F01000002345.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on March 22, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of May, 2021*



Randy Be
Secretary of State

Tracking Number: 5558091927CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BID NO: 21-93

ATTACHMENT "D"

LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

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

The bidder shall attach a copy of each current license for the Sub-Contractor(s) listed below to this form.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
N/A			

BID NO: 21-93

ATTACHMENT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 21-93: Purchase of SR 207 Water Main Extension Materials

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.

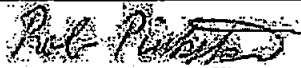


The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Ferguson Waterworks

Authorized Representative(s) :



Rob Pinkston Branch Manager

Signature

Print Name/Title

Signature

Print Name/Title

BID NO: 21-93



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2021

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).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Property & Casualty Insurance Company INSURER C: Indemnity Insurance Company of North America INSURER D: ACE Fire Underwriters Insurance Company INSURER E: INSURER F:	NAIC # 22667 20699 43575 20702

COVERAGES **CERTIFICATE NUMBER: W20938884** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HDO G72497466	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000	
							MED EXP (Any one person) \$ 5,000	
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 5,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 10,000,000	
	<input type="checkbox"/> OTHER:						PRODUCTS - COMP/OP AGG \$ 10,000,000	
A	AUTOMOBILE LIABILITY			ISA H25550018	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> AUTO ONLY SELF INSURED	<input checked="" type="checkbox"/> AUTOS ONLY PHYSICAL DAMAGE						\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		XOOG72519802 001	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION S					\$	
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			WLR C67806943	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 2,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000	
A	Workers' Compensation & Employers Liability - AZ/CA/MA Per Statute			WLR C67806980	05/01/2021	05/01/2022	E.L. Each Accident \$2,000,000	
							E.L. Disease - Pol Lmt \$2,000,000	
							E.L. Disease-Each Emp \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Policy WLR C67806943 provides coverage for AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV.
SEE ATTACHED

CERTIFICATE HOLDER St. Johns County, a political subdivision of the state of florida 500 San Sebastian View St. Augustine, FL 32084	CANCELLATION 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
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

County is included as an Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations and Auto Liability.

County is included as an Additional Insured under Umbrella/Excess Liability, as required by written contract.

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company **NAIC#: 20702**
POLICY NUMBER: RWC C67807029 **EFF DATE:** 05/01/2021 **EXP DATE:** 05/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation & Employers Liability - WI Per Statute	E.L. Each Accident	\$2,000,000
	E.L. Disease -Pol Lmt	\$2,000,000
	E.L. Disease-Each Emp	\$2,000,000

As of 1/29/2021

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

<u>Entity Name</u>	<u>Entity Name</u>
AC Wholesalers	Ferguson HVAC – EastWest Air
ACF Environmental (effective 11/16/2020)	Ferguson HVAC – Lyon Conklin
Action Automation, a Wolsley Industrial Group company (eff 8/20/2018)	Ferguson Integrated Services
Action Plumbing Supply (effective 7/15/2019)	Ferguson International
ADL (effective 7/16/2018)	Ferguson Panama, S.A.
Alaska Pipe & Supply	Ferguson Parts & Packaging
Amerock, LLC (effective 1/11/2021)	Ferguson Valve & Automation
Amerock Holdings, Inc. (effective 1/11/2021)	Ferguson Waterworks
Andrews Lighting & Hardware Gallery	Ferguson Waterworks - Municipal Pipe
The Ar-Jay Center	Ferguson Waterworks - Red Hed
Atlantic American Fire Equipment Company	Ferguson Waterworks EPPCO
Avallon Global	Ferguson Waterworks International
BAC Appliance Center	Galleria Bath & Kitchen Showplace
Bath + Beyond	Grand Junction Pipe (effective 9/24/2018)
Bayport Partners, LLC	HM Wallace, Inc.
Blackman Plumbing Supply, LLC (effective 12/11/2018)	H. P. Products Corporation
Brack-McVey (effective 7/30/2018)	HP Logistic, Inc.
Bruce-Rogers Company	Improvement Brands Holdings, Inc.
Build.com, Inc. (fka Improvement Direct, Inc.)	Industrial Hub of the Carolinas
Cal-Stream	Innovative Soil Solutions LLC (effective 7/29/2019)
Capital Distributing (effective 10/29/2018)	James Martin Signature Vanities, LLC (effective 1/28/2019)
City Lights Design Showroom	J&G Products
CFP	Jones Stephens Corp. (effective 8/13/2018)
Clawfoot Supply, LLC	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
Cline Contract Sales	J.D. Daddario Company
Columbia Pipe & Supply LLC (eff 3/13/2020)	Joseph G. Pollard Co.
Custom Lighting & Hardware	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Davies Water	Karl's Appliances
DBS Holdings, Inc.	Kitchen Art (effective 2/4/2019)
Dealeternet	Lakeland Plumbing Supply, LLC
Duhig Stainless (effective 3/12/2018)	Lighting Design Center
Energy & Process Corporation	Lighting Unlimited
Equarius Waterworks, Meter & Automation Group	Lincoln Products
Factory Direct Appliance	Linwood Pipe and Supply
Ferguson Bath & Kitchen Gallery	Living Direct, Inc.
Ferguson Bath, Kitchen & Lighting Gallery	Louisiana Utilities Supply Company
Ferguson.com~	LUSCO
Ferguson CESCO, Inc.	Mahwah Realty, LLC
Ferguson Direct	Maskir Properties Inc.
Ferguson CeSCO, Inc.	Matera Paper Company, Inc.
Ferguson Enterprises, Inc.	Max Industries, Ltd. (effective 1/28/2019)
Ferguson Enterprises, LLC	McFarland Supply
Ferguson Enterprises of Virginia, LLC	MFP Design (effective 3/25/2020)
Ferguson Facilities Supply (FEI)	Michigan Meter
Ferguson Facilities Supply (for Matera Paper -TX only)	Millennium Lighting, Inc. (effective 8/27/2018)
Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)	Mission Valley Pipe (effective 6/3/2019)
Ferguson Fire & Fabrication, Inc.	Mississippi Utility Supply Co. (MUSCO)
Ferguson Fire & Fabrication International	Myers HVAC Supply
Ferguson Heating & Cooling	National Fire Products
Ferguson Hospitality Sales	New Jersey Plumbing Group, LLC
Ferguson HVAC – Air Cold	New York Plumbing Designs, LLC

As of 1/29/2021

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST	
<u>Entity Name</u>	<u>Entity Name</u>
	Wolseley de Puerto Rico, Inc.
North Point Plumbing Supply, LLC	Wolseley Financial Services
Orange County Plumbing Group, LLC	Wolseley Industrial Group
Palm Designs LLC	Wolseley Integrated de Mexico S.A. de C.V.
PCS Industries	Wolseley Investments North America, Inc.
PL Sourcing	Wolseley Investments, Inc.
Plumb Source	Wolseley NA Construction Services, LLC
Plumbing Décor	Wolseley NA Finance, Inc.
Plumbing Holdings Corp.	Wolseley Staffing de Mexico S.A. de C.V.
Pollardwater	WPCC Forwarding
Powell Pipe & Supply Co.	Wright Plumbing Supply
Power Equipment Direct Inc.	
Process Instruments & Controls, LLC (effective 9/9/2019)	
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
RB Huntington Realty, LLC	
Rencor Controls (effective 3/16/2020)	
Robertson Supply (effective 11/19/2018)	
Rocky Hollow Realty, LLC	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub, LLC (effective 7/31/2018)	
SG Supply Co.	
Ship-Pac	
Signature Hardware	
SimplyPlumbing, LLC	
SOS Sales	
Southampton Realty Corp.	
Stock Loan Services, LLC	
Supply.com	
Tarpon Wholesale Supplies	
The Davidson Group	
The Plumbing Source	
The Stock Market	
Tinkar Realty, LLC	
TotalFab, LLC	
TPW Kitchen & Bath	
Wallwork (effective 12/10/2018)	
Wanlyn Realty Corp.	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wholesale Group	
Wholesale Group Operations, Inc.	
Wolseley (Barbados) Ltd	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.
This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional Insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Ferguson US Holdings, LLC			Endorsement Number
Policy Symbol ISA	Policy Number H25550018	Policy Period 05/01/2021-05/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

- D. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

The amount we will pay for damages is limited as described in Section IV - Limits of Insurance.

II. WHO IS AN INSURED

- A. The following are "insured's":

1. The Named Insured named in Item 1 of the Declarations of this policy is an "insured".
2. Any subsidiary of the Named Insured named in Item 1 of the Declarations of this policy, and any other organization under your control and active management at the inception date of this policy is an "insured", providing such subsidiary or organization is included as an insured in the "underlying insurance", and was made known to us prior to or at the inception date of this policy;
3. If you are designated in the Declarations, as:
 - a. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
 - c. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
 - e. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

- B. Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are "insureds" for:
 - a. "Bodily injury" or "personal and advertising injury":
 - (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (2) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph a.(1) above;
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1) or (2) above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.
 - b. "Property damage" to property:
 - (1) Owned, occupied or used by you,
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

2. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
3. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
4. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an "insured" if it also qualifies as an insured in "underlying insurance" and there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
 - b. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. We reserve the right to charge an additional premium if such organization qualifies as an "insured."
6. Any person or organization, if insured under "underlying insurance", provided that coverage provided by this policy for any such insured will be no broader than coverage provided by "underlying insurance".

Notwithstanding anything above, no person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

III. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We will have the right and duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury", even if groundless, false or fraudulent, to which this insurance applies:
 1. When damages sought would be covered by "underlying insurance" but are not covered by that insurance because of the exhaustion of the applicable limits of "underlying insurance" by the payment of "loss" covered by this policy; or
 2. When damages sought would be covered under any "other insurance" but are not covered by that insurance because of the exhaustion of the applicable limits of "other insurance" by the payment of "loss" covered under such "other insurance"; or
 3. When damages sought for "bodily injury", "property damage" or "personal and advertising injury" are not covered by "underlying insurance" or any "other insurance", or any applicable self-insured retention has been exhausted by the payment of "loss" covered by this policy.
- B. We will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.
- C. We will have the right but not the duty to associate in the investigation of any claim and the defense of any "suit" which may, in our opinion, result in damages to which this insurance applies.
- D. If we assume the defense of any "suit" against the "insured", we will pay in addition to the applicable Limit of Insurance:
 1. All expenses we incur.
 2. Up to \$250 for cost of bail bonds because of an "occurrence" that may result in "bodily injury" or "property damage" covered by this policy. We do not have to furnish these bonds.

ATTACHMENT "G"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Ferguson Waterworks _____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

May 19, 2021

Date

ATTACHMENT "H"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

- 1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, sub-vendor or supplier resulting from a construction dispute? Yes _____ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
 Amount at issue: _____ Name(s) of the attorneys representing all parties:

Amount actually recovered, if any: _____
 Name(s) of the project owner(s)/manager(s) to include address and phone number:

- 2. List all pending litigation and or arbitration.
- 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
- 4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien. _____

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes _____ No X If yes, please explain in detail: _____

- 6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes X No _____
 If no, please explain why? _____

- 7. List the status of all pending claims currently filed against your company: _____

Liquidated Damages

- 1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

ATTACHMENT "I"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "I" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "I".


In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business, located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual X



Signature – Authorized Respondent Representative

Rob Pinkston Branch Manager

Printed Name & Title

May 19, 2021

Date of Signature

ATTACHMENT "J"

E-VERIFY AFFIDAVIT

Contract No.: BID 21-93 Purchase of SR 207 Water Main Extension Materials

STATE OF Florida
COUNTY OF Duval

I, Rob Pinkston (hereinafter "Affiant"), being duly authorized by and on behalf of Ferguson Waterworks (hereinafter "Contractor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 21-93 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.;
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 19th day of May, 2021.

[Signature]

Signature of Affiant

Rob Pinkston

Printed Name of Affiant

Branch Manager

Printed Title of Affiant

Ferguson Waterworks

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19th day of May, 2021, by Rob Pinkston: {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: 6-18-23





St. Johns County Board of County Commissioners

Purchasing Division

May 13, 2021

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 21-93: Purchase of SR 207 Water Main Extension Materials

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 your proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Changes: Replace Pages 18 and 19: Attachment "A", Unit Price Sheet within the bid document with the new Attachment "A", "Unit Price Sheet" attached.

Questions/Answers

1. I wanted to clarify that it will be required that the vendor shall be responsible for off-loading all items for each shipment at the designated location of 4428 Golf Ridge Drive, Elkton, FL 32033 without the assistance of the county or contractor installing the material?

Answer: Correct

2. If it is the case that the vendor must be required to off-load the material, will a SJCUD representative be on site to verify and sign for the material and quantities that are delivered?

Answer: It is the intent for the awarded vendor and SJCUD representative coordinate the delivery so that the SJCUD representative or designee be on site for the delivery.

3. Is there a maximum number of days the vendor has to deliver all materials after a notice to proceed to the designated location, (when does all material have to be on site)?

Answer: The estimated delivery times should be provided as part of the Bid Form and will be finalized as part of the awarded contract.

4. Is it the county's intent to award this to one vendor if they can deliver all material by a certain time frame or will the county award each item of the bid to the lowest bidder per item?

Answer: As stated within the bid document, the County shall award one or more bid(s) that best serves the interests of the St. Johns County.


5. Can you verify if a bid bond is required for bid 21-93, SR 207 Water Main Extension Materials?

Answer: No; a Bid Bond is required.

THE BID DUE DATE REMAINS: Wednesday, May 19, 2021 AT 2:00 P.M.

Acknowledgment

Sincerely,

 May 13, 2021

Signature and Date

David E. Pyle, CPPB
Procurement Coordinator

Rob Pinkston Branch Manager

Printed Name/Title

Ferguson Waterworks

Company Name (Print)

END OF ADDENDUM NO. 1

Attached: Attachment "A", Unit Price Sheet (pages 18 & 19)



St. Johns County Board of County Commissioners

Purchasing Division

May 14, 2021

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 21-93: Purchase of SR 207 Water Main Extension Materials

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 your proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Clarification: In Addendum #1, the answer to question #5 concerning the requirement for a Bid Bond should read "No, a Bid Bond is NOT required for Bid 21-93".

Questions/Answers:

1. Does the 30" DR11 HDPE pipe need to be DIPS (Ductile Iron Pipe Size) or IPS (Iron Pipe Size)?

Answer: DIPS (Ductile Iron Pipe Size).

THE BID DUE DATE REMAINS: Wednesday, May 19, 2021 AT 2:00 P.M.

Acknowledgment

Sincerely,

Rob Pinkston May 14, 2021
Signature and Date

David E. Pyle, CPPB
Procurement Coordinator

Rob Pinkston Branch Manager
Printed Name/Title

Ferguson Waterworks
Company Name (Print)

END OF ADDENDUM NO. 2

SPECIFICATIONS

MINIMUM SPECIFICATIONS

1. The items provided by the Vendor, in accordance with this Bid shall meet the specifications provided in the SJCUD "Manual of Water, Wastewater and Reuse Design Standards and Specifications". Bidders may access this manual through the following link:

<http://www.sjcfi.us/Utilities/media/DevGroup/WaterStds&SpecsManual.pdf>

2. Shipments shall be FOP Destination to the following address: 4428 Golf Ridge Drive, Elkton, FL, 32033.
3. Deliveries shall be between 8:00am and 4:00pm, Monday through Thursday, except for County observed holidays.
4. Upon award, Vendor shall provide mode of delivery, number of transports and if the delivery will require split delivery dates.
5. Vendor will be responsible for off-loading all items for each shipment at the designated location.

SEALED BID MAILING LABEL

BID NO: 21-93

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

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

DATE SUBMITTED: May 19, 2021

BID PROPOSAL OF

Ferguson Waterworks
Full Legal Company Name

9692 Florida Mining Blvd. W, Jacksonville, FL 32257

904-268-2551

904-268-2053

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 21-93; Purchase of SR 207 Water Main Extension Materials** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials and all other incidentals necessary to comply with the Contract Documents to submit the following Bid Proposal.

TOTAL UNIT PRICE BID PRICE

The Total Unit Price Bid is the sum of all unit prices for items on the Unit Price List, including freight.

\$ 2,325,339.00

Total Unit Price Bid (Numerical)

Two Million three hundred twenty five thousand three hundred thirty nine and zero cents /100 Dollars

Total Unit Price Bid (Amount written or typed in words)

The "Total Unit Price Bid" shall be the amount derived from adding all unit prices from the Unit Price Sheet. In the event of a discrepancy between unit prices and total price, the unit price shall govern over the extended or total price of each item.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

DELIVERY ARO: 150 days

Bidders shall insert the estimated timeframe for delivery in the space above in consecutive calendar days.

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: 1 Date Received: May 13, 2021

No: 2 Date Received: May 14, 2021

No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that a full examination of the locations of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid by the County within thirty (30) consecutive calendar days for the time set from the time set for 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 Purchase Order presented by the Owner.

The undersigned pledges to provide the materials and services as specified in the Bid Documents barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

BID NO: 21-93

CORPORATE/COMPANY

Full Legal Company Name: Ferguson Waterworks (Seal)

By: Rob Pinkston Branch Manager
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 9692 Florida Mining Blvd. W, Jacksonville, FL 32257

Telephone No.: (904) 268-2551 Fax No.: (904) 268-2053

Email Address for Authorized Company Representative: rob.pinkston@ferguson.com

Federal I.D. Tax Number: 54-1473338 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" – Unit Price Sheet
 - Attachment "B" – St Johns County Board of County Commissioners Affidavit
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Proof of Insurance
 - Attachment "G" – Drug Free Workplace Form
 - Attachment "H" – Claims, Liens, Litigation History
 - Attachment "I" – Local Preference
 - Attachment "J" – E-Verify Affidavit
 - Fully Acknowledged Addenda Applicable to this bid
 - Exhibit "A" – Specifications.

Official County Bid Form and Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" 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.

ADDENDUM #1
ATTACHMENT "A"
UNIT PRICE SHEET

Bidders shall insert the unit and extended prices for each item listed in the price sheet below. In the event of an error between the unit price and extended price, the unit price shall prevail over any extended price.

Description	Quantity	Units	Unit Price	Total Price
HDPE PIPE				
30" DR11 HDPE	4100	LF	\$ 172.65	\$ 707,865.00
PVC Pipe				
24" DR25 PVC	9700	LF	\$ 105.50	\$ 1,023,350.00
6" DR18 PVC	40	LF	\$ 9.25	\$ 370.00
MJ Restraints + Kit				
30" Megalug Not needed	8	EA	\$ 1,042.00	\$ 8,336.00
30" HDPE MJ Adapter	8	EA	\$ 3,160.00	\$ 25,280.00
24" Megalug	22	EA	\$ 394.00	\$ 8,668.00
6" MJ Restraint	4	EA	\$ 49.00	\$ 196.00
Bell Restraints + Kit				
24" Bell Restraint	480	EA	\$ 845.00	\$ 405,600.00
Ductile Iron Fittings				
30"x24" MJ Reducer	8	EA	\$ 1,341.00	\$ 10,728.00
24" MJ Plug	1	EA	\$ 767.00	\$ 767.00
24" MJ 11.25° Bend	1	EA	\$ 948.00	\$ 948.00
24"x6" MJ Tee	1	EA	\$ 1,082.00	\$ 1,082.00
6" MJ 90° Bend	1	EA	\$ 91.00	\$ 91.00
Valves & Fire Hydrant Assemblies				
5-1/4" Fire Hydrant per SJCUD Standards	1	EA	\$ 1,826.00	\$ 1,826.00
24" MJ Gate Valve	6	EA	\$ 14,665.00	\$ 87,990.00
6" MJ Gate Valve	1	EA	\$ 507.00	\$ 507.00
3M EMS Ball Marker (Blue)	7	EA	\$ 10.00	\$ 70.00
Valve Box (Cast Iron Water)	7	EA	\$ 47.00	\$ 329.00
Valve Brass Id Tags	7	EA	\$ 12.00	\$ 84.00
Air Release Assembly (see SJCUD Standards)				
24"x2" Tapping Saddle	6	EA	\$ 210.00	\$ 1,260.00
2" Ball Corp Stop	6	EA	\$ 195.00	\$ 1,170.00
2" 316 SS Compression Fitting w/ MNPT Thread	6	EA	\$ 59.00	\$ 354.00
2" 316 SS Ball Valve	6	EA	\$ 150.00	\$ 900.00
2" 316 SS MNPT Nipple (6" length)	6	EA	\$ 16.00	\$ 96.00
2"x1" 316 SS Reducing Bushing	6	EA	\$ 11.00	\$ 66.00
2" DR9 HDPE Tubing (100')	6	EA	\$ 140.00	\$ 840.00

ADDENDUM #1

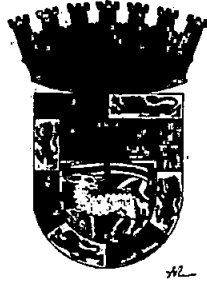
**ATTACHMENT "A"
UNIT PRICE SHEET**

Bidders shall insert the unit and extended prices for each item listed in the price sheet below. In the event of an error between the unit price and extended price, the unit price shall prevail over any extended price.

ARI D-040 Combination Air/Vacuum Valve	6	EA	\$ 187.00	\$ 1,122.00
UV Resistant PE Enclosure (Blue)	6	EA	\$ 505.00	\$ 3,030.00
Sample Points (see SJCUD Standards)				
24"x3/4" Double Strap Service Saddle	10	EA	\$ 189.00	\$ 1,890.00
3/4" Ball Corp Stop	10	EA	\$ 28.00	\$ 280.00
3/4"x1/2" Bushing	10	EA	\$ 2.00	\$ 20.00
1/2" Sample Tap	10	EA	\$ 12.00	\$ 120.00
Locate Wire & Misc (see SCJUD Standards)				
10 AWG CU UF Blue Tracer Wire (500')	24	EA	\$ 95.00	\$ 2,280.00
11x18x12 Meter Box with Lid	24	EA	\$ 99.00	\$ 2,376.00
3"x1000' Detectable Tape (5.0mil Water)	14	EA	\$ 32.00	\$ 448.00
Freight Will deduct if County arranges offloading of material.	1	LS	\$25,000	\$ 25,000
Total Unit Price				\$ 2,325,339.00

Price for freight shall be for delivery of all items, even if multiple deliveries are required.

Total Unit Price shall include extended prices for all items and freight. No other costs, charges, fees, or amounts shall be billed to the County for provision of the specified items. All pricing above shall be final pricing.



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

BID NO: 21-93

Purchase of SR 207 Water Main Extension Materials

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904.209.0150
www.sjcfcl.us/Purchasing/index.aspx**

FINAL: 4/30/21

Bid No: 21-93; Purchase of SR 207 Water Main Extension Materials

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Unit Price Sheet

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

“C” – License/Certification List

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

“E” – Conflict of Interest Disclosure Form

“F” – Proof of Insurance

“G” – Drug Free Workplace Form

“H” – Claims, Liens, Litigation History

“I” – Local Preference

“J” – E-Verify Affidavit

Material Specifications:

Link: <http://www.sjcfcl.us/Utilities/media/DevGroup/WaterStds&SpecsManual.pdf>

Exhibit “A” Specifications

Sealed Bid Mailing Label

END OF TABLE OF CONTENTS

BID NO: 21-93

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received **until 2:00 PM EDST on Wednesday, May 19, 2021** by the St. Johns County Purchasing Division, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 21-93; Purchase of SR 207 Water Main Extension Materials**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received in the Purchasing Division after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The Vendor shall provide, deliver and offload all materials awarded to the St Johns County Utility Department at the designated location. All shipment(s) shall be FOB Destination. The County reserves the right to award to multiple vendors as required to serve the best interests of the County.

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # **21-93**. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx>. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact.

Any and all questions shall be directed, *in writing*, to the County's Designated Point of Contact: Mr. David Pyle, CPPB, Procurement Coordinator, SJC Purchasing Division via email to dpyle@sjcfl.us. Questions are due no later than four o'clock **(4:00PM EDST) on Thursday, May 13, 2021**, 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. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, bidders may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

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
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

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: 21-93; Purchase of SR 207 Water Main Extension Materials

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 if 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.

Vendor An individual or firm having a contract, or authorized under purchase order 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.

Sub-vendor A party who contracts with a prime vendor 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 Bid Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the project requirements and local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bid

Documents without exceptions.

BID DOCUMENTS

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing, as stated in the Notice to Bidders. Complete sets of Bid 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 Bid Documents. The Owner, in making copies of the Bid 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 BID DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him at least **eight (8) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid 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 Bid Documents by the Owner or its Representative **five (5) 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 Bid 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 **eight (8) 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.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is David E. Pyle, CPPB, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be directed, *in writing*, via email to dpyle@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

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 EDST) on **Thursday May 13, 2021** 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 Bid Documents. Copies of Addenda will be made available for inspection wherever Bid 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 must be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein by or before **Wednesday, May 19, 2021 at 2:00PM EDST**. All blanks on the Bid Form must 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: 21-93; Purchase of SR 207 Water Main Extension Materials”**.

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 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
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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 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 Total 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 Total Unit Price Bid 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 the lowest responsible Bidder(s), based upon the lowest total unit price bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the purchase. The County reserves the right to separate the award to multiple bidders if doing so provides a cost savings, and serves the best interest of the County. The quantities are for bidding purposes only and do not obligate the County to purchase items at the provided quantities.

If an award is made, it will be awarded within a minimum of thirty (30) days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

LOCAL PREFERENCE

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award (see **Attachment "I"**).

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

MINIMUM QUALIFICATION OF CONTRACTORS

Bidders must have, and show proof of the following:

1. Must be fully licensed to do business in the State of Florida;
2. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County

Bidder's must complete and submit with each copy of their Bid Proposal "**Attachment "C"** – License/Certification List and attach a copy of any and all licenses/certifications/permits.

SAFETY & RELIABILITY

As part of assessing each bidder's reliability and safety record, each prospective bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of all of the bidder's manufacturing and distribution facilities that serve the Florida market. Additionally, each bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three (3) years (with the names blocked out for privacy reasons) for ALL of the facilities that serve the Florida market. If the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well. The County may require a site visit of the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process. Also, Bidders must state where the chemicals purchased by the County are being stored and shipped from in order to meet the obligation of the contract agreement.

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.

EMPLOYMENT ELIGIBILITY and MANDATORY USE of E-VERIFY

As a condition precedent to issuance of a purchase order, and in accordance with Section 448.095, F.S., Vendor and its sub-

contractors or material suppliers shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the sub-vendor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit until final acceptance of materials delivered.
- b. The County, Vendor, or any sub-contractor or material supplier who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a sub-vendor knowingly violated these provisions regarding employment eligibility, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.
- d. The County and Vendor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Vendor acknowledges that, in the event that the County terminates the award for Contractor's breach of these provisions regarding employment eligibility, then Vendor may not be awarded a public contract for at least one (1) year after such termination. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of the County's termination for breach of these provisions regarding employment eligibility.
- f. Vendor shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

INSURANCE

The Vendor 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 Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor 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 Vendor 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 Vendor shall maintain during the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Vendor 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 Vendor or by anyone directly employed by or contracting with the Contractor.

The Vendor shall maintain during the life of the awarded Agreement, 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 Vendor shall maintain during the life of the awarded Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

The Vendor shall maintain during the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Vendor 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 Vendor by anyone directly or indirectly employed by a Contractor.

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 Vendor 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 Vendor, a Sub-Vendor, 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 vendor, a sub-vendor, 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 Vendor or a Sub-Vendor under workers' compensation acts, disability benefits acts or other employee benefits acts.

FORCE MAJEURE; DELAYS

Force Majeure: Vendor shall not be liable for failure to carry out the terms of this solicitation to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of the award due to any one of the following circumstances beyond the control of the Vendor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Vendor shall not be compensated for delays caused by Vendor's inefficiency, rework made necessary by Vendor's work error, failure to perform deliveries as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly carry out the terms of the award. Neither shall the Vendor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Vendor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the terms of the award affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County Vendor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the delivery date(s) may be extended as necessary to compensate for the delay. All time extensions shall be agreed to in writing by both parties.

GOVERNING LAWS & REGULATIONS

The Vendor 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 award 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.

OSHA REQUIREMENTS

The Vendor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and vendor employee incidents.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Vendor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable

Sectors. Vendor further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the vendor and their employees shall be ANSI certified and meet OSHA standards.

TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

Vendor will ensure that Vendor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocutation Hazards.

TOXIC SUBSTANCES / FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Vendor(s) shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each Vendor bring their hazardous communication program and SDS in a binder labeled with the Vendor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, Vendors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this solicitation shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Vendor's performance constitutes an act on behalf of the County, Vendor shall comply with all requirements of Florida's public records law. Specifically, if Vendor is expressly authorized, and acts on behalf of the County, Vendor 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 solicitation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law and following completion of terms of the award, if the Vendor does not transfer the records to the County; and
- (4) Upon completion of terms of the award, Vendor shall transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the Services.

If the Vendor transfers all public records to the County upon completion of work, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records, the Vendor 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.

Failure by the Vendor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of an award by the County.

IF THE VENDOR 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:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 21-93

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

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 Bid Documents and Specifications entitled for **Bid No: 21-93; Purchase of SR 207 Water Main Extension Materials** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials and all other incidentals necessary to comply with the Contract Documents to submit the following Bid Proposal.

TOTAL UNIT PRICE BID PRICE

The Total Unit Price Bid is the sum of all unit prices for items on the Unit Price List, including freight.

\$ _____
Total Unit Price Bid (Numerical)

_____/100 Dollars
Total Unit Price Bid (Amount written or typed in words)

The "Total Unit Price Bid" shall be the amount derived from adding all unit prices from the Unit Price Sheet. In the event of a discrepancy between unit prices and total price, the unit price shall govern over the extended or total price of each item.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

DELIVERY ARO: _____

Bidders shall insert the estimated timeframe for delivery in the space above in consecutive calendar days.

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: _____ Date Received: _____

No: _____ Date Received: _____

No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that a full examination of the locations of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials; fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid by the County within thirty (30) consecutive calendar days for the time set from the time set for 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 Purchase Order presented by the Owner.

The undersigned pledges to provide the materials and services as specified in the Bid Documents barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

BID NO: 21-93

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" – Unit Price Sheet
 - Attachment "B" – St Johns County Board of County Commissioners Affidavit
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Proof of Insurance
 - Attachment "G" – Drug Free Workplace Form
 - Attachment "H" – Claims, Liens, Litigation History
 - Attachment "I" – Local Preference
 - Attachment "J" – E-Verify Affidavit
 - Fully Acknowledged Addenda Applicable to this bid
 - Exhibit "A" – Specifications.

Official County Bid Form and Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" 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.

ATTACHMENT "A"

UNIT PRICE SHEET

Bidders shall insert the unit and extended prices for each item listed in the price sheet below. In the event of an error between the unit price and extended price, the unit price shall prevail over any extended price.

Description	Quantity	Units	Unit Price	Total Price
PVC Pipe				
24" DR25 PVC	11400	LF	\$	\$
6" DR18 PVC	40	LF	\$	\$
MJ Restraints + Kit				
24" Megalug	14	EA	\$	\$
6" MJ Restraint	4	EA	\$	\$
Bell Restraints + Kit				
24" Bell Restraint	565	EA	\$	\$
Ductile Iron Fittings				
24" MJ Plug	1	EA	\$	\$
24" MJ 11.25° Bend	1	EA	\$	\$
24"x6" MJ Tee	1	EA	\$	\$
6" MJ 90° Bend	1	EA	\$	\$
Valves & Fire Hydrant Assemblies				
5-1/4" Fire Hydrant per SJCUD Standards	1	EA	\$	\$
24" MJ Gate Valve	6	EA	\$	\$
6" MJ Gate Valve	1	EA	\$	\$
3M EMS Ball Marker (Blue)	7	EA	\$	\$
Valve Box (Cast Iron Water)	7	EA	\$	\$
Valve Brass Id Tags	7	EA	\$	\$
Air Release Assembly (see SJCUD Standards)				
24"x2" Tapping Saddle	2	EA	\$	\$
2" Ball Corp Stop	2	EA	\$	\$
2" 316 SS Compression Fitting w/ MNPT Thread	2	EA	\$	\$
2" 316 SS Ball Valve	2	EA	\$	\$
2" 316 SS MNPT Nipple (6" length)	2	EA	\$	\$
2"x1" 316 SS Reducing Bushing	2	EA	\$	\$
2" DR9 HDPE Tubing (100')	1	EA	\$	\$
ARI D-040 Combination Air/Vacuum Valve	2	EA	\$	\$
UV Resistant PE Enclosure (Blue)	2	EA	\$	\$
Sample Points (see SJCUD Standards)				
24"x3/4" Double Strap Service Saddle	10	EA	\$	\$

3/4" Ball Corp Stop	10	EA	\$	\$
3/4"x1/2" Bushing	10	EA	\$	\$
1/2" Sample Tap	10	EA	\$	\$
Locate Wire & Misc (see SCJUD Standards)				
10 AWG CU UF Blue Tracer Wire (500')	24	EA	\$	\$
11x18x12 Meter Box with Lid	24	EA	\$	\$
3"x1000' Detectable Tape (5.0mil Water)	14	EA	\$	\$
Freight	1	LS		\$
Total Unit Price				\$

Price for freight shall be for delivery of all items, even if multiple deliveries are required.

Total Unit Price shall include extended prices for all items and freight. No other costs, charges, fees, or amounts shall be billed to the County for provision of the specified items. All pricing above shall be final pricing.

BID NO: 21-93

ATTACHMENT "B"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

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: 21-93: Purchase of SR 207 Water Main Extension Materials, 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.

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

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

The bidder shall attach a copy of each current license, and certifications listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License			

BID NO: 21-93

ATTACHMENT "D"

LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

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

The bidder shall attach a copy of each current license for the Sub-Contractor(s) listed below to this form.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address

ATTACHMENT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 21-93; Purchase of SR 207 Water Main Extension Materials

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

ATTACHMENT "F"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

Bidders shall provide certificates of insurance as part of their bid proposal. Certificates of Insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and remove from further consideration.

(Attach or insert a copy of "Certificate of Insurance" here)

ATTACHMENT "G"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

BID NO: 21-93

ATTACHMENT "H"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

- 1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, sub-vendor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
 Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____
 Name(s) of the project owner(s)/manager(s) to include address and phone number:

- 2. List all pending litigation and or arbitration.
- 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
- 4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes _____ No _____ If yes, please explain in detail: _____

- 6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? _____

- 7. List the status of all pending claims currently filed against your company: _____

Liquidated Damages

- 1/ Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

ATTACHMENT "I"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "I" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "I".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Respondent is **not** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature

BID NO: 21-93

ATTACHMENT "J"

E-VERIFY AFFIDAVIT

Contract No.: BID 21-93 Purchase of SR 207 Water Main Extension Materials

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

SPECIFICATIONS

BID NO: 21:93

MINIMUM SPECIFICATIONS

1. The items provided by the Vendor, in accordance with this Bid shall meet the specifications provided in the SJCUD "Manual of Water, Wastewater and Reuse Design Standards and Specifications". Bidders may access this manual through the following link:

<http://www.sjcfcl.us/Utilities/media/DevGroup/WaterStds&SpecsManual.pdf>

2. Shipments shall be FOP Destination to the following address: 4428 Golf Ridge Drive, Elkton, FL, 32033.
3. Deliveries shall be between 8:00am and 4:00pm, Monday through Thursday, except for County observed holidays.
4. Upon award, Vendor shall provide mode of delivery, number of transports and if the delivery will require split delivery dates.
5. Vendor will be responsible for off-loading all items for each shipment at the designated location.

SEALED BID MAILING LABEL

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

SEALED BID • DO NOT OPEN

SEALED BID
NO.:

BID NO: 21-93

BID TITLE:

**Purchase of SR 207 Water Main
Extension Materials**

DUE
DATE/TIME:

By 2:00PM – May 19, 2021

SUBMITTED
BY:

Company Name

Company Address

Company Address

DELIVER TO:

St. Johns County Purchasing Dept.
500 San Sebastian View
St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

May 13, 2021

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 21-93: Purchase of SR 207 Water Main Extension Materials

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 your proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Changes: Replace Pages 18 and 19: Attachment "A", Unit Price Sheet within the bid document with the new Attachment "A", "Unit Price Sheet" attached.

Questions/Answers

1. I wanted to clarify that it will be required that the vendor shall be responsible for off-loading all items for each shipment at the designated location of 4428 Golf Ridge Drive, Elkton, FL 32033 without the assistance of the county or contractor installing the material?

Answer: Correct

2. If it is the case that the vendor must be required to off-load the material, will a SJCUD representative be on site to verify and sign for the material and quantities that are delivered?

Answer: It is the intent for the awarded vendor and SJCUD representative coordinate the delivery so that the SJCUD representative or designee be on site for the delivery.

3. Is there a maximum number of days the vendor has to deliver all materials after a notice to proceed to the designated location, (when does all material have to be on site)?

Answer: The estimated delivery times should be provided as part of the Bid Form and will be finalized as part of the awarded contract.

4. Is it the county's intent to award this to one vendor if they can deliver all material by a certain time frame or will the county award each item of the bid to the lowest bidder per item?

Answer: As stated within the bid document, the County shall award one or more bid(s) that best serves the interests of the St Johns County.

5. Can you verify if a bid bond is required for bid 21-93, SR 207 Water Main Extension Materials?

Answer: No; a Bid Bond is required.

THE BID DUE DATE REMAINS: Wednesday, May 19, 2021 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David E. Pyle, CPPB
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1

Attached: Attachment "A", Unit Price Sheet (pages 18 & 19)

ADDENDUM #1

**ATTACHMENT "A"
UNIT PRICE SHEET**

Bidders shall insert the unit and extended prices for each item listed in the price sheet below. In the event of an error between the unit price and extended price, the unit price shall prevail over any extended price.

Description	Quantity	Units	Unit Price	Total Price
HDPE PIPE				
30" DR11 HDPE	4100	LF	\$	\$
PVC Pipe				
24" DR25 PVC	9700	LF	\$	\$
6" DR18 PVC	40	LF	\$	\$
MJ Restraints + Kit				
30" Megalug	8	EA	\$	\$
30" HDPE MJ Adapter	8	EA	\$	\$
24" Megalug	22	EA	\$	\$
6" MJ Restraint	4	EA	\$	\$
Bell Restraints + Kit				
24" Bell Restraint	480	EA	\$	\$
Ductile Iron Fittings				
30"x24" MJ Reducer	8	EA	\$	\$
24" MJ Plug	1	EA	\$	\$
24" MJ 11.25° Bend	1	EA	\$	\$
24"x6" MJ Tee	1	EA	\$	\$
6" MJ 90° Bend	1	EA	\$	\$
Valves & Fire Hydrant Assemblies				
5-1/4" Fire Hydrant per SJCUD Standards	1	EA	\$	\$
24" MJ Gate Valve	6	EA	\$	\$
6" MJ Gate Valve	1	EA	\$	\$
3M EMS Ball Marker (Blue)	7	EA	\$	\$
Valve Box (Cast Iron Water)	7	EA	\$	\$
Valve Brass Id Tags	7	EA	\$	\$
Air Release Assembly (see SJCUD Standards)				
24"x2" Tapping Saddle	6	EA	\$	\$
2" Ball Corp Stop	6	EA	\$	\$
2" 316 SS Compression Fitting w/ MNPT Thread	6	EA	\$	\$
2" 316 SS Ball Valve	6	EA	\$	\$
2" 316 SS MNPT Nipple (6" length)	6	EA	\$	\$
2"x1" 316 SS Reducing Bushing	6	EA	\$	\$
2" DR9 HDPE Tubing (100')	6	EA	\$	\$

ADDENDUM #1

**ATTACHMENT "A"
UNIT PRICE SHEET**

Bidders shall insert the unit and extended prices for each item listed in the price sheet below. In the event of an error between the unit price and extended price, the unit price shall prevail over any extended price.

ARI D-040 Combination Air/Vacuum Valve	6	EA	\$	\$
UV Resistant PE Enclosure (Blue)	6	EA	\$	\$
Sample Points (see SJCUD Standards)				
24"x3/4" Double Strap Service Saddle	10	EA	\$	\$
3/4" Ball Corp Stop	10	EA	\$	\$
3/4"x1/2" Bushing	10	EA	\$	\$
1/2" Sample Tap	10	EA	\$	\$
Locate Wire & Misc (see SCJUD Standards)				
10 AWG CU UF Blue Tracer Wire (500')	24	EA	\$	\$
11x18x12 Meter Box with Lid	24	EA	\$	\$
3"x1000' Detectable Tape (5.0mil Water)	14	EA	\$	\$
Freight	1	LS		\$
Total Unit Price				\$

Price for freight shall be for delivery of all items, even if multiple deliveries are required.

Total Unit Price shall include extended prices for all items and freight. No other costs, charges, fees, or amounts shall be billed to the County for provision of the specified items. All pricing above shall be final pricing.



St. Johns County Board of County Commissioners

Purchasing Division

May 14, 2021

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 21-93: Purchase of SR 207 Water Main Extension Materials

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 your proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Clarification: In Addendum #1, the answer to question #5 concerning the requirement for a Bid Bond should read "No, a Bid Bond is NOT required for Bid 21-93".

Questions/Answers:

- 1. Does the 30" DR11 HDPE pipe need to be DIPS (Ductile Iron Pipe Size) or IPS (Iron Pipe Size)?

Answer: DIPS (Ductile Iron Pipe Size).

THE BID DUE DATE REMAINS: Wednesday, May 19, 2021 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David E. Pyle, CPPB
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2