

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO. 13-07 PURCHASE OF COLD BITUMINOUS ASPHALT PATCHING MIX FOR THE SJC ROAD & BRIDGE DEPARTMENT

RECITALS

WHEREAS, the County desires to enter into a contract with Duval Asphalt Products, Inc to supply on an as needed basis cold bituminous asphalt patching mix to the SJC Road & Bridge Department; and

WHEREAS, through the County's formal bid process, Duval Asphalt Products, Inc was selected as the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the contract is being funded by the SJC Road & Bridge Department; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 13-07 to Duval Asphalt Products, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Duval Asphalt Products, Inc on behalf of the County for the supply of cold bituminous asphalt patching mix as specifically provided in the Bid Documents for Bid No 13-07.

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 20th day of November, 2012.

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

By: Jay Morris
BOCC Chair Jay Morris

ATTEST: Cheryl Strickland, Clerk

By: Ram Helterman
Deputy Clerk



RENDITION DATE 11/28/12
T:\authorizing resolution\Bid 13-07, Cold Bituminous Asphalt.doc



CONTRACT AGREEMENT
Bid No: 13-07; Purchase of Cold Bituminous
Asphalt Patching Mix
Master Contract #: 12-MCC-DUV-03861

This Contract Agreement is made as of this _____ day of _____, 2012, by and between **St. Johns County, FL**, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **Duval Asphalt Products, Inc** authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 7544 Philips Highway, Jacksonville, FL 32256 Phone: (904) 296-2020 and Fax: (904) 296-6574.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of one (1) calendar year, and may be extended for up to a maximum of three (3) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactory performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement and any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to supply the SJC Road & Bridge Department with **Cold Bituminous Asphalt Patching Mix** in accordance with Bid No: 13-07 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of Ivan Burrell, Road & Bridge Superintendent, SJC Road & Bridge Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The CONTRACTOR shall perform the required Services as needed by the SJC Road & Bridge Department. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the SJC Road & Bridge Department. No changes to said schedule shall be made without prior written authorization from the COUNTY'S representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The COUNTY shall compensate the CONTRACTOR based upon the unit price of **one hundred ten dollars (\$110.00) per ton** for the cold bituminous asphalt patching mix as submitted in the Bid Proposal. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by SJC Road & Bridge Department for Services satisfactorily performed in accordance with the Contract Documents.

- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR's compensation is based upon CONTRACTOR's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.
- C. The CONTRACTOR shall bill the COUNTY for Services satisfactorily performed, and materials satisfactorily delivered.
- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY may return a bill/invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Road & Bridge Department
ATTN: Ivan Burrell, Road & Bridge Superintendent
1625 State Road 16
St. Augustine, FL 32084
- F. FINAL INVOICE: In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "final invoice" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

ARTICLE 6 – TERMINATION

This Contract Agreement may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

This Contract Agreement may be terminated with cause by the COUNTY upon failure by the CONTRACTOR to comply with any portion of the responsibilities under this Contract Agreement. The COUNTY shall provide written notification of any and all issues of non-compliance, which the CONTRACTOR shall then have fourteen (14) consecutive calendar days to correct. If correction is not made, or acceptable corrective action has not been taken within the provided fourteen (14) day period, the Contract Agreement may be terminated by the COUNTY for cause upon giving at least seven (7) days advance written notice to the CONTRACTOR.

Consistent with other provisions of this Contract Agreement, CONTRACTOR shall be compensated for any services and/or expenses that are both authorized under this Contract Agreement and that are performed and/or accrue up to the termination of this Contract Agreement.

ARTICLE 7 – PERSONNEL

The CONTRACTOR represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

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

ARTICLE 8 – SUBCONTRACTING

Sub-Contracting is not permitted under this Contract.

The COUNTY reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the CONTRACTOR shall promptly do so, subject to approval by the COUNTY.

The COUNTY reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 9 – FEDERAL AND STATE TAX

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

The CONTRACTOR shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from CONTRACTOR's performance under this Contract Agreement.

ARTICLE 10 – AVAILABILITY OF FUNDS

The COUNTY's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the COUNTY will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the COUNTY makes no express commitment to provide such funds in any given COUNTY Fiscal Year. Moreover, it is expressly noted that the CONTRACTOR cannot demand that the COUNTY provide any such funds in any given COUNTY Fiscal Year.

ARTICLE 11 - INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

A brief description of operations referencing the Bid/RFP Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on 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, FL
500 San Sebastian View
St. Augustine, FL 32084

1. **Workers' Compensation:** The CONTRACTOR shall 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 (if three or more) per Florida Statute 440.02.
2. **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
3. **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

ARTICLE 12 - INDEMNIFICATION

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 14 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

ARTICLE 15 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

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

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract Agreement.

ARTICLE 16 - NO THIRD PARTY BENEFICIARIES

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

ARTICLE 17 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

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

ARTICLE 18 - ARREARS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract Agreement, and the Equipment Lease Agreement signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered,

or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 25 - ENFORCEMENT COSTS

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

ARTICLE 26 - AUTHORITY TO PRACTICE

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

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 29 - FLORIDA LAW & VENUE

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

ARTICLE 30 - ARBITRATION

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

ARTICLE 31 - NOTICES

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

St. Johns COUNTY Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Duval Asphalt Products, Inc
Attn: Mr. Michael W. Swindal, Materials Manager
7544 Philips Highway
Jacksonville, FL 32256

ARTICLE 32 - HEADINGS

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

ARTICLE 33 - ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. 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.

ARTICLE 35 - USE OF COUNTY LOGO

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

ARTICLE 36 - SURVIVAL

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

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Joe Burch, Purchasing Director

Date

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

**ATTEST:
CLERK OF COURT**

Deputy Clerk

Date

CONTRACTOR:

Duval Asphalt Products, Inc

Company Name

Name (Type or Print)

Signature

Title

Date

EXHIBIT "A"

**BID NO: 13-07; PURCHASE OF COLD BITUMINOUS ASPHALT PATCHING
MIX FOR SJC ROAD & BRIDGE DEPARTMENT**

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Price as submitted on the "Official Total Bid Form" in the Bid Documents. The Unit Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

The County will determine price adjustments on a monthly basis throughout the duration of the Contract. All monthly price adjustments shall be determined by the 2012 FDOT Fuel & Bit Price Index. This index may be accessed through the following link: <http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm> on the FDOT Website. The beginning base shall be the average calculated for Asphalt Cement (AC-20/30) for the first month of the initial contract term. Each month the County shall evaluate whether the submitted invoice shall be adjusted up or down based on documentation submitted by the Contractor demonstrating the current month's average added to or subtracted from the beginning base according to the above referenced price index.

EXHIBIT "B"

BID NO: 13-07; PURCHASE OF COLD BITUMINOUS ASPHALT FOR SJC UTILITY DEPARTMENT

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on the date of execution by all parties, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for three (3), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services.



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

RECEIVED
OCT 26 2012
ST. JOHNS COUNTY
FLORIDA

INTEROFFICE MEMORANDUM

TO: Ivan Burrell, Road & Bridge Superintendent
FROM: Jaime Toney-Locklear, Contract Coordinator *JL*
SUBJECT: Transmittal of Bids Received for Bid No. 13-07, Purchase of Bituminous Asphalt
Patching Mix
DATE: October 24, 2012

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

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

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

Dept. Approval *Ivan Burrell*
Date 10-29-12
Budget Amount \$30,000
Account Funding Title ROAD MATERIALS
Funding Charge Code 1122-55300
Award to DUYAL ASPHALT
Award Amount \$110/TON

OCT 30 2012

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

PURCHASE OF COLD BITUMINOUS ASPHALT PATCHING MIX

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

**OPENED BY
TABULATED BY
VERIFIED BY**

LEIGH DANIELS
Barbara Beauchamp *BB*

BID NUMBER

13-07

OPENING DATE/TIME

October 24, 2012 2:00 PM

POSTING DATE/TIME

10/24/12 3:00 PM

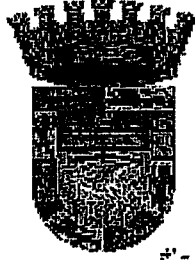
10/29/12 3:00 PM

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	UNIT PRICE PER TON W/NO DELIVERY								
DUVAL ASPHALT PRODUCTS, INC.	\$110.00								

BID AWARD DATE - _____



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

BID NO.: 13-07

**PURCHASE OF COLD BITUMINOUS
ASPHALT PATCHING MIX**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150**

Final: 09/24/12

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

- Notice to Bidders
- Instruction to Bidders
- Official County Bid Form with Attachments:
 - Attachment A - Affidavit
 - Attachment B - License/Certification List
 - Attachment C - References

PROJECT SPECIFICATIONS

BID NO: 13-07

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, October 24, 2012 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 13-07; Purchase of Cold Bituminous Asphalt. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from qualified firms for the purchase of cold bituminous asphalt patching mix for the SJC Road & Bridge Department's annual requirements. These annual requirements shall include cold mix material that shall be used to repair potholes in asphalt paving and to repair drop offs at the edge of asphalt paving throughout the County. The County uses approximately three hundred fifty (350) tons of cold mix material on an annual basis.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 13-07. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfi.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Jaime Toney Locklear, St. Johns County Purchasing, via email to jtoney@sjcfi.us or fax to (904) 209-0159.

Any and all questions related to this project shall be directed, *in writing*, to Jaime Toney Locklear, Contract Coordinator, SJC Purchasing Department, via email to jtoney@sjcfi.us or fax to (904) 209-0159. Questions are due no later than end of business day (4:00PM) on Wednesday, October 10, 2012, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director.

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

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK
BY: _____

Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO: 13-07; Purchase of Cold Bituminous Asphalt

DEFINITIONS

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

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

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

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

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

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

The Contractor is the individual/firm that is awarded a contract by the Owner and who is responsible for the scope of work as described herein.

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final. If the Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

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

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO: 13-07 - SEALED BID FOR PURCHASE OF COLD BITUMINOUS ASPHALT PATCHING MIX**".

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 BID NO.: XX-XX - SEALED BID FOR SAMPLE PROJECT
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Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container. The envelope or container shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

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

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

MODIFICATION OR WITHDRAWAL OF BID

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

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

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

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

CONSIDERATION OF BIDS

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

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

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

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents. The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the vendor who submits the lowest responsive, responsible Unit Price Per Ton, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida, must operate an FDOT approved asphalt plant, and must show proof thereof in the submitted Bid. Each Bidder must complete Attachment "B" - License/Certification List and attach a copy of each license and certificate shown and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal. Upon award, and prior to the execution of a Contract Agreement,

the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

REFERENCES

Each Bidder shall submit a list of no less than five (5) references of firms/entities for which the Bidder has provided cold bituminous asphalt patching mix within the last three (3) years. All information requested below shall be submitted on Attachment "C" and attached to each copy (one original + two copies) of the submitted Bid Proposal.

SUBCONTRACTORS - No sub-contracting is permitted under this Bid.

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

Insurance Requirements - Minor Contract for Service

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 1. Premises/operations
 2. Products/complete operations
 3. Contractual liability
 4. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 1. Owned autos
 2. Hired autos
 3. Non-owned autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 1. St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.
 2. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

Insurance Requirements - Standard Contract for Service

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 1. Premises/operations
 2. Products/complete operations
 3. Contractual liability
 4. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 1. Owned autos
 2. Hired autos

3. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 1. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 2. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

Insurance Requirements - Major Contract for Service

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 1. Premises/operations
 2. Products/complete operations
 3. Contractual liability
 4. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 1. Owned autos
 2. Hired autos
 3. Non-owed autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 1. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.**
 2. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

PRICING

The County will determine price adjustments on a monthly basis throughout the duration of the Contract. All monthly price adjustments shall be determined by the 2012 FDOT Fuel & Bit Price Index. This index may be accessed through the following link: <http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm> on the FDOT Website. The beginning base shall be the average calculated for Asphalt Cement (AC-20/30) for the first month of the initial contract term. Each month the County shall evaluate whether the submitted invoice shall be adjusted up or down based on documentation submitted by the Contractor demonstrating the current month's average added to or subtracted from the beginning base according to the above referenced price index.

METHOD OF PAYMENT

The Contractor shall submit an invoice at the end of each month, to the SJC Road & Bridge Department upon satisfactory performance of the required services for each burn. The date of the invoices shall not exceed thirty (30) calendar days from the date of services performed.

Under no circumstances shall the invoice be submitted to the Owner in advance of the performance of services. Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted to the SJC Road & Bridge Department and addressed to:

St. Johns County Road & Bridge Department
ATTN: Jennifer Kinlaw
1625 State Road 16
St. Augustine, FL 32084

St. Johns County Payment Terms: Net 45 Days.

All invoices shall state the following basic information: Vendor Information (Full Legal Name, Address, Phone, Fax), Date of Invoice, Invoice Number, SJC Purchase Order Number, Unit Price of product, Total Price of Invoice, and Description of Services Performed. Each invoice shall also state the number of gallons of Asphalt Cement (AC-20/30) in each ton of Cold Bituminous Asphalt Patching Mix, the price the Contractor paid per gallon for the Asphalt Cement, and shall be backed up with the current FDOT Index to demonstrate the price adjustment, if any, necessary for that invoice.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement for Contractors.

CONTRACT TERM

The Contract Agreement awarded under this Bid shall become effective upon full execution by all parties, shall remain in effect for an initial term of one (1) calendar year, and may be extended for up to a maximum of three (3) one (1) year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds.

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.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have fourteen (14) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the fourteen (14) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

The Owner may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

END OF SECTION

SPECIFICATIONS

Bid No: 13-07; Purchase of Cold Bituminous Asphalt Patching Mix
MINIMUM SPECIFICATIONS & CONDITIONS

Scope of Work:

The purpose of this bid is to solicit pricing from qualified firms for the purchase of cold bituminous asphalt patching mix for the SJC Road & Bridge Department's annual requirements. These annual requirements shall include cold mix material that shall be used to repair potholes in asphalt paving and to repair drop offs at the edge of asphalt paving throughout the County. The County uses approximately three hundred fifty (350) tons of cold mix material on an annual basis.

Patching Mix:

St. Johns County Road & Bridge Department (R & B) requires cold bituminous asphalt patching mix (Patching Mix) for annual requirements. The Patching Mix must be able to be applied in the 50 degree to 100 degree Fahrenheit ambient temperature range, and must be able to function in dry to wet or cool to hot climatic conditions while providing adequate workability, coating and adhesion properties. The Patching Mix should be unaltered by weather condition changes when compacted and in place.

Liquid Asphalt Component:

The liquid asphalt component shall comply with the FDOT specification for AC-20 or AC-30; an American Petroleum Institute (API) compliant diluent, meeting all applicable requirements and specifications, with a high quality polymer additive that enhances adhesion and cohesion traits and that can pass the modified AASHTO T-182.

Aggregate:

The following limits apply to the gradation unless the R& B Superintendent specifies other approved or studied aggregates:

PERCENT TOTAL PASSING		
Dense Graded Material		
Sieve		Warm Weather Mix
½	12.5mm	100
3/8	9.5mm	90-100
#4	4.75mm	64-74
#8	2.36mm	41-49
#16	1.18mm	25-33
#30	600um	16-22
#50	300um	10-16
#100	150um	4-11
#200	75um	1.5-4.5

TEST	METHOD	SPECIFICATION
Extraction	ASTM-D2172	0.5%
Gradation	AASHTO T-30	Tolerance within FDOT FC3
Resistance to Water Damage	AASHTO T-182 modified*	+95%
Outdoor Shelf Life	VISUAL	6 mos min, 50 min @ 6' height

*NOTE 1: The T-182 modification consists of sample immersion at 140° F for 24hrs.

Shelf Life:

The Patching Mix should be able to retain its performance properties for up to six (6) months of outside storage, contingent upon handling and stockpiling methods.

Performance:

The Patching Mix should be guaranteed to function as intended under normal conditions for a minimum of six (6) months. Defective material shall be replaced by the Contractor. Consequential damages arising from the application of the Patching Mix would not be covered.