

RESOLUTION NO. 2021- 52

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 21-24 AND TO EXECUTE AN AGREEMENT FOR SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FLORIDA.

RECITALS

WHEREAS, the County desires to enter into contracts with Casey Welch for the sale of real property located at 58 Masters Drive, St. Augustine, Florida in accordance with Bid No. 21-24; and

WHEREAS, Resolution 2020-311 declared the real property as surplus and authorized advertisement of sale bids.

WHEREAS, the successful buyer shall determine if the property will be appropriate for successful buyer's needs and intended use before closing, be responsible for any land use or zoning changes required for successful bidder's intended use, in addition to the bid amount pay the appraiser fee and amount pay other closing costs, and assume all environmental liability relating to the property and will be required to executed documentation at closing releasing the County from any and all environmental liability for purchase of real property located at 58 Masters Drive, St. Augustine, Florida in accordance with Bid No. 21-24; and

WHEREAS, through the County's formal Bid process, Casey Welch was the second highest responsive, responsible bidder; and

WHEREAS, the Director of Land Management Systems has reviewed the bid submitted by Casey Welch and has determined that acceptance of the bid is in the best interest of the County; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed purchase and sale agreement (attached hereto, an incorporated herein) and finds that entering into agreement to complete the sale of the real property located at 58 Masters Drive serves a public purpose.

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. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County for the purchase and sale of the real property as specifically provided in Bid No. 21-24.

Section 3. 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 2nd day of February, 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

By: Sam Haltern
Deputy Clerk

RENDITION DATE 2/4/21



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and effective as of _____, 2021, by and between **CASEY WELCH** (“Buyer”), whose address is PO Box 1012, St. Augustine, FL 32085 and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (“Seller”).

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing property owned by the Seller and the Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Seller to convey fee simple ownership to the Buyer of the property described in Exhibit “A”, attached hereto, incorporated by reference and made a part hereof, (hereinafter “Property”); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price

(a) The purchase price (“Purchase Price”) is **Seven Thousand Five Hundred Fifty Dollars (\$7,550.00)**. Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, may purchase title insurance.

4. Closing. closing of the sale of the Property (“Closing”) shall take place at the offices of the St. Johns County Land Management, 500 San Sebastian View, St. Augustine, FL 32084, on or before ninety (90) days from the date of this Agreement (“Closing Date”), **TIME BEING OF THE ESSENCE.**

5. Prorations. Any real property taxes shall be prorated on the basis of the 2019 taxes at the highest allowable discount.

6. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) County Deed (“Deed”) conveying the fee simple title to the Property;

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a

closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

7. Closing Expenses. Buyer shall pay all closing costs associated with this transaction including reimbursement to the Seller for the appraisal.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

9. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

10. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

12. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

13. Time. Time is of the essence of all provisions of this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: **Casey Welch**
PO Box 1012
St. Augustine, FL 32085

Seller: **St. Johns County, Florida, a political subdivision
Of the State of Florida
500 San Sebastian View
St. Augustine, Florida 32084**

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

20. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

21. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

BUYER:

Signature Date

Date

Print Name

Signature Date

Print Name

WITNESSES:

SELLER:

ST. JOHNS COUNTY, FLORIDA

A political subdivision of the State of Florida

Signature Date

By: _____
Date

Hunter S. Conrad
County Administrator

Print Name

Signature Date

Print Name

ATTEST: Brandon J. Patty, Clerk of the Circuit Court & Comptroller

Legally Sufficient:

By: _____
Deputy Clerk

By: _____
County Attorney

Date: _____

Exhibit "A"

(Property description)

58 Masters Drive, St. Augustine, FL 32084-0000

Ravenswood Subdivision Section 41, Township 7, Range 29, St. Johns County, Florida.

Parcel ID Number 1071450000

The North one-half (N ½) of Lot 8, except the East 100 feet, Block 13, Ravenswood Subdivision, according to Map of New Augustine, dated June, 1918, on file in the Office of the Clerk of the Circuit Court of St. Johns County, Florida.



St. Johns County Board of County Commissioners

Purchasing Division

REVISED NOTICE OF INTENT TO AWARD

January 8, 2021

RE: Bid No. 21-24; Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL

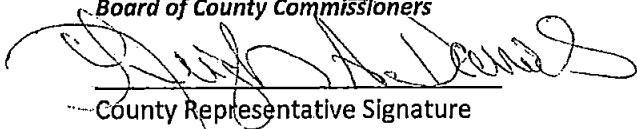
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to execute a Purchase and Sale Agreement with Casey Welch as the second highest, responsive, responsible bidder under **Bid No. 21-24; Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 5:00 PM, Wednesday, January 13, 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 negotiate, and upon successful negotiations, execute a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 1/8/21

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
(904) 209-0150 – Main
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Gail Oliver, PLS, County Surveyor, Director of Land Management Systems Dept.
FROM: April Bacon, Purchasing Buyer
SUBJECT: Bid No. 21-24; Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL
DATE: REVISED January 8, 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 Gail Oliver

Date 1-8-21

Budget Amount _____

Account Funding Title _____

Funding Charge Code _____

Award to Mr. Welch

Award Amount \$ 7550.00

ST JOHNS COUNTY

JAN 08 '21

PURCHASING

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE SALE OF REAL PROPERTY
LOCATED AT 58 MASTERS DRIVE

BID NUMBER 21-24

OPENING DATE/TIME November 18, 2020 2:00 PM

POSTING DATE/TIME 11/19/20 12:00 PM FROM 11/24/20 12:00 PM UNTIL

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

OPENED BY
TABULATED BY
VERIFIED BY

David Pyle *J.P.*
April Bacon *AB*
April Bacon *AB*

BIDDERS	PURCHASE BID PRICE	BID BOND	ADDENDUM #1				
CASEY WELCH	\$7,550.00	Yes	Yes				
MATTHEW HESSON	\$7,777.77	Yes	Yes				

BID AWARD DATE - _____

Copy

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

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

PROJECT: SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

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

DATE SUBMITTED: 17 November 2020

BID PROPOSAL OF

Casey Welch

Full Legal Company Name

PO Box 1012 St. Augustine FL 32085 904-238-2652 N/A

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 21-24 Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

FOR: Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL

PURCHASE BID PRICE (\$5,000.00 MINIMUM)	\$ <u>7,550.00</u> seven thousand five hundred fifty dollars and 00/100
SUBTRACT THE DEPOSIT	\$ <u>1,000.00</u>
BALANCE AT CLOSING DATE	\$ <u>6,550.00</u>

Bidders must type or legibly write, in blue or black ink, the Purchase Bid Price to be paid to the County.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, including the minimum bid amount and is deemed to be in the best interest of the County.

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

No.: #1 Date Received: November 12, 2020

No.: _____ Date Received: _____

No.: _____ Date Received: _____

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or

corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Purchase and Sale Agreement presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **One Thousand Dollars (\$1,000.00)**, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Casey Welch (Seal) CW

By: [Signature] Casey Welch, Property Owner
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: POB 1012, St. Augustine FL 32085-1012

Telephone No.: (904) 238-2652 Fax No.: () N/A

Email Address for Authorized Company Representative: welchbusiness@yahoo.com

Federal I.D. Tax Number: N/A DUNS #: _____ (if applicable)

INDIVIDUAL

Name: [Signature] Casey Welch Property Owner
(Signature) (Name typed or printed) (Title)

Address: POB 1012 St. Augustine FL 32085-1012

Telephone No.: (904) 238-2652 Fax No.: N/A

Email Address: welchbusiness@yahoo.com

Federal I.D. Tax Number: N/A

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

ATTACHMENT "A"

AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
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 Casey Welch who being duly sworn, deposes and says he is Casey Welch, property owner (Title) of the firm of N/A Bidder submitting the attached proposal for the services covered by the bid documents for **BID No. 21-24; Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL**, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

[Signature]
(Bidder)

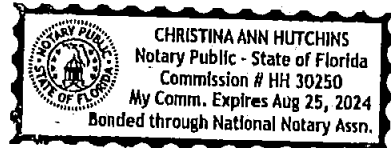
By: Casey Welch
Property Owner
(Title)

Sworn and subscribed to me this 17 day
of November, 2020.

Notary Public:
[Signature]
Signature
Christina Hutchins
Printed

My commission Expires: August 25, 2024

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



BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

N/A

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

Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

By: _____

(Title)

Notary Public:

Signature

Printed
My commission Expires: _____

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

ATTACHMENT "C"

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number: **BID # 21-24**

Description: **Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL**

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, and 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:

Casey Welch

Authorized Representative(s) :

[Handwritten Signature]
Signature

Casey Welch, property owner
Print Name/Title

Signature

Print Name/Title

ATTACHMENT "D"

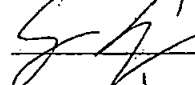
NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Casey Welch

SIGNATURE: 

TITLE: Property Owner

DATE: November 17, 2020

NAME OF FIRM/PARTNERSHIP/CORPORATION:

N/A

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

BID BOND

7 N/A -
Bid Security of
1K included with
bid

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

For: SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

St. Johns County, Florida

NOW THEREFORE,

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

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

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

WITNESSES:

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

> N/A

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY



St. Johns County Board of County Commissioners

Purchasing Division

November 9, 2020

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Bid No. 21-24; Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid Documents. Each respondent will ascertain before submitting a bid that he/she has received all Addenda, and must return each signed Addendum with their submitted bid as provided in the Bid Document.

Clarifications/Revisions:

The parcel of land being sold by St. Johns County under this bid is a vacant County owned parcel that is located in the center of the block between Masters Drive and Palmer Street. The subject property is of insufficient size for building, is surrounded by improved residential properties, and has no street access. The Property description and map are included for clarification.

THE SUBMITTAL DUE DATE REMAINS: NOVEMBER 18, 2020 BY OR BEFORE 2:00 P.M.

Acknowledgment

Sincerely,

[Signature] Nov 17, 2020

April Bacon

Signature and Date

April Bacon

Casey Welch, property owner

Purchasing Buyer

Printed Name/Title

N/A

Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County, FL

Tax Bill

My Tax Bill

Estimate Taxes

Tax Estimator

2020 TRIM Notice

2020 TRIM Notice(PDF)

2019 TRIM Notice

2019 TRIM Notice(PDF)

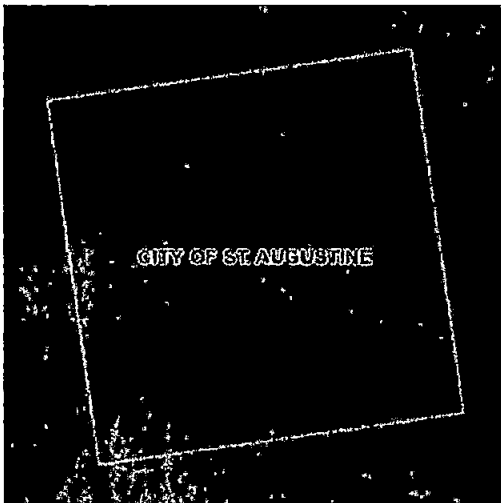
Summary

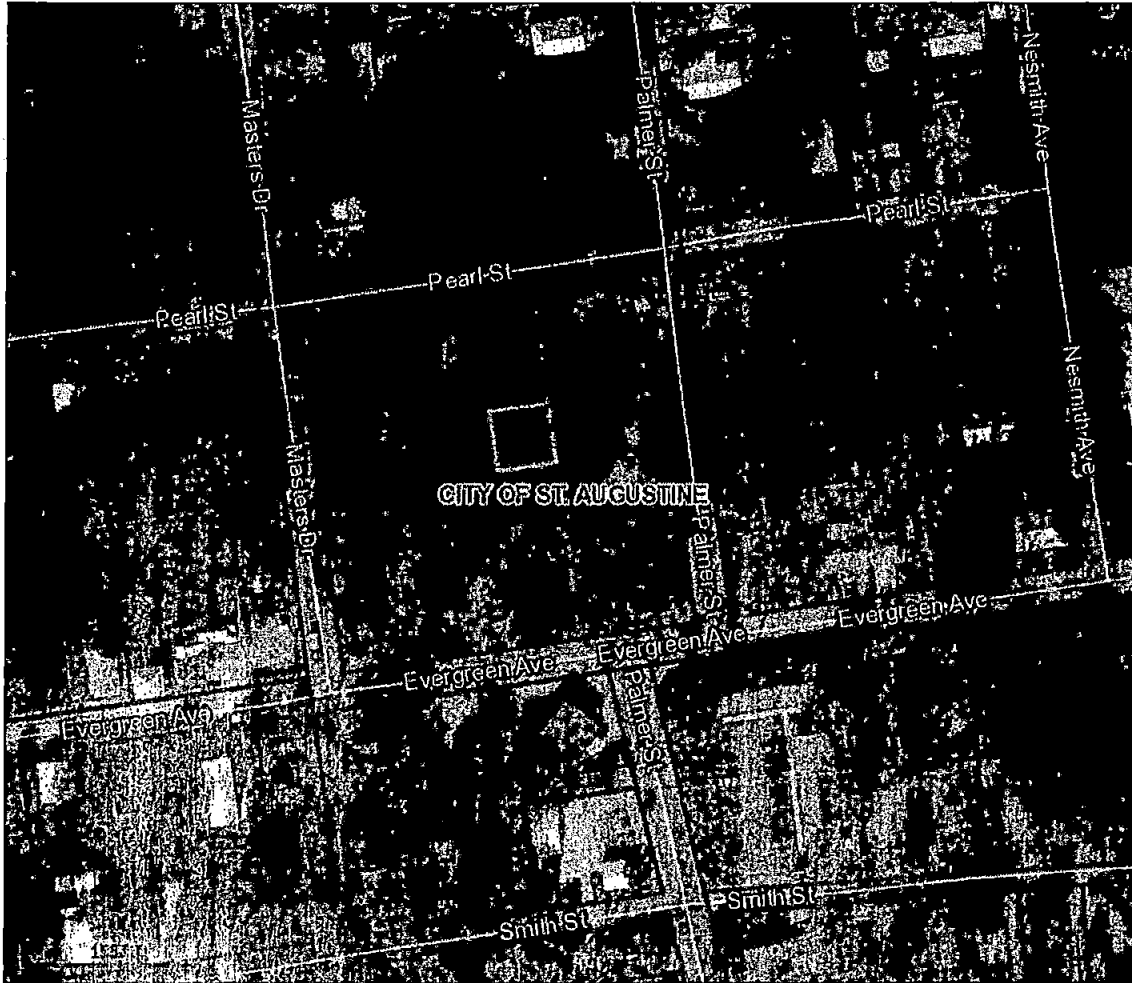
Parcel ID 1071450000
 Location Address 58 MASTERS DR
 SAINT AUGUSTINE 32084-0000
 Neighborhood Ravenswood (485)
 Tax Description* RAVENSWOOD SUB N1/2 LOT 8 (EX E 100FT) BLK 13 OR2218/687(TD)
 *The Description above is not to be used on legal documents.
 Property Use Code County Owned (8600)
 Subdivision Ravenswood Subdivision
 Sec/Twp/Rng 41-7-29
 District City of St Augustine (District 452)
 Millage Rate 19.4926
 Acreage 0.060
 Homestead N

Owner Information

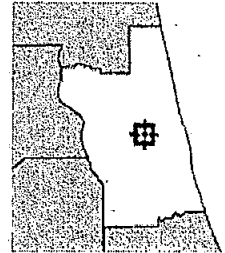
Owner Name St Johns County Board Of County Commissioners 100%
 Mailing Address 500 SAN SEBASTIAN VW
 SAINT AUGUSTINE, FL 32084-0000

Map





Overview



Legend

- Parcels
- Roads
- Cities

Parcel ID	1071450000	Physical Address	58 MASTERS DR
Property Class	8600 - County Owned	Mailing Address	SAINT AUGUSTINE ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
Taxing District	City of St Augustine	Address	500 SAN SEBASTIAN VW SAINT AUGUSTINE FL 32084-0000
Acres	0.06		

		Last 2 Sales			
Building Value	Extra Feature Value	Date	Price	Reason	Qual
N/A	N/A	n/a	0	n/a	n/a
Total Land Value	\$5,000	n/a	0	n/a	n/a
Just Value Total	\$5,000				
Deferred Assessed Value	\$5,000				
Total Exemptions	\$5,000				
Taxable Value	N/A				

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 11/7/2020
 Last Data Uploaded: 11/6/2020 11:58:03 PM

Developed by Schneider GEOSPATIAL

THIS DOCUMENT CONTAINS ULTRAVIOLET FIBERS, CHEMICALLY REACTIVE PAPER, A VOID PANTOGRAPH, MICROPRINT SIGNATURE LINE, BLEED THROUGH NUMBERING AND A WATERMARK ON THE BACK.



767198

Bank

64-175
612

REMITTER: Casey Welch
Sale of SB Masters Dr. St. Augustine

November 17, 2020

PAY TO THE ORDER OF *Board of County Commissioners of St. Johns County*

\$ *****1,000.00

ONE THOUSAND DOLLARS AND ZERO CENTS

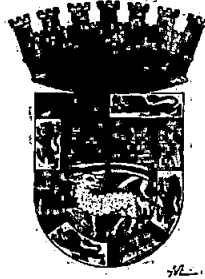
DOLLARS



Casey Welch

MP





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

BID NO: 21-24

**SALE OF REAL PROPERTY LOCATED AT
58 MASTERS DRIVE, ST. AUGUSTINE, FL**

**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 10.23.2020

**BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT
58 MASTERS DRIVE, ST. AUGUSTINE, FL**

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Attachment "B" – Certificate as to Corporate Principal

Attachment "C" – Conflict of Interest Disclosure Form

Attachment "D" – Non-collusion Certification

Bid Bond Form

Fully Acknowledged Addenda Applicable to this bid

SPECIFICATIONS

EXHIBITS (SEPARATE ATTACHMENTS)

EXHIBIT A – AERIAL PHOTOGRAPHS OF PROPERTY

EXHIBIT B – SAMPLE PURCHASE AND SALES AGREEMENT

END OF TABLE OF CONTENTS

**BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT
58 MASTERS DRIVE. ST. AUGUSTINE, FL**

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, November 18, 2020** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 21-24; Sale of Real Property located at 58 Masters Drive, St. Augustine, FL** Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work:

St. Johns County is hereby soliciting sealed bids for the sale of real property located at 58 Masters Drive, St. Augustine, Florida located along the North one-half (N ½) of Lot 8, except the East 100 feet, Block 13, Ravenswood Subdivision, according to the Map of New Augustine, dated June, 1918, on file in the Office of the Clerk of the Circuit Court of St. Johns County, Florida. The property is approximately 0.60 acres or about 26,136 square feet. It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, including the minimum bid amount of Five Thousand Dollars (\$5,000.00) and is deemed to be in the best interest of the County.

Bid Documents, Project Specifications and Drawings

Bid Documents may be obtained from DemandStar, Inc., at their website www.demandstar.com by requesting Document # 21-24 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: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Bid Documents may also be requested, **in writing**, from April Bacon, Purchasing Buyer, St. Johns County Purchasing, via email to abacon@sjcfl.us.

Any and all questions or requests for information related to this Bid must be submitted **in writing** by or before five o'clock (5:00 P.M.) on **Wednesday, November 4, 2020**, to the Designated Point of Contact provided below:

Designated Point of Contact: April Bacon, Purchasing Buyer
SJC Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
Email: abacon@sjcfl.us
Phone: (904) 209-0160

If the above representative is unavailable, or absent for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Leigh A. Daniels, CPPB, Purchasing Manager, at ldaniels@sjcfl.us.

Interested firms shall not contact, lobby, or otherwise communicate with any St. Johns County staff member, including any member of the Board of County Commissioners, except the above referenced individual from the point of advertisement of the solicitation, 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 result in disqualification from consideration for award of a contract for these services.

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 reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest

no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, 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.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON J. PATTY, CLERK OF THE CIRCUIT
COURT & COMPTROLLER

Deputy Clerk

**FRONT END
BID DOCUMENT**

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida ("County")

PROJECT: BID NO.: 21-24; Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in

the Bidding Documents without exceptions.

BIDDING DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

DESIGNATED POINT OF CONTACT

The Designated Point of Contact for this Bid is April Bacon, Purchasing Buyer, St. Johns County Purchasing Division; abacon@sjcfl.us.

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more consecutive business days, bidders may contact Leigh A. Daniel, 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.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to April Bacon, Purchasing Buyer, SJC Purchasing Division, via email to abacon@sjcfl.us. Questions are due no later than **five o'clock (5:00 P.M.) on Wednesday, November 4, 2020**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

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

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

BID SUBMITTAL REQUIREMENTS

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

Bid proposals must be placed in an envelope, sealed and 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: 21-24 - Sale of Real Property located at 58 Masters Drive, St. Augustine, FL".

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

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. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

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

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

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

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

BID SECURITY

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of **One Thousand Dollars (\$1,000.00)**, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Purchase and Sale Agreement and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

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

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit **Attachment "B"** – Certificate as to Corporate Principal.

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

BID BOND INSTRUCTIONS

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

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

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 one thousand dollars (\$1,000.00).

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.

COSTS INCURRED BY BIDDERS

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

CONSIDERATION OF BIDS

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

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

Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County 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. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, including the minimum bid amount and is deemed to be in the best interest of the County.

The basis of award for this bid shall be the highest submitted responsive, responsible Bid Price.

FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

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

EXECUTION OF CONTRACT DOCUMENTS

The awarded Bidder shall return signed copies of the Purchase and Sale Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Purchase and Sale Agreement to the Bidder no later than seven (7) consecutive calendar days after the return of the signed copies from the Bidder.

INDEMNITY

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

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

TERMINATION

The County reserves the right to terminate the awarded contract for convenience or for cause in accordance with the terms and conditions of agreement.

TAXES

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

GOVERNING LAWS & REGULATIONS

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

FORCE MAJEURE

If awarded on the basis of this proposal, the undersigned pledges to provide the equipment/services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

E-VERIFY

The Consultant(s) shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement. Additionally, the Consultant(s) shall expressly require any and all sub-consultant(s) to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement.

PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Bidder shall comply with all requirements of Florida's public records law. Specifically, if Bidder is expressly authorized, and acts on behalf of the County under this Agreement, Bidder shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Bidder does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Bidder or keep and maintain public records required by the County to perform the Services.

If the Bidder transfers all public records to the County upon completion of this Agreement, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of this Agreement, the Bidder 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 Bidder to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE BIDDER 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: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

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

PROJECT: SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL .

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 work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 21-24 Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

FOR: Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL

PURCHASE BID PRICE (\$5,000.00 MINIMUM)	\$ _____
SUBTRACT THE DEPOSIT	\$ _____
BALANCE AT CLOSING DATE	\$ _____

Bidders must type or legibly write, in blue or black ink, the Purchase Bid Price to be paid to the County.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, including the minimum bid amount and is deemed to be in the best interest of the County.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or

corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Purchase and Sale Agreement presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **One Thousand Dollars (\$1,000.00)**, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

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: _____

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form
 Attachment "A" – Affidavit
 Attachment "B" – Certificate as to Corporate Principal (if required)
 Attachment "C" – Conflict of Interest Disclosure Form
 Attachment "D" – Non-collusion Certification
 Bid Bond Form
 Fully Acknowledged Addenda Applicable to this bid

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

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

ATTACHMENT "A"

AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
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. 21-24; Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL**, in St. Johns County, Florida.

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

By: _____

(Title)

Sworn and subscribed to me this _____ day
of _____, 20____.
Notary Public:

Signature

Printed
My commission Expires: _____

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

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

By: _____

(Title)

Notary Public:

Signature

Printed

My commission Expires: _____

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

ATTACHMENT "C"

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number: **BID # 21-24**

Description: **Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL**

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, and 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 "D"

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

For: SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

St. Johns County, Florida

NOW THEREFORE,

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

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

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

SALE OF REAL OR SURPLUS PROPERTY

St. Johns County is hereby soliciting sealed bids for the sale of real property located at 58 Masters Drive, St. Augustine, Florida located along the North one-half (N ½) of Lot 8, except the East 100 feet, Block 13, Ravenswood Subdivision, according to the Map of New Augustine, dated June, 1918, on file in the Office of the Clerk of the Circuit Court of St. Johns County, Florida.. The property is approximately 0.60 acres or about 26,136 square feet. It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, including the minimum bid amount of Five Thousand Dollars (\$5,000.00) and is deemed to be in the best interest of the County.

DESCRIPTION OF PROPERTY

The Real Property ("Property") for sale is part of the Ravenswood Subdivision Section 41, Township 7, Range 29, St. Johns County, Florida.

Parcel Account Number 1071450000.

58 Master Drive, St. Augustine, Florida located along the North one-half (N ½) of Lot 8, except the East 100 feet, Block 13, Ravenswood Subdivision, according to Map of New Augustine, dated June, 1918, on file in the Office of the Clerk of the Circuit Court of St. Johns County, Florida.. The Property is approximately 0.060 acres or about 26,136 square feet.

SURVEY

County will not provide a survey.

DISCLAIMER / SALE BASIS

Sale is on an "as is" basis and the County offers no guarantee or warranty expressed or implied as provided in the Contract. All sales are final.

BUYER'S RESPONSIBILITY

The sale of the Property is subject to the following factors and these considerations will be a condition of title:

- (a) Successful Buyer shall be responsible for determining if this property will be appropriate for Successful Buyer's needs and intended use before closing. Upon closing, the property shall be deemed suitable for such use.
- (b) Seller does not represent or warrant the condition of the Property, nor whatever improvements may be erected on the Property. Successful Buyer shall be responsible for any land use or zoning changes required for Successful Bidder's intended use, if any.
- (c) Buyer, in addition to the bid amount, will pay the appraiser fee and other closing costs.
- (d) Buyer shall assume all environmental liability relating to the Property and will be required to execute documentation at closing releasing the County from any and all environmental liability.

BID DEPOSIT GUARANTEE

Each submitted Bid shall be accompanied by a Bid Deposit Guarantee, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, money order, bank draft, trust company treasurer's check or other non-cancelable instrument made payable to the Board of County Commissioners of St. Johns County, in the amount of **One Thousand Dollars (\$1,000.00)**.

The successful bidder's guarantee shall be applied toward the price of the property. Deposits of the unsuccessful bidder(s) shall be returned upon contract award by the Board of County Commissioners.

CONTRACT

Successful Bidder will be required to execute the Purchase and Sale Agreement substantially similar in form to the one attached hereto within thirty (30) days of the notification of the award.

SECURITY FORFEITURE

If within thirty (30) days after notification by County of the award, the successful Bidder refuses or otherwise neglects to execute the required Purchase and Sale Agreement and/or fails to furnish or satisfy any other conditions or requirements of this Bid, the Bidder's Deposit shall be forfeited and the same shall be retained by the County. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the

recovery of his/her/its bid security or as a defense to any action based upon the neglect or refusal to execute a written contract.

CLOSING DATE

This transaction shall be closed and deed and other closing papers delivered on or before ninety (90) calendar days after the effective date, as defined in the Contract for Sale and Purchase.

PERMITS AND LICENSES

The successful Bidder will be responsible for obtaining all required permits and licenses relating to the property.

PAYMENT TERMS

The balance of your bid (total minus deposit) shall be paid upon closing of the sale of the property as provided in the Contract. Final payment must be in the form of a cashier's check, certified check, or money order. Checks shall be payable to the Board of County Commissioners of St. Johns County. **NO PERSONAL CHECKS, COMPANY CHECKS, OR CASH WILL BE ACCEPTED.**

TERMS AND CONDITIONS OF SALE

The successful Bidder shall pay for State Documentary stamp, recording of deed, and the cost of recording any corrective instruments. At closing, the County will deliver to Buyer a County Deed pursuant to 125.411 Florida Statutes, conveying the Property to Bidder in fee simple, and all other documents necessary for the closing of this transaction. All deeds of conveyance by the County shall convey only the interest of the County in the property covered thereby, and shall not be deemed to warrant the title, or to represent any statement of facts concerning the same.

Closing shall be held at St. Johns County Land Management, 500 San Sebastian View, St. Augustine, Florida 32084, or another closing agent in St. Johns County as designated by the County.


Bidder shall take title subject to zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appear on the plat; public utility and other easements of record; any permits to which the Property is subject; taxes and special assessments from the date of closing and subsequent years. Bidder may secure title insurance at his/her/its cost.

BID NO: 21-24; SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL

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 RFP NO.:	BID NO.: 21-24
BID TITLE:	SALE OF REAL PROPERTY LOCATED AT 58 MASTERS DRIVE, ST. AUGUSTINE, FL
DUE DATE/TIME:	By 2:00 P.M. – NOVEMBER 18, 2020
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT





Subject Area

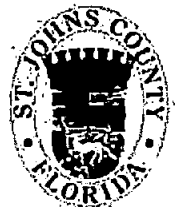


2019 Aerial Imagery
 0 55 110 220
 Feet
 Date: 7/27/2020

58 Masters Drive

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0782

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of _____, 2020, by and between _____ ("Buyer"), whose address is _____ and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Seller").

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing property owned by the Seller and the Seller is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Seller to convey fee simple ownership to the Buyer of the property described in Exhibit "A", attached hereto, incorporated by reference and made a part hereof, (hereinafter "Property"); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price

(a) The purchase price ("Purchase Price") is _____ (\$ _____). Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence

(a) Buyer agrees, at his/her sole option and expense, may purchase title insurance.

4. Closing. Closing of the sale of the Property ("Closing") shall take place at the offices of the St. Johns County Land Management, 500 San Sebastian View, St. Augustine, FL 32084, on or before ninety (90) days from the date of this Agreement ("Closing Date"), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2020 taxes at the highest allowable discount.

6. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer,

Seller shall deliver or cause to be delivered to Buyer the following:

(i) County Deed (“Deed”) conveying the fee simple title to the Property;

(b) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

7. Closing Expenses. Buyer shall pay all closing costs associated with this transaction including reimbursement to the Seller for the appraisal.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

9. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

10. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

12. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

13. Time. Time is of the essence of all provisions of this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue

for determination of such disputes shall be in St. Johns County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: **BUYER**
ADDRESS LINE 1
ADDRESS LINE 2

Seller: **St. Johns County, Florida, a political subdivision**
Of the State of Florida
500 San Sebastian View
St. Augustine, Florida 32084

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

20. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

21. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the

applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

BUYER:

Signature Date

Date

Print Name

Signature Date

Print Name

SAMPLE

WITNESSES:

SELLER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

Signature Date

Print Name

Signature Date

Print Name

By: _____
Hunter S. Conrad Date
County Administrator

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

Legally Sufficient:

By: _____
Deputy Clerk

By: _____
County Attorney

Date: _____

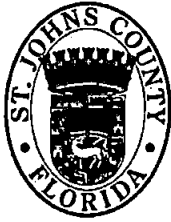
SAMPLE

Exhibit "A"

(Property description)

The North one-half (N ½) of Lot 8, except the East 100 feet, Block 13, Ravenswood Subdivision, according to Map of New Augustine, dated June, 1918, on file in the Office of the Clerk of the Circuit Court of St. Johns County, Florida.

SAMPLE



St. Johns County Board of County Commissioners

Purchasing Division

November 9, 2020

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: **Bid No. 21-24; Sale of Real Property Located at 58 Masters Drive, St. Augustine, FL**

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the Bid Documents. Each respondent will ascertain before submitting a bid that he/she has received all Addenda, and must return each signed Addendum with their submitted bid as provided in the Bid Document.

Clarifications/Revisions:

The parcel of land being sold by St. Johns County under this bid is a vacant County owned parcel that is located in the center of the block between Masters Drive and Palmer Street. The subject property is of insufficient size for building, is surrounded by improved residential properties, and has no street access. The Property description and map are included for clarification.

THE SUBMITTAL DUE DATE REMAINS: NOVEMBER 18, 2020 BY OR BEFORE 2:00 P.M.

Acknowledgment

Sincerely,

April Bacon

Signature and Date

April Bacon

Purchasing Buyer

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County, FL

Tax Bill

My Tax Bill

Estimate Taxes

Tax Estimator

2020 TRIM Notice

2020 TRIM Notice(PDF)

2019 TRIM Notice

2019 TRIM Notice(PDF)

Summary

Parcel ID 1071450000
 Location Address 58 MASTERS DR
 SAINT AUGUSTINE 32084-0000
 Neighborhood Ravenswood (485)
 Tax Description* RAVENSWOOD SUB N1/2 LOT 8 (EX E 100FT) BLK 13 OR2218/687(TD)
 *The Description above is not to be used on legal documents.
 Property Use Code County Owned (8600)
 Subdivision Ravenswood Subdivision
 Sec/Twp/Rng 41-7-29
 District City of St Augustine (District 452)
 Millage Rate 19.4926
 Acreage 0.060
 Homestead N

Owner Information

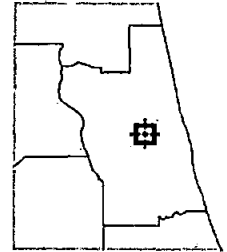
Owner Name St Johns County Board Of County Commissioners 100%
 Mailing Address 500 SAN SEBASTIAN VW
 SAINT AUGUSTINE, FL 32084-0000

Map





Overview



Legend

- Parcels
- Roads
- Cities

Parcel ID 1071450000 Physical 58 MASTERS DR
 Property 8600 - County Address SAINT AUGUSTINE
 Class Owned Mailing ST JOHNS COUNTY BOARD OF COUNTY
 Taxing City of St Address COMMISSIONERS
 District Augustine 500 SAN SEBASTIAN VW
 Acres 0.06 SAINT AUGUSTINE FL 32084-0000

Building Value	N/A	Last 2 Sales			
Extra Feature Value	N/A	Date	Price	Reason	Qual
Total Land Value	\$5,000	n/a	0	n/a	n/a
Just Value	\$5,000				
Total	N/A				
Deferred Assessed Value	\$5,000				
Total	\$5,000				
Exemptions					
Taxable Value	N/A				

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 11/7/2020
 Last Data Uploaded: 11/6/2020 11:58:03 PM