

RESOLUTION NO. 2019 - 295

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 19-76 AND TO EXECUTE AN AGREEMENT WITH C.C. BORDEN CONSTRUCTION, INC., FOR THE ST. JOHNS COUNTY UTILITY DEPARTMENT ADMINISTRATION BUILDING EXPANSION

RECITALS

WHEREAS, the County desires to enter into contract with C.C. Borden Construction, Inc., to perform the construction of the SJC Utility Department Administration Building Expansion; and

WHEREAS, the scope of the Project includes providing all labor, materials, equipment, and any other items necessary construct approximately 4,564 square foot new addition to the current Utility Department Building location at 1205 State Road 16, St. Augustine, FL 32084. Work includes site construction, general construction, and all mechanical, electrical, plumbing, structural and fire protection system necessary to meet the design intent and complete the work and to meet all applicable codes; and

WHEREAS, through the County's formal Bid process, C.C. Borden Construction, Inc., was determined to be 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 19-76 to C.C. Borden Construction, 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 19-76.

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.

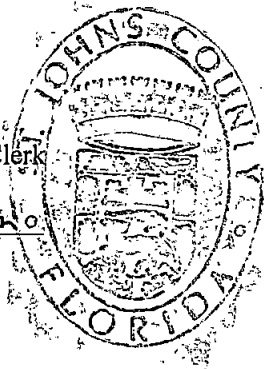
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 12th day of September, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Ram Haltermann
Deputy Clerk



RENDITION DATE 9/17/19



**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**
(1992 EDITION, REVISED 12/18/13)

This Contract Agreement ("Agreement") is made as of _____, 2019 by and between **St. Johns County, FL** ("Owner" or "County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **C.C. Borden Construction, Inc.** ("Contractor"), authorized to do business in the State of Florida, whose principal offices are located at 1019 Rosselle St, Jacksonville, FL 32204; Phone: (904) 354-3458; Fax: (904) 354-4770; and E-mail: ccborden@ccborden.com, under seal for Construction of **Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion**, hereinafter referred to as the "Project".

The Owner and the Contractor hereby agree as follows:

**ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS**

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following: Bid Documents, Drawings, Addendum 1, Addendum 2, Addendum 3, Bonds and Insurance.

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Agreement.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to this Project. Specifically, but without limitation, this Agreement supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Agreement shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Agreement is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include," "includes" or "including," as used in this Agreement, shall be deemed to be followed by the phrase "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a

material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Agreement.

1.5.6 Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve any such approval by evidence of the Contractor's compliance with the Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

ARTICLE II THE WORK

2.1 Scope of Work

The Contractor shall perform all of the Work required, implied, or reasonably inferable from, this Agreement.

2.1.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Agreement. The Work to be performed by the Contractor is generally described as follows:

The Contractor will provide all labor, materials, equipment, and any other items necessary to construct approximately 4,564 square foot new addition, interior renovations of existing customer service area, landscape and civil work, and a White Noise System to the current Utility Department Building location at 1205 State Road 16, St. Augustine, FL 32084. Work includes site construction, general construction, and all mechanical, electrical, plumbing, structural and fire protection system necessary to meet the design intent and complete the work and to meet all applicable codes.

All work shall be performed in accordance with the Contract Documents as provided herein.

**ARTICLE III
CONTRACT TIME**

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within **ten (10)** days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **Three Hundred Thirty Five (335)** consecutive calendar days. Final Completion shall be reached by or before **Fifteen (15)** consecutive calendar days after Substantial Completion.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the "Contract Time."

3.1.2 The Contractor shall pay the Owner the sum of **\$1,665.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

**ARTICLE IV
CONTRACT PRICE**

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a total Lump Sum price of **One Million Seven Hundred Thirty Nine Thousand One Hundred Four Dollars (\$1,739,104.00)**.

The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

**ARTICLE V
PAYMENT OF THE CONTRACT PRICE**

5.1 Schedule of Values

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Project Director a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Director or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Agreement. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Project Director and the Owner. The Owner may terminate this Agreement without liability of any kind if the Schedule of Values is not agreed upon within fifteen (15) calendar days of the effective date hereof.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below:

5.2.2 Progress Payments - On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment based upon the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted. Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, payments will be made in accordance with the Local Government Prompt Payment Act.

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the estimate, based upon the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

(a) Owner may withhold from each progress payment made to the Contractor an amount not to exceed ten (10) percent of the payment as retainage until fifty (50) percent completion of the Work.

(b) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, Owner will reduce to five (5) percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. The term "fifty (50) percent completion" as used in this provision means the point at which Owner has expensed fifty (50) percent of the total cost of the Work purchased as provided herein, together with all costs associated with existing change orders and other additions or modifications to the Work described herein.

(c) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, the Contractor may present to the Owner a payment request for up one-half of the retainage held by the Owner. The Owner shall make prompt payment to the Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the Owner or the Contractor.

5.2.4 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested that the Work has been properly installed or performed in full accordance with this Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Director and Engineer shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement. The Project Director shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on accounts of the Contract Price within thirty (30) days following the Project Director's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Director less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Agreement. The Project Director's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.5 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.7 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

5.3 Withheld Payment

5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- a) Defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
- b) claims of third parties against the Owner or the Owner's property;
- c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) Evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
- e) Evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
- f) Persistent failure to carry out the Work in accordance with the Contract;
- g) Damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the Owner and the Project Director, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work is Substantially Complete, the Contractor shall submit to the Project Director a list of items to be completed or corrected. When the Project Director on the basis of an inspection determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance; and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the Owner, the Owner shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten Percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the Owner and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Agreement and this Agreement has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages

applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Director its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any, and all other parties required by the Project Director or the Owner; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by Owner the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Director's execution of a Final Certificate for Payment.

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner \$25.00 per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Agreement.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Agreement. This warranty shall survive termination of this Agreement and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Agreement.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Agreement marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Submittals shall belong to Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Project Director shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, employees and officials from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, noted in either the Scope of Work, or the Contract Documents, that are referenced and considered a part of this Agreement. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting therefrom or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 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 benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Agreement. The Project Director shall be the Owner's representative from the effective date of this Agreement until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Agreement.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic

interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Agreement.

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

8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.

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

8.1.9 The Project Director's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Agreement and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Agreement, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the

Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time - An extension of Contract Time shall not be given due to weather conditions unless such weather conditions more severe than average have caused a delay. In requesting extension of time for weather conditions; Contractor shall present complete records and such requests shall document how weather conditions delayed progress of Work.

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

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

**ARTICLE X
CHANGES IN THE WORK**

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Agreement and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Project Director, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. Only the Change Order may change the Contract Price and the Contract Time.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 If Unit Prices are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Agreement, it shall, if required by the Project Director, be uncovered for the Project Director's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Director or Owner, be uncovered for the Project Director's inspection. If such Work conforms strictly to this Agreement, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Agreement, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Agreement. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Agreement, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under this Agreement. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Agreement and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Agreement by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Agreement for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;

(d) Contract prices for labor, materials, equipment, and other services accepted under this Agreement;

(e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of this Agreement, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is

finished.

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

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

12.2.2.4 Neither the Contractor nor the Owner shall be liable to the other for any failure to perform under this Agreement to the extent that such performance is prevented by an act of God, war, riots, natural catastrophe, strikes, lockouts, labor disputes, or other event(s) beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; providing that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration; (b) promptly remedied or mitigated the effect of the occurrence to the extent possible; and (c) resumed performance as soon as possible.

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by 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 Agreement.

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

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

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

The Contractor shall maintain, throughout the duration of the awarded Contract, Builders Risk insurance, property insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and

cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

The Contractor shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

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

ARTICLE XIV MISCELLANEOUS

14.1 Governing Law & Venue

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

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. The Contractor shall not assign this Agreement without written consent of the Owner.

14.3 Surety Bonds

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such Bonds. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

14.4 Safety of Persons and Property

14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor report thereof shall be made immediately to the Engineer.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

14.5 Authority to Execute

14.5.1 Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment

because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

16.1.6 The Contractor agrees to insert in any Subcontract under this Agreement the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVII PUBLIC RECORDS

17.1 Public Records

17.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act

on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

17.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion

Owner:

St. Johns County, FL (Seal)

(Typed Name)

By: _____
Signature of Authorized Representative

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM
Printed Name

Purchasing Manager
Title

Date of Execution

Contractor:

C.C. Borden Constructions, Inc.

(Typed Name)

By: _____
Signature of Authorized Representative

Printed Name & Title

Date of Execution

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Deputy County Attorney

Date of Execution



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

August 12, 2019

RE: Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion

Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to C.C. Borden Construction Inc., as the lowest responsive, responsible bidder for Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 9:00 AM, Thursday, August 15, 2019.

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.

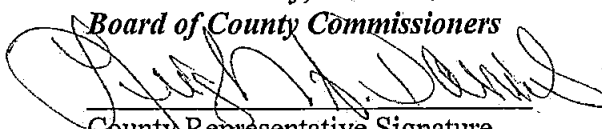
Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award and execute a contract.

Please forward all correspondence, requests or inquiries directly to Leigh Daniels, CCPB, Procurement Supervisor, at ldaniels@sjcfl.us.

Sincerely,

St. Johns County, FL

Board of County Commissioners


County Representative Signature

Date: 8/12/19

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



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: Bill Freeman, P.E., Chief Engineer, Public Works Department
FROM: Leigh A. Daniels, CPPB, Procurement Supervisor *[Signature]*
SUBJECT: Bid No. 19-76, SJC Utility Department Administration Building Expansion
DATE: August 7, 2019

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

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

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

Department Head Approval *Willie H. Free*
Date *8/9/19*
Budget Amount *\$ 2m*
Account Funding Title *Unrestricted Res. Capital Projects*
Funding Charge Code *4488-56302-626456302*
Award to *CC BORDEN CONSTRUCTION INC.*
Award Amount *\$ 1,739,104⁰⁰*

**ST. JOHNS COUNTY
BID TABULATION**

LD
LEIGH DANIELS
SHELLY VONGCHANTA

BID TITLE ST. JOHNS COUNTY UTILITY DEPARTMENT
ADMINISTRATON BUILDING EXPANSION

BID NUMBER 19-76

OPENING DATE/TIME August 7, 2019 2:00 PM

POSTING DATE/TIME FROM 08/07/19 UNTIL 08/12/19
3:00 PM 3:00 PM

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

PAGE (S) 1 of 1

BIDDERS	BASE BID LUMP SUM BID PRICE	ALTERNATE # 1 INTERIOR RENOVATION OF EXISTING CUSTOMER SERVICE AREA LUMP SUM PRICE	ALTERNATE # 2 LANDSCAPE AND CIVIL WORK LUMP SUM PRICE	ALTERNATE # 3 WHITE NOISE SYSTEM LUMP SUM BID PRICE	BID BOND	ADDENDUM # 1, # 2 & # 3	Mobile Storage Shelving
GM Hill Engineering, Inc	\$2,141,523.00	\$219,233.00	\$94,647.00	\$69,195.00	Yes	Yes	\$57,400.00
KBT Contracting Corp.	\$1,710,180.00	\$189,219.00	\$91,300.00	\$7,400.00	Yes	Yes	\$39,300.00
CC Borden Construction Inc.	\$1,497,121.00	\$153,760.00	\$79,570.00	\$8,653.00	Yes	Yes	\$43,230.00
E Vaughn Rivers, Inc.	\$1,709,000.00	\$263,000.00	\$239,000.00	\$9,500.00	Yes	Yes	\$39,300.00
Bush Construction Company, Inc.	\$1,565,063.00	\$261,167.00	\$157,758.00	\$4,505.00	Yes	Yes	\$39,300.00
STG Contracting Group, Inc.	\$1,627,000.00	\$242,000.00	\$90,000.00	\$8,000.00	Yes	Yes	\$39,300.00

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

[Signature]
LEIGH DANIELS
SHELLY VONGCHANTA *[Signature]*

BID TITLE ST. JOHNS COUNTY UTILITY DEPARTMENT
ADMINISTRATON BUILDING EXPANSION

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

BID NUMBER 19-76
OPENING DATE/TIME August 7, 2019 2:00 PM

POSTING DATE/TIME FROM 08/07/19 UNTIL 08/12/19
3:00 PM 3:00 PM

PAGE (S) 1 of 1

BIDDERS	BASE BID LUMP SUM BID PRICE	ALTERNATE # 1 INTERIOR RENOVATION OF EXISTING CUSTOMER SERVICE AREA LUMP SUM PRICE	ALTERNATE # 2 LANDSCAPE AND CIVIL WORK LUMP SUM PRICE	ALTERNATE # 3 WHITE NOISE SYSTEM LUMP SUM BID PRICE	BID BOND	ADDENDUM # 1, # 2 & # 3	Mobile Storage Shelving
F&G Construction General Contractors, Inc.	\$1,549,000.00	\$215,000.00	\$122,000.00	\$4,875.00	Yes	Yes to Addendum #1 & #2 No to Addendum #3	\$20,000.00
ACON Construction Company, Inc.	\$1,539,000.00	\$236,900.00	\$126,000.00	\$4,800.00	Yes	Yes	\$39,300.00
DiMare Construction, Inc.	\$1,567,000.00	\$263,700.00	\$179,000.00	\$9,300.00	Yes	Yes	\$43,000.00
Thomas May Construction Company	\$1,580,000.00	\$303,850.00	\$137,000.00	\$9,500.00	Yes	Yes	\$39,300.00
Core Construction Company of Jax Inc.	\$1,620,000.00	\$185,000.00	\$200,000.00	\$15,000.00	Yes	Yes	No Price
Gray Construction Services, Inc.	\$1,613,963.00	\$212,564.00	\$126,631.00	\$9,215.00	Yes	Yes	\$39,300.00

BID AWARD DATE - _____

Copy

BID NO: 19-76

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

PROJECT: ST. JOHNS COUNTY UTILITY DEPARTMENT ADMINISTRATION BUILDING
EXPANSION

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

DATE SUBMITTED: 8-7-2019

BID PROPOSAL OF

C.C. Borden Construction, Inc.

Full Legal Company Name

1019 Rosselle Street

904-354-3458

904-354-4770

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: 19-76; St. Johns County Utility Department Administration Building Expansion 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 PRICE: The Base Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications named SJC Utility Department Addition.

\$ 1,497,121
Lump Sum Bid Price (Numerical)

one million four hundred ninety seven thousand one hundred twenty one /100 Dollars
Lump Sum Bid Price (Amount written or typed in words)

Price included in the bid price (see Item # 12 in Addendum # 1) for Mobile Storage Shelving Only

Mobile Storage Shelving Price \$ 43,230.00
(Amount written or typed in words)

ALTERNATE #1 BID PRICE: The pricing for Alternate #1 shall be for the lump sum amount to be added to the base bid amount to includes the interior renovation of existing customer service area including mechanical, electrical, and architectural documents. Alternate # 1 project will be added only if there is adequate funding.

\$ 153,760
Alternate # 1 Lump Sum Amount (Numerical)

one hundred fifty three thousand seven hundred and sixty /100 Dollars
Lump Sum Amount (Amount written or typed in words)

BID NO: 19-76

ALTERNATE #2 BID PRICE: The pricing for Alternate #2 shall be for the lump sum amount to be added to the base bid amount to Landscape and Civil work as indicated on Civil Drawings. Alternate # 2 project will be added only if there is adequate funding.

\$ 79,570.00
Alternate # 2 Lump Sum Amount (Numerical)

seventy nine thousand five hundred seventy /100 Dollars
Lump Sum Amount (Amount written or typed in words)

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

ALTERNATE #3 BID PRICE: The pricing for Alternate #3 shall be for the lump sum amount to be added to the base bid amount for the purchase of White Noise System. Alternate # 3 project will be added only if there is adequate funding.

\$ 8,653.00
Alternate # 3 Lump Sum Amount (Numerical)

eight thousand six hundred fifty three /100 Dollars
Lump Sum Amount (Amount written or typed in words)

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

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

No.: 1 Date Received: 7-18-2019

No.: 2 Date Received: 7-25-2019

No.: 3 Date Received: 7-30-2019

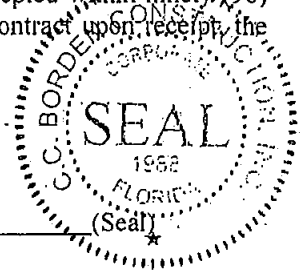
We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction, examined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

BID NO: 19-76

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 Lump-Sum 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 thirty (30) 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: C.C. Borden Construction, Inc.

By: *Camille C. Borden* Camille C. Borden, President
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 1019 Rosselle Street, Jacksonville, FL 32204
Telephone No.: (904) 354-3458 Fax No.: (904) 354-4770

Email Address for Authorized Company Representative: ccborden@ccborden.com
Federal I.D. Tax Number: 59-2911644 DUNS #: 18-857-4990
(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" – Experience of Bidder Form
 - Attachment "I" – Drug Free Workplace Form
 - Attachment "J" – Claims, Liens, Litigation History
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" 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: 19-76

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 Camille C. Borden who being duly sworn, deposes and says he is President (Title) of the firm of C.C. Borden Construction, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-76: St. Johns County Utility Department Administration Building Expansion, in St. Johns County, Florida.

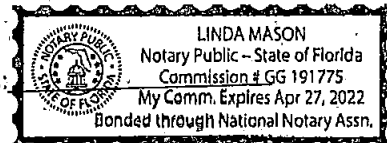
The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, 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.

C.C. Borden Construction, Inc.
(Bidder)
By: Camille C. Borden
Camille C. Borden, President
(Title)

Sworn and subscribed to me this 2 day
of August, 2019.

Notary Public:
Linda Mason
Signature
LINDA MASON
Printed

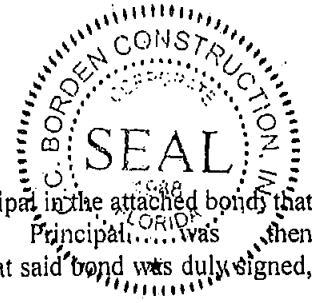
My commission Expires:



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

BID NO: 19-76

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL



I, Camille C. Borden, certify that I am the Secretary of the Corporation named as Principal in the attached bond that Camille C. Borden who signed the said bond on behalf of the Principal, was then President 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 its governing body.

Camille C. Borden

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

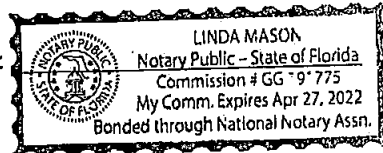
Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Camille C. Borden to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Corporation and that he has been authorized by CC Borden Construction Camille C. Borden 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 2 day of August, 2019, A.D.

NOTARY PUBLIC
State of Florida-at-large

Linda Mason

My Commission Expires:



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

BID NO: 19-76

ATTACHMENT "E"

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

Project Number/Description: Bid No: 19-76: St. Johns County Utility Department Administration Building Expansion

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:

C.C. Borden Construction, Inc.

Authorized Representative(s) :

Camille C. Borden
Signature

Camille C. Borden, President
Print Name/Title

Signature

Print Name/Title

BID NO: 19-76

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: Camille C. Borden, President

C.C. Borden Construction, Inc.

Bidder:



Authorized Signature

8-7-2019

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2019

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:	
	PHONE (A/C No, Ext): 904-421-8600	FAX (A/C, No): 904-421-8601
	E-MAIL ADDRESS: Info@ghgins.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FCCI Insurance Group		10178
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CCBORDE-02
CC Borden Construction Inc.
1019 Rosselle Street
Jacksonville FL 32204

COVERAGES CERTIFICATE NUMBER: 2050873082 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL000560912	6/23/2019	6/23/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA10000332103	6/23/2019	6/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		UMB10001486602	6/23/2019	6/23/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	001WC18A57384	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Equipment Floater		CM0003139	6/23/2019	6/23/2020	Leased/Rented 50,000

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

RECEIVED

AUG 02 2019

C.C. BORDEN
CONSTRUCTION, INC.

CERTIFICATE HOLDER	CANCELLATION
St. Johns County Purchasing Department 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 <i>William R. Handaker</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.

BID NO: 19-76

ATTACHMENT "H"

EXPERIENCE OF BIDDER

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

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.

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

By: C.C. Borden Construction, Inc. 8-7-2019
Bidder: *Camille C. Borden* Date
Authorized Signature Camille C. Borden, President

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
2-7-2019	St. Johns County School District Dennis Ramharry 3740 International Golf Parkway Suite 200 St. Augustine, FL 32092 (904) 547-8157 dennis.ramharry@stjohns.k12.fl.us	\$1,087,844.00	Pacetti Bay Middle School & Switzerland Point Middle School Window Replacement & Shelter Upgrades.
6-27-2018	United States Postal Service Daniela De Rossi 2200 NW 72 Ave. Ste 228 Miami, FL 33152 daniela.derossi@usps.gov 305-470-0807	\$583,784.00	Wrightsville GA Main Post Office Rehabilitation
8-5-2018	Walmart Robyn Lindsay 2001 SE 10th Street Bentonville, AR 72716 robyn.lindsay@walmart.com 479-616-8565	\$1,161,542.00	Walmart Store No. 3348 Lake Park, FL Interior Renovations

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

Length of time in business: 31 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: _____

BID NO: 19-76

St. Johns County Board of County Commissioners

ATTACHMENT "I"

DRUG-FREE WORKPLACE FORM

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

C.C. Borden Construction, Inc. does:

Name of Firm

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

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



Signature Camille C. Borden, President

8-7-2019

Date

ATTACHMENT "J"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

- 1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
 Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____
 Name(s) of the project owner(s)/manager(s) to include address and phone number:

- 2. List all pending litigation and or arbitration. N/A
- 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. N/A
- 4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
 Yes _____ No If yes, please explain in detail:

- 6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No
 If no, please explain why? _____

- 7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

- 1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

July 18, 2019

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 19-76, St. Johns County Utility Department Administration Building Expansion

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, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

Questions:

1. Is there an estimated or set budget for Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion?
Answer: \$1.8 Million
2. I am interested in developing a proposal or requesting a RFP for furnishings. Can you direct me to the proper contact? RKR & Associated is a full service commercial office furnishings dealership representing more than 75 manufacturers.
Answer: The project out for bid is just for the structure expansion. Please contact the County's Construction Services department in regards to any additional furniture that may be needed for the project at (904) 209-0190.
3. We respectfully submit for your consideration a request to approve Tufftec Lockers Scranton products as an accepted substitute on St. Johns County Utility Department Administration Building.
Answer: St. Johns County approves Scranton Products Tufftec Lockers as a substitution.
4. Lockers Manufacturing (LockersMFG) is a locker manufacturer that offers the highest quality metal lockers which meet or exceed the specification of other metal lockers brands. We are requesting that Lockers MFG Knock Down Series Metal Lockers be approved as a substitution.
Answer: St. Johns County approves the Lockers MFG as a substitution.
5. Signage
 - a. Specs call for photopolymer or sand blast – Please clarify (or is it laser acrylic (map))?
Answer: Interior signage is to be raised text to match existing signage. Photos of existing interior signage have been provided with this addendum as an attachment.
 - b. Are the signs framed? If so, please provide spec.
Answer: The existing interior signage is not framed.
 - c. Drawing A0.53 shows sign sizes, however there is a disclaimer stating "matching existing". Please verify the sizes shown match existing signage.
Answer: All interior signage sizes are provided on A0.53. The only sign type that differs are the room identification signs. Those signs are to match the existing room identification sizes. Images have been provided for clarification. Contractor is to verify exact sizing of the existing room identification signage.
 - d. Do the small individual cube style offices in Alt 1 each get a room id?
Answer: Cubicle signage is part of the interior signage package that needs to be provided. An image of the existing cubicle signage has been provided with this addendum as an attachment.
 - e. Are there any exterior signs on the building? We didn't see anything on the elevations.
Answer: There are not any exterior signs as a part of this project scope.

f. Match to existing – can you please provide pictures or more specific specifications for matching?
Answer: Photos of existing interior signage have been provided with this addendum as an attachment.

6. The specified contract time of 150 days for the base bid is not likely achievable.

6.1. Does the owner have the need and or budget to pay for premium time and incentives to try to achieve such a schedule?

Answer: There is not an increased budget or incentives associated with this project. See 6.3 answer for schedule information.

6.2 Can there be a partial notice to proceed added to allow for procurement of shop drawings and permitting? (30-40 days)

Answer: There will not be a partial Notice to Proceed for this project.

6.3. For this building project a base contract time of 230 days, would be a more reasonable achievable schedule. Can the contract time be changed to 230 days?

Answer: The project schedule will be adjusted to 230 days. However, the 230 day contract time will start at Notice to Proceed and will extend to Substantial Completion. The Notice to Proceed will be issued at the contract execution. The first 45 days of the contract will be for permitting, submittals, and material procurement. The contractor shall not mobilize on the site until 45 days from Notice to Proceed and will be allowed 185 days on the site for construction.

6.4 Preliminary indications from the sun shade manufacture/supplier is 24 to 30 weeks for delivery. (see item 1.3)
Answer: With the extended schedule this sunshade lead time is addressed.

7. Has the building permitting process been started and will it be able to be issued without the landscaping in alternate # 2?

Answer: The permitting process has not begun and is a part of the allocated schedule. Clearance sheet and site work permit is already in hand. The contractor is only responsible for obtaining and paying for the building permit.

8. Please delineate site items shown on the civil drawings that may be need to be included in the base bid to build this building and obtain a C.O. (i.e. clearing, water, sewer, landscaping/grassing, bike rack and bench, etc.)?

Answer: Please see attached document for identification of Civil components needed to be included in the base bid.

9. Is there a sequencing requirement? Can the renovation of work in the customer service (alternate 1) are be done in conjunction with the base bid?

Answer: The base bid is to be completed prior to Add Alt #1 (interior renovation) if accepted. If Add Alt #2 is accepted, the civil/landscape work can be completed simultaneously. It is suggested that, if accepted, the new dumpster enclosure be built first to allow more space for construction staging space.

10. Can the parking area and entrance off of Four Mile Road be blocked off for use as a staging/construction area?
Answer: Please see attached document for identification of construction staging and entrance.

11. Please provide the soils report referenced in the structural drawings.

Answer: Please see attached document for referenced soils report used for this project.

12. Who is to provide the mobile storage shelving on A 2.10? Please provide specifications and/or detail of the recessed rail in the concrete floor.

Answer: The contractor is to provide the mobile high density shelving as part of the base bid, but needs to be broken out as a separate line item. The basis of design is Montel Mobilex High Density Mobile System. Technical documentation is provided by the manufacturer.

13. There are discrepancies between the architectural drawings, electrical drawings and hardware schedule on which door are to have card readers. Please clarify.

Answer: Doors 101, 102A, 108, 109, 129A, 132A, and 132B are to have card readers.

14. Please clarify if the work and card readers for doors # 132A & 132B are in the base bid or alternate #1.

Answer: Doors 101, 102A, 108, 109, 132A, and 132B are a part of Add Alt #1 and should not be included in the base bid.

15. Civil plan 4 indicates pipes on the existing building to see architectural plans for new tie in. I could not find any reference to this pipe on the architectural plans. Please clarify.

Answer: The Civil drawings indicate the wrong discipline to refer to. For tie-ins and existing HB see plumbing sheets. Sheet P1.01 shows the required coordination with Civil drawings.

16. What is in the vault reference on the civil and architectural plans to be relocated?

Answer: The survey shows a vault with a metal lid. What is in the vault is not indicated. The vault needs to be relocated so it is out of the footprint of the new building addition.

17. The Division 8 specifications do not have a wood door spec section, but per plan page A4.01 schedules & details, it shows about 118 doors are to be wood. Please advise.

Answer: Specification for wood doors have been added to the project. Refer to the attachment of specification section 08 1416.

18. Who will be responsible for moving the shelving in the records room?

Answer: St. Johns County will be responsible for moving the shelving in the existing records room.

19. Who will be responsible for taking down the cubicles in the customer service area?

Answer: St. Johns County will contract with others to remove/relocate existing cubicles.

20. Addition of Add Alternate #3. The project has added an Add Alternate to reduce the scope of Add Alternate #1. We are removing the white noise system from Add Alternate #1 scope and making the white noise system its own Add Alternate. See updated Bid Form provided in this addendum identifying the additional Add Alternate #3.

Attachments:

Section 081416 Flush Wood Doors

Interiors Signage Photos

Civil Components Included in Base Bid Identification

Construction Staging and Entrance Plan

Project Soils Report

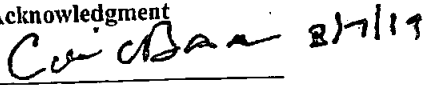
Revised Bid Form

All documents may be obtained from the County's ftp site at the following link:

<ftp://ftp.anon.sjcfl.us/ftpurch11>

THE BID DUE DATE REMAINS August 7, 2019 AT 2:00 P.M.

Acknowledgment



Signature and Date

Camille C. Borden, President

Printed Name/Title

C.C. Borden Construction, Inc.

Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Procurement Supervisor

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

July 25, 2019

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 19-76, St. Johns County Utility Department Administration Building Expansion

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, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

Questions:

1. Fluid applied vapor barrier. Please provide spec.
Answer: Fluid applied vapor barrier is per the Dryvit Outsulation Plus MD System. See details on A8.02 and manufacturers requirements.
2. Bullet resistant gypsum mesh. Please provide spec or caliber rating.
Answer: This information is provided on detail 4/A9.01. The gypsum board is not bullet resistant. There is a in-wall level 1 1/2" Kevlar or fiberglass panel. Either material is acceptable as long as the assembly is built to UL 752 standards.
3. Bulletproof windows provided by owner. Please clarify components that will be provided.
Answer: Please see details 8/A5.51 and 1/A5.52. The owner is providing the window and the frame. There is already a voice box and transaction tray a part of the system.
4. Please provide spec or equal to acceptance firms for mobile storage shelving system. Typically, they have wood overlay on slab/transition to concrete slab. Need more information.
Answer: A basis of design was provided in Addendum#1 and has been in the bidding documents for the mobile storage unit. The track has been identified as a recessed track. The track is to be flush with the finish floor. LVT is the floor finish so transition is not required.
5. Specs say handrails are painted steel. Drawings call for powder coated aluminum. Please clarify.
Answer: Handrails are powder coated aluminum.
6. Air Foil Sunshade Louvers spec states intent is to match existing. Please provide manufacture.
Answer: The sunshade is a delegated design and requires FL PE signed and sealed drawings. Manufacture can vary. Design parameters are provided in the details. See 8/A8.01.
7. Is there a soil investigation report? Please provide a copy.
Answer: The was provided in the Addendum #1 response.
8. Can a better delineation of the alternates be provided? Alternate # 2 is not clear, and alternate # 1 does not carry though to all sheets.
**Answer: Add Alt. #1 and #2 was only indicated on A2.10 in order to not have conflicting information. Add Alts are also described in the bid form. Add Alternate are as follows:
Add Alt#1- The lump sum amount to be added to the base bid amount to include the interior renovation of the existing customer service area including mechanical, electrical, and architectural documents. Add Alt #1 does NOT include the white noise system (see add alt #3)**

Add Alt#2- The pricing for Alternate #2 shall be for the lump sum amount to be added to the base bid amount for Landscape and Civil work as indicated on Civil Drawings. By Addendum #1, some Civil work has been added to the base bid in order to do the addition. There is an attachment within Addendum #1 which calls out what Civil items are now included in the base bid.

Add Alt#3- The pricing for Alternate #3 shall be for the lump sum amount to be added to the base bid amount for the purchase of White Noise System to go in the open office. Add alt #3 will only be considered if Add Alt #1 is accepted.

9. Is the densglass over CMU necessary? Dryvit had systems to be applied directly to CMU.
Answer: Where directly applied to CMU, Dryvit system utilized can be altered to remove the densglass and be direct applied.
10. Wall type 1.3 calls for fluid applied adhesive to adhere the DensGlass to the block "see detail". Densglass is to be mechanically fastened and not directly to block. See A4.51, 1.3. Seems like a lot of materials for no good reason.
Answer: See response to question 9, Dryvit Outsulation Plus MD System can be directly applied to CMU per manufacturers requirement for that exterior system.
11. Also on A8.01 there are some conflicts:
1. Detail #5 shows plywood and DensGlass with EIFS? I don't see where that may apply.
Answer: This applies to the walls at the rear of the building as the detail is tagged. The use of Plywood and DensGlass. This additional layer was added to align the exterior and interior faces of the wall. The original building detail showed 1" densglass in the wall detail. Our intent is that the interior and exterior faces align at the rear of the building.
2. Looks like most details show plywood on the roof side of the parapet and DensGlass on the EIFS side.
Answer: That is correct however, as mentioned in the response to question 9, a direct applied installation is available with the Dryvit Outsulation Plus MD System. The DensGlass on the EIFS side does not need to be provided in the direct applied application.
12. Some wall type say 1hr on A4.51, then in the column for assembly states "prescriptive"? I see 2.7, they want to rate the steel column, 2.6 backs up to an existing stair and elec. Room. Please clarify.
Answer: Where called for, there is a 1-hr assembly requirement which will be met through a prescriptive method verses predetermined UL Assemblies. Wall ratings need to be provided as indicated on A0.51.
13. Is there any reason for the columns below the roof line to be galvanized? Specially the columns that break at the deck like in detail 3/S5.00.
Answer: The steel columns do not need to be galvanized below the roof deck.
14. Should the metal decking be ventilated? GAF does not recommend poured concrete decks over non-ventilated decking due to vapor trapping
Answer: Yes. The metal decking shall be 1.5 VLR20 galvanized ventilated floor decking. See attached revised sheets.
15. Since the roof is only until a second floor is built, could a 45mil TPO be used? And a shorter warranty? This would just save the County money since it will be torn off in the future.
Answer: The timeframe for the future addition is unknown currently. We need to maintain the 60 mil TPO roofing in order to maintain the quality of the roofing should the addition be built past the 45 mil TPO warranty.
16. The sidewalk on the "east side" of the building is not shown on the civil drawings. It appears to be running partially into the swale in the rear of the building. Please advise.
Answer: This sidewalk on the East side of the building addition is to be a part of Add Alt #2. If Add Alt #2 is accepted, we will have Civil adjust their drawings to accommodate the partial intrusion of the sidewalk in the new swale
17. Sheet A1.01/A2.01 appears to show an addition or sidewalk projecting from the east side of the existing building that the new sidewalk would be connecting to, but this is not shown on the civils.
Answer: See answer to question 16. If Add Alt #2 is accepted, we will have Civil update their drawing to show the sidewalk on the East side of the building.

18. Architectural plans refer to the structural plans for a sidewalk detail, but there is no sidewalk detail on the structural plans.

Answer: The notes have changed to reference Civil verses Structural. Civil drawings have already addressed sidewalk details.

19. Sheet A4.20 appears to show a stucco soffit with a cut section of 13/A8.01, however that detail is for a roof scupper. Also there is no matching pattern to the stucco ceiling on the RCP legend either. Can details of this area be given?

Answer: The soffit being referenced is NOT stucco but EIFS. Sheet A8.02 show a detail for the EIFS transition at the soffit to vertical wall intersection. Incorrect detail reference has been removed from sheet A4.20. See updated sheet attached in this addendum.

20. Reference exterior wall detail 13/A4.51, exterior wall detail 1/A6.51, and parapet detail 4/A6.51. Note exterior sheathing at details 13/A4.51 & 1/A6.51 show 5/8" Dens Glass; however, the exterior sheathing on the parapet detail 4/A6.51 show 5/8" Plywood on both the exterior side of the parapet and the roof side of the parapet. Question: Does the exterior side of the parapet receive 5/8" plywood or 5/8" Dens Glass? If plywood is required, where should the transition between plywood and dens glass be located?

Answer: See question and answer for items 9 and 10 for wall type 1.3 on A4.51. See question and response for item 11. There is DensGlass and plywood utilized on the East side of the building in order to align the exterior and interior faces of the wall. The original building detail showed 1" densglass in the wall detail. The use of plywood verses the 1" DensGlass in a way to help control costs while attaching to the existing structure. Our intent is that the interior and exterior faces align on the East side of the building.

21. Reference Window Head Detail 4/A4.01 and 8/A4.01 and not a steel "C" channel above the storefront assembly. The structural drawings do not show the "C" channel. Question: Is there a "C" channel required above windows as shown in the details listed?

Answer: The C Channel has been deleted from the referenced details. Storefront detail 4/A4.01 is to have a CFS box header. Detail 8/A4.01 will have a steel tube 9"x5"x1/4". See revised structural sheets.

22. Window Head Detail 4/A4.01 and 8/A4.01 note a steel "C" channel above the storefront assembly and references to see the structural drawings. The structural drawings do not show the "C" channel. Is there a "C" channel required above windows as shown in the details listed? If not what type of header is needed?

Answer: The C Channel has been deleted from the referenced details and replaced with a steel tube. See updated structural drawings.

23. Building Detail 8/A8.01 indicates contractor is to provide the required structural support for Aluminum Sun Control canopy. Structural drawings do not provide any details and do not indicate any consideration for support of Sun Control canopies. Please confirm structure, columns and beams, has adequate capacity to support the added vertical and horizontal loads from Sun Control Canopy. Also, please indicate anticipated method of support.
Answer: A steel tube has been added to the details and structural drawings. The sun shade is a delegated design and requires a FL PE to sign and seal. With the addition of the steel tube as the head condition at the storefronts and the already shown steel columns, the structure provided in the base bid is adequate to accommodate the sun shade.

24. In reference to window head detail 4/A4.01 and 8/A4.01 and not a steel "C" channel above the storefront assembly. The structural drawings do not show the "C" channel. Is there a "C" channel required above the windows as shown in the details listed?

Answer: The C Channel has been deleted from the referenced details. A steel tube was added in its place. See revised structural sheets for header information.

25. Does the Alternate A# 1 include the open office area 107 and work space area 108 as part of the customer service area 103?

Answer: Yes. Refer to A2.10 for identification of limits to Add Alt #1

26. Please verify the existing fire alarm system manufacturer.

Answer: Cintas is the existing fire alarm manufacturer.

Additional Site Visit:

The County will have one more additional site visit on Friday, July 26, 2019 at 11:00 AM if a contractor or sub-contractor will would to visit the site.

Attachments:

Revised Bid Form # 2

A4.01

A4.10

A4.20

A4.51

A6.10

A6.51

A8.01

A8.02

S1.10

S2.00

S5.00

S6.00

THE BID DUE DATE REMAINS August 7, 2019 AT 2:00 P.M.

Acknowledgment

Camille C. Borden 3/7/15

Signature and Date

Camille C. Borden, President

Printed Name/Title

C.C. Borden Construction, 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

ADDENDUM #3

July 30, 2019

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 19-76, St. Johns County Utility Department Administration Building Expansion

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, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

Additional Site Visit:

The County will have one more additional site visit on Wednesday, July 31, 2019 at 2:00 PM if a contractor or sub-contractor will would to visit the site.

THE BID DUE DATE REMAINS August 7, 2019 AT 2:00 P.M.

Acknowledgment

C. C. Borden 8/7/19

Signature and Date

Camille C. Borden, President

Printed Name/Title

C.C. Borden Construction, Inc.
Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Procurement Supervisor

END OF ADDENDUM NO. 3

BID NO: 19-76

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that CC Borden Construction, Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of 5% of Bid Dollars (\$ 5% of bid) 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 August 7, 2019.

For

ST. JOHNS COUNTY UTILITY DEPARTMENT ADMINISTRATION BUILDING EXPANSION

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 7th day of August A.D., 2019, 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.

RECEIVED

AUG 02 2019

C.C. BORDEN
CONSTRUCTION, INC.

BID NO: 19-76

WITNESSES:

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

WITNESSES:

Celi C. Borden
Secretary

Camille C. Borden
sec./treas.

Camille C. Borden, President
PRINCIPAL:

CC Borden Construction, Inc.

NAME OF FIRM:

Celi C Borden

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President

TITLE

1019 Rosselle Street

BUSINESS ADDRESS

Jacksonville

FL

CITY

STATE

Fidelity and Deposit Company of Maryland

SURETY:

William R. Hardaker

CORPORATE SURETY

William Hardaker

ATTORNEY-IN-FACT (AFFIX SEAL)

1000 Riverside Ave Ste 500

BUSINESS ADDRESS

Jacksonville

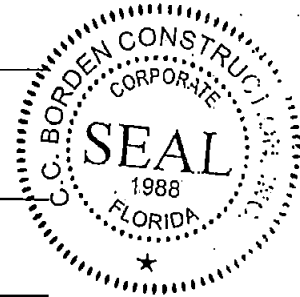
FL

CITY

STATE

GHG Insurance

NAME OF LOCAL INSURANCE AGENCY



WITNESS:

Hayley Spruis

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William R. HARDAKER, Edra Ann WALLER and Nick NAPOLEON, all of Jacksonville, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of September, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

David McVicker
Vice President
David McVicker

State of Maryland
County of Baltimore

On this 11th day of September, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of August, 2019.



Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #3

July 30, 2019

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: **Bid No. 19-76, St. Johns County Utility Department Administration Building Expansion**

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, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

Additional Site Visit:

The County will have one more additional site visit on Wednesday, July 31, 2019 at 2:00 PM if a contractor or sub-contractor will would to visit the site.

THE BID DUE DATE REMAINS August 7, 2019 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

ADDENDUM #2

July 25, 2019

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 19-76, St. Johns County Utility Department Administration Building Expansion

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, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

Questions:

1. Fluid applied vapor barrier. Please provide spec.
Answer: Fluid applied vapor barrier is per the Dryvit Outsulation Plus MD System. See details on A8.02 and manufacturers requirements.
2. Bullet resistant gypsum mesh. Please provide spec or caliber rating.
Answer: This information is provided on detail 4/A9.01. The gypsum board is not bullet resistant. There is a in-wall level 1 1/4" Kevlar or fiberglass panel. Either material is acceptable as long as the assembly is built to UL 752 standards.
3. Bulletproof windows provided by owner. Please clarify components that will be provided.
Answer: Please see details 8/A5.51 and 1/A5.52. The owner is providing the window and the frame. There is already a voice box and transaction tray a part of the system.
4. Please provide spec or equal to acceptance firms for mobile storage shelving system. Typically, they have wood overlay on slab/transition to concrete slab. Need more information.
Answer: A basis of design was provided in Addendum#1 and has been in the bidding documents for the mobile storage unit. The track has been identified as a recessed track. The track is to be flush with the finish floor. LVT is the floor finish so transition is not required.
5. Specs say handrails are painted steel. Drawings call for powder coated aluminum. Please clarify.
Answer: Handrails are powder coated aluminum.
6. Air Foil Sunshade Louvers spec states intent is to match existing. Please provide manufacture.
Answer: The sunshade is a delegated design and requires FL PE signed and sealed drawings. Manufacture can vary. Design parameters are provided in the details. See 8/A8.01.
7. Is there a soil investigation report? Please provide a copy.
Answer: The was provided in the Addendum #1 response.
8. Can a better delineation of the alternates be provided? Alternate # 2 is not clear, and alternate # 1 does not carry through to all sheets.
**Answer: Add Alt. #1 and #2 was only indicated on A2.10 in order to not have conflicting information. Add Alts are also described in the bid form. Add Alternate are as follows:
Add Alt#1- The lump sum amount to be added to the base bid amount to include the interior renovation of the existing customer service area including mechanical, electrical, and architectural documents. Add Alt #1 does NOT include the white noise system (see add alt #3)**

Add Alt#2- The pricing for Alternate #2 shall be for the lump sum amount to be added to the base bid amount for Landscape and Civil work as indicated on Civil Drawings. By Addendum #1, some Civil work has been added to the base bid in order to do the addition. There is an attachment within Addendum #1 which calls out what Civil items are now included in the base bid.

Add Alt#3- The pricing for Alternate #3 shall be for the lump sum amount to be added to the base bid amount for the purchase of White Noise System to go in the open office. Add alt #3 will only be considered if Add Alt #1 is accepted.

9. Is the densglass over CMU necessary? Dryvit had systems to be applied directly to CMU.

Answer: Where directly applied to CMU, Dryvit system utilized can be altered to remove the densglass and be direct applied.

10. Wall type 1.3 calls for fluid applied adhesive to adhere the DensGlass to the block "see detail". Densglass is to be mechanically fastened and not directly to block. See A4.51, 1.3. Seems like a lot of materials for no good reason.

Answer: See response to question 9. Dryvit Outsulation Plus MD System can be directly applied to CMU per manufacturers requirement for that exterior system.

11. Also on A8.01 there are some conflicts:

1. Detail #5 shows plywood and DensGlass with EIFS? I don't see where that may apply.

Answer: This applies to the walls at the rear of the building as the detail is tagged. The use of Plywood and DensGlass. This additional layer was added to align the exterior and interior faces of the wall. The original building detail showed 1" densglass in the wall detail. Our intent is that the interior and exterior faces align at the rear of the building.

2. Looks like most details show plywood on the roof side of the parapet and DensGlass on the EIFS side.

Answer: That is correct however, as mentioned in the response to question 9, a direct applied installation is available with the Dryvit Outsulation Plus MD System. The DensGlass on the EIFS side does not need to be provided in the direct applied application.

12. Some wall type say 1hr on A4.51, then in the column for assembly states "prescriptive"? I see 2.7, they want to rate the steel column, 2.6 backs up to an existing stair and elec. Room. Please clarify.

Answer: Where called for, there is a 1-hr assembly requirement which will be met through a prescriptive method verses predetermined UL Assemblies. Wall ratings need to be provided as indicated on A0.51.

13. Is there any reason for the columns below the roof line to be galvanized? Specially the columns that break at the deck like in detail 3/S5.00.

Answer: The steel columns do not need to be galvanized below the roof deck.

14. Should the metal decking be ventilated? GAF does not recommend poured concrete decks over non-ventilated decking due to vapor trapping

Answer: Yes. The metal decking shall be 1.5 VLR20 galvanized ventilated floor decking. See attached revised sheets.

15. Since the roof is only until a second floor is built, could a 45mil TPO be used? And a shorter warranty? This would just save the County money since it will be torn off in the future.

Answer: The timeframe for the future addition is unknown currently. We need to maintain the 60 mil TPO roofing in order to maintain the quality of the roofing should the addition be built past the 45 mil TPO warranty.

16. The sidewalk on the "east side" of the building is not shown on the civil drawings. It appears to be running partially into the swale in the rear of the building. Please advise.

Answer: This sidewalk on the East side of the building addition is to be a part of Add Alt #2. If Add Alt #2 is accepted, we will have Civil adjust their drawings to accommodate the partial intrusion of the sidewalk in the new swale

17. Sheet A1.01/A2.01 appears to show an addition or sidewalk projecting from the east side of the existing building that the new sidewalk would be connecting to, but this is not shown on the civils.

Answer: See answer to question 16. If Add Alt #2 is accepted, we will have Civil update their drawing to show the sidewalk on the East side of the building.

18. Architectural plans refer to the structural plans for a sidewalk detail, but there is no sidewalk detail on the structural plans.

Answer: The notes have changed to reference Civil versus Structural. Civil drawings have already addressed sidewalk details.

19. Sheet A4.20 appears to show a stucco soffit with a cut section of 13/A8.01, however that detail is for a roof scupper. Also there is no matching pattern to the stucco ceiling on the RCP legend either. Can details of this area be given?

Answer: The soffit being referenced is NOT stucco but EIFS. Sheet A8.02 show a detail for the EIFS transition at the soffit to vertical wall intersection. Incorrect detail reference has been removed from sheet A4.20. See updated sheet attached in this addendum.

20. Reference exterior wall detail 13/A4.51, exterior wall detail 1/A6.51, and parapet detail 4/A6.51. Note exterior sheathing at details 13/A4.51 & 1/A6.51 show 5/8" Dens Glass; however, the exterior sheathing on the parapet detail 4/A6.51 show 5/8" Plywood on both the exterior side of the parapet and the roof side of the parapet. Question: Does the exterior side of the parapet receive 5/8" plywood or 5/8" Dens Glass? If plywood is required, where should the transition between plywood and dens glass be located?

Answer: See question and answer for items 9 and 10 for wall type 1.3 on A4.51. See question and response for item 11. There is DensGlass and plywood utilized on the East side of the building in order to align the exterior and interior faces of the wall. The original building detail showed 1" densglass in the wall detail. The use of plywood versus the 1" DensGlass in a way to help control costs while attaching to the existing structure. Our intent is that the interior and exterior faces align on the East side of the building.

21. Reference Window Head Detail 4/A4.01 and 8/A4.01 and not a steel "C" channel above the storefront assembly. The structural drawings do not show the "C" channel. Question: Is there a "C" channel required above windows as shown in the details listed?

Answer: The C Channel has been deleted from the referenced details. Storefront detail 4/A4.01 is to have a CFS box header. Detail 8/A4.01 will have a steel tube 9"x5"x1/4". See revised structural sheets.

22. Window Head Detail 4/A4.01 and 8/A4.01 note a steel "C" channel above the storefront assembly and references to see the structural drawings. The structural drawings do not show the "C" channel. Is there a "C" channel required above windows as shown in the details listed? If not what type of header is needed?

Answer: The C Channel has been deleted from the referenced details and replaced with a steel tube. See updated structural drawings.

23. Building Detail 8/A8.01 indicates contractor is to provide the required structural support for Aluminum Sun Control canopy. Structural drawings do not provide any details and do not indicate any consideration for support of Sun Control canopies. Please confirm structure, columns and beams, has adequate capacity to support the added vertical and horizontal loads from Sun Control Canopy. Also, please indicate anticipated method of support.

Answer: A steel tube has been added to the details and structural drawings. The sun shade is a delegated design and requires a FL PE to sign and seal. With the addition of the steel tube as the head condition at the storefronts and the already shown steel columns, the structure provided in the base bid is adequate to accommodate the sun shade.

24. In reference to window head detail 4/A4.01 and 8/A4.01 and not a steel "C" channel above the storefront assembly. The structural drawings do not show the "C" channel. Is there a "C" channel required above the windows as shown in the details listed?

Answer: The C Channel has been deleted from the referenced details. A steel tube was added in its place. See revised structural sheets for header information.

25. Does the Alternate A# 1 include the open office area 107 and work space area 108 as part of the customer service area 103?

Answer: Yes. Refer to A2.10 for identification of limits to Add Alt #1

26. Please verify the existing fire alarm system manufacturer.

Answer: Cintas is the existing fire alarm manufacturer.

Additional Site Visit:

The County will have one more additional site visit on Friday, July 26, 2019 at 11:00 AM if a contractor or sub-contractor will would to visit the site.

Attachments:

Revised Bid Form # 2

A4.01

A4.10

A4.20

A4.51

A6.10

A6.51

A8.01

A8.02

S1.10

S2.00

S5.00

S6.00

THE BID DUE DATE REMAINS August 7, 2019 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

BID NO: 19-76

**OFFICIAL COUNTY BID FORM (REVISED #2)
ST. JOHNS COUNTY, FLORIDA**

**PROJECT: ST. JOHNS COUNTY UTILITY DEPARTMENT ADMINISTRATION BUILDING
EXPANSION**

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: 19-76; St. Johns County Utility Department Administration Building Expansion 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 PRICE: The Base Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications named SJC Utility Department Addition.

\$ _____

Lump Sum Bid Price (Numerical)

/100 Dollars

Lump Sum Bid Price (Amount written or typed in words)

Price included in the bid price (see Item # 12 in Addendum # 1) for Mobile Storage Shelving Only

Mobile Storage Shelving Price \$ _____

(Amount written or typed in words)

ALTERNATE #1 BID PRICE: The pricing for Alternate #1 shall be for the lump sum amount to be added to the base bid amount to includes the interior renovation of existing customer service area including mechanical, electrical, and architectural documents. Alternate # 1 project will be added only if there is adequate funding.

\$ _____

Alternate # 1 Lump Sum Amount (Numerical)

/100 Dollars

Lump Sum Amount (Amount written or typed in words)

BID NO: 19-76

ALTERNATE #2 BID PRICE: The pricing for Alternate #2 shall be for the lump sum amount to be added to the base bid amount to Landscape and Civil work as indicated on Civil Drawings. Alternate # 2 project will be added only if there is adequate funding.

\$ _____
Alternate # 2 Lump Sum Amount (Numerical)

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

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

ALTERNATE #3 BID PRICE: The pricing for Alternate #3 shall be for the lump sum amount to be added to the base bid amount for the purchase of White Noise System. Alternate # 3 project will be added only if there is adequate funding.

\$ _____
Alternate # 3 Lump Sum Amount (Numerical)

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

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

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.

BID NO: 19-76

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 Lump Sum 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)

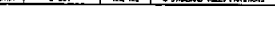
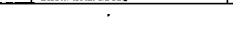
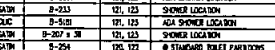
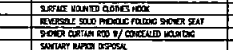
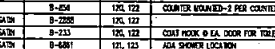
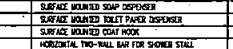
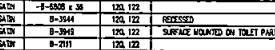
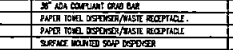
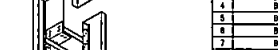
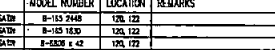
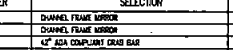
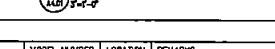
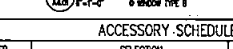
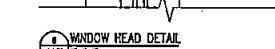
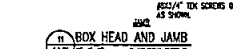
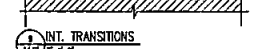
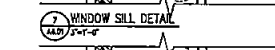
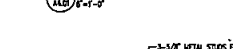
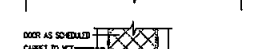
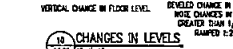
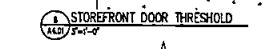
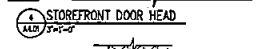
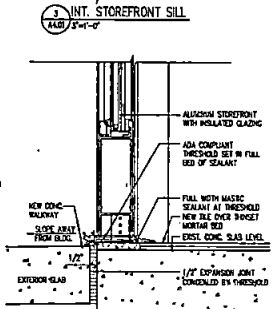
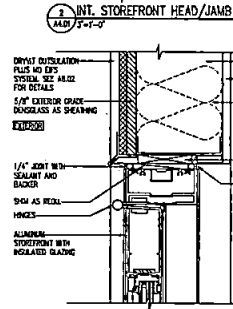
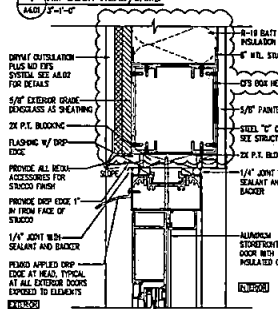
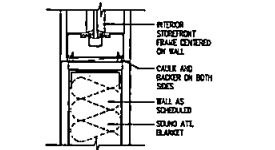
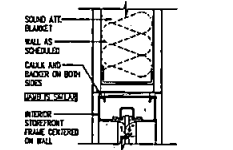
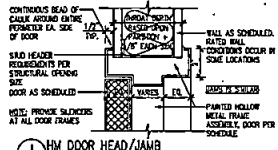
INDIVIDUAL

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

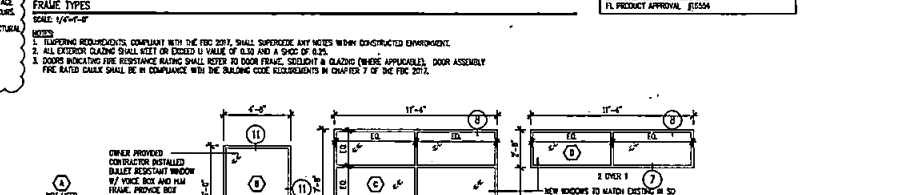
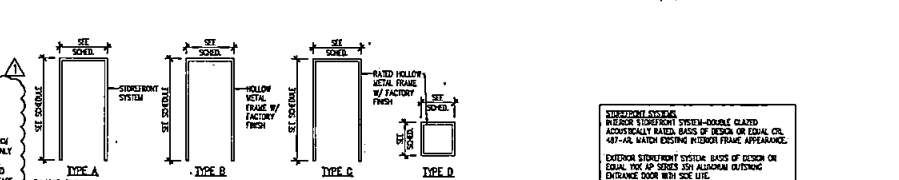
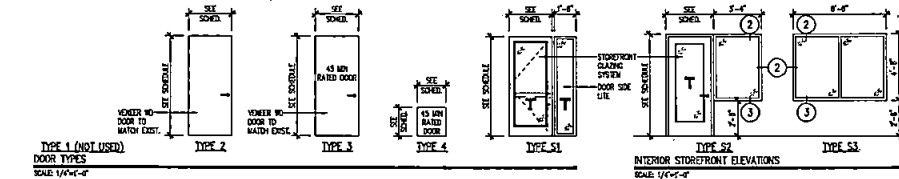
Address: _____
Telephone No.: (____) _____ Fax No.: _____
Email Address: _____
Federal I.D. Tax Number: _____

- 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" – Experience of Bidder Form
 - Attachment "I" – Drug Free Workplace Form
 - Attachment "J" – Claims, Liens, Litigation History
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" 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.



DOOR SIZE		DOOR		FRAME		HARDWARE		REMARKS		FIRE RATING		
MARK	WIDTH	HEIGHT	# OF LEAVES	TYPE	MATERIAL	MATERIAL	HEAD	JAMB	SILL/THRESHOLD	HARDWARE	REMARKS	FIRE RATING
EXIST. (10)	3'-0"	7'-0"	1	EXISTING	-	-	-	-	-	002	EXIST. DOOR W/ NEW CR-EXTERIOR SIDE	-
EXIST. (102A)	3'-0"	7'-0"	1	EXISTING	-	-	-	-	-	002	EXIST. DOOR W/ NEW CR-EXTERIOR SIDE	-
107	3'-0"	7'-0"	1	S2	ALUM	A	HU	1/AA.01	1/AA.01	001A	24" x 36" VISION LITE IN DOOR	-
108	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	003	SMOKE PARTITION W/ CR PUSH SIDE	-
109	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	004	-	-
111	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	005	SMOKE PARTITION	-
112	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	007	-	-
113	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	007	-	-
114	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	007	-	-
115	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	007	-	-
118	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	005	SMOKE PARTITION	-
117	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	007	-	-
118	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	007	-	-
119	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	007	-	-
120A	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	010	SMOKE PARTITION	-
120B	2'-0"	2'-0"	1	4	HU	D	HW	-	-	011	ACCESS DOOR IN CEILING	45 MN
121	2'-0"	2'-0"	1	4	HU	D	HW	-	-	011	ACCESS DOOR IN CEILING	45 MN
122A	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	010	SMOKE PARTITION	-
122B	2'-0"	2'-0"	1	4	HU	D	HW	-	-	011	ACCESS DOOR IN CEILING	45 MN
123	2'-0"	2'-0"	1	4	HU	D	HW	-	-	011	ACCESS DOOR IN CEILING	45 MN
124	3'-0"	7'-0"	2	2	WD	B	HW	1/AA.01	1/AA.01	008	SMOKE PARTITION	-
125	3'-0"	7'-0"	2	2	WD	B	HW	1/AA.01	1/AA.01	008	SMOKE PARTITION	-
126	3'-0"	7'-0"	1	3	WD	C	HW	1/AA.01	1/AA.01	009	-	-
127	3'-0"	7'-0"	1	3	WD	C	HW	1/AA.01	1/AA.01	007	-	-
128	3'-0"	7'-0"	1	2	WD	B	HW	1/AA.01	1/AA.01	008	SMOKE PARTITION	-
129A	3'-0"	7'-0"	1	5	ALUM	A	ALUM	4/AA.01	4/AA.01	001	EXTERIOR STOREFRONT ENTRY DOOR W/ CR	-
129B	2'-8"	3'-0"	1	4	HU	D	HW	-	-	011	ACCESS DOOR IN CEILING	45 MN
129C	2'-8"	3'-0"	1	4	HU	D	HW	-	-	011	ACCESS DOOR IN CEILING	45 MN
EXIST. (122A)	3'-0"	7'-0"	1	EXISTING	-	-	-	-	-	002	EXIST. DOOR W/ NEW CR-EXTERIOR SIDE	45 MN
EXIST. (122B)	3'-0"	7'-0"	1	EXISTING	-	-	-	-	-	002	EXIST. DOOR W/ NEW CR-EXTERIOR SIDE	-



ACCESSORY SCHEDULE						
ITEM	MANUFACTURER	SELECTION	FINISH	MODEL NUMBER	LOCATION	REMARKS
1	BOBICK	CHANNEL FRAME MIRROR	STAINLESS STEEL SATN	B-115 2400	121, 122	
2	BOBICK	CHANNEL FRAME MIRROR	STAINLESS STEEL SATN	B-115 1120	121, 122	
3	BOBICK	1/2" ADA COMPLIANT GRAB BAR	STAINLESS STEEL SATN	B-626 x 42	121, 122	
4	BOBICK	3/8" ADA COMPLIANT GRAB BAR	STAINLESS STEEL SATN	B-626 x 36	121, 122	
5	BOBICK	PAPER TOWEL DISPENSER/WASTE RECEPTACLE	STAINLESS STEEL SATN	B-2544	121, 122	RECESSED
6	BOBICK	PAPER TOWEL DISPENSER/WASTE RECEPTACLE	STAINLESS STEEL SATN	B-2543	121, 122	SURFACE MOUNTED ON TOILET PARTITION
7	BOBICK	SURFACE MOUNTED SOAP DISPENSER	STAINLESS STEEL SATN	B-2011	121, 122	
8	BOBICK	SURFACE MOUNTED SOAP DISPENSER	POLISHED NICKEL	B-254	121, 122	COUNTER MOUNTED-2 PER CENTER
9	BOBICK	SURFACE MOUNTED TOILET PAPER DISPENSER	STAINLESS STEEL SATN	B-2280	121, 122	
10	BOBICK	SURFACE MOUNTED CONT. PAPER	STAINLESS STEEL SATN	B-233	121, 122	COUNT. MOUNT. ON EA. DOOR FOR TOILET PARTITION
11	BOBICK	HORIZONTAL TUB-HALL BAY FOR SHOWER STALL	STAINLESS STEEL SATN	B-6801	121, 123	ADA SHOWER LOCATION
12	BOBICK	SURFACE MOUNTED CLOTHES WOOD	STAINLESS STEEL SATN	B-2513	121, 123	SHOWER LOCATION
13	BOBICK	REVERSIBLE SOLID PNEUMATIC FOLDING SHOWER SEAT	WHITE SOLID PNEUMATIC	B-3015	121, 123	ADA SHOWER LOCATION
14	BOBICK	SHOWER CURTAIN ROD W/ CONCEALED MOUNTING	STAINLESS STEEL SATN	B-2027 x 36	121, 123	SHOWER LOCATION
15	BOBICK	SANITARY PAPER DISPOSAL	STAINLESS STEEL SATN	B-254	121, 122	STANDARD TOILET PARTITIONS

FISHER KOPPENHAFFER
 ARCHITECTURE INTERIOR DESIGN
 1410 Collins Street, Suite 1000
 Jacksonville, Florida 32202
 Phone: 904.241.0077
 Fax: 904.241.0078
 Copyright License Number: AN-0000028

ST. JOHNS COUNTY
 UTILITY DEPARTMENT
 EXPANSION
 1205 STATE ROAD 16
 ST. AUGUSTINE, FLORIDA 32084

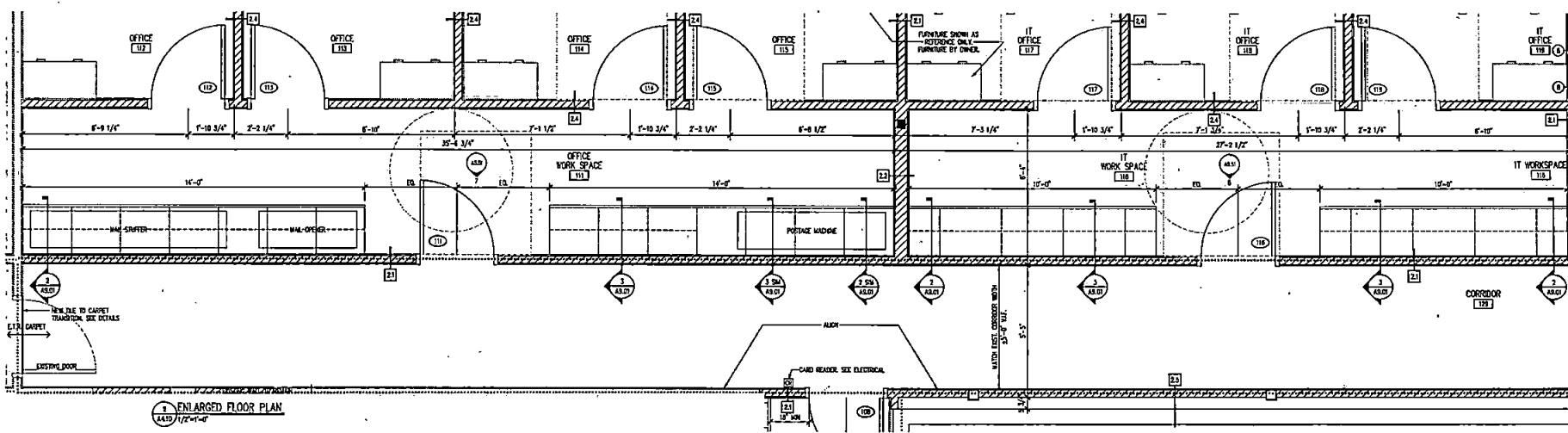
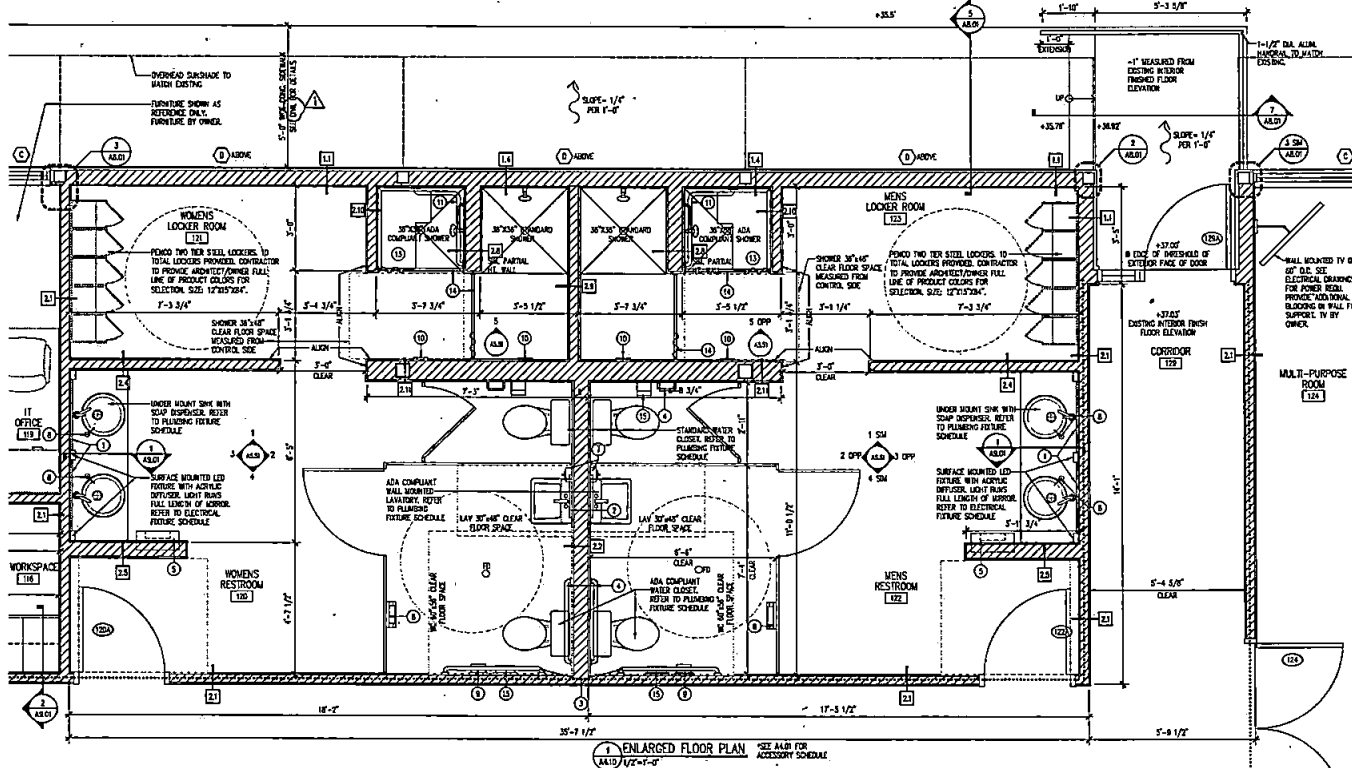
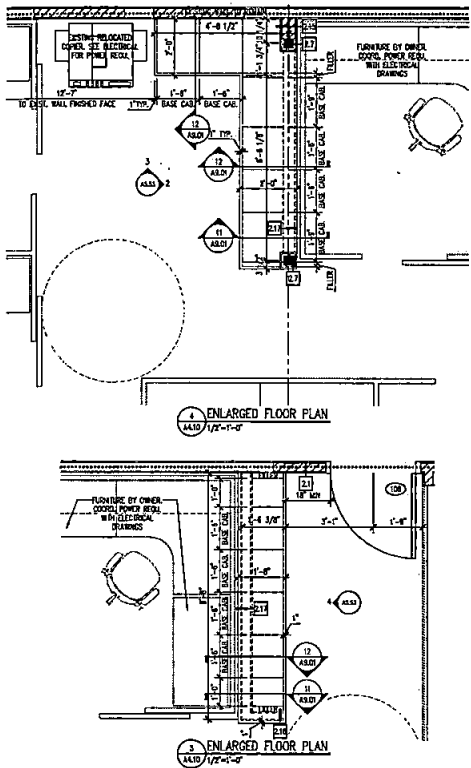
REVISIONS:
 1 1/25/19 ADD/AMM #1

SCHEDULES AND DETAILS

A4.01

BO SET

DATE: 05/23/19
 PROJECT NO.: 2018-23



FISHER KOPPENHAFFER
 ARCHITECTURE INTERIOR DESIGN
 914 Orange Grove Drive
 Jacksonville, Florida 32206
 Phone: 904.241.0000
 Fax: 904.241.0009
 Registered License Number: AAS000062

CIVIL ENGINEER
 UNDER SEPARATE COVER BY OWNER
STRUCTURAL ENGINEER
 LEU PORTNOY & ASSOCIATES, INC.
 IN FLORIDA
MEP ENGINEER
 POMELL & HUNGLE ENGINEERING, P.A.
 IN FLORIDA

ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION
 1205 STATE ROAD 16
 ST. AUGUSTINE, FLORIDA 32084

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REVISIONS:

NO.	DATE	DESCRIPTION
1	1/25/19	ADDITION #1

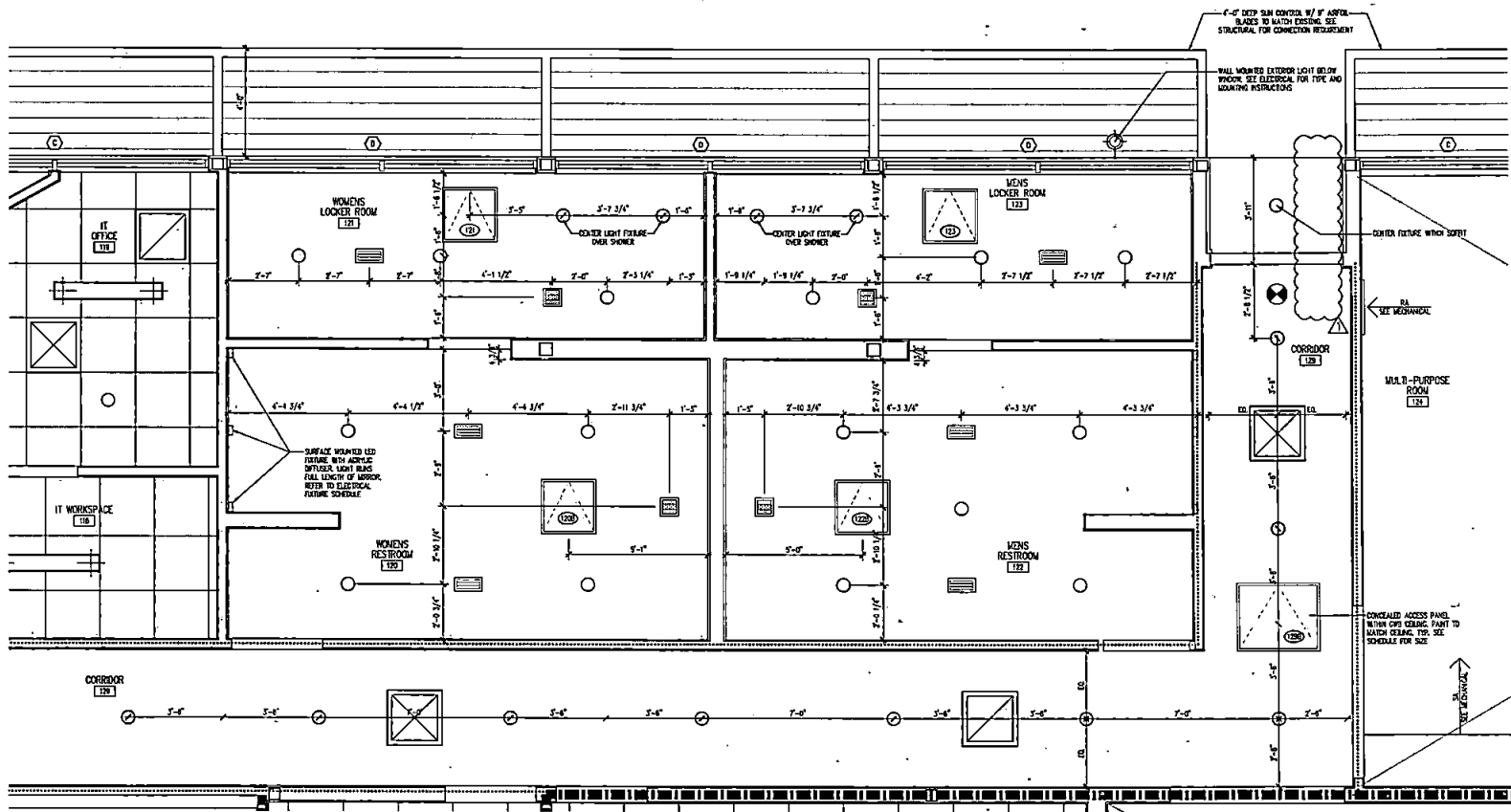
DATE: 05/23/19

ENLARGED FLOOR PLAN

DESIGNED BY: [Signature]
 PROJECT NO.: 2018-23

A4.10

BD SET



1 ENLARGED REFLECTED CEILING PLAN
SCALE 1/4" = 1'-0"

SYMBOL LEGEND	
[Symbol]	INDICATES PAINTED CHD CEILING. SEE FINISH SCHEDULE
[Symbol]	INDICATES PAINTED CORNER SOFFIT BEAMS. PAINTED TO MATCH EXTERIOR
[Symbol]	INDICATES ACOUSTIC CEILING TILES. SEE FINISH SCHEDULE
[Symbol]	1" RECESSED LIGHT FIXTURE (EXTENSION OR HORIZONTAL TYPE, SEE ELECTRICAL LEGEND)
[Symbol]	PENDANT DIRECT/INDIRECT 8'-0" LINEAR LED LIGHT FIXTURE
[Symbol]	PENDANT DIRECT/INDIRECT 8'-0" LINEAR LED LIGHT FIXTURE
[Symbol]	PENDANT DIRECT/INDIRECT 8'-0" LED LIGHT FIXTURE, ATTACHED TO STRUCTURE ABOVE
[Symbol]	RECESSED 2x4 LED LIGHT FIXTURE
[Symbol]	EXIT SIGN
[Symbol]	MECHANICAL SUPPLY DIFFUSER
[Symbol]	MECHANICAL RETURN DIFFUSER
[Symbol]	EXHAUST FAN
[Symbol]	MECHANICAL DIFFUSER
[Symbol]	SURFACE MOUNTED FIXTURE

FISHER KOPPENHAFFER
ARCHITECTURE INTERIOR DESIGN
1934 Cypress Grove Drive
Jacksonville, Florida 32216
Phone: 904.379.2000
Fax: 904.379.2009
Original License Number: AAL200006

CIVIL ENGINEER
UNDER SEPARATE COVER BY OWNER
STRUCTURAL ENGINEER
LEO PORTNOU & ASSOCIATES, INC.
in PA
MEP ENGINEER
POWELL & HINKLE ENGINEERING, P.A.
in FL

ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION
1205 STATE ROAD 16
ST. AUGUSTINE, FLORIDA 32084

THIS EXPANSION IS AN ADDITION TO THE EXISTING WORK AND IS NOT TO BE CONSIDERED AS A PART OF THE ORIGINAL WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/25/19	ADDITIONAL

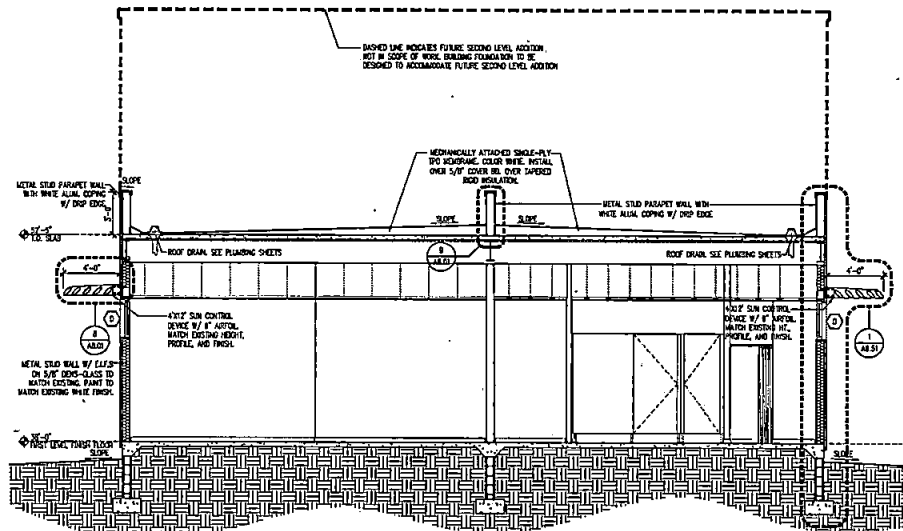
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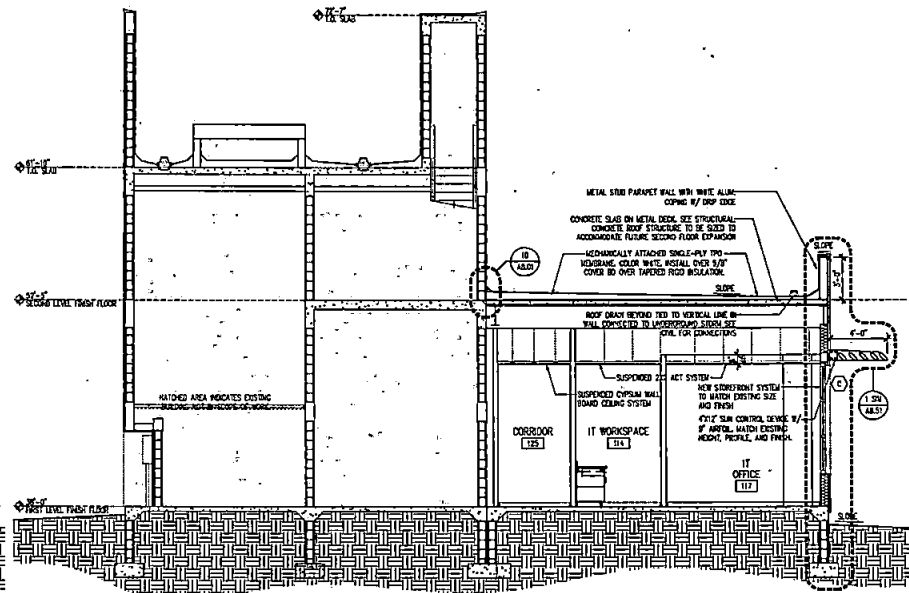
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PROJECT NO.: 2018-23

A4.20

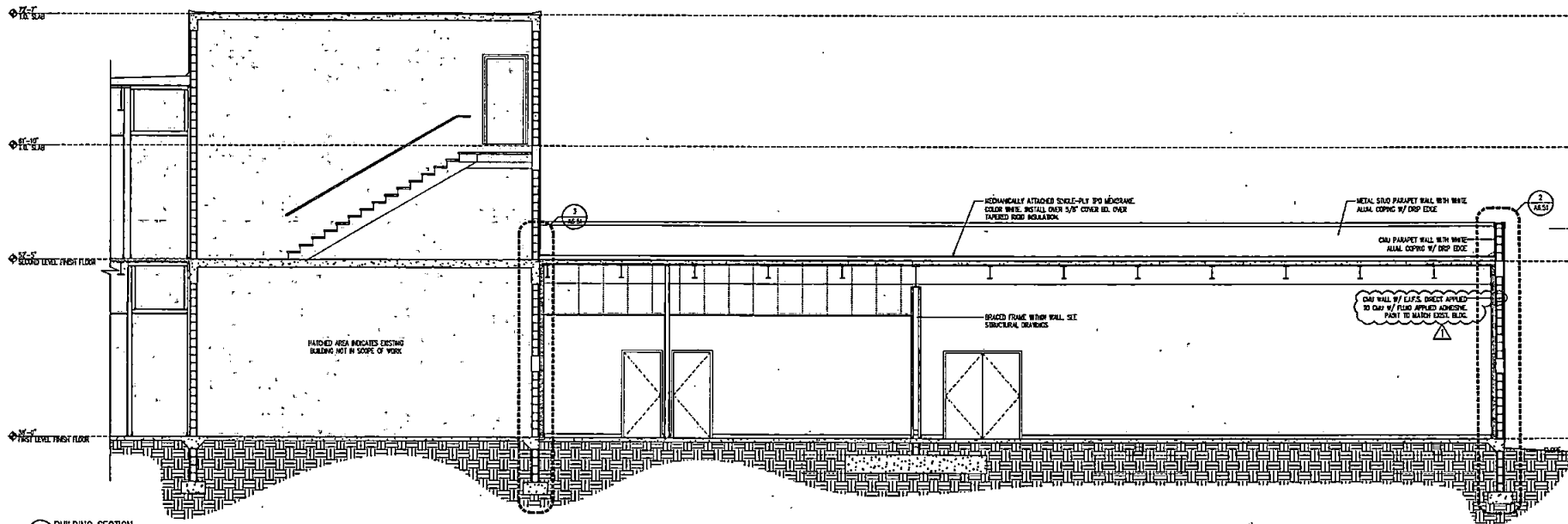
BD SET



1 BUILDING SECTION
A-B 1/4"=1'-0"



1 BUILDING SECTION
A-B 1/4"=1'-0"



2 BUILDING SECTION
A-B 1/4"=1'-0"

FISHER KOPPENHAFFER
ARCHITECTURE INTERIOR DESIGN
8101 Cypress Grove Drive
Jacksonville, Florida 32256
Phone: 904.947.1000
Fax: 904.947.1007
Corporate License Number: A00000002

CIVIL DESIGNER
UNDER SEPARATE COVER BY OWNER
STRUCTURAL ENGINEER
LOU PORTICO & ASSOCIATES, INC.
OF FIRM
MEP ENGINEER
POMELL & HENKLE ENGINEERING, P.A.
278-8177

ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION
1205 STATE ROAD 16
ST. AUGUSTINE, FLORIDA 32084

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NO.	DATE	DESCRIPTION
1	05/23/19	ISSUE FOR PERMIT

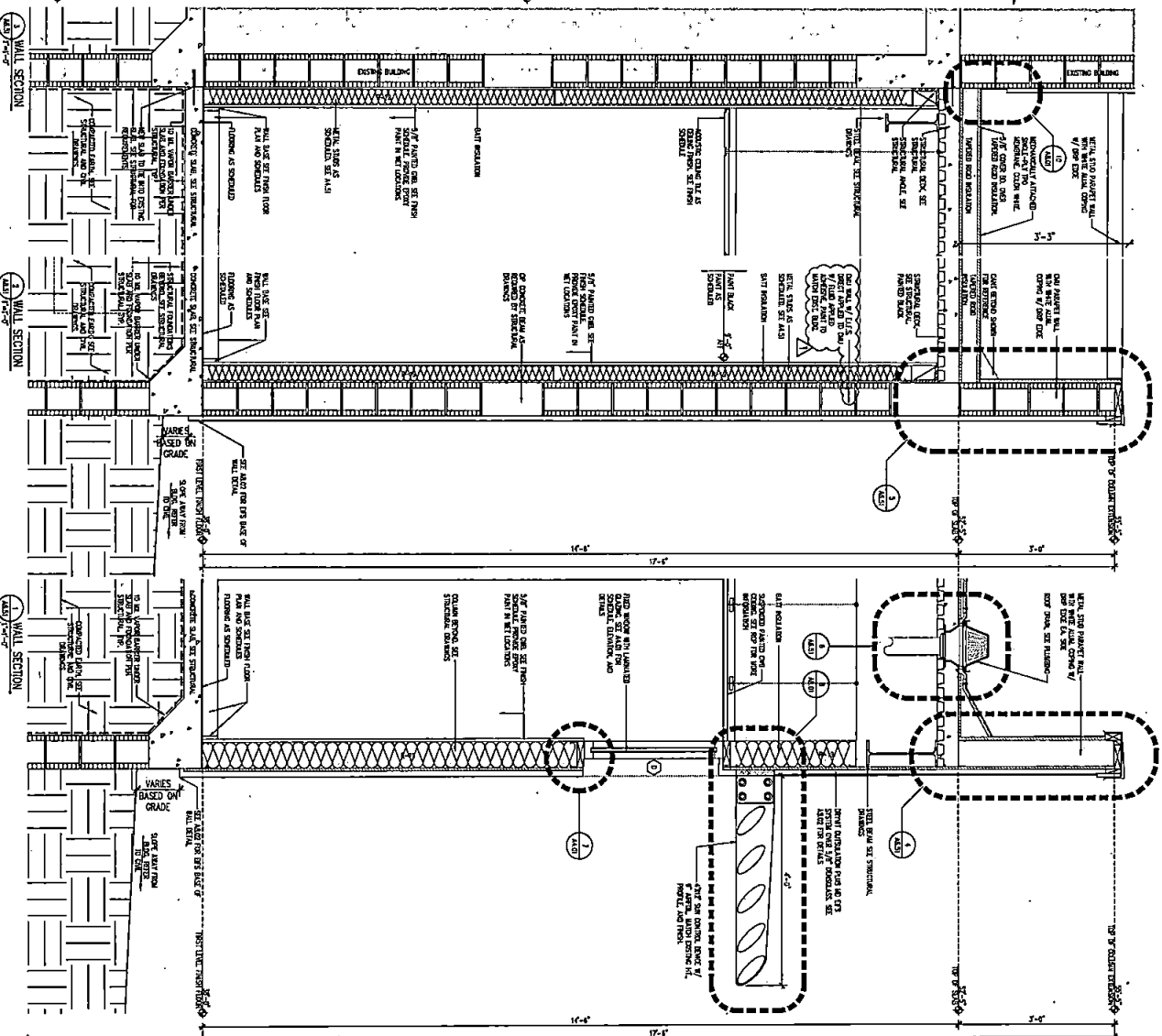
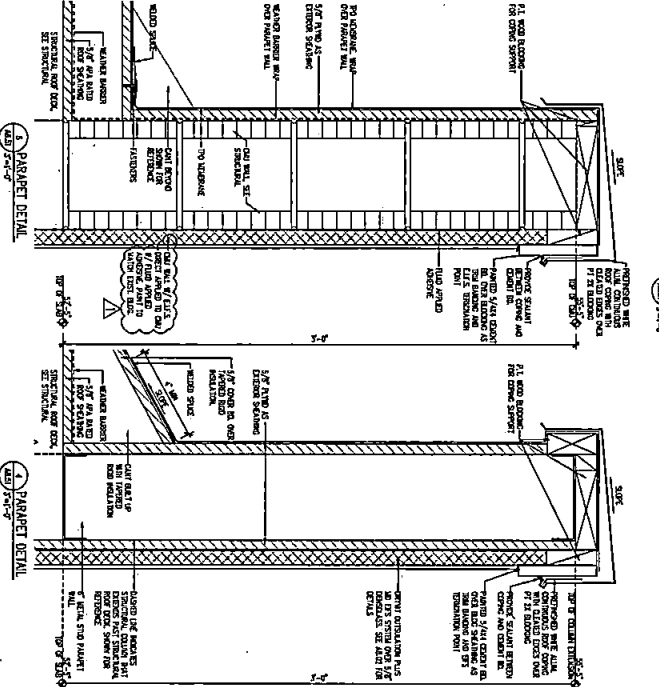
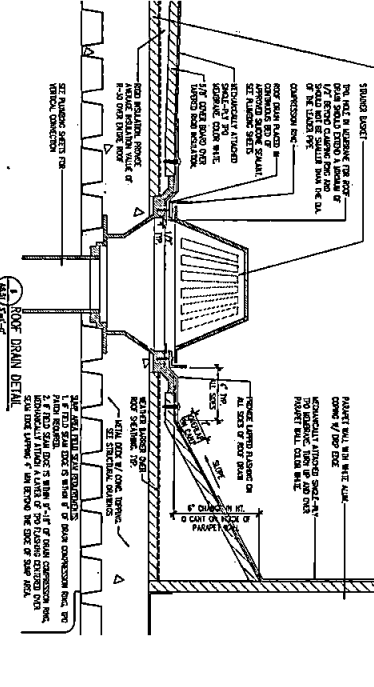
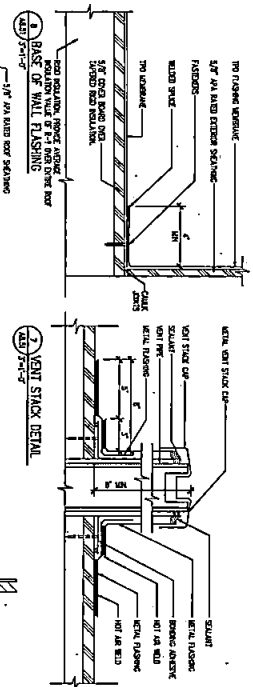
REVISIONS:
1 05/23/19 (ISSUE FOR PERMIT)

DATE: 05/23/19
BUILDING SECTIONS

DESIGN BY: JMA
CHECKED BY: JMA
PROJECT NO.: 2018-23

A6.10

BID SET



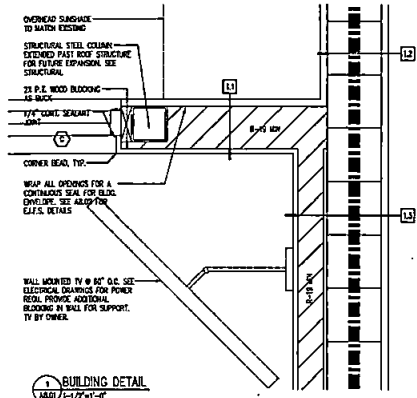
DATE:	05/23/19
WALL SECTIONS	
REVISIONS:	
1. (2/21/19) REVISED BY	
PROJECT NO.:	2018-23
SCALE:	AS SHOWN
DATE:	05/23/19

ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION
 1205 STATE ROAD 16
 ST. AUGUSTINE, FLORIDA 32084

CHL DESIGN
 ARCHITECTURE INTERIOR DESIGN
 9104 Cypress Creek Drive
 Jacksonville, Florida 32256
 Phone: 904.367.4277
 Fax: 904.367.4200
 Corporate License Number AA2000992

FISHER KOPPENHAFFER
 ARCHITECTURE INTERIOR DESIGN
 9104 Cypress Creek Drive
 Jacksonville, Florida 32256
 Phone: 904.367.4277
 Fax: 904.367.4200
 Corporate License Number AA2000992

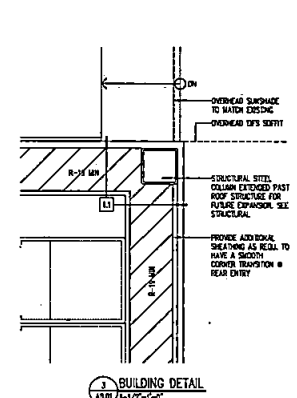
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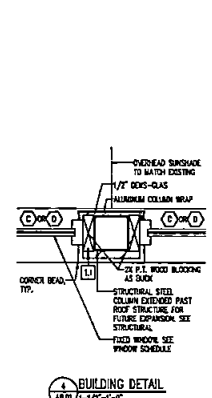
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ALSO 1-1/2'-1'-0"



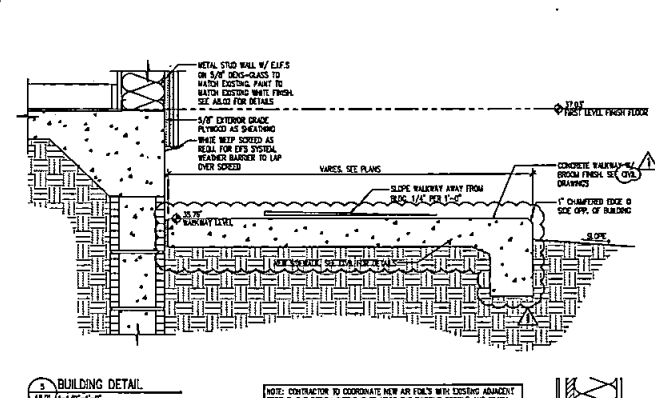
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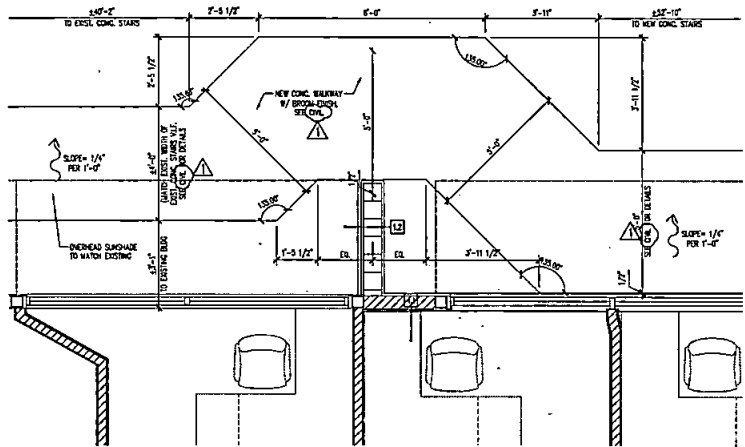
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ALSO 1-1/2'-1'-0"



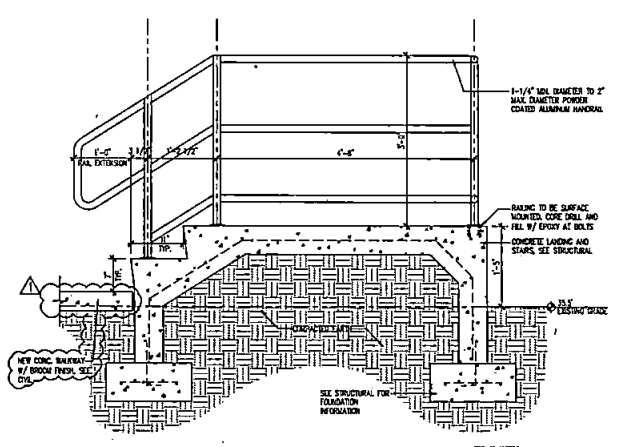
4 BUILDING DETAIL
ALSO 1-1/2'-1'-0"



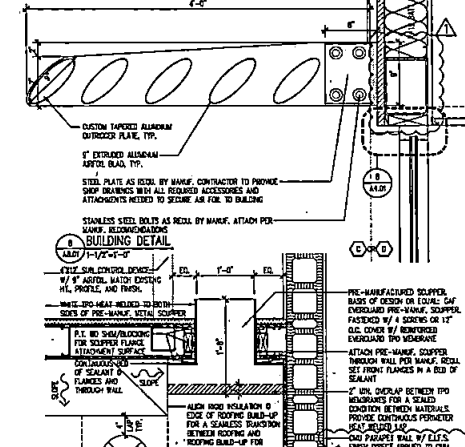
5 BUILDING DETAIL
ALSO 1-1/2'-1'-0"



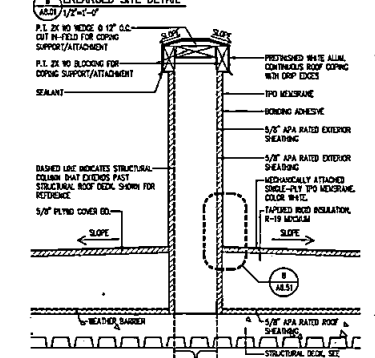
6 ENLARGED SITE DETAIL
ALSO 1/2'-1'-0"



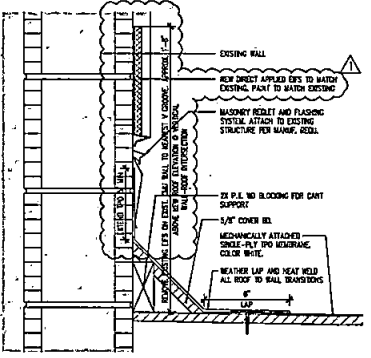
7 BUILDING DETAIL
ALSO 1'-1'-0"



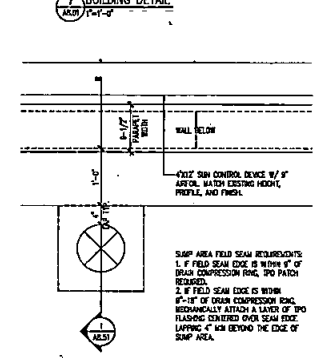
8 SCUPPER AND ROOF DRAIN PLAN DETAIL
ALSO 1'-1'-0"



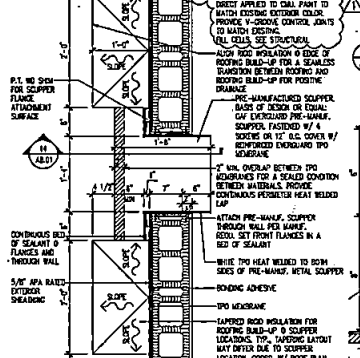
9 ROOF PARAPET DETAIL
ALSO 1-1/2'-1'-0"



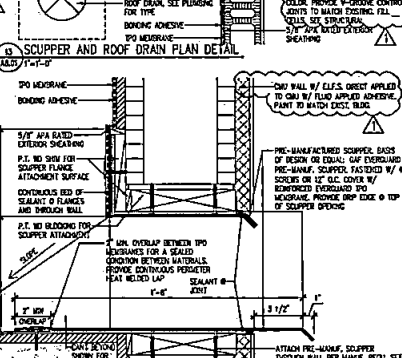
10 ROOF TO EXISTING VERTICAL WALL DETAIL
ALSO 1'-1'-0"



11 ROOF DRAIN PLAN DETAIL
ALSO 1'-1'-0"



12 SCUPPER PLAN DETAIL
ALSO 1'-1'-0"



13 SCUPPER DETAIL
ALSO 1'-1'-0"

NOTE: CONTRACTOR TO COORDINATE NEW AIR FOLK WITH EXISTING ADJACENT PROFILE. THE DESIGN INTENT IS TO MATCH THE EXISTING PROFILE AND FINISH SHEET DRAMAING TO INCLUDE REDUCED STRUCTURAL SUPPORTS TO THE NEW EXISTING/NEW STRUCTURE. PROVIDE SLOPED AND SEALED DOCUMENTS BY PL. PE.

FISHER KOPPENHAFFER
ARCHITECTURE INTERIOR DESIGN
1340 S. GULF BLVD. SUITE 100
JACKSONVILLE, FLORIDA 32218
PHONE: 904.944.0077
FAX: 904.944.0078
Corporate License Number: AL00000000

CIVIL ENGINEER
UNDER SEPARATE COVER BY OWNER
STRUCTURAL ENGINEER
LOJ PORTINO & ASSOCIATES, INC.
14 804
MEP ENGINEER
POMELL & HOBBS ENGINEERS, P.A.
13-007

ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION
1205 STATE ROAD 16
ST. AUGUSTINE, FLORIDA 32084

THIS DRAWING IS A PORTION OF A SET AND IS NOT TO BE USED SEPARATELY. THE ENTIRE SET OF DRAWINGS IS REQUIRED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/25/18	ISSUED FOR #

DATE: 05/23/19

BUILDING DETAILS

DRAWN BY: [Signature]
CHECKED BY: [Signature]
PROJECT NO.: 2018-23

A8.01

BD SET



DATE	05/23/08
PROJECT NO.	2008-23
PROJECT NAME	ST. JOHNS COUNTY UTILITY DEPARTMENT EXPANSION
PROJECT LOCATION	1205 STATE ROAD 16, ST. AUGUSTINE, FLORIDA 32084
PROJECT ARCHITECT	FISHER KOPPENHAFFER ARCHITECTURE INTERIOR DESIGN
PROJECT ENGINEER	ST. JOHNS COUNTY UTILITY DEPARTMENT
PROJECT CONTRACTOR	UNION SERVICE CONTRACTORS
PROJECT SUBMITTER	ST. JOHNS COUNTY UTILITY DEPARTMENT
PROJECT DATE	05/23/08
PROJECT SCALE	AS SHOWN
PROJECT DRAWING NO.	A8.02
PROJECT SHEET NO.	30 OF 31

**ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION**

1205 STATE ROAD 16
ST. AUGUSTINE, FLORIDA 32084

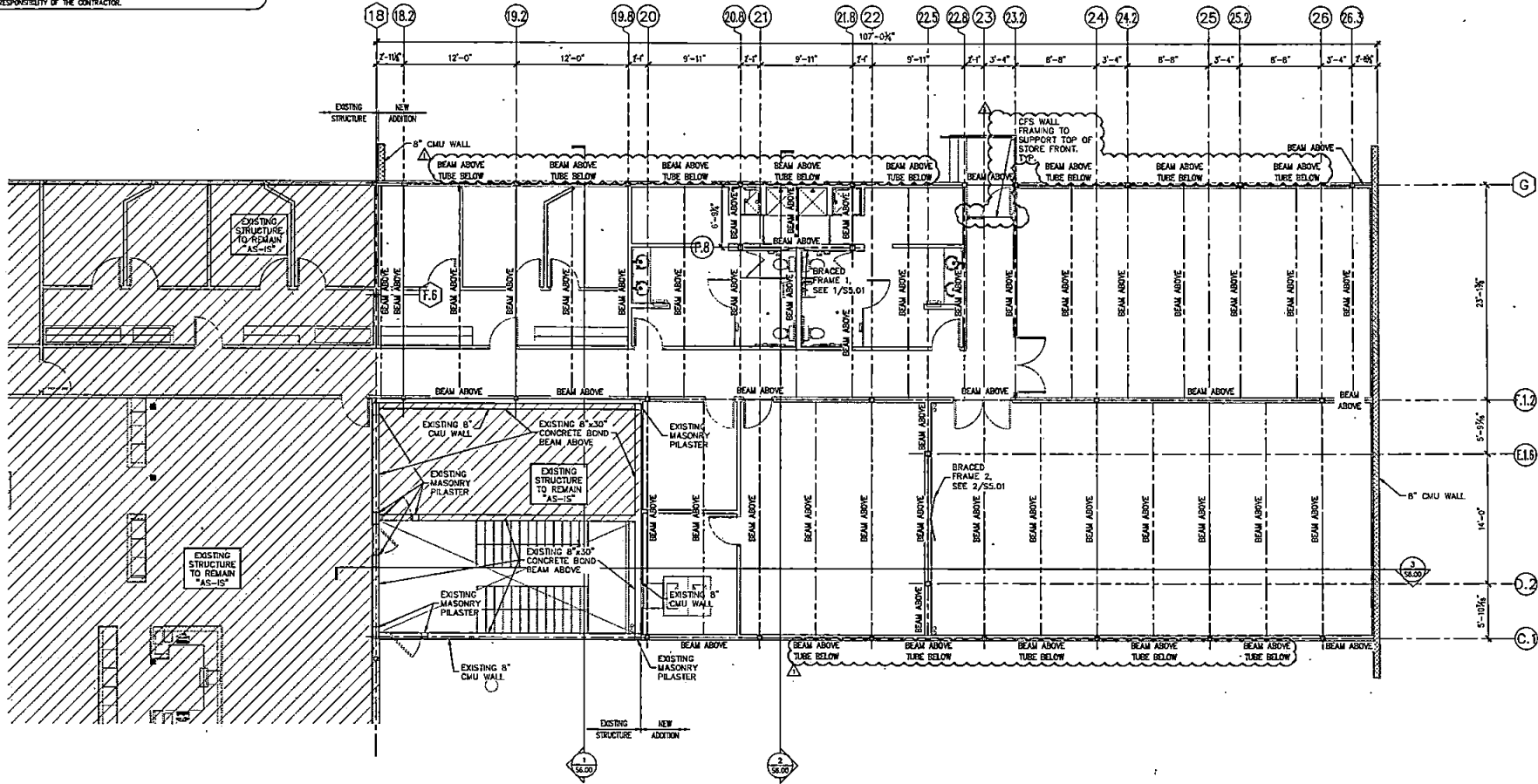
ON DESIGN
UNION SERVICE CONTRACTORS
ST. JOHNS COUNTY
ARCHITECTURE INTERIOR DESIGN
100 PARKWAY
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.927.4077
FAX: 904.927.4008
CORPORATE LICENSE NUMBER: AA2600982

FISHER KOPPENHAFFER
ARCHITECTURE INTERIOR DESIGN

9104 Cypress Creek Drive
Jacksonville, Florida 32256
Voice: 904.927.4077
Fax: 904.927.4008
Corporate License Number: AA2600982

EXISTING CONDITIONS NOTE

INFORMATION SHOWN ON THESE DRAWINGS REGARDING EXISTING CONDITIONS HAVE BEEN OBTAINED BASED ON AVAILABLE SOURCES AT THE TIME OF DESIGN INCLUDING ASSUMPTIONS BASED ON EXPERIENCE WITH SIMILAR STRUCTURES. THE ACTUAL AS-BUILT CONDITION FOUND IN THE FIELD MAY VARY FROM INFORMATION INDICATED IN THESE DRAWINGS. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER IN WRITING BEFORE BEGINNING NEW CONSTRUCTION OF ANY INTERFERENCES AND/OR DISCREPANCIES THAT MIGHT EXIST BETWEEN THESE DRAWINGS AND/OR ACTUAL FIELD CONDITIONS. CONTRACTOR SHALL REPAIR/REPLACE ANY DAMAGED EXISTING STRUCTURAL MEMBERS DISCOVERED DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY BRACING/SUPPORTS, TEMPORARY SUPPORTS AND OTHER SUCH ITEMS OR OTHER MEASURES NECESSARY TO PROTECT THE STRUCTURE AND ANY PERSONNEL DURING CONSTRUCTION. SAFETY OF THE STRUCTURE AND PERSONNEL DURING CONSTRUCTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



FIRST FLOOR WALL FRAMING PLAN

SCALE: 3/16" = 1'-0"

- FRAMING NOTES:**
1. FOR TYPICAL CMU WALL REINFORCING AND GROUTING - SEE SHEET S4.00
 2. SEE 1/SS.00 FOR VERTICAL WALL REINFORCING SCHEDULE
 3. [Hatched pattern] DESIGNATES 8" CMU WALL

FISHER KOPPENHAFFER
ARCHITECTURE INTERIOR DESIGN

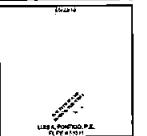
1004 Cypress Glen Drive
Jacksonville, Florida 32216
Tel: 904.342.2000
Fax: 904.342.2008
Corporate License Number: AL0000096

ONE ENGINEER
UNDER SEPARATE COVER BY OWNER
STRUCTURAL ENGINEER
100 PONTIAC & ASSOCIATES, INC.
3140
SEP ENGINEER
POWELL & HADLEY ENGINEERING, P.A.
28-07

**ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION**

1205 STATE ROAD 16
ST. AUGUSTINE, FLORIDA 32084

This drawing is an integral part of the contract and shall be read in conjunction with the other drawings and specifications. It shall be the responsibility of the contractor to verify the accuracy of the information shown on this drawing.



REVISIONS

NO.	DATE	DESCRIPTION
1	05/23/19	ADDITIONAL

DATE: 05/23/19

FIRST FLOOR
WALL FRAMING
PLAN

DESIGNED BY: [Signature]
PROJECT NO.: 2018-23

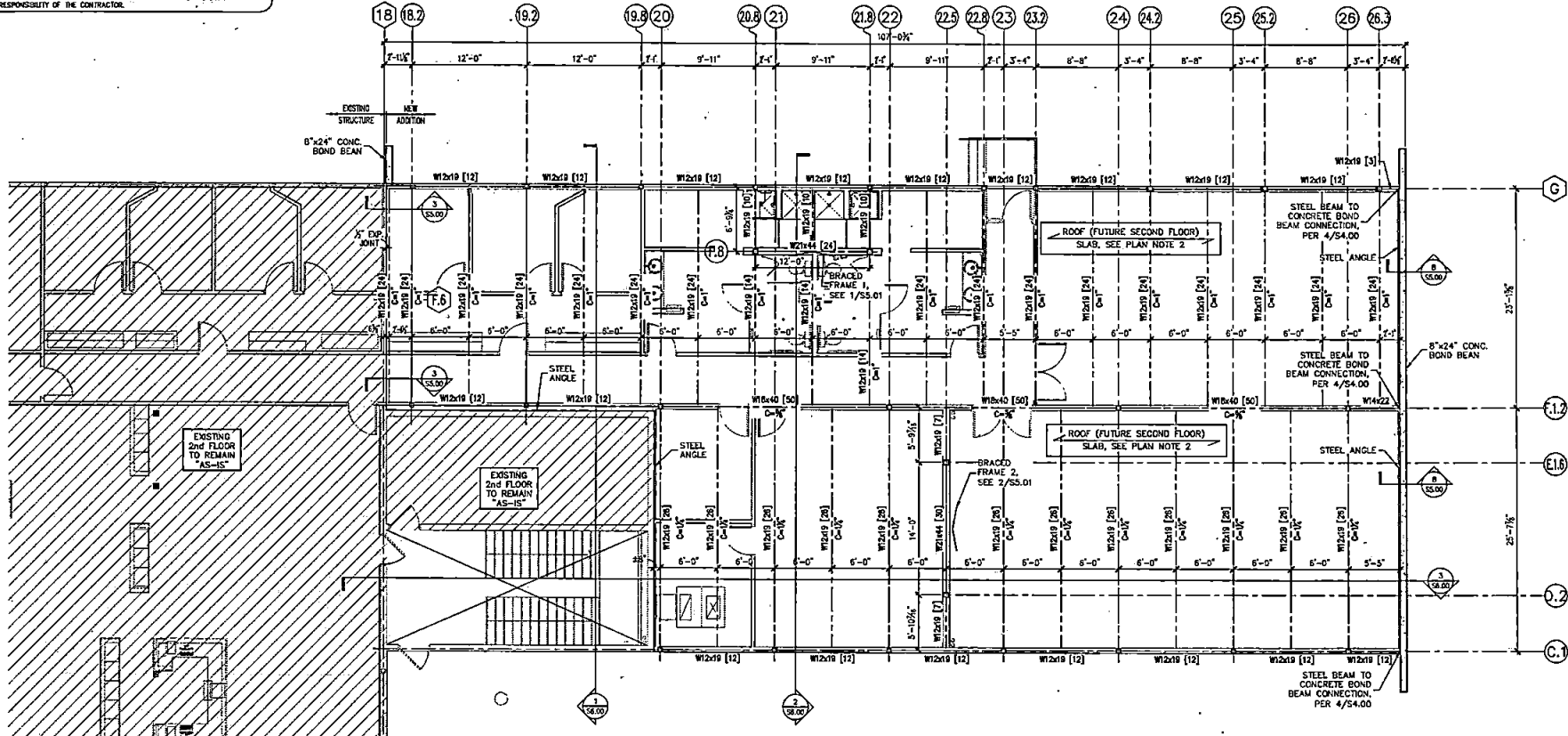
LP & A Low Pentigo and Associates, Inc.
STRUCTURAL ENGINEERS
433 Duval Avenue
Jacksonville, Florida 32210
Ph: 242-0906 | www.lp-a.com
FL CA # 5344

S1.10

BID SET

EXISTING CONDITIONS NOTE

INFORMATION SHOWN ON THESE DRAWINGS REGARDING EXISTING CONDITIONS HAVE BEEN OBTAINED BASED ON AVAILABLE SOURCES AT THE TIME OF DESIGN INCLUDING ASSUMPTIONS BASED ON EXPERIENCE WITH SIMILAR STRUCTURES. THE ACTUAL AS-BUILT CONDITION FOUND IN THE FIELD MAY VARY FROM INFORMATION INDICATED IN THESE DRAWINGS. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER IN WRITING BEFORE BEGINNING ANY CONSTRUCTION OF ANY INTERFERENCES AND/OR INTERDEPENDENCIES THAT MIGHT EXIST BETWEEN THESE DRAWINGS AND/OR ACTUAL FIELD CONDITIONS. CONTRACTOR SHALL REPAIR/REPLACE ANY DAMAGED EXISTING STRUCTURAL MEMBERS DISCOVERED DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY BRACING/SUPPORTS, TEMPORARY SUPPORTS AND OTHER SUCH ITEMS OR OTHER MEASURES NECESSARY TO PROTECT THE STRUCTURE AND ANY PERSONNEL DURING CONSTRUCTION. SAFETY OF THE STRUCTURE AND PERSONNEL DURING CONSTRUCTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



ROOF (FUTURE SECOND FLOOR) FRAMING PLAN

SCALE: 3/16" = 1'-0"

PLAN NOTES:

TOP OF SLAB TO BE AT ELEVATION +14'-6" (VERIFY W/ ARCHITECTURAL). TOP OF STEEL BEAM ELEVATION +14'-0" U.O.A.

TYPICAL SLAB TO BE 4" NORMAL WEIGHT CONCRETE ON 1.5" DEEP, 20 GAUGE (1.5LR20) GALVANIZED, COMPOSITE VENTILATED STEEL FLOOR DECK. REINFORCE WITH 6#4-W14W4WF, PLACED 2" FROM TOP OF SLAB. ON WITH 20 LBS/20 YD. OF THE OPS 150-5 STEEL FIBER. SEE DETAIL 1/55.00 FOR SLAB REINFORCING OVER COMPOSITE CRURDS AND COMPOSITE BEAMS ON COLUMN LINES.

CONCRETE SCHEDULED SUPPORTS SHALL BE PLACED ON BEAMS TO FOLLOW THE STEEL PROFILE SO AS TO GIVE A UNIFORM SLAB THICKNESS AT THE BEAMS, WHERE THE SLAB DEFLECTS TO BELOW FINISH FLOOR LEVEL, THE SLAB SHALL BE THICKENED UP TO 1" MAX AT THE CENTER OF THE BEAM TO PROVIDE A LEVEL FLOOR, WHERE THE SLAB IS ABOVE FINISH FLOOR LEVEL, THE SLAB SHALL REMAIN ABOVE FINISH FLOOR LEVEL, SO THAT THE SLAB HAS THE MINIMUM THICKNESS SPECIFIED.

CONSTRUCTION JOINT LOCATION AND CONCRETE PLACEMENT PROCEDURE IS VERY IMPORTANT AND SHALL BE DISCUSSED WITH THE STRUCTURAL ENGINEER PRIOR TO POURING THE SLAB.

CONTRACTOR SHOULD NOTE THAT DECK AND BEAM DEFLECTION WILL INCREASE THE ESTIMATED CONCRETE QUANTITY.

STRUCTURAL STEEL NOTES:

(UNLESS OTHERWISE NOTED)

- BOLTS AND BOLTED CONNECTIONS SHALL CONFORM TO THE REQUIREMENTS OF THE "SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 BOLTS" AS APPROVED BY THE COUNCIL ON REVEDED AND BOLTED JOINTS. USE FULLY TENSIONED BEARING TYPE BOLTS, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS. WITH THREADS ALLOWED ACROSS THE SHEAR PLANE. ANCHOR BOLTS SHALL CONFORM TO ASTM A-307.
- (1) DENOTES NUMBER OF 3/4"x40" HEAVY SHEAR STUDS REQUIRED. BEAMS NOT INDICATING NUMBER OF SHEAR STUDS REQUIRED SHALL HAVE STUDS PLACED ALONG BEAMS AT A MAX SPACING OF 2'-0" O.C., UNLESS SPECIFICALLY DESIGNATED AS (0). SEE 1/55.00.
- WELDED CONNECTIONS SHALL BE IN ACCORDANCE WITH A.I.S.C. REQUIREMENTS AND CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION OF THE A.W.S.
- EXTEND FLOOR AND ROOF METAL DECK PAST CENTER LINE OF SUPPORTING MEMBERS TO EDGE OF FOUR STOPS. TYPICAL AT ALL OPENINGS AND SPAN/END CONDITIONS. THE GAUGE OF THE METAL FLOOR DECK SHOWN IS THE MINIMUM ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AN UNSHORED DECK SYSTEM OR PROVISIONING DECK SHORING AS REQUIRED TO AVOID OVER STRESSING THE DECK DURING PLACEMENT OF CONCRETE. FLOOR DECK SHALL HAVE 3 SPANS UNLESS INDICATED ON SHOP DRAWINGS AND APPROVED BY THE ENGINEER OF RECORD.
- ALL STEEL BEAMS SHALL BE FABRICATED WITH NATURAL CAMBER (WITHIN STEEL MILL TOLERANCE) LOCATED ABOVE THE HORIZONTAL CENTERLINE BETWEEN THE END CONNECTIONS. C-M DENOTES SPECIFIC CAMBER REQUIRED IN STEEL BEAM BEAMS & CRURDS HAVE BEEN CAMBERED SO THAT THEY WILL BE APPROXIMATELY LEVEL AFTER THE FLOOR CONCRETE IS PLACED. BEAM CAMBERS SHALL BE INDICATED SUCH THAT THE BEAM HAS A CURVED PROFILE APPROXIMATELY A PARABOLA. BEAMS CAMBERED BY FORCE OR HEAT AT A SINGLE LOCATION SHALL NOT BE PERMITTED.
- SEE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ALL ROOF AND FLOOR OPENINGS NOT SHOWN ON THE STRUCTURAL DRAWINGS. AT ALL OPENINGS, PROVIDE A STEEL FRAME FOR THE TYPICAL OPENING DETAIL SHOWN ON THIS DRAWING. VERIFY THE EXACT LOCATIONS AND SIZES OF ALL OPENINGS FOR MECHANICAL EQUIPMENT WITH THE MECHANICAL SUBCONTRACTOR PRIOR TO START OF FABRICATION OF MATERIALS.
- ALL WELDS AND BOLTS SHALL BE INSPECTED BY AN APPROVED LICENSED TESTING COMPANY. SEE SPECIFICATIONS FOR ADDITIONAL TESTING REQUIREMENTS.
- DETAILER SHALL BE RESPONSIBLE FOR CHECKING ALL ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR OPENINGS, EMBEDS, MISC. STEEL AND OTHER CONDITIONS AFFECTING THE STRUCTURAL.

FISHER KOPPENHAFFER
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1840 Cypress Grove Drive
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Tel: 904.351.2000
Fax: 904.351.2009
Corporate License Number: AAS0000002

CHA. GIBBIE
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STRUCTURAL ENGINEER
LOU FORTNO & ASSOCIATES, INC.
A PROFESSIONAL CORPORATION
1101 EAST PALM BLVD.
P.O. BOX 1000
JACKSONVILLE, FL 32202
TEL: 904.766.1100
FAX: 904.766.1101

ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION
1205 STATE ROAD 16
ST. AUGUSTINE, FLORIDA 32084

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REVISIONS:

NO.	DATE	DESCRIPTION
1	1/23/19	ADD BEAM

DATE: 05/23/19

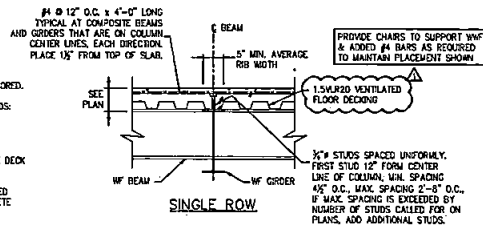
ROOF (FUTURE SECOND FLOOR) FRAMING PLAN
DRAWN BY: [Signature]
CHECKED BY: [Signature]
PROJECT NO.: 2018-23



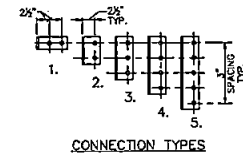
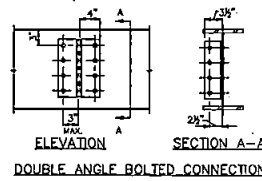
Low Fortno and Associates, Inc.
STRUCTURAL ENGINEERS
4310 Duval Avenue
Jacksonville, Florida 32216
Tel: 904.990-1100
Fax: 904.990-1101

S2.00

BD SET



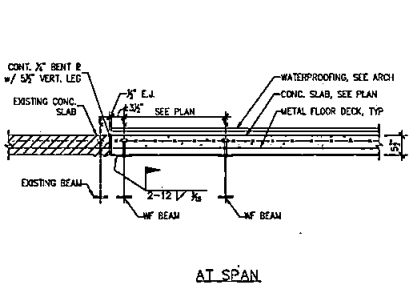
1. ALL COMPOSITE FLOOR CONSTRUCTION IS DESIGNED TO BE UNSHORED.
2. COMPOSITE FLOOR CONSTRUCTION TO HAVE THE FOLLOWING STUDS: 3/8" x 45" LONG FOR 5 1/2" SLAB THICKNESS.
3. NUMBER OF STUDS INDICATED THIS ON PLANS (1).
4. STUDS TO BE SPACED UNIFORMLY IN NON-CELLULAR COMPOSITE DECK ALONG THE LENGTH OF BEAMS.
5. DUE ALLOWANCE SHALL BE MADE FOR DEFLECTION OF SUSPENDED SLABS. NO EXTRA PAYMENTS WILL BE MADE FOR EXTRA CONCRETE USED TO BRING FINISHED SURFACES TO REQUIRED ELEVATIONS.



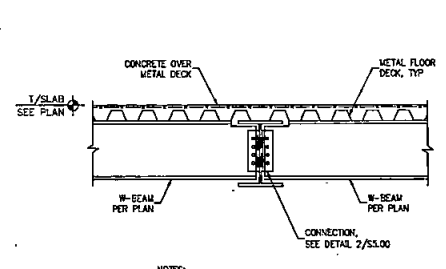
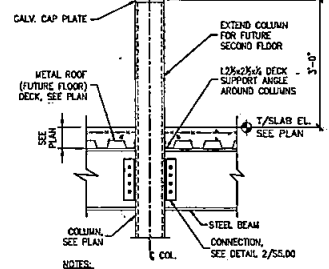
CONN. TYPE	DOUBLE ANGLE CONNECTION		SINGLE SHEAR PLATE		FACTORED LOAD CAPACITY		MIN. BEAM SIZE
	SIZE	LENGTH	SIZE	LENGTH	DOUBLE ANGLE	SINGLE PLATE	
3	L4x2 1/2x3/8	14 1/2"	# 3" x 4"	14 1/2"	112 K	62 K	W14, W16
4	L4x2 1/2x3/8	11 1/2"	# 2" x 4"	11 1/2"	84 K	44 K	W14, W16
3	L4x2 1/2x3/8	8 1/2"	# 3" x 4"	8 1/2"	39 K	27 K	W14, C16, W12, C12
2	L4x2 1/2x3/8	5 1/2"	# 3" x 4"	5 1/2"	25 K	14 K	W10, C10, W8, C8
1	L4x4x3/8	2 1/2"	-	-	18 K	-	CL, WT

- NOTES:**
1. BOLTS SHALL BE 3/4" x A-325-N BEARING TYPE. ALLOWABLE BOLT SHEAR = 15.9 K.
 2. CONNECTION ANGLE THICKNESS:
 - A. 3/8" FOR DOUBLE ANGLE 2 THROUGH 7
 - B. 5/16" FOR SINGLE ANGLE 2 THROUGH 7
 3. WELDING MAY BE USED IN LIEU OF BOLTING. WELDS SHALL BE CAPABLE OF RESISTING LOADS SHOWN.
 4. USE # 5/16" FOR CONN. TO STIFF. R OR WT. L
 5. BEAM TO BEAM CONN. SHOWN, BEAM TO COL. CONN. SIMILAR.

1 TYPICAL COMPOSITE CONSTRUCTION DETAIL
S5.00 SCALE: 3/4" = 1'-0"



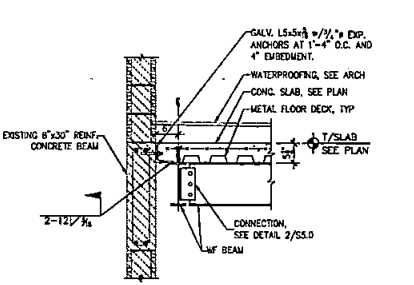
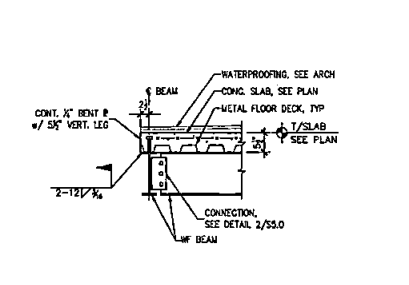
2 TYPICAL STEEL BEAM TO BEAM AND BEAM TO COLUMN CONNECTIONS
S5.00 SCALE: 3/4" = 1'-0"



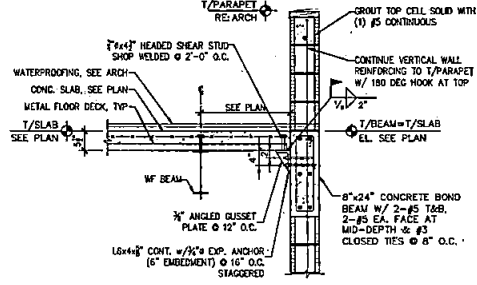
- NOTES:**
1. BEAMS IN PERPENDICULAR DIRECTION NOT SHOWN FOR CLARITY; SIMILAR CONNECTIONS.
 2. STUDS NOT SHOWN FOR CLARITY; SEE 1/S5.00.
 3. SEE ARCHITECTURAL FOR WATERPROOFING.

- NOTES:**
1. #3 W/F SUPPORT BAR NOT SHOWN FOR CLARITY
 2. STUDS NOT SHOWN FOR CLARITY; SEE 1/S5.00

3 DETAIL
S5.00 SCALE: 3/4" = 1'-0"



4 TYPICAL COLUMN CONNECTION DETAIL
S5.00 SCALE: 3/4" = 1'-0"



5 TYPICAL FLOOR BEAM CONNECTION DETAIL
S5.00 SCALE: 3/4" = 1'-0"



6 SECTION
S5.00 SCALE: N.T.S.

7 SECTION
S5.00 SCALE: N.T.S.

8 SECTION
S5.00 SCALE: N.T.S.

FISHER KOPPENHAFFER
ARCHITECTURE INTERIOR DESIGN

CIVIL ENGINEER
UNDER SEPARATE COVER BY ORDER

ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION
1205 STATE ROAD 16
ST. AUGUSTINE, FLORIDA 32084

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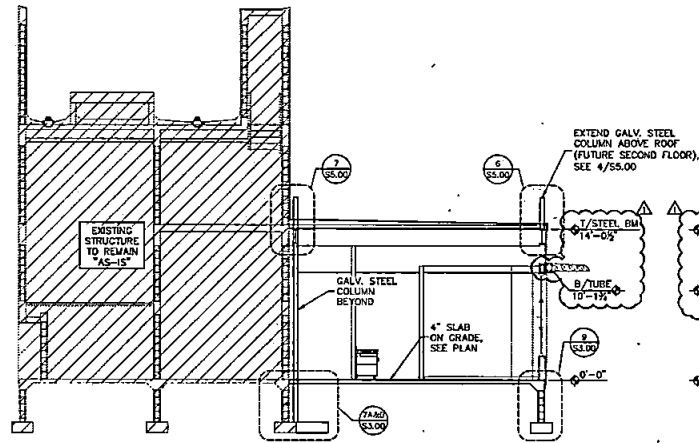
NO.	DATE	DESCRIPTION

DATE: **05/23/19**

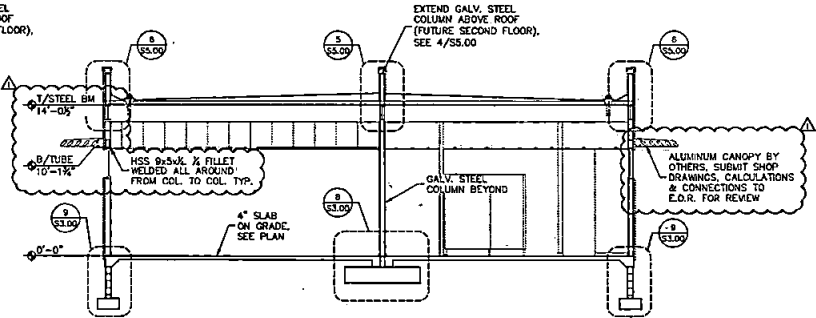
PROJECT NO.: **2018-23**

LP & A
Lee Postigo and Associates, Inc.
STRUCTURAL ENGINEERS
430 Overhill Ave. SE
Jacksonville, FL 32209
Ph: 347-9905 - www.lp-a.com
FL CA # 8141

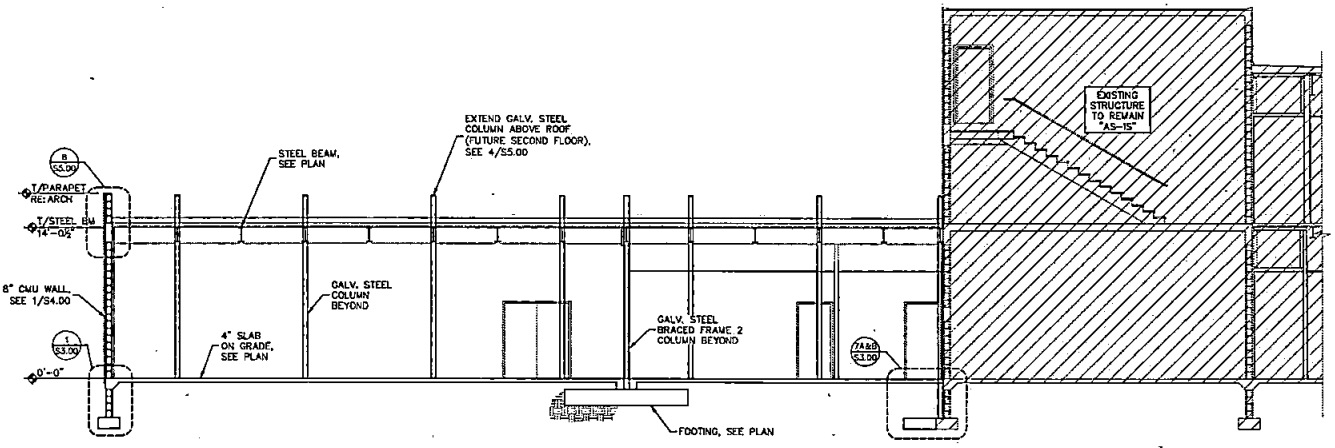
S5.00
BD SET



1 SECTION
S6.00 SCALE: 3/16" = 1'-0"



2 SECTION
S6.00 SCALE: 3/16" = 1'-0"



3 SECTION
S6.00 SCALE: 3/16" = 1'-0"

FISHER KOPPENHAFFER
ARCHITECTURE INTERIOR DESIGN
814 Cypress Grove Drive
Jacksonville, Florida 32216
Tel: 904.241.0000
Fax: 904.241.0008
Corporate License Number: A03009962

ONE ENGINEER
UNDER SEPARATE COVER BY OTHER
STRUCTURAL DESIGNER
LOU FORTINO & ASSOCIATES, INC.
A PROFESSIONAL CORPORATION
10000 W. BRIDGEWAY, SUITE 200
JACKSONVILLE, FLORIDA 32216
TEL: 904.241.0000
FAX: 904.241.0008

**ST. JOHNS COUNTY
UTILITY DEPARTMENT
EXPANSION**
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ST. AUGUSTINE, FLORIDA 32084

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NO.	DATE	DESCRIPTION
1	05/23/19	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
1	05/23/19	ISSUED FOR PERMIT

DATE: 05/23/19
BUILDING SECTIONS

PROJECT NO.: 2018-23

LP & A
Lou Fortino and Associates, Inc.
STRUCTURAL ENGINEERS
425 Duval Avenue
Jacksonville, FL 32202
Tel: 904.241.0000
Fax: 904.241.0008
FL CA # 6544

S6.00

BID SET



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

July 18, 2019

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 19-76, St. Johns County Utility Department Administration Building Expansion

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, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

Questions:

1. Is there an estimated or set budget for Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion?
Answer: \$1.8 Million
2. I am interested in developing a proposal or requesting a RFP for furnishings. Can you direct me to the proper contact? RKR & Associated is a full service commercial office furnishings dealership representing more than 75 manufacturers.
Answer: The project out for bid is just for the structure expansion. Please contact the County's Construction Services department in regards to any additional furniture that may be needed for the project at (904) 209-0190.
3. We respectfully submit for your consideration a request to approve Tufftec Lockers Scranton products as an accepted substitute on St. Johns County Utility Department Administration Building.
Answer: St. Johns County approves Scranton Products Tufftec Lockers as a substitution.
4. Lockers Manufacturing (LockersMFG) is a locker manufacturer that offers the highest quality metal lockers which meet or exceed the specification of other metal lockers brands. We are requesting that Lockers MFG Knock Down Series Metal Lockers be approved as a substitution.
Answer: St. Johns County approves the Lockers MFG as a substitution.
5. Signage
 - a. Specs call for photopolymer or sand blast – Please clarify (or is it laser acrylic (map)?
Answer: Interior signage is to be raised text to match existing signage. Photos of existing interior signage have been provided with this addendum as an attachment.
 - b. Are the signs framed? If so, please provide spec.
Answer: The existing interior signage is not framed.
 - c. Drawing A0.53 shows sign sizes, however there is a disclaimer stating "matching existing". Please verify the sizes shown match existing signage.
Answer: All interior signage sizes are provided on A0.53. The only sign type that differs are the room identification signs. Those signs are to match the existing room identification sizes. Images have been provided for clarification. Contractor is to verify exact sizing of the existing room identification signage.
 - d. Do the small individual cube style offices in Alt 1 each get a room id?
Answer: Cubicle signage is part of the interior signage package that needs to be provided. An image of the existing cubicle signage has been provided with this addendum as an attachment.
 - e. Are there any exterior signs on the building? We didn't see anything on the elevations.
Answer: There are not any exterior signs as a part of this project scope.

f. Match to existing – can you please provide pictures or more specific specifications for matching?

Answer: Photos of existing interior signage have been provided with this addendum as an attachment.

6. The specified contract time of 150 days for the base bid is not likely achievable.

6.1. Does the owner have the need and or budget to pay for premium time and incentives to try to achieve such a schedule?

Answer: There is not an increased budget or incentives associated with this project. See 6.3 answer for schedule information.

6.2 Can there be a partial notice to proceed added to allow for procurement of shop drawings and permitting? (30-40 days)

Answer: There will not be a partial Notice to Proceed for this project.

6.3. For this building project a base contract time of 230 days, would be a more reasonable achievable schedule. Can the contract time be changed to 230 days?

Answer: The project schedule will be adjusted to 230 days. However, the 230 day contract time will start at Notice to Proceed and will extend to Substantial Completion. The Notice to Proceed will be issued at the contract execution. The first 45 days of the contract will be for permitting, submittals, and material procurement. The contractor shall not mobilize on the site until 45 days from Notice to Proceed and will be allowed 185 days on the site for construction.

6.4 Preliminary indications from the sun shade manufacture/supplier is 24 to 30 weeks for delivery. (see item 1.3)

Answer: With the extended schedule this sunshade lead time is addressed.

7. Has the building permitting process been started and will it be able to be issued without the landscaping in alternate # 2?

Answer: The permitting process has not begun and is a part of the allocated schedule. Clearance sheet and site work permit is already in hand. The contractor is only responsible for obtaining and paying for the building permit.

8. Please delineate site items shown on the civil drawings that may be need to be included in the base bid to build this building and obtain a C.O. (i.e. clearing, water, sewer, landscaping/grassing, bike rack and bench, etc.)?

Answer: Please see attached document for identification of Civil components needed to be included in the base bid.

9. Is there a sequencing requirement? Can the renovation of work in the customer service (alternate 1) are be done in conjunction with the base bid?

Answer: The base bid is to be completed prior to Add Alt #1 (interior renovation) if accepted. If Add Alt #2 is accepted, the civil/landscape work can be completed simultaneously. It is suggested that, if accepted, the new dumpster enclosure be built first to allow more space for construction staging space.

10. Can the parking area and entrance off of Four Mile Road be blocked off for use as a staging/construction area?

Answer: Please see attached document for identification of construction staging and entrance.

11. Please provide the soils report referenced in the structural drawings.

Answer: Please see attached document for referenced soils report used for this project.

12. Who is to provide the mobile storage shelving on A 2.10? Please provide specifications and/or detail of the recessed rail in the concrete floor.

Answer: The contractor is to provide the mobile high density shelving as part of the base bid, but needs to be broken out as a separate line item. The basis of design is Montel Mobilex High Density Mobile System. Technical documentation is provided by the manufacturer.

13. There are discrepancies between the architectural drawings, electrical drawings and hardware schedule on which door are to have card readers. Please clarify.

Answer: Doors 101, 102A, 108, 109, 129A, 132A, and 132B are to have card readers.

14. Please clarify if the work and card readers for doors # 132A & 132B are in the base bid or alternate #1.

Answer: Doors 101, 102A, 108, 109, 132A, and 132B are a part of Add Alt #1 and should not be included in the base bid.

15. Civil plan 4 indicates pipes on the existing building to see architectural plans for new tie in. I could not find any reference to this pipe on the architectural plans. Please clarify.

Answer: The Civil drawings indicate the wrong discipline to refer to. For tie-ins and existing HB see plumbing sheets. Sheet P1.01 shows the required coordination with Civil drawings.

16. What is in the vault reference on the civil and architectural plans to be relocated?

Answer: The survey shows a vault with a metal lid. What is in the vault is not indicated. The vault needs to be relocated so it is out of the footprint of the new building addition.

17. The Division 8 specifications do not have a wood door spec section, but per plan page A4.01 schedules & details, it shows about 118 doors are to be wood. Please advise.

Answer: Specification for wood doors have been added to the project. Refer to the attachment of specification section 08 1416.

18. Who will be responsible for moving the shelving in the records room?

Answer: St. Johns County will be responsible for moving the shelving in the existing records room.

19. Who will be responsible for taking down the cubicles in the customer service area?

Answer: St. Johns County will contract with others to remove/relocate existing cubicles.

20. Addition of Add Alternate #3. The project has added an Add Alternate to reduce the scope of Add Alternate #1. We are removing the white noise system from Add Alternate #1 scope and making the white noise system its own Add Alternate. See updated Bid Form provided in this addendum identifying the additional Add Alternate #3.

Attachments:

Section 081416 Flush Wood Doors

Interiors Signage Photos

Civil Components Included in Base Bid Identification

Construction Staging and Entrance Plan

Project Soils Report

Revised Bid Form

All documents may be obtained from the County's ftp site at the following link:

<ftp://ftpanon.sjcfcl.us/ftppurch11>

THE BID DUE DATE REMAINS August 7, 2019 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

SECTION 081416

FLUSH WOOD DOORS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior wood veneer faced flush doors.
 - 2. Factory finishing. Match existing doors.
- B. Related Sections:
 - 1. Division 01: Administrative, procedural, and temporary work requirements.
 - 2. Section 087100 - Door Hardware.
 - 3. Section 088000 - Glazing.

1.2 REFERENCES

- A. Architectural Woodwork Institute/Architectural Woodwork Manufacturers of Canada/Woodwork Institute (AWI/AWMAC/WI) - Architectural Woodwork Standards.
- B. ASTM International (ASTM) E90 - Standard Test Method for Measurement of Airborne-Sound Transmission Loss of Building Partitions.
- C. Forest Stewardship Council (FSC) STD-40-004 - Chain of Custody Standard.
- D. National Fire Protection Association (NFPA) 80 - Standard for Fire Doors and Fire Windows.
- E. Underwriters Laboratories (UL):
 - 1. 10B - Standard for Fire Tests of Door Assemblies.
 - 2. 10C - Standard for Positive Pressure Fire Tests of Door Assemblies.

1.3 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings: Show locations, elevations, dimensions, fire, acoustical ratings and preparation for hardware.
 - 2. Samples:
 - a. 6 x 6 inch door samples showing edges, core, and faces.
 - b. 12 x 12 inch veneer samples showing selected stain color and finish.
 - 3. Warranty: Sample warranty form.
- B. Quality Control Submittals:
 - 1. Certificates of Compliance: Manufacturer's certification that doors comply with specified acoustical requirements.

1.4 QUALITY ASSURANCE

- A. Fire Door Construction: Conform to UL 10B.
- B. Installed Fire Rated Door Assembly: Conform to NFPA 80.
- C. Acoustic Rated Doors: Tested by independent testing laboratory in accordance with ASTM E90 and certified for STC Class of 45.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Package doors in heavy plastic with identifying marks; slit plastic wrap on site to permit ventilation, but do not remove from plastic until ready to install.
- B. Do not deliver doors until building is substantially water and weather tight.
- C. Store doors flat and level, with spacers between doors to allow for air circulation, in protected, dry area.
- D. Environmental Requirements: Maintain following conditions in building for minimum 7 days prior to, during, and after installation of doors:
 - 1. Temperature: 60 to 80 degrees F.
 - 2. Humidity: 43 to 70 percent.

1.6 WARRANTIES

- A. Furnish manufacturer's 5 year warranty providing coverage against defects in materials and workmanship and warpage beyond specified amount.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 - 1. Eggers Industries. (www.eggersindustries.com)
 - 2. VT Industries, Inc. (www.vtindustries.com)
- B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

- A. Flush Wood Doors:
 - 1. AWI/AWMAC/WI Architectural Woodwork Standards, Section 9.
 - 2. Core type:
 - a. Solid, fire rated: Fire-Resistant Composite Core.
 - b. Solid, non rated: Particleboard.
 - 3. Crossbands: Wood veneer.
 - 4. Wood veneer faces: Close grain hardwood Birch, of quality suitable for opaque finish.
 - 5. Glazing beads: Solid wood of species and cut to match face veneers.
 - 6. Adhesives: Waterproof type.

2.3 ACCESSORIES

- A. Glass and Glazing Accessories: Specified in Section 08 8000.

2.4 FABRICATION

- A. Fabricate doors in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 9.
 - 1. Grade: Premium.
 - 2. Performance Level: Heavy Duty.
 - 3. Edge Type: Solid wood.
 - 4. Number of plies: 7.
- B. Prefitting; fit doors to frames at factory with following clearances:
 - 1. Fire and Acoustic rated doors:
 - a. Width: Cut lock edge only; 3/16 inch maximum.
 - b. Height: Cut bottom edge only; 1 inch maximum.
 - 2. Non-rated doors:
 - a. Width: Cut hinge and lock edges equally.

- b. Height: Cut bottom edge only; maximum 3/4 inch.
 - 3. Edge clearances:
 - a. Jamb and head: 1/8 inch maximum between door and frame.
 - b. Sills without thresholds: 1/8 inch maximum between door and top of finish floor.
 - c. Sills with thresholds: 1/4 inch maximum between door and top of threshold.
 - d. Meeting stiles of pairs: 1/8 inch maximum between doors.
 - 4. Lock edge: Bevel 1/8 inch in 2 inches.
- C. Premachining: Machine doors at factory to receive hardware specified in Section 08 7100.

2.5 FINISHES

- A. Factory Finishing:
 - 1. Factory finish doors in accordance with AWI/AWMAC/WI Architectural Woodwork Standards, Section 5.
 - 2. Color: To match existing doors.

PART 3 EXECUTION

3.1 PREPARATION

- A. Condition doors to average humidity that will be encountered after installation.

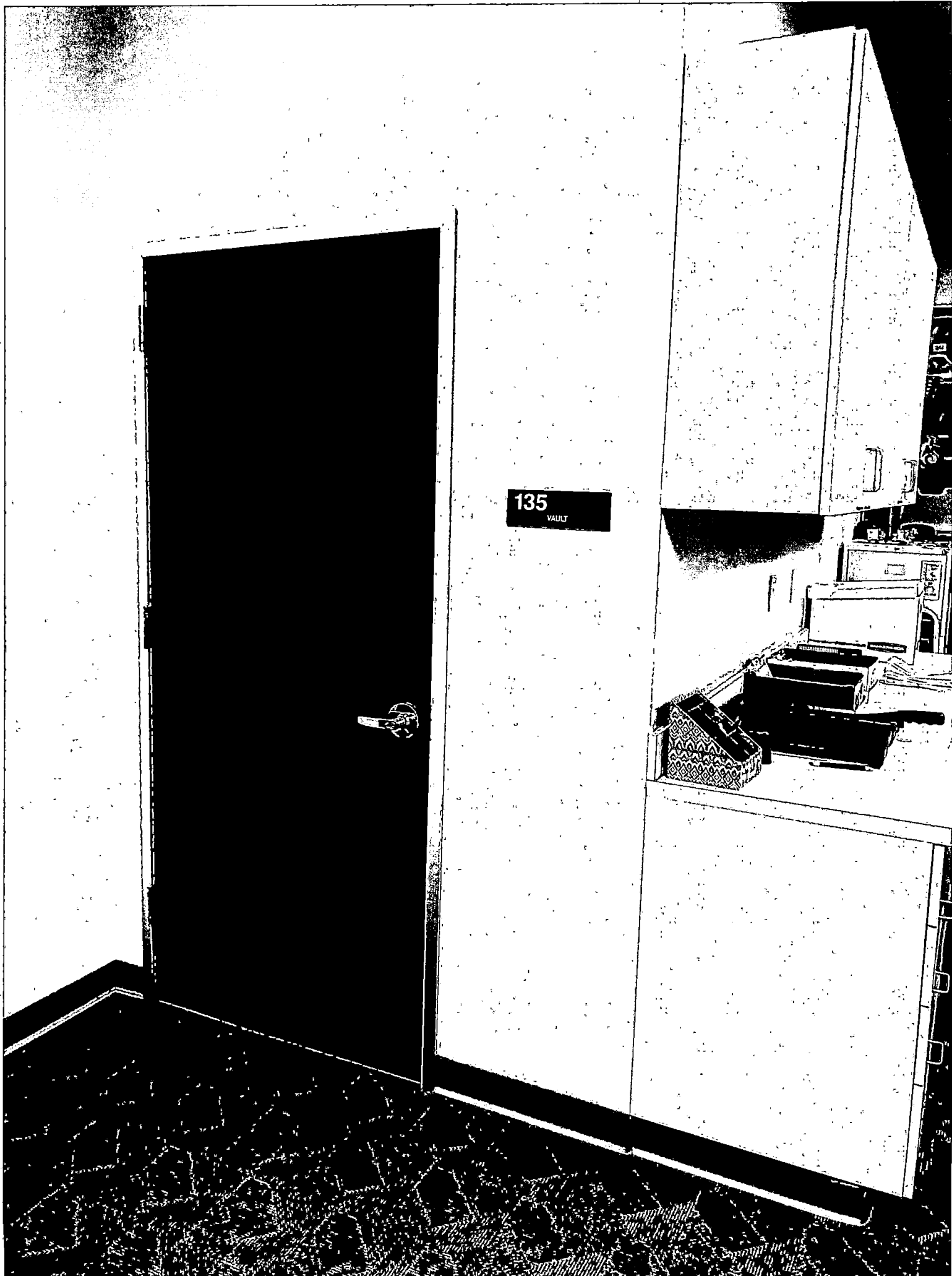
3.2 INSTALLATION

- A. Install doors in accordance with AWI/AWMAC/WI Architectural Woodwork Standards.
- B. Install doors plumb and level.
- C. Field Fitting to Frames:
 - 1. Fire and Acoustic rated doors:
 - a. Width: Cut lock edge only; 3/16 inch maximum.
 - b. Height: Cut bottom edge only; 1 inch maximum.
 - 2. Non-rated doors:
 - a. Width: Cut hinge and lock edges equally.
 - b. Height: Cut bottom edge only; maximum 3/4 inch.
 - 3. Edge clearances:
 - a. Jamb and head: 1/8 inch maximum between door and frame.
 - b. Sills without thresholds: 1/8 inch maximum between door and top of finish floor.
 - c. Sills with thresholds: 1/4 inch maximum between door and top of threshold.
 - d. Meeting stiles of pairs: 1/8 inch maximum between doors.
 - 4. Lock edge: Bevel 1/8 inch in 2 inches.
 - 5. Do not cut doors down to opening sizes smaller than those for which they were manufactured.
- D. Install door hardware in accordance with Section 08 7100.
- E. Install glass as specified in Section 08 8000.
- F. Installation Tolerances:
 - 1. Warp: Maximum 1/4 inch in any 3'-0" x 7'-0" portion of door, measured with taut string or straight edge on concave face of door.

END OF SECTION

133
RECORDS ROOM





135
VAULT



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**REPORT OF
GEOTECHNICAL EXPLORATION
SITE ON STATE ROAD 16
ST. JOHNS COUNTY, FLORIDA
E&A PROJECT NO. 04JX-1488**

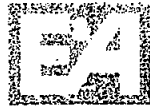
Prepared for:

St. Johns County Construction Services
1625 State Road 16
St. Augustine, Florida 32084

Prepared by:

Ellis & Associates, Inc.
7064 Davis Creek Road
Jacksonville, Florida 32256

December 17, 2004



Ellis & Associates inc.

Environmental Geotechnical Materials Testing
Integrated Engineering Services

December 17, 2004

St. Johns County Construction Services
1625 State Road 16
St. Augustine, Florida 32084

Attention: Mr. Kevin Wiseman

Reference: Report of Geotechnical Exploration
 Site on State Road 16
 Task Order # 07
 St. Johns County, Florida
 E&A Project No. 04JX-1488

Dear Mr. Wiseman:

Ellis & Associates, Inc. has completed a geotechnical exploration for the subject project, as authorized by Mr. Ben W. Adams on November 23, 2004, which was performed in accordance with our proposal dated November 11, 2004 and our continuing services contract with St. Johns County Construction Services. The exploration was performed to evaluate the general subsurface conditions within the proposed building, parking/drive, and stormwater management pond areas and to provide recommendations for site preparation, foundation and pavement support.

We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project and look forward to providing the materials testing and observation that will be required during the construction phase. If you have any questions, or if we may be of any further service, please contact us.

Very truly yours,

ELLIS & ASSOCIATES, INC.

Sam S. Hutsell, E.I.
Project Engineer

P. Rodney Mank, P.E. 12-20-2004
Sr. Geotechnical Engineer
Registered, Florida No. 41986

Distribution:

Mr. Kevin Wiseman - St. Johns County Construction Services (3 copies)

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FIGURES

- Figure 1. Site Location Plan
- Figure 2. Field Exploration Plan
- Figure 3. Generalized Subsurface Profiles

APPENDICES

- Appendix A. Soil Boring Logs
- Appendix B. Laboratory Data

1.0 PROJECT INFORMATION

1.1 Site Location and Description

The site for the subject project is located east of the intersection of State Road 16 and Four Mile Road in St. Johns County, Florida. The general site location is shown on Figure 1.

Based on visual observation at the time of our field exploration, the topography of the site is currently relatively level. The site is currently undeveloped and wooded with pine and oak trees and palmetto underbrush. Low-lying areas are located along the eastern property line and within the northwestern portion of the site.

1.2 Project Description

Project information has been provided to us in our discussions with you. We have been provided with an electronic copy of a site plan for the subject site, prepared by Howard Davis Associates Architects, dated November 3, 2004 (emailed to us on November 9, 2004). This plan shows the boundary limits for the property, the existing roadways adjacent to the site, the layout of the proposed construction, and the requested boring locations. However, it should be noted that the number of boring locations shown on the provided plan was revised by you in your email transmittal dated November 9, 2004.

Based on the provided plan and our discussions with you, it is our understanding the proposed project will include construction of a one- to 2-story main structure within the eastern portion of the site, with an attached one-story gym-type facility to the south. We understand that the proposed buildings will be steel framed structures with glass exterior. Although detailed loading information has not been provided, we anticipate that the column loads will be on the order of 40 kips. Also, we anticipate that the wall and floor loads will not exceed 4 kips per linear foot (klf) and 150 pounds per square foot (psf), respectively. We also understand that parking/driveway areas will be constructed within the northern and western portions at the site and that 2 stormwater management ponds will be constructed within the northern and southern portions of the site. We anticipate that the proposed pavement areas will be constructed of flexible asphaltic concrete pavement, underlain by compacted limerock base. Grading plans were not provided at the time of our evaluation; however, we have assumed the building and pavement areas will be supported on approximately one foot to 2 feet of fill above the presently existing ground surface.

If actual project information varies from these conditions, then the recommendations in this report may need to be re-evaluated. Any changes in these conditions should be provided so the need for re-evaluation of our recommendations can be assessed.

2.0 FIELD EXPLORATION

A field exploration was performed on December 8, 2004. A copy of the site plan provided to us, which shows the approximate boring locations, is included as the Field Exploration Plan, Figure 2. The approximate boring locations were determined in the field by our personnel using a hand-held Global Positioning System (GPS) receiver, and should be considered accurate only to the degree implied by the method of measurement used. A summary of the field procedures discussed below is included in Appendix A.

2.1 SPT and Auger Borings

To explore the subsurface conditions within the area of the proposed structure, we located and performed one Standard Penetration Test (SPT) boring, drilled to a depth of approximately 25 feet

below the existing ground surface, in general accordance with the methodology outlined in ASTM D 1586. Split-spoon soil samples recovered during performance of the boring were visually classified in the field and representative portions of the samples were transported to our laboratory for further evaluation.

To explore the subsurface conditions within the proposed pavement and pond areas, we located and performed 4 auger borings, drilled to depths of approximately 6 feet and 15 feet below the existing ground surface in general accordance with the methodology outlined in ASTM D 1452. Representative soil samples also were recovered from the auger borings and returned to our laboratory for further evaluation.

3.0 LABORATORY TESTING

Representative soil samples obtained during our field exploration were visually classified using the Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. Quantitative laboratory testing was performed on selected samples of the soils encountered during the field exploration to better define the composition of the soils encountered and to provide data for correlation to their anticipated strength and compressibility characteristics. The laboratory testing determined the percent fines, natural moisture, and organic materials contents of selected soil samples. The results of the laboratory testing are shown in the Summary of Laboratory Test Data included in Appendix B. Also, these results are shown on the Generalized Subsurface Profiles on Figure 3 and on the Log of Boring records at the respective depths from which the tested samples were recovered.

4.0 GENERAL SUBSURFACE CONDITIONS

4.1 General Soil Profile

Graphical presentation of the generalized subsurface conditions is presented on Figure 3. Detailed boring records are included in Appendix A. When reviewing these records, it should be understood that the soil conditions will vary between the boring locations. Generally, the borings encountered a layer of topsoil, approximately 6 inches thick, underlain by layers of very loose to dense fine sand (SP), fine sand with silt (SP-SM), and silty sand (SM) throughout the 6- to 25-foot deep subsurface profiles.

4.2 Groundwater Level

The groundwater level was encountered at each of the boring locations and recorded at the time of drilling at depths varying from approximately one foot to 3.5 feet below the existing ground surface. However, it should be anticipated that the groundwater level will fluctuate due to seasonal climatic variations, surface water runoff patterns, construction operations, and other interrelated factors. The depth to the groundwater level at each boring location is noted on the Generalized Subsurface Profiles and on the Log of Boring records.

4.3 Normal Seasonal High Groundwater Level

The normal seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, the land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

Based on our interpretation of the site conditions, including the boring logs and measured ground water levels, we estimate the normal seasonal high groundwater level at the site to be approximately 1.5 feet above the groundwater levels measured at the time of our field exploration.

Based on this estimation, ground water levels may exceed the existing ground surface at the site during wet seasons. It is possible that higher groundwater levels may exceed the estimated normal seasonal high groundwater level as a result of significant or prolonged rains. Design for normal seasonal high groundwater conditions, instead of the extreme conditions, generally is more appropriate.

5.0 DESIGN RECOMMENDATIONS

5.1 General

Our geotechnical engineering evaluation of the site and subsurface conditions at the property, with respect to the planned construction and assumed loading conditions and our recommendations for site preparation and foundation support, are based on (1) our site observations, (2) the field and laboratory test data obtained, and (3) our understanding of the project information and structural conditions as presented in this report.

If the structural conditions are incorrect, or should the location of the structures or pavement areas be changed, please contact us so that we can review our recommendations. Also, the discovery of any site or subsurface conditions during construction that deviate from the data obtained during this geotechnical exploration should also be reported to us for our evaluation.

The recommendations presented in the subsequent sections of this report present design and construction techniques that are appropriate for the planned construction. We recommend that we be provided the opportunity to review the foundation plans and earthwork specifications to verify that our recommendations have been properly interpreted and implemented.

5.2 Foundation Design Recommendations

Based on the results of our exploration, we consider the subsurface conditions at the site favorable for support of the proposed structures when constructed on properly designed conventional shallow foundation systems. Provided the site preparation and earthwork construction recommendations outlined in Section 6.0 of this report are performed, the following parameters may be used for foundation design.

5.2.1 Bearing Pressure

The maximum allowable net soil bearing pressure for use in shallow foundation design should not exceed 2,500 psf. Net bearing pressure is defined as the soil bearing pressure at the foundation bearing level in excess of the natural overburden pressure at that level. The foundations should be designed based on the maximum load that could be imposed by all loading conditions.

5.2.2 Foundation Size

The minimum widths recommended for any isolated column footings and continuous wall footings are 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be achieved, these width recommendations should control the size of the foundations.

5.2.3 Bearing Depth

The exterior foundations should bear at a depth of at least 18 inches below the exterior final grades, and the interior foundations should bear at a depth of at least 18 inches below the finish floor elevation to provide confinement to the bearing level soils. It is recommended that

stormwater be diverted away from the building exteriors to reduce the possibility of erosion beneath the exterior footings.

5.2.4 Bearing Material

The foundations may bear in either the compacted suitable natural soils or compacted structural fill. The bearing level soils, after compaction, should exhibit densities equivalent to 95 percent of the Modified Proctor maximum dry density (ASTM D 1557), to a depth of at least one foot below the foundation bearing levels.

5.2.5 Settlement Estimates

Post-construction settlements of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundations; and (3) site preparation and earthwork construction techniques used by the contractor. Our settlement estimates for the structures are based on the use of site preparation/earthwork construction techniques as recommended in Section 6.0 of this report. Any deviation from these recommendations could result in an increase in the estimated post-construction settlements of the structures.

We expect the majority of settlement to occur in an elastic manner and fairly rapidly during construction. Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field and laboratory test data that we have correlated to geotechnical strength and compressibility characteristics of the subsurface soils, we estimate that total settlements of the structure could be on the order of one inch or less.

Differential settlements result from differences in applied bearing pressures and variations in the compressibility characteristics of the subsurface soils. Because of the general uniformity of the subsurface conditions and the recommended site preparation and earthwork construction techniques outlined in Section 6.0, we anticipate that differential settlements of the structure should be within tolerable magnitudes.

5.2.6 Floor Slab

The floor slabs can be constructed as a slab-on-ground, provided unsuitable topsoil material is removed and replaced with compacted structural fill as outlined in Section 6.0. It is recommended that the floor slab bearing soils be covered with an impervious membrane to reduce moisture entry and floor dampness. A 6-mil-thick plastic membrane is commonly used for this purpose. Care should be exercised not to tear large sections of the membrane during placement of reinforcing steel and concrete. In addition, we recommend that a minimum separation of 2 feet be maintained between the finished floor levels and the estimated normal seasonal high groundwater level.

5.3 Pavement Considerations

Based on the results of our exploration, we consider the subsurface conditions at the site favorable for support of a flexible pavement section, when constructed on properly prepared subgrade soils as outlined in Section 6.0 of this report.

Satisfactory pavement life is dependent on dry/strong pavement support provided by the base and subgrade courses. Accordingly, a minimum clearance of 2.5 feet must be maintained between the estimated seasonal high groundwater table and the finished pavement grade. Depending on final pavement grades, subsurface drains may be required to maintain dry base and subgrade materials.

We recommend that E&A be provided the opportunity to review the final paving and drainage plans, when they become available, so that we may further assess the need for underdrains.

5.4 Pond Considerations

5.4.1 Borrow Suitability

As mentioned earlier, 2 auger borings were planned, in part, to provide an indication of the suitability of excavated soils from the proposed pond as suitable fill soil. Based on the boring results and classification of the soil samples, the fine sands and fine sands with silt (SP, SP-SM) as encountered in the borings, are considered suitable for use as fill soil. These soils were encountered in the borings between depths of approximately 0.5 to 15 feet below the existing ground surface. The soils containing surficial organic material (topsoil) will require removal and are unsuitable for use as structural fill.

It should be anticipated the soils in the proposed pond area that are below the groundwater level will have moisture contents in excess of the Modified Proctor optimum moisture content and will require stockpiling or spreading to bring the moisture content within 2 percent of the soil's optimum moisture content corresponding to the required degree of compaction.

5.4.3 Other Pond Considerations

Wet ponds should be excavated to depths necessary to obtain a sufficient water depth to limit growth of aquatic vegetation. If requested, Ellis & Associates, Inc. can assist in evaluating the pond design exfiltration rates, underdrains, and/or groundwater baseflow as pond geometry and stormwater volume requirements become available.

6.0 SITE PREPARATION AND EARTHWORK RECOMMENDATIONS

Site preparation as outlined in this section should be performed to provide more uniform foundation bearing conditions, to reduce the potential for post-construction settlements of the planned structures and to maintain the integrity of a flexible pavement section.

6.1 Clearing and Stripping

Prior to construction, the location of any existing underground utility lines within the construction area should be established. Provisions should then be made to relocate interfering utilities to appropriate locations. It should be noted that, if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion, which may subsequently lead to excessive settlement of overlying structures.

The "footprint" of the proposed buildings plus a minimum additional margin of 5 feet, and of the hardscape areas (parking/driveway) plus a minimum additional margin of 3 feet, should be stripped of all surface vegetation, stumps, debris, organic topsoil, or other deleterious materials. During grubbing operations, roots with a diameter greater than 0.5-inch, stumps, or small roots in a concentrated state, should be grubbed and completely removed.

Based on the results of our field exploration, it should be anticipated that 6 to 12 inches of topsoil and soils containing significant amounts of organic materials may be encountered across the site. The actual depths of unsuitable soils and materials should be determined by Ellis & Associates, Inc. using visual observation and judgment during earthwork operations. Any topsoils removed from the building and parking/drive areas can be stockpiled and used subsequently in areas to be grassed.

6.2 Temporary Groundwater Control

The groundwater level was encountered at depths varying from approximately one foot to 3.5 feet below the existing ground surface at the time of our exploration. Because of the need for densification of the soils within the upper 2 feet below the stripped surface, temporary groundwater control measures may be required if the groundwater level is within 2 feet below the stripped and grubbed surface at the time of construction. Should groundwater control measures become necessary, dewatering methods should be determined by the contractor. We recommend the groundwater control measures, if necessary, remain in place until compaction of the existing soils is completed and until backfilling has reached a height of 2 feet above the groundwater level at the time of construction. The site should be graded to direct surface water runoff from the construction area.

Note that discharge of produced groundwater to surface waters of the state from dewatering operations or other site activities is regulated and requires a permit from the State of Florida Department of Environmental Protection (FDEP). This permit is termed a *Generic Permit for the Discharge of Produced Groundwater From Any Non-Contaminated Site Activity*. If discharge of produced groundwater is anticipated, we recommend sampling and testing of the groundwater early in the site design phase to prevent project delays during construction. E&A can provide the sampling, testing, and professional consulting required to evaluate compliance with the regulations.

6.3 Compaction

We recommend the foundation soils below the proposed structure area be compacted to reduce the potential for total and differential settlement. After completing the clearing and stripping operations and installing the temporary groundwater control measures (if required), the exposed surface area should be compacted with a vibratory drum roller having a minimum static, at-drum weight, on the order of 6 tons and a minimum drum diameter of 6 feet. Typically, the material should exhibit moisture contents within ± 2 percent of the Modified Proctor optimum moisture content (ASTM D 1557) during the compaction operations. Compaction should continue until densities of at least 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) have been achieved within the upper 2 feet of the compacted natural soils at the site. Nevertheless, a minimum of five (5) overlapping passes should be made in each direction within the construction area.

Should the bearing level soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated, and (1) the disturbed soils should be removed and backfilled with dry structural fill soils, which are then compacted, or (2) the excess moisture content within the disturbed soils should be allowed to dissipate before recompacting.

Care should be exercised to avoid damaging any nearby structures while the compaction operation is underway. Prior to commencing compaction, occupants of adjacent structures should be notified, and the existing conditions of the structures should be documented with photographs and survey (if deemed necessary). Compaction should cease if deemed detrimental to adjacent structures, and Ellis & Associates, Inc. should be contacted immediately. It is recommended that the vibratory roller remain a minimum of 75 feet from existing structures. Within this zone, use of a track-mounted bulldozer or a vibratory roller, operating in the static mode, is recommended.

6.4 Structural Backfill and Fill Soils

Any structural backfill or fill required for site development should be placed in loose lifts not exceeding 12 inches in thickness and compacted by the use of the above described vibratory drum roller. If hand-held or track-mounted compaction equipment is used, the lift thickness should be reduced to 6 and 8 inches, respectively.

Structural fill is defined as a non-plastic, inorganic, granular soil having less than 12 percent material passing the No. 200 mesh sieve and containing less than 4 percent organic material. It should be noted that soils with more than 12 percent passing the No. 200 sieve will be more difficult to compact, due to their nature to retain soil moisture, and may require drying. Typically, the material should exhibit moisture contents within ± 2 percent of the Modified Proctor optimum moisture content (ASTM D 1557) during the compaction operations. Compaction should continue until densities of at least 95 percent of the Modified Proctor maximum dry density (ASTM D 1557) have been achieved within each lift of the compacted structural fill.

6.5 Foundation Areas

After satisfactory clearing/stripping operation, and placement and compaction of any required structural fill, the foundation areas may be excavated to the planned bearing levels. The foundation bearing level soils, after compaction, should exhibit densities equivalent to 95 percent of the Modified Proctor maximum dry density (ASTM D 1557), to a depth of one foot below the bearing level. For confined areas, such as the footing excavations, any additional compaction operations can probably best be performed by the use of a lightweight vibratory sled or roller having a total weight on the order of 500 to 2,000 pounds.

6.6 Pavement Areas

After completing the clearing/stripping operations in the pavement areas, any backfill and fill required to achieve the finish pavement grades then can be placed and compacted as described Section 6.3 above. As an exception, densities of at least 98 percent of the Modified Proctor maximum dry density (AASHTO T-180) should be obtained within the upper one foot of the materials immediately below the proposed base course.

7.0 QUALITY CONTROL TESTING

We recommend that Ellis & Associates, Inc. be retained to perform the construction material testing and observations required for this project, to verify that our recommendations have been satisfied. Due to our familiarity with the project, we are the most qualified to address problems that may arise during construction, since we are familiar with the intent of our engineering design.

A representative number of field in-place density tests should be made in the upper 2 feet of compacted natural soils, in each lift of compacted backfill and fill, and in the upper 12 inches below the bearing levels in the footing excavations. The density tests are considered necessary to verify that satisfactory compaction operations have been performed. We recommend density testing be performed (1) at a minimum of 3 locations within the building areas, (2) at 25 percent of any isolated column footing locations, (3) at one location for every 100 linear feet of continuous wall footings, and (4) at one location for every 5,000 square feet of pavement area.

8.0 REPORT LIMITATIONS

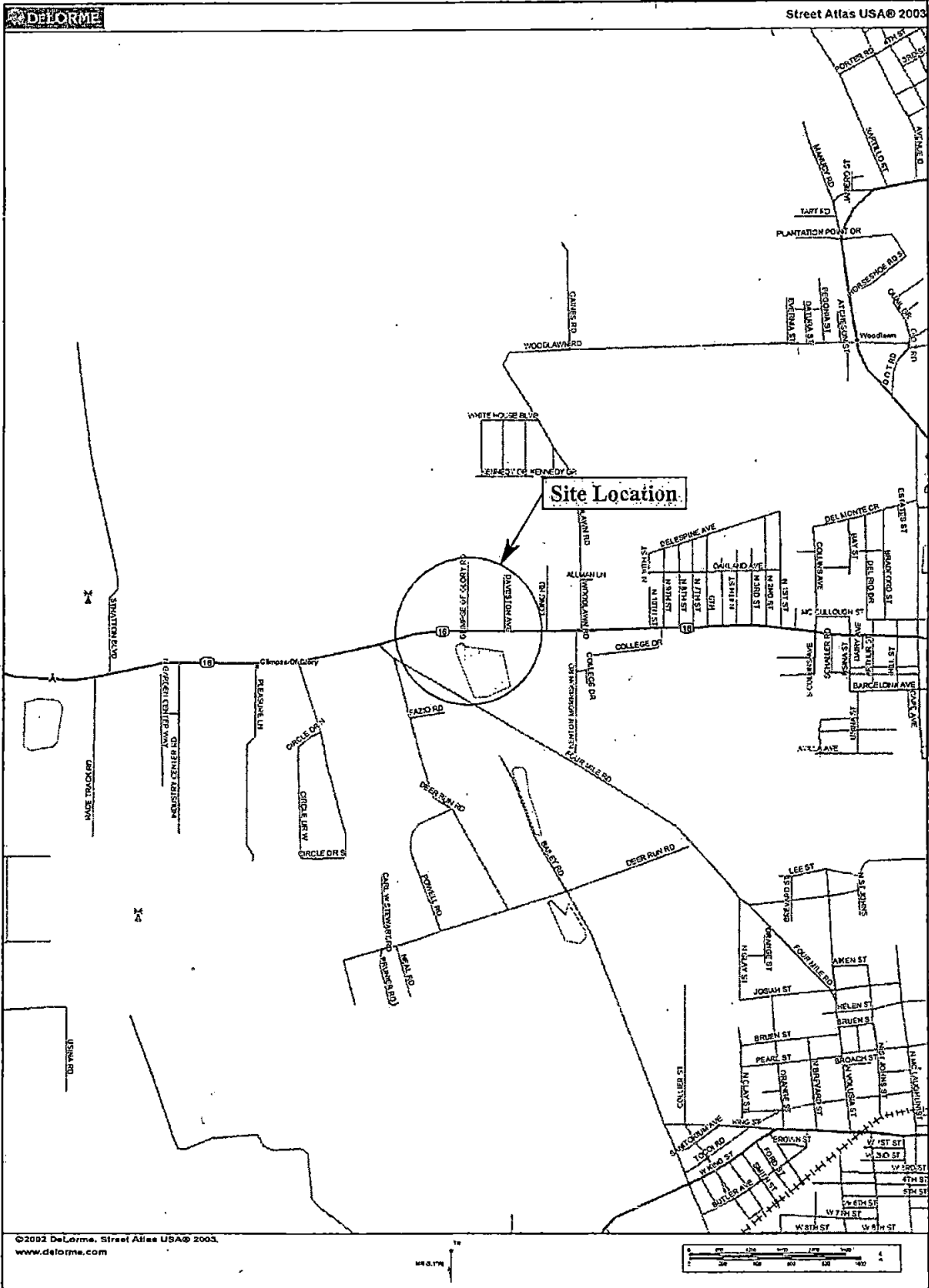
Our geotechnical exploration has been performed, our findings obtained, and our recommendations prepared, in accordance with generally accepted geotechnical engineering principles and practices. Ellis & Associates, Inc. is not responsible for any independent

conclusions, interpretation, opinions, or recommendations made by others based on the data contained in this report.

Our scope of services was intended to evaluate the soil conditions within the zone of soil influenced by the foundation system. Our scope of services does not address geologic conditions, such as sinkholes or soil conditions existing below the depth of the soil borings.

This report does not reflect any variations that may occur adjacent to or between soil borings. The discovery of any site or subsurface condition during construction that deviates from the data obtained during this geotechnical exploration should be reported to us for our evaluation. Also, in the event of any change to the assumed structural conditions or the locations of the structures, pavement and/or pond areas, please contact us so that we can review our recommendations. We recommend that we be provided the opportunity to review the foundation plans and earthwork specifications to verify that our recommendations have been properly interpreted and implemented.

FIGURES



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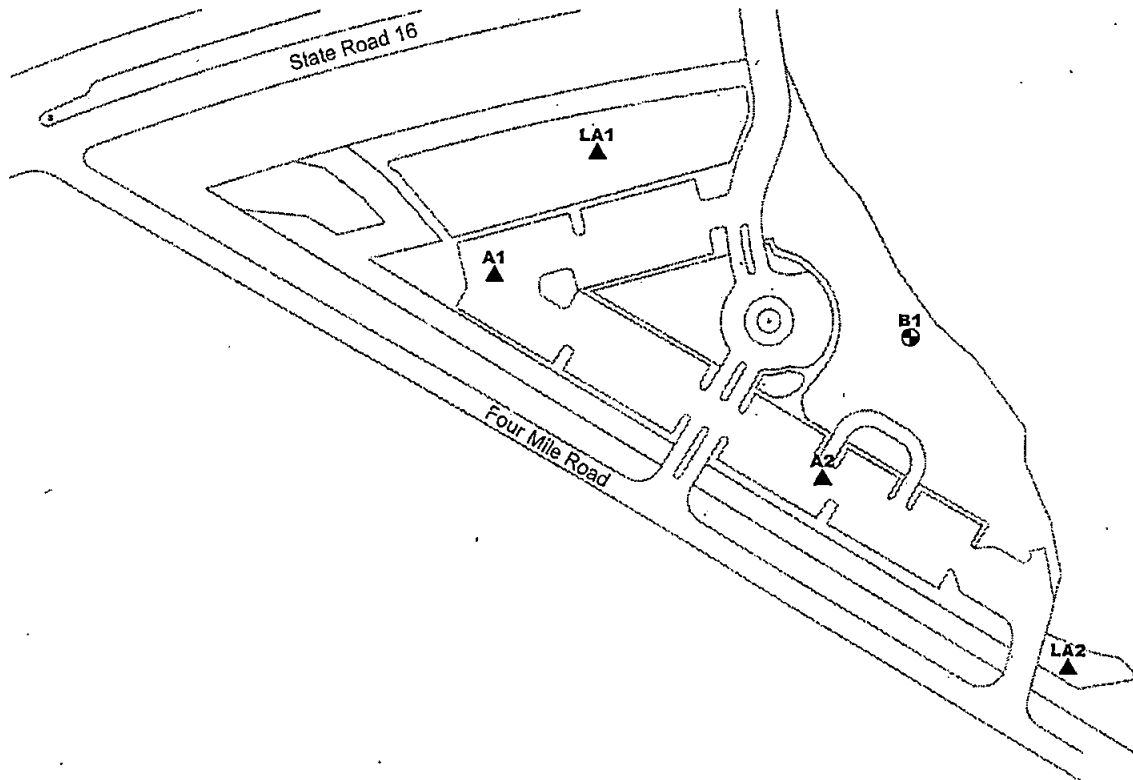
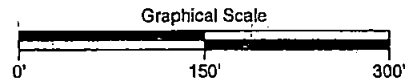
Site Location Plan
Site on State Road 16
 St. Johns County, Florida



Date: 12/13/04



Project No.: 04JX-1488

Figure 1



FIELD EXPLORATION PLAN

LEGEND

-  Approximate Location of Standard Penetration Test (SPT) Boring
-  Approximate Location of Auger Boring

Reference:
 Site plan emailed by client
 on 11/9/04

TS-04JX1488FE

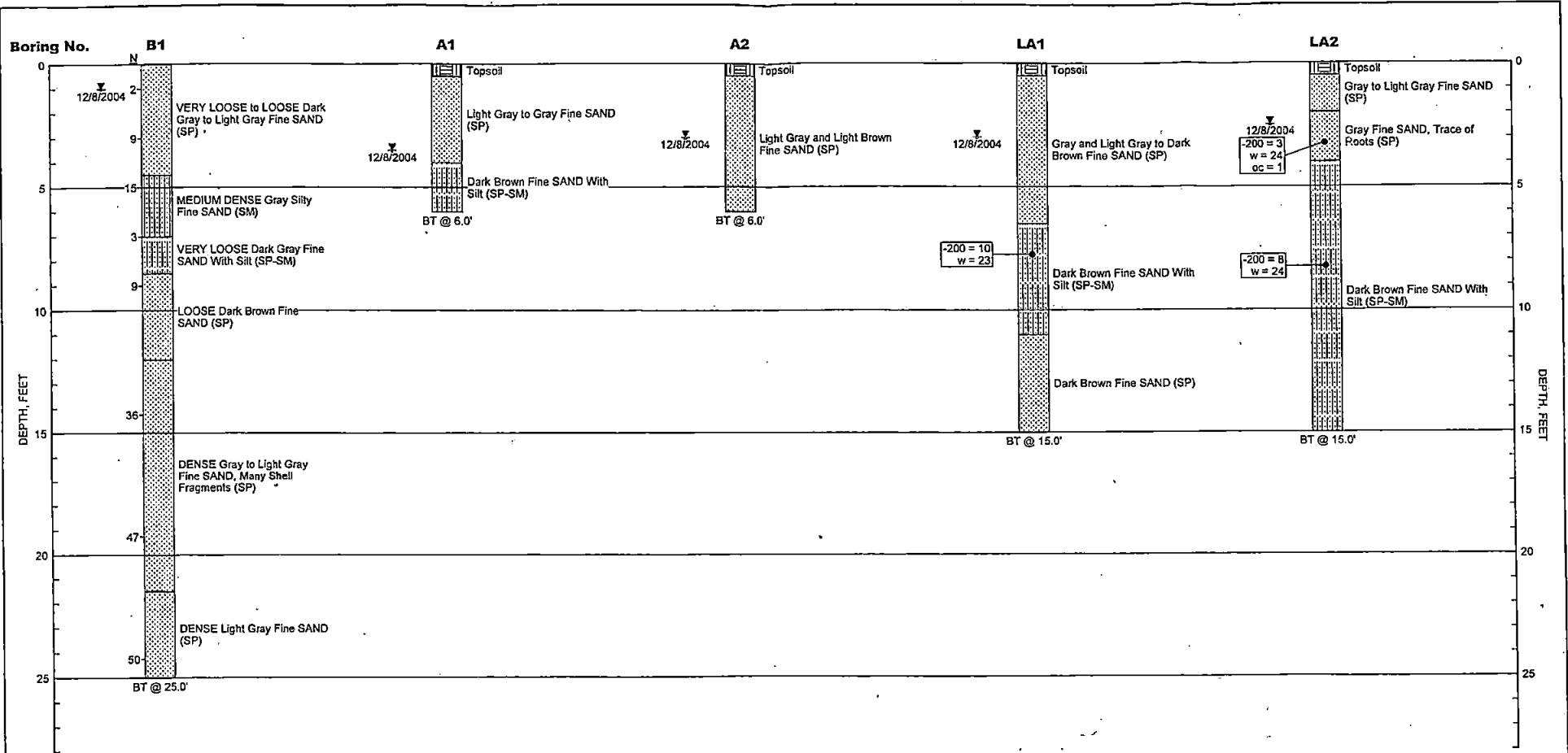
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Field Exploration Plan
Site on State Road 16
 St. Johns County, Florida











Date: 12/13/04

Project No.: 04JX-1488


Figure 2



LEGEND

-  Topsoil
-  Fine SAND (SP)
-  N Standard Penetration Resistance, Blows/foot
-  oc Organic Content (%)
-  Fine SAND With Silt (SP-SM)
-  Silty Fine SAND (SM)
-  SP Unified Soil Classification System
-  ∇ Groundwater Level at Time of Drilling
-  -200 % Passing No. 200 U.S. Standard Sieve
-  w Natural Moisture Content (%)

Generalized Subsurface Profiles
Site on State Road 16
 St. Johns County, Florida

 **Ellis & Associates Inc.**

DATE: 12/15/04	PROJ. NO.: 04JX-1488	Figure 3
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APPENDIX A
SOIL BORING LOGS

LOG OF BORING

Project: Site on State Road 16 Client: St. Johns County Construction Services
 Drill Rig: D-50 Driller: DK Register
 Boring Location: See Field Exploration Plan Drill Rod: _____ Drill Mud: _____
 Casing Size: _____ Length of Casing: _____
 Groundwater Depth: 1 ft Time: Drilling Date: 12/8/04 Boring Begun: 12/8/04 Boring Completed: 12/8/04

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)			
											⊙	⊕		
1	0	SAND	VERY LOOSE to LOOSE Dark Gray to Light Gray Fine SAND (SP)	1	2									
	1													
	1													
	2													
	2													
	4													
	5													
	6													
	9													
	3													
3	5	SAND	MEDIUM DENSE Gray Silty Fine SAND (SM)	5	15									
	10													
	6													
	2													
4		SAND	VERY LOOSE Dark Gray Fine SAND With Silt (SP-SM)	2	3									
	1													
	3													
5		SAND	LOOSE Dark Brown Fine SAND (SP)	2	9									
	2													
	3													
6	10	SAND	DENSE Gray to Light Gray Fine SAND, Many Shell Fragments (SP)	6	36									
	11													
	15													
	21													
	9													
	18													
	29													
	47													
	7													
	20													
8		SAND	DENSE Light Gray Fine SAND (SP)	19	50									
	23													
	27													
	50													
Remarks													Boring Terminated @ 25 ft.	

LOG OF BORING 04JX-1488.GPJ ELLIS ASSOCIATES.GDT 12/15/04

LOG OF BORING

 Project: Site on State Road 16 Client: St. Johns County Construction Services
 Boring Location: See Field Exploration Plan Drill Rig: _____ Driller: DK Register
 Groundwater Depth: 3.5 ft Time: Drilling Date: 12/8/04 Drill Rod: _____ Drill Mud: _____
 Casing Size: _____ Length of Casing: _____
 Boring Begun: 12/8/04 Boring Completed: 12/8/04

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	O PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)	
											<input type="checkbox"/> Pocket Penetrometer Undisturbed Sample <input type="checkbox"/> Pocket Penetrometer Disturbed Sample <input type="checkbox"/> Torvane <input type="checkbox"/> Unconfined Compression <input type="checkbox"/> Triaxial Compression	
	0		Topsoil									
1	1		Light Gray to Gray Fine SAND (SP)									
2	5		Dark Brown Fine SAND With Silt (SP-SM)									
	6		Boring Terminated @ 6 ft.									
	10											
	15											
	20											
	25											
Remarks												

LOG OF BORING 04JX-1488.GPJ ELLIS ASSOCIATES.GDT 12/15/04

LOG OF BORING

 Project: Site on State Road 16 Client: St. Johns County Construction Services
 Drill Rig: _____ Driller: DK Register
 Boring Location: See Field Exploration Plan Drill Rod: _____ Drill Mud: _____
 Casing Size: _____ Length of Casing: _____
 Groundwater Depth: 3 ft Time: Drilling Date: 12/8/04 Boring Begun: 12/8/04 Boring Completed: 12/8/04

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)	
											<input type="checkbox"/> Pocket Penetrometer Undisturbed Sample <input type="checkbox"/> Pocket Penetrometer Disturbed Sample <input type="checkbox"/> Torvane <input type="checkbox"/> Unconfined Compression <input type="checkbox"/> Triaxial Compression	
	0		Topsoil									
1	1		Light Gray Fine SAND (SP)									
2	5		Light Brown Fine SAND (SP)									
	6		Boring Terminated @ 6 ft.									
	10											
	15											
	20											
	25											

Remarks _____



Project No.: 04JX-1488
 Boring No.: LA1
 Sheet 1 of 1

LOG OF BORING

Project: Site on State Road 16 Client: St. Johns County Construction Services
 Drill Rig: D-50 Driller: DK Register
 Boring Location: See Field Exploration Plan Drill Rod: Drill Mud:
 Casing Size: Length of Casing:
 Groundwater Depth: 3 ft Time: Drilling Date: 12/8/04 Boring Begun: 12/8/04 Boring Completed: 12/8/04

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	LIQUID LIMIT	MOISTURE CONTENT (%)	SHEAR STRENGTH (ksf)	
										LIQUID LIMIT	
	0		Topsoil								
1	0 - 1		Gray to Light Gray Fine SAND (SP)								
2	1 - 5		Dark Brown Fine SAND (SP)								
3	5 - 10		Dark Brown Fine SAND With Silt (SP-SM)				10	+			
4	10 - 15		Dark Brown Fine SAND (SP)								
	15		Boring Terminated @ 15 ft.								
Remarks											

LOG OF BORING 04JX-1488.GPJ ELLIS ASSOCIATES.GDT 12/15/04



Project No.: 04JX-1488
 Boring No.: LA2
 Sheet 1 of 1

LOG OF BORING

Project: Site on State Road 16 Client: St. Johns County Construction Services
 Drill Rig: D-50 Driller: DK Register
 Boring Location: See Field Exploration Plan Drill Rod: Drill Mud:
 Casing Size: Length of Casing:
 Groundwater Depth: 2.5 ft Time: Drilling Date: 12/8/04 Boring Begun: 12/8/04 Boring Completed: 12/8/04

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER 6 IN.	N Value	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	OPLASTIC LIMIT	MOISTURE CONTENT (%)	LIQUID LIMIT	SHEAR STRENGTH (ksf)	
											+	+
	0		Topsoil									
	0		Gray to Light Gray Fine SAND (SP)									
1	1		Gray Fine SAND, Trace of Roots (SP)									
2	2		Dark Brown Fine SAND With Silt (SP-SM)			1	3		+			
3	3											
4	4						8		+			
5	5											
	15		Boring Terminated @ 15 ft.									
	20											
	25											
Remarks												

LOG OF BORING 04JX-1488.GPJ ELLIS ASSOCIATES.GDT 12/15/04

FIELD EXPLORATION PROCEDURES

Standard Penetration Test (SPT) Borings

The Standard Penetration Test (SPT) borings were made in general accordance with the latest revision of ASTM D 1586; "Penetration Test and Split-Barrel Sampling of Soils". The borings were advanced by rotary (or "wash-n-chop") drilling techniques. At 2 ½ to 5 foot intervals, a split-barrel sampler inserted to the borehole bottom and driven 18 inches into the soil using a 140 pound hammer falling on the average 30 inches per hammer blow. The number of hammer blows for the final 12 inches of penetration is termed the "penetration resistance, blow count, or N-value". This value is an index to several in-place geotechnical properties of the material tested, such as relative density and Young's Modulus.

After driving the sampler 18 inches (or less if in hard rock-like material), the sampler was retrieved from the borehole and representative samples of the material within the split-barrel were containerized and sealed. After completing the drilling operations, the samples for each boring were transported to our laboratory where they were examined by our engineer in order to verify the driller's field classification. The retrieved samples will be kept in our facility for a period of six (6) months unless directed otherwise.

Auger Boring

The auger borings were performed mechanically by the use of a continuous-flight auger attached to the drill rig and in general accordance with the latest revision of ASTM D 1452, "Soil Investigation and Sampling by Auger Borings". Representative samples of the soils brought to the ground surface by the augering process were placed in glass jars, sealed, and transported to our laboratory where they were examined by our engineer to verify the driller's field classification.

KEY TO SOIL CLASSIFICATION

Description of Compactness or Consistency in Relation To Standard Penetration Resistance

COARSE GRAINED SOILS (Sands and Gravels)	
N-Value	Compactness
0 - 3	Very Loose
4 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
51 and Greater	Very Dense

FINE GRAINED SOILS (Sils and Clays)	
N-Value	Compactness
0 - 1	Very Soft
2 - 4	Soft
5 - 8	Firm
9 - 15	Stiff
16 - 30	Very Stiff
31 and Greater	Hard

DESCRIPTION OF SOIL COMPOSITION**

(Unified Soil Classification System)

MAJOR DIVISION		Group Symbol	LABORATORY CLASSIFICATION CRITERIA		SOIL DESCRIPTION
			FINER THAN 200 SIEVE %	SUPPLEMENTARY REQUIREMENTS	
Coarse grained (over 50% by weight coarser than No. 200 sieve)	Gravelly soils (over half of coarse fraction larger than No. 4)	GW	0 - 5*	D ₆₀ /D ₁₀ greater than 4, D ₃₀ ² /(D ₆₀ × D ₁₀) between 1 & 3	Well graded gravels, sandy gravels
		GP	0 - 5*	Not meeting above gradation for GW	Gap graded or uniform gravels, sandy gravels
		GH	12 or more*	PI less than 4 or below A-line	Silty gravels, silty sandy gravels
		GC	12 or more*	PI over 7 above A-line	Clayey gravels, clayey sandy gravels
	Sandy soils (over half of coarse fraction finer than No. 4)	SW	0 - 5*	D ₆₀ /D ₁₀ greater than 6, D ₃₀ ² /(D ₆₀ × D ₁₀) between 1 & 3	Well graded sands, gravelly sands
		SP	0 - 5*	Not meeting above gradation requirements	Gap graded or uniform sands, gravelly sands
SM		12 or more*	PI less than 4 or below A-line	Silty sands, silty gravelly sands	
SC		12 or more*	PI over 7 and above A-line	Clayey sands, clayey gravelly sands	
Fine grained (over 50% by weight finer than No. 200 sieve)	Low compressibility (liquid limit less than 50)	ML	Plasticity chart		Sils, very fine sands, silty or clayey fine sands, micaceous silts
		CL	Plasticity chart		Low plasticity clays, sandy or silty clays
		OL	Plasticity chart, organic odor or color		Organic silts and clays of low plasticity
	High compressibility (liquid limit more than 50)	MH	Plasticity chart		Micaceous silts, diatomaceous silts, volcanic ash
		CH	Plasticity chart		Highly plastic clays and sandy clays
		OH	Plasticity chart, organic odor or color		Organic silts and clays of high plasticity
Soils with fibrous organic matter		Pt	Fibrous organic matter; will char, burn or glow		Peat, sandy peats, and clayey peat

* For soils having 5 to 12 percent passing the No. 200 sieve, use a dual symbol such as GW-GC.

** Standard Classification of Soils for Engineering Purposes (ASTM D 2487)

SAND DESCRIPTION MODIFIERS	
Modifier	Fines Content
With (No Modifier)	5% to 12%
Very	13% to 30%
Very	31% to 50%

ORGANIC MATERIAL MODIFIERS	
Modifier	Organic Content
Trace	1% to 2%
Few	2% to 4%
Some	4% to 8%
Many	>8%

APPENDIX B

LABORATORY DATA

LABORATORY TEST PROCEDURES

Percent Fines Content

The percent fines or material passing the No. 200 mesh sieve of the sample tested was determined in general accordance with the latest revision of ASTM D 1140. The percent fines are the soil particles in the silt and clay size range.

Natural Moisture Content

The water content of the sample tests was determined in general accordance with the latest revision of ASTM D 2216. The water content is defined as the ratio of "pore" or "free" water in a given mass of material to the mass of solid material particles.

Organic Loss on Ignition (Percent Organics)

The organic loss on ignition or percent organic material in the sample tested was determined in general accordance with ASTM D 2974. The percent organics is the material, expressed as a percentage, which is burned off in a muffle furnace at 455 ± 10 degrees Celsius.

BID NO: 19-76

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

PROJECT: ST. JOHNS COUNTY UTILITY DEPARTMENT ADMINISTRATION BUILDING
EXPANSION

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: 19-76; St. Johns County Utility Department Administration Building Expansion 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 PRICE: The Base Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications named SJC Utility Department Addition.

\$ _____
Lump Sum Bid Price (Numerical)

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

ALTERNATE #1 BID PRICE: The pricing for Alternate #1 shall be for the lump sum amount to be added to the base bid amount to includes the interior renovation of existing customer service area including mechanical, electrical, and architectural documents. Alternate # 1 project will be added only if there is adequate funding.

\$ _____
Alternate # 1 Lump Sum Amount (Numerical)

Lump Sum Amount (Amount written or typed in words) /100 Dollars

BID NO: 19-76

ALTERNATE #2 BID PRICE: The pricing for Alternate #2 shall be for the lump sum amount to be added to the base bid amount to Landscape and Civil work as indicated on Civil Drawings. Alternate # 2 project will be added only if there is adequate funding.

\$ _____
Alternate # 2 Lump Sum Amount (Numerical)

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

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

ALTERNATE #3 BID PRICE: The pricing for Alternate #3 shall be for the lump sum amount to be added to the base bid amount for the purchase of White Noise System. Alternate # 3 project will be added only if there is adequate funding.

\$ _____
Alternate # 3 Lump Sum Amount (Numerical)

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

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

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 Lump Sum 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.

BID NO: 19-76

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)

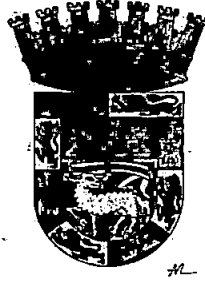
INDIVIDUAL

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" – Experience of Bidder Form
 - Attachment "I" – Drug Free Workplace Form
 - Attachment "J" – Claims, Liens, Litigation History
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" 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.



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

BID NO: 19-76

**ST. JOHNS COUNTY UTILITY DEPARTMENT
ADMINISTRATION BUILDING EXPANSION**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
904.209.0150
www.sjcfl.us/Purchasing/index.aspx**

Final: 07/01/19

Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – St Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors/Suppliers

“E” – Conflict of Interest Disclosure Form

“F” – Certificate of Compliance with Florida Trench Safety Act

“G” – Proof of Insurance

“H” – Experience of Bidder Form

“I” – Drug Free Workplace Form

“J” – Claims, Liens, Litigation History

Bid Bond

Sealed Bid Mailing Label

PROJECT SPECIFICATIONS/PROJECT DRAWINGS

END OF TABLE OF CONTENTS

BID NO: 19-76

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, August 7, 2019 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion**. 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 purpose of this bid is to solicit pricing from interested and qualified vendors for providing all labor, materials, equipment, and any other items necessary construct approximately 4,564 square foot new addition to the current Utility Department Building location at 1205 State Road 16, St. Augustine, FL 32084. Work includes site construction, general construction, and all mechanical, electrical, plumbing, structural and fire protection system necessary to meet the design intent and complete the work and to meet all applicable codes.

The bid documents include the plans, project specifications and any forthcoming bid addenda.

Minimum Qualifications

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a 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.

Pre-Bid Meeting

There will be a **Non-Mandatory** Pre-Bid Meeting on **Wednesday, July 17, 2019 at 2:00 PM** at the site, St. Johns County Utility Department Administration Building, 1205 State Road 16, St. Augustine, FL 32084. Attendance at the pre-bid conference is **not** required in order to submit a bid, but is highly recommended to ensure sufficient understanding of the project requirements.

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 #19-76. 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/Purchasing/OpenBids.aspx. Bid Documents may also be requested, **in writing**, from the St. Johns County Purchasing Designated Point of Contact, as provided below.

Designated Point of Contact

Any and all questions related to this project shall be directed, **in writing**, to the Designated Point of Contact for this project, Leigh A. 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, July 24, 2019**, 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.

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.

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.

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

INSTRUCTION TO BIDDERS

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

PROJECT: Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion

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 Agreement, 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 or SJC Purchasing, as stated in the 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 MEETING

There will be a **Non-Mandatory** Pre-Bid Meeting on **Wednesday, July 17, 2019 at 2:00 PM** at the site, St. Johns County Utility Department Administration Building, 1205 State Road 16, St. Augustine, FL 32084. Attendance at the pre-bid conference is **not** required in order to submit a bid, but is highly recommended to ensure sufficient understanding of the project requirements.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Leigh A. 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.

If the Designated Point of Contact provided above is absent or unavailable for three (3) business days, bidders may contact Erin Edwards, Procurement Coordinator at eedwards@sjcfl.us.

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 the Designated Point of Contact, as provided above, no later than four o'clock (4:00PM) on **Wednesday, July 24, 2019**, 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 **TRIPPLICATE** (one (1) original and two (2) copies) on the required forms provided herein by or before **Wednesday, August 7, 2019 at 2:00PM EST**. 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: 19-76; St. Johns County Utility Department Administration Building Expansion**"

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 County 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 County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The County 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. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

It is the intent of the County to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to 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 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.

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. Each Bidder must submit Attachment "H"- Experience of Bidder Form.

Proof of qualifications shall be provided by completing and submitting Attachment "C" – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

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 A1A 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: If no Subcontractors or major material suppliers are required, so state there on.

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

Prior to the award of the Contract, the County will notify the Bidder in writing if 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.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

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 base bid project shall be substantially complete within **One Hundred Fifty (150)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Fifteen (15)** consecutive calendar days from the date of substantial completion. **The County will add Sixty (60) consecutive calendar days if Alternate # 1 is accepted and add Forty Five (45) consecutive calendar days if Alternate # 2 is accepted.**

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.....	\$ 956
Over \$50,000 but less than \$250,000.....	\$ 964
\$250,000 but less than \$500,000.....	\$ 1,241
\$500,000 but less than \$2,500,000.....	\$ 1,665
\$2,500,000 but less than \$5,000,000.....	\$ 2,712
\$5,000,000 but less than \$10,000,000.....	\$ 3,447
\$10,000,000 but less than \$15,000,000.....	\$ 4,866
\$15,000,000 but less than \$20,000,000.....	\$ 5,818
\$20,000,000 and over.....	\$9,198 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 throughout the duration of the awarded 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 throughout the duration of the awarded 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, throughout the duration of the awarded Contract, 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 throughout the duration of the awarded 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, throughout the duration of the awarded Contract, Builders Risk insurance, property insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

The Contractor shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

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

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, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, 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. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

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, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

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.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 19-76

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: ST. JOHNS COUNTY UTILITY DEPARTMENT ADMINISTRATION BUILDING
EXPANSION

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: 19-76; St. Johns County Utility Department Administration Building Expansion 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 PRICE: The Base Bid for this project shall be for the complete construction of the project, in accordance with the plans and specifications named SJC Utility Department Addition.

\$ _____
Lump Sum Bid Price (Numerical)

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

ALTERNATE #1 BID PRICE: The pricing for Alternate #1 shall be for the lump sum amount to be added to the base bid amount to includes the interior renovation of existing customer service area including mechanical, electrical, and architectural documents. Alternate # 1 project will be added only if there is adequate funding.

\$ _____
Alternate # 1 Lump Sum Amount (Numerical)

Lump Sum Amount (Amount written or typed in words) /100 Dollars

BID NO: 19-76

ALTERNATE #2 BID PRICE: The pricing for Alternate #2 shall be for the lump sum amount to be added to the base bid amount to Landscape and Civil work as indicated on Civil Drawings. Alternate # 2 project will be added only if there is adequate funding.

\$ _____
Alternate # 2 Lump Sum Amount (Numerical)

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

Bidders shall input amounts in numerals and in words. Any discrepancy between the amounts provided shall be determined by the amount written in words for each bid item above.

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 Lump Sum 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.

BID NO: 19-76

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" – Experience of Bidder Form
 - Attachment "I" – Drug Free Workplace Form
 - Attachment "J" – Claims, Liens, Litigation History
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" 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: 19-76

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: 19-76; St. Johns County Utility Department Administration Building Expansion, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That 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)

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

By: _____

(Title)

Notary Public:

Signature

Printed

My commission Expires: _____

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

BID NO: 19-76

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)

ATTACHMENT "E"

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

Project Number/Description: Bid No: 19-76; St. Johns County Utility Department Administration Building Expansion

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: 19-76

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: 19-76

ATTACHMENT "G"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

BID NO: 19-76

ATTACHMENT "H"

EXPERIENCE OF BIDDER

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

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.

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

By: _____
Bidder _____ Date _____

Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

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: _____

BID NO: 19-76

St. Johns County Board of County Commissioners

ATTACHMENT "I"

DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

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

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

Signature

Date

ATTACHMENT "J"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
 Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____
 Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
 Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
 If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 19-76

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

ST. JOHNS COUNTY UTILITY DEPARTMENT ADMINISTRATION BUILDING EXPANSION

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: 19-76

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: 19-76

ST. JOHNS COUNTY UTILITY DEPARTMENT ADMINISTRATION BUILDING EXPASION

**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: 19-76
BID TITLE:	ST. JOHNS COUNTY UTILITY DEPARTMENT ADMINISTRATION BUILDING EXPANSION
DUE DATE/TIME:	By 2:00PM – August 7, 2019
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Leigh A. Daniels, CPPB 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT

SPECIFICATIONS

Separate Documents