

RESOLUTION NO. 2016 - 309

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO 16-47R COUNTYWIDE PAVEMENT MANAGEMENT AND REHABILITATION CONTINUING SERVICES

RECITALS

WHEREAS, the County desires to enter into contracts with North Florida Emulsions, Inc.; Asphalt Paving Systems, Inc.; Preferred Materials, Inc.; Hubbard Construction Company; P&S Paving and Duval Asphalt Products, Inc. to provide asphalt maintenance and rehabilitation services and striping on an as-needed basis for various roadways throughout St. Johns County.; and

WHEREAS, the scope of the Project will generally include furnishing all labor, materials, equipment and other items necessary to provide asphalt maintenance and rehabilitation services and striping on an as-needed basis for various roadways throughout St. Johns County. The services include but may not be limited to milling/overlay, full depth reclamation, cold in-place recycling, micro-surfacing and crack sealing.; and

WHEREAS, through the County's formal Bid process, North Florida Emulsions, Inc.; Asphalt Paving Systems, Inc.; Preferred Materials, Inc.; Hubbard Construction Company; P&S Paving and Duval Asphalt Products, Inc. were selected as the most qualified respondents to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 16-47R to North Florida Emulsions, Inc.; Asphalt Paving Systems, Inc.; Preferred Materials, Inc.; Hubbard Construction Company; P&S Paving and Duval Asphalt Products, Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 16-47R.

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.

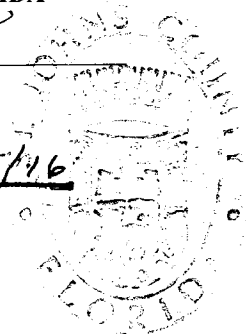
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4th day of October, 2016.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Pam Haltern Deputy Clerk

RENDITION DATE 10/5/16





ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Greg Caldwell, Engineering
FROM: April Johnston, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 16-47R, Countywide Pavement Management and Rehabilitation Continuing Services
DATE: September 8, 2016

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

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

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

Department Head Approval [Signature]
Date 9/12/16

Budget Amount VARIOUS
Account Funding Title PAVEMENT MANAGEMENT CAPITAL AND PAVEMENT MAINTENANCE MAINTENANCE
1114-56301-5240-56301 AND 1114-55302-5238-56301
Funding Charge Code _____

Award to _____
Award Amount VARIOUS

- NORTH FLORIDA EMULSIONS
- ASPHALT PAVING SYSTEMS, INC.
- PREFERRED MATERIALS, INC.
- HUBBARD CONSTRUCTION CO.
- P+S PAVING
- DUVAL ASPHALT PRODUCTS, INC.

ST. JOHNS COUNTY
SEP 12 2016
PURCHASING

BID TITLE: COUNTYWIDE PAVEMENT MANAGEMENT & REHABILITATION CONTINUING SERVICES

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

OPENED BY: April Johnston
 TABULATED BY: Leila Harland
 VERIFIED BY: [Signature]

BID NUMBER: 16-47R
 OPENING DATE/TIME: September 7, 2016 2:00 PM

POSTING DATE/TIME: FROM 09/07/16 3:00 PM UNTIL 09/12/16 3:00 PM

PRODUCT TYPE	COMPANY NAME	NORTH FLORIDA EMULSIONS	ASPHALT PAVING SYSTEMS INC.	PREFERRED MATERIALS INC.	HUBBARD CONSTRUCTION COMPANY	P & S PAVING	DUVAL ASPHALT PRODUCTS INC
ITEM "A" MILLING (Sq Yd) 0 - 1,000							
1"		NO BID	\$7.50	\$11.67	\$14.58	\$9.16	\$13.00
2"		NO BID	\$9.50	\$12.02	\$15.06	\$9.81	\$17.00
3"		NO BID	\$11.50	\$12.37	\$15.54	\$11.81	\$17.00
4"		NO BID	\$13.50	\$12.73	\$16.03	\$13.00	\$18.50
5"		NO BID	\$15.50	\$13.09	\$8.05	\$14.00	\$18.50
6"		NO BID	\$17.00	\$13.44	\$16.99	\$15.00	\$20.00
ITEM "A" MILLING (Sq Yd) 1,001 - 5,000							
1"		NO BID	\$4.50	\$3.59	\$3.30	\$2.00	\$3.50
2"		NO BID	\$6.50	\$4.48	\$3.79	\$2.30	\$4.00
3"		NO BID	\$8.50	\$6.72	\$5.68	\$3.72	\$5.00
4"		NO BID	\$10.00	\$7.08	\$6.16	\$4.15	\$7.00
5"		NO BID	\$11.50	\$9.32	\$6.36	\$4.59	\$7.00
6"		NO BID	\$13.00	\$9.68	\$8.54	\$5.02	\$8.00
ITEM "A" MILLING (Sq Yd) 5,001 - 25,000							
1"		NO BID	\$2.75	\$2.62	\$1.80	\$1.33	\$2.50
2"		NO BID	\$4.00	\$2.97	\$2.28	\$1.77	\$3.50
3"		NO BID	\$5.25	\$4.84	\$3.70	\$2.21	\$4.50
4"		NO BID	\$6.25	\$6.45	\$4.75	\$3.47	\$4.00
5"		NO BID	\$7.25	\$8.24	\$5.23	\$4.00	\$6.50
6"		NO BID	\$8.25	\$9.68	\$6.84	\$4.00	\$7.50

ITEM "A" MILLING (Sq Yd) 25,001 - 50,000	COMPANY NAME	NORTH FLORIDA EMULSIONS	ASPHALT PAVING SYSTEMS INC.	PREFERRED MATERIALS INC.	HUBBARD CONSTRUCTION COMPANY	P & S PAVING	DUVAL ASPHALT PRODUCTS INC
1"		NO BID	\$2.00	\$2.41	\$1.80	\$1.30	\$2.50
2"		NO BID	\$2.60	\$2.77	\$2.28	\$1.73	\$3.50
3"		NO BID	\$3.20	\$4.84	\$4.27	\$1.99	\$4.50
4"		NO BID	\$3.80	\$6.45	\$4.75	\$3.60	\$5.50
5"		NO BID	\$4.40	\$8.24	\$5.23	\$4.00	\$6.50
6"		NO BID	\$5.00	\$9.68	\$6.66	\$4.00	\$7.50
ITEM "A" MILLING (Sq Yd) Over 50,000							
1"		NO BID	\$2.00	\$2.24	\$1.80	\$1.30	\$2.50
2"		NO BID	\$2.60	\$2.60	\$2.28	\$1.73	\$3.50
3"		NO BID	\$3.20	\$4.84	\$4.27	\$1.99	\$4.50
4"		NO BID	\$3.80	\$6.45	\$4.75	\$3.60	\$5.50
5"		NO BID	\$4.40	\$8.24	\$5.23	\$4.00	\$6.50
6"		NO BID	\$5.00	\$9.68	\$6.42	\$4.00	\$7.50
ITEM "B" ASPHALT TYPES (Ton) 0-100							
S-I (Marshall Mix)		NO BID	\$150.00	\$286.14	\$217.94	\$160.00	\$225.00
S-III (Marshall Mix)		NO BID	\$153.00	\$272.04	\$219.77	\$160.00	\$225.00
9.5 S.P.		NO BID	\$160.00	\$278.20	\$219.77	\$150.00	\$225.00
12.5 S.P.		NO BID	\$155.00	\$274.07	\$228.83	\$160.00	\$225.00
19.0 S.P.		NO BID	\$152.00	\$274.32	\$226.05	\$160.00	\$275.00
ITEM "B" ASPHALT TYPES (Ton) 101-1,000							
S-I (Marshall Mix)		NO BID	\$120.00	\$102.81	\$81.95	\$92.00	\$105.00
S-III (Marshall Mix)		NO BID	\$124.00	\$101.64	\$83.78	\$95.00	\$110.00
9.5 S.P.		NO BID	\$132.00	\$107.80	\$83.78	\$92.00	\$110.00
12.5 S.P.		NO BID	\$128.00	\$103.67	\$79.96	\$92.00	\$105.00
19.0 S.P.		NO BID	\$123.00	\$103.92	\$96.13	\$92.00	\$135.00
ITEM "B" ASPHALT TYPES (Ton) 1,001-5,000							
S-I (Marshall Mix)		NO BID	\$98.00	\$94.90	\$81.95	\$85.00	\$100.00
S-III (Marshall Mix)		NO BID	\$102.00	\$93.75	\$81.26	\$86.00	\$106.00
9.5 S.P.		NO BID	\$110.00	\$99.92	\$81.26	\$85.00	\$106.00
12.5 S.P.		NO BID	\$105.00	\$95.78	\$82.67	\$85.00	\$100.00
19.0 S.P.		NO BID	\$101.00	\$96.04	\$85.34	\$85.00	\$125.00

COMPANY NAME	NORTH FLORIDA EMULSIONS	ASPHALT PAVING SYSTEMS INC.	PREFERRED MATERIALS INC.	HUBBARD CONSTRUCTION COMPANY	P & S PAVING	DUVAL ASPHALT PRODUCTS INC
ITEM "B" ASPHALT TYPES (Ton) 5,001- 10,000						
S-I (Marshall Mix)	NO BID	\$94.00	\$92.31	\$81.95	\$85.86	\$100.00
S-III (Marshall Mix)	NO BID	\$98.00	\$91.17	\$81.26	\$93.28	\$106.00
9.5 S.P.	NO BID	\$105.00	\$97.34	\$81.26	\$93.28	\$106.00
12.5 S.P.	NO BID	\$100.00	\$93.20	\$82.67	\$85.86	\$100.00
19.0 S.P.	NO BID	\$95.00	\$93.46	\$79.92	\$85.86	\$125.00
ITEM "B" ASPHALT TYPES (Ton) Over 10,000						
S-I (Marshall Mix)	NO BID	\$94.00	\$91.27	\$81.95	\$85.86	\$100.00
S-III (Marshall Mix)	NO BID	\$98.00	\$90.14	\$80.34	\$93.28	\$106.00
9.5 S.P.	NO BID	\$105.00	\$96.30	\$81.26	\$93.28	\$106.00
12.5 S.P.	NO BID	\$100.00	\$92.17	\$82.67	\$85.86	\$100.00
19.0 S.P.	NO BID	\$95.00	\$92.42	\$79.92	\$85.86	\$125.00
ITEM "C" CHIP SEAL (Sq Yd) 0 - 25,000						
Single Chip (Number 89 Stone)	\$1.88	\$1.74	NO BID	\$4.24	NO BID	\$3.75
Double Chip (Number 57 & 89 Stone)	\$3.25	\$3.04	NO BID	\$5.82	NO BID	\$8.50
Stress Relief (Number 7 Stone)	\$1.98	\$1.74	NO BID	\$4.24	NO BID	NO BID
ITEM "C" CHIP SEAL (Sq Yd) 25,001 - 50,000						
Single Chip (Number 89 Stone)	\$1.88	\$1.74	NO BID	\$2.66	NO BID	\$3.75
Double Chip (Number 57 & 89 Stone)	\$3.05	\$3.04	NO BID	\$4.24	NO BID	\$8.50
Stress Relief (Number 7 Stone)	\$1.98	\$1.74	NO BID	\$3.19	NO BID	NO BID
ITEM "C" CHIP SEAL (Sq Yd) 50,001 - 100,000						
Single Chip (Number 89 Stone)	\$1.88	\$1.74	NO BID	\$2.66	NO BID	\$3.75
Double Chip (Number 57 & 89 Stone)	\$2.88	\$3.04	NO BID	\$4.24	NO BID	\$8.50
Stress Relief (Number 7 Stone)	\$1.98	\$1.74	NO BID	\$3.19	NO BID	NO BID
ITEM "C" CHIP SEAL (Sq Yd) Over 100,000						
Single Chip (Number 89 Stone)	\$1.87	\$1.74	NO BID	\$2.66	NO BID	\$3.75
Double Chip (Number 57 & 89 Stone)	\$2.87	\$3.04	NO BID	\$4.24	NO BID	\$8.50
Stress Relief (Number 7 Stone)	\$1.97	\$1.74	NO BID	\$3.19	NO BID	NO BID

COMPANY NAME	NORTH FLORIDA EMULSIONS	ASPHALT PAVING SYSTEMS INC.	PREFERRED MATERIALS INC.	HUBBARD CONSTRUCTION COMPANY	P & S PAVING	DUVAL ASPHALT PRODUCTS INC
ITEM "D" MIRCO-SURFACING (Sq Yd) 0 - 25,000						
Single Micro	\$2.50	\$1.90	NO BID	\$4.24	NO BID	NO BID
Double Micro	\$3.50	\$2.99	NO BID	\$5.82	NO BID	NO BID
ITEM "D" MIRCO-SURFACING (Sq Yd) 25,001 - 50,000						
Single Micro	\$2.25	\$1.90	NO BID	\$2.92	NO BID	NO BID
Double Micro	\$2.89	\$2.99	NO BID	\$3.98	NO BID	NO BID
ITEM "D" MIRCO-SURFACING (Sq Yd) 50,001 - 100,000						
Single Micro	\$2.19	\$1.90	NO BID	\$2.92	NO BID	NO BID
Double Micro	\$2.68	\$2.99	NO BID	\$3.98	NO BID	NO BID
ITEM "D" MIRCO-SURFACING (Sq Yd) Over 100,000						
Single Micro	\$2.11	\$1.90	NO BID	\$2.92	NO BID	NO BID
Double Micro	\$2.68	\$2.99	NO BID	\$3.98	NO BID	NO BID
ITEM "E" FULL DEPTH RECLAMATION (PER CY)						
Excavation of Widening or Unsuitable Materials (Cu Yd)	NO BID	\$20.00	NO BID	\$85.00	NO BID	NO BID
General Use Optional Base Material (Cu Yd)	NO BID	\$25.00	NO BID	\$242.23	NO BID	NO BID
Pulverization (Sq Yd) 0 - 25,000	NO BID	\$7.25	NO BID	\$5.43	NO BID	NO BID
Cement - Cement Treated Base (Ton) 0 - 25,000	NO BID	\$145.00	NO BID	NO BID	NO BID	NO BID
Asphaltic Cement - Foamed Asphalt Base (Gallon) 0 - 25,000	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Asphaltic Emulsion - Emulsion Treated Base (Gallon) 0 - 25,000	NO BID	\$2.35	NO BID	\$4.22	NO BID	NO BID
Pulverization (Sq Yd) 25,001 - 50,000	NO BID	\$6.50	NO BID	\$5.43	NO BID	NO BID
Cement - Cement Treated Base (Ton) 25,001 - 50,000	NO BID	\$145.00	NO BID	NO BID	NO BID	NO BID
Asphaltic Cement - Foamed Asphalt Base (Gallon) 25,001 - 50,000	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Asphaltic Emulsion - Emulsion Treated Base (Gallon) 25,001 - 50,000	NO BID	\$2.35	NO BID	\$4.22	NO BID	NO BID
Pulverization (Sq Yd) 50,001 - 100,000	NO BID	\$6.50	NO BID	\$5.43	NO BID	NO BID
Cement - Cement Treated Base (Ton) 50,001 - 100,000	NO BID	\$145.00	NO BID	NO BID	NO BID	NO BID
Asphaltic Cement - Foamed Asphalt Base (Gallon) 50,001 - 100,000	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Asphaltic Emulsion - Emulsion Treated Base (Gallon) 50,001 - 100,000	NO BID	\$2.35	NO BID	\$4.22	NO BID	NO BID
Pulverization (Sq Yd) Over 100,000	NO BID	\$6.00	NO BID	\$5.43	NO BID	NO BID
Cement - Cement Treated Base (Ton) Over 100,000	NO BID	\$145.00	NO BID	NO BID	NO BID	NO BID
Asphaltic Cement - Foamed Asphalt Base (Gallon) Over 100,000	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Asphaltic Emulsion - Emulsion Treated Base (Gallon) Over 100,000	NO BID	\$2.35	NO BID	\$4.22	NO BID	NO BID

COMPANY NAME	NORTH FLORIDA EMULSIONS	ASPHALT PAVING SYSTEMS INC.	PREFERRED MATERIALS INC.	HUBBARD CONSTRUCTION COMPANY	P & S PAVING	DUVAL ASPHALT PRODUCTS INC
ITEM "F" COLD-IN-PLACE RECYCLING (Per Cu Yd or Ton)						
Excavation for Widening or Unsuitable Materials (Cu Yd)	NO BID	\$20.00	NO BID	\$85.00	NO BID	NO BID
Added Rap or Aggregates (Ton)	NO BID	\$25.00	NO BID	\$50.00	NO BID	NO BID
Cold-in-Place Recycled Bituminous Paving (Sq Yd) 0 - 25,000	NO BID	\$8.25	NO BID	\$7.39	NO BID	NO BID
Asphalt Emulsion (Gallon) 0 - 25,000	NO BID	\$560.00	NO BID	\$1,085.00	NO BID	NO BID
Cold-in-Place Recycled Bituminous Paving (Sq Yd) 25,001 - 50,000	NO BID	\$7.50	NO BID	\$7.39	NO BID	NO BID
Asphalt Emulsion (Gallon) 25,001 - 50,000	NO BID	\$560.00	NO BID	\$1,085.00	NO BID	NO BID
Cold-in-Place Recycled Bituminous Paving (Sq Yd) 50,001 - 100,000	NO BID	\$7.00	NO BID	\$7.39	NO BID	NO BID
Asphalt Emulsion (Gallon) 50,001 - 100,000	NO BID	\$560.00	NO BID	\$1,085.00	NO BID	NO BID
Cold-in-Place Recycled Bituminous Paving (Sq Yd) Over 100,000	NO BID	\$6.50	NO BID	\$7.39	NO BID	NO BID
Asphalt Emulsion (Gallon) Over 100,000	NO BID	\$560.00	NO BID	\$1,085.00	NO BID	NO BID
ITEM "G" CRACK SEALING (Gallon)						
Crack Sealant (Gallon) 0-500	\$18.00	\$25.00	NO BID	\$31.67	NO BID	NO BID
Crack Sealant (Gallon) 501 - 1,000	\$17.40	\$20.00	NO BID	\$31.67	NO BID	NO BID
Crack Sealant (Gallon) 1,001 - 5,000	\$17.40	\$19.00	NO BID	\$31.67	NO BID	NO BID
Crack Sealant (Gallon) 5,001 - 10,000	\$15.89	\$18.00	NO BID	\$31.67	NO BID	NO BID
Crack Sealant (Gallon) Over 10,000	\$15.79	\$18.00	NO BID	\$31.67	NO BID	NO BID
ITEM "H" TRAFFIC LOOP REPLACEMENT (Each)						
Type B (FDOT Item # 660-2-102) (Each)	NO BID	\$2,000.00	NO BID	\$2,000.00	NO BID	\$550.00
Type F (FDOT Item # 660-2-106) (Each)	NO BID	\$2,500.00	NO BID	\$2,000.00	NO BID	\$750.00
Type F (FDOT Item # 660-2-106 modified to 30 Ft) (Each)	NO BID	\$2,750.00	NO BID	\$2,000.00	NO BID	\$750.00
ITEM "I" FOG SEAL (Sq Yd)						
Fog Seal (Sq Yd) 0 - 25,000	\$1.00	\$0.50	NO BID	NO BID	NO BID	NO BID
Fog Seal (Sq Yd) 25,001 - 50,000	\$1.00	\$0.40	NO BID	NO BID	NO BID	NO BID
Fog Seal (Sq Yd) 50,001 - 100,000	\$0.80	\$0.40	NO BID	NO BID	NO BID	NO BID
Fog Seal (Sq Yd) Over 100,000	\$0.79	\$0.35	NO BID	NO BID	NO BID	NO BID
BID BOND	YES	YES	YES	YES	YES	YES
ADDENDUM #1	YES	YES	YES	YES	YES	YES
ADDENDUM #2	YES	YES	YES	YES	YES	YES
ADDENDUM #3	YES	YES	YES	YES	YES	YES
ADDENDUM #4	YES	YES	YES	YES	YES	YES
ADDENDUM #5	YES	YES	YES	YES	YES	YES

BID NO: 16-47R

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, August 24, 2016 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 16-47R; Countywide Pavement Management and Rehabilitation Continuing Services.** 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.

Scope of Work:

The St. Johns County Purchasing Department is soliciting bids on behalf of the St. Johns County Engineering/Transportation Department for Countywide Pavement Management and Rehabilitation Continuing Services. The Scope of Work for these services shall include furnishing all labor, materials, equipment and other items necessary to provide asphalt maintenance and rehabilitation services and striping on an as-needed basis for various roadways throughout St. Johns County. The services include but may not be limited to milling/overlay, full depth reclamation, cold in-place recycling, micro-surfacing and crack sealing. All work shall be performed in accordance with the plans and specifications.

Minimum Qualifications:

Bidders must be fully licensed to do business in the State of Florida and must have successfully completed as a prime contractor or subcontractor programs of the type and size proposed under this bid. The prime or subcontractor performing work in the following work classes must be currently pre-qualified by the Florida Department of Transportation (FDOT): **Flexible Paving and Hot Plant-Mixed Bituminous Courses.** Pre-qualification requirement applies to FDOT recognized classes. Any portion of work outside of the FDOT recognized classes will not be required to provide proof of pre-qualification for that class. Proof of all qualifications including FDOT pre-qualifications and past experience shall be submitted with the bid proposal on the forms provided within the bid documents. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

All potential contractors shall attend a **Non-Mandatory Pre-Bid Conference** before responding to this bid, which will be held on Tuesday, August 9, 2016, at 9:00 a.m. in the Aviles Conference Room of the St. Johns County Administration Building, 500 San Sebastian View, St Augustine FL 32084.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 16-47R. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/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 St. Johns County Purchasing, via email to ajohnston@sjcfl.us or fax to (904) 209-0157.

Any and all questions related to this project shall be directed, ***in writing***, to April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to ajohnston@sjcfl.us or fax to (904) 209-0157. **Questions are due no later than 4:00PM on Monday, August 15, 2016**, 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 or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

August 1, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-47R Countywide Pavement Management and Rehabilitation Continuing Services

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

Change/Clarifications:

The Non-Mandatory Pre-Bid meeting is scheduled for Tuesday, August 9th 2016 at 9:00AM. The date listed on Demand Star under the Pre-Bid Conference section is incorrect.

The location of the meeting remains the same:

Aviles Conference Room
St Johns County Administration Building
500 San Sebastian View
St Augustine, FL 32084

Bid Due Date: Wednesday August 24, 2016 by 2:00PM

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

August 15, 2016

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-47R Countywide Pavement Management and Rehabilitation Continuing Services

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

QUESTION: Is it satisfactory to submit a Bid Bond amount of 5% based on a lower cost projection if the respondent is only bidding on a few select items on the Bid Form instead of the estimated annual budget amount for FY'17 of Six Million Dollars?

RESPONSE: No. The Bid Bond shall be in the amount of five percent (5%) of Six Million Dollars, \$6,000,000.00 (Estimated Annual Budget Amount for FY '17).

QUESTION: Does FDOT include chip seal and/or micro-surfacing under their flex paving category and if so, wouldn't the FDOT Pre-qualification requirement for those applications be required for the contractor?

RESPONSE: The FDOT does not recognize the chip seal / micro-surfacing application as a class that requires pre-qualification. The St Johns County minimum qualification requirement for this bid regarding FDOT pre-qualifications is as follows: The prime or subcontractor performing work in the following work classes must be currently pre-qualified by the Florida Department of Transportation (FDOT): *Flexible Paving and Hot Plant-Mixed Bituminous Courses*. Any portion of work outside of the FDOT recognized classes will not be required to provide proof of pre-qualification for that class.

Additions/Revisions/Clarifications:

There is no line item listed on the Unit bid price form for "fog seal", the specifications mention fog seal. Please see revised Bid Form, Item "I" to include Fog Seal, issued as an attachment to this addendum.

Bid Due Date: Wednesday August 24, 2016 by 2:00PM

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2

**Bid No. 16-47R – Official County Bid Form
Countywide Pavement Management and Rehabilitation Continuing Services
Unit Price Bid Form – REVISED 8/15/16**

OFFICIAL COUNTY BID FORM FOR: _____						
(Company Name)						
PRODUCT TYPE	UNIT					
ITEM "A" - MILLING	Sq Yd	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
1"						
2"						
3"						
4"						
5"						
6"						
ITEM "B" - ASPHALT TYPES	Ton	0-100	101-1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
S-I (Marshall Mix)						
S-III (Marshall Mix)						
9.5 S.P.						
12.5 S.P.						
19.0 S.P.						
ITEM "C" - CHIP SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)						
Double Chip (Number 57 & 89 Stone)						
Stress Relief (Number 7 Stone)						
ITEM "D" - MICRO-SURFACING	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Micro						
Double Micro						
ITEM "E" - FULL DEPTH RECLAMATION		Per CY				
Excavation for Widening or Unsuitable Materials	Cy Yd					
General Use Optional Base Material	Cy Yd					
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq Yd					
Cement - Cement Treated Base	Ton					
Asphaltic Cement - Foamed Asphalt Base	Gallon					
Asphaltic Emulsion - Emulsion Treated Base	Gallon					
ITEM "F" - COLD-IN-PLACE RECYCLING		Per CY or Ton				
Excavation for Widening or Unsuitable Materials	Cy Yd					
Added Rap or Aggregates	Ton					
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cold-In-Place Recycled Bituminous Paving	Sq Yd					
Asphalt Emulsion	Ton					
ITEM "G" - CRACK SEALING	Gallon	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant						
ITEM "H" - TRAFFIC LOOP REPLACEMENT		Each				
Type B (FDOT Item # 660-2-102)						
Type F (FDOT Item # 660-2-106)						
Type F (FDOT Item # 660-2-106 modified to 30 Ft)						
ITEM "I" - FOG SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Fog Seal						

SHADES ARE NOT APPLICABLE TO THIS FORM



St. Johns County Board of County Commissioners

Purchasing Division

August 19, 2016

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-47R Countywide Pavement Management and Rehabilitation Continuing Services

This Addendum #3 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Bidders are required to submit an original copy of this signed Addendum with their bid proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

Additions/Revisions/Clarifications:

1) FDOT does have a specification for Chip Seal and it's covered under the Flexible Paving Qualification in their standards.

Response: Requirements for FDOT pre qualifications have been specified in the Front End Documents (page 3) and are also clarified in Addendum #2 respectively.

2) FDOT requires contractors to be pre-qualified for any and all roadwork on public roadways over the threshold of \$250,000.

Response: This project is being funded by St Johns County. It is not an FDOT project and does not require adhering to FDOT qualifications. The County has established its own requirements related to qualification. These qualifications are included in the Front End Documents and are also clarified in Addendum #2 respectively.

Bid Due Date: Wednesday August 24, 2016 by 2:00PM

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 3



St. Johns County Board of County Commissioners

Purchasing Division

August 23, 2016

ADDENDUM #4

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-47R Countywide Pavement Management and Rehabilitation Continuing Services

This Addendum #4 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Bidders are required to submit an original copy of this signed Addendum with their bid proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

Additions/Revisions/Clarifications:

1) Bid No 16-47R has been placed on hold until further notice. St. Johns County will issue a subsequent addendum to reinstate the bid and provide a new due date.

Bid Due Date: TBD

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 4



St. Johns County Board of County Commissioners

Purchasing Division

August 23, 2016

ADDENDUM #5

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 16-47R Countywide Pavement Management and Rehabilitation Continuing Services

This Addendum #5 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Bidders are required to submit an original copy of this signed Addendum with their bid proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

Additions/Revisions/Clarifications:

- 1) Bid No 16-47R Due Date has been scheduled for **Wednesday September 7, 2016 by 2:00 p.m.**
- 2) Pre-qualification requirements apply to FDOT recognized classes. Any portion of work not included in a FDOT recognized class will not be required to provide proof of pre-qualification for such work.
- 3) St. Johns County does not require proof of FDOT pre-qualification from bidders submitting pricing for chip seal or micro- surfacing work.

Bid Due Date: Wednesday September 7, 2016 by 2:00p.m.

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 5

Bid No. 16-47R - Official County Bid Form
Countywide Pavement Management and Rehabilitation Continuing Services
Unit Price Bid Form - REVISED 8/15/16

OFFICIAL COUNTY BID FORM FOR: North Florida Emulsions, Inc.
 (Company Name)

PRODUCT TYPE	UNIT					
ITEM "A" - MILLING	Sq Yd	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
1"		NO Bid	NO Bid	NO Bid	NO Bid	NO Bid
2"		↓	↓	↓	↓	↓
3"		↓	↓	↓	↓	↓
4"		↓	↓	↓	↓	↓
5"		↓	↓	↓	↓	↓
6"		↓	↓	↓	↓	↓
ITEM "B" - ASPHALT TYPES	Ton	0-100	101-1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
S-I (Marshall Mx)		NO Bid	NO Bid	NO Bid	NO Bid	NO Bid
S-II (Marshall Mx)		↓	↓	↓	↓	↓
9.5 S.P.		↓	↓	↓	↓	↓
12.5 S.P.		↓	↓	↓	↓	↓
19.0 S.P.		↓	↓	↓	↓	↓
ITEM "C" - CHIP SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)		1.88	1.88	1.88	1.88	
Double Chip (Number 57 & 89 Stone)		3.25	3.05	2.88	2.88	
Stress Relief (Number 7 Stone)		1.98	1.98	1.98	1.98	
ITEM "D" - MICRO-SURFACING	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Micro		2.50	2.25	2.19	2.11	
Double Micro		3.50	2.89	2.68	2.68	
ITEM "E" - FULL DEPTH RECLAMATION		Per CY				
Excavation for Widening or Unsuitable Materials	Cy Yd	NO Bid				
General Use Optional Base Material	Cy Yd	NO Bid				
ITEM "F" - COLD-IN-PLACE RECYCLING		Per CY or Ton				
Excavation for Widening or Unsuitable Materials	Cy Yd	NO Bid				
Added Rap or Aggregates	Ton	↓				
ITEM "G" - CRACK SEALING	Gallon	0 - 600	600 - 1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant		18.00	17.40	17.40	15.89	15.79
ITEM "H" - TRAFFIC LOOP REPLACEMENT		Each				
Type B (FDOT Item # 680-2-102)		NO Bid				
Type F (FDOT Item # 680-2-106)		↓				
Type F (FDOT Item # 680-2-106 modified to 30 Ft)		↓				
ITEM "I" - FOG SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Fog Seal		1.00	1.00	.80	.79	

SHADED = NOT APPLICABLE (Do not complete)

Bid No. 16-47R – Official County Bid Form
Countywide Pavement Management and Rehabilitation Continuing Services
Unit Price Bid Form – REVISED 8/15/16

OFFICIAL COUNTY BID FORM FOR: ASPHALT PAVING SYSTEMS, INC
 (Company Name)

PRODUCT TYPE	UNIT					
ITEM "A" - MILLING	Sq Yd	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
1"		7.90	4.50	2.75	2.00	2.00
2"		9.50	6.50	4.00	2.60	2.60
3"		11.50	8.50	5.25	3.20	3.20
4"		13.50	10.00	6.25	3.80	3.80
5"		15.50	11.50	7.25	4.40	4.40
6"		17.00	13.00	8.25	5.00	5.00
ITEM "B" - ASPHALT TYPES	Ton	0-100	101-1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
S-I (Marshall Mix)		150.00	120.00	98.00	94.00	94.00
S-III (Marshall Mix)		153.00	124.00	102.00	98.00	98.00
9.5 S.P.		160.00	132.00	110.00	105.00	105.00
12.5 S.P.		155.00	128.00	105.00	100.00	100.00
19.0 S.P.		152.00	123.00	100.00	95.00	95.00
ITEM "C" - CHIP SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)		1.74	1.74	1.74	1.74	
Double Chip (Number 57 & 89 Stone)		3.04	3.04	3.04	3.04	
Stress Relief (Number 7 Stone)		1.74	1.74	1.74	1.74	
ITEM "D" - MICRO-SURFACING	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Micro		1.90	1.90	1.90	1.90	
Double Micro		2.99	2.99	2.99	2.99	
ITEM "E" - FULL DEPTH RECLAMATION		Per CY				
Excavation for Widening or Unsuitable Materials	Cy Yd	20.00				
General Use Optional Base Material	Cy Yd	25.00				
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq Yd	7.25	6.50	6.00	5.50	
Cement - Cement Treated Base	Ton	145.00	145.00	145.00	145.00	
Asphaltic Cement - Foamed Asphalt Base	Gallon					
Asphaltic Emulsion - Emulsion Treated Base	Gallon	2.35	2.35	2.35	2.35	
ITEM "F" - COLD-IN-PLACE RECYCLING		Per CY or Ton				
Excavation for Widening or Unsuitable Materials	Cy Yd	20.00				
Added Rep or Aggregates	Ton	25.00				
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cold-in-Place Recycled Bituminous Paving	Sq Yd	8.25	7.50	7.00	6.50	
Asphalt Emulsion	Ton	560.00	560.00	560.00	560.00	
ITEM "G" - CRACK SEALING	Gallon	0 - 500	500 - 1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant		25.00	20.00	19.00	18.00	18.00
ITEM "H" - TRAFFIC LOOP REPLACEMENT		Each				
Type B (FDOT Item # 660-2-102)		2,000.00				
Type F (FDOT Item # 660-2-106)		2,500.00				
Type F (FDOT Item # 660-2-106 modified to 30 Ft)		2,150.00				
ITEM "I" - FOG SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Fog Seal		0.50	0.40	0.40	0.35	

Bid No. 16-47R – Official County Bid Form
Countywide Pavement Management and Rehabilitation Continuing Services
Unit Price Bid Form – REVISED 8/15/16

OFFICIAL COUNTY BID FORM FOR:		Preferred Materials, Inc.				
		(Company Name)				
PRODUCT TYPE	UNIT					
ITEM "A" - MILLING	Sq Yd	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
1"		\$ 11.67	\$ 3.59	\$ 2.62	\$ 2.41	\$ 2.24
2"		\$ 12.02	\$ 4.48	\$ 2.97	\$ 2.77	\$ 2.60
3"		\$ 12.37	\$ 6.72	\$ 4.84	\$ 4.84	\$ 4.84
4"		\$ 12.73	\$ 7.08	\$ 6.45	\$ 6.45	\$ 6.45
5"		\$ 13.09	\$ 9.32	\$ 8.24	\$ 8.24	\$ 8.24
6"		\$ 13.44	\$ 9.68	\$ 9.68	\$ 9.68	\$ 9.68
ITEM "B" - ASPHALT TYPES	Ton	0-100	101-1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
S-I (Marshall Mix)		\$ 286.14	\$ 102.81	\$ 94.90	\$ 92.31	\$ 91.27
S-III (Marshall Mix)		\$ 272.04	\$ 101.64	\$ 93.75	\$ 91.17	\$ 90.14
9.5 S.P.		\$ 278.20	\$ 107.80	\$ 99.92	\$ 97.34	\$ 96.30
12.5 S.P.		\$ 274.07	\$ 103.67	\$ 95.78	\$ 93.20	\$ 92.17
19.0 S.P.		\$ 274.32	\$ 103.92	\$ 96.04	\$ 93.46	\$ 92.42
ITEM "C" - CHIP SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)		No Bid	No Bid	No Bid	No Bid	
Double Chip (Number 57 & 89 Stone)		No Bid	No Bid	No Bid	No Bid	
Stress Relief (Number 7 Stone)		No Bid	No Bid	No Bid	No Bid	
ITEM "D" - MICRO-SURFACING	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Micro		No Bid	No Bid	No Bid	No Bid	
Double Micro		No Bid	No Bid	No Bid	No Bid	
ITEM "E" - FULL DEPTH RECLAMATION		Per CY				
Excavation for Widening or Unsuitable Materials	Cy Yd	No Bid				
General Use Optional Base Material	Cy Yd					
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq Yd	No Bid	No Bid	No Bid	No Bid	
Cement - Cement Treated Base	Ton	No Bid	No Bid	No Bid	No Bid	
Asphaltic Cement - Foamed Asphalt Base	Gallon	No Bid	No Bid	No Bid	No Bid	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	No Bid	No Bid	No Bid	No Bid	
		No Bid	No Bid	No Bid	No Bid	
ITEM "F" - COLD-IN-PLACE RECYCLING		Per CY or Ton				
Excavation for Widening or Unsuitable Materials	Cy Yd	No Bid				
Added Rap or Aggregates	Ton	No Bid				
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cold-In-Place Recycled Bituminous Paving	Sq Yd	No Bid	No Bid	No Bid	No Bid	
Asphalt Emulsion	Ton	No Bid	No Bid	No Bid	No Bid	
		No Bid	No Bid	No Bid	No Bid	
ITEM "G" - CRACK SEALING	Gallon	0 - 500	500 - 1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant		No Bid	No Bid	No Bid	No Bid	No Bid
ITEM "H" - TRAFFIC LOOP REPLACEMENT		Each				
Type B (FDOT Item # 660-2-102)		No Bid				
Type F (FDOT Item # 660-2-108)		No Bid				
Type F (FDOT Item # 660-2-108 modified to 30 Ft)		No Bid				
ITEM "I" - FOG SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Fog Seal		No Bid	No Bid	No Bid	No Bid	
		No Bid	No Bid	No Bid	No Bid	

SHADED = NOT APPLICABLE (Do not complete)

**Bid No. 16-47R – Official County Bid Form
Countywide Pavement Management and Rehabilitation Continuing Services
Unit Price Bid Form – REVISED 8/15/16**

OFFICIAL COUNTY BID FORM FOR:		Hubbard Construction Company				
		(Company Name)				
PRODUCT TYPE	UNIT					
ITEM "A" - MILLING	Sq Yd	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
1"		14.58	3.30	1.80	1.80	1.80
2"		15.06	3.79	2.28	2.28	2.28
3"		15.54	4.28	2.76	2.76	2.76
4"		16.03	4.76	3.24	3.24	3.24
5"		16.51	5.24	3.72	3.72	3.72
6"		16.99	5.72	4.20	4.20	4.20
ITEM "B" - ASPHALT TYPES	Ton	0-100	101-1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
S-I (Marshall Mix)		217.94	81.95	81.95	81.95	81.95
S-III (Marshall Mix)		219.77	83.78	81.26	81.26	80.34
9.5 S.P.		219.77	83.78	81.26	81.26	81.26
12.5 S.P.		228.83	78.96	82.67	82.67	82.67
19.0 S.P.		228.05	86.13	85.34	79.92	79.92
ITEM "C" - CHIP SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)		4.24	2.66	2.66	2.66	
Double Chip (Number 57 & 89 Stone)		5.82	4.24	4.24	4.24	
Stress Relief (Number 7 Stone)		4.24	3.19	3.19	3.19	
ITEM "D" - MICRO-SURFACING	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Micro		4.24	2.92	2.92	2.92	
Double Micro		5.82	3.98	3.98	3.98	
ITEM "E" - FULL DEPTH RECLAMATION		Per CY				
Excavation for Widening or Unsuitable Materials	Cy Yd	85.00				
General Use Optional Base Material	Cy Yd	242.23				
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq Yd	5.43	5.43	5.43	5.43	
Cement - Cement Treated Base	Ton	No Bid	No Bid	No Bid	No Bid	
Asphaltic Cement - Foamed Asphalt Base	Gallon	No Bid	No Bid	No Bid	No Bid	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	4.22	4.22	4.22	4.22	
ITEM "F" - COLD-IN-PLACE RECYCLING		Per CY or Ton				
Excavation for Widening or Unsuitable Materials	Cy Yd	85.00				
Added Rap or Aggregates	Ton	50.00				
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cold-in-Place Recycled Bituminous Paving	Sq Yd	7.39	7.39	7.39	7.39	
Asphalt Emulsion	Ton	1085.00	1085.00	1085.00	1085.00	
ITEM "G" - CRACK SEALING	Gallon	0 - 500	500 - 1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant		31.67	31.67	31.67	31.67	31.67
ITEM "H" - TRAFFIC LOOP REPLACEMENT		Each				
Type B (FDOT Item # 660-2-102)		2000.00				
Type F (FDOT Item # 660-2-106)		2000.00				
Type F (FDOT Item # 660-2-106 modified to 30 FI)		2000.00				
ITEM "I" - FOG SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Fog Seal		No Bid	No Bid	No Bid	No Bid	

SHADED = NOT APPLICABLE (Do not complete)

Bid No. 16-47R – Official County Bid Form
Countywide Pavement Management and Rehabilitation Continuing Services
Unit Price Bid Form – REVISED 8/15/16

OFFICIAL COUNTY BID FORM FOR:		P & S Paving, Inc.				
		(Company Name)				
PRODUCT TYPE	UNIT					
ITEM "A" - MILLING	Sq Yd	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
1"		\$ 9.16	\$ 2.00	\$ 1.33	\$ 1.30	\$ 1.30
2"		\$ 9.81	\$ 2.30	\$ 1.77	\$ 1.73	\$ 1.73
3"		\$ 11.81	\$ 3.72	\$ 2.21	\$ 1.99	\$ 1.99
4"		\$ 13.00	\$ 4.15	\$ 3.47	\$ 3.60	\$ 3.60
5"		\$ 14.00	\$ 4.59	\$ 4.00	\$ 4.00	\$ 4.00
6"		\$ 15.00	\$ 5.02	\$ 4.00	\$ 4.00	\$ 4.00
ITEM "B" - ASPHALT TYPES	Ton	0-100	101-1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
S-I (Marshall Mix)		\$ 160.00	\$ 92.00	\$ 85.00	\$ 85.86	\$ 85.86
S-III (Marshall Mix)		\$ 160.00	\$ 95.00	\$ 86.00	\$ 93.28	\$ 93.28
9.5 S.P.		\$ 150.00	\$ 92.00	\$ 85.00	\$ 93.28	\$ 93.28
12.5 S.P.		\$ 160.00	\$ 92.00	\$ 85.00	\$ 85.86	\$ 85.86
19.0 S.P.		\$ 160.00	\$ 92.00	\$ 85.00	\$ 85.86	\$ 85.86
ITEM "C" - CHIP SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)		No Bid	No Bid	No Bid	No Bid	
Double Chip (Number 57 & 89 Stone)		No Bid	No Bid	No Bid	No Bid	
Stress Relief (Number 7 Stone)		No Bid	No Bid	No Bid	No Bid	
ITEM "D" - MICRO-SURFACING	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Micro		No Bid	No Bid	No Bid	No Bid	
Double Micro		No Bid	No Bid	No Bid	No Bid	
ITEM "E" - FULL DEPTH RECLAMATION		Per CY				
Excavation for Widening or Unsuitable Materials	Cy Yd	No Bid				
General Use Optional Base Material	Cy Yd	No Bid				
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq Yd	No Bid	No Bid	No Bid	No Bid	
Cement - Cement Treated Base	Ton	No Bid	No Bid	No Bid	No Bid	
Asphaltic Cement - Foamed Asphalt Base	Gallon	No Bid	No Bid	No Bid	No Bid	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	No Bid	No Bid	No Bid	No Bid	
ITEM "F" - COLD-IN-PLACE RECYCLING		Per CY or Ton				
Excavation for Widening or Unsuitable Materials	Cy Yd	No Bid				
Added Rap or Aggregates	Ton	No Bid				
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cold-in-Place Recycled Bituminous Paving	Sq Yd	No Bid	No Bid	No Bid	No Bid	
Asphalt Emulsion	Ton	No Bid	No Bid	No Bid	No Bid	
ITEM "G" - CRACK SEALING	Gallon	0 - 500	500 - 1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant		No Bid	No Bid	No Bid	No Bid	No Bid
ITEM "H" - TRAFFIC LOOP REPLACEMENT		Each				
Type B (FDOT Item # 660-2-102)		No Bid				
Type F (FDOT Item # 660-2-106)		No Bid				
Type F (FDOT Item # 660-2-106 modified to 30 Ft)		No Bid				
ITEM "I" - FOG SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Fog Seal		No Bid	No Bid	No Bid	No Bid	

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Bid No. 16-47R – Official County Bid Form
Countywide Pavement Management and Rehabilitation Continuing Services
Unit Price Bid Form – REVISED 8/15/16

OFFICIAL COUNTY BID FORM FOR:		Duval Asphalt Products, Inc.				
		(Company Name)				
PRODUCT TYPE	UNIT					
ITEM "A" - MILLING	Sq Yd	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
1"		\$13.00	\$3.50	\$2.50	\$2.50	\$2.50
2"		\$17.00	\$4.00	\$3.50	\$3.50	\$3.50
3"		\$17.00	\$5.00	\$4.50	\$4.50	\$4.50
4"		\$18.50	\$7.00	\$4.00	\$5.50	\$5.50
5"		\$18.50	\$7.00	\$6.50	\$6.50	\$6.50
6"		\$20.00	\$8.00	\$7.50	\$7.50	\$7.50
ITEM "B" - ASPHALT TYPES	Ton	0-100	101-1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
S-I (Marshall Mix)		\$225.00	\$105.00	\$100.00	\$100.00	\$100.00
S-III (Marshall Mix)		\$225.00	\$110.00	\$106.00	\$106.00	\$106.00
9.5 S.P.		\$225.00	\$110.00	\$106.00	\$106.00	\$106.00
12.5 S.P.		\$225.00	\$105.00	\$100.00	\$100.00	\$100.00
19.0 S.P.		\$275.00	\$135.00	\$125.00	\$125.00	\$125.00
ITEM "C" - CHIP SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)		\$3.75	\$3.75	\$3.75	\$3.75	
Double Chip (Number 57 & 89 Stone)		\$8.50	\$8.50	\$8.50	\$8.50	
Stress Relief (Number 7 Stone)		No Bid	No Bid	No Bid	No Bid	
ITEM "D" - MICRO-SURFACING	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Micro		No Bid	No Bid	No Bid	No Bid	
Double Micro		No Bid	No Bid	No Bid	No Bid	
ITEM "E" - FULL DEPTH RECLAMATION		Per CY				
Excavation for Widening or Unsuitable Materials	Cy Yd					
General Use Optional Base Material	Cy Yd					
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq Yd	No Bid	No Bid	No Bid	No Bid	
Cement - Cement Treated Base	Ton	No Bid	No Bid	No Bid	No Bid	
Asphaltic Cement - Foamed Asphalt Base	Gallon	No Bid	No Bid	No Bid	No Bid	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	No Bid	No Bid	No Bid	No Bid	
ITEM "F" - COLD-IN-PLACE RECYCLING		Per CY or Ton				
Excavation for Widening or Unsuitable Materials	Cy Yd	No Bid				
Added Rap or Aggregates	Ton	No Bid				
		0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cold-In-Place Recycled Bituminous Paving	Sq Yd	No Bid	No Bid	No Bid	No Bid	
Asphalt Emulsion	Ton	No Bid	No Bid	No Bid	No Bid	
		No Bid	No Bid	No Bid	No Bid	
ITEM "G" - CRACK SEALING	Gallon	0 - 500	500 - 1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant		No Bid	No Bid	No Bid	No Bid	
ITEM "H" - TRAFFIC LOOP REPLACEMENT		Each				
Type B (FDOT Item # 660-2-102)		\$550.00				
Type F (FDOT Item # 660-2-106)		\$750.00				
Type F (FDOT Item # 660-2-106 modified to 30 Ft)		\$750.00				
ITEM "I" - FOG SEAL	Sq Yd	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Fog Seal		No Bid	No Bid	No Bid	No Bid	

SHADED = NOT APPLICABLE (Do not complete)



CONTRACT AGREEMENT

BID NO: _____; _____
Master Contract #: _____

This Contract Agreement (“**Agreement**”) is made as of this _____ day of _____, 2016, by and between **St. Johns County, FL**, (“**St. Johns County**”) or (“**County**”), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and _____, (“**Contractor**”) authorized to do business in the State of Florida, with mailing address: _____, Phone: () _____, Fax: () _____ and email: _____.

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

ARTICLE 1 – DURATION and RENEWAL

This Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of _____ (_____) calendar year, and may be renewed for up to a maximum of _____ year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term “Contract Documents” shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Task Orders, and Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Agreement.

ARTICLE 3 - SERVICES

The CONTRACTOR’s responsibility under this Agreement is to provide all labor, materials, and equipment necessary to **perform** _____ as needed by the SJC _____ Department, and as authorized by Task Order in accordance with Bid No: _____ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County _____ Department, or an authorized designee, who shall act as St. Johns County’s representative, along with the SJC Purchasing Department representative during the performance of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services in accordance with the schedule as provided in each Task Order. No changes to said schedule shall be made without prior written authorization, in the form of a Change Order.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall pay to the Contractor, upon acceptance of services performed, for services satisfactorily performed as authorized by Task Orders. The Contractor will bill the County at the amounts set forth in each applicable Task Order for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the completion of services outlined in the Scope of Work contained in each issued task order. Pricing shall be based on the Unit Prices submitted on the Official County Bid Form and attached hereto as Exhibit “A-1”.
- B. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract and the task order against which the Contractor is billing.
- C. FINAL INVOICE per Task Order: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor’s final/last billing to the County. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to

be performed on the specific task order.

- D. Value of this Agreement is based on authorized Task Orders. Each Task Order shall have its own specific value on a "stand alone" basis.
- E. Unless otherwise notified, bills/invoices should be delivered to:

SJC Utility Dept
ATTN: James Galley
1205 SR 16
St. Augustine, FL 32084

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 7 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 – 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 10 – SUBCONTRACTING

The Contractor is not permitted to utilize sub-contractors for any portion of the services performed under this Agreement.

ARTICLE 11 – 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 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 Agreement.

ARTICLE 12 – AVAILABILITY OF FUNDS

St. Johns 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 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 13 - INSURANCE

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

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

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, 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.

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

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

ARTICLE 14 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages,

losses, and costs arising under this Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

ARTICLE 15 - 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this 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 16 - 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 nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or 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 17 - 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 St. Johns 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 Contractor 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 Agreement.

ARTICLE 18 - 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, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement 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 19 - 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 Agreement.

ARTICLE 20 - 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 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 St. Johns 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 Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this 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 St. Johns 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 22 - 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 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 Agreement.

ARTICLE 23 - 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 Agreement. St. Johns 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 24 - 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 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this 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 27 - 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 28 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

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

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County 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 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 to 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 30 - FLORIDA LAW & VENUE

This 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 31 - ARBITRATION

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

ARTICLE 32 - NOTICES

All notices required in this 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: Jaime Locklear, CPPB, Contract Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

BTI HD Drilling, Inc
Attn: Mr. Tim Nicks, President
5333 Skylark Court
Jacksonville, FL 32257

ARTICLE 33 - HEADINGS

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

ARTICLE 34 - 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 Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. 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 described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 36 – 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 37 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this 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 three (3) original copies this Agreement on the date and year below noted.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Dawn Cardenas, Purchasing Manager

Company Name

Date

Name (Type or Print)

ATTEST:
ST. JOHNS COUNTY, CLERK OF COURT

Signature

Deputy Clerk

Title

Date

Date

LEGALLY SUFFICIENT

Sr. Assistant County Attorney

Date of Signature

EXHIBIT "A"

BID NO: _____ ; _____
BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the unit prices as submitted on the bid proposal and approved by the County. The Unit Prices 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.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

EXHIBIT "A-1"

BID NO: _____ ;

PRICING

EXHIBIT "B"

BID NO: _____ ; _____
CONTRACT SCHEDULE

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

Initial Contract – Shall become effective upon signature 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 four (4), 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.