

RESOLUTION NO. 2023 -371

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 23-77; SHERIFF'S TACTICAL TRAINING FACILITY TO DIMARE CONSTRUCTION CO. AS THE LOWEST, RESPONSIVE, RESPONSIBLE LOCAL BIDDER, AND TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE PROJECT.

RECITALS

WHEREAS, the County is progressing with the project to construct a new Sheriff's Tactical Training Facility in St. Johns County, Florida, which generally includes provision of all labor, materials, equipment, permits, and any other items required for construction of a new multi-story Sheriff's training facility at 911 Law Enforcement Way, St. Augustine, FL 32084; and

WHEREAS, through the County's formal Bid process, DiMare Construction Co. was the lowest, responsive, responsible, local bidder; and

WHEREAS, the County finds that entering into a contract for completion of the work serves a public purpose, and the contract will be in substantial conformance with the attached draft; and

WHEREAS, the project will be funded by the SJC Public Works Department.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 23-77 to DiMare Construction Co. as the lowest, responsive, responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for the completion of the project as specifically provided in Bid No: 23-77.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of October, 2023.

Rendition Date OCT 03 2023

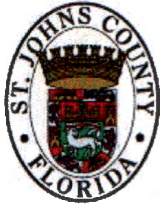
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk





MASTER CONSTRUCTION AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

Master Construction Agreement No: 23-MCA-DIM-18780

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This Master Construction Agreement (“Contract”) is made this _____ day of _____, 2023 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **DIMARE CONSTRUCTION CO.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 3545 US 1 South, St. Augustine, FL 32086, Phone: 904-797-3328, and E-mail: wfd@dimare.com, for **BID NO. 23-77; SHERIFF’S TACTICAL TRAINING FACILITY** hereinafter referred to as the “Project”. When referenced together, the County and Contractor shall collectively be referred to as the Parties.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the collective documents which form the Contract, and shall govern completion of the Work. The Contract Documents hereby include the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Field Orders signed by County’s Project Manager;
- c) Notice to Proceed;
- d) This Master Construction Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Construction Plans
 - ii. Exhibit A – Revised Sheets A-601 & A-602 per Addendum No. 7
 - iii. Exhibit A – Revised Lighting Plan Sheet E101 per Addendum No. 4
 - iv. Exhibit B – Technical Specifications
 - v. Exhibit B – Technical Specifications – Revised Section 07 55 00 per Addendum No. 6
 - vi. Exhibit C – St. Johns River Water Management District (SJRWMD) Permit No. 150535-7
 - vii. Exhibit D – St. Johns County Paving & Drainage Construction Permit No. COMM 23-31
 - viii. Exhibit E – Geotechnical Report
- e) Bonds and Insurance furnished by the Contractor
- f) Bid Documents and Bid Forms with all addenda thereto for Bid No. 23-77

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s submitted Bid or invoices shall be binding upon County or become part of the Contract Documents. In the event of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, Specifications shall govern over Drawings, electronic documents shall govern over hard-copy documents, numerical dimensions shall govern over dimensions acquired by scaling, and fully executed documents shall govern over unsigned drafts.

1.1.3 Shop Drawings, Product Data, Samples and similar submittals (hereafter “Submittals”) are not Contract Documents. The County will review and take action upon Contractor’s submitted Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor.

1.1.4 All Submittals (whether in hard or soft copy) prepared by or on behalf of Contractor in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Contractor. Contractor grants the County a perpetual, royalty-free, license to use, copy and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County’s internal business purposes including without limitation tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such license shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Contractor. Contractor shall not be held liable for reuse of Contractor’s Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.5 Contractor is solely responsible for requesting instructions, interpretations, or clarifications to the Contract

Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Submittals and shall give immediate written notice to the Project Manager and the County of any inconsistency, ambiguity, error or omission which Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the County or the Project Manager of the Contract Documents or Submittals shall not relieve any such approval by evidence of Contractor's compliance with the Contract. The County has requested the Project Manager to provide to Contractor documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

1.1.6 Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County's Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the Project Manager by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation, or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which shall be considered final and conclusive unless Contractor files a written protest within fourteen (14) calendar days of receipt thereof. Contractor's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Contractor to protest the County Project Manager's rendered determination within the timeframe above, shall constitute a waiver by the Contractor of all its rights to further protest, judicial, or otherwise. The Assistant Director of Purchasing & Contracts shall consider the Contractor's protest and shall render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the determination of the Assistant Director of Purchasing & Contracts, the Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the determination by the Assistant Director of Purchasing & Contracts.

1.1.7 Unless otherwise directed in writing, Contractor shall at all times carry on with the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligation to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.8 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or its subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Contract shall govern over definition of terms provided in the St. Johns County Purchasing Policy.

1.2.1 Acceptance of the Work: Written acceptance of the Work by the County and the County's Project Manager.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.4 Contract Price: The sum set forth in Article IV of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.5 Contract Time: The number of calendar days between commencement and completion of the Work, established in paragraph 3.1.1 of this Contract, as may be amended by Change Order.

1.2.6 Design: Those design services related to the Project prepared by the County or the County's consultants or other representatives, which shall, as may be required, be included in Contractor's Work.

1.2.7 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, general notes, schedules and diagrams.

1.2.8 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Substantial Completion and Final Completion dates.

1.2.12 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

1.2.13 Project: The total undertaking to be accomplished for County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

1.2.14 Project Manager: The County's representative assigned to the Project, or any part thereof, to observe the Work and perform certain other obligations of the County as defined in Article VI below.

1.2.15 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by Contractor or a Subcontractor, Sub-subcontractor, and material suppliers to illustrate some portion of the Work.

1.2.16 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.

1.2.17 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.18 Substantial Completion: The stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract so that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

1.2.19 Work: Construction and services required by the Contract Documents, including all labor, materials, equipment and services as well as other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract. The Work may constitute the whole or part of the Project.

1.3 Ownership of Contract Documents

Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Work. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall Contractor and/or Contractor's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

ARTICLE II THE WORK

2.1 Project Description

The Sheriff's Tactical Training Facility Project requires the Contractor to provide any and all labor, materials, equipment, permits, and any other items required for construction of a new multi-story Sheriff's training facility, including an Allowance for Bi-Directional Amplifier (BDA) Equipment, and Bid Alternate No. 1 for addition of grading, drainage, and erosion improvements at the Shooting Range. The Project includes All work shall conform to the St. Johns River Water Management District (SJWMD) permit No. 150535-7 and Building permit provided by St. Johns County. The Contractor shall comply with all terms of the permits as pertaining to performance of the work, and all other requirements specified in the Contract Documents.

2.2 Labor and Materials

2.2.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, construction equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.3 Project Sequencing/Arrangement

Contractor shall not be limited in the sequencing or staging of the Work except to the extent that the Contract Documents impose limitations. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization/arrangement of the Drawings or Design, shall control Contractor in dividing the Work or in establishing the extent or scope of Work to be performed by Subcontractors.

2.4 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 12, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to achieve Substantial Completion and Final Completion in accordance with the Contract Documents.

2.5 Cleaning the Jobsite

Contractor shall keep the Jobsite neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris from the Jobsite as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from and about the Jobsite as well as all tools, appliances, construction equipment, temporary utilities, temporary construction and machinery and surplus materials. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

2.6 Reporting Requirements

2.6.1 Daily Record. The Contractor shall keep a daily record of the Work at the Jobsite. At a minimum the Daily Record shall include weather conditions, number of workers (by trade) on the Jobsite, and material/equipment deliveries. Daily Records shall be submitted by close of business the following day.

2.6.2 Monthly Report. The Contractor shall prepare and submit a written monthly report by the tenth day of each calendar month. Monthly reports shall at a minimum describe Work completed in the prior month, planned Work for the current month, detailed explanations of any activity that is behind schedule, corrective actions taken to recover schedule, safety and environmental incidents and corrective actions taken.

2.7 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work or the Project shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.8 Access to Work

The County and the Project Manager, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.9 Utilities

Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents. If the scope of Work requires, Contractor shall arrange for activating permanent power, water, and sanitary service to the Project prior to Substantial Completion. This includes legal sketches and descriptions for easement as well as record drawings requirements required by utility companies. The County will assume permanent utility costs at Substantial Completion.

2.10 Existing Utility Lines

2.10.1 When existing Utility Lines (e.g. conduits, pipelines, transmission mains and utility equipment and appurtenances) shown on the Drawings are to be removed or relocated, Contractor shall notify the Project Manager in ample time (but in no event less than five (5) business days) for taking measures for prevention of the interruption of any required services prior to the beginning of operations. Locations of existing utility lines shown on the Drawings are based on the best information available to the Project Manager, but shall not be considered exact either as to location or number of such lines.

2.10.2 Contractor shall protect Utility Lines constructed under terms of the Contract and those discovered or shown on Drawings to be existing. In the event that Contractor damages any existing Utility Lines, shown or not shown on the Drawings, Contractor shall immediately notify the Project Manager. Damage occurring to existing Utility Lines due to Contractor's failure to exercise reasonable care shall be repaired or replaced at no cost to the County.

2.11 Taxes

2.11.1 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use County's tax-exempt status unless specifically authorized in writing in advance.

2.11.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service (“IRS”) Form W-8ECI, Contractor shall provide County a copy of Contractor’s current Form W-8ECI prior to issuance of any invoice or payment under this Contract. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due to the Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds the County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

2.12 Publicity and Advertising

2.12.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract, the Work or the Project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.12.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.13 County Furnished Items

2.13.1 The County shall furnish to Contractor, at the time of executing this Contract, written and tangible material concerning conditions below ground at the Jobsite. Such written and tangible material is furnished to Contractor only in order to make disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project’s Jobsite.

2.13.2 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for construction.

2.13.3 Subject to Paragraph 1.6 above, the County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III CONTRACT TIME

3.1 Contract Time

3.1.1 Contractor shall commence the Work within ten (10) calendar days following receipt of the County’s Notice to Proceed and shall substantially complete all Work within **three hundred (300)** consecutive calendar days as may be extended pursuant to Paragraph 9.2 of this Contract. Final Completion shall be reached within **thirty (30)** consecutive calendar days after Substantial Completion.

3.1.2 Contractor, prior to commencing the Work, shall submit to the Project Manager for his/her information, Contractor’s schedule for completing the Work. Contractor’s schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing), and relate to the entire Work. By way of illustration and not exclusion, Contractor’s schedule shall: (1) contain sufficient activities to assure adequate planning for the Work, (2) include approved changes to the Work that impact the schedule, (3) include a clearly defined critical path, and (4) include a unique description for each activity. In the event any schedule revision impacts the completion time as provided in Paragraph 3.1.1 above, Contractor shall submit a request for additional time, in accordance with procedures as provided in Paragraph 9.2 below. Failure by Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Substantial Completion

3.3.1 When Contractor considers the Work is substantially complete, Contractor shall notify the Project Manager in writing and submit a comprehensive list of incomplete items to be completed or corrected prior to Final Completion. The Project Manager will promptly inspect the Work following receipt of Contractor's notice and attached list of incomplete items. The Project Manager may refuse to inspect the Work if the Work is obviously not substantially complete or when Contractor's list is not complete.

3.3.2 To the extent applicable to Contractor's specific Work scope, the following items shall be completed prior to Contractor's request for a Substantial Completion inspection.

- a) All general construction completed.
- b) Project Jobsite cleared of Contractor's excess equipment, storage shacks, trailers, and/or building supplies.
- c) Project record Drawings and Specifications submitted in accordance with the Contract Documents.
- d) Preliminary as-built drawings submitted.
- e) All applicable permits required for use provided.
- g) All operations and maintenance manuals, training literature, and software for all equipment provided.
- h) Manufacturers' certifications and warranties provided.
- i) All required spare parts and special tools provided.

3.3.3 If Substantial Completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, the cost of any subsequent inspections requested by Contractor for the purpose of determining Substantial Completion shall be the responsibility of Contractor and shall be assessed against the final payment application.

3.3.4 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 et seq, the Project Manager will prepare the punch list required by the Local Government Prompt Payment Act. Unless otherwise mutually agreed, the punch list items shall be corrected by Contractor within thirty (30) calendar days and prior to any request for Final Inspection and Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of Contractor to complete the Work pursuant to this Contract.

3.4 Final Inspection

When all the Work is finally complete and Contractor is ready for a final inspection, Contractor shall provide written notice to the County and the Project Manager. The Project Manager, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the County that the Work, or identified portion of the Work, conforms to all requirements of the Contract Documents. If the Project Manager determines that the Work or any part of the Work is not complete or fails to conform to the Contract Document requirements, Contractor will be notified in writing of deficiencies. After correcting all deficiencies Contractor shall again initiate the procedures for final inspection as set forth above. The Project Manager will issue a Final Certificate for Payment following satisfactory inspection of the Work provided Contractor has delivered to the Project Manager the final corrected as-built Drawings and the final bill of materials, if any.

3.5 Liquidated Damages

3.5.1 Execution of this Contract by Contractor shall constitute Contractor's acknowledgment that the County will sustain damages in the amount identified in Paragraph 3.5.2 below for each and every calendar day during which completion of the Work required is delayed beyond Final Completion. Contractor and County agree that such damages shall be presumed to be the damages actually sustained by the County as defined below, and that because of the nature of the Project, it would be impracticable or impossible to determine or extremely difficult to fix the actual damages.

3.5.2 If Contractor fails to achieve Substantial Completion or Final Completion of the Work by its applicable date, then the County shall be entitled to withhold from any amounts otherwise due Contractor or to be paid as a debt due the sum of **\$2,650** Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County's rights of termination and Contractor's obligation to complete the Work.

3.5.3 Should Contractor fall behind the approved Work schedule; the County reserves the right to deduct Liquidated

Damages based on an estimated period of late completion. The County need not wait until completion of Work to withhold Liquidated Damages from Contractor's progress payments.

3.6 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 This Contract is a NOT-TO-EXCEED Contract. As compensation for satisfactory performance of the Work, the County shall compensate, and Contractor shall accept, as full and complete compensation for all the Work required herein a Base Bid Price of **Four Million Three Hundred Ninety-Three Thousand Seven Hundred Dollars (\$4,343,700.00)**, **Allowance No. 1 for Fifty Thousand Dollars (\$50,000.00)**, and **Bid Alternate No. 1 at a Price of Eighty-Four Thousand Eight Hundred Dollars (\$84,800.00)** for a Total Not-To-Exceed Price of **Four Million, Four Hundred Seventy-Eight Thousand Five Hundred Dollars (\$4,478,500.00)**, the "Contract Price". The cost of any item of Work not covered by a specific Not-To-Exceed price shall be included in the Not-To-Exceed price to which the item is most applicable.

4.1.2 If required by the County, Contractor shall have included unit prices in the base Not-To-Exceed Price. Such unit prices shall apply to revisions to the Work as directed by the County in accordance with Article IX. Unit prices are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other things necessary. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.2 Schedule of Values

4.2.1 Prior to the commencement of Work, Contractor shall submit to the County and to the Project Manager a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the County may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract.

4.2.2 Upon approval by the County the Schedule of Values shall be used as a basis for Contractor's Application for Payment. The total of all payments in the Schedule of Values must at all times be equal to the Contract Price. No progress payment shall be made to Contractor until an acceptable Schedule of Values is submitted.

4.2.3 General conditions costs may be considered as a line item for the following items (break down required) (collectively the following shall be known as the General Conditions Costs):

- a) Contractor's field office personnel (full-time on-site)
- b) Construction office and storage facilities
- c) Utilities required to sustain field office and sanitary facilities
- d) Electrical power and water for construction
- e) Bonds and Insurance

4.2.4 Progress payments for general conditions costs will be based on the percentage of Work completed to date, except bonds and insurance which may be requested in full. Separate payments for Shop Drawings and deposits for materials will not be allowed.

4.3 Measurement and Payment

4.3.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the Project Manager upon request. Contractor shall notify the Project Manager prior to the time such surveys are made. The Project Manager may but shall have no obligation to witness and verify such surveys. Measurements and

computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.3.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.4 Progress Payments

4.4.1 Prior to Contractor's submittal of the initial Application for Payment, Contractor shall have delivered the following documents. The County will not make any payment to Contractor until Contractor has complied with these requirements.

- a) Schedule of Values
- b) Project Schedule
- c) Certified copy of recorded bond
- d) Insurance Certificates

4.4.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The Project Manager will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the Project Manager's recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

4.4.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County's Project staff, Contractor may demand in writing a meeting with and review by the County's Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.4.4 The County may withhold from each progress payment made to Contractor an amount not to exceed five (5%) percent of payment as retainage until final acceptance of all Work in accordance with Section 255.078 of the Florida Statutes. Any interest earned on retainage shall accrue to the benefit of the County. The County shall make prompt payment to Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the County or Contractor.

4.4.5 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment, whether incorporated in the Project or not, shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.5 Application for Payment

4.5.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed during the Project. Contractor shall submit with each Application for Payment an updated Project schedule acceptable to the Project Manager. Each Application for Payment shall clearly include:

- a) Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) Original Contract Price including approved Change Order amounts; and,

g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.5.2 Delivered, stored or stockpiled materials may be included in an Application for Payment provided Contractor meets the following conditions:

- a) Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the County);
- b) An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific Project by name; and
- c) The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.

Payments for such materials shall be at the sole discretion of the Project Manager, shall be based only upon the actual cost of the materials to Contractor, and shall not include any overhead or profit to Contractor.

4.5.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.5.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.5.5 No progress payment, nor any use or occupancy of the Project by the County, shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.5.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.6 Withheld Payment

4.6.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 11.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;

- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.6.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

4.7 Final Payment

4.7.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice provided the following has been completed or submitted with such final invoice:

- a) Complete all items applicable to the Work identified in Paragraph 3.3.2;
- b) Complete all Work listed on the punch list prepared in accordance with Paragraph 3.3.4;
- c) Consent of Surety for final payment and/or retainage;
- d) Final Waiver and Release of Claim signed by Contractor;
- e) Submittal of final corrected as-built (record) Drawings;
- f) Settlement of Liquidated Damages, as applicable; and
- g) Settlement of liens and Claims, if any.

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

4.7.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Project Manager and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any

other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

5.2.1 Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). Absent such written designation, Contractor's Jobsite superintendent shall be deemed Contractor's Authorized Representative and s/he shall be authorized to receive and accept any and all communications from the County or the County's Project Manager. All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 13.18 titled "Written Notice".

5.2.2 At all times while performing the Work and Warranty Work, Contractor shall have one or more Authorized Representatives present on the Jobsite. Such Authorized Representative shall be capable to effectively communicate with the County or the County's Project Manager, execute and enforce applicable Contract Documents and address Jobsite safety and environmental requirements.

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety construction equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, Project plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.3.3 Stop Work Authority. Notwithstanding the foregoing, the County reserves the right to direct Contractor to stop Work and correct an unsafe condition at any time that any person present at the Jobsite identifies any unsafe condition or action. For this purpose only, any person at the Jobsite is authorized to act on behalf of the County.

5.3.4 Safety Representative. Prior to commencing Work, Contractor shall designate in writing a member(s) of its Jobsite construction team as its Safety Representative. Such Safety Representative shall be acceptable to the County and shall have responsibility for implementing all safety procedures, including OSHA, responsibility for the prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Subcontractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and subcontractors on safety and environmental matters required for the Work. In the absence of the required written designation, this person shall be Contractor's Superintendent.

5.3.5 Safety Reporting Requirements. Contractor shall maintain accident and injury records as required by Applicable Law. Such records will be made available to the County upon request. Contractor shall immediately report to the County any death, injury or damage to property incurred or caused by Contractor's employees and employees of Contractor's subcontractors and suppliers of any tier.

5.3.6 Drug Free Workplace. By signing this Contract, Contractor agrees to maintain a healthy and productive workforce

and safe working conditions thru compliance with the Drug-Free Workplace Act (Chapter 112, Florida State Statutes). Contractor's personnel shall not possess, use, manufacture, distribute or be under the influence of while on the Jobsite (or any other location where the provisions of this Contract applies) alcoholic beverages and/or illegal drugs or any other "Drug" as such term is defined in the Drug-Free Workplace Act.

5.3.7 Occupational Safety and Health Act (OSHA). Contractor warrants that all materials, equipment, services, etc., delivered or provided to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of this Contract. Contractor further certifies that if material, equipment, service, etc., delivered or provided to the County is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by Contractor.

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

Accordingly, Contractor is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the County under this Contract. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided by Contractor to the County. The SDS for each substance must be sent to the County's Project Manager and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Attn: Risk Management

In the event that hazardous material is improperly handled or stored by Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the Jobsite, Contractor shall immediately notify the County and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless the County from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of this Contract.

ARTICLE VI PROJECT MANAGER

6.1 Project Manager Responsibilities

6.1.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the Project Manager.

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

6.1.4 The Project Manager shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

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

6.1.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Contractor's submittals including but not limited to Shop Drawings, Product Data and Samples. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

6.1.7 The Project Manager may authorize minor changes in the Work by field order as provided elsewhere herein. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time. If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice in accordance with the requirements of Article VIII.

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

6.1.9 The Project Manager's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.2 Field Orders

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

ARTICLE VII SUBCONTRACTORS

7.1 Award of Subcontracts

7.1.1 Contractor shall be responsible for all Work performed under the Contract Documents. All persons engaged in the Work of the Project are the responsibility and under the control of Contractor. Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by Contractor to act as a Subcontractor on the Project. The Project Manager shall promptly reply to Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

7.1.2 Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the County, Contractor shall remove such Subcontractor immediately upon written request from the County, and the Subcontractor shall not again be employed on the Project. The County will not entertain requests to arbitrate disputes among Subcontractors or between Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

ARTICLE VIII CONTRACT DISPUTES/CLAIMS

8.1 Contract Claims

8.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

8.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Public Works Department.

8.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

8.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

8.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

8.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

8.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

8.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE IX CHANGES IN THE WORK

9.1 General

9.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents. Contract Time and Contract Price will be adjusted, in accordance with Sections 9.2 and 9.3 below, by written Change Order for changes which materially increase or decrease the cost of or time for performance of the Work.

9.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall submit a written notice to the Project Manager explaining in detail the basis for the change request. Contractor's written notice must be furnished within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Project Manager and County. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT**

TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Pending final resolution of any such claim request, Contractor shall diligently proceed with performance of this Contract regardless of any dispute concerning performance of the Work or the amount Contractor is to be paid for such Work.

9.2 Changes in the Contract Time

9.2.1 The Contract Time will be extended by Change Order in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension is submitted in accordance with Section 8.1.2 above.

9.2.2 If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as a direct result of unusually adverse weather conditions not reasonably anticipated, or any other causes beyond Contractor's reasonable control and not attributable to Contractor or Contractor's Subcontractor's actions or failure to act, then the date for achieving Substantial Completion of the Work may be extended for such reasonable time as the Project Manager may determine. An extension of Contract Time shall be Contractor's sole and exclusive remedy for delay unless the delay is solely caused by fraud, bad faith or active interference on the part of the County or its representatives. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time.

9.2.3 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to paragraph 8.1.2 above. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor's inability to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.

9.2.4 Contractor shall, at no cost to the County, take all precautions necessary to secure the Project Jobsite from any damage that may be caused by all threatened storm events, regardless of whether the County has given notice of same. Compliance with any specific storm event precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the County has directed such suspension, will entitle Contractor to additional Contract Time only and shall not give rise to a claim for a change in the Contract Price.

9.3 Changes in the Contract Price

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

9.3.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

- a) By mutual acceptance of a lump sum increase or decrease in costs. Upon the Project Manager's request, Contractor shall furnish a detailed estimate of increased or decreased costs, together with cost breakdowns and other support data as the Project Manager may reasonably request.
- b) By Unit Prices stated in the Contract Documents, or subsequently agreed upon payment.
- c) By a manner or method mutually agreed by the County and Contractor.

9.3.3 If no mutual agreement occurs between the County and Contractor, then the change in the Contract Price, if any, shall than be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, unemployment insurance, fringe benefits required by a pre-existing Contract or by custom, and workers' compensation insurance, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes paid by Contractor that are directly attributable to the changed Work. In no event shall any expenditure or savings associated with Contractor's home office or other non-Jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments shall be made to Contractor based on the Project Manager's recommendation for payment.

9.3.4 Costs which will not be allowed or paid in Change Orders or other claims under this Contract include, but are not

limited to, the costs of preparing or reviewing change request/claims or proposed Change Orders, change request/claim consulting costs; lost revenues; lost profits; lost income or earnings; interest cost of any type other than those mandated by statute; rescheduling costs; lost earnings; loss of other business; or the costs of Contractor representatives visiting the Jobsite or participating in meetings with the County. The County shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of Contractor has been established therefore in a court of competent jurisdiction.

9.4 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

9.5 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

9.6 Differing Site Conditions

If during the course of the Work, Contractor encounters (1) subsurface or concealed conditions at the Project's Jobsite that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project's Jobsite, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify the Project Manager in writing of the existence of the aforesaid conditions. The Project Manager shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of the Project Manager, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, the Project Manager may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Project Manager and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to the Assistant Director of Purchasing and Contracts for determination in accordance with the provisions of Paragraph 1.5. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to the Project Manager in strict accordance with the provisions of this Article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Project Manager as the date of Substantial Completion.**

The failure by Contractor to provide written notice as provided in this Paragraph 9.6 shall constitute a waiver by Contractor of any Claim arising out of or relating to such concealed or unknown condition.

ARTICLE X UNCOVERING WORK, STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

10.1 Uncovering Work

10.1.1 No Work or portion of Work shall be covered until inspected by the County as required by the Contract Documents. If any of the Work is covered contrary to the request or direction of the County or the Project Manager or contrary to the requirements of the Contract Documents, Contractor shall, upon written request, uncover it for the Project Manager's inspection and subsequently cover the Work in accordance with the Contract Documents without adjustment to the Contract Time or Contract Price. The provisions and obligations set forth herein shall apply even if the County ultimately determines (after uncovering and inspection) that the underlying Work in question conforms to the requirements of the Contract Documents.

10.1.2 Should the County wish to either (i) re-inspect a portion of the Work that has been covered by Contractor in compliance with Paragraph 9.1.1, above, or (ii) inspect a portion of the Work that has been covered by Contractor which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the County did not specifically request to observe prior to its being covered, Contractor shall uncover the applicable portion of the Work upon written request. If the County determines that the Work uncovered conforms to the requirements of the Contract Documents, then the County will pay the costs of uncovering and replacement of the cover through a Change Order and

will adjust the Contract Time by Change Order if the uncovering and replacement Work extends the most current Substantial Completion or Final Completion date, as applicable. If, however, the County determines that the Work uncovered does not conform to the requirements of the Contract Documents, then Contractor shall pay the costs of uncovering and replacement and shall not be entitled to an adjustment of the Contract Price.

10.2 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the Project Manager, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

10.3 County May Accept Defective or Nonconforming Work

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

ARTICLE XI CONTRACT SUSPENSION AND TERMINATION

11.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible. Notwithstanding anything to the contrary in this Contract and, in the event any such suspension exceeds ninety (90) days, Contractor may, upon ten (10) days written notice to the County, terminate performance under this Contract and recover from the County an equitable adjustment in accordance with Section 9.3 above.

11.2 Termination

11.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

11.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed work.

11.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Work is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Work under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Work after termination.

11.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Agreement. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, and take over and prosecute the Work to completion. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in completion of the Work.

11.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the construction Site in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

11.2.6 Contractor shall not remove from the construction Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

11.2.7 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the construction Jobsite and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

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

11.2.9 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 11.2.4 above.

ARTICLE XII WARRANTY AND INDEMNITY

12.1 Warranty

12.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

12.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

12.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs

associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

12.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

12.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

12.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

12.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

12.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

12.2 Indemnity

12.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

12.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

12.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

12.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

12.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or

impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

12.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XIII INSURANCE AND BONDS

13.1 Contractor's Insurance Requirements

13.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

13.3 Workers Compensation

Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

13.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or

rented/hired automobiles.

13.6 Additional Coverages

ONLY THE SUBSECTIONS CORRESPONDING TO ANY CHECKED BOX IN THIS PARAGRAPH 12.6 WILL APPLY TO THIS CONTRACT.

13.6.1 Professional Liability.

13.6.1.1 Contractor shall procure and maintain, during the life of this Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon Final Completion. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.1.2 In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.6.2 Builder's Risk.

a. Contractor shall procure and maintain Builder's Risk ("all risk") insurance on a replacement cost basis. The amount of coverage shall be equal to the full replacement cost on a completed value basis, including periodic increases or decreases in values through change orders.

13.6.2.2 The Builder's Risk policy shall identify the County as the sole loss payee. The policy shall name as insured the County, Contractor and its subcontractors of every tier. Each insured shall waive all rights of subrogation against each of the other insured to the extent that the loss is covered by the Builder's Risk Insurance. The Builder's Risk policy shall be primary and any self-insurance maintained by the County in not contributory. The Builder's Risk policy shall not include a co-insurance clause. This coverage shall not be lapsed or cancelled because of partial occupancy by the County prior to Final Completion of the Work.

13.6.2.3 The Builder's Risk insurance shall:

- a. insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal including demolition as may be reasonably necessary; and water damage (other than that caused by flood).
- b. cover, as insured property, at least the following: (i) the Work and all appurtenances, materials, supplies, fixtures, machinery, apparatus, equipment and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work including County furnished or assigned property; (ii) spare parts inventory required within the scope of the Contract; and (iii) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Jobsite, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- c. extend to cover damage or loss to insured property (i) while in transit; and (ii) while in temporary storage at the Jobsite or in a storage location outside the Jobsite (but not including property stored at the premises of a manufacturer or supplier).
- d. include (i) performance/start-up and hot testing; (ii) soft costs (e.g. design and engineering fees, code updates, permits, bonds, insurances, and inspection costs); and (iii) costs of funding or financing when a covered risk causes delay in completing the Work.

13.6.3 The Builder's Risk Insurance may have a deductible clause. Contractor shall be responsible for paying any and all deductible costs. Notwithstanding anything to the contrary set forth above, the deductible for coverage of all perils and causes of loss enumerated in subparagraph 12.6.2.3 above shall not exceed \$250,000.

13.7 Other Requirements

The required insurance limits identified in Sections 12.4, 12.5, and 12.6 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

13.8 Payment and Performance Bonds

Contractor shall execute, furnish the County with, and record in the public records of St. John's County, a Payment and Performance Bond in accordance with the provisions of Sections 255.05 and 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance with Section 255.05, F.S., the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XIV MISCELLANEOUS

14.1 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

14.2 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

14.3 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

14.4 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

14.5 Governing Law & Venue

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

14.6 Assignment

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

14.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

14.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

14.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

14.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

14.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

14.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a

manually executed counterpart of this Contract.

14.13 Entire Contract

This Contract for the Work, comprised of the Contract Documents enumerated herein, constitutes the entire Contract between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing, as provided herein and signed by authorized representatives of both parties.

14.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

14.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

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

14.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

14.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

14.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14.16.8 Contractor will include the provisions of paragraphs 14.16.1 through 14.16.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

14.17 Public Records

14.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the

County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

14.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

14.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

14.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

14.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

14.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14.20 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or

ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels
Email Address: ldaniels@sjcfl.us

DiMare Construction Co.
3545 US 1 South
St. Augustine, FL 32086
Attn: W. Frank DiMare, President
Email Address: wfd@dimare.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County :

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor:

DiMare Construction Co. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.: 23-MCA-DIM-18780	Contractor Name:
Project: Sheriff's Tactical Training Facility	Contractor Address:
Project Address:	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.



NOTICE OF INTENT TO AWARD

September 14, 2023

Bid No: 23-77; Sheriff's Tactical Training Facility

St. Johns County hereby issues this Notice of Intent to Award a contract for Base Bid with Allowance No. 1 and Bid Alternate No. 1 to **DiMare Construction Co.** as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids. Bid Alternate No. 2 is not being awarded.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, BAS, CPPB, Senior Procurement Coordinator, via email at dfye@sjcfl.us or phone at 904-209-0162.

St. Johns County, FL
Board of County Commissioners
Purchasing Division

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", written over a horizontal line.

Leigh A. Daniels, CPPB
Purchasing Manager
ldaniels@sjcfl.us
(904) 209-0154 - Direct

Date: 9/14/23



ST. JOHNS COUNTY, FL
 BID TABULATION

BID NO./TITLE: 23-77; Sheriff's Tactical Training Facility

OPENING DATE: 9/13/2023
 OPENED BY: Bryan Matus
 VERIFIED BY: Richard Poulin
 POSTING DATE: 9/14/2023

BIDDERS	Base Bid Not-To-Exceed Price	Allowance 1 (Allowance for BDA Equipment per Drawing E-110)	Total Base Bid Price (Base Bid NTE + Allowance No. 1)	Bid Alternate No. 1 (Add Grading, Drainage and Erosion at Shooting Range)	Bid Alternate No. 2 (Deduct Electric Panels and All Breakers)	
Sauer Construction, LLC	\$4,485,887.00	\$50,000.00	\$4,535,887.00	\$99,104.00	-\$20,477.00	
Saboungi Construction, Inc.	\$4,911,700.00	\$50,000.00	\$4,961,700.00	\$81,900.00	-\$20,000.00	
STG Contracting Group, Inc.	\$4,391,000.00	\$50,000.00	\$4,441,000.00	\$82,000.00	-\$19,000.00	
C.C. Borden Construction, Inc.	\$5,446,900.00	\$50,000.00	\$5,496,900.00	\$87,500.00	-\$18,585.00	
E. Vaughan Rivers, Inc.	\$5,156,300.00	\$50,000.00	\$5,206,300.00	\$97,974.00	-\$27,500.00	
Thomas May Construction Company	\$5,960,000.00	\$50,000.00	\$6,010,000.00	\$106,250.00	-\$18,585.00	
Dimare Construction Co	\$4,343,700.00	\$50,000.00	\$4,393,700.00	\$84,800.00	-\$21,700.00	

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

OFFICIAL COUNTY BID FORM (REVISED PER ADDENDUM 3)
ST. JOHNS COUNTY, FLORIDA

PROJECT: SHERIFF'S TACTICAL TRAINING FACILITY

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

DATE SUBMITTED: 9/13/2023

BID PROPOSAL OF

<u>DiMare Construction Co</u>		
Full Legal Company Name		
<u>3545 US 1 South, St Augustine FL 32086</u>	<u>904-797-3328</u>	<u>904-797-4341</u>
Mailing Address	Telephone Number	Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for **Bid No: 23-77; Sheriff's Tactical Training Facility** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

BASE BID NOT-TO-EXCEED PRICE: (All costs for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work, as per plans and specifications)

\$ 4,343,700
Base Bid Not-To-Exceed Price (Numerical)

_____/100 Dollars
Base Bid Not-To-Exceed Price (Amount written or typed in words)

ALLOWANCE NO. 1: Allowance for BDA Equipment (as specified on Drawing E-110) \$50,000.00

TOTAL BASE BID PRICE: Total amount calculated by adding the Base Bid Not-To-Exceed Price and Allowance No. 1 amounts together to determine the Total Base Bid Not-To-Exceed Price for completion of the Project.

\$ 4,393,700
Total Base Bid Not-To-Exceed Price (Numerical)

_____/100 Dollars
Total Base Bid Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Base Bid Not-To-Exceed Price and the Total Base Bid Not-To-Exceed Price above in numerals and in words. The Total Bid Not-To-Exceed Price shall consist of the base bid price for the project and allowance. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

BID ALTERNATE NO. 1: Provide cost to add Grading, Drainage and Erosion at Shooting Range – Per Technical Specifications (Section 01 23 00 – Alternates)

\$ 84,800 Add
Alternate No. 1 Total Not-To-Exceed Bid Price (Numerical)

_____/100 Dollars
Alternate No. 1 Total Not-To-Exceed Bid Price (Amount written or typed in words)

BID ALTERNATE NO. 2: Provide cost to deduct Electric Panels and all Breakers – Per Technical Specifications (Section 01 23 00 – Alternates – Revised Per Addendum #3)

\$ <21,700> Deduct
Alternate No. 2 Deduct Bid Price (Numerical)

_____/100 Dollars
Alternate No. 2 Total Deduct Bid Price (Amount written or typed in words)

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

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

No.: <u> 1 </u>	Date Received: 7/20/2023	#4	8/04/2023
No.: <u> 2 </u>	Date Received: 7/31/2023	#5	8/11/2023
No.: <u> 3 </u>	Date Received: 8/04/2023	#6	8/25/2023
		#7	9/01/2023

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **five percent (5%) of Total Not-To-Exceed Bid Price**, payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

CORPORATE/COMPANY



Full Legal Company Name: DiMare Construction Co

By: *W. Frank DiMare*
Signature of Authorized Representative

W. Frank DiMare, President
(Name & Title typed or printed)

By: _____
Signature of Authorized Representative

(Name & Title typed or printed)

Address: 3545 US 1 South, St Augustine FL 32086

Telephone No.: (904) 797-3328

Fax No.: (904) 797-4341

Email Address for Authorized Company Representative: wfd@dimare.com

Federal I.D. Tax Number: 59-2221950

DUNS #: _____
(If applicable)

INDIVIDUAL

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

(Signature)

Address: _____

Telephone No.: () _____

Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

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, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

ATTACHMENT "A"

ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

COUNTY OF St Johns

The Undersigned authority, W. Frank DiMare ("Affiant"), who being duly sworn, deposes and states that he/she is the President (Title) of the Bidder DiMare Construction Co (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 23-77; Sheriff's Tactical Training Facility, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their 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. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder 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.

DATED this 13 day of September, 20 23.

[Signature]
Signature of Affiant

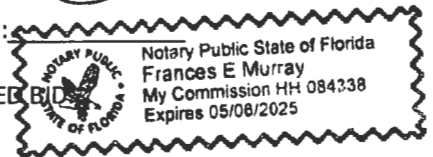
W. Frank DiMare
Printed Name of Affiant

President
Printed Title of Affiant

DiMare Construction Co
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of September, 20 23, by W. Frank DiMare, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires:



BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

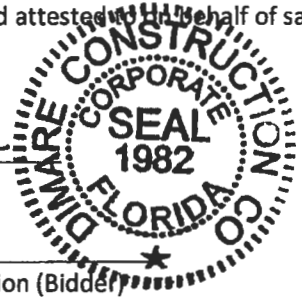
I, W. Frank DiMare, certify that I am the Secretary of the corporation named as Principal in the foregoing; that W. Frank DiMare, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then President (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

W. Frank DiMare

Signature of Secretary

DiMare Construction Co

Full Legal Name of Corporation (Bidder)



STATE OF Florida

COUNTY OF St Johns

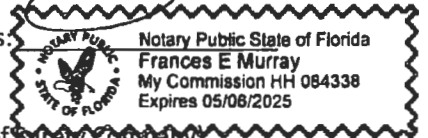
Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, W. Frank DiMare (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this 13 day of September, 2023 by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

Frances E Murray

Notary Public

My Commission Expires:



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

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

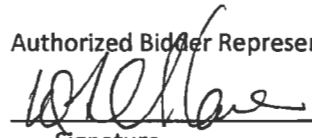
ATTACHMENT "C"

CONTRACTOR'S QUALIFICATIONS STATEMENT

I, W. Frank DiMare, President hereby certify that DiMare Construction Co
(Authorized Company Representative Name & Title) (Full Legal Company Name)

has performed and is licensed in the State of Florida as a Certified General Contractor (CGC). I also certify that the above named company is capable of bonding any Contract in excess of \$100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

 9/13/2023
Signature Date

W. Frank DiMare, President
Name & Title of Representative



Ron DeSantis, Governor

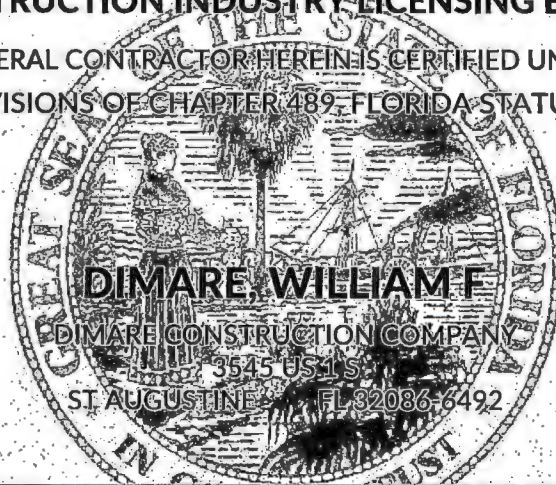
Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC015116

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

This Receipt is issued pursuant to
County ordinance 87-36

**2023/2024 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1018196
EXPIRES September 30, 2024

Business Type General Contractor (L)

Location 3545 US #1 South
St Augustine FL 32086

Business Name **Dimare Construction**

Owner Name Dimare, William F.

Mailing Address 3545 US #1 South
St. Augustine, FL 32086



**New Business
Transfer**

Tax	18.00
Penalty	0.00
Cost	0.00
Total	18.00

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

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

This form becomes a receipt only when validated below

Paid by receipt(s) 2022-8514765 on 08/28/23 for \$18.00

ATTACHMENT "E"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Bidder is NOT a Local Business, and/or is NOT self-performing at least 50% of all Work specified under this solicitation, the Bidder must utilize qualified Local Businesses to complete a minimum of 50% of all Work. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Work/Services
Ground Control	Sitework	David DiMare	904-501-6526 david@groundcontrolfl.com	Yes	6.9%
Brock Fencing	Fencing	Kevin Brock	904-797-2006 sales@brockfence.com	Yes	1.1%
Florida Landscape	Landscape	John Kordic	904-824-0991 floridalandscape@att.net	Yes	0.6%
Young's Masonry	Concrete/Masonry	Jeremy Young	904-824-0593 youngsmasonry@att.net	Yes	10.5%
Palatka Welding	Steel	Joey Buckles	386-328-1507 palatkawelding@gmail.com	No	
Register Roofing	Roofing	Lincoln Register	904-215-8533 lincoln@registerroofing.com	No	
A Lasting Impression	Painting	Jim Mix	904-737-5574 imaliofiar@comcast.net	No	
Exteriors Plus	Stucco	David Guthrie	386-325-0268 exteriorsplusinc@earthlink.net	No	
Gary Rodgers	Plumbing	Andy Rodgers	904-765-7964 arodgers@roddersnc.com	No	
Weather Engineers	HVAC	Frank Barberi	904-356-3963 fbarberi@weatherengineers.com	No	
Thibault Electric	Electrical	Steve Thibault	904-829-6886 tbault@bellsouth.net	Yes	9.1%
DiMare Construction	Materials & Management	Keith Brown	904-797-3328 keith@dimare.com	Yes	26.4%

ATTACHMENT "F"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 23-77; Sheriff's Tactical Training Facility

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

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

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

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

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



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

Legal Name of Respondent: DiMare Construction Co

Authorized Representative(s):  W. Frank DiMare, President
Signature Print Name/Title

Signature Print Name/Title

St. Johns County Board of County Commissioners

ATTACHMENT "G"

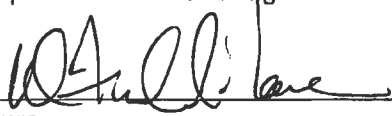
DRUG-FREE WORKPLACE FORM

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

DiMare Construction Co does:
Name of Firm

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

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



Signature

9/13/2023
Date

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "H"

CERTIFICATE(S) OF INSURANCE

(Attach or insert copy here)

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2023

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

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

PRODUCER Herbie Wiles Insurance 400 N Ponce de Leon Blvd St. Augustine FL 32084		CONTACT NAME: Taryn Sickler PHONE (A/C, No, Ext): (904) 829-2201 E-MAIL ADDRESS: tsickler@herblewiles.com	FAX (A/C, No): (904) 829-2020
INSURED DIMARE CONSTRUCTION CO 3545 US HWY 1 S ST AUGUSTINE FL 32086-6345		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS COMPANIES INC NAIC # 25658 INSURER B: ERNEST RADY TRUST NAIC # 16386 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 23-24 liab REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DT-CO-3T785689-COF-23	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-3T778115-23-26-G	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			CUP-3T84509A-23-26	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	WFL 5052664 03	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Physical Damage			BA-3T778115-23-26-G	06/30/2023	06/30/2024	Collision \$1000 Comprehensive \$1000

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

CERTIFICATE HOLDER St Johns County Contractor Licensing 4040 Lewis Speedway St Augustine FL 32084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Taryn Sickler</i>
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BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "I"

RELEVANT EXPERIENCE OF BIDDER

Each Bidder must submit a list of projects showing relevant experience to the scope as described in this IFB. The information required shall include: dates of service, dollar amount of contract, name of individual, firm or agency, and a contact person name, title, phone number and email address. The County reserves the right to contract the project owners to verify experience of the Bidder.

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
8/2022	St Johns County 500 San Sebastian View St Augustine FL 32084	4,462,700	SJC Utility Lab St Augustine FL
1/2019	St Johns County 500 San Sebastian View St Augustine FL 32084	3,371,700	SJC Fire Station 19 St Augustine FL
1/2018	St Johns County 500 San Sebastian View St Augustine FL 32084	6,449,700	SJC Combined Fire Station #5 & Sheriff's South Regional Command Center
7/2016	St Johns County 500 San Sebastian View St Augustine FL 32084	10,946,000	SJC Public Works St Augustine FL

ATTACHMENT "J"

CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

- 1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes _____ No X

If yes, please attach additional sheet(s) to include:

- Description of every action Captions of the Litigation or Arbitration
- Amount at issue
- Name (s) of the attorneys representing all parties:
- Amount actually recovered, if any
- Name(s) of the project owner(s)/manager(s) to include address and phone number

- 2. List all pending litigation and or arbitration.
- 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
- 4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

NONE

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No X If yes, on separate sheet(s), provide an explanation of those instances.

- 6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes X No _____ If no, on separate sheet(s), explain why.

- 7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.

NO CONSTRUCTION CLAIMS

- 8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes X No _____ If yes, on separate sheet(s) explain in detail.

****Airport Authority charged liquidated damages due to delays on hangar during COVID crisis****

ATTACHMENT "K"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, W. Frank DiMare ("Affiant"), being duly authorized by and on behalf of DiMare Construction Co ("Respondent") hereby swears or affirms as follows:

- 1. The principal business address of Respondent is: 3545 US 1 South, St Augustine FL 32086
2. I am duly authorized as President (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature of Affiant

W. Frank DiMare, President
Printed Name & Title of Affiant

DiMare Constructon Co
Full Legal Name of Respondent

9/13/2023
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 13 day of September, 20 23 by Affiant, who is [X] personally known to me or [] has produced as identification.

Notary Public



ATTACHMENT "L"


NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid 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 Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): W. Frank DiMare

SIGNATURE: 

TITLE: President

DATE: 9/13/2023

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DiMare Construction Co

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "M"

E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St Johns

I, W. Frank DiMare (hereinafter "Affiant"), being duly authorized by and on behalf of DiMare Construction Co (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

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

DATED this 13 day of September, 2023.

W. Frank DiMare
Signature of Affiant

W. Frank DiMare
Printed Name of Affiant

President
Printed Title of Affiant

DiMare Construction Co
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of September, 2023, by W. Frank DiMare, who is personally known to me or has produced _____ as identification.



BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "N"

LOCAL PREFERENCE

Bidders must complete and submit **Attachment N**, indicating whether or not the Bidder is submitting for consideration of Local Preference. Any Bidder that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Bidder as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment N.

Any Bidder submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

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


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

Bidder is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy YES

If Bidder selects this option, by signing below, Bidder certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Bidder is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Bidder selects this option, Bidder is not seeking consideration for local preference, and is not required to submit the documentation provided above.



Signature – Authorized Representative

W. Frank DiMare, President

Printed Name & Title

9/13/2023

Date of Signature

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that DiMare Construction as Principal, and ~~Swiss Re Corporate Solutions America Insurance Corporation~~ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amount Bid Dollars (5%) 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__.

September 13, 2023

For
SHERIFF'S TACTICAL TRAINING FACILITY
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 September 13 A.D., 2023, 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: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

WITNESSES:

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

WITNESSES:

Kevin A. B.
Heather D.

DiMare Construction
PRINCIPAL:

DiMare Construction
NAME OF FIRM:

W. J. Lane
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

PRESIDENT
TITLE



3545 US 1 South
BUSINESS ADDRESS

St. Augustine Florida 32086
CITY STATE

Swiss Re Corporate Solutions America Insurance Corporation
SURETY:

WITNESS:

Melissa Beckworth
Melissa Beckworth, Account Manager

Swiss Re Corporate Solutions America Insurance Corporation
CORPORATE SURETY

James C. Congelio
ATTORNEY-IN-FACT (AFFIX SEAL) **James C. Congelio**

3111 W Dr. MLK Jr. Blvd., Suite 350
BUSINESS ADDRESS

Tampa Florida 33607
CITY STATE

Sterling Seacrest Pritchard
NAME OF LOCAL INSURANCE AGENCY

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAMES C. CONGELIO and JAMES N. CONGELIO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 24TH day of MAY, 20 23

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 24TH day of MAY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of September, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



ADDENDUM #1

July 20, 2023

To: Prospective Bidders

From: St. Johns County Purchasing Division

Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the BID Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders/ must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid/RFP/RFQ Documents:

1. The date of the Non-Mandatory Pre-Bid Meeting is revised to: **Tuesday, August 8, 2023 at 10:00 AM.**

**SUBMITTAL DEADLINE FOR BIDS REMAINS:
WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST**

Acknowledgment:

A handwritten signature in black ink, appearing to read "W. Frank DiMare", written over a horizontal line.

Signature

W. Frank DiMare, President

Printed Name/Title
DiMare Construction Co

Respondent Company Name

END OF ADDENDUM NO. 1

Purchasing Division
500 San Sebastian View, St. Augustine, FL 32084
904.209.0150 | sjcfl.us



ADDENDUM #2

July 31, 2023

To: Prospective Bidders

From: St. Johns County Purchasing Division

Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the BID Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. Exhibit B – Technical Specifications has been revised to add Alternate No. 2 – Electric Panels (Deduct). Updated Section 01 23 0 Alternates (dated July 21, 2023) is uploaded to www.DemandStar.com and attached to this Addendum #2.
2. The Official County Bid Form has been revised and is included with this Addendum. Bidders must use the revised Bid Form in their submitted bids. Failure to use the Revised Official County Bid Form may result in the submittal being deemed non-responsive.

The Official County Bid Form has been revised to include the following:

- Allowance No. 1 for Bi-Directional Amplifier (BDA) Equipment (as specified on Drawing E-110)
- Bid Alternate No. 1: add grading, drainage, and erosion at Shooting Range (per Technical Specifications Section 01 23 00 – Alternatives)
- Bid Alternate No. 2: deduct electric panels (per Revised Technical Specifications Section 01 23 00 – Alternatives)

**SUBMITTAL DEADLINE FOR BIDS REMAINS:
WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST**

Purchasing Division
500 San Sebastian View, St. Augustine, FL 32084
904.209.0150 | sjcfl.us



Acknowledgment:

Signature

W. Frank DiMare, President

Printed Name/Title

DiMare Construction Co

Respondent Company Name

Attachments:

- Revised Official Bid Form
- Addendum 03 – Technical Specifications Revision: Section 01 23 00 Alternates – July 21, 2023

END OF ADDENDUM NO. 2



ADDENDUM #3

August 4, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the BID Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. A Revised Exhibit A – Construction Plans printable in a larger format has been uploaded to www.DemandStar.com.
2. Exhibit B – Technical Specifications Section 01 23 00 Alternates. 3.01 Schedule of Alternates has been revised. Alternate No. 2 – Electric Panels (Deduct) has been revised to include all breakers. Updated Section 01 23 0 Alternates (dated August 2, 2023) is uploaded to www.DemandStar.com.
3. Revised Official County Bid Form has been uploaded to www.DemandStar.com. **Bidders must use the revised Bid Form in their submitted bids.** Failure to use the Revised Official County Bid Form per Addendum #3 may result in the submittal being deemed non-responsive.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST

Bidder Acknowledgment:

Signature of Authorized Representative

W. Frank DiMare, President

Printed Name/Title

DiMare Construction Co

Full Legal Name of Bidder

END OF ADDENDUM NO. 3



ADDENDUM #4

August 4, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #4 is issued for further Bidders' information and is hereby incorporated into the BID Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. A Revised Sheet E101 First Floor Lighting Plan for Exhibit A – Construction Plans has been uploaded to www.DemandStar.com.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDT

Bidder Acknowledgment:



Signature of Authorized Representative

W. Frank DiMare, President

Printed Name/Title

DiMare Construction Co

Full Legal Name of Bidder

END OF ADDENDUM NO. 4



ADDENDUM #5

August 11, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #5 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid/RFP/RFQ Documents:

1. A Non-Mandatory Site Visit has been scheduled.

Non-Mandatory Site Visit
Thursday, August 17, 2023 at 9:00 AM EDST
911 Law Enforcement Way
St. Augustine, FL 32084

Attendance is not required, but this will be the only opportunity for Bidders to access the site for bid preparation.

Bidders are required to arrive on-site no later than 8:55 AM EDST and must sign in with the SJC Purchasing representative.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST

Bidder Acknowledgment:

Signature

W. Frank DiMare, President

Printed Name/Title Authorized Representative

DiMare Construction Co

Respondent Company Name

END OF ADDENDUM NO. 5



ADDENDUM #6

August 25, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #6 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid/RFP/RFQ Documents:

1. The Contractor shall be responsible for obtaining a St. Johns County Building Permit and any other additional permits that may be required.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Is there a materials alternate for the cable for cabling runs, or is provision of the cable part of the base bid?
Answer: Provision of the cable is part of the base bid.
2. Regarding the Building Permit, is it anticipated that we will be able to get the permit within thirty (30) days of application?
Answer: There is no guarantee on how long it will take for a building permit to be issued.
3. Will the Notice to Proceed be issued after the building permit is obtained or prior?
Answer: The Notice to Proceed will be issued once a contract is executed and the required Recorded Public Construction Bond is provided to the County as the project has site work that can be worked on prior to receipt of the building permit.
4. If there is a long delay in obtaining the building permit, will the County be open to extend the date of completion?
Answer: The County will work with the Contractor when extensions are necessary. However, the Contractor is responsible to submit application for the building permit once the contract is executed and the Notice to Proceed issued.
5. What is the estimated project budget?
Answer: \$5,500,000.00.



6. Will the County allow the General Contractor (GC) the option to hire a third party for plan review for the permitting process? This could speed up the process and the GC typically absorbs the cost with no cost passed onto the County.

Answer: The County may discuss this option with the Awarded Contractor.

7. Are raceways for connectivity to the building in place?

Answer: Yes.

8. Are there any special hours of operation/downtime?

Answer: On-site work hours are limited between 8:00AM to 6:00PM, Monday through Friday, but the County will work with the Contractor to modify work hours as necessary for project completion.

9. If additional plan reviews are required to obtain the building permit, who bears the cost? If the County, would a change order be processed to add the additional cost?

Answer: If additional plan reviews are a result of errors in the original plans provided by the County, the cost would pass on to the County through a change order, otherwise the cost is the responsibility of the Contractor.

10. Exhibit B – Technical Specs, Section 07 55 00 1.04, C, 1.a lists the following for Roof Area Design Uplift Pressure (a) Zone 1 – Field of roof 61.8 psf, (b) Zone 2 – Eaves, ridges, hips and rakes 78.3 psf, and (c) Zone 3 – Corners 103.0 psf. However, Exhibit A – Construction Plans, Plan Sheet S-002 lists very different Ultimate Pressures, from -27.4 to -62.9. Which is correct?

Answer: Exhibit B – Technical Specs, Section 07 55 00 has been revised, and uploaded to www.DemandStar.com and attached to this Addendum as "Attachment 1", modifying Article 1.04 paragraph C to remove design pressures and refer to pressures indicated on drawings.

11. Exhibit B – Technical Specs, Section 07 55 00, 2.03, A and B references Section 072200 which is not included in the Exhibit. Can you please provide Section 072200?

Answer: Section 07 22 00 was incorrectly referenced and should instead reference section 07 21 00, also see revised Exhibit B – Technical Specs, Section 07 55 00, uploaded to www.DemandStar.com attached to this Addendum as "Attachment 1".

12. Can you tell me if there is a shooting range as part of this project? I am not seeing one on the drawings but do see a range house.

Answer: The shooting range is already in place and not a part of this Bid.

13. Sheets E102 and E104 show CCTV and Access Control Equipment, however there are no specifications or pathways shown. Are we to include this in our bid? If so, please provide additional information.

Answer: CCTV and Access Control Equipment are Included in the Bid, refer to additional information in Bid Document Exhibit A – Construction Plans on Sheet E110, Telephone Backboard & Systems Riser for conduit, cabling and camera descriptions.

14. Sheet E109 - TS Faceplate Detail Notes: Note 1 states "Telephone and data faceplate-install (2) cat 6 plenum rated cables to each outlet location shown and for every workstation (not shown)." Please provide additional information regarding the workstations for data quantities. Can any information



be provided regarding the Workstations (not shown) for data quantities? References: E102, E104 , E109

Answer: Areas shown with and without data outlets are correct on the drawings. Each wall data outlet gets two (2) Cat 6 plenum rated cables as indicated.

15. What is the correct finish floor elevation, Sheet C4-1 shows finish floor elevation of 46.25 feet and sheet C5-1 shows finish floor elevation of 46.1 feet?

Answer: The finish floor elevation is 46.25 feet.

16. Regarding Alternate 2, is the Owner to provide electrical panels M, P and L and Contractor to provide breakers? What Manufacturer and Model number are the Panel boxes?

Answer: Exhibit B – Technical Specifications Section 01 23 00 Alternates. 3.01 Schedule of Alternates was revised in Addendum #3 modifying Alternate 2, the Owner (County) will directly purchase Panels M, P, L, and all breakers.

17. Regarding Alternate 2, is the Owner to provide Automatic Transfer Switch and Generator Quick Connect? What Manufacturer?

Answer: Correct, Owner will furnish as part of alternate number 2. Manufacturer: ASCO.

18. Regarding Alternate 2, where is Generator to be located?

Answer: Final location will be coordinated with the County, assume location will be adjacent to existing electrical transformer.

19. In Division 2600 Specifications 3.4 D. Bushings and double locknuts, why double locknuts on conduit fittings? Does this apply to conduit sizes smaller than 1”?

Answer: Double locknuts are required to avoid loosening over time inside wall. Required on less than 1” also (unless on exposed boxes).

20. In Division 2600 Specifications 3.8 A. Provide ceiling access panels, is this for the electrical Contractor?

Answer: Yes, or by coordination with the General Contractor.

21. As for Lighting Fixtures and Electrical Devices and Equipment, are equivalent substitutes allowed?

Answer: Requests for equivalent substitutes must be submitted along with material specifications before the Question Deadline for the County to Review and acceptance or denial.

22. On Blue Print sheet E103, Note 4 and 5, is the switch override for the whole circuit or just corridor lights?

Answer: Whole circuit.

23. In Blue print sheet E105, will the General Contractor be responsible for sealing roof penetrations pertaining to conduits feeding receptacles and RTU units?

Answer: Yes.

24. In Blue print sheet E106, can service, ATS, and panel M feeder be parallel?

Answer: Yes.



25. What are the software platforms being used for the access control and cameras?
Answer: Genetec for ACS. Cameras need to be Axis.
26. What is the video management system (VMS) being used?
Answer: Genetec for VMS.
27. On Sheet E108, the rear cable management kit specified (Hubbell ISKC) part number does not exist.
Answer: Part number Hubbell ISKC is not needed as the Leviton patch panel has a cable management bar included.
28. On Sheet E108, the grounding kit (Panduit TRGK672) has been discontinued with no replacement.
Answer: The correct grounding kit is Panduit RGCBNJ660P22.
29. On Sheet E108, the rear post power strip mounting brackets (Hubbell ICKPM) have been discontinued with no replacements.
Answer: This item is no longer needed.
30. Sheet G-001: Fire Protection During Construction: Note 5 references fire protection and Sheet G-002: Code Note 1 references required flow tests, however there are no Fire Protection drawings or specifications. Are we to price the Fire Suppression or Fire Alarm scope?
Answer: Fire Protection notes on sheet G-001 are general notes for safeguarding during construction. Ultimately it is the Contractor's responsibility to provide and manage a fire prevention plan during construction operations, and the notes provided on this page are general in nature and provide basic guidance/reference to Fire Prevention Codes. Alternatively, notations on G-002 are specific to the final building. Fire suppression and Fire Alarms as indicated on G-002 are not required.
31. Can civil CAD files be provided?
Answer: CAD files will be provided to the awarded Bidder.
32. Is the fence/gate going to be 6'H or 8'H? C6-2 shows a 6'H fence but C6-3 shows an 8'H gate.
Answer: Six feet (6') High.
33. Are rooms that have a room number only (i.e. 100, 101, 102, etc.) to have a sign with room number only (no room name)?
Answer: The following rooms should receive room signage: Lobby 001, Women's 002, Men's 003, Secure Vestibule 004, Conference Room 005, Data 006, Storage 007, Water 008, Electric 009, VR 110, Stairs and exits. Other rooms are considered "temporary/training spaces" and do not require signage. Refer to Exhibit A – Construction Plans Sheet 26A-603 for general signage requirements.
34. Please provide model number for the microwave in the Kitchenette.
Answer: Dacor Discovery 24" Convection Microwave DCM24. The Equipment schedule on Sheet A-604 of Exhibit A – Construction Plans has been revised, uploaded to www.DemandStar.com and attached to this Addendum as "Exhibit 2".



35. Please provide model number/size for the dry erase board (FF-05).


Answer: Basis of Design: Everwhite White Board with aluminum frame (with marker tray) and magnetic surface (4'x8')

36. Typically the plans should have a "Sign Schedule" that lists each room name, room number, the type of sign needed, and quantity of each. Looking at the plans, there appear to be over 20 rooms, but there is not an identification schedule so we have no way of knowing which rooms get signs and which do not. Will a Sign Schedule be issued for clarification?

Answer: Refer to Question #3 above. A signage schedule will not be provided.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST

Bidder Acknowledgment:


Signature

W. Frank DiMare, President

Printed Name/Title Authorized Representative

DiMare Construction Co

Respondent Company Name

END OF ADDENDUM NO. 6



ADDENDUM #7

September 1, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #7 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. Sheets A-601 and A-602 of Exhibit A – Construction Plans have been revised, uploaded to www.DemandStar.com and attached to this Addendum #7.
2. Notice of Acceptance (NOA) No. 22-0628.07 accepting substitute of Insul-Lock HR, Garland Modified Bitumen Roofing Systems over Concrete Decks, has been uploaded to www.DemandStar.com and attached to this Addendum #7.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Sheet E110 calls for an Axis concealed camera. This camera is designed for indoor use. The drawings call for these cameras to be mounted to the exterior. How are we to proceed?
Answer: The exterior cameras are to be Axis M3116-LVE.
2. The plans call out for stainless steel handrails at the stairs but the specs call for galvanized railing. Please clarify. Are the guardrails stainless too? Please clarify material & finish for all the rest of the railings. If stainless, what level of finish?
Answer: Galvanized handrails and guardrails, per specifications.
3. Sheet A-602 does not show head, jamb, or sill details for window type B, a hollow metal window in an E type wall. Please confirm if a sill is required at this window.
Answer: Refer to details 13, 14, and 15 on the revised Sheet A-602, see #1 under "Revisions/Clarifications" above.



4. Section 07220 is mentioned in several areas, including Section 07 55 00, Part 1, 1.02 related Sections, A. Section 07220 2.02 TORCH APPLIED 2-PLY ASPHALT ROOFING, 2.03 Accessories A & B. However, there is no section 07220 in the specifications. Please provide the relevant specification.

Answer: Exhibit B – Technical Specs, Section 07 55 00, was revised and uploaded to www.DemandStar.com (refer to Addendum #6).

5. In section 1.04 Design / Performance Requirements D. Roof system shall have been tested in compliance with the following codes and test requirements: 1. Florida FBC: a. Membrane Systems: NEMO Evaluation Report G32310.07.10-R6 FL12144-R8 1) C-9. However, FBC FL12144-R8 C-9 requires the use of Garland Insul-Lock II with no substitutions. Unfortunately, the Garland representative informed me this product is no longer available so we cannot use this assembly. Can you provide an alternative assembly?

Answer: Insullock II was replaced with Insullock HR, per the attached system approval and as referenced: Miami Dade Notice of Acceptance (NOA No.: 22-0628.07 Page 26/27 of 70), see #2 under "Revisions/Clarifications" above.

6. Are we mulching the existing trees to remain? Or only the new palms? Also, the landscape notes mention mulching pine fines for the Asiatic jasmine. The jasmine appears to have been removed?

Answer: Yes, please mulch the existing trees. No need for pine fines as the jasmine has been removed.

7. I want to confirm that we need the soil test and "application of slow-release fertilizer".

Answer: No need for the soil tests and fertilizer as the ornamental landscape has largely been eliminated.

8. Are we adding an entirely new zone for the bubblers? Or just attempting to add 4 bubblers and 250 feet of pipe to an existing zone? I think adding a new zone just for the bubblers is the best option, just to ensure we have enough water pressure and flow without messing up existing.

Answer: Please add a new zone for the bubblers so it can be dialed back after establishment.

9. Detail 4/A-302 shows what looks to be a half pipe mounted to an embed plate. This does not show up on a floor plan and is not referenced anywhere else. Please provide diameter and length of the pipe and plate if we are to price this.

Answer: This condition occurs in several locations and is indicated on exterior elevations, floor/roof plans and enlarged plans. Details include but are not limited to: 1/A-310, 3/A-310, 4/A-310. Also note detail 1/A-311 and 5/A-200.

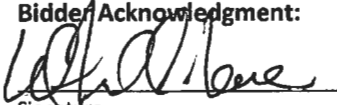
10. On Sheet E110, the specified camera (F4005) and head end unit (F41) are discontinued by Axis. How are we to proceed? If other parts are found to be discontinued, can we use an equivalent from the same manufacturer?

Answer: Refer to Question #1 above.



SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST

Bidder Acknowledgment:


Signature

W. Frank DiMare, President
Printed Name/Title Authorized Representative
DiMare Construction Co
Respondent Company Name

END OF ADDENDUM NO. 7

ATTACHMENT | "N"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must complete and sign this Attachment to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment.

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

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

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

Respondent is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy YES

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local businesses proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

[Signature]
Signature – Authorized Respondent Representative

DAVID DIMARCO, MGR
Printed Name & Title

1/19/23
Date of Signature

This Receipt is issued pursuant to
County ordinance 87-36

**2022/2023 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1069565
EXPIRES September 30, 2023

Business Type Tractor Service
Location 3545 S US1
St Augustine FL 32086

Business Name **Ground Control Of Florida
LLC**

Owner Name Ground Control Of Florida LLC

**Mailing
Address** 3545 US1 S
St. Augustine, FL 32086



**New Business
Transfer**

Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

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

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

This form becomes a receipt only when validated below

Paid by receipt(s) 2021-802830 on 08/12/22 for \$22.00

BID NO: 23-77

ATTACHMENT "N"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must complete and sign this Attachment to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment.

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

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

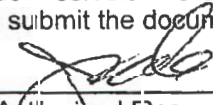
If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy YES

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.



Signature – Authorized Respondent Representative

John Kordic Pres.

Printed Name & Title

1/18/23

Date of Signature

This Receipt is issued pursuant to
County ordinance 87-36

2022/2023 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

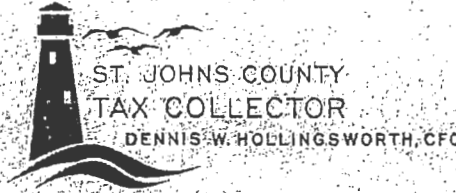
Account 1000443
EXPIRES September 30, 2023

Business Type Nursery/Plants (L)
Location 4404 Manucy Road
St. Augustine, FL 32084

Business Name Florida Landscape And
Nursery Inc

Owner Name Kordic, John

Mailing Address 4404 Manucy Road
St. Augustine, FL 32084



New Business Transfer

Tax	30.00
Penalty	0.00
Cost	0.00
Total	30.00

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

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

This form becomes a receipt only when validated below

Paid by receipt(s) 2021-802454 on 07/29/22 for \$30.00

2020/2021 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT

1000443

September 30, 2021

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 100655 NURSERY PLANTS

BUSINESS ADDRESS 4404 MANUCY ROAD
ST AUGUSTINE FL 32084

BUSINESS NAME FLORIDA LANDSCAPE AND NURSERY INC
OWNER KORDIC JOHN

MAILING ADDRESS 4404 MANUCY ROAD
ST AUGUSTINE FL 32084



<input checked="" type="checkbox"/> NEW BUSINESS TRANSFER	
ORIGINAL TAX	30.00
AMOUNT	30.00
PENALTY	.00
COLLECTION COST	
TOTAL	30.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID - 6138616 0001-0001 501 07/13/2020 30.00

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

Required by county, state or federal law. State or federal permission of author

ATTACHMENT "N"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must complete and sign this Attachment to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment.

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

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

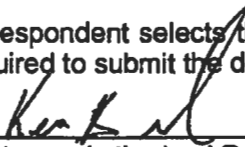
If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy YES

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.



Signature -- Authorized Respondent Representative

KEVIN BROCK

Printed Name & Title

11/16/2023

Date of Signature

This Receipt is issued pursuant to
County ordinance 87-36

**2021/2022 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1016105
EXPIRES September 30, 2022

Business Type Fence
Location 4955 Crescent Technical Ct
St Augustine FL 32086

Business Name Brock Fence Inc

Owner Name Brock, Kevin

Mailing Address 4955 Crescent Technical Court
St. Augustine, FL 32086



New Business
Transfer

Tax	22.00
Penalty	0.00
Cost	0.00
Total	22.00

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

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

This form becomes a receipt only when validated below

Paid by receipt(s) 2020-800021 on 07/19/21 for \$22.00

ATTACHMENT "N"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must complete and sign this Attachment to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment.

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

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

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

Respondent is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy Yes

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Jeremy Young
Signature – Authorized Respondent Representative

Jeremy Young Vice President
Printed Name & Title

1/18/23
Date of Signature



**ST. JOHNS COUNTY
TAX COLLECTOR**

DENNIS W. HOLLINGSWORTH, CFC
P.O. Box 9001, St. Augustine, FL 32085-9001

RECEIPT EXPIRES SEPTEMBER 30TH OF EACH YEAR

Business Information:
YOUNG'S MASONRY INC
235 ST RD 207
RESIDENTIAL CONTRACTOR (L)

Account Number: 1001632

Current Amount Due: \$ 18.00
Arrears/Penalty: \$ 0.00
Total Due By Sept. 30: \$ 18.00

Late Penalty Fees:	OCT: 10%	DEC: 20%
	NOV: 15%	JAN: 25%

RETURN THIS NOTICE WITH PAYMENT OR

RENEW ONLINE AT: www.sjctax.us
PIN: 905274959

Dennis W. Hollingsworth
St. Johns County Tax Collector
THIS IS NOT A RECEIPT UNLESS VALIDATED



17
4-9008

YOUNG'S MASONRY INC
3889 WINTERHAWK CT
ST AUGUSTINE FL 32086-5574



104 2022 000001001632 00000001800 00000001800 5

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "N"

LOCAL PREFERENCE

Bidders must complete and submit **Attachment N**, indicating whether or not the Bidder is submitting for consideration of Local Preference. Any Bidder that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Bidder as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment N.

Any Bidder submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

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

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

Bidder is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy Yes

If Bidder selects this option, by signing below, Bidder certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Bidder is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Bidder selects this option, Bidder is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Signature – Authorized Representative

Stephen Thibault

Printed Name & Title

9/6/23

Date of Signature

This Receipt is issued pursuant to
County ordinance 87-36

2023/2024 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1010937
EXPIRES September 30, 2024

Business Type Electrical Contractor (L)
Location 240 Ravenswood Drive
St Augustine FL 32085

**New Business
Transfer**

Business Name Thibault's Electrical Service

Owner Name Thibault, Stephen P.

**Mailing
Address** Po Box 4398
St. Augustine, FL 32085-4398



Tax	18.00
Penalty	0.00
Cost	0.00
Total	18.00

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

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

This form becomes a receipt only when validated below

Paid by receipt(s) 2022-8511743 on 07/18/23 for \$18.00



ADDENDUM #1

July 20, 2023

To: Prospective Bidders

From: St. Johns County Purchasing Division

Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the BID Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders/ must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid/RFP/RFQ Documents:

1. The date of the Non-Mandatory Pre-Bid Meeting is revised to: **Tuesday, August 8, 2023 at 10:00 AM.**

**SUBMITTAL DEADLINE FOR BIDS REMAINS:
WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST**

Acknowledgment:

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 1

Purchasing Division
500 San Sebastian View, St. Augustine, FL 32084
904.209.0150 | sjcfl.us



ADDENDUM #2

July 31, 2023

To: Prospective Bidders

From: St. Johns County Purchasing Division

Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the BID Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. Exhibit B – Technical Specifications has been revised to add Alternate No. 2 – Electric Panels (Deduct). Updated Section 01 23 0 Alternates (dated July 21, 2023) is uploaded to www.DemandStar.com and attached to this Addendum #2.
2. The Official County Bid Form has been revised and is included with this Addendum. Bidders must use the revised Bid Form in their submitted bids. Failure to use the Revised Official County Bid Form may result in the submittal being deemed non-responsive.

The Official County Bid Form has been revised to include the following:

- Allowance No. 1 for Bi-Directional Amplifier (BDA) Equipment (as specified on Drawing E-110)
- Bid Alternate No. 1: add grading, drainage, and erosion at Shooting Range (per Technical Specifications Section 01 23 00 – Alternatives)
- Bid Alternate No. 2: deduct electric panels (per Revised Technical Specifications Section 01 23 00 – Alternatives)

**SUBMITTAL DEADLINE FOR BIDS REMAINS:
WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST**

Purchasing Division
500 San Sebastian View, St. Augustine, FL 32084
904.209.0150 | sjcfl.us



Acknowledgment:

Signature

Printed Name/Title

Respondent Company Name

Attachments:

- Revised Official Bid Form
- Addendum 03 – Technical Specifications Revision: Section 01 23 00 Alternates – July 21, 2023

END OF ADDENDUM NO. 2

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

OFFICIAL COUNTY BID FORM (REVISED PER ADDENDUM 2)
ST. JOHNS COUNTY, FLORIDA

PROJECT: SHERIFF'S TACTICAL TRAINING FACILITY

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for **Bid No: 23-77; Sheriff's Tactical Training Facility** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

BASE BID NOT-TO-EXCEED PRICE: (All costs for all labor, materials, equipment, supplies, taxes, other miscellaneous costs, profit, and overhead, both direct and indirect, for completion of all Work, as per plans and specifications)

\$ _____

Base Bid Not-To-Exceed Price (Numerical)

_____/100 Dollars

Base Bid Not-To-Exceed Price (Amount written or typed in words)

ALLOWANCE NO. 1: Allowance for BDA Equipment (as specified on Drawing E-110) \$50,000.00

TOTAL BASE BID PRICE: Total amount calculated by adding the Base Bid Not-To-Exceed Price and Allowance No. 1 amounts together to determine the Total Base Bid Not-To-Exceed Price for completion of the Project.

\$ _____

Total Base Bid Not-To-Exceed Price (Numerical)

_____/100 Dollars

Total Base Bid Not-To-Exceed Price (Amount written or typed in words)

Bidder shall insert the Base Bid Not-To-Exceed Price and the Total Base Bid Not-To-Exceed Price above in numerals and in words. The Total Bid Not-To-Exceed Price shall consist of the base bid price for the project and allowance. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

BID ALTERNATE NO. 1: Provide cost to add Grading, Drainage and Erosion at Shooting Range – Per Technical Specifications (Section 01 23 00 – Alternates)

\$ _____
Alternate No. 1 Total Not-To-Exceed Bid Price (Numerical)

_____/100 Dollars
Alternate No. 1 Total Not-To-Exceed Bid Price (Amount written or typed in words)

BID ALTERNATE NO. 2: Provide cost to deduct Electric Panels – Per Technical Specifications (Section 01 23 00 – Alternates)

\$ _____
Alternate No. 2 Deduct Bid Price (Numerical)

_____/100 Dollars
Alternate No. 2 Total Deduct Bid Price (Amount written or typed in words)

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

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 Contract presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **five percent (5%) of Total Not-To-Exceed Bid Price**, payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

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: _____

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, and all Attachments 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.

SECTION 01 23 00 - ALTERNATES**PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.03 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.04 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION****3.01 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1 - Grading, Drainage and Erosion at Shooting Range.
 - 1. Base Bid: The Base Bid limits of work are as described throughout the civil site work plans. The limits of Base Bid earthwork are as defined on Sheet C5-1 (Grading, Drainage, & Erosion Control Plan) by the Proposed Grading Limits Line. The erosion control silt fence required for the Base Bid is as shown on Sheet C5-1.
 - 2. Alternate: The scope of work included in Alternate 1 generally consist of an additional 2,000 CY of fill soil and 2.5 acres of hydroseeding across the grass field shooting range south of the proposed Tactical Training building. The limits of work for Alternate 1 are described on Sheets C5-2 and C5-3 (Alternate #1 Grading, Drainage, & Erosion Control Plan) by the Proposed Grading Limits Line. The earthwork, hydroseeding, and erosion control silt fence installation described by the Base Bid shall be extended as shown on Sheets C5-2 and C5-3.
- B. Alternate No. 2 - Electric Panels (Deduct)
 - 1. Base Bid: Provide Electric Panels according to plans and specifications.

2. Alternate: Owner will directly purchase Panels M, P and L; the Automatic Transfer Switch and Generator Quick Connect. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner shall be included as part of the base bid contract sum and not part of the alternate.

END OF SECTION 01 23 00



ADDENDUM #3

August 4, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the BID Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. A Revised Exhibit A – Construction Plans printable in a larger format has been uploaded to www.DemandStar.com.
2. Exhibit B – Technical Specifications Section 01 23 00 Alternates. 3.01 Schedule of Alternates has been revised. Alternate No. 2 – Electric Panels (Deduct) has been revised to include all breakers. Updated Section 01 23 0 Alternates (dated August 2, 2023) is uploaded to www.DemandStar.com.
3. Revised Official County Bid Form has been uploaded to www.DemandStar.com. **Bidders must use the revised Bid Form in their submitted bids.** Failure to use the Revised Official County Bid Form per Addendum #3 may result in the submittal being deemed non-responsive.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST

Bidder Acknowledgment:

Signature of Authorized Representative

Printed Name/Title

Full Legal Name of Bidder

END OF ADDENDUM NO. 3



ADDENDUM #4

August 4, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #4 is issued for further Bidders' information and is hereby incorporated into the BID Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. A Revised Sheet E101 First Floor Lighting Plan for Exhibit A – Construction Plan; has been uploaded to www.DemandStar.com.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST

Bidder Acknowledgment:

Signature of Authorized Representative

Printed Name/Title

Full Legal Name of Bidder

END OF ADDENDUM NO. 4



ADDENDUM #5

August 11, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #5 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid/RFP/RFQ Documents:

1. A Non-Mandatory Site Visit has been scheduled.

Non-Mandatory Site Visit
Thursday, August 17, 2023 at 9:00 AM EDST
911 Law Enforcement Way
St. Augustine, FL 32084

Attendance is not required, but this will be the only opportunity for Bidders to access the site for bid preparation.

Bidders are required to arrive on-site no later than 8:55 AM EDST and must sign in with the SJC Purchasing representative.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST

Bidder Acknowledgment:

Signature

Printed Name/Title Authorized Representative

Respondent Company Name

END OF ADDENDUM NO. 5



ADDENDUM #6

August 25, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #6 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid/RFP/RFQ Documents:

1. The Contractor shall be responsible for obtaining a St. Johns County Building Permit and any other additional permits that may be required.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Is there a materials alternate for the cable for cabling runs, or is provision of the cable part of the base bid?
Answer: Provision of the cable is part of the base bid.
2. Regarding the Building Permit, is it anticipated that we will be able to get the permit within thirty (30) days of application?
Answer: There is no guarantee on how long it will take for a building permit to be issued.
3. Will the Notice to Proceed be issued after the building permit is obtained or prior?
Answer: The Notice to Proceed will be issued once a contract is executed and the required Recorded Public Construction Bond is provided to the County as the project has site work that can be worked on prior to receipt of the building permit.
4. If there is a long delay in obtaining the building permit, will the County be open to extend the date of completion?
Answer: The County will work with the Contractor when extensions are necessary. However, the Contractor is responsible to submit application for the building permit once the contract is executed and the Notice to Proceed issued.
5. What is the estimated project budget?
Answer: \$5,500,000.00.



6. Will the County allow the General Contractor (GC) the option to hire a third party for plan review for the permitting process? This could speed up the process and the GC typically absorbs the cost with no cost passed onto the County.

Answer: The County may discuss this option with the Awarded Contractor.

7. Are raceways for connectivity to the building in place?

Answer: Yes.

8. Are there any special hours of operation/downtime?

Answer: On-site work hours are limited between 8:00AM to 6:00PM, Monday through Friday, but the County will work with the Contractor to modify work hours as necessary for project completion.

9. If additional plan reviews are required to obtain the building permit, who bears the cost? If the County, would a change order be processed to add the additional cost?

Answer: If additional plan reviews are a result of errors in the original plans provided by the County, the cost would pass on to the County through a change order, otherwise the cost is the responsibility of the Contractor.

10. Exhibit B – Technical Specs, Section 07 55 00 1.04, C, 1.a lists the following for Roof Area Design Uplift Pressure (a) Zone 1 – Field of roof 61.8 psf, (b) Zone 2 – Eaves, ridges, hips and rakes 78.3 psf, and (c) Zone 3 – Corners 103.0 psf. However, Exhibit A – Construction Plans, Plan Sheet S-002 lists very different Ultimate Pressures, from -27.4 to -62.9. Which is correct?

Answer: Exhibit B – Technical Specs, Section 07 55 00 has been revised, and uploaded to www.DemandStar.com and attached to this Addendum as “Attachment 1”, modifying Article 1.04 paragraph C to remove design pressures and refer to pressures indicated on drawings.

11. Exhibit B – Technical Specs, Section 07 55 00, 2.03, A and B references Section 072200 which is not included in the Exhibit. Can you please provide Section 072200?

Answer: Section 07 22 00 was incorrectly referenced and should instead reference section 07 21 00, also see revised Exhibit B – Technical Specs, Section 07 55 00, uploaded to www.DemandStar.com attached to this Addendum as “Attachment 1”.

12. Can you tell me if there is a shooting range as part of this project? I am not seeing one on the drawings but do see a range house.

Answer: The shooting range is already in place and not a part of this Bid.

13. Sheets E102 and E104 show CCTV and Access Control Equipment, however there are no specifications or pathways shown. Are we to include this in our bid? If so, please provide additional information.

Answer: CCTV and Access Control Equipment are Included in the Bid, refer to additional information in Bid Document Exhibit A – Construction Plans on Sheet E110, Telephone Backboard & Systems Riser for conduit, cabling and camera descriptions.

14. Sheet E109 - TS Faceplate Detail Notes: Note 1 states "Telephone and data faceplate-install (2) cat 6 plenum rated cables to each outlet location shown and for every workstation (not shown)." Please provide additional information regarding the workstations for data quantities. Can any information

Purchasing Division | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | sjcfl.us



be provided regarding the Workstations (not shown) for data quantities? References: E102, E104 , E109

Answer: Areas shown with and without data outlets are correct on the drawings. Each wall data outlet gets two (2) Cat 6 plenum rated cables as indicated.

15. What is the correct finish floor elevation, Sheet C4-1 shows finish floor elevation of 46.25 feet and sheet C5-1 shows finish floor elevation of 46.1 feet?

Answer: The finish floor elevation is 46.25 feet.

16. Regarding Alternate 2, is the Owner to provide electrical panels M, P and L and Contractor to provide breakers? What Manufacturer and Model number are the Panel boxes?

Answer: Exhibit B – Technical Specifications Section 01 23 00 Alternates. 3.01 Schedule of Alternates was revised in Addendum #3 modifying Alternate 2, the Owner (County) will directly purchase Panels M, P, L, and all breakers.

17. Regarding Alternate 2, is the Owner to provide Automatic Transfer Switch and Generator Quick Connect? What Manufacturer?

Answer: Correct, Owner will furnish as part of alternate number 2. Manufacturer: ASCO.

18. Regarding Alternate 2, where is Generator to be located?

Answer: Final location will be coordinated with the County, assume location will be adjacent to existing electrical transformer.

19. In Division 2600 Specifications 3.4 D. Bushings and double locknuts, why double locknuts on conduit fittings? Does this apply to conduit sizes smaller than 1”?

Answer: Double locknuts are required to avoid loosening over time inside wall. Required on less than 1” also (unless on exposed boxes).

20. In Division 2600 Specifications 3.8 A. Provide ceiling access panels, is this for the electrical Contractor?

Answer: Yes, or by coordination with the General Contractor.

21. As for Lighting Fixtures and Electrical Devices and Equipment, are equivalent substitutes allowed?

Answer: Requests for equivalent substitutes must be submitted along with material specifications before the Question Deadline for the County to Review and acceptance or denial.

22. On Blue Print sheet E103, Note 4 and 5, is the switch override for the whole circuit or just corridor lights?

Answer: Whole circuit.

23. In Blue print sheet E105, will the General Contractor be responsible for sealing roof penetrations pertaining to conduits feeding receptacles and RTU units?

Answer: Yes.

24. In Blue print sheet E106, can service, ATS, and panel M feeder be parallel?

Answer: Yes.



25. What are the software platforms being used for the access control and cameras?
Answer: Genetec for ACS. Cameras need to be Axis.
26. What is the video management system (VMS) being used?
Answer: Genetec for VMS.
27. On Sheet E108, the rear cable management kit specified (Hubbell ISKC) part number does not exist.
Answer: Part number Hubbell ISKC is not needed as the Leviton patch panel has a cable management bar included.
28. On Sheet E108, the grounding kit (Panduit TRGK672) has been discontinued with no replacement.
Answer: The correct grounding kit is Panduit RGCBNJ660P22.
29. On Sheet E108, the rear post power strip mounting brackets (Hubbell ICKPM) have been discontinued with no replacements.
Answer: This item is no longer needed.
30. Sheet G-001: Fire Protection During Construction: Note 5 references fire protection and Sheet G-002: Code Note 1 references required flow tests, however there are no Fire Protection drawings or specifications. Are we to price the Fire Suppression or Fire Alarm scope?
Answer: Fire Protection notes on sheet G-001 are general notes for safeguarding during construction. Ultimately it is the Contractor's responsibility to provide and manage a fire prevention plan during construction operations, and the notes provided on this page are general in nature and provide basic guidance/reference to Fire Prevention Codes. Alternatively, notations on G-002 are specific to the final building. Fire suppression and Fire Alarms as indicated on G-002 are not required.
31. Can civil CAD files be provided?
Answer: CAD files will be provided to the awarded Bidder.
32. Is the fence/gate going to be 6'H or 8'H? C6-2 shows a 6'H fence but C6-3 shows an 8'H gate.
Answer: Six feet (6') High.
33. Are rooms that have a room number only (i.e. 100, 101, 102, etc.) to have a sign with room number only (no room name)?
Answer: The following rooms should receive room signage: Lobby 001, Women's 002, Men's 003, Secure Vestibule 004, Conference Room 005, Data 006, Storage 007, Water 008, Electric 009, VR 110, Stairs and exits. Other rooms are considered "temporary/training spaces" and do not require signage. Refer to Exhibit A – Construction Plans Sheet 26A-603 for general signage requirements.
34. Please provide model number for the microwave in the Kitchenette.
Answer: Dacor Discovery 24" Convection Microwave DCM24. The Equipment schedule on Sheet A-604 of Exhibit A – Construction Plans has been revised, uploaded to www.DemandStar.com and attached to this Addendum as "Exhibit 2".



35. Please provide model number/size for the dry erase board (FF-05).

Answer: Basis of Design: Everwhite White Board with aluminum frame (with marker tray) and magnetic surface (4'x8')

36. Typically the plans should have a "Sign Schedule" that lists each room name, room number, the type of sign needed, and quantity of each. Looking at the plans, there appear to be over 20 rooms, but there is not an identification schedule so we have no way of knowing which rooms get signs and which do not. Will a Sign Schedule be issued for clarification?

Answer: Refer to Question #3 above. A signage schedule will not be provided.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST

Bidder Acknowledgment:

Signature

Printed Name/Title Authorized Representative

Respondent Company Name

END OF ADDENDUM NO. 6

SECTION 07 55 00 - MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Torch Applied 2-Ply Asphalt Roofing. (2.16)(3.8)
- B. Accessories. (2.19)
- C. Edge Treatment and Roof Penetration Flashings. (2.20)(3.9)

1.02 RELATED SECTIONS

- A. Section 07 21 00 - Insulation Board: Insulation and fastening.

1.03 REFERENCES

- A. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- B. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- C. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- D. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
- E. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- F. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- G. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- H. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- I. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- J. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- K. ASCE 7-16, Minimum Design Loads for Buildings and Other Structures
- L. FBC - Florida Building Code.

1.04 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a FM Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Factory Mutual Class A Rating.
- C. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall comply with the components and cladding pressures indicated on the contract drawings.
 - 2. Live Load: 20 psf, or not to exceed original building design.
 - 3. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.
- D. Roof system shall have been tested in compliance with the following codes and test requirements:
 - 1. Florida FBC:
 - a. Membrane Systems: NEMO Evaluation Report G32310.07.10-R6 FL12144-R8
 - 1) C-9

1.05 SUBMITTALS

- A. Provide the following to the Owner at the time of bid submittal:
1. Written certification from the roofing system manufacturer corporate officer certifying that the applicator is currently approved for installation of the specified roofing system.
 2. Descriptive product data including MSD sheets.
 3. Certification of Class A roof system.
 4. Sample copy of contractor's workmanship warranty.
 5. Sample copy of specified Manufacturer's warranty.
 6. Sample copy of Manufacturer's Architectural indemnification Agreement.
- B. Product Data: Submit brochures containing material samples, SDS, schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, and accessories.
1. Within four (4) weeks of award of contract, submit:
 - a. Minimum of two (2) samples of each sheet material and descriptive literature.
 - b. Manufacturer's specifications and other independent test data according to ASTM designation D-5147-91 "Standard Test Methods for Sampling and Testing Modified Bituminous Sheet Material" needed to prove compliance with specified requirements.
 - c. All other data and information to satisfy requirements of manufacturer on warranty needs.
 - d. A written statement from the roofing materials manufacturers corporate officer approving the installer and stating the intent to guarantee the completed project as specified.
 - e. Samples of proposed warranty complete with any addenda necessary to meet the warranty requirements as specified.
 - f. Certified copy of ISO 9001 compliance.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane. Indicate size and materials. Show locations and installation procedures. Submit one electronic original prior to the job start and retain approved copies at the site.
- D. Materials: Modified Bitumen Manufacturer must also manufacturer all edge metal. Private labeling of material will not be permitted.
- E. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7-16 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins. Report shall be signed and sealed by a Professional Engineer registered in the State of Florida who has provided roof system attachment analysis for not less than 5 consecutive years.
- F. Maintenance Procedures: Upon substantial completion of the project, deliver to Owner three (3) copies of manufacturers printed instructions regarding care and maintenance of the roof.
- G. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio based materials.
- H. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- I. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- J. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing

must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.

- K. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- L. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.06 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.07 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials

- away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.09 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed Edge-To-Edge NDL System Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installer, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition including Metal Components.
 - 1. Warranty Period:
 - a. 30 years from date of acceptance.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 5 years from date of acceptance.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com.
- B. Requests for substitutions will be considered in accordance with provisions of Section 016000.

2.02 TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Base (Ply) Sheet:
 - 1. HPR Torch Base:
- B. Modified Cap (Ply) Sheet:
 - 1. StressPly IV Plus Mineral:
- C. Flashing Base Ply:
 - 1. HPR Torch Base:
- D. Flashing Cap (Ply) Sheet
 - 1. StressPly IV Plus Mineral:

2.03 ACCESSORIES:

- A. Roof Insulation: In accordance with Section 07 21 00.
 - 1. Minimum R25, tapered as indicated on drawings.
- B. Roof Insulation: 1/4 inch G-P Gypsum DenDeck (or approved equivalent) for proper adhesion of the self-adhered base sheet.
- C. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with

aluminum; and stainless steel nails shall be used with stainless steel, Fasteners shall be self-clinching type of penetrating type as recommended by the deck manufacturer. Fasten nails and fasteners flush-driven through flat metal discs not less than 1 inch (25 mm) diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than 1 inch (25 mm) diameter are used.

- D. Urethane Sealant Hybrid - Tuff-Stuff MS: One part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.
 - 1. Tensile Strength, ASTM D 412: 250 psi
 - 2. Elongation, ASTM D 412: 450%
 - 3. Hardness, Shore A ASTM C 920: 35
 - 4. Adhesion-in-Peel, ASTM C 92: 30 pli
- E. Pitch Pocket Sealer - Seal-Tite: Two part, 100% solids, self-leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.
 - 1. Durometer, ASTM D 2240: 40-50 Shore
 - 2. Elongation, ASTM D 412: 250%
 - 3. Tensile Strength, ASTM D 412: 200 @ 100 mil

2.04 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Pre-Manufactured Coping Cap: R-Mer Edge Coping Cap Cover and Splice Plate.
 - 1. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .050" nom.
- B. Pre-Manufactured Coping Cap: R-Mer Edge Coping Chairs
 - 1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 0.0635 nom./ 16 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
- C. Pre-Manufactured Edge Metal Finishes:
 - 1. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, as shipped from the mill
 - 2. Exposed surfaces for coated panels:
 - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA). Provided with the following properties.
 - 1) Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
 - 2) Bend: ASTM D-4145, O-T / NCCA II-19
 - 3) Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion
 - 4) Gloss (60 deg. angle): ASTM D523, 25+/-5%
 - 5) Reverse Bend: ASTM D2794, no cracking or loss of adhesion
 - 6) Nominal Thickness: ASTM D1005
 - (a) Primer: 0.2 mils
 - (b) Topcoat, 0.7 mils min
 - (c) Clear Coat (optional, only used with 22 ga. steel) 0.3 mils
 - 7) Color: Provide as specified. (Subject to minimum quantities)
- D. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.
- E. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.
- F. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- G. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07 71 00.
 - 1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.
 - 2. Manual" as applicable.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 - 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 - 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Precast concrete:
 - 1. Decks shall be clean, dry, fully cured and free of flaws and attached securely to the supporting structure as recommended by the deck manufacturer.
 - 2. All joints shall be caulked or grouted.
 - 3. Deck joints shall be stripped in with a 12 inch (305 mm) wide strip of modified membrane unadhered a minimum of 2 inches (51 mm) immediately on either side of the joint.
- C. Insulation:
 - 1. All joints between layers should be staggered when multiple layers of insulation are installed. Insulation greater than 2.5 inches shall be installed in multiple layers.
 - 2. Insulation shall be kept dry at all times. Install only as much insulation as can be covered with completed roofing membrane before the end of the day's work or prior to onset of inclement weather.
 - 3. Edges shall butt tightly and all cuts shall fit neatly against adjoining surfaces to provide a smooth overall surface. Gaps of greater than 1/4 inch width shall be filled with insulation.
 - 4. Install tapered insulation around roof drains and penetrations to provide adequate slope for proper drainage.
 - 5. When cold adhesive attachment is specified, the proposed insulation shall be compatible with the roof substrate, the proposed bitumen and the requirements of the specific membrane.

3.03 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.04 INSTALLATION TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Base Ply: Install torch base sheet to a properly prepared substrate. Shingle in proper direction to shed water on each area of roofing.
 - 1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
 - 2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
 - 3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 - 4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 - 5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
 - 6. Extend underlayment 2 inches (50 mm) beyond top edges of cants at wall and projection bases.
 - 7. Install base flashing ply to all perimeter and projections details.
- B. Modified Cap (Ply) Sheet: Over torch base sheet underlayment, lay out the roll in the course to be followed and unroll 6 feet (1.8 m). Stagger seams over the torch base sheet seams.
 - 1. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.

2. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
 3. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
 4. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.
- G. Flashing Base Ply: Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
1. Prepare all walls, penetrations, expansion joints, and other surfaces to be flashed with asphalt primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 2. Adhere modified flashing base to the underlying base flashing ply with specified flashing ply adhesive. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 3. Solidly adhere the entire sheet of flashing membrane to the substrate. Tops of all flashings that are not run up and over curb shall be secured through termination bar 6 inches (152 mm) and sealed at top
 4. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
 5. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
 6. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work. When using mineralized cap sheet all stripping plies type IV felt / Versiply 40 shall be installed prior to cap sheet installation.
- H. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.

2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 6. All stripping shall be installed prior to flashing cap sheet installation.
 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- I. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.05 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

- A. Scupper Through Wall (Overflow):
1. Inspect the nailer to assure proper attachment and configuration.
 2. Run one ply over nailer up the overflow, into the scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
 3. Install scupper box in a 1/4 inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4 inch (101 mm) flange. Make sure all corners are closed and soldered. Prime scupper at a rate of 100 square feet per gallon and allow to dry.
 4. Fasten flange of scupper box every 3 inches (76 mm) o.c. staggered.
 5. Strip in flange scupper box with base flashing ply covering entire area with 6 inch (152 mm) overlap on to the field of the roof and wall flashing.
 6. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams.
- B. Pre-manufactured Snap-On Coping Cap:
1. Install miters first.
 2. Position base flashing of the Built-Up and/or Modified Roofing membrane over the wall edge covering nailers completely, fastening 8 inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
 3. Install minimum 16 gauge, 16 inch long by specified width anchor chair at [Contact Garland Representative] feet on center.
 4. Install 6 inch wide splice plate by centering over 16 inch long by specified width anchor chair. Apply two beads of sealant to either side of the splice plate's center. Approximately 2 inches from the coping cap joint. Install Coping Cap by hooking outside hem of coping on outside face of anchor chair. Press downward on inside edge of coping until "snap" occurs and hem is engaged on the entire chair.
- C. Equipment Support:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.

4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
 6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- D. Curb Detail/Air Handling Station:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
 6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- E. Pre-manufactured Curb For Equipment Support:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Run all field plies over cant of the pre-manufactured equipment support a minimum of 2 inches.
 3. Install base flashing ply covering pre-manufactured curb with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
 6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- F. Exhaust Fan:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering curb with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.
- G. Roof Drain:
1. Plug drain to prevent debris from entering plumbing.
 2. Taper insulation to drain minimum of 24 inches (609 mm) from center of drain.

3. Run roof system plies over drain. Cut out plies inside drain bowl.
 4. Set lead/copper flashing (30 inch square minimum) in 1/4 inch bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
 5. Install base flashing ply (40 inch square minimum) in bitumen.
 6. Install modified membrane (48 inch square minimum) in bitumen.
 7. Install clamping ring and assure that all plies are under the clamping ring.
 8. Remove drain plug and install strainer.
- H. Plumbing Stack:
1. Minimum stack height is 12 inches (609 mm).
 2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
 3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
 4. Install base flashing ply in bitumen.
 5. Install membrane in bitumen.
 6. Caulk the intersection of the membrane with elastomeric sealant.
 7. Turn sleeve a minimum of 1 inch (25 mm) down inside of stack.
- I. Pitch Pocket:
1. Run all plies up to the penetration.
 2. Place the pitch pocket over the penetration and prime all flanges.
 3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto field of roof.
 4. Install second layer of modified membrane extending 9 inches (228 mm) onto field of the roof.
 5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
 6. Caulk joint between roof system and pitch pocket with roof cement.

3.06 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.07 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.08 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and three times per every five working days. Provide a final inspection upon completion of the Work.
 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer for a minimum of three (3) years and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.

3. Provide photo observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.09 SCHEDULES

A. Base (Ply) Sheet:

1. HPR Torch Base: 110 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1,334 N XD 1,334 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
 - d. Low Temperature Flexibility, ASTM D5147, Passes -30 deg. F (-34.4 deg. C)

B. Modified Cap (Ply) Sheet:

1. StressPly IV Plus Mineral: 195 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced rubber modified roofing membrane with a fiberglass and polyester composite scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 510 lbf XD 510 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 2269 N XD 2269 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 9% XD 8%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 9% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)

C. Flashing Base Ply:

1. HPR Torchbase: SBS modified, torch applied sheet material. ASTM D 6163, Type II.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 210 lbf/in XD 210 lbf/in
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1334 N XD 1334 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
 - 2) 50 mm/min @ 23 +/- 2 deg. C MD 6% XD 6%
 - d. Low Temperature Flexibility, ASTM D 5147:
 - 1) Passes -30 deg. F (-34 deg. C). Meets or Exceeds ASTM D 4601 Type II Performance Criteria.

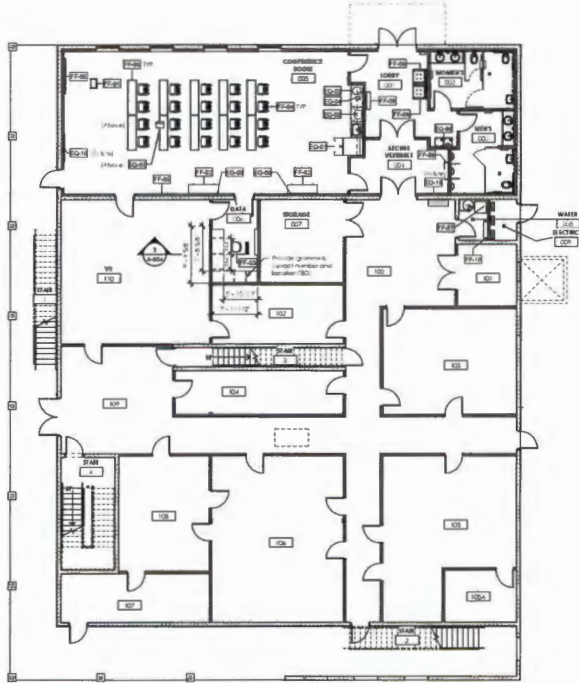
D. Surfacing:

1. Flashing Cap (Ply) Sheet:

- a. StressPly IV Plus Mineral: 195 mil SBS (Styrene-Butadiene- Styrene) mineral surfaced rubber modified roofing membrane with a dual fiberglass scrim. This membrane is designed for torch applications and has a burn-off backer that indicates when the material is hot enough to be installed. Surfaced with a highly reflective Sunburst mineral.
- 1) Tensile Strength, ASTM D 5147
 - (a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in CMD 225 lbf/in
 - (b) 50 mm/min. @ 23 +/- 3 deg. C MD 39.0 kN/m CMD 39.0 kN/m
 - 2) Tear Strength, ASTM D 5147
 - (a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf CMD 300 lbf
 - (b) 50 mm/min. @ 23 +/- 3 deg. C MD 1335 N CMD 1335 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - (a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 9% CMD 8%
 - (b) 50 mm/min. @ 23 +/- 3 deg. C MD 9% CMD 8%
 - 4) Low Temperature Flexibility, ASTM D 5147: Passes -20 deg. F (-29 deg. C)
 - 5) Reflectivity (DNS Method) 73%

END OF SECTION 07 55 00

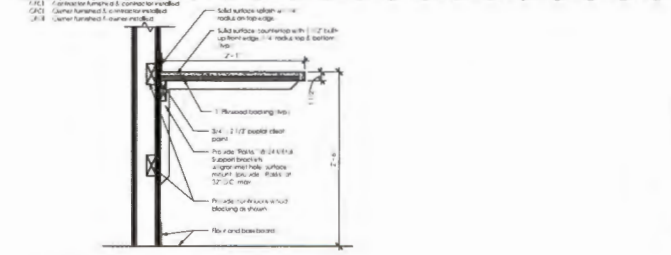
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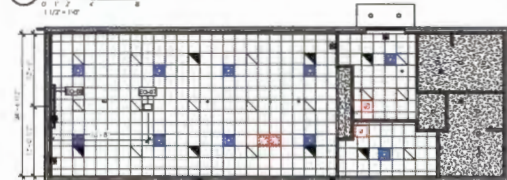
1 FIRST FLOOR PLAN - FURNITURE & EQUIPMENT
0 2' 4' 8' 16'
1/8" = 1'-0"

Furniture Schedule				
Tag	Count	Responsibility	Description	Requirements
FF-01	1	OFOI	Podium	
FF-02	2	OFOI	Executive Credenza	Hayworth
FF-03	1	OFOI	Task Chair	
FF-04	20	OFOI	Stacking Chair	
FF-05	2	CFCI	Dry Erase Board	
FF-06	10	OFOI	6' Table	Hayworth
FF-07	1	CFCI	Nescoff 4 Shelf, Chrome Wire Shelving Unit, Add On, 24"W x 24"D x 24"H	U-Line
FF-07	1	OFOI	38 Stand Desk	
FF-08	2	OFOI	Entry Table	
FF-09	2	OFOI	Guest Chair	Hayworth
FF-10	1	CFCI	Combination Utility Shelf/Map and Brochure 8-22 x 36 Broam Holder	

Equipment Schedule				
Tag	Count	Responsibility	Description	Requirements
EQ-01	1	CFCI	Refrigerator/water maker	Samsung Model RF27SD415G Requires power and domestic water
EQ-02	1	CFCI	Bar/less Counter top water cooler	Avalon A6C18COT183818 Requires power and domestic water
EQ-04	1	CFCI	Coffee Maker	Mr. Coffee 12 cup programmable coffee maker w/rapid brew system 21-31131 Power Required
EQ-05	1	CFCI	Microwave	Dacor Discovery 24" Convection Microwave DC1424 Power Required
EQ-06	1	CFCI	Drinking Fountain & Bottle Filler	Ebay Requires power and domestic water
EQ-07	1	CFCI	Ceiling-mounted projector	Panasonic PT-M140 WXGA Power and data Required
EQ-08	1	CFCI	Motorized projector screen	Draper Access E Power Required
EQ-09	2	CFCI	Flat screen television	LG 75SM6T3SDA Power and data Required
EQ-10	2	CFCI	Flat screen television (future installation)	



3 SECTION AT OPEN WORK AREA



2 FIRST FLOOR CEILING PLAN - FURNITURE & EQUIPMENT
0 2' 4' 8' 16'
1/8" = 1'-0"



CLIENT:
SJC Sheriff's Office
4015 Lewis Spangway
St. Augustine, FL 32064

Passero Associates			
NO.	DATE	BY	DESCRIPTION

FURNITURE & EQUIPMENT PLANS & SCHEDULES
SAINT JOHNS COUNTY SHERIFFS TACTICAL TRAINING FACILITY
911 Law Enforcement Way
St. Augustine, FL 32084
PROJECT NO. 20213261.0002

20213261.0002
A-604
June 28, 2023

BID SET



ADDENDUM #7

September 1, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No: 23-77; Sheriff's Tactical Training Facility

This Addendum #7 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. Sheets A-601 and A-602 of Exhibit A – Construction Plans have been revised, uploaded to www.DemandStar.com and attached to this Addendum #7.
2. Notice of Acceptance (NOA) No. 22-0628.07 accepting substitute of Insul-Lock HR, Garland Modified Bitumen Roofing Systems over Concrete Decks, has been uploaded to www.DemandStar.com and attached to this Addendum #7.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Sheet E110 calls for an Axis concealed camera. This camera is designed for indoor use. The drawings call for these cameras to be mounted to the exterior. How are we to proceed?
Answer: The exterior cameras are to be Axis M3116-LVE.
2. The plans call out for stainless steel handrails at the stairs but the specs call for galvanized railing. Please clarify. Are the guardrails stainless too? Please clarify material & finish for all the rest of the railings. If stainless, what level of finish?
Answer: Galvanized handrails and guardrails, per specifications.
3. Sheet A-602 does not show head, jamb, or sill details for window type B, a hollow metal window in an E type wall. Please confirm if a sill is required at this window.
Answer: Refer to details 13, 14, and 15 on the revised Sheet A-602, see #1 under "Revisions/Clarifications" above.



4. Section 07220 is mentioned in several areas, including Section 07 55 00, Part 1, 1.02 related Sections, A. Section 07220 2.02 TORCH APPLIED 2-PLY ASPHALT ROOFING, 2.03 Accessories A & B. However, there is no section 07220 in the specifications. Please provide the relevant specification.

Answer: Exhibit B – Technical Specs, Section 07 55 00, was revised and uploaded to www.DemandStar.com (refer to Addendum #6).

5. In section 1.04 Design / Performance Requirements D. Roof system shall have been tested in compliance with the following codes and test requirements: 1. Florida FBC: a. Membrane Systems: NEMO Evaluation Report G32310.07.10-R6 FL12144-R8 1) C-9. However, FBC FL12144-R8 C-9 requires the use of Garland Insul-Lock II with no substitutions. Unfortunately, the Garland representative informed me this product is no longer available so we cannot use this assembly. Can you provide an alternative assembly?

Answer: Insullock II was replaced with Insullock HR, per the attached system approval and as referenced: Miami Dade Notice of Acceptance (NOA No.: 22-0628.07 Page 26/27 of 70), see #2 under "Revisions/Clarifications" above.

6. Are we mulching the existing trees to remain? Or only the new palms? Also, the landscape notes mention mulching pine fines for the Asiatic jasmine. The jasmine appears to have been removed?

Answer: Yes, please mulch the existing trees. No need for pine fines as the jasmine has been removed.

7. I want to confirm that we need the soil test and "application of slow-release fertilizer".

Answer: No need for the soil tests and fertilizer as the ornamental landscape has largely been eliminated.

8. Are we adding an entirely new zone for the bubblers? Or just attempting to add 4 bubblers and 250 feet of pipe to an existing zone? I think adding a new zone just for the bubblers is the best option, just to ensure we have enough water pressure and flow without messing up existing.

Answer: Please add a new zone for the bubblers so it can be dialed back after establishment.

9. Detail 4/A-302 shows what looks to be a half pipe mounted to an embed plate. This does not show up on a floor plan and is not referenced anywhere else. Please provide diameter and length of the pipe and plate if we are to price this.

Answer: This condition occurs in several locations and is indicated on exterior elevations, floor/roof plans and enlarged plans. Details include but are not limited to: 1/A-310, 3/A-310, 4/A-310. Also note detail 1/A-311 and 5/A-200.

10. On Sheet E110, the specified camera (F4005) and head end unit (F41) are discontinued by Axis. How are we to proceed? If other parts are found to be discontinued, can we use an equivalent from the same manufacturer?

Answer: Refer to Question #1 above.



SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, SEPTEMBER 13, 2023 @ 2:00 PM EDST

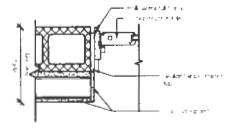
Bidder Acknowledgment:

Signature

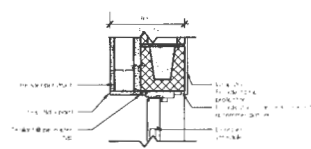
Printed Name/Title Authorized Representative

Respondent Company Name

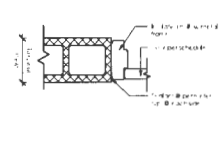
END OF ADDENDUM NO. 7



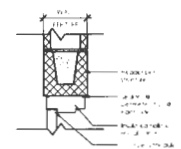
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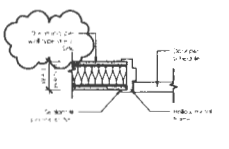
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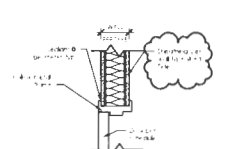
3 JAMB DETAIL - CMU WALL



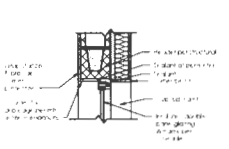
4 HEAD DTL - CMU WALL



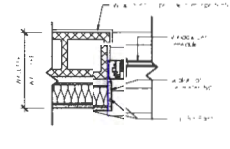
5 JAMB DTL - STUD WALL



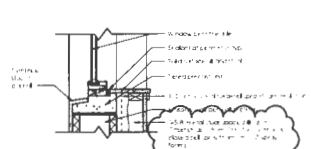
6 HEAD DTL - STUD WALL



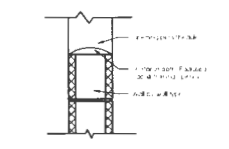
7 ALUMINUM WD - HEAD DTL



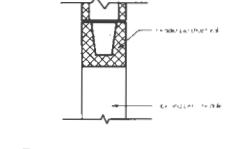
8 ALUMINUM W/D - JAMB DTL



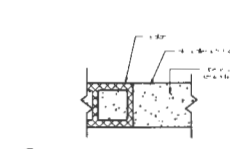
9 ALUMINUM WDW - SILL DTL



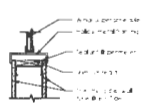
10 OPENING - SILL DTL



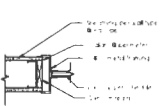
11 CMU OPENING HEAD DTL



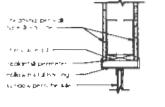
12 WALL OPENING - JAMB DTL



13 METAL STUD - WINDOW SILL DTL



14 METAL STUD - WINDOW JAMB DTL



15 METAL STUD - WINDOW HEAD DTL

CLIENT:
SJC Sheriff's Office
4015 Lewis Speedway
St. Augustine, FL 32084

Passero Associates
20213261.0002

NO.	DATE	BY	DESCRIPTION
1	02-22	JMB	ADD

HEAD, JAMB AND SILL DETAILS

SAINT JOHNS COUNTY SHERIFFS TACTICAL TRAINING FACILITY
911 Law Enforcement Way
Orlando, FL 32825

PROJECT NUMBER: 20213261.0002

STATE: FL
A-602
DATE: June 28, 2023

BID SET



DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

NOTICE OF ACCEPTANCE (NOA)

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786)315-2590 F (786) 31525-99
www.miamidade.gov/economy

The Garland Company, Inc.
3800 East 91st Street
Cleveland, OH 44105-2197

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER - Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code including the High Velocity Hurricane Zone of the Florida Building Code.

DESCRIPTION: Garland Modified Bitumen Roofing Systems over Concrete Decks.

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA renews and revises NOA# 21-1004.06 and consists of pages 1 through 70.
The submitted documentation was reviewed by Alex Tigera.



NOA No.: 22-0628.07
Expiration Date: 12/02/23
Approval Date: 11/17/22
Page 1 of 70

ROOFING SYSTEM APPROVAL

Category:	Roofing
Sub-Category:	Modified Bitumen
Material:	SBS/SIS/SEBS
Deck Type:	Concrete
Maximum Design Pressure:	-472 psf.

TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

<u>Product</u>	<u>Dimensions</u>	<u>TABLE 1 Test Specification</u>	<u>Product Description</u>
HPR Tri-Base Premium	36" x 72'	ASTM D4601	Double asphalt coated, polyester/fiberglass/polyester scrim reinforced base sheet.
HPR Glasfelt	36" x 180'	ASTM D2178, Type IV	Asphalt impregnated glass felt
HPR Premium Glasfelt	36" x 180'	ASTM D2178, Type VI	Asphalt impregnated glass felt
HPR Glasbase	36" x 108'	ASTM D4601, Type II	Asphalt coated fiberglass base sheet.
HPR Premium Glasbase	36" x 72'	ASTM D4601, Type II	Asphalt coated fiberglass base sheet.
Millennium Base	39" x 51'5"	ASTM D6162	Smooth surfaced, SBS modified coal tar, fiberglass/polyester reinforced base sheet.
HPR Torch Base Sheet	39" x 34'8"	ASTM D6163	SBS modified, fiberglass reinforced, torch applied base sheet.
FlexBase Plus 80	39" x 34'8"	ASTM D6162, Type III	SBS modified, fiberglass/polyester reinforced base sheet
FlexBase E 80	39" x 34'8"	ASTM D6162, Type III	SBS/SIS modified, fiberglass/polyester reinforced base sheet.
StressBase 80	39" x 52'	ASTM D6163, Type I	SBS modified, fiberglass reinforced base sheet.
StressBase 120	39" x 52'	ASTM D6163, Type I	SBS modified, fiberglass reinforced base sheet.
FlexBase 80	39" x 34'8"	ASTM D6163, Type III	SBS modified, fiberglass reinforced base sheet.



NOA No.: 22-0628.07
 Expiration Date: 12/02/23
 Approval Date: 11/17/22
 Page 2 of 70

TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

TABLE 1

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
HPR Polyscrim Plus	40" x 324'	ASTM D5726	Polyester felt
Millennium Mineral	39" x 26'	ASTM D6162	Mineral surfaced, SBS modified coal tar, fiberglass/polyester reinforced membrane.
Millennium FR Mineral	39" x 26'	ASTM D6162	Mineral surfaced, SBS modified coal tar, fiberglass/polyester reinforced membrane.
StressPly EUV FR Mineral	39" x 26'2"	ASTM D6162, Type III	Mineral surfaced, SBS/SIS modified, fiberglass/polyester reinforced membrane.
StressPly Plus	39" x 34'8"	ASTM D6162, Type III	Smooth surfaced, SBS modified, fiberglass/polyester scrim membrane.
StressPly Plus FR Mineral	39" x 26'2"	ASTM D6162, Type III	Mineral surfaced, SBS modified, fire retardant, UV resistant, fiberglass/polyester scrim membrane.
StressPly E FR Mineral	39" x 26'2"	ASTM D6162, Type III	Mineral surfaced, SBS/SIS modified, fire retardant, fiberglass/polyester reinforced membrane.
StressPly IV Plus	39" x 26'2"	ASTM D6162, Type III	Smooth surfaced, SBS modified, fiberglass/polyester reinforced, torch applied cap sheet.
StressPly IV Plus Mineral	39" x 26'2"	ASTM D6162, Type III	Mineral surfaced, SBS modified, fiberglass/polyester reinforced, torch applied cap sheet.
StressPly IV Plus UV Mineral	39" x 26'2"	ASTM D6162, Type III	Mineral surfaced, SBS modified, fiberglass/polyester reinforced, torch applied cap sheet.
BiFlex Mineral	39" x 34'8"	ASTM D6163, Type I	Mineral surfaced, SBS modified, fiberglass reinforced, cap sheet.
StressPly FR Mineral	39" x 26'2"	ASTM D6163, Type III	Mineral surfaced, SBS modified, fire retardant, fiberglass scrim membrane.
VersiPly Mineral	39" x 26'2"	ASTM D6163, Type III	Mineral surfaced, SBS modified, fiberglass scrim reinforced roofing membrane.
StressPly IV Mineral	39" x 26'2"	ASTM D6163, Type III	Mineral surfaced, SBS modified, fiberglass reinforced, torch applied cap sheet.



TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

TABLE 1
Test
Specification

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
StressPly IV UV Mineral	39" x 26'2"	ASTM D6163, Type III	Mineral surfaced, SBS modified, fiberglass reinforced, torch applied cap sheet.
OptiMax FR Mineral	39" x 26'2"	ASTM D6163, Type III	Mineral surfaced, SBS modified, fiberglass reinforced, cap sheet.
Garla-Prime VOC	5, 55 gallon	ASTM D41	Non-fibered, quick drying asphalt roof primer
Insul-Lock HR	1.5 liters	Proprietary	Polyurethane two component high rise insulation adhesive
Black-Knight	70 lb. keg	Proprietary	Polymer modified coal tar pitch.
Black-Knight Cold	5, 55 gallon	Proprietary	Polymer modified coal tar pitch.
Green-Lock Plus Membrane Adhesive	5 gallon	proprietary	Cold Process roof coating and adhesive
Weatherking	5, 55 gallon	ASTM D3019, Type III	Cold process roof coating and adhesive.
Weatherking Plus WC	5, 55 gallon	ASTM D3019, Type III	Cold process roof coating and adhesive.
Weatherking Flashing Adhesive	5, 55 gallon	ASTM D3019, Type III	Cold process roof flashing adhesive.
Garlastic KM Plus	60 lb. keg	TAS 121	SEBS modified, hot applied asphalt.
HPR All Temp Asphalt	100 lb. keg	TAS 121	Hot asphalt adhesive for modified bitumen and BUR roof systems.
GarMesh	6" x 150'	ASTM D1668	SBR coated woven fiberglass reinforcing membrane.
Grip Polyester Firm	10 sq.	ASTM D1682	Polyester reinforcing fabric for use in cold applied systems.
Grip Polyester Soft	10 sq.	ASTM D1682	Polyester reinforcing fabric, for use in cold applied systems.
Silver-Shield	5, 55 gallon	ASTM D2824, Type III	High solids, aluminized roof coating.



TRADE NAMES OF PRODUCTS MANUFACTURED OR LABELED BY APPLICANT:

TABLE 1

<u>Product</u>	<u>Dimensions</u>	<u>Test Specification</u>	<u>Product Description</u>
WeatherScreen	5, 55 gallon	ASTM D4479, Type I	Asbestos-free, heavy-bodied, fiber-reinforced, fire-rated asphalt roof coating.
Garla-Brite	5, 55 gallon	ASTM D4479, Type I	Asbestos-free, heavy-bodied, fiber-reinforced, fire-rated asphalt roof coating.
Energizer K Plus FR	5, 55 gallon	ASTM D4479, Type I	Multipurpose, rubberized, liquid waterproofing membrane.
Green-Lock Flashing Adhesive	3.5 gallon	Proprietary	Trowel grade, roofing mastic for use in repair and patching against leaks in built-up roofs.
Black-Knight Mastic	5 gallon	Proprietary	Trowel grade, tar based roofing mastic for use in repair and patching.
Flashing Bond	5 gallon	ASTM D4586	Trowel grade, asphalt based roofing mastic for use in repair and patching against leaks in built-up asphalt roofs.
Silver-Flash	5 gallon	ASTM D4586	Trowel grade, asphalt based roofing mastic for use in repair and patching against leaks in built-up asphalt roofs.
Garla-Flex	2, 5 gallon pail	ASTM D4586	Elastomeric, asphaltic compound formulated from a special weather and ozone-resistant thermoplastic rubber, plasticizing oils and bitumen. Asbestos free.

APPROVED INSULATIONS:

TABLE 2

<u>Product Name</u>	<u>Product Description</u>	<u>Manufacturer (With Current NOA)</u>
ACFoam-II	Polyisocyanurate foam insulation	Atlas Roofing Corporation
ISO 95+ GL	Polyisocyanurate foam insulation	Firestone Building Products Company, LLC
DensDeck, DensDeck Prime	Water resistant gypsum board	Georgia Pacific Gypsum LLC
H-Shield	Polyisocyanurate foam insulation	Hunter Panels, LLC.
Fesco Board	Expanded perlite and fiber insulation	Johns Manville Corp.



APPROVED INSULATIONS:

TABLE 2

<u>Product Name</u>	<u>Product Description</u>	<u>Manufacturer (With Current NOA)</u>
ENRGY 3, ENRGY 3 25 PSI	Polyisocyanurate foam insulation	Johns Manville Corp.
Retro-Fit Board	Expanded perlite and fiber insulation	Johns Manville Corp.
Ultra-Max, Multi-Max FA-3	Polyisocyanurate foam insulation	RMax Operating, LLC
SECUROCK Gypsum-Fiber Roof Board	Gypsum board	United States Gypsum Corp.
Structodek High Density Fiberboard Roof Insulation	High Density wood fiber insulation board	Blue Ridge Fiberboard, Inc.
Insulfoam EPS	Expanded polystyrene insulation board	Insulfoam, a Div. of Carlisle Const. Materials
STYROFOAM ROOFMATE	Extruded polystyrene insulation board	The Dow Chemical Company

APPROVED FASTENERS/ADHESIVES:

TABLE 3

<u>Fastener Number</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Dimensions</u>	<u>Manufacturer (With Current NOA)</u>
1.	Dekfast 14	Insulation fastener for wood, steel and concrete decks	Various	SFS Intec, Inc.
2.	Dekfast 15 HS	Insulation fastener for wood, steel and concrete decks	Various	SFS Intec, Inc.
3.	Dekfast Galvalume Steel Hex Plate	Galvalume hex stress plate.	2 7/8" x 3 1/4"	SFS Intec, Inc.
4.	#14 Roofgrip Fasteners	Insulation fastener for wood, steel and concrete.	Various	OMG, Inc.
5.	#15 Roofgrip Fasteners	Insulation fastener for wood, steel and concrete.	Various	OMG, Inc.
6.	AccuTrac Plate	Galvalume stress plate.	3" round	OMG, Inc.
7.	CD-10	Insulation fastener for concrete deck.	Various	OMG, Inc.
8.	Fluted Nail	Insulation fastener for concrete deck.	Various	OMG, Inc.



APPROVED FASTENERS/ADHESIVES:

TABLE 3

<u>Fastener Number</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Dimensions</u>	<u>Manufacturer (With Current NOA)</u>
9.	3 in. Round Metal Plate	3" round galvalume AZ50 steel plate	3" round	OMG, Inc.
10.	Trufast #14 HD Fastener	Insulation fastener for concrete, steel and wood decks	Various	Altenloh, Brinck & Co. U.S., Inc.
11.	Trufast 3" Metal Insulation Plates	3" round galvalume AZ50 steel plate	3" round	Altenloh, Brinck & Co. U.S., Inc.
12.	OMG Heavy Duty	Insulation fastener for wood, steel and concrete.	Various	OMG, Inc.
13.	Flat Bottom Metal Plate	Galvalume stress plate	3" square	OMG, Inc.
14.	Dekfast Galvalume Steel 3 in. Round Insulation Plate	3" round galvalume AZ50 steel plate	3" round	SFS Intec, Inc.
15.	Millennium One Step Foamable Insulation Adhesive	A two component, low rise, polyurethane foam adhesive		Adco Products, Inc. dba Royal Adhesives & Sealants
16.	Insta Stick Quik Set Insulation Adhesive	A single component urethane foam adhesive		The Dow Chemical Co.



EVIDENCE SUBMITTED:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Description</u>	<u>Date</u>
NEMO ETC, LLC.	4p-GRL-21-SSLAP-01.A	Physical Properties	07/23/21
Dynatech Engineering Corporation	#4530.05.95-1	TAS 114	05/31/95
Factory Mutual Research Corporation	1VOA7.AM	FM 4470	02/21/95
	0Y5A6.AM	FM 4470	09/08/97
	1B4A7.AM	FM 4470	12/15/97
	4B4A9.AM	FM 4470	12/31/97
	3D3A5.AM	FM 4470	09/15/98
	3004392	FM 4470	09/21/99
	0D9A0.AM	FM 4470	05/02/00
	3004907	FM 4470	05/16/00
	3009117	FM 4470	12/21/00
	3010113	FM 4470	11/18/02
	3014751	FM 4470	08/27/03
	3019046	FM 4470	03/04/05
	3021718	FM 4470	04/11/05
	3023724	FM 4470	07/05/06
	3032165	FM 4470	04/22/08
	3032163	FM 4470	07/21/08
	3032647	FM 4470	07/28/08
	3033444	FM 4470	08/28/08
	3054493	FM 4470	01/04/16
Momentum Technologies, Inc.	TX21G5A	ASTM D5147	04/25/06
	DX14C7A	ASTM D6163	03/16/07
	EX11L5A	ASTM D5147	03/19/07
	EX22B7A	ASTM D6162	04/11/07
	RX18C8A-R	ASTM D6162/D6163	03/28/08
PR1 Construction Materials Technologies, LLC	GRD-051-02-01	ASTM D2178	10/28/11
	GRD-052-02-01	ASTM D2178	10/28/11
	GRD-054-02-01	ASTM D2626	11/17/11
Trinity ERD	4544.11.06	TAS 114	11/02/06
	C8500SC.11.07-R1	TAS 117/ASTM D6862	08/07/09
	G15080.10.09	TAS 114 (D)	10/14/09
	G32950.06.10	ASTM D4601	06/11/10
	4533.05.98-1-R1	TAS 114 (J)	09/09/11
	G32700.09.11-1	ASTM D4601	09/16/11
	G39620.07.12	ASTM D4990	07/02/12
	G39630.07.12	Physical Properties	07/12/12
	G37200.10.12-1-R1	ASTM D6163/D4798	12/05/12
	G37200.10.12-4-R1	ASTM D6162	12/05/12
	G37200.10.12-7-R1	ASTM D6162	12/05/12
	G37200.10.12-9-R1	ASTM D6162/D4798	12/05/12
	G37200.10.12-10-R1	ASTM D6163/D4798	12/05/12



EVIDENCE SUBMITTED:

<u>Test Agency</u>	<u>Test Identifier</u>	<u>Description</u>	<u>Date</u>
	G37200.10.12-5-R2	ASTM D6162	09/23/13
	G37200.10.12-6-R2	ASTM D6162/D4798	09/23/13
Trinity ERD	G37200.10.12-2-R2	ASTM D6162/D4798	09/24/13
	G37200.10.12-3-R2	ASTM D6162/D4798	09/24/13
	G37200.10.12-11-R2	ASTM D6163/D4798	09/24/13
	G37200.10.12-12-R2	ASTM D6163/D4798	09/24/13
	G37200.09.13-10	ASTM D6163/D4798	09/24/13
	G37200.09.13-1	ASTM D6163/D4798	09/24/13
	G37200.08.12-13-R2	ASTM D6162/D4798	09/26/13
	GRL-SC8185.05.16	ASTM D6163/D4798	05/31/16
Atlantic & Caribbean Roof Consulting, LLC	ACRC 08-026	TAS 114-95	04/22/08
	ACRC 08-029	TAS 114-95	04/24/08



Membrane Type: SBS/SIS/SEBS
Deck Type 3I: Concrete Decks, Insulated
Deck Description: Min. 2500 psi structural concrete or concrete plank
System Type A(10): One or more layers of insulation adhered with approved adhesive, membrane fully adhered

All General and System Limitations apply.

One or more layers of the following insulations:

<u>Base Insulation Layer:</u>	<u>Insulation Fasteners (Table 3)</u>	<u>Fastener Density/ft²</u>
ACFoam II, Ultra-Max, ENRGY 3, H-Shield Minimum 1.5” thick	N/A	N/A
<u>Top Insulation Layer:</u>	<u>Insulation Fasteners (Table 3)</u>	<u>Fastener Density/ft²</u>
DensDeck, DensDeck Prime Minimum 0.25” thick	N/A	N/A

Note: All insulation shall be adhered to the deck in ½” to ¾” wide beads 12” o.c. of Insul-Lock HR. Please refer to Roofing Application Standard RAS 117 for insulation attachment. Insulation listed as base layer only shall be used only as base layers with a second layer of approved top layer insulation installed as the final membrane substrate.

Vapor Retarders: Any UL or FM approved asphaltic vapor retarder may be installed over the deck or the base layer of insulation
(Optional)

Base/Ply: One or more plies of HPR Glasbase, HPR Premium Glasbase, HPR Tri-Base Premium, HPR Glasfelt, HPR Premium Glasfelt or HPR Polyscrim Plus adhered with a full mopping of approved asphalt, HPR All Temp Asphalt or Garlastic KM Plus within the EVT range and at a rate of 20-40 lbs./sq.
 Or
 One or more plies of HPR Glasbase, HPR Premium Glasbase or HPR Tri-Base Premium adhered with Weatherking or Weatherking Plus WC applied at 2½ gal./sq.
 Or
 One ply of HPR Torch Base Sheet torch applied to coverboard.

Membrane: One ply of StressPly E FR Mineral, StressPly FR Mineral, StressPly Plus, StressPly Plus FR Mineral, StressPly EUV FR Mineral or VersiPly Mineral adhered with a full mopping of approved asphalt, HPR All Temp Asphalt or Garlastic KM Plus within the EVT range and at a rate of 20-40 lbs./sq. or with Weatherking or Weatherking Plus WC applied at 2½ gal./sq.
 Or
 One ply of StressPly IV UV Mineral, StressPly IV Mineral, StressPly IV Plus, StressPly IV Plus UV Mineral or StressPly IV Plus Mineral torch applied.



Surfacing:

Optional for FR or mineral surfaced Membranes. Required for non-FR or smooth surfaced membranes. Apply one of the below or any approved coatings:

1. 400 lb./sq. gravel or 300 lb./sq. slag in a flood coat of approved mopping asphalt at an application rate of 60 lb./sq. or in Black-Knight at 70 lb./sq. or Black-Knight Cold at 5 gal./sq. (asphalt applied systems only, Not compatible with Weatherking and Weatherking Plus WC applied systems)
2. Minimum two coats of Garla-Brite applied at min. 0.5 gal./sq./coat
3. Energizer K Plus FR applied at 3.5 gal./sq. with minimum two coats of Garla-Brite applied at min 0.5 gal./sq./coat
4. WeatherScreen applied at min. 4 gal./sq. with minimum two coats of Garla-Brite applied at min. 0.5 gal./sq./coat
5. WeatherScreen applied at min. 4 gal./sq. with #11 roofing granules at 60 lb./sq.
6. WeatherScreen applied at applied at min. 4 gal./sq. with roofing gravel applied at 400 lb./sq.
7. Green-Lock Plus Membrane Adhesive applied at min 3-5 gal./sq. with roofing gravel applied at 400 lb./sq.

Maximum Design Pressure:

-135 psf. (See General Limitation #9)



CONCRETE DECK SYSTEM LIMITATIONS:

1. If mechanical attachment to the structural deck through the lightweight insulating concrete is proposed, a field withdrawal resistance testing shall be performed to determine equivalent or enhanced fastener patterns and density. All testing and fastening design shall be in compliance with Testing Application Standard TAS 105 and Roofing Application Standard RAS 117; calculations shall be signed and sealed by a Florida Registered Engineer, Architect, or Registered Roof Consultant.

GENERAL LIMITATIONS:

1. Fire classification is not part of this acceptance, refer to a current Approved Roofing Materials Directory for fire ratings of this product.
2. Insulation may be installed in multiple layers. The first layer shall be attached in compliance with Product Control Approval guidelines. All other layers shall be adhered in a full mopping of approved asphalt applied within the EVT range and at a rate of 20-40 lbs./sq., or mechanically attached using the fastening pattern of the top layer
3. All standard panel sizes are acceptable for mechanical attachment. When applied in approved asphalt, panel size shall be 4' x 4' maximum.
4. An overlay and/or recovery board insulation panel is required on all applications over closed cell foam insulations when the base sheet is fully mopped. If no recovery board is used the base sheet shall be applied using spot mopping with approved asphalt, 12" diameter circles, 24" o.c.; or strip mopped 8" ribbons in three rows, one at each sidelap and one down the center of the sheet allowing a continuous area of ventilation. Encircling of the strips is not acceptable. A 6" break shall be placed every 12' in each ribbon to allow cross ventilation. Asphalt application of either system shall be at a minimum rate of 12 lbs./sq.
Note: Spot attached systems shall be limited to a maximum design pressure of -45 psf.
5. Fastener spacing for insulation attachment is based on a Minimum Characteristic Force (F') value of 275 lbf., as tested in compliance with Testing Application Standard TAS 105. If the fastener value, as field-tested, are below 275 lbf. insulation attachment shall not be acceptable.
6. Fastener spacing for mechanical attachment of anchor/base sheet or membrane attachment is based on a minimum fastener resistance value in conjunction with the maximum design value listed within a specific system. Should the fastener resistance be less than that required, as determined by the Building Official, a revised fastener spacing, prepared, signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant may be submitted. Said revised fastener spacing shall utilize the withdrawal resistance value taken from Testing Application Standards TAS 105 and calculations in compliance with Roofing Application Standard RAS 117.
7. Perimeter and corner areas shall comply with the enhanced uplift pressure requirements of these areas. Fastener densities shall be increased for both insulation and base sheet as calculated in compliance with Roofing Application Standard RAS 117. Calculations prepared, signed and sealed by a Florida registered Professional Engineer, Registered Architect, or Registered Roof Consultant **(When this limitation is specifically referred within this NOA, General Limitation #9 will not be applicable.)**
8. All attachment and sizing of perimeter nailers, metal profile, and/or flashing termination designs shall conform with Roofing Application Standard RAS 111 and applicable wind load requirements.
9. The maximum designed pressure limitation listed shall be applicable to all roof pressure zones (i.e. field, perimeters, and corners). Neither rational analysis, nor extrapolation shall be permitted for enhanced fastening at enhanced pressure zones (i.e. perimeters, extended corners and corners). **(When this limitation is specifically referred within this NOA, General Limitation #7 will not be applicable.)**
10. All products listed herein shall have a quality assurance audit in accordance with the Florida Building Code and Rule 61G20-3 of the Florida Administrative Code.

END OF THIS ACCEPTANCE





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

INVITATION FOR BIDS NO: 23-77

SHERIFF'S TACTICAL TRAINING FACILITY

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/index.aspx

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

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PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

Terms used within this Invitation for Bids (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise defined herein. Any definition provided herein, shall govern over the definitions provided in the Policy.

2) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the Policy and associated procedures are incorporated into the Bid Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

3) BIDDER’S REPRESENTATION

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided herein, or as otherwise provided in an Addendum. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

4) BID DOCUMENTS

The Bid Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing Division. The Bid Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of Bid Documents. The County, in making the Bid Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

5) INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the Bid Documents will be made by Addendum. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the Bid Documents by the County less than seven (7) days prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

6) SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been received by the Designated Point of Contact at least fourteen (14) calendar days prior to the submittal deadline for Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and testing data, and any other information necessary for an evaluation. A statement

setting forth any changes in other materials, equipment or work that incorporation of the substitute would require must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager's approval or disapproval of a proposed substitution shall be final.

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

7) DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Diana M. Fye, BAS, CPPB, Senior Procurement Coordinator, St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at dfye@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Bryan Matus, Senior Procurement Coordinator at bmatus@sjcfl.us or Richard Poulin, Procurement Coordinator, at rpoulin@sjcfl.us.

8) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

9) PRE-BID MEETING

There will be a **Non-Mandatory** Pre-Bid Meeting **Tuesday, August 8, 2023 at 10:00 AM EDST** in the Public Works Main Conference Room at the St. Johns County Public Works Department, 2750 Industry Center Road, St. Augustine, FL 32084. Attendance is strongly recommended, but is not required at the Pre-Bid Meeting in order to be eligible to submit a bid for this project. Bidders and sub-contractors are highly encouraged to visit the site prior to the Pre-Bid Meeting to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

10) QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than Four o'clock (**4:00PM**) **EDST on Wednesday, August 30, 2023**, 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.

11) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the Bid Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Assistant Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and provide a copy of each Addendum, signed by the Bidder's authorized representative.

12) BID SUBMITTAL REQUIREMENTS

The submittal deadline for Bids shall be no later than two o'clock (2:00PM EDST) on Wednesday, September 13, 2023. Bids must be submitted to:

SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder's full legal company name, mailing address, and recite: "**BID NO: 23-77; Sheriff's Tactical Training Facility**". A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a full copy of the Bid General Terms and Conditions.**

Bidder shall assume full responsibility for timely delivery of their submitted Bid at the location designated above for receipt of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the established submittal deadline will not be considered and will be returned to the sender unopened.

Bidders must only submit one (1) Bid in response to this IFB. 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 numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the Bid Form must be initialed by the signer of the Bid. Failure to do so may cause the Bid to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form, nor qualify the submitted Bid in any manner. To do so will classify the Bid as being non-responsive.

Any submitted Bid must be signed by an approved representative of the Bidder, legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder, and must state the limits and duration of the delegation to the signing representative.

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

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

13) BID SECURITY

Each submitted Bid must be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or

in the form of a certified or cashier's check, in the amount of **five percent (5%) of the Total Not-To-Exceed Bid Price** amount submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the County on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, 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 County shall have the right to retain the Bid Security until either (a) a Contract is executed and bonds, if required, have been furnished, or (b) the County has rejected all Bids, or (c) the period of time for which Bids are irrevocable has elapsed, so that Bids may be withdrawn.

14) BID BOND INSTRUCTIONS

A Bid Bond submitted, on the form provided herein, must be completed as follows:

- Type or Print Bidder's and Surety's names, mailing addresses, in the same language as in the Bid Documents;
- Have authorized representatives of the Bidder and Surety/Surety's Agent sign in the designated spaces;
- Attach a copy of Surety agent's Power of Attorney with an original signature of the Secretary or Assistant Secretary of Surety certifying the copy, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, provide book and page number.
- Submit one (1) original and one (1) duplicate, as prescribed herein for Submittal of Bids.

15) SURETY REQUIREMENTS

Any Surety issuing a Bond to the County, must meet the following requirements:

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

16) BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

17) MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid,

provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

18) COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

19) CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly, immediately after the submittal deadline provided herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

Rejection of Bids: The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

Bid Award: It is the intent of the County to award to the lowest, responsive, responsible Bidder(s), or lowest responsive, responsible Local Bidder, based upon the Total Not-to-Exceed Bid Price.

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

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

20) LOCAL PREFERENCE

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 16.3, SJC Purchasing Policy. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award.

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

21) PROTESTS

Any actual Bidder who is aggrieved in connection with the Notice of Intent to award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may

file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

22) MINIMUM QUALIFICATIONS

Bidders must possess current and valid licenses to conduct business in the State of Florida and appropriately registered to do business in St. Johns County as a Certified General Contractor (CGC) in the State of Florida and St. Johns County. Proof of qualifications shall be provided by completing and submitting **Attachment "C"** – Contractor's Qualifications Statement and **Attachment "D"** – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

The Bidder must submit a list of any and all relevant experience within the last five (5) years with the proposed scope of work. The list must include the Client's information, total contract value, and completion timeframes. The County reserves the right to check any and all references.

Failure by a Bidder to demonstrate meeting or exceeding the minimum qualification requirements stated above shall be grounds for disqualification and removal from further consideration for award. The County reserves the right to request additional information regarding the qualification and experience of the Bidder in order to determine the responsibility of the Bidder to perform the specified work.

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

23) SUB-CONTRACTORS

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

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

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

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

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

24) PUBLIC CONSTRUCTION BOND

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

Bond shall be released upon satisfactory completion of the project.

The Public Construction Bond form will be provided to the awarded Contractor with the fully executed contract. The Contractor shall provide the recorded Public Construction Bond to the County within three (3) business days of receipt of the bond form and executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.**

Contractor shall record the Public Construction Bond with the St. Johns County Clerk of Courts, and obtain a certified copy of the recorded bond and provide to the SJC Purchasing Division. No work shall commence until the required bond has been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

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

25) FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Master Construction Agreement.

26) EXECUTION OF CONTRACT DOCUMENTS

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

27) CONTRACT TIME – LIQUIDATED DAMAGES

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

The Contractor will furnish a recorded original certified copy of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next lowest, responsible Bidder.

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Three Hundred (300)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to achieve Substantial Completion or Final Completion of the Work by its applicable date, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety shall pay to the County, not as a penalty but rather a genuine pre-estimate of monetary damages sustained by the County for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages are without prejudice to the County’s rights of termination and Contractor’s obligation to complete the Work. Should Contractor fall behind the approved Work schedule, the County

reserves the right to deduct Liquidated Damages based on an estimated period of late completion, the amount so due as determined by the following schedule based on the Florida Department of Transportation (FDOT) 23-24 Standard Specifications Book for Road & Bridge Construction:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$299,999 and under.....	\$980
\$300,000 but less than \$2,000,000.....	\$1,699
\$2,000,000 but less than \$5,000,000.....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000.....	\$7,625
\$40,000,000 and over.....	\$10,467 (plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar))

28) INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of the Work.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

The indemnification provisions of this Section shall survive expiration or earlier termination of the Contract.

29) FORCE MAJEURE; DELAYS

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

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

30) CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

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

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

A. OSHA Requirements:

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

B. Compliance with Occupational Safety and Health Act:

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

meet OSHA standards.

C. Training and Education:

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

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

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

D. Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations:

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

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

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

E. Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way

31) TERMINATION

The County may, by written notice to Contractor, terminate the awarded Contract in whole or in part at any time for the County's convenience or for the default of the Contractor.

If, at any time, the awarded Contract is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for completion of the required Work if it serves the best interest of the County to do so.

32) TAXES

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

33) INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be satisfactory to the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the execution of this Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

The Contractor shall maintain, throughout the duration of the awarded Contract, Builders Risk insurance, property insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and

Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

34) GOVERNING LAWS & REGULATIONS

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

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

35) EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

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

- f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**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: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

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

PROJECT: SHERIFF'S TACTICAL TRAINING FACILITY

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for **Bid No: 23-77; Sheriff's Tactical Training Facility** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

TOTAL NOT-TO-EXCEED BID PRICE: (As per plans and specifications)

\$ _____
Total Not-To-Exceed Bid Price (Numerical)

_____/100 Dollars
Total Not-To-Exceed Bid Price (Amount written or typed in words)

Bidder shall insert the Total Not-To-Exceed Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Total Not-To-Exceed Bid Price submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Total Not-To-Exceed Bid Price above shall be the final price charged to the County for work performed.

The Not-To-Exceed Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

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 Contract presented by the County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **five percent (5%) of Total Not-To-Exceed Bid Price**, payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

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: _____

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, and all Attachments 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.

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "A"

ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for **Bid No: 23-77; Sheriff's Tactical Training Facility**, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their 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. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder 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.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

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

Notary Public
My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then _____ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

Signature of Secretary

Full Legal Name of Corporation (Bidder)

STATE OF _____

COUNTY OF _____

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this ___ day of _____, 20___, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

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

ATTACHMENT "C"

CONTRACTOR'S QUALIFICATIONS STATEMENT

I, _____ hereby certify that _____
(Authorized Company Representative Name & Title) (Full Legal Company Name)

has performed and is licensed in the State of Florida as a Certified General Contractor (CGC). I also certify that the above named company is capable of bonding any Contract in excess of \$100,000.00 in value and shall perform the scope of work in accordance with the specifications stated in this Bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

Authorized Bidder Representative:

Signature Date

Name & Title of Representative

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "E"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Bidder is NOT a Local Business, and/or is NOT self-performing at least 50% of all Work specified under this solicitation, the Bidder must utilize qualified Local Businesses to complete a minimum of 50% of all Work. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Work/Services

ATTACHMENT "F"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 23-77; Sheriff's Tactical Training Facility

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

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

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

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

Please check the appropriate statement:

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

Legal Name of Respondent: _____

Authorized Representative(s): _____
Signature Print Name/Title

Signature Print Name/Title

St. Johns County Board of County Commissioners

ATTACHMENT "G"

DRUG-FREE WORKPLACE FORM

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

_____ does:
Name of Firm

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

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

Signature

Date

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "H"

CERTIFICATE(S) OF INSURANCE

(Attach or insert copy here)

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

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

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "I"

RELEVANT EXPERIENCE OF BIDDER

Each Bidder must submit a list of projects showing relevant experience to the scope as described in this IFB. The information required shall include: dates of service, dollar amount of contract, name of individual, firm or agency, and a contact person name, title, phone number and email address. The County reserves the right to contract the project owners to verify experience of the Bidder.

ATTACHMENT "J"

CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes _____ No _____

If yes, please attach additional sheet(s) to include:

- Description of every action Captions of the Litigation or Arbitration
- Amount at issue
- Name (s) of the attorneys representing all parties:
- Amount actually recovered, if any
- Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, on separate sheet(s), provide an explanation of those instances.

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes _____ No _____ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.

8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes _____ No _____ If yes, on separate sheet(s) explain in detail.

ATTACHMENT "K"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. The principal business address of Respondent is: _____

2. I am duly authorized as _____ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

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

Notary Public

My Commission Expires

ATTACHMENT "L"

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Invitation for Bid 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 Bids submitted in response to the Invitation for Bid or in return for execution of a contract for performance or provision of services for which Bids are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "M"

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

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

Notary Public
My Commission Expires: _____

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

ATTACHMENT "N"

LOCAL PREFERENCE

Bidders must complete and submit **Attachment N**, indicating whether or not the Bidder is submitting for consideration of Local Preference. Any Bidder that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Bidder as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment N.

Any Bidder submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Work shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

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

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

Bidder is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Bidder selects this option, by signing below, Bidder certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Bidder is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

If Bidder selects this option, Bidder is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Signature – Authorized Representative

Printed Name & Title

Date of Signature

BID NO: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

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
SHERIFF'S TACTICAL TRAINING FACILITY
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: 23-77; SHERIFF'S TACTICAL TRAINING FACILITY

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS


CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SEALED BID MAILING LABEL

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 23-77
BID TITLE:	Sheriff's Tactical Training Facility
DUE DATE/TIME:	By 2:00PM – September 13, 2023
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT