

RESOLUTION NO. 2021 - 323

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 21-100 AND TO EXECUTE AN AGREEMENT WITH CHINCHOR ELECTRIC INC FOR SIGNALIZATION REPLACEMENT AT INTERSECTION OF US 1 / SHORE DRIVE - HMGP 4283-012-R.

RECITALS

WHEREAS, the County is progressing with the HMGP project to replace the signal at US1 and Shore Drive, with the scope of work includes provision of any and all labor, materials, and equipment required in order for replacement of the existing strain pole and span wire signals with mast arms at the intersection of US 1 (SR 5) and Shore Drive, in St. Johns County, Florida, in accordance with Bid No. 21-100; and

WHEREAS, through the County's formal Bid process, Chinchor Electric, Inc. was the lowest, responsive, responsible bidder; 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 contract to complete the work 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 No. 21-100 to Chinchor Electric, Inc. as the lowest, responsive, responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further 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 No: 21-100.

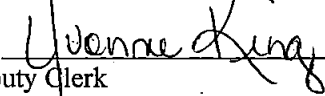
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 3rd day of August, 2021.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk



RENDITION DATE AUG 03 2021

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 **Five Hundred Seventy Thousand Eight Hundred Fifteen Dollars and Twenty-Six Cents (\$570,815.26)**.

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 five (5) percent of the payment as retainage until completion of the Work.

(b) 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



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

July 9, 2021

RE: Bid No: 21-100; Signalization Replacement at Intersection of Us 1 / Shore Drive – HMGP 4283-012-R

Please be advised that the Purchasing Department of the St. Johns County is issuing this notice of its Intent to Award a contract to Chinchor Electric, Inc. as the lowest responsive, responsible bidder for Bid No: 21-100; Signalization Replacement at Intersection of Us 1 / Shore Drive – HMGP 4283-012-R. This notice will remain posted until 4:00 PM, Wednesday, July 14, 2021.

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

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

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at dfye@sjcfl.us.

Sincerely,

*St. Johns County
Board of County Commissioners*


County Representative Signature

Date: 7/9/21

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



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Nick Perpich, Project manager
FROM: Diana M. Fye, AS, CPPB, Procurement Coordinator
SUBJECT: Bid # 21-100; Signalization Replacement at Intersection of US 1 / Shore Drive -
HMGP 4283-012-R
DATE: July 7, 2021

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

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

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

Dept. Approval Donald Randers
Date 7/7/2021
Budget Amount \$651,969.04
Account Funding Title IF "C"
Funding Charge Code 1191-55304-3042-56301 - \$401,057.76
1191-55306-3042-56301 - \$162,412.00
1191-56301-3042-56301 - \$88,499.28
Award to Chinchor Electric, Inc.
Award Amount \$570,815.26

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE SIGNALIZATION REPLACEMENT AT INTERSECTION OF ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
US 1 / SHORE DRIVE - HMGP 4283-012-R DECISION WITH RESPECT TO THE AWARD OF ANY BID,
 SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
BID NUMBER 21-100 ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT
OPENING DATE/TIME July 7, 2021 2:00 PM FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
 HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
POSTING DATE/TIME FROM 07/07/21 UNTIL 07/12/21 HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
4:00 PM PROTEST PROCEDURES MAY BE OBTAINED IN THE
4:00 PM PURCHASING DEPARTMENT.

OPENED BY DIANA M FYE *DF*
TABULATED BY APRIL BACON *AB*
VERIFIED BY *[Signature]*

BIDDERS	TOTAL LUMP SUM BID						
CHINCHOR ELECTRIC, INC.	\$570,815.26						
TRAFFIC CONTROL DEVICES, INC.	\$604,260.00						
AMERICAN LIGHTING AND SIGNALIZATION	\$745,971.00						

BID AWARD DATE - _____