

RESOLUTION NO. 2018 - 76

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-31 AND TO EXECUTE AN AGREEMENT FOR BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION

RECITALS

WHEREAS, the County desires to enter into a contract with Petticoat-Schmitt Civil Contractors, Inc. to complete the Bannon Lakes Ground Storage Tank and Booster Pump Station; and

WHEREAS, The Contractor shall provide all labor, materials, tools, equipment and incidentals required to construct the new reuse booster pump station. The scope of work includes, but is not limited to, process equipment, building, piping, and appurtenances, site work, paving, grading, testing allowances, and permitting per all applicable St. Johns County Utility Department (SJCUD) standards and as provided in the bid documents; and

WHEREAS, through the County's formal Bid process, Petticoat-Schmitt Civil Contractors, Inc. was the lowest, responsive, responsible bidder 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 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 18-31 to Petticoat-Schmitt Civil Contractors, Inc. and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement 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 18-31.

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.

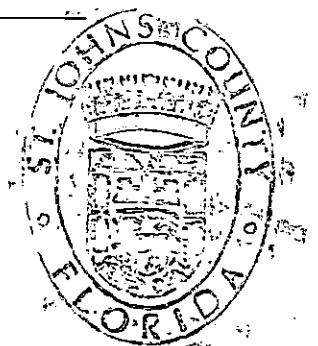
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of March, 2018.

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

By: Paul M. Waldron
Chair

ATTEST: Hunter S. Conrad, Clerk
By: Sam Belterman
Deputy Clerk

RENDITION DATE 3/8/18





St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

February 6, 2018

RE: Bid No: 18-31 – Bannon Lakes Ground Storage Tank and Booster Pump Station


Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Petticoat-Schmitt Civil Contractors, Inc. as the lowest responsive, responsible bidder for Bid No: 18-31 – Bannon Lakes Ground Storage Tank and Booster Pump Station. This notice will remain posted St. Johns County Purchasing Department bulletin board until 4:30 PM, Thursday, February 9, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

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

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 2/6/18

Leigh A. Daniels, CPPB,
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between St. Johns County, Florida ("Owner") and **Petticoat-Schmitt Civil Contractors, Inc.** ("Contractor"), with offices located at: 6380 Philips Hwy, Jacksonville, FL 32216, Phone: (904) 751-0888, Fax: (904) 751-0988, and E-mail: Latwell@petticoatschmitt.com , under seal for Construction of **BID NO: 18-31, Bannon Lakes Ground Storage Tank and Booster Pump Station**, hereinafter referred to as the "Project". Owner and Contractor hereby agree as follows:

Article 1. WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- A. The construction of the Bannon Lakes Ground Storage Tank and Booster Pump Station project requires contractor to furnish all labor, materials, tools, equipment and incidentals required to construct the new reuse booster pump station. The scope of work includes, but is not limited to, process equipment, building, piping, and appurtenances, site work, paving, grading, testing allowances, and permitting per all applicable St. Johns County Utility Department (SJCUD) standards and as provided in the Contract documents.

Article 2. PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
- A. Bid No. 18-31; Bannon Lakes Ground Storage Tank and Booster Pump Station, St. Johns County, Florida

Article 3. ENGINEER

- 3.01 The Project has been designed by Mott MacDonald Florida LLC, 10245 Centurion Parkway, Suite 320, Jacksonville, Florida, 32256.
- 3.02 The Owner has retained Mott MacDonald Florida LLC, 10245 Centurion Parkway, Suite 320, Jacksonville, Florida, 32256 ("Engineer") to act as Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the

essence of the Contract.

4.02 Contract Times: Days.

- A. The Work will be substantially completed within Two hundred and seventy (270) consecutive days after the date when the Contract Times commence and will run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within Thirty (30) days after Substantial Completion.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,584.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02:A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,584.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of:

One Million Six Hundred Sixty Nine Thousand dollars (\$1,669,000.00).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

5.02 For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					N/A

5.03 Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)

One Million Six Hundred Sixty Nine Thousand dollars (\$1,669,000.00).

5.04 For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that

such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. Ninety (90%) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Fifty (50%) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to One Hundred (100%) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Two Hundred (200%) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

Article 7. INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of Zero (0.00) percent per annum

Article 8. CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance

of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 9. CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Public construction bond (pages 1 to 2, inclusive).

3. General Conditions (pages 1 to 65, inclusive).
4. Supplementary Conditions (pages 1 to 12, inclusive).
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings (not attached but incorporated by reference) consisting of 49 sheets with each sheet bearing the following general title: Bannon Lakes Ground Storage Tank and Booster Pump Station, St. Johns County, Florida
7. Addenda (numbers 1 to 3, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 30, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective _____ (which is the Effective Date of the Contract).

OWNER:

St. Johns County, FL

By: _____
Signature of Authorized Representative

Jaime T. Locklear, MPA, CPPB, FCCM
Print Name

Assistant Purchasing Manager
Title

Date of Execution:

ATTEST:

**St. Johns County, FL
Clerk of Courts**

By: _____

Title: _____

Legally Sufficient:

Deputy County Attorney

Date of Execution:

Mailing Address for giving notices:

500 San Sebastian View
St. Augustine, FL 32084

CONTRACTOR:

Petticoat –Schmitt Civil Contractors, Inc.

(Typed Name)

By: _____
Signature of Authorized Representative

Print Name

Title

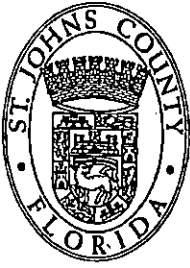
Date of Execution:

Attest: _____

Title: _____

Mailing Address for giving notices:

License No.: _____



**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: Scott Trigg, P.E., Chief Engineer – Capital Projects
FROM: Leigh Daniels, CPPB, Procurement Supervisor
SUBJECT: Department Approval for Bid No. 18-31, Bannon Lakes Ground Storage Tank and
Booster Pump Station
DATE: January 31, 2018

Attached is a copy of the technical proposal review summary 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 Scott Trigg

Date 1/31/18

Budget Amount \$1,700,000

Account Funding Title 2017 Bannon Lakes Reuse GST

Funding Charge Code 4484-56302-6500-56302

Award to Petticott Schmitt Civil Contractors, Inc.

Award Amount \$1,669,000

ST JOHNS COUNTY

FEB 06 '18

PURCHASING

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

BANNON LAKES GROUND STORAGE TANK AND
BOOSTER PUMP STATION

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

DECISION WITH RESPECT TO THE AWARD OF ANY BID,

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.


OPENED BY

TABULATED BY

VERIFIED BY

LEIGH DANIELS

BRYAN MATUS



BID NUMBER

18-31

OPENING DATE/TIME

January 31, 2018 2:00 PM

POSTING DATE/TIME

FROM
01/31/18
4:30 PM

UNTIL
02/05/18
4:30 PM

PAGE(S) 1 of 1

BIDDERS	TOTAL BID PRICE	TESTING ALLOWANCE	TOTAL LUMP SUM BID PRICE	BID BOND	ADDENDUMS #1, #2 & #3	ATTENDED MANDATORY PRE-BID MEETING	
SAWCROSS INC	\$1,829,000.00	\$10,000.00	\$1,839,000.00	YES	YES	YES	
PETTICOAT SCHMITT CIVIL CONTRACTORS INC	\$1,659,000.00	\$10,000.00	\$1,669,000.00	YES	YES	YES	

BID AWARD DATE - _____

NO: 18-31

COPY

SECTION 00300
REVISED OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP
STATION

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

DATE SUBMITTED: 01/31/2018

BID PROPOSAL OF

Petticoat-Schmitt Civil Contractors, Inc.

Full Legal Company Name

6380 Philips Hwy., Jacksonville, FL 32216

(904)751-0888

(904)751-0988

Mailing Address
Number

Telephone Number

Fax

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-31, BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

BASE BID

FOR: BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION as per plans and specifications.

TOTAL BID PRICE: \$ 1,659,000.00
Total Bid Price (Numerical)

One million, six hundred fifty-nine thousand /100
Dollars

Total Bid Price (Amount written or typed in words)

TESTING ALLOWANCE:

\$ 10,000
Total Unit Price (Numerical)

Ten Thousand Dollars-----/100 Dollars
(Amount written or typed in words)

TOTAL LUMP SUM BID PRICE: Base Bid + Testing Allowance
(As per plans and specifications)

\$ 1,669,000.00
Total Lump Sum Bid Price (Numerical)

one million, six hundred sixty-nine thousand /100
Dollars
Total Lump Sum Bid Price (Amount written or typed in words)

Bidder shall insert the Total Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

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

No.: 1 Date Received: 01/05/2018

No.: 2 Date Received: 01/24/2018

No.: 3 Date Received: 01/24/2018

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total 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 ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Petticoat Schmitt Civil Contractors, Inc. (Seal)

By: [Signature] Ryan M. Schmitt, President
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] Lauren Atwell, Vice President
Signature of Authorized Representative (Name & Title typed or printed)

Address: 6380 Philips Hwy., Jacksonville, FL 32216

Telephone No.: (904)751-0888 Fax No.: (904)751-0988

Email Address for Authorized Company Representative: Latwell@petticoatschmitt.com

Federal I.D. Tax Number: 26-1293750 DUNS #: 80-997-3196
(If applicable)

INDIVIDUAL

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

Address: _____

Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License/Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Certificate of Compliance with Florida Trench Safety Act
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Contractor's Qualifications Form
 - Attachment "I" – List of Proposed Major Material/Equipment Suppliers
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

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

BID NO.: 18-31

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 Ryan M. Schmitt who being duly sworn, deposes and says he is President (Title) of the firm of Petticoat-Schmitt Civil Contractors, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-31; Bannon Lakes Ground Storage Tank and Booster Pump Station, in St. Johns County, Florida.

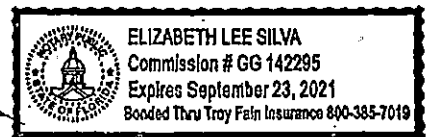
The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he,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

Petticoat-Schmitt Civil Contractors, Inc.

By: [Signature]
(Bidder)
President
(Title)

Sworn and subscribed to me this 31st day
of January, 2018.

Notary Public: [Signature]
Signature
Elizabeth Silva
Printed



My commission Expires: Sept. 23, 2021

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

BID NO.: 18-31

ATTACHMENT "E"

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project (BID) Number/Description: Bid No 18-31: Bannon Lakes Ground Storage Tank and Booster Pump Station

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

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

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

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

Please check the appropriate statement:

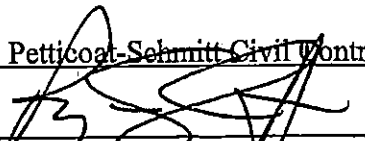
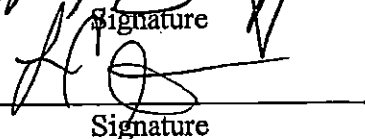
I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

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

Legal Name of Respondent:

Petticoat-Schmitt Civil Contractors, Inc.

Authorized Representative(s) :


Signature

Signature

Ryan M. Schmitt, President
Print Name/Title

Lauren Atwell, Vice President
Print Name/Title

BID NO.: 18-31

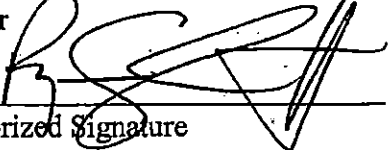
ATTACHMENT "F"

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: Ryan M. Schmitt

Petticoat-Schmitt Civil Contractors, Inc.
Bidder


Authorized Signature

01/31/2018
Date

BID NO.: 18-31

ATTACHMENT "G"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2018

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

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

PRODUCER GHG Insurance 1000 Riverside Ave Suite 500 Jacksonville FL 32204	CONTACT NAME: Edra Waller PHONE (A/C, No, Ext): 904-421-8612 E-MAIL ADDRESS: ewaller@ghgins.com	FAX (A/C, No): 904-421-8601
	INSURER(S) AFFORDING COVERAGE	
INSURED PETTI-5 Petticoat-Schmitt Civil Contractors, Inc. 6380 Philips Hwy Jacksonville FL 32216	INSURER A: Lloyds of London NAIC # 15792	
	INSURER B: Travelers Indem Co. of America 25666	
	INSURER C: Travelers Property & Casualty Co. of America 36161	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1061258988

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CO7H048539	11/12/2017	11/12/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8106H44881A	11/12/2017	11/12/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP7H048539	11/12/2017	11/12/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Pollution Liability Occurrence Coverage Form			B0621PPETT000518	1/12/2018	1/12/2019	PER CLAIM	1,000,000
							AGGREGATE	3,000,000
							PER CLAIM DEDUCTIBLE	25,000

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

Contractors Pollution Liability and Professional Liability Share Coverage Limits

Re: BID NO: 18-31 BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION

If bid is awarded, as respects to general liability and when required by written contract, St. Johns County is included as an Additional Insured - Owners, Lessees or Contractors per endorsement CG20100413 and Additional Insured - Owners, Lessees or Contractors - Completed Operations, CG20370413 and Designated Insured, CAT353 under the automobile liability.

As respects to Travelers Package Policy, 30 days Earlier Notice of Cancellation Provided By Us endorsement Included for St. Johns County except 10 days non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

St. Johns County, a political subdivision of the State of Florida

500 San Sebastian View
St. Augustine FL 32084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BID NO.: 18-31

ATTACHMENT "H"

CONTRACTOR'S QUALIFICATION FORM

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: Petticoat-Schmitt Civil Contractors, Inc.

Bidder

01/31/2018
Date

[Signature]
Authorized Signature

Contractor's Project Experience

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Contractor's Project Experience Details	
Project No. 1	
Name of Project:	Nocatee & Bartram Water Storage Expansion
Project Manager Name:	Jason Plauche
Superintendent Name:	Henry Driver
Project Description:	Construction of a new 3.5 million gallon Prestressed Concrete Tank at Nocatee North, New 2.4 million gallon Prestressed Concrete Tank at Bartram Repump Stations, New Piping, Valves, Site Work, & electrical/ instrumentation.
Owner Information	
Name:	JEA
Address:	21 West Church St., Jacksonville, FL 32202
Contact Person:	Andrew May, P.E.
Telephone Number:	(904)665-4510
Engineer/Architect Information	
Name:	J. Collins Engineering
Address:	11516-3 San Jose Blvd., Jacksonville, FL 32223
Contact Person:	
Telephone Number:	(904)262-4121
Contract Dates	
Started:	August 8, 2016

Contractor's Project Experience Details Project No. 1	
Original Contractual Completion:	January 27, 2017
Final Contractual Completion:	March 28, 2017
Actual Completion:	Nocatee- March 3, 2017; Bartram February 17, 2017
Contract Value	
Original Contract Value:	\$3,122,069.00
Final Contract Value:	\$3,094,018.00
Value of Change Orders to Date:	\$84,439.00
Value of Outstanding Claims to Date:	None
Bonding Company Information	
Name:	Western Surety Company
Address:	33 S. Wabash Ave., Chicago, IL 60604
Contact Person:	Bill Hardaker
Telephone Number:	904-421-8602
Major Subcontractor Information	
Name:	Crom, LLC
Address:	2580 SW 36th Terrace, Gainesville, FL 32607
Contact Person:	Brandon Lawhorn
Telephone Number:	352-372-3436
Name:	Cogburn Bros., Inc.
Address:	3300 Faye Rd., Jacksonville, FL 32226
Contact Person:	Chad Walker
Telephone Number:	904-358-7344
Name:	
Address:	
Contact Person:	
Telephone Number:	

Contractor's Project Experience Details Project No. 2	
Name of Project:	Halifax Plantation Water Treatment Plant
Project Manager Name:	Brad Davis
Superintendent Name:	Jeff Rocek

Contractor's Project Experience Details Project No: 2	
Project Description:	Installation of a Forced-Draft Degasifier Tower, two Degasification and two Dilution Blowers, Carbon Dioxide Storage & Feed System, a Cascade Tray Aerator on top of the existing .05 MG Ground Storage Tank and a new Primary Control Panel & SCADA System.
Owner Information	
Name:	Volusia County BOCC
Address:	123 West Indiana Ave., DeLand, FL 32720
Contact Person:	Scott Mays
Telephone Number:	386-736-5935
Engineer/Architect Information	
Name:	CDM
Address:	2301 Maitland Center Pkwy, Maitland, FL 32751
Contact Person:	David Prah
Telephone Number:	407-660-2552
Contract Dates	
Started:	January 5, 2015
Original Contractual Completion:	Substantial January 15, 2016
Final Contractual Completion:	February 29, 2016
Actual Completion:	June 23, 2016
Contract Value	
Original Contract Value:	\$1,733,295.00
Final Contract Value:	\$707,615.00
Value of Change Orders to Date:	(\$25,680.00)
Value of Outstanding Claims to Date:	None
Bonding Company Information	
Name:	Western Surety Company
Address:	101 S. Reid Street, Sioux Falls, South Dakota 57103
Contact Person:	Bill Hardaker
Telephone Number:	904-421-8602
Major Subcontractor Information	
Name:	Gilmore Electric Co., Inc.
Address:	2875 Jupiter Park Dr., Suite #1800, Jupiter, FL 33458
Contact Person:	Steve Rogers

Contractor's Project Experience Details Project No. 2	
Telephone Number:	561-744-8008
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	

Contractor's Project Experience Details Project No. 3	
Name of Project:	Waste Water Treatment Plant and Land Application System Expansion
Project Manager Name:	Paul Gilsdorf
Superintendent Name:	Lamar Foreman
Project Description:	Renovation & Expansion of existing Wastewater Treatment Plant. Construction of a new influent pump station replacing pumps in existing pump station, demolition of existing piping, valves and control, and the renovation of in-plant pump station and new control/laboratory building.
Owner Information	
Name:	City of Vienna, GA
Address:	203 W. Cotton Street, Vienna, GA 39842
Contact Person:	Mike Bowens
Telephone Number:	229-268-4744
Engineer/Architect Information	
Name:	SOWEGA Engineering
Address:	158 East Lee Street, Dawson, GA 39842
Contact Person:	Pierre Rakel
Telephone Number:	229-268-4744
Contract Dates	
Started:	June 15, 2015
Original Contractual Completion:	February 10, 2016
Final Contractual Completion:	March 11, 2016

Contractor's Project Experience Details Project No. 3	
Actual Completion:	March 25, 2016
Contract Value	
Original Contract Value:	\$3,775,000.00
Final Contract Value:	\$2,298,862.12
Value of Change Orders to Date:	(\$1,476,137.88)
Value of Outstanding Claims to Date:	None
Bonding Company Information	
Name:	Western Surety Company
Address:	101 S. Reid Street, Sioux Falls, SD 57103
Contact Person:	Bill Hardaker
Telephone Number:	904-421-8602
Major Subcontractor Information	
Name:	Cogburn Bros., Inc.
Address:	3300 Faye Rd., Jacksonville, FL 32226
Contact Person:	Chad Walker
Telephone Number:	904-358-7344
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	

Superintendent's Project Experience

The Bidder shall provide the following information regarding the Superintendent's experience within the **five (5) years** of this solicitation. Bidder must demonstrate the successful completion by the Superintendent of **three (3) projects** of similar complexity, nature, size, and dollar amount of project. At least one (1) of these projects shall have been completed with the Bidder.

Superintendent's Experience Details	
Superintendent's Name:	Henry Drive
Title:	Superintendent
Years of Experience:	14
Years with Bidding Company:	3
Last Employer:	Layne
Last Position:	Assistant Superintendent
% Time Dedicated to Project:	100%
Superintendent's - Project No. 1	
Name of Project:	Nocatee & Bartram Water Storage Expansion
Project Description:	Construction of a new 3.5 million gallon Prestressed Concrete Tank at Nocatee North, new 2.4 million gallon Prestressed Concrete Tank at Bartram Repump Stations, new piping, valves, site work, & electrical/instrumentation.
Contractor:	Petticoat-Schmitt Civil Contractors, INC.
Owner Contact Person:	JEA, Andrew May, P.E.
Telephone Number:	(904) 665-4510
Contract Dates	
Started:	August 8, 2016
Original Contractual Completion:	January 27, 2017
Final Contractual Completion:	March 28, 2017
Actual Completion:	Nocatee- March 3, 2017, Bartram- February 17, 2017
Contract Value	
Original Contract Value	\$3,122,069.00
Final Contract Value	\$3,094,018.00
Value of Change Orders to Date	\$84,439.00
Value of Outstanding Claims to Date	None
Superintendent's - Project No. 2	
Name of Project:	Alachua Avenue Pump Station

Superintendent's Experience Details	
Project Description:	Replacement and complete rehabilitation of the Alachua Pump Station. Upgrade, rehabilitate and bypass the current station. Demolish selected interior components of the existing pump station structure. Phase 1 was completed without shutting down the station. Phase 2 required complete shutdown and bypassing of the station.
Contractor:	Petticoat-Schmitt Civil Contractors, Inc.
Owner Contact Person:	JEA, Elizabeth Dimeo
Telephone Number:	(904)665-4498
Contract Dates	
Started:	Oct. 8, 2015 Phase 1 March 2, 2017, Phase 2
Original Contractual Completion:	June 3, 2016, Phase 1 Oct. 28, 2017, Phase 2
Final Contractual Completion:	July 2016, November 2017
Actual Completion:	Nov. 11, 2017
Contract Value	
Original Contract Value	\$2,820,565.00
Final Contract Value	\$2,964,408.00
Value of Change Orders to Date	\$143,843.00
Value of Outstanding Claims to Date	None
Superintendent's Project No. 3	
Name of Project:	City of Valdosta D/B Withlacoochee WPCP
Project Description:	The project included 4 155' diameter SBR basins, Tertiary filtration, Chlorination and De-chlorination, Chemical Feed systems for Phosphorus removal, Aerobic Digestion, Dewatering of sludge, and Administration/Laboratory Facilities.
Contractor:	Layne Heavy Civil, Inc.
Owner Contact Person:	City of Valdosta, GA
Telephone Number:	
Contract Dates	
Started:	Sept. 22, 2014
Original Contractual Completion:	June 2016
Final Contractual Completion:	July 2016
Actual Completion:	July 2016
Contract Value	

Superintendent's Experience Details	
Original Contract Value:	
Final Contract Value:	\$16,600,000.00
Value of Change Orders to Date:	
Value of Outstanding Claims to Date:	

Additional Questions

Do you have any similar work in progress at this time? Yes No

Length of time in business: 10 Years

Is your company currently involved in any active litigation? No If Yes, explain: _____

Has your company ever been sued? No If Yes, explain and/or submit court decision or judgment, as applicable: _____

ATTACHMENT I

LIST OF PROPOSED MAJOR MATERIAL/EQUIPMENT SUPPLIERS

All equipment suppliers are subject to approval of Owner and Engineer. The following are suppliers proposed to be used in connection with this work. The Bidder shall circle the supplier used in his Bid. Alternate suppliers can only be added whose product has been approved via Addenda prior to the receipt of Bids. Refer to the Supplementary Conditions 7.04 for additional information. The Owner and Engineer reserve the right to reject or accept the alternate supplier. Where no specific manufacturer is listed, the submitted manufacturer must still meet the specification requirements.

EQUIPMENT ITEM OR MATERIAL	SUPPLIER
Vertical Turbine Pumps	A. Flowserve <input checked="" type="radio"/> B. Peerless C. Goulds D. Ruhrpumpen
Motor Control Centers	A. Eaton/Cutler-Hammer
Variable frequency drive (inside MCCs)	A. Eaton/Cutler-Hammer
Motor	A. Toshiba B. US Motor C. Baldor <input checked="" type="radio"/> D. Nidec E. TECO - Westinghouse
Magnetic Flow Meter	A. Siemens

BID NO.: 18-31

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Petticoat-Schmitt Civil Contractors, Inc. as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$Five Percent Bid Amount) 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 31st January, 2018.

For

BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of 31st January A.D., 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 18-31

WITNESSES:

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

WITNESSES:

[Signature]
[Signature]
[Signature]

PRINCIPAL:

Petticoat-Schmitt Civil Contractors, Inc.

NAME OF FIRM:

[Signature]
SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

President

TITLE

6380 Philips Hwy

BUSINESS ADDRESS

Jacksonville

CITY

FL

STATE

Western Surety Compay

SURETY:

CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX SEAL)
Edra Ann Waller

333 South Wabash Ave.

BUSINESS ADDRESS

Chicago,

CITY

IL

STATE

GHG Insurance, Inc. (904)421-8600

NAME OF LOCAL INSURANCE AGENCY

WITNESS:

[Signature]
Branda Popham

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Teresita A Love, William R Hardaker, Michael David Sihle, Edra Ann Waller, Individually

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of April, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha }

ss

On this 5th day of April, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of January, 2018.



WESTERN SURETY COMPANY

L. Nelson



St. Johns County Board of County Commissioners

Purchasing Division

January 24, 2018

ADDENDUM #2

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 18-31, Bannan Lakes Ground Storage Tank and Booster Pump Station

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Changes to the Front-End Document

1. Delete Bid Form Section 00300 and replace with the attached.

Changes to the Drawings

Drawing C-2: Proposed Site Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.
2. Modify the callout for the access gate that reads "EXISTING WOODEN FENCE. PROVIDE NEW 20' WIDE DOUBLE-SWING ACCESS GATE BY HARDWICK FENCE" to read "EXISTING WOODEN FENCE SURROUNDS SITE. PROVIDE A NEW 24' WIDE SINGLE ROLL ACCESS GATE WITH LOCK BY HARDWICK FENCE TO MATCH AND TIE INTO EXISTING FENCE. PROVIDE A SUBMITTAL WITH DETAILS AND SKETCH FOR REVIEW AND APPROVAL BY THE ENGINEER."

Drawing C-3: Yard Piping Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.

Drawing C-4: Paving and Grading Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.

Drawing L-2: Landscape Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.

Drawing A-5: Roof Plan

1. Section 3 – on the callout “PROVIDE SPRAY INSULATION...” add this callout at the end “SPRAY FOAM INSULATION SHALL BE EQUAL TO “ICEYNE” CLOSED CELL SPRAY FOAM INSULATION”.

Drawing E-7: Electrical Site Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.

Changes to the Specifications

Section 11214 – Vertical Turbine Can Pumps

1. Add Paragraph 1.01.B. as follows: “B. Any equipment modifications required (including modification of the can lengths) by the MANUFACTURER shall be coordinated with the CONTRACTOR and incorporated at no additional cost to the OWNER. Any changes must be approved by the ENGINEER.”
2. Modify Paragraph 1.03.A.3 to remove “NPSHR,” from the second sentence.
3. Modify Paragraph 1.03.A.9 to remove “NPSH requirements,” from the first sentence.
4. Add Paragraph 1.03.A.13 as follows: “Historical NPSHr test data for the same model pump.”
5. Modify Paragraph 2.02.D.7. in the second sentence as follows: “...stainless steel key or locking collet for positive driving...”
6. Delete Paragraph 2.03.C.1.a and replace with the following: “The barrel interior shall be coated with an approved epoxy coating as specified in Section 09900 Paragraph 2.06.A or with vitreous (porcelain) enamel.”
7. Add Paragraph 2.04 A.6. as follows: “Pumps and motors shall be designed and manufactured to operate on VFD systems and to eliminate stray current electrolysis of all components including pump and motor bearings and shafts.”
8. Modify Table 11214-1, “Jockey Pump” column, “Minimum Pump Shut-Off Head^a (feet)” row to be 180.

Section 16400 – Electrical Apparatus

1. Paragraph 2.03.I. add the following sentence at the end as follows: “DVDT drive output filters shall have triple defense reactor core construction.”

Questions

1. Section 16900, 2.05. A. 7.
Indicates that the flow meter transmitter shall be remote mounted, however the location is not shown on the drawings.

Where should the remote transmitter be located?

Will it require a separate enclosure?

Answer: As indicated on drawing E-4, the flow transmitter shall be located in the Instrumentation and Control Panel (ICP).

2. Section 16900, 2.05. B. 4.
Indicates that the Submersible Pressure Sensing Level Meters' transmitter shall have a intrinsically safe barrier.

Where will the intrinsically safe barrier be located, in field junction box or at the RTU?

Is it suitable to use the OIT at RTU for displaying the tank level or does the requirement stand to have a separate digital indicator?

Answer: The level tank level meter will not require an intrinsically safe barrier. It will be acceptable to use the ICP operator interface terminal to indicate the ground storage tank level. A separate digital indicator is not required.

3. Section 11214, 1.03. A. 9.
Is typical NPSH data ok?

Answer: Yes, this is acceptable.

4. Section 11214, 2.03. C. 1. b.
Can OD: "wrapped in an enhanced polyethylene encasement, such as V-Bio by ACIPCO or engineer approved equal"
- a. This is a new item from all previous versions of the specifications reviewed. If there is to be form of protective coating to the Cans then we would request the language be changed to NSF-61 certified coatings. An example would be a Tnemec N140 or Scotchkote 134, for both the ID/OD.
 - b. Alternatively, is the intent to have the "suction barrels" / cans to be wrapped via a subcontractor?

Answer: The intent is to have the complete exterior of the cans wrapped with V-Bio as manufactured by ACIPCO or engineer approved equal product. This product shall be installed by the contractor prior to backfilling. An exterior coating on the steel can is not required. The interior of the can shall be coated as per Specification Section 09900, Paragraph 2.06.A or with vitreous (porcelain) enamel.

5. Section 11214, 2.03. C. 6.
Vanes not provided in suction can, since flow is lower than 3,000gpm.

Answer: If manufacturer's equipment does not require vanes, the manufacturer shall provide a written statement on company letterhead warranting acceptable pump operation without vanes.

6. Section 11214, 3.04. A.
Please confirm or remove "witness tests" for the equipment at the point of manufacturing due to the associated cost.

Answer: The witnessing of factory testing is not required, but ENGINEER reserves the right to witness test if preferred. This cost, if incurred, will be borne by the OWNER. Unwitnessed factory acceptance tests per the specification is required.

7. Section 01410
This section says that testing will be paid out of the allowance shown on the bid form. There is no such allowance that I have been able to find on the bid form.

Answer: Please see revised Bid Form attached.

8. Sheet A-5
This sheet calls out a spray foam insulation to be applied under the metal roof deck. Can you provide a specification for the insulation?

Answer: The spray foam insulation only occurs at the thermal break between the wall insulation and the roof insulation. The spray foam insulation shall be equal to "Iceyne" closed cell spray foam insulation.

Details 2 and 3 on sheet A-5 appear to show a lightweight concrete topping over the metal roof deck but I have been unable to find a specification on the lightweight mix design. Will the concrete topping be required?

Answer: There is no lightweight concrete on the metal roof deck.

9. Sheet C-3

Is the future asphalt extension for the generator access to be included in this contract?

Answer: No.

10. Section 11214, 1.03. A. 9. and 3.04. B. 2.

Is historical NPSH data acceptable in lieu of actual NPSH testing on the project pumps?

Would you consider allowing the factory performance test at full speed, with variable speed curves generated by use of the affinity laws? Testing at variable speed would require shipment of a job VFD to the pump factory for the variable speed tests to be performed. This can be challenging to coordinate, particularly when the pump supplier is not providing the VFDs. It is also expensive and time consuming.

Would you consider allowing vibration testing in the field, after the pumps are installed and securely mounted & grouted to a rigid foundation, in lieu of factory vibration tests? Vibration testing in the factory does not provide accurate results because the pumps are not securely mounted.

Answer: Historical NPSH testing is acceptable. The vibration testing as specified will be required. Factory and field performance tests, including vibration, at full and reduced speeds are required. This requirement will not be waived.

11. Section 11214, 2.02. D. 4.

Our standard column is Schedule 30. Is this acceptable in lieu of Schedule 40?

Answer: This deviation is not allowed. The can shall be constructed of ASTM A-36 steel with a minimum thickness of 3/8-inches as specified.

12. Section 11214, 2.02. D. 7.

Our standard impeller material is Aluminum Bronze, ASTM B148 C95200. It is used regularly for this application. Is this acceptable in lieu of the Nickel Aluminum Bronze?

Our standard impeller design uses a locking collet, not a key. Is a 316SS collet acceptable?

Answer: The deviation for impeller material is not allowed. The impellers shall be constructed of ASTM C95800 nickel aluminum bronze or 316 stainless steel. The requested deviation for the impeller locking mechanism is acceptable.

13. Section 11214, 2.02. D. 13.

Is vitreous (porcelain) enamel an acceptable alternative coating for the interior of the pump bowls?

Answer: This modification is acceptable.

14. Section 11214, 2.03. A. and 2.03. C. 2.

Our required suction barrel length for Jockey Pump #1 is shorter than what is depicted on the drawings. Is this acceptable, or are the elevations on the drawings the minimum can length required?

Please note that our required suction barrel length for the Booster Pumps is longer than what is depicted on the drawings. Since position #2 is being built to accommodate a future upgrade, suction barrels 2-4 will be a different length than suction barrel 1.

Answer: The elevations/lengths for the cans shown on the drawing is the required minimum length. The contractor shall coordinate with the manufacturer and submit deviations to the engineer for approval. If the lengths shown are not adequate for the proposed equipment, the increase in length shall be incorporated and included in the contractor's bid.

15. Section 11214, 2.03. C. 1. b.

We are not familiar with the product named for the exterior coating on the suction barrels. It appears that this is a product that is field applied by the contractor. Is this correct? If so, is any shop preparation to the exterior of the steel cans required?

Answer: The intent is to have the complete exterior of the cans wrapped with V-Bio as manufactured by ACIPCO or engineer approved equal product. This product shall be installed by the contractor prior to backfilling. An exterior coating on the steel can is not required. The interior of the can shall be coated as per Specification Section 09900, Paragraph 2.06.A or with vitreous (porcelain) enamel.

16. Section 11214, Table 11214-1

Shutoff head for the Peerless jockey pump is approx. 180' as shown on the curves attached to the end of spec section 11214. Please confirm this deviation from the specified shutoff head is acceptable.

Answer: This change is acceptable.

17. Section 11214

Is a 316SS basket strainer / vortex suppressor required on the pump inlet?

Answer: No, a basket strainer / vortex suppressor is not required.

18. Section 11214

Is an FEA or any critical speed analysis required?

Answer: No, only the testing listed in the specification will be required.

19. Section 16150

Are any shaft grounding rings or insulated bearings required?

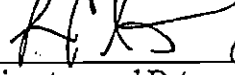
Answer: Pumps and motors shall be designed and manufactured to operate on VFD systems and to eliminate stray current electrolysis of all components including pump and motor bearings and shafts.

ATTACHMENTS

1. Section 00300 – Bid Form

THE BID DUE DATE REMAINS January 31, 2018 AT 2:00 P.M.

Acknowledgment


Signature and Date 01/30/18

Lauren Atwell, Vice President
Printed Name/Title

Petticoat-Schmitt Civil Contractors, Inc.
Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Procurement Supervisor

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

January 24, 2018

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 18-31, Bannan Lakes Ground Storage Tank and Booster Pump Station

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Questions

1. There appears to be a conflict between Section 16900 2.08 & Drawing E4, Notes 1 & 2. The spec requires the systems integrator to provide the SCADA programming while the notes on E4 call for the integrator to provide local programming and SJCUD to provide the SCADA programming. Please clarify who will provide the SCADA programming, SJCUD or the integrator?

Answer: The Contractor's Integrator will supply the local programming. SJCUD hired Integrator will supply the SCADA programming. The notes on 1 & 2 on Drawing E-4 are accurate for this project.

THE BID DUE DATE REMAINS January 31, 2018 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 3



St. Johns County Board of County Commissioners

Purchasing Division

January 24, 2018

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 18-31, Bannan Lakes Ground Storage Tank and Booster Pump Station

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Changes to the Front-End Document

1. Delete Bid Form Section 00300 and replace with the attached.

Changes to the Drawings

Drawing C-2: Proposed Site Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.
2. Modify the callout for the access gate that reads "EXISTING WOODEN FENCE. PROVIDE NEW 20' WIDE DOUBLE-SWING ACCESS GATE BY HARDWICK FENCE" to read "EXISTING WOODEN FENCE SURROUNDS SITE. PROVIDE A NEW 24' WIDE SINGLE ROLL ACCESS GATE WITH LOCK BY HARDWICK FENCE TO MATCH AND TIE INTO EXISTING FENCE. PROVIDE A SUBMITTAL WITH DETAILS AND SKETCH FOR REVIEW AND APPROVAL BY THE ENGINEER."

Drawing C-3: Yard Piping Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.

Drawing C-4: Paving and Grading Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.

Drawing L-2: Landscape Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.

Drawing A-5: Roof Plan

1. Section 3 – on the callout “PROVIDE SPRAY INSULATION...” add this callout at the end “SPRAY FOAM INSULATION SHALL BE EQUAL TO “ICEYNE” CLOSED CELL SPRAY FOAM INSULATION”.

Drawing E-7: Electrical Site Plan

1. Modify the depiction of the double-swing access gate to a 24-foot wide single roll gate.

Changes to the Specifications

Section 11214 – Vertical Turbine Can Pumps

1. Add Paragraph 1.01.B. as follows: “B. Any equipment modifications required (including modification of the can lengths) by the MANUFACTURER shall be coordinated with the CONTRACTOR and incorporated at no additional cost to the OWNER. Any changes must be approved by the ENGINEER.”
2. Modify Paragraph 1.03.A.3 to remove “NPSHR,” from the second sentence.
3. Modify Paragraph 1.03.A.9 to remove “NPSH requirements,” from the first sentence.
4. Add Paragraph 1.03.A.13 as follows: “Historical NPSHr test data for the same model pump.”
5. Modify Paragraph 2.02.D.7. in the second sentence as follows: “...stainless steel key or locking collet for positive driving...”
6. Delete Paragraph 2.03.C.1.a and replace with the following: “The barrel interior shall be coated with an approved epoxy coating as specified in Section 09900 Paragraph 2.06.A or with vitreous (porcelain) enamel.”
7. Add Paragraph 2.04 A.6. as follows: “Pumps and motors shall be designed and manufactured to operate on VFD systems and to eliminate stray current electrolysis of all components including pump and motor bearings and shafts.”
8. Modify Table 11214-1, “Jockey Pump” column, “Minimum Pump Shut-Off Head^a (feet)” row to be 180.

Section 16400 – Electrical Apparatus

1. Paragraph 2.03.I. add the following sentence at the end as follows: “DVDT drive output filters shall have triple defense reactor core construction.”

Questions

1. Section 16900, 2.05. A. 7.

Indicates that the flow meter transmitter shall be remote mounted, however the location is not shown on the drawings.

Where should the remote transmitter be located?
Will it require a separate enclosure?

Answer: As indicated on drawing E-4, the flow transmitter shall be located in the Instrumentation and Control Panel (ICP).

2. Section 16900, 2.05. B. 4.

Indicates that the Submersible Pressure Sensing Level Meters’ transmitter shall have a intrinsically safe barrier.

Where will the intrinsically safe barrier be located, in field junction box or at the RTU?

Is it suitable to use the OIT at RTU for displaying the tank level or does the requirement stand to have a separate digital indicator?

Answer: The level tank level meter will not require an intrinsically safe barrier. It will be acceptable to use the ICP operator interface terminal to indicate the ground storage tank level. A separate digital indicator is not required.

3. Section 11214, 1.03. A. 9.
Is typical NPSH data ok?

Answer: Yes, this is acceptable.

4. Section 11214, 2.03. C. 1. b.
Can OD: "wrapped in an enhanced polyethylene encasement, such as V-Bio by ACIPCO or engineer approved equal"
- a. This is a new item from all previous versions of the specifications reviewed. If there is to be form of protective coating to the Cans then we would request the language be changed to NSF-61 certified coatings. An example would be a Tnemec N140 or Scotchkote 134, for both the ID/OD.
 - b. Alternatively, is the intent to have the "suction barrels" / cans to be wrapped via a subcontractor?

Answer: The intent is to have the complete exterior of the cans wrapped with V-Bio as manufactured by ACIPCO or engineer approved equal product. This product shall be installed by the contractor prior to backfilling. An exterior coating on the steel can is not required. The interior of the can shall be coated as per Specification Section 09900, Paragraph 2.06.A or with vitreous (porcelain) enamel.

5. Section 11214, 2.03. C. 6.
Vanes not provided in suction can, since flow is lower than 3,000gpm.

Answer: If manufacturer's equipment does not require vanes, the manufacturer shall provide a written statement on company letterhead warranting acceptable pump operation without vanes.

6. Section 11214, 3.04. A.
Please confirm or remove "witness tests" for the equipment at the point of manufacturing due to the associated cost.

Answer: The witnessing of factory testing is not required, but ENGINEER reserves the right to witness test if preferred. This cost, if incurred, will be borne by the OWNER. Unwitnessed factory acceptance tests per the specification is required.

7. Section 01410
This section says that testing will be paid out of the allowance shown on the bid form. There is no such allowance that I have been able to find on the bid form.

Answer: Please see revised Bid Form attached.

8. Sheet A-5
This sheet calls out a spray foam insulation to be applied under the metal roof deck. Can you provide a specification for the insulation?

Answer: The spray foam insulation only occurs at the thermal break between the wall insulation and the roof insulation. The spray foam insulation shall be equal to "Iceyne" closed cell spray foam insulation.

Details 2 and 3 on sheet A-5 appear to show a lightweight concrete topping over the metal roof deck but I have been unable to find a specification on the lightweight mix design. Will the concrete topping be required?

Answer: There is no lightweight concrete on the metal roof deck.

9. Sheet C-3

Is the future asphalt extension for the generator access to be included in this contract?_

Answer: No.

10. Section 11214, 1.03, A. 9. and 3.04, B. 2.

Is historical NPSH data acceptable in lieu of actual NPSH testing on the project pumps?

Would you consider allowing the factory performance test at full speed, with variable speed curves generated by use of the affinity laws? Testing at variable speed would require shipment of a job VFD to the pump factory for the variable speed tests to be performed. This can be challenging to coordinate, particularly when the pump supplier is not providing the VFDs. It is also expensive and time consuming.

Would you consider allowing vibration testing in the field, after the pumps are installed and securely mounted & grouted to a rigid foundation, in lieu of factory vibration tests? Vibration testing in the factory does not provide accurate results because the pumps are not securely mounted.

Answer: Historical NPSH testing is acceptable. The vibration testing as specified will be required. Factory and field performance tests, including vibration, at full and reduced speeds are required. This requirement will not be waived.

11. Section 11214, 2.02, D. 4.

Our standard column is Schedule 30. Is this acceptable in lieu of Schedule 40?

Answer: This deviation is not allowed. The can shall be constructed of ASTM A-36 steel with a minimum thickness of 3/8-inches as specified.

12. Section 11214, 2.02, D. 7.

Our standard impeller material is Aluminum Bronze, ASTM B148 C95200. It is used regularly for this application. Is this acceptable in lieu of the Nickel Aluminum Bronze?

Our standard impeller design uses a locking collet, not a key. Is a 316SS collet acceptable?

Answer: The deviation for impeller material is not allowed. The impellers shall be constructed of ASTM C95800 nickel aluminum bronze or 316 stainless steel. The requested deviation for the impeller locking mechanism is acceptable.

13. Section 11214, 2.02, D. 13.

Is vitreous (porcelain) enamel an acceptable alternative coating for the interior of the pump bowls?

Answer: This modification is acceptable.

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Our required suction barrel length for Jockey Pump #1 is shorter than what is depicted on the drawings. Is this acceptable, or are the elevations on the drawings the minimum can length required?

Please note that our required suction barrel length for the Booster Pumps is longer than what is depicted on the drawings. Since position #2 is being built to accommodate a future upgrade, suction barrels 2-4 will be a different length than suction barrel 1.

Answer: The elevations/lengths for the cans shown on the drawing is the required minimum length. The contractor shall coordinate with the manufacturer and submit deviations to the engineer for approval. If the lengths shown are not adequate for the proposed equipment, the increase in length shall be incorporated and included in the contractor's bid.

15. Section 11214, 2.03. C. 1. b.

We are not familiar with the product named for the exterior coating on the suction barrels. It appears that this is a product that is field applied by the contractor. Is this correct? If so, is any shop preparation to the exterior of the steel cans required?

Answer: The intent is to have the complete exterior of the cans wrapped with V-Bio as manufactured by ACIPCO or engineer approved equal product. This product shall be installed by the contractor prior to backfilling. An exterior coating on the steel can is not required. The interior of the can shall be coated as per Specification Section 09900, Paragraph 2.06.A or with vitreous (porcelain) enamel.

16. Section 11214, Table 11214-1

Shutoff head for the Peerless jockey pump is approx. 180' as shown on the curves attached to the end of spec section 11214. Please confirm this deviation from the specified shutoff head is acceptable.

Answer: This change is acceptable.

17. Section 11214

Is a 316SS basket strainer / vortex suppressor required on the pump inlet?

Answer: No, a basket strainer / vortex suppressor is not required.

18. Section 11214

Is an FEA or any critical speed analysis required?

Answer: No, only the testing listed in the specification will be required.

19. Section 16150

Are any shaft grounding rings or insulated bearings required?

Answer: Pumps and motors shall be designed and manufactured to operate on VFD systems and to eliminate stray current electrolysis of all components including pump and motor bearings and shafts.

ATTACHMENTS

1. Section 00300 – Bid Form

THE BID DUE DATE REMAINS January 31, 2018 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2

NO: 18-31

SECTION 00300
REVISED OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address
Number

Telephone Number

Fax

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-31, BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

BASE BID

FOR: BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION as per plans and specifications.

TOTAL BID PRICE: \$ _____
Total Bid Price (Numerical)

Dollars

Total Bid Price (Amount written or typed in words)

/100

TESTING ALLOWANCE:

\$ _____
10,000
Total Unit Price (Numerical)

Ten Thousand Dollars-----/100 Dollars
(Amount written or typed in words)

TOTAL LUMP SUM BID PRICE: Base Bid + Testing Allowance
(As per plans and specifications)

\$ _____
Total Lump Sum Bid Price (Numerical)

_____/100
Dollars
Total Lump Sum Bid Price (Amount written or typed in words)

Bidder shall insert the Total Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total 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 ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

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

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License/Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Certificate of Compliance with Florida Trench Safety Act
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Contractor's Qualifications Form
 - Attachment "I" – List of Proposed Major Material/Equipment Suppliers
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

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



St. Johns County Board of County Commissioners

Purchasing Division

January 4, 2018

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 18-31, Bannan Lakes Ground Storage Tank and Booster Pump Station

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Changes to the Drawings

Drawing C-3: Yard Piping Plan

1. Section 1 – delete "Typical Section at Gravel Access Road" and replace with "Typical Utility Easement Section at Dirt Access Road".
2. Section 1 – delete the word "gravel" in the section and replace with "dirt".

Drawing C-4: Paving and Grading Plan

1. In the callout for the Flexamat® delete "80" and replace with "160".
2. Add a callout above the "PROPOSED CONCRETE SIDEWALK" that points to the joint between the tank and sidewalk and reads "THE CONTRACTOR SHALL PROVIDE A ½" THICK CONTINUOUS EXPANSION JOINT ALONG THE SEAM BETWEEN THE TANK WALL AND SIDEWALK."

Drawing CD-2: Civil Details

1. Delete this sheet in its entirety and replace with attached.

Drawing A-0: Code Summary and Life Safety Plan

1. In the Building Code Summary; Proposed Use, delete "F3" and replace with "F2".

Drawing A-5: Roof Plan

1. Detail 3 – Roof Edge Detail – in the call out "Mod. Bitumen Roof System Over 6" Rigid Insulation", delete the number "6".
2. In the Roof Plan – for the call outs for the premanufactured coping endcap, change the spelling to "pre-manufactured" on both callouts.

Drawing A-7: Wall Sections

1. Section 2 – North, East and South Wall Section with Parapet – in the call out “Rigid Insulation R-40 Min. 6” thick uniform”, delete the words “6” thick uniform”.

Drawing A-8: Door and Window Schedule and Details

1. Door Schedule, for doors D-102 B and D-102 C change the finish from “SPEC” to “MFG”.

Questions

1. After review of the Bannon Lakes Ground Storage Tank and Booster Pump Station Bid Documents; we respectfully request Fairbanks Nijhuis be added as an acceptable pump manufacturer on this project. Fairbanks Nijhuis turbine pumps meet or exceed specification per Table 11214-1, supporting pump curves attached.

Answer: Fairbanks Nijhuis will not be added as a manufacturer the only acceptable manufacturers are those listed in Section 11214.

2. The rebound from the construction of the pre-stressed concrete will remain in place. Should the Contactor need to remove any portion for completion of their work this shall be included in your lump sum bid.
3. Approved ISS vendors for use on the project include:

Curry Controls Company
 Revere Control Systems
 ITG
 Starr Controls

ATTACHMENTS

1. Drawing CD-2: Civil Details

THE BID DUE DATE REMAINS January 31, 2018 AT 2:00 P.M.

Acknowledgment

Sincerely,

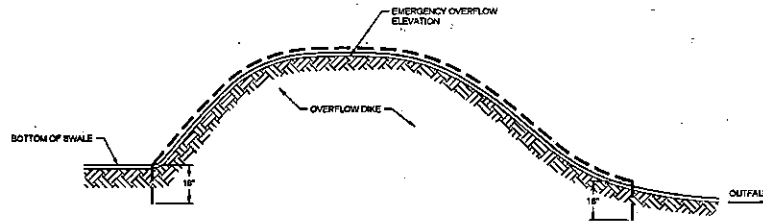
Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

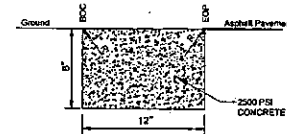
Printed Name/Title

Company Name (Print)

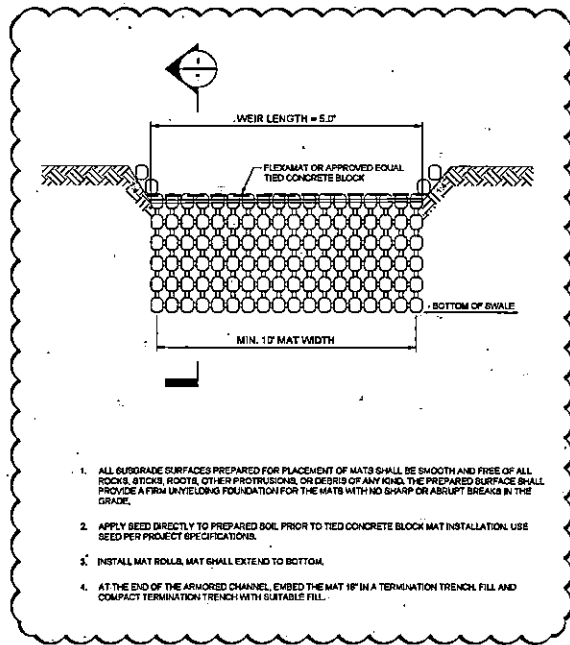
END OF ADDENDUM NO. 1



1 TYPICAL SECTION AT SWALE OVERFLOW
NTS

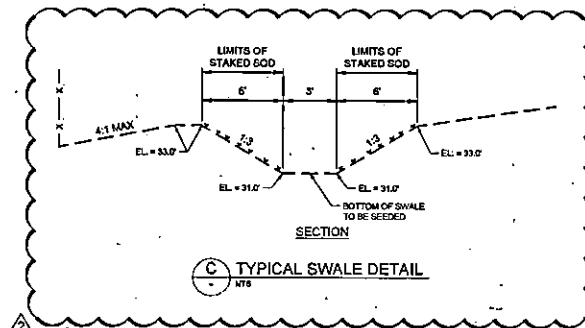


B TYPICAL 12" RIBBON CURB DETAIL
NTS



1. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING FOUNDATION FOR THE MATS WITH NO SHARP OR ABRUPT BREAKS IN THE GRADE.
2. APPLY SEED DIRECTLY TO PREPARED SOIL PRIOR TO TIED CONCRETE BLOCK MAT INSTALLATION. USE SEED PER PRODUCT SPECIFICATIONS.
3. INSTALL MAT ROLLS. MAT SHALL EXTEND TO BOTTOM.
4. AT THE END OF THE ARMORED CHANNEL, EMBED THE MAT 18" IN A TERMINATION TRENCH. FILL AND COMPACT TERMINATION TRENCH WITH SUITABLE FILL.

A SWALE OVERFLOW PROTECTION DETAIL
NTS



C TYPICAL SWALE DETAIL
NTS

NO.	BY	DATE	REVISION
1			
2			
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6			
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8			
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10			

M
MOIT
MCDONALD
MOIT MacDonald Florida, LLC

Architects Engineers Surveyors
AA - 00000035 EB - 00001185 LB - 00007143
10245 Cantabria Pkwy., Suite 200
Jacksonville, Florida 32256
Telephone: (904) 233-1000

DESIGNED BY: B. WELLS
DRAWN BY: L. MITCHELL
DATE: DEC 2017
CHECKED BY: B. WELLS
DATE: DEC 2017

DESIGN ENGINEER
LESLIE S. SAMEL, P.E., SCEE
FLORIDA REGISTRATION NO.
68763



St. Johns County
Utility Department
1205 STATE ROAD 18
ST. AUGUSTINE, FL 32084
PHONE: (904) 208-3238 FAX: (904) 208-2627

BANNON LAKES
GROUND STORAGE TANK AND
BOOSTER PUMP STATION

CIVIL DETAILS

SHEET NO.
9
DWG NO.
CD-2
ISSUED FOR BIDDING



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

BID NO: 18-31

**BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP
STATION**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904.209.0150**

FINAL: 12/15/17

Bid No: 18-31; Bannan Lakes Booster Pump Station

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BID NO: 18-31

**SECTION 00020
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, January 31, 2018** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-31; Bannon Lakes Ground Storage Tank and Booster Pump Station**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

Scope of Work:

The project includes the provision of all labor, materials, tools, equipment and incidentals required to construct the new reuse booster pump station. The scope of work includes, but is not limited to, process equipment, building, piping, and appurtenances, site work, paving, grading, testing allowances, and permitting per all applicable St. Johns County Utility Department (SJCUD) standards and as provided in the bid documents.

Minimum Qualifications

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified Underground Utility Contractor or Certified General Contractor in the State of Florida, and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein. Additionally, bidder must demonstrate the successful completion by the Superintendent of three (3) projects of similar complexity, nature, size, and dollar amount of project in the past five (5) years. At least one (1) of these projects shall have been completed with the Bidder.

Pre-Bid Conference

There will be a **Mandatory** Pre-Bid Conference and **site visit** on **Wednesday, January 3, 2018 at 9:30 AM** at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL 32084. Attendance is required at the Pre-Bid Conference in order to be eligible to submit a bid for this project. Failure to sign in at the Pre-Bid Conference shall result in a bidder being deemed non-responsive, and removal from consideration for award. **Please do not park in designated customer service parking spots.**

Bid Documents, Project Specifications and Drawings

Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document #18-31. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees.

Point of Contact

Any and all questions related to this project shall be directed, **in writing**, to Leigh Daniels, CPPB, Procurement Supervisor, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. **Questions must be submitted, in writing, no later than four o'clock (4:00PM) on Wednesday, January 17, 2018**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

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

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

Deputy Clerk

FRONT END BID DOCUMENTS

SECTION 00100
INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 18-31; Bannan Lakes Ground Storage Tank and Booster Pump Station

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

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

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

PRE-BID CONFERENCE

There will be a **Mandatory** Pre-Bid Conference and site visit on **Wednesday, January 3, 2018 at 9:30 AM** at the St. Johns County Utility Department, 1205 State Road 16, St. Augustine, FL 32084. Attendance is required at the Pre-Bid Conference in order to be eligible to submit a bid for this project. Failure to sign in at the Pre-Bid Conference shall result in a bidder being deemed non-responsive, and removal from consideration for award.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Leigh Daniels, CPPB, Procurement Supervisor, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Daniels, *in writing*, via email at ldaniels@sjcfl.us or fax to (904) 209-0155. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above. Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

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.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to Leigh Daniels, CPPB, Procurement Supervisor, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. Questions must be submitted, in writing, no later than four o'clock (4:00PM) on Wednesday, January 17, 2018, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

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

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

BID SUBMITTAL REQUIREMENTS

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

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 18-31; Bannan Lakes Ground Storage Tank and Booster Pump Station"

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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

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

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

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

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

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

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

BID SECURITY

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Lump Sum Bid amount submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

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

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

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

BID BOND INSTRUCTIONS

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

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

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

COSTS INCURRED BY BIDDERS

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

CONSIDERATION OF BIDS

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

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

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

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

MINIMUM QUALIFICATION OF CONTRACTORS

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified Underground Utility Contractor or Certified General Contractor in the State of Florida, and provide proof of licensure

with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, of similar type, size and dollar value of the project described herein. Additionally, bidder must demonstrate the successful completion by the Superintendent of three (3) projects of similar complexity, nature, size, and dollar amount of project in the past five (5) years. At least one (1) of these projects shall have been completed with the Bidder.

Proof of qualifications shall be provided by completing and submitting Attachment "H" – Contractor's Qualifications Form and Attachment "C" along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Bidders to whom award of a contract is under consideration shall submit to the County, upon his request, a properly executed Contractor's Qualification Statement of AIA Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

PUBLIC CONSTRUCTION BOND

The Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds

The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed

contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

INDEMNIFICATION

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

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

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

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

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on C-520 Agreement Stipulated Price.

CONTRACT TIME – LIQUIDATED DAMAGES

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". St. Johns County will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties

including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder.

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **two hundred and seventy (270)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **thirty (30)** consecutive calendar days from the date of substantial completion.

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$763 Over
\$50,000 but less than \$250,000.....	\$958
\$250,000 but less than \$500,000.....	\$1,099
\$500,000 but less than \$2,500,000.....	\$1,584
\$2,500,000 but less than \$5,000,000.....	\$2,811
\$5,000,000 but less than \$10,000,000.....	\$3,645
\$10,000,000 but less than \$15,000,000.....	\$4,217
\$15,000,000 but less than \$20,000,000.....	\$4,698
\$20,000,000 and over.....	\$6,323 plus 0.00005 of any amount over \$20 million

(Round to nearest whole dollar)

INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. 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 the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability 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 a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

The CONTRACTOR shall maintain during the life of this Contract, adequate Builder's Risk Insurance in the amount of the initial contract amount plus the values of subsequent modifications, change orders, and loss of materials supplied or installed by others comprising the value of the entire project at the site on a replacement cost basis.

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

GOVERNING LAWS & REGULATIONS

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

TAXES

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

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

LIST OF MAJOR EQUIPMENT/MATERIAL SUPPLIERS

Bidders shall complete List of Major Equipment/Material Suppliers to be used if awarded the Contract. The Bidder shall circle the supplier used in his Bid. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Engineer at least **fourteen (14) calendar days** prior to the date for receipt of Bids and has been approved by Owner/Engineer via addenda. A copy of the form, Attachment I, is provided in the Bidding Documents. The bid will not be accepted unless the Attachment I is provided along with the Bid Form.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material/equipment supplier due to previously documented problems, either with performance or quality.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 18-31

SECTION 00300
OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-31, BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

BASE BID

FOR: BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION as per plans and specifications.

TOTAL BID PRICE: \$ _____

Total Bid Price (Numerical)

/100 Dollars

Total Bid Price (Amount written or typed in words)

Bidder shall insert the Total Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of Total 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 ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

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

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License/Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Certificate of Compliance with Florida Trench Safety Act
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Contractor's Qualifications Form
 - Attachment "I" – List of Proposed Major Material/Equipment Suppliers
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

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

BID NO.: 18-31

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 _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-31; Bannon Lakes Ground Storage Tank and Booster Pump Station, in St. Johns County, Florida.

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

(Bidder)

By: _____

(Title)

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

Notary Public:

Signature

Printed

My commission Expires: _____

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

BID NO.: 18-31

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

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

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

BID NO.: 18-31

ATTACHMENT "E"

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project (BID) Number/Description: Bid No 18-31: Bannan Lakes Ground Storage Tank and Booster Pump Station

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

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

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

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

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) : _____

Signature	Print Name/Title
Signature	Print Name/Title

BID NO.: 18-31

ATTACHMENT "F"

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: _____

Bidder

Date

Authorized Signature

BID NO.: 18-31

ATTACHMENT "G"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

BID NO.: 18-31

ATTACHMENT "H"

CONTRACTOR'S QUALIFICATION FORM

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: _____ Date _____
Bidder

Authorized Signature

Contractor's Project Experience

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

Contractor's Project Experience Details	
Project No. 1	
Name of Project:	
Project Manager Name:	
Superintendent Name:	
Project Description:	
Owner Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Engineer/Architect Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Contract Dates	
Started:	

Contractor's Project Experience Details Project No. 1	
Original Contractual Completion:	
Final Contractual Completion:	
Actual Completion:	
Contract Value	
Original Contract Value:	
Final Contract Value:	
Value of Change Orders to Date:	
Value of Outstanding Claims to Date:	
Bonding Company Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Major Subcontractor Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	

Contractor's Project Experience Details Project No. 2	
Name of Project:	
Project Manager Name:	
Superintendent Name:	

Contractor's Project Experience Details Project No. 2	
Project Description:	
Owner Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Engineer/Architect Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Contract Dates	
Started:	
Original Contractual Completion:	
Final Contractual Completion:	
Actual Completion:	
Contract Value	
Original Contract Value:	
Final Contract Value:	
Value of Change Orders to Date:	
Value of Outstanding Claims to Date:	
Bonding Company Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Major Subcontractor Information	
Name:	
Address:	
Contact Person:	

Contractor's Project Experience Details Project No. 2	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	

Contractor's Project Experience Details Project No. 3	
Name of Project:	
Project Manager Name:	
Superintendent Name:	
Project Description:	
Owner Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Engineer/Architect Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Contract Dates	
Started:	
Original Contractual Completion:	
Final Contractual Completion:	

Contractor's Project Experience Details
Project No. 3

Actual Completion:	
Contract Value	
Original Contract Value:	
Final Contract Value:	
Value of Change Orders to Date:	
Value of Outstanding Claims to Date:	
Bonding Company Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Major Subcontractor Information	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	
Name:	
Address:	
Contact Person:	
Telephone Number:	

Superintendent's Project Experience

The Bidder shall provide the following information regarding the Superintendent's experience within the **five (5) years** of this solicitation. Bidder must demonstrate the successful completion by the Superintendent of **three (3) projects** of similar complexity, nature, size, and dollar amount of project. At least one (1) of these projects shall have been completed with the Bidder.

Superintendent's Experience Details	
Superintendent's Name:	
Title:	
Years of Experience:	
Years with Bidding Company:	
Last Employer:	
Last Position:	
% Time Dedicated to Project:	
Superintendent's - Project No. 1	
Name of Project:	
Project Description:	
Contractor:	
Owner Contact Person:	
Telephone Number:	
Contract Dates	
Started:	
Original Contractual Completion:	
Final Contractual Completion:	
Actual Completion:	
Contract Value	
Original Contract Value	
Final Contract Value	
Value of Change Orders to Date	
Value of Outstanding Claims to Date	
Superintendent's - Project No. 2	
Name of Project:	

Superintendent's Experience Details	
Project Description:	
Contractor:	
Owner Contact Person:	
Telephone Number:	
Contract Dates	
Started:	
Original Contractual Completion:	
Final Contractual Completion:	
Actual Completion:	
Contract Value	
Original Contract Value	
Final Contract Value	
Value of Change Orders to Date	
Value of Outstanding Claims to Date	
Superintendent's - Project No. 3	
Name of Project:	
Project Description:	
Contractor:	
Owner Contact Person:	
Telephone Number:	
Contract Dates	
Started:	
Original Contractual Completion:	
Final Contractual Completion:	
Actual Completion:	
Contract Value	

Superintendent's Experience Details	
Original Contract Value:	
Final Contract Value:	
Value of Change Orders to Date:	
Value of Outstanding Claims to Date:	

Additional Questions

Do you have any similar work in progress at this time? _____ Yes _____ No

Length of time in business: _____ Years

Is your company currently involved in any active litigation? _____ If Yes, explain: _____

Has your company ever been sued? _____ If Yes, explain and/or submit court decision or judgment, as applicable:

ATTACHMENT I

LIST OF PROPOSED MAJOR MATERIAL/EQUIPMENT SUPPLIERS

All equipment suppliers are subject to approval of Owner and Engineer. The following are suppliers proposed to be used in connection with this work. The Bidder shall circle the supplier used in his Bid. Alternate suppliers can only be added whose product has been approved via Addenda prior to the receipt of Bids. Refer to the Supplementary Conditions 7.04 for additional information. The Owner and Engineer reserve the right to reject or accept the alternate supplier. Where no specific manufacturer is listed, the submitted manufacturer must still meet the specification requirements.

EQUIPMENT ITEM OR MATERIAL	SUPPLIER
Vertical Turbine Pumps	A. Flowserve B. Peerless C. Goulds D. Ruhrpumpen
Motor Control Centers	A. Eaton/Cutler-Hammer
Variable frequency drive (inside MCCs)	A. Eaton/Cutler-Hammer
Motor	A. Toshiba B. US Motor C. Baldor D. Nidec E. TECO - Westinghouse
Magnetic Flow Meter	A. Siemens

BID NO.: 18-31

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

For

BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION

St. Johns County, Florida

NOW THEREFORE,

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

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

BID NO.: 18-31

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE


NAME OF LOCAL INSURANCE AGENCY

SEALED BID MAILING LABEL

**BID NO: 18-31
BANNON LAKES GROUND STORAGE TANK AND BOOSTER PUMP STATION**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 18-31
BID TITLE:	Bannon Lakes Ground Storage Tank and Booster Pump Station
DUE DATE/TIME:	By 2:00PM – January 31, 2018
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Leigh Daniels 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT