

RESOLUTION NO. 2016 - 76

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 15-81 AND TO EXECUTE AGREEMENTS FOR WOODLAWN RD. IMPROVEMENTS.

RECITALS

WHEREAS, the County desires to enter into contract with Besch & Smith Civil Group, Inc. to provide Woodlawn Road Improvements for St. Johns County in accordance with Bid No. 15-81; and

WHEREAS, the scope of the services will be to provide any and all necessary labor, equipment, and materials necessary for the widening of Woodlawn Road.; and

WHEREAS, through the County's formal Bid process, Besch & Smith Civil Group, Inc. was selected as the most qualified respondent 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 15-81 to Besch & Smith Civil Group, 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 15-81.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of March, 2016.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Chair

ATTEST: Hunter S. Conrad, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 3/17/16





MASTER CONTINUING CONTRACT AGREEMENT

BID NO: _____;
Master Contract #: _____

This Contract Agreement is made as of this _____ day of _____, 2016, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and _____, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", 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 Contract Agreement shall become effective on _____, 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 Contract 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 Contract 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 Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform _____ for the SJC _____ Department 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 Contract Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in each respective SJC Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County's representatives.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon _____, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County _____ Department, unless additional funds become available, or are properly transferred, 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, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.
- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County

reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.

- 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, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. 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:

- 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 final bill/invoice submitted to the County for payment. 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 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract 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 Contract are accurate, complete and current as of the date of the Contract.

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 Contract may be terminated by the County without cause upon at least _____ () calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least _____ () 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 Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than _____ () 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 Contract.
- 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 Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract 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

St. Johns 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 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 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 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 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 13 - 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 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 Contract.

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 Contract, 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 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.

The Contractor shall maintain during the life of this Contract, 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 Contract 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 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 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 Contract 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 omissive 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 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 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 Contract 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 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 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 Contract 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 Contract 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 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 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 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 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 Contract 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 Contract 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 26 - 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 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 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 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract 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 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 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 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 31 - 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 32 - 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: Jaime Locklear, CPPB, Contract Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

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 Contract 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 Contract 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 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 three (3) original copies this Contract Agreement on the date and year below noted.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Dawn Cardenas, Purchasing Manager

Company Name

Date

Name (Type or Print)

LEGALLY SUFFICIENT:

Signature

Assistant County Attorney

Title

Date of Execution

Date

**ATTEST:
CLERK OF COURT**

Deputy Clerk

Date

EXHIBIT "A"

BID NO: _____ ;

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with _____ as submitted on the proposal and approved by the County. The 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.

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 on _____, and shall remain in effect for a period of _____ () year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for _____ (), _____ () 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

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

TO: Press Tompkins, P.E., County Engineer
FROM: Sharon Haluska, Contract Manager
SUBJECT: Transmittal of Bids Received for Bid No. 15-81, Woodlawn Road Improvements
DATE: January 13, 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 _____

Date 1-23-16

Budget Amount 2088047
500,000 IMPACT FEE ZONE B

Account Funding Title IMPACT FEES ZONE B

Funding Charge Code 1188.56330-5177-56330

Award to BESCH + SMITH CIVIL GROUP, INC.

Award Amount \$ 244,773.21

BASE BID "B" - CITY OF ST. AUGUSTINE \$ 151,131.48

**ST. JOHNS COUNTY
BID TABULATION**

WOODLAWN ROAD IMPROVEMENTS

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
LEILA HARTLAND

BID NUMBER

15-81

OPENING DATE/TIME

January 13, 2016 2:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF 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.

FROM UNTIL
01/13/16 01/19/16
3:00 PM 3:00 PM

POSTING DATE/TIME

01/13/16 3:00 PM

PAGE (S) 1 of 1

BIDDERS	BASE BID "A" (ST. JOHNS COUNTY ROADWAY) TOTAL LUMP SUM PRICE	BASE BID "B" (CITY OF ST. AUGUSTINE UTILITY REHAB) TOTAL LUMP SUM PRICE	TOTAL LUMP SUM BID PRICE	BID BOND	ATTENDED MANDATORY PRE-BID MEETING	ADDENDUMS 1-6
BESCH & SMITH CIVIL GROUP INC	\$2,441,773.21	\$151,131.48	\$2,592,904.69	YES	YES	YES
G & H UNDERGROUND	\$2,825,630.73	\$230,138.35	\$3,055,769.08	YES	YES	YES
R.B. BAKER CONSTRUCTION	\$2,625,618.67	\$163,014.22	\$2,788,632.89	YES	YES	YES
BGCO INC	\$2,993,747.00	\$195,871.00	\$3,189,618.00	YES	YES	YES
MASCI GENERAL CONTRACTOR	\$3,120,773.61	\$264,324.90	\$3,385,098.51	YES	YES	YES
VJ USINA CONTRACTING	\$2,694,211.00	\$192,419.00	\$2,886,630.00	YES	YES	YES

BID AWARD DATE -

BID PROPOSAL SUMMARY

BID NO.: 15-81 Woodlawn Road Improvements														
COMPANY NAME	Base Bid "A" - County	Base Bid "B" - City of St Aug	TOTAL BID \$	CofSA Bid Summary	Attachments						Licenses /Certs	ADDENDUM 1 thru 6	Bid	Notes
					A	B	C	D	E					
Besch & Smith Civil Group	\$2,441,773.21	\$151,131.48	\$2,592,904.69	X	X	X	X	X	X	X	X	X	X	Bid is a responsible responsive bid.
G&H Underground	\$2,825,630.73	\$230,138.35	\$3,055,769.08	X	X	X	X	X	X	X	X	X	X	Bid is a responsible responsive bid.
R. B. Baker Construction	\$2,625,618.67	\$163,014.22	\$2,788,632.89	X	X	X	X	X	X	X	X	X	X	Bid is a responsible responsive bid.
BGCO Inc	\$2,993,747.00	\$195,871.00	\$3,189,618.00	X	X	X	XX	X	X	X	X	X	X	Bid is a responsible responsive bid.
Masci General Constructor	\$3,120,773.61	\$264,324.90	\$3,385,098.51	X	X	X	X	X	X	X	X	X	X	Bid is a responsible responsive bid.
V J Usina Contracting	\$2,694,211.00	\$192,419.00	\$2,886,630.00	X	X	X	X	X	X	X	X	X	X	Bid is a responsible responsive bid.
Apparent Low Bidder														

BID NO.: 15-81

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, October 21, 2015**, in the St. Johns County Purchasing Dept. located in the St. Johns County Administration Bldg. at **500 San Sebastian View, St. Augustine, Florida 32084** (904) 209-0150 for **Woodlawn Road Improvements**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids must be delivered or received in the Purchasing Department by the 2:00 P.M. deadline.

Scope of Work: This bid will cover the improvements project for Woodlawn Road Improvements. Construction will commence at House Boulevard approximately 4,000 ft north of SR 16 and continues through the curve east to the wetland crossing and ends 1,100 ft east of Heritage Park Drive. The scope of this project is to furnish all labor, materials, and equipment necessary for the widening of Woodlawn Road. Included in this project are drainage culvert construction, drainage pipe removal, sidewalk removal and construction, driveway removal and construction, asphalt removal and construction, vegetation removal and replacements, striping removal and replacement, detectable warning construction, curb and gutter construction, utility coordination, ditch grading and excavation, restoring and armoring ditches, erosion control, sodding, television of pipes, and maintenance of traffic.

There will be a **Mandatory** Pre-Bid Conference on **Tuesday, September 29, 2015 at 9:30 a.m.** in the **Aviles Conference Room at the St Johns County Administration Building, 500 San Sebastian View, St. Augustine, FL.** **Anyone arriving after the scheduled time will not be allowed admittance. Any company not in attendance and signed in at this meeting will not be allowed to submit a bid. The deadline for questions for this bid shall be Wednesday, October 7, 2015 at 4:30 p.m.**

Minimum Qualifications: Prime Bidders must be fully licensed to do business in the State of Florida and must have successfully constructed, as a prime contractor or subcontractor, five (5) projects in the past seven (7) years of the type, size, and dollar value of the construction proposed for this project, The Prime Bidder must have been in business under the bidding company name for at least five (5) years. Bidder's must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Additionally, the prime or sub-contractor performing the work in the following work classes shall be currently FDOT pre-qualified: 1) Flexible Paving and 2) Drainage.

Copies of Bidding Documents may be obtained from **Matthews Design Group, Inc., c/o Scott A. Knowles, P.E., 7 Waldo Street, St. Augustine, FL 32084 (904)826-1334**, for the sum of \$ 100.00 per set, which is non-refundable. Make checks payable to **Matthews Design Group**. An electronic PDF format of the bid documents can be provided via email at no additional cost or on CD (for an additional fee of \$10) to potential bidders purchasing a hardcopy. In the event of discrepancy, the information and data provided in the hard copy set shall take precedence over the electronic copy.

All questions shall be directed **in writing** to Sharon Haluska, St. Johns County Purchasing Dept. via email to **shaluska@sjcfl.us**. The deadline for all questions shall be **Wednesday, October 7, 2015 at 4:30 p.m.**

Additionally, document orders may be facilitated through Onvia DemandStar, Inc. These requests will be forwarded to the party responsible for bid document distribution via email. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at **www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx**. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia

DemandStar.com may visit www.demandstar.com to electronically download some documents.

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.

Designated Point of Contact: Sharon Haluska, SJC Purchasing (904) 209-0156 or email shaluska@sjcfl.us

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

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

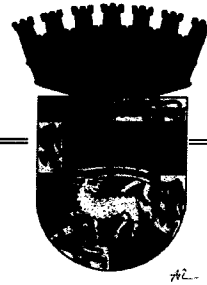
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084



PHONE: (904) 209-0150
FAX: (904) 209-0151

September 30, 2015

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. ***A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.***

Additions/ Changes/ Clarifications:

The following questions were received during the pre-bid conference:

1. What is the Engineer's estimate for this project?

The Engineer's estimate for the project is \$2.8 million.

2. What are the allowable work hours? Will nighttime work hours be allowed?

Typical daytime work hours should be anticipated. Due to the proximity to residential developments, nighttime work hours will be limited and may be allowed on a specific case basis.

3. What are the time constraints for single lane closures?

Lane closures will be limited to off-peak traffic hours, 9 a.m. to 4 p.m.

4. Is there a geotechnical report for the project?

A copy of the geotech report will be emailed as an attachment with this addendum.

5. The Elton Alan plans show a pavement section using black base and the Matthews Design plans show limerock base. Can one pavement section be used for all of the road improvements?

The pavement sections are specific to the location of the improvement. The project should be bid with the pavement sections as specified.

6. Can you indicate the limits of black base versus limerock base?

The black base is used only on the Elton Alan curve realignment plans. Limerock base is specified for the rest of the roadway.

7. The specifications conflict on burning of debris. Please clarify?

*Specification Section 02150, 3.1 should read, "Burning of clearing and grubbing debris generated on this project may be burned offsite as allowed by the St Johns County Fire Marshall." **The intent of the specification is that no burning will be allowed within the project area and that debris may be hauled and burned offsite at location permitted by the Fire Marshall.***

8. Are there areas to stage material and equipment onsite?

The right-of-way for the project is large enough to allow for staging within the project area. Contractors are cautioned that the project is near residential areas, and appropriate measures should be taken to safe up equipment and materials.

THE BID DUE DATE REMAINS AS: Wednesday, October 21, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Printed Name and Title

Company Name (Print)

Attachments: Geotechnical Report

END OF ADDENDUM #1



August 25, 2006
TSCE Project No. J05G196, Report No. 002

Mr. Mark Cissell, P.E.
PBS&J, INC.
7406 Fullerton Road, Suite 300
Jacksonville, Florida 32256

**Report of Exploratory Borings/Laboratory Testing
West Woodlawn Road Realignment
St. Johns County, Florida**

Dear Mr. Cissell:

T. SMITH CONSULTING ENGINEERS, INC. (TSCE) is pleased to present this **Report of Exploratory Borings/Laboratory Testing** for the above-referenced project. This exploration was performed in general accordance with our negotiated geotechnical scope of services and upset limit fee proposal, dated January 21, 2006. This report presents the results of our field exploration, and laboratory testing program.

GEOTECHNICAL SERVICES

Mr. Mark Cissell, P.E. with **PBS&J, Inc.**, provided project information during previous telephone conversations, and subsequently provided us with an undated *Site Plan* and *Aerial Photograph*, which were prepared by **PBS&J, Inc.** The project site, located on the western end of West Woodlawn Road in St. Johns County, Florida (see attached **Site Location Map**), will be upgraded with a T-intersection.

Our field exploration of the subsurface conditions along the roadway alignment consisted of a total of seven(7) 6-foot deep auger borings (ASTM D 1452) for the realigned roadway section, with the existing pavement cored at two(2) locations and three(3) representative samples of the near-surface soils obtained for subsequent laboratory bearing ratio (LBR) testing. The borings were performed on August 16, 2006, and were located in the field using paced and taped distances from existing site features, the adjacent roadways, and the survey control in-place at the time of our exploration. The locations of the borings are provided on the attached **Summary of Boring Locations**, and should be considered approximate. Our personnel did not establish the ground surface elevation at the boring locations, nor have others furnished us this data at this time.

T. SMITH CONSULTING ENGINEERS, INC.
11250 Old St. Augustine Road, Suite 15-PMB 321; Jacksonville, Florida 32257
Phone: 904.338.0373 – FAX: 904.425.6798 – Mobile: 904.334.5910 – www.tsce.us

The **Key to Soil Classification and Auger Boring Records**, provided in the **Attachments** of this report, present the descriptions of the soils and groundwater levels encountered. The depth designations on the boring records represent the approximate boundary between the various soils encountered, as determined in the field by our personnel. In some cases, the transition between the various soils may be gradual.

The soil samples retrieved from the boring locations were transported to our laboratory for visual examination and selective soil testing. Laboratory testing consisted of three(3) Limerock Bearing Ratio tests of near-surface soils encountered along the roadway alignment, with fines contents tests on these same 3 samples.

Brief discussion of the drilling, sampling, field and laboratory testing techniques used during this geotechnical exploration are provided on the attached **Field & Laboratory Test Procedures** sheet.

GENERAL SUBSURFACE CONDITIONS

Subsurface Conditions

Roadway Alignment Borings - The seven(7) roadway auger borings (advanced within the shoulder of the existing roadways) encountered two(2) generalized soil strata within the survey limits to the maximum 6-foot depths explored in the borings. In general, the soil stratification, based on visual examination, is as follows:

Stratum No.	Description	AASHTO Classification
1	Light Grey, Light Brown, and Brown & Grey Fine SAND	A-3
2	Dark Grey and Brown Slightly Silty Fine SAND	A-3
3	Reddish-Brown Medium SAND	A-3
4	Brown Slightly Clayey Fine SAND	A-3
5	Brown-Grey Clayey Fine SAND	A-2-6
6	Brown Slightly Clayey Medium SAND	A-3

Borings A1 and A7 were advanced in existing pavement areas, and initially encountered 10½ and 7½-inches, respectively, of asphaltic concrete pavement. Beneath the pavement system, boring A1 encountered slightly silty fine sands to its 6-foot termination depth, with slightly silty fine sands encountered below the pavement in boring A7 and extending to a depth of about 4-feet **below ground surface level (bgs)**; with fine sands then extending to its 6-foot termination depth.

The remaining borings initially encountered fine sands to depths ranging from about 3 to 4-feet **bgs**. Boring A2 then encountered medium sands to its 6-foot termination depth, with slightly clayey fine sands encountered below the fine sands in borings A3 and A5 and extending to their 6-foot termination depths. Below the fine sands in A4, clayey fine sands were encountered to its 6-foot termination depth. And, finally, below the fine sands in boring A6, slightly silty fine sands were encountered and extended to the 6-foot termination depth of this boring.

Three(3) Limerock Bearing Ratio (LBR) tests were performed as part of this exploration. Sample LBR1(A1) was obtained along the shoulder of Woodlawn Road near Station No. 11 + 00. Sample LBR2(A3) was obtained near Station No. 17 + 00, and sample LBR3(A7) was obtained along the shoulder of Woodlawn Road

near Station No. 21 + 70. The laboratory results are provided in greater detail as an attachment to this report, but are summarized in the table at the top of the following page.

Sample I.D.	*Maximum Dry Density (pcf)	*Optimum Moisture Content (%)	Fines Content (%)	LBR Value
LBR1(A1)	103.2	13.5	1.2	36
LBR2(A3)	103.4	11.4	1.5	44
LBR3(A7)	108.5	11.0	3.1	46

* - Determined by Modified Proctor Compaction Test (ASTM D 1557)

Existing Asphalt Exploration Points - Two locations within the existing roadway were cored to determine the asphalt pavement and limerock base thicknesses. These measurements were performed within the existing pavement along Woodlawn Road near Station No. 11 + 00 (A1), and Station No. 21 + 95 (A7). The pavement system thicknesses encountered at each location are presented below:

Location	Asphalt Thickness (inches)	Limerock Thickness (inches)	Subgrade Material
A1	10.5	0	Dark Grey Slightly Silty SAND (A-3)
A7	7.5	0	Brown Slightly Silty Fine SAND (A-3)

Groundwater Conditions

Groundwater levels were measured in the open boreholes during our field exploration, and ranged from 3¾ to 5½-feet bgsI in borings A3, A4, and A6, at the time of drilling. Groundwater was not encountered in the remaining borings at the time of their drilling. It should be noted that the auger borings were performed during a period of moderately dry weather, and thus the groundwater levels during the wet season could occur much closer to the ground surface level than observed and recorded at our borings. From our review of the soil borings performed at this site, as well as our review of the USDA Soil Survey for St. Johns County, it appears that the **Seasonal High Groundwater Level (SHGL)** for this area could vary from 0 to 3½-feet bgsI during the wet season of the year; as estimated on the attached **Auger Boring Records**.

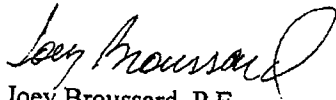
The observed groundwater levels should therefore be expected to fluctuate due to seasonal climatic variations, changes in surface water runoff patterns across the site, construction activity, and other interrelated site-specific factors. Since groundwater level variations are anticipated, design drawings and specifications should accommodate such possibilities; and construction planning should be based upon the assumption that variations will occur.

CLOSURE

T. SMITH CONSULTING ENGINEERS, INC. appreciates the opportunity to be of service to you on this project. If you should have any questions concerning the contents of this report, or if we may be of further assistance, please do not hesitate to contact us.

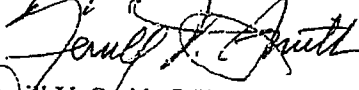
Respectfully submitted,

T. SMITH CONSULTING ENGINEERS, INC.



Joey Broussard, P.E.
Senior Engineer
FL Registration No. 58233

08/25/06



Terrell V. Smith, P.E.
President
FL Registration No. 23725

ATTACHMENTS

SITE LOCATION MAP

SUMMARY OF BORINGS & LOCATIONS

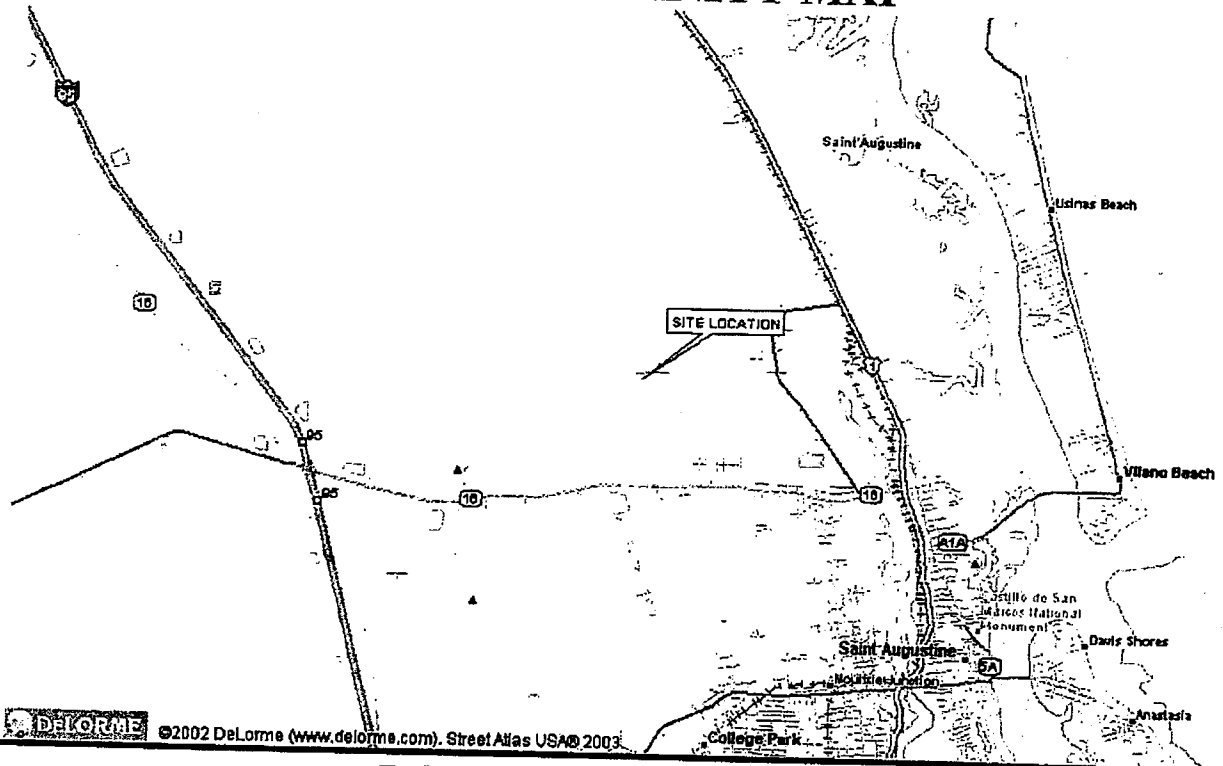
KEY TO SOIL CLASSIFICATION

AUGER BORING RECORDS

LIMEROCK BEARING RATIO TEST RESULTS

FIELD & LABORATORY TEST PROCEDURES

AREA VICINITY MAP



LOCAL VICINITY MAP



SITE LOCATION MAP

West Woodlawn Road Realignment
 St. Johns County, Florida
 TSCE Project No. J05G196, Report No. 002

T. SMITH CONSULTING
 ENGINEERS, INC.
 11250 Old St. Augustine
 Road - Suite 15-PMB 321
 Jacksonville, FL 32257



SUMMARY OF BORING LOCATIONS

West Woodlawn Road Realignment
St. Johns County, Florida
TSCE Project No. J05G196, Report No. 002

Boring/Sample No.	Street	Station No.	Offset (ft)	LEFT or RIGHT
A1	Woodlawn Road	11 + 00	6	Right
A2	Woodlawn Road	14 + 00	0	n/a
A3	Woodlawn Road	17 + 00	0	n/a
A4	Woodlawn Road	19 + 00	82	Left
A5	Woodlawn Road	19 + 00	68	Right
A6	Woodlawn Road	20 + 00	0	Left
A7	Woodlawn Road	21 + 95	0	n/a
LBR1(A1)	Woodlawn Road	11 + 00	15	Right
LBR2(A3)	Woodlawn Road	17 + 00	0	Right
LBR3(A7)	Woodlawn Road	21 + 70	10	Right



KEY TO SOIL CLASSIFICATION

CORRELATION OF PENETRATION WITH RELATIVE DENSITY & CONSISTENCY

SANDS AND GRAVEL	
BLOW COUNT	RELATIVE DENSITY
0 - 4	VERY LOOSE
5 - 10	LOOSE
11 - 20	FIRM
21 - 30	VERY FIRM
31 - 50	DENSE
OVER 50	VERY DENSE

SILTS AND CLAYS	
BLOW COUNT	CONSISTENCY
0 - 2	VERY SOFT
3 - 4	SOFT
5 - 8	FIRM
9 - 15	STIFF
16 - 30	VERY STIFF
31 - 50	HARD
OVER 50	VERY HARD

PARTICLE SIZE IDENTIFICATION (UNIFIED CLASSIFICATION SYSTEM)

CATEGORY	DIMENSIONS
Boulders	Diameter exceeds 12 inches
Cobbles	3 to 12 inches
Gravel	Coarse - 0.75 to 3 inches in diameter Fine - 4.76 mm to .075 inch diameter
Sand	Coarse - 2.0 mm to 4.76 mm diameter Medium - 0.42 mm to 2.0 mm diameter Fine - 0.074 mm to 0.42 mm diameter
Silt and Clay	Less than 0.074 mm (invisible to the naked eye)

MODIFIERS

These modifiers provide our estimate of the amount of minor constituent (sand, silt, or clay size particles) in the soil sample.

PERCENTAGE OF MINOR CONSTITUENT	MODIFIERS
5% to 12%	Slightly Silty, Slightly Clayey, Slightly Sandy
12% to 30%	Silty, Clayey, Sandy
30% to 50%	Very Silty, Very Clayey, Very Sandy

APPROXIMATE CONTENT OF OTHER COMPONENTS (SHELL, GRAVEL, ETC.)	MODIFIERS	APPROXIMATE CONTENT OF ORGANIC COMPONENTS
0% to 5%	TRACE	1% to 2%
5% to 12%	FEW	2% to 4%
12% to 30%	SOME	4% to 8%
30% to 50%	MANY	>8%

AUGER BORING RECORDS

West Woodlawn Road Realignment
St. Johns County, Florida
TSCE Project No. J05G196, Report No. 002

Date Performed: August 16, 2006

Page 1 of 1
Performed By: P. Moody

Auger Boring No.	Depth (Feet) ^a	Stratum No.	SOIL DESCRIPTION
A1	0 - 10½"	2	ASPHALTIC CONCRETE PAVEMENT
	10½" - 6 A.B.T. ^b		Dark Grey Slightly Silty Fine SAND GWL ^c ≈ Not Encountered SHGL ^d : 1½ to 3½-Feet
A2	0 - 3	1	Light Grey Fine SAND
	3 - 6 A.B.T. ^b	3	Reddish-Brown Medium SAND GWL ^c ≈ Not Encountered SHGL ^d : 1½ to 3½-Feet
A3	0 - 3½	1	Brown & Grey Fine SAND
	3½ - 6 A.B.T. ^b	4	Brown Slightly Clayey Fine SAND w/ trace organics GWL ^c ≈ 5½-Feet SHGL ^d : 0 to 1-Feet
A4	0 - 3	1	Brown & Grey Fine SAND
	3 - 6 A.B.T. ^b	5	Brown-Grey Clayey Fine SAND GWL ^c ≈ 3¾-Feet SHGL ^d : 0 to 1-Feet
A5	0 - 4	1	Brown & Grey Fine SAND
	4 - 6 A.B.T. ^b	6	Brown Slightly Clayey Medium SAND GWL ^c ≈ Not Encountered SHGL ^d : 0 to 1-Feet
A6	0 - 3	1	Light Brown Fine SAND
	3 - 6 A.B.T. ^b	2	Brown Slightly Silty Fine SAND GWL ^c ≈ 5½-Feet SHGL ^d : 0 to 1-Feet
A7	0 - 7½"	2	ASPHALTIC CONCRETE PAVEMENT
	7½" - 4		Brown Slightly Silty Fine SAND
	4 - 6 A.B.T. ^b		1 Light Brown Fine SAND GWL ^c ≈ Not Encountered SHGL ^d : 0 to 1-Feet

a - Depth measured below ground surface existing at boring location at time of drilling.
b - Auger Boring Terminated (A.B.T.)
c - Groundwater Level (GWL) depth below existing ground surface, recorded at time of drilling.
d - Seasonal High Groundwater Level (SHGL) depth below existing ground surface.

LEGACY ENGINEERING, INC

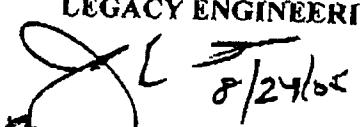
Geotechnical & Materials Engineering and Testing

PROJECT NO.: 06-2379
REPORT NO.: 3
LAB NO.: 916
DATE: 8/24/2006

REPORT OF: Moisture Density Relationship of Soils (Proctor), LBR Test and Fines Content
PROJECT: Woodland
CONTRACTOR: T. Smith Consulting Engineers, Inc.
CLIENT: T. Smith Consulting Engineers, Inc.
11250 Old St. Augustine Road
Suite 15-PMB 321
Jacksonville, Florida 32257

SAMPLE LOCATION: A-1
DATE SAMPLED: 08/16/06
SAMPLED BY: J. Ellis
MATERIAL DESCRIPTION: Gray Brown Fine Sand with Slight Trace of Shell
SPECIFICATIONS: AASHTO T-180 & FM 5-515
MAX. LAB. DENSITY, PCF: 103.2
MOISTURE CONTENT, %: 13.5
DATE COMPACTED: 08/19/06
DATE PENETRATED: 08/21/06
LBR (%): 36
FINES CONTENT (%): 1.2

Respectfully submitted:
LEGACY ENGINEERING, INC.


John E. Ellis, P.E.
Licensed, FL No. 5645

JEE/pb

2cc: client

LEGACY

ENGINEERING, INC

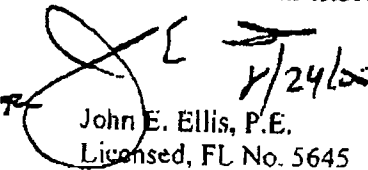
Geotechnical & Materials Engineering and Testing

PROJECT NO.: 06-2379
 REPORT NO.: 2
 LAB NO.: 915
 DATE: 8/24/2006

REPORT OF: Moisture Density Relationship of Soils (Proctor), LBR Test and Fines Content
 PROJECT: Woodland
 CONTRACTOR: T. Smith Consulting Engineers, Inc.
 CLIENT: T. Smith Consulting Engineers, Inc.
 11250 Old St. Augustine Road
 Suite 15-PMB 321
 Jacksonville, Florida 32257

SAMPLE LOCATION: A-3
 DATE SAMPLED: 08/16/06
 SAMPLED BY: J. Ellis
 MATERIAL DESCRIPTION: Gray Tan Course Sand
 SPECIFICATIONS: AASHTO T-180 & FM 5-515
 MAX. LAB. DENSITY, PCF: 103.4
 MOISTURE CONTENT, %: 11.4
 DATE COMPACTED: 08/17/06
 DATE PENETRATED: 08/19/06
 LBR (%): 44
 FINES CONTENT (%): 1.5

Respectfully submitted:
LEGACY ENGINEERING, INC.


 John E. Ellis, P.E.
 Licensed, FL No. 5645

JEE/pb

2cc: client

LEGACY

ENGINEERING, INC

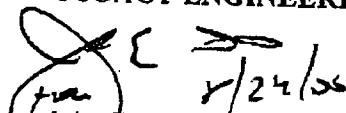
Geotechnical & Materials Engineering and Testing

PROJECT NO.: 06-2379
 REPORT NO.: 1
 LAB NO.: 914
 DATE: 8/24/2006

REPORT OF: Moisture Density Relationship of Soils (Proctor), LBR Test and Fines Content
 PROJECT: Woodland
 CONTRACTOR: T. Smith Consulting Engineers, Inc.
 CLIENT: T. Smith Consulting Engineers, Inc.
 11250 Old St. Augustine Road
 Suite 15-PMB 321
 Jacksonville, Florida 32257

SAMPLE LOCATION: A-7
 DATE SAMPLED: 08/16/06
 SAMPLED BY: J. Ellis
 MATERIAL DESCRIPTION: Medium Brown Course Sand with Slight Trace of Shell
 SPECIFICATIONS: AASHTO T-180 & FM 5-515
 MAX. LAB. DENSITY, PCF: 108.5
 MOISTURE CONTENT, %: 11.0
 DATE COMPACTED: 08/19/06
 DATE PENETRATED: 08/21/06
 LBR (%): 46
 FINES CONTENT (%): 3.1

Respectfully submitted:
 LEGACY ENGINEERING, INC.


 John E. Ellis, P.E.
 Licensed, FL No. 5645

JEE/pb

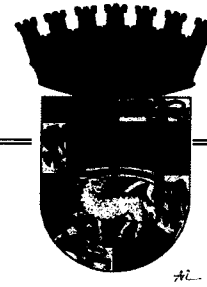
2cc: client

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151



October 6, 2015

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

Addendum #2 is being issued to advise all prospective bidders that the current bid due date of October 21, 2015 is being extended to Wednesday, November 18, 2015 at 2:00 p.m. The deadline for all questions is also being extended from 4:30 p.m., Wednesday, October 7, 2015 to 4:30 p.m., Tuesday, November 3, 2015.

This extension is due to a forthcoming change to add utility work for the City of St. Augustine to the scope of work. Further details in the form of the plans and specifications for the additional work will be issued in a future addendum.

THE BID DUE IS CHANGED TO: Wednesday, November 18, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

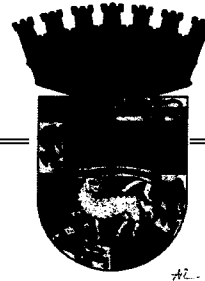
Company Name (Print)

END OF ADDENDUM #2

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084



PHONE: (904) 209-0150
FAX: (904) 209-0151

October 13, 2015

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

The following questions were received from potential bidders during the open time for project questions:

1. It looks like there is to be clearing beyond the construction limits, please clarify:

The clearing limits shown on the plans should be the only areas required to be cleared. The callout arrows on Sheet 20 calling for removal of vegetation outside of the construction limits should be ignored.

2. The project specifications call for job to be built in 150 calendar days. Can the county relook at this time frame? It appears to be a tight time frame to finish both projects within the 150 day time frame?

After review of the scope and the time for completion, the time for Substantial Completion has been extended to 210 days. Time for final completion will remain as 60 days from Substantial Completion. An updated Bid Proposal Form is attached with this addendum.

3. In reference to Matthews Drawings Sheet #35, can a top elevation be provided for structure #20A?

The top elevation for structure S-20A should be 36.0.

4. In reference to Matthews drawing Sheet #33, please confirm that pipe between S#23 and S#24 is ERCP 19x30?

The pipe between S-23 and S-24 should be 12"x18" elliptical RCP.

5. In reference to Matthews drawings Sheet #34, please confirm the pipe between S#5 and S#6 is ERCP 14x23?

The pipe between S-5 and S-6 should be 14"x23" elliptical RCP.

6. We received soil borings for the North South end of the project. Do you have any for the East and West?

Geotechnical information for the East-West portion of the project is not available.

THE BID DUE DATE REMAINS AS: Wednesday, November 18, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

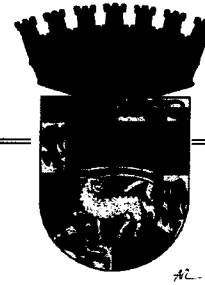
Sharon L. Haluska
Contract Administrator
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #3

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

October 29, 2015

ADDENDUM #4

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

Addendum #4 is being issued to advise all prospective bidders that the current bid due date of November 18, 2015 is being extended to Wednesday, December 16, 2015 at 2:00 p.m.

The deadline for all questions is also being extended from 4:30 p.m., Tuesday, November 3, 2015 per Addendum 2 to 4:30 p.m., Monday, November 30, 2015.

This extension is due to a forthcoming change to add utility work for the City of St. Augustine to the scope of work. Further details in the form of the plans and specifications for the additional work will be issued in a future addendum.

THE BID DUE IS CHANGED TO: Wednesday, December 16, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #4

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084



PHONE: (904) 209-0150
FAX: (904) 209-0151

December 4, 2015

ADDENDUM #5

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

SCOPE ADDITION:

The following **scope of utility work** to be performed for the City of St. Augustine is being added to Bid No 15-81 – Woodlawn Road Improvements:

“The selected contractor shall furnish, unless otherwise noted, labor, equipment and materials to complete the rerouting of water, and sewer forcemain infrastructure within portions of Woodlawn Road to place the lines outside of future pavement. The utility work will be performed in coordination with the St Johns County Woodlawn Road Improvements (SJC Bid No. 15-81). The work to be performed is detailed in the Construction Plans for Woodlawn Rd Ph1 Utility Rehabilitation prepared by Matthews Design Group, Inc.

All materials, methods of construction, and standards must be in accordance with the City of St. Augustine's approved material manual, specs, and details at:
http://www.staugustinegovernment.com/the-city/documents/_PubWrks/documents/COSAUtilManMar2014webB_000.pdf

Qualifications: The prime or subcontractor performing the City portion of the work shall hold a current State of Florida Certified General Contractor or Underground Utility Contractor license at the time the bid is submitted.

The successful bidder shall be required to contract separately with the City of St. Augustine for the scope of work proposed under Base Bid “B”. All work shall comply with the City's General Contract Conditions, Construction Services Agreement and Bond Requirements as contained in the attachments issued as part of this addendum.

Consideration for Award of Base Bid “B” - City of St. Augustine Utility Rehabilitation

The City of St. Augustine shall have the right to reject a Bid which is in any way incomplete or irregular. A Bid is irregular and may be rejected by the City if it shows omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are unbalanced, or if the cost is in excess of or below the reasonable cost analysis values.

CHANGES:

The current **Bid Due Date** of 2:00 P.M. December 16, 2105 is being extended to Wednesday, January 13, 2016 at 2:00 p.m.

The **deadline for all questions** is being extended from 4:30 p.m., Monday, November 30, 2015 per Addendum 4 to 4:30 p.m., Friday, December 11, 2015.

Bidders shall submit **four (4) sets of Bid Proposals (one (1) original and three (3) copies)** on the forms provided in the St Johns County Front End Documents. All blanks on the Bid Form shall be typed or manually entered in ink.

The intent of the Owner to award a contract to the lowest responsive, responsible Bidder 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. The basis of award for this bid shall be the lowest responsive, responsive Total Bid Proposal Price (Base Bid "A" + Base Bid "B"). It is intended that a contract will be awarded to the successful bidder by St. Johns County for the Base Bid "A" amount a contract will be awarded separately by the City of St. Augustine for the work specified for the bid amount shown as Base Bid "B".

NOTE: The Official County Bid Form has been revised to include Base Bid "B" and is being issued as a part of this addendum.

THE BID DUE IS CHANGED TO: Wednesday, January 13, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

Attachments:

1. Project Plans (City of St. Augustine)
2. Technical Specifications (City of St. Augustine)
3. Attachment #1 Standards & Specifications Design Manual & Details (City of St Augustine)
4. General Contract Conditions (City of St. Augustine)
5. Construction Services Agreement (City of St. Augustine)
6. Performance and Payment Bond – Sample for Reference Only (City of St. Augustine)
7. Official County Bid Form Revised 11/25/15

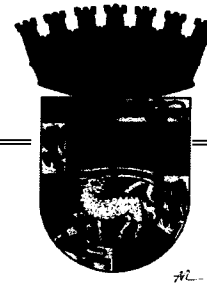
END OF ADDENDUM #5

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151



December 30, 2015

ADDENDUM #6

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

This Addendum #6 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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

CHANGES:

The Official County Bid Form Revised 11/25/15 issued with Addendum #5 is hereby corrected as follows:

"Time of Substantial Completion is to be 150 consecutive calendar days from receipt of Notice to Proceed from Owner" **is changed to** "Time of Substantial Completion is to be 210 consecutive calendar days from receipt of Notice to Proceed from Owner".

THE BID DUE DATE REMAINS: Wednesday, January 13, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #6

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Besch and Smith Civil Group Inc. as Principal, and Merchants Bonding Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of 5% of Total Bid Amount Dollars (\$) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated 13th day of January, 2016.

For
Woodlawn Road Improvements
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 13th day of January A.D., 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

BID NO.: 15-81

WITNESSES:

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

WITNESSES:

Eddie Smith
Sam Howard
Phil Washell

PRINCIPAL:

Besch and Smith Civil Group Inc.
NAME OF FIRM:

Neale Besch
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President
TITLE

345 Cumberland Industrial Ct.
BUSINESS ADDRESS

St. Augustine, FL 32095-8953
CITY STATE

WITNESS:

Kimbra Shell

SURETY:

Merchants Bonding Company
CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL)

Robert T. Theus, Attorney-in-Fact and Licensed
Florida Resident Agent

P.O. Box 14998
BUSINESS ADDRESS

Des Moines, IA 50306
CITY STATE

Cecil W. Powell & Company
NAME OF LOCAL INSURANCE AGENCY

END OF SECTION

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan; Walter N Myers

of Jacksonville and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

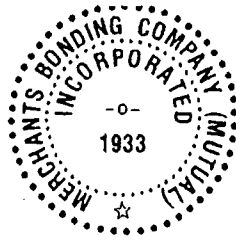
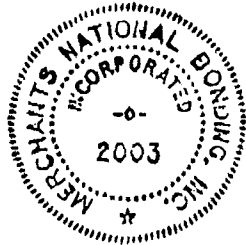
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of March, 2015.



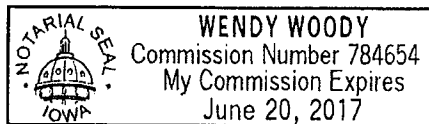
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 25th day of March, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



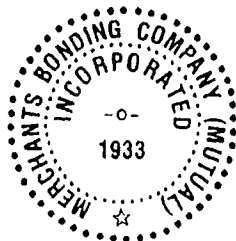
Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2016.



William Warner Jr.
Secretary

BID BOND FORM

**CITY OF ST. AUGUSTINE
STATE OF FLORIDA**

KNOW ALL MEN BY THESE PRESENTS that Besch and Smith Civil Group, Inc., whose address is: 345 Cumberland Industrial Court, St. Augustine, FL 32095, ("Principal"), and Merchants Bonding Company, whose address is P.O. Box 14998, Des Moines, IA 50306 (Surety"), are held and firmly bound unto the City of St. Augustine, whose mailing address is P. O. Box 210, St. Augustine, Florida 32084-0210 ("the City"), in the Penal Sum of 5% of Total Amount Bid dollars (\$ 5%) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted the accompanying bid for Bid *number, project name*, which is scheduled to be opened on *month/day/year*. 01/13/2016. Bid No. 15-81; Woodlawn Road Improvements

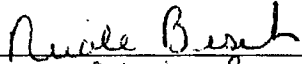
NOW, THEREFORE, if Principal shall not withdraw this bid within 60 days after date of bid opening and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the City, in accordance with the bid as accepted, and shall give such bond or bonds as may be specified in the contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of the contract and give such bonds within the time specified; and, if Principal shall pay the City the difference between the amount specified in bid and the amount for which the City may procure the required work supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to retain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way diminished, impaired, or affected by any extension of the time within which the City may accept such Bid, and said Surety does hereby waive notice of any such extension.

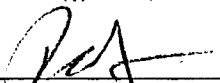
IN WITNESS WHEREOF, the parties have executed this statement under their several seals this 13th day of January, 2016, the name and corporate seal of each corporate party being affixed below and this statement being signed by his representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL
Besch and Smith Civil Group, Inc.
(Official Title)

By: 
Nicole Besch
(typed name) (SEAL)

SURETY
Merchants Bonding Company
(Official Title)

By: 
Robert T. Theus, Attorney-in-Fact and Licensed Florida
(typed name) Resident Agcnt (SEAL)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of bid bond on behalf of Surety.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan; Walter N Myers

of Jacksonville and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

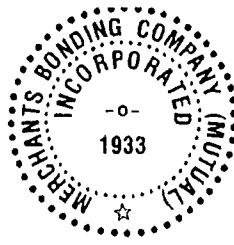
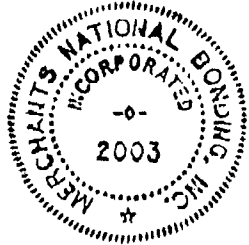
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of March, 2015.



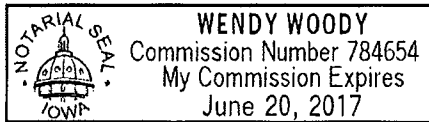
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 25th day of March, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



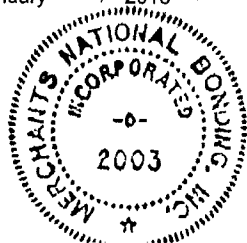
Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of January, 2016.



William Warner Jr.
Secretary

BID NO.: 15-81

OFFICIAL COUNTY BID FORM – REVISED 11/25/15
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL

PROJECT: WOODLAWN ROAD IMPROVEMENTS

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

DATE SUBMITTED: January 13, 2016

BID PROPOSAL OF

Besch and Smith Civil Group, Inc.
FULL LEGAL COMPANY NAME

345 Cumberland Industrial Ct., St. Augustine, FL 32095 (904) 260-6393
Address Telephone No.

Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for Woodlawn Road Improvements, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

BASE BID "A":

FOR: Construction of Woodlawn Road Improvements (St. Johns County Roadway) as per plans and specifications.

\$ 2,441,773.21
Total Lump Sum Price (Numerical)

Two million four hundred forty one thousand seven hundred seventy three dollars
and twenty one cents _____/100 Dollars

(Amount written or typed in words)

BASE BID "B":

FOR: Construction of Woodlawn Road Improvements (City of St Augustine Utility Rehabilitation) as per plans and specifications.

\$ 151,131.48
Total Lump Sum Price (Numerical)

One hundred fifty one thousand one hundred thirty one dollars and forty eight cents /100 Dollars
(Amount written or typed in words)

TOTAL LUMP SUM PROPOSAL

BASE BID "A" + BASE BID "B"

\$ 2,592,904.69

Total Lump Sum Price (Numerical)

Two million five hundred ninety two thousand nine hundred and four dollars and
sixty nine cents

/100 Dollars

(Amount written or typed in words)

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid.

Time of Substantial Completion to be 150 consecutive calendar days from receipt of Notice to Proceed from Owner.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

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

No.: 1 Date Received: 9-30-15 No.: 4 Date Rec 10-29-15
No.: 2 Date Received: 10-6-15 No.: 5 Date Rec 12-4-15
No.: 3 Date Received: 10-13-15 No.: 6 Date Rec 12-30-15

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within one-hundred fifty (150) consecutive calendar within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Besch and Smith Civil Group, Inc. (Seal)

By: Nicole Besch / Nicole Besch President
(Name & Title typed or printed)

By: Eddie Smith / Eddie Smith Vice President
(Name & Title typed or printed)

Address: 345 Cumberland Industrial Ct., St. Augustine, FL 32095

Telephone No.: (904) 260-6393

Fax No.: (904) 338-0226

Email Address for Authorized Company Representative: nicky@beschandsmith.com

Federal I.D. Tax Number: 45-3168567 DUNS #: 011513965

INDIVIDUAL

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

Address: NOT Applicable

Telephone No.: () _____

Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - Certificate of Compliance with Florida Trench Safety Act
 - "E" - License/Certification List
- Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E" and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.



City of St. Augustine

PUBLIC WORKS DEPARTMENT

BID SUMMARY

COST SCHEDULE					
Item #	Bid Item	Quantity	Unit	Unit Price	Total Price
Water					
1	10" PVC DR18 WM	977	LF	\$ 58.68	\$ 57,330.36
2	12" PVC DR18 WM	25	LF	\$ 212.55	\$ 5,313.75
3	10" Gate Valve Assembly w/ Box & Cover	2	LF	\$ 3,797.06	\$ 7,594.12
4	6" Gate Valve Assembly w/ Box & Cover	1	EA	\$ 969.06	\$ 969.06
5	6" Plug Valve w/ Box & Cover	1	EA	\$ 1,085.91	\$ 1,085.91
6	10"x10" DI MJT Tee	1	EA	\$ 597.61	\$ 597.61
7	10"x6" DI MJT Tee	1	EA	\$ 553.31	\$ 553.31
8	12"x6" Tapping Sleeve	1	EA	\$ 5,973.11	\$ 5,973.11
9	12" DI MJT 45° Bend	4	EA	\$ 511.28	\$ 2,045.12
10	10" DI MJT 90° Bend	2	EA	\$ 448.29	\$ 896.58
11	10" DI MJT 45° Bend	20	EA	\$ 489.23	\$ 9,784.60
12	10" DI MJT 22.5° Bend	2	EA	\$ 406.38	\$ 812.76
13	10" DI MJT 11.25° Bend	1	EA	\$ 405.07	\$ 405.07
14	Remove Section 10" PVC WM	850	LF	\$ 18.58	\$ 15,793.00
15	Remove Section 6" PVC WM	30	LF	\$ 103.10	\$ 3,093.00
16	Temporary Sample Tap	2	EA	\$ 461.24	\$ 922.48
Sanitary					
17	Remove Section 8" HDPE FM	1805	LF	\$ 17.13	\$ 30,919.65
18	Remove Section 6" PVC FM	80	LF	\$ 23.88	\$ 1,910.40
19	As-Built Drawings	1	LS	\$ 5,131.59	\$ 5,131.59
				Total	\$ 151,131.48

Bid No.: 15-81

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Nicole Besch who being duly sworn, deposes and says he is Owner (Title) of the firm of Besch and Smith Civil Group, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 15-81, for Woodlawn Road Improvements, in St. Johns County, Florida.

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

Besch and Smith Civil
(Bidder) Group, Inc.

By: Nicole Besch
President
(Title)

Sworn and subscribed to me this 13 day
of JANUARY; 2016.

Notary Public:
Thomas A Howard

Signature
Thomas A Howard
Printed

THOMAS A. HOWARD
Notary Public, State of Florida
My Comm. Expires Jan. 07, 2020
Commission No. PF830715

My commission Expires: 1/7/20

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

Bid No.: 15-81

ATTACHMENT "D"

CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

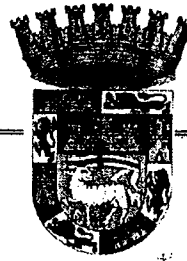
Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: Nicole Besch

Besch and Smith Civil Group Inc.
Bidder 1-13-16
Date

Nicole Besch
Authorized Signature

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

September 30, 2015

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

The following questions were received during the pre-bid conference:

1. What is the Engineer's estimate for this project?

The Engineer's estimate for the project is \$2.8 million.

2. What are the allowable work hours? Will nighttime work hours be allowed?

Typical daytime work hours should be anticipated. Due to the proximity to residential developments, nighttime work hours will be limited and may be allowed on a specific case basis.

3. What are the time constraints for single lane closures?

Lane closures will be limited to off-peak traffic hours, 9 a.m. to 4 p.m.

4. Is there a geotechnical report for the project?

A copy of the geotech report will be emailed as an attachment with this addendum.

5. The Elton Alan plans show a pavement section using black base and the Matthews Design plans show limerock base. Can one pavement section be used for all of the road improvements?

The pavement sections are specific to the location of the improvement. The project should be bid with the pavement sections as specified.

6. Can you indicate the limits of black base versus limerock base?

The black base is used only on the Elton Alan curve realignment plans. Limerock base is specified for the rest of the roadway.

7. The specifications conflict on burning of debris. Please clarify?

Specification Section 02150, 3.1 should read, "Burning of clearing and grubbing debris generated on this project may be burned offsite as allowed by the St Johns County Fire Marshall." The intent of the specification is that no burning will be allowed within the project area and that debris may be hauled and burned offsite at location permitted by the Fire Marshall.

8. Are there areas to stage material and equipment onsite?

The right-of-way for the project is large enough to allow for staging within the project area. Contractors are cautioned that the project is near residential areas, and appropriate measures should be taken to safe up equipment and materials.

THE BID DUE DATE REMAINS AS: Wednesday, October 21, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Nicole Beach 1-13-16

Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Nicole Beach / President

Printed Name and Title

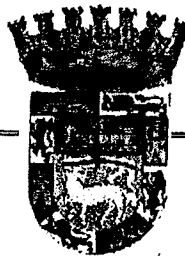
Besch and Smith Civil Group Inc.

Company Name (Print)

Attachments: Geotechnical Report

END OF ADDENDUM #1

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

October 6, 2015

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

Addendum #2 is being issued to advise all prospective bidders that the current bid due date of October 21, 2015 is being extended to Wednesday, November 18, 2015 at 2:00 p.m. The deadline for all questions is also being extended from 4:30 p.m., Wednesday, October 7, 2015 to 4:30 p.m., Tuesday, November 3, 2015.

This extension is due to a forthcoming change to add utility work for the City of St. Augustine to the scope of work. Further details in the form of the plans and specifications for the additional work will be issued in a future addendum.

THE BID DUE IS CHANGED TO: Wednesday, November 18, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Nicole Besch 1-13-16
Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Nicole Besch / President
Printed Name and Title

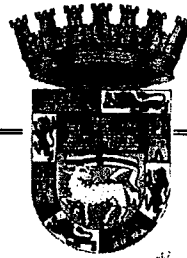
Besch and Smith Civil Group Inc.
Company Name (Print)

END OF ADDENDUM #2

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084



PHONE: (904) 209-0150
FAX: (904) 209-0151

October 13, 2015

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

The following questions were received from potential bidders during the open time for project questions:

1. It looks like there is to be clearing beyond the construction limits, please clarify:

The clearing limits shown on the plans should be the only areas required to be cleared. The callout arrows on Sheet 20 calling for removal of vegetation outside of the construction limits should be ignored.

2. The project specifications call for job to be built in 150 calendar days. Can the county relook at this time frame? It appears to be a tight time frame to finish both projects within the 150 day time frame?

After review of the scope and the time for completion, the time for Substantial Completion has been extended to 210 days. Time for final completion will remain as 60 days from Substantial Completion. An updated Bid Proposal Form is attached with this addendum.

3. In reference to Matthews Drawings Sheet #35, can a top elevation be provided for structure #20A?

The top elevation for structure S-20A should be 36.0.

4. In reference to Matthews drawing Sheet #33, please confirm that pipe between S#23 and S#24 is ERCP 19x30?

The pipe between S-23 and S-24 should be 12"x18" elliptical RCP.

5. In reference to Matthews drawings Sheet #34, please confirm the pipe between S#5 and S#6 is ERCP 14x23?

The pipe between S-5 and S-6 should be 14"x23" elliptical RCP.

6. We received soil borings for the North South end of the project. Do you have any for the East and West?

Geotechnical information for the East-West portion of the project is not available.

THE BID DUE DATE REMAINS AS: Wednesday, November 18, 2015 at 2:00 P.M.

Acknowledgment

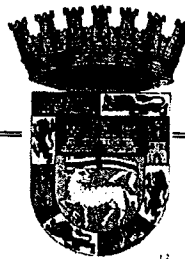
Sincerely,

Nicole Besch 1-13-16
Signature and Date
Nicole Besch / President
Printed Name and Title
Besch and Smith Civil Group Inc.
Company Name (Print)

Sharon L. Haluska
Contract Administrator
Purchasing Department

END OF ADDENDUM #3

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

October 29, 2015

ADDENDUM #4

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/ Changes/ Clarifications:

Addendum #4 is being issued to advise all prospective bidders that the current bid due date of November 18, 2015 is being extended to Wednesday, December 16, 2015 at 2:00 p.m.

The deadline for all questions is also being extended from 4:30 p.m., Tuesday, November 3, 2015 per Addendum 2 to 4:30 p.m., Monday, November 30, 2015.

This extension is due to a forthcoming change to add utility work for the City of St. Augustine to the scope of work. Further details in the form of the plans and specifications for the additional work will be issued in a future addendum.

THE BID DUE IS CHANGED TO: Wednesday, December 16, 2015 at 2:00 P.M.

Acknowledgment

Sincerely,

Nicole Besch 11-3-16
Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Nicole Besch
Printed Name and Title

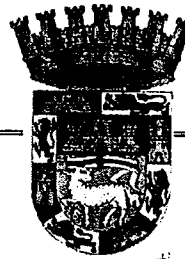
Besch and Smith Civil Group Inc.
Company Name (Print)

END OF ADDENDUM #4

St. Johns County Board of County Commissioners

PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084



PHONE: (904) 209-0150
FAX: (904) 209-0151

December 4, 2015

ADDENDUM #5

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

SCOPE ADDITION:

The following **scope of utility work** to be performed for the City of St. Augustine is being added to Bid No 15-81 – Woodlawn Road Improvements:

"The selected contractor shall furnish, unless otherwise noted, labor, equipment and materials to complete the rerouting of water, and sewer forcemain infrastructure within portions of Woodlawn Road to place the lines outside of future pavement. The utility work will be performed in coordination with the St Johns County Woodlawn Road Improvements (SJC Bid No. 15-81). The work to be performed is detailed in the Construction Plans for Woodlawn Rd Ph1 Utility Rehabilitation prepared by Matthews Design Group, Inc.

All materials, methods of construction, and standards must be in accordance with the City of St. Augustine's approved material manual, specs, and details at:

http://www.staugustinegovernment.com/the-city/documents/PubWrks/documents/COSAUtilManMar2014webB_000.pdf

Qualifications: The prime or subcontractor performing the City portion of the work shall hold a current State of Florida Certified General Contractor or Underground Utility Contractor license at the time the bid is submitted.

The successful bidder shall be required to contract separately with the City of St. Augustine for the scope of work proposed under Base Bid "B". All work shall comply with the City's General Contract Conditions, Construction Services Agreement and Bond Requirements as contained in the attachments issued as part of this addendum.

Consideration for Award of Base Bid "B" - City of St. Augustine Utility Rehabilitation

The City of St. Augustine shall have the right to reject a Bid which is in any way incomplete or irregular. A Bid is irregular and may be rejected by the City if it shows omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are unbalanced, or if the cost is in excess of or below the reasonable cost analysis values.

CHANGES:

The current **Bid Due Date** of 2:00 P.M. December 16, 2105 is being extended to Wednesday, January 13, 2016 at 2:00 p.m.

The **deadline for all questions** is being extended from 4:30 p.m., Monday, November 30, 2015 per Addendum 4 to 4:30 p.m., Friday, December 11, 2015.

Bidders shall submit **four (4) sets of Bid Proposals (one (1) original and three (3) copies)** on the forms provided in the St Johns County Front End Documents. All blanks on the Bid Form shall be typed or manually entered in ink.

The intent of the Owner to award a contract to the lowest responsive, responsible Bidder 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. The basis of award for this bid shall be the lowest responsive, responsive Total Bid Proposal Price (Base Bid "A" + Base Bid "B"). It is intended that a contract will be awarded to the successful bidder by St. Johns County for the Base Bid "A" amount a contract will be awarded separately by the City of St. Augustine for the work specified for the bid amount shown as Base Bid "B".

NOTE: The Official County Bid Form has been revised to include Base Bid "B" and is being issued as a part of this addendum.

THE BID DUE IS CHANGED TO: Wednesday, January 13, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Nicole Besch 1-13-16
Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Nicole Besch / President
Printed Name and Title

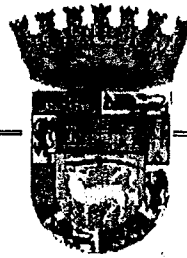
Besch and Smith Civil Group Inc.
Company Name (Print)

Attachments:

1. Project Plans (City of St. Augustine)
2. Technical Specifications (City of St. Augustine)
3. Attachment #1 Standards & Specifications Design Manual & Details (City of St Augustine)
4. General Contract Conditions (City of St. Augustine)
5. Construction Services Agreement (City of St. Augustine)
6. Performance and Payment Bond – Sample for Reference Only (City of St. Augustine)
7. Official County Bid Form Revised 11/25/15

END OF ADDENDUM #5

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

500 SAN SEBASTIAN VIEW
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

December 30, 2015

ADDENDUM #6

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 15-81 – Woodlawn Road Improvements

This Addendum #6 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. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

CHANGES:

The Official County Bid Form Revised 11/25/15 issued with Addendum #5 is hereby corrected as follows:

"Time of Substantial Completion is to be 150 consecutive calendar days from receipt of Notice to Proceed from Owner" is **changed to** "Time of Substantial Completion is to be 210 consecutive calendar days from receipt of Notice to Proceed from Owner".

THE BID DUE DATE REMAINS: Wednesday, January 13, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

Nicole Besch 1-13-16
Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Nicole Besch / President
Printed Name and Title

Besch and Smith Civil Group Inc.
Company Name (Print)

END OF ADDENDUM #6



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BESCH, NICOLE ELAINE
BESCH AND SMITH CIVIL GROUP INC
345 CUMBERLAND INDUSTRIAL CT
SAINT AUGUSTINE FL 32095

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC1224085 ISSUED: 06/24/2014

CERT UNDERGROUND & EXCAV CNTR
BESCH, NICOLE ELAINE
BESCH AND SMITH CIVIL GROUP INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1406240001496

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC1224085	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



BESCH, NICOLE ELAINE
BESCH AND SMITH CIVIL GROUP INC
345 CUMBERLAND INDUSTRIAL CT
SAINT AUGUSTINE FL 32095





Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 21, 2015

HUBBARD CONSTRUCTION COMPANY
1936 LEE RD
WINTER PARK FL 32789

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2016. However, the new application is due 4/30/2016.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

BASCULE BRIDGE REHABILITATION, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

WETLAND MITIGATION AND UNDERGROUND UTILITIES.

HUBBARD CONSTRUCTION COMPANY

May 21, 2015

Page

two

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: BRIDGE DECK OVERLAYS, BRIDGE PAINTING, FENCING, GUARDRAIL, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE - CABLE STAYED CONSTRUCTION, R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, R&R MAJOR BRIDGE - MULTI-LEVEL ROADWAY, R&R MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, R&R MAJOR BRIDGE- CURVED STEEL GIRDERS, R&R MINOR BRIDGES.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager
Contracts Administration Office

JM:cj

Listing of Prequalified Contractors

Contractor with Name HUBBARD CONSTRUCTION COMPANY
 1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
HUBBARD CONSTRUCTION COMPANY F590594298007 EXPIRES: 6/30/2016	1936 LEE ROAD WINTER PARK, FL 32789 (407)645-5500	1936 LEE ROAD WINTER PARK, FL 32789 (407)645-5500

WORK CLASSES

- | | |
|--|---|
| BASCULE BRIDGE REHABILITATION | DRAINAGE |
| FLEXIBLE PAVING | GRADING |
| GRASSING, SEEDING AND SODDING | HOT PLANT-MIXED BITUM. COURSES |
| INTERMEDIATE BRIDGES | MAJOR BRIDGE - BASCULE SPANS |
| MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE | MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE |
| MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION | MAJOR BRIDGE - CURVED STEEL GIRDERS |
| MAJOR BRIDGE - MULTI-LEVEL ROADWAYS | MINOR BRIDGES |
| PAVEMENT MARKING | PORTLAND CEMENT CONCRETE ROADWAY PAVING |
| ROADWAY SIGNING | |
| * WETLAND MITIGATION AND UNDERGROUND UTILITIES. | |



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

October 15, 2015

TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC.
5514 CARMACK RD
TAMPA FL 33610

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 12/30/2016. However, the new application is due 10/31/2016.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, DEBRIS REMOVAL (EMERGENCY), ELECTRICAL WORK, GUARDRAIL, PAVEMENT MARKING, ROADWAY SIGNING, TRAFFIC SIGNAL, HANDRAIL, CONCRETE WORK, ATTENUATORS.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Alan D Autry

Digitally signed by Alan D Autry
DN: cn=Alan D Autry, o=FLORIDA DEPARTMENT OF
TRANSPORTATION, cn=Alan D Autry,
0.9.2342.19200300.100.1.1-A01097C0000014D
E2B7391800004776
Date: 2015.10.15 13:38:04 -04'00'

Alan Autry, Manager
Contracts Administration Office

AA:cj

Listing of Prequalified Contractors

Contractor with Name TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC.
 1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
TRAFFIC CONTROL PRODUCTS OF FLORIDA, INC. F592582822004 EXPIRES: 12/30/2016	5514 CARMACK ROAD TAMPA, FL 33610 (813)621-8484	5514 CARMACK ROAD TAMPA, FL 33610 (813)621-8484

WORK CLASSES

- | | |
|---|----------------------------|
| COMPUTERIZED TRAFFIC CONTROL | DEBRIS REMOVAL (EMERGENCY) |
| ELECTRICAL WORK | GUARDRAIL |
| PAVEMENT MARKING | ROADWAY SIGNING |
| TRAFFIC SIGNAL | |
| * HANDRAIL, CONCRETE WORK, ATTENUATORS. | |



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

April 29, 2015

BESCH AND SMITH CIVIL GROUP INC
345 CUMBERLAND INDUSTRIAL CT.
ST. AUGUSTINE FL 32095

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2016. However, the new application is due 4/30/2016.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

UNDERGROUND UTILITIES (WATER & SEWER)

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: FLEXIBLE PAVING, GUARDRAIL, PAVEMENT MARKING.

Listing of Prequalified Contractors

Contractor with Name BESCH AND SMITH CIVIL GROUP INC
 1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
BESCH AND SMITH CIVIL GROUP INC F453168567002 EXPIRES: 6/30/2016	345 CUMBERLAND INDUSTRIAL CT. ST. AUGUSTINE, FL 32095 (904)260-6393	345 CUMBERLAND INDUSTRIAL CT. ST. AUGUSTINE, FL 32095 (904)260-6393

WORK CLASSES

- DRAINAGE
- GRASSING, SEEDING AND SODDING
- * UNDERGROUND UTILITIES (WATER & SEWER)
- GRADING