

RESOLUTION NO. 2021 - 514

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-20 AND TO EXECUTE AN AGREEMENT WITH DIMARE CONSTRUCTION COMPANY FOR ST. JOHNS GOLF CLUB CLUBHOUSE & CART BARN RENOVATION.

RECITALS

WHEREAS, the County is progressing with the project for renovating the St. Johns Golf Club Clubhouse & Cart Barn, with the scope of work including provision of any and all labor, materials, and equipment required for renovating the Club House & Cart Barn at the St. Johns Golf Club, in St. Johns County, Florida, in accordance with Bid No. 22-20; and

WHEREAS, through the County's formal Bid process, DiMare Construction Company 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. 22-20 to DiMare Construction Company 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: 22-20.

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 7th day of December, 2021.

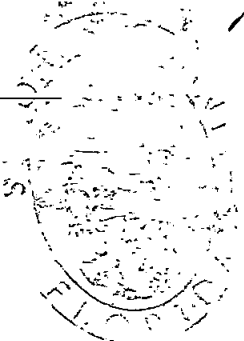
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

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

By: Robin L. Platt
Deputy Clerk

RENDITION DATE DEC 9 2021





**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**
(1992 EDITION, REVISED 05/07/20)
Master Contract No: 21-MAS-DIM-15233

This Contract Agreement ("Agreement") is made as of _____, 2021 by and between **ST. JOHNS COUNTY, FL** ("Owner"), a political subdivision of the State of Florida, whose principal offices are located (at 500 San Sebastian View, St. Augustine, FL 32084, and **DiMare Construction Company**. ("Contractor"), with offices located at: 3545 US Highway 1 South, St. Augustine, FL 32086, Phone: 904-797-3328, Fax: 904-797-4341, and E-mail: wfd@dimare.com, under seal for Construction of **BID NO: 22-20; ST. JOHNS GOLF CLUB CLUBHOUSE & CART BARN RENOVATION**, 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, Addendum 1, Bonds and Insurance.

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

1.2.2 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.

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 shall be responsible for providing any and all permitting, labor, materials, and equipment required to complete the renovation work for the St. Johns County Golf Club Clubhouse, Cart Barn and Breezeway located at 4900 Cypress Links Blvd., Elkton, FL 32033. All work shall be performed as identified in the plans, specifications, and addenda provided by PQH Design. The scope of work for this renovation includes, but is not limited to, demolition, framing, roofing, waterproofing, stucco & masonry work, windows, doors & hardware, siding, soffit, fascia & gutters, mechanical, walk-in

cooler, electrical, plumbing, insulation, drywall, acoustic ceiling, interior & exterior painting, ceramic tile, bathroom partitions & accessories, flooring & base, casework & countertops, furniture & window treatments, signage, minor landscaping and exterior site improvements & railings.

All work shall be performed in accordance with the plans and specifications under Bid No. 22-20.

2.2 Cleaning the Site and the Project

2.2.1 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.

2.3 Access to Work

2.3.1 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.

2.4 Safety

2.4.1 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.

2.4.2 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 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 **One Hundred Eighty (180)** consecutive calendar days. Final Completion shall be reached by or before **Thirty (30)** 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, 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. In the event any schedule revision impacts the completion time as provided in Section 3.1.1 above, the Contractor shall submit a request for time extension, in accordance with procedures as provided herein. Failure by the Contractor to strictly comply with the provisions of this Paragraph shall constitute a material breach of this Agreement.

3.1.3 The Contractor shall pay the Owner the sum of **One Thousand Six Hundred Sixty Five Dollars (\$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 **Eight Hundred Eighty Six Thousand Eight Hundred Dollars (\$886,800.00)** which includes a **Base Bid Price of Eight Hundred Seven Thousand Dollars (\$807,000.00)**, plus Bid Alternate No. 1, **Five Thousand Nine Hundred Dollars (\$5,900.00)** to remove and replace the existing water heater, Bid Alternate No. 2, **Twenty Three Thousand Seven Hundred Dollars (\$23,700.00)** to install seven (7) gable dormers on the Clubhouse, Bid Alternate No. 3, **Fifteen Thousand Nine Hundred Dollars (\$15,900.00)** to install four (4) retractable awnings on the Clubhouse, Bid Alternate No. 4, **Two Thousand Seven Hundred Dollars (\$2,700.00)** to install screening/fences (2 locations) at north side of Clubhouse, Bid Alternate No. 5, **Fifteen Thousand Seven Hundred Dollars (\$15,700.00)** to remove and replace the storefront windows on the Cart Barn, Bid Alternate No 6, **Eleven Thousand Dollars (\$11,000.00)** to replace and upgrade Cart Barn lighting, wiring and controls, Bid Alternate No. 7, **Four Thousand Nine Hundred Dollars (\$4,900.00)** to prep and paint the interior surfaces of the Cart Barn.

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 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 3.1.3. 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 Indemnity

7.7.1 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.

7.7.2 In claims against any person or entity indemnified under this Paragraph 7.7.1 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 7.7.1 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.

7.8 Employment Eligibility and Mandatory Use of E-Verify.

7.8.1 As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b) The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c) The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d) The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance

with section 448.095(2)(d), F.S.

- e) Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f) Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

7.9 Contractor Safety and Health Requirements

7.9.1 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.

7.9.2 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.

7.9.3 OSHA Requirements

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

7.9.4 Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

7.9.5 Training and Education:

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocutation Hazards.

7.9.6 Fire Extinguishers (For Fire Extinguisher Services)

Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

7.9.7 Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally

Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

7.9.8 Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way

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 have 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.

8.3 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.

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 during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles,

including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

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

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

ARTICLE 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.

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:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

BID NO: 22-20; ST. JOHNS GOLF CLUB CLUBHOUSE & CART BARN RENOVATION
Master Contract No: 21-MAS-DIM-15233

Owner

St. Johns County, FL (Seal)
(Typed Name)

By: _____
Signature of Authorized Representative

Leigh A. Daniels, CPPB
Printed Name

Purchasing Manager
Title

Date of Execution

Contractor

DiMare Construction Company (Seal)
(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:

Office of County Attorney

Date of Execution



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

November 15, 2021

RE: Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

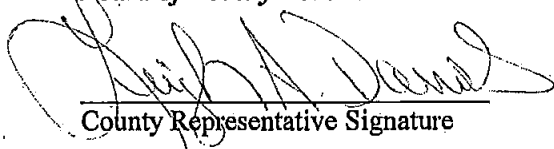
Please be advised that the Purchasing Division of St. Johns County is issuing this notice of its Intent to Award a contract to DiMare Construction as the lowest responsive, responsible bidder for Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation. This notice will remain posted until 5:00PM, Friday, November 19, 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 Division 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 Division 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 Division 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.

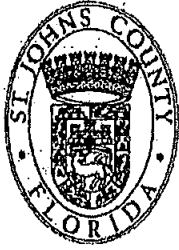
Please forward all correspondence, requests or inquiries directly to Malinda "Jordy" Fusco, MA, CPM Procurement Coordinator at mfusco@sjcfl.us

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 11/15/21

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: Duane Kent, P.E., Public Works
FROM: Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator
SUBJECT: Bid No. 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation
DATE: November 10, 2021

Attached are copies of the bid proposals received for the above mentioned bid 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 to my attention as soon as possible.

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

Department Head Approval

Date

11-12-21

Budget Amount

4,945,000

Account Funding Title

Ceols Course Clubhouse renovation

Funding Charge Code

3455-56301-7674-56301

Award to

Dimare Construction

Award Amount

\$ 886,800

[Handwritten Signature]
R. Duane Kent

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE St. Johns Golf Club Clubhouse & Cart Barn Renovation

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

OPENED BY Jordy Fusco

TABULATED BY David Pyle

VERIFIED BY Leigh Daniels

BID NUMBER 22-20

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME November 10, 2021 2:00 PM

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

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

POSTING DATE/TIME 10/05/21 2:00 PM 11/10/21 2:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

BIDDERS	BASE BID PRICE	BID ALTERNATE #1 Remove and replace the existing water heater	BID ALTERNATE #2 Seven (7) gable dormers on the Clubhouse	BID ALTERNATE #3 Four (4) retractable awnings on the Clubhouse	BID ALTERNATE #4 Screening/fences (2 locations) at north side of Clubhouse	BID ALTERNATE #5 Remove and replace the storefront windows on the Cart Barn	BID ALTERNATE #6 Replace and upgrade Cart Barn lighting, wiring and controls	BID ALTERNATE #7 Prep and paint the interior surfaces of the Cart Barn
Coastal Reconstruction Group	\$1,394,445.96	\$10,958.83	\$16,607.84	\$38,987.35	\$3,758.84	\$17,492.83	\$28,957.80	\$8,806.71
Balckwater Construction Services	\$1,045,387.00	\$8,900.00	\$22,500.00	\$19,200.00	\$14,250.00	\$29,500.00	\$30,000.00	\$6,900.00
CC Borden Construction, Inc.	\$1,045,911.00	\$8,700.00	\$8,100.00	\$21,600.00	\$6,000.00	\$14,600.00	\$20,300.00	\$22,400.00
DiMare Construction Co.	\$807,000.00	\$5,900.00	\$23,700.00	\$15,900.00	\$2,700.00	\$15,700.00	\$11,000.00	\$4,900.00

BID AWARD DATE - _____

BID NO: 22-20

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: ST. JOHNS GOLF CLUB CLUBHOUSE & CART BARN RENOVATION

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

DATE SUBMITTED: 11/10/2021

BID PROPOSAL OF

DiMare Construction Co.

Full Legal Company Name

3545 US Highway 1 South Saint Augustine, FL 32086

904-797-3328

904-797-4341

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials and all other incidentals necessary to comply with the Contract Documents to submit the following Bid Proposal.

The "Total Unit Price Bid" shall be the amount derived from adding all unit prices from the Unit Price Sheet. In the event of a discrepancy between unit prices and total price, the unit price shall govern over the extended or total price of each item.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

BASE BID PRICE

The Base Bid Price shall be for all labor, equipment, materials and installation as well as any and all fees, charges, or other costs associated with the St. Johns Golf Club Clubhouse & Cart Barn Renovation in accordance with the plans and specification.

\$ 807,000-
Base Bid Price (Numerical)

_____/100 Dollars
Base Bid Price (Amount written or typed in words)

BID ALTERNATE No. 1

Remove and replace the existing water heater.

\$ 5,900⁻
Bid Alternate No. 1 (Numerical)

/100 Dollars

Bid Alternate No. 1 (Amount written or typed in words)

BID ALTERNATE No. 2

Seven (7) gable dormers on the Clubhouse

\$ 23,700⁻
Bid Alternate No. 2 (Numerical)

/100 Dollars

Bid Alternate No. 2 (Amount written or typed in words)

BID ALTERNATE No. 3

Four (4) retractable awnings on the Clubhouse

\$ 15,900⁻
Bid Alternate No. 3 (Numerical)

/100 Dollars

Bid Alternate No. 3 (Amount written or typed in words)

BID ALTERNATE No. 4

Screening/fences (2 locations) at north side of Clubhouse

\$ 2,700⁻
Bid Alternate No. 4 (Numerical)

/100 Dollars

Bid Alternate No. 4 (Amount written or typed in words)

BID ALTERNATE No. 5

Remove and replace the storefront windows on the Cart Barn

\$ 15,700⁻
Bid Alternate No. 5 (Numerical)

/100 Dollars

Bid Alternate No. 5 (Amount written or typed in words)

BID ALTERNATE No. 6

Replace and upgrade Cart Barn lighting, wiring and controls

\$ 11,000⁻
Bid Alternate No. 6 (Numerical)

/100 Dollars

Bid Alternate No. 6 (Amount written or typed in words)

BID ALTERNATE No. 7

Prep and paint the interior surfaces of the Cart Barn

\$ 4,900-
Bid Alternate No. 7 (Numerical)

/100 Dollars

Bid Alternate No. 7 (Amount written or typed in words)

ALLOWANCES

The following Allowances will apply:

Allowance No. 1: \$2,500 for minor Landscaping/Planting. Landscaping/plantings to occur at concrete cut-out locations on either side of breezeway.

Allowance No. 2: \$20,000 for furniture and window treatments as selected by owner.

Allowance No. 3: \$1,000 for signage/identifying devices. This allowance does not include exit signs required by code and shown on the life safety plan. Exit signs shall be included in base bid.

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: 1 Date Received: 10/14/2021

No: 2 Date Received: 10/27/2021

No: 3 Date Received: 11/01/2021

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that a full examination of the locations of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid by the County within thirty (30) consecutive calendar days for the time set from the time set for 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 Purchase Order presented by the Owner.


The undersigned pledges to provide the materials and services as specified in the Bid Documents barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

BID NO: 22-20

CORPORATE/COMPANY

Full Legal Company Name: DiMare Construction Co. (Seal)

By:  W. Frank DiMare / President
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 3545 US Highway 1 South Saint Augustine, FL 32086

Telephone No.: (904) 797-3328 Fax No.: (904) 797-4341

Email Address for Authorized Company Representative: wfd@dimare.com

Federal I.D. Tax Number: 59-2221950 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 Insurance
 - Attachment "G" – Drug-Free Workplace Form
 - Attachment "H" – Experience of Bidder Form
 - Attachment "I" – Claims, Liens, Litigation History
 - Attachment "J" – E-Verify Affidavit
 - Attachment "K" – Sworn Statement of Public Entity Crimes
 - Attachment "L" – Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion
 - Attachment "M" – Certification for Disclosure of Lobbying Activities
 - Attachment "N" – Local Preference
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments 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: 22-20

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 W Frank DiMare who being duly sworn, deposes and says he is President (Title) of the firm of DiMare Construction Co. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation, in St. Johns County, Florida.

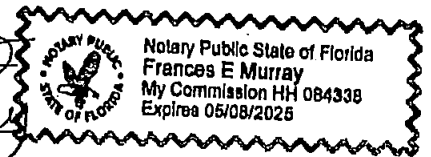
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he,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

[Signature]
(Bidder)

Sworn and subscribed to me this 10th day
of November, 2021.

By: W Frank DiMare
President
(Title)

Notary Public:
[Signature]
Signature
Frances E Murray
Printed



My commission Expires: 5/06/2025

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

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, W. Frank DiMare, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that FRANK DIMARE who signed the said bond on behalf of the Principal, was then PRESIDENT & SECRETARY 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 on behalf of said Corporation by authority of its governing body.


Secretary



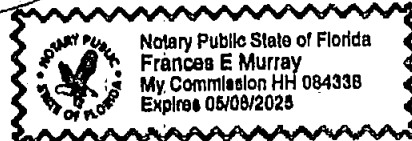
(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared W. Frank DiMare to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the ABOVE and that he has been authorized by Dimare Construction Co 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 10 day of November, 2021, 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 "D"

LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Vendor in the performance of this work.

The bidder shall attach a copy of each current license for the Sub-Contractor(s) listed below to this form.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Enterprise Roofing	Roofing		
Young's	Concrete		
Young's	Masonry		
Mike Donohue	Framing		
Progressive Air	HVAC		
AN STRAS	Plumbing		
PC G, Inc	Electrical		
Contractors Glass Inc.	Store Front Windows & Doors		
B & H Interiors	Drywall		
Jacksonville ^{Painting} Pros	Painting		
DIXIE Contract	Flooring		

ATTACHMENT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

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: DiMare Construction Co.

Authorized Representative(s) :


Signature

W Frank DiMare/President
Print Name/Title

Signature

Print Name/Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2021

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 Herble Wiles Insurance Inc. 400 N Ponce de Leon Blvd. St Augustine FL 32084-3067		CONTACT NAME: Dawn DiMeglio PHONE (A/C, No, Ext): (904) 829-2201 FAX (A/C, No): (904) 829-2020 E-MAIL ADDRESS: ddmeglio@herblewiles.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Trust Insurance Company	NAIC # 20141
		INSURER B: FCCI Insurance Company	
		INSURER C: ICW Group	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES CERTIFICATE NUMBER: 21-22 Liab V 1.0

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 100049409 02	06/30/2021	06/30/2022	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 - COMP/OP AGG \$ 2,000,000 Data Compromise \$ 100,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 100049410 02	06/30/2021	06/30/2022	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB 100049411 02	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WFL 5052664 01	12/31/2020	12/31/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER St Johns County 500 San Sebastian View St Augustine FL 32084	CANCELLATION 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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

BID NO: 22-20

ATTACHMENT "G"

DRUG-FREE WORKPLACE FORM

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

DiMare Construction Co. 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

11/10/2021
Date

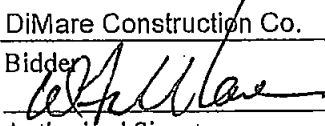
ATTACHMENT "H"

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 equal to or greater than the scope and dollar value of that being proposed.

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

By: DiMare Construction Co. 11/10/2021
Bidder _____ Date _____

Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
1/2018	St Johns County	6,449,700	SJC Combined Fire Station #5 & Sheriff's South Regional Command Center US Highway 1 South, St Augustine FL 32086
7/2016	St Johns County	10,946,000	SJC Public Works
1/2019	St Johns County	3,371,700	SJC Fire Station #19 St Augustine FL

ATTACHMENT "I"

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, sub-vendor or supplier resulting from a construction dispute? Yes _____ No X 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. No Construction Litigation
- 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. NONE

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes _____ No X 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 X No _____
 If no, please explain why? NONE

- 7. List the status of all pending claims currently filed against your company: NONE

Liquidated Damages

- 1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes X No _____ If yes, please explain in detail: Airport Authority assessed liquidated damages when project completion was late due to pandemic supply chain issues.

(Use additional or supplemental pages as needed)

ATTACHMENT "J"

E-VERIFY AFFIDAVIT

Contract No.: BID 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

STATE OF Florida
COUNTY OF St Johns

I, W Frank DiMare (hereinafter "Affiant"), being duly authorized by and on behalf of DiMare Construction Co. (hereinafter "Contractor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 10th day of November, 2021.

[Signature]
Signature of Affiant

W Frank DiMare
Printed Name of Affiant
President

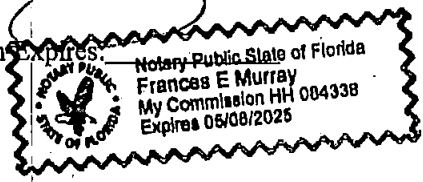
Printed Title of Affiant

DiMare Construction Co.
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10th day of November, 2021, by W Frank DiMare/President {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

My Commission Expires:



ATTACHMENT "K"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant W Frank DiMare, who, being by me first duly sworn, made the following statement:

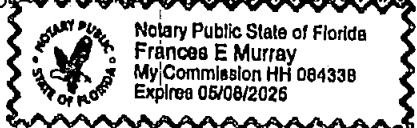
1. The business address of DiMare Construction Co. (name of Offeror or business) is 3545 US Highway 1 South Saint Augustine, FL 32086
2. My relationship to DiMare Construction Co. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

DiMare Construction Co.
 Name of Business
 By: [Signature]
 Printed Name: W Frank DiMare
 Title: President

STATE OF Florida
 COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 10th day of November, 2021, by
W Frank DiMare, as President of
DiMare Construction Co. and who:

[Notary: Please select one]
 is personally known to me; or
 has produced _____ as identification.

[Signature]
 Notary Public, State of Florida
 Printed, typed or stamped name, commission and expiration:


ATTACHMENT "M"

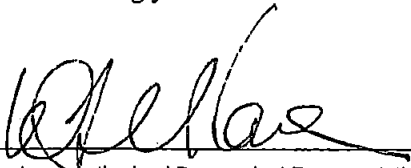
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



Signature - Authorized Respondent Representative

W. FRANK DIMWE, PRES.

Printed Name & Title

11/10/21

Date of Signature

ATTACHMENT "N"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "T" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "T".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual ✓

Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

[Handwritten Signature]
Signature – Authorized Respondent Representative

W. FRANK DIMARIE, PRES.
Printed Name & Title

11/10/21
Date of Signature

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE 87-36

2020/2021 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 1018196
EXPIRES September 30, 2021

TYPE OF BUSINESS 000512 *GENERAL CONTRACTOR

BUSINESS ADDRESS 3546 US #1 SOUTH
ST. AUGUSTINE, FL 32086

BUSINESS NAME DIMARE CONSTRUCTION
OWNER DIMARE, WILLIAM F.

MAILING ADDRESS 3545 US #1 SOUTH
ST. AUGUSTINE, FL 32086

S#CG-C015116

X NEW BUSINESS TRANSFER ORIGINAL TAX	18.00
AMOUNT	18.00
PENALTY	.00
COLLECTION COST	
TOTAL	18.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-8143326-0001-0001 501 09/02/2020 18.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise agreement, or other county commission, state or federal permission of authority is required by county, state or federal law.

This Receipt is issued pursuant to
County ordinance 87-36

**2021/2022 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1018196
EXPIRES September 30, 2022

Business Type General Contractor
Location 3545 US #1 South
St Augustine FL 32086

Business Name Dimare Construction

Owner Name Dimare, William F.

Mailing Address 3545 US #1 South
St. Augustine, FL 32086



**New Business
Transfer**

Tax	18.00
Penalty	0.00
Cost	0.00
Total	18.00

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2020-803930 on 09/08/21 for \$18.00

BID NO: 22-20

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that DiMare Construction Co. as Principal, and North American Specialty Insurance Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amount Bid Dollars (\$ -- 5% --) 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 November 10, 2021.

For
BID NO. 22-20; ST. JOHNS GOLF CLUB CLUBHOUSE & CART BARN RENOVATION
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 4th day of November A.D., 2021, 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.: 22-20

WITNESSES:

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

WITNESSES:

RW Beecher
Ken A. B...

PRINCIPAL:

DiMare Construction Co.

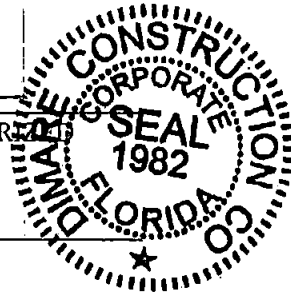
NAME OF FIRM:

W. J. DiMare

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

PRESIDENT

TITLE



3545 US 1 South

BUSINESS ADDRESS

St. Augustine, FL 32086

CITY

STATE

WITNESS:

J A Piccirillo
J A Piccirillo

SURETY:

North American Specialty Insurance Company
CORPORATE SURETY

Jessica L. Piccirillo
ATTORNEY-IN-FACT (AFFIX SEAL)

Jessica L. Piccirillo



1200 Main Street, Suite 800

BUSINESS ADDRESS

Kansas City, MO 64105

CITY

STATE

Alliant Insurance Services, Inc.

NAME OF LOCAL INSURANCE AGENCY

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

RICHARD A. LEVERONI, KATHLEEN M. FLANAGAN, SANDRA C. LOPES, NICOLE ROY, NICHOLAS LABBE, JEAN M. FEENEY, WOODROW M. BAIRD, RUSSELL M. CANTERBURY
JESSICA L. PICCIRILLO, LAURIE ROTHWELL, VICTORIA PARKERSON, ADAM MARTIN, AND DIANE MORASKI, JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 6TH day of FEBRUARY, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 6TH day of FEBRUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of November, 20 21.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

October 14, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

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 return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Malinda "Jordy" Fusco, MA, CPM; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

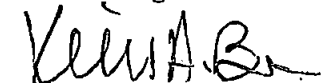
Questions:

1. It is possible to get a scalable size set of plans?

Answer: Yes.

THE BID DUE DATE REMAINS: Wednesday, November 3, 2021 at 4:00 P.M.

Acknowledgment



Signature and Date



Printed Name and Title



Company Name (Print)

Sincerely,

Malinda "Jordy" Fusco
Procurement Coordinator
Purchasing Division

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

October 27, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

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 return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Malinda "Jordy" Fusco, MA, CPM; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

The Bid Opening date has been changed from Wednesday, November 3, 2021 to Wednesday, November 10, 2021 at 2:00 P.M.

Acknowledgment

Keith A. Brown

Signature and Date

Keith Brown, VP

Printed Name and Title

DiMare Construction

Company Name (Print)

Sincerely,

Malinda "Jordy" Fusco
Procurement Coordinator
Purchasing Division

END OF ADDENDUM #2



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #3

November 3, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

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 return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Malinda "Jordy" Fusco, MA, CPM; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

1. In reviewing through the drawings for the St Johns Golf Clubhouse and Cart Barn Renovation project this morning, the majority of the scales on the drawings seem to be incorrect. Is it possible to receive the drawings with the correct scale?

Answer: Previously provided a set that can be printer to scale using 24" x 36" paper

2. Is there a cost estimate or budget for the project listed?

Answer: \$1,200,00.00

3. May we get the Fire Alarm System type and name?

Answer: FACP is Bosch D7412GV4 – The FACP is to be relocated per Specific Note 3 on E401.

4. The table of contents in the specifications states Division 32 – Not Used. However, there is a specification section 323200 Decorative Fencing and Gates. Please advise if fencing and gates are required.

Answer: This is an error. There is a bid alternate for fencing/screening around the Mechanical Equipment pad. Division 32 - Fencing and Gates will be added to the Table of Contents.

5. Attachment L (Certification Regarding Disbarment. ...) states it is to be submitted by Prime Bidder and each proposed subcontractor. Please advise if this can be provided only by the Prime Bidder at bid time, with subcontractor submission after bid award. Please also note that it states Attachment M is to be provided, but there are no signature lines on Attachment M.

Answer: Please disregard the need for Attachment L & Attachment M.

6. The table of contents from the specifications states 'Division 21 – Fire Suppression - See Engineers Drawings'. There is no fire suppression shown on the drawings. Please note the building is currently not sprinkled.

Answer: Division 21 will be changed to "Division 21 – Fire Suppression – Not Used"

7. Is/are there future expansion plans for the existing footprint of the Kitchen, Cafe area?

Answer: No

8. Will the renovations coincide with daily operations?

Answer: No, the building will not be operational or occupied during construction.

9. Per discussions at the pre-bid. We are to assume that there is a 1/2" sheet of plywood attached to the original metal roof system. We are then supposed to ensure that we place enough nails in each shingle to meet building code requirements without hitting the top flute of the metal roof. Is this correct?

Answer: Per the original construction plans for the cart barn, 1/2" plywood decking was called to be installed over the metal decking. This has not been confirmed in the field. However, the cart barn was re-roofed in 2006 and the contractor at that time was able to adequately secure the shingles by targeting the low-rib of the metal decking below the plywood layer. This should be performed if/where possible to ensure nails fully penetrate the wood decking. Placement and quantity of shingle nailing should be performed per manufacturer's recommendations.

10. Should we assume the wood decking attached to the metal roof system meets current building code requirements for attachment?

Answer: Yes, it is expected that the 1/2" wood decking is adequately fastened to the metal deck beneath to meet current building code. The cart barn was re-roofed in 2006 and if nailing was inadequate, this would have been addressed at that time. Also, the screws are visible from the underside of the roof and reflect what appears to be a proper screw off of the plywood sheathing.

11. The basis of design for the shingle roof is GAF Cool Series, which due to material shortages may be hard to get. Cool Series also does not meet the specified impact resistance. Is the intent to have a standard Architectural Shingle, like Atlas Pinnacle Pristine, GAF Timberline HDZ, Owens Corning Tru Definition, Certainteed Landmark?

Answer: Yes, that is the intent. Specification 073113 subsection 2.2, A, 2. allows for these additional, equivalent products to be used however, approved submittals will be required before purchasing materials.

12. Are the (2) skylights being replaced or deleted at the middle roof section?

Answer: No

13. Is there a detail to show the installation of the Simpson strong tie H2.5A, with a list of parts to be included in the installation?

Answer: Disregard this question.

14. Please confirm walk-in is just a walk-in cooler as description states walk-in cooler/freezer in specification, but based on drawings appears to be just a one unit.

Answer: Correct, contractor is to install unit for use as a walk in cooler. The specification for the walk-in will accommodate either but we are using the unit as a cooler, not a freezer.

15. Confirm location of condensing unit.

Answer: Condensing unit for walk in cooler will be located on the equipment pad on the North West corner of the club house. See M301 note 11.

16. Can we get the schedule of values in Excel Form?

Answer: Delete, this question is for a different county project

Attachments:

Addendum #3 – Summary of Changes Narrative

Addendum #3 – Plan Revisions

Addendum #3 - Specifications Revisions

THE BID DUE DATE REMAINS: Wednesday, November 10, 2021 at 2:00 P.M.

Acknowledgment

Sincerely,



Signature and Date

Malinda "Jordy" Fusco
Procurement Coordinator
Purchasing Division

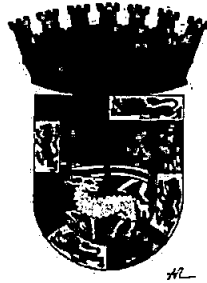
Keith Brown, VP

Printed Name and Title

DiMare Construction

Company Name (Print)

END OF ADDENDUM #3



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

BID NO: 22-20

**ST. JOHNS GOLF CLUB CLUBHOUSE & CART BARN
RENOVATION**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

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

FINAL: 10/05/21

Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

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 Insurance

“G” – Drug-Free Workplace Form

“H” – Experience of Bidder Form

“I” – Claims, Liens, Litigation History

“J” – E-Verify Affidavit

“K” – Sword Statement of Public Entity Crimes Statement

“L” – Certificate Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion Form

“M” – Certificate for Disclosure of Lobbying Activities

“N” – Local Preference

Bid Bond Form

Specifications:

EXHIBIT A – Plan Bid Set

EXHIBIT B – Project Manual Bid Set

Sealed Bid Mailing Label

END OF TABLE OF CONTENTS

BID NO: 22-20

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received **until 2:00 PM EDST on Wednesday, November 3, 2021** by the St. Johns County Purchasing Division, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received in the Purchasing Division after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The qualified contractor shall be responsible for providing any and all permitting, labor, materials, and equipment required to complete the renovation work for the St. Johns County Golf Club Clubhouse, Cart Barn, and Breezeway located at 4900 Cypress Links Blvd. Elkton, FL 32033. All work shall be performed as identified in the plans, specifications, and addenda provided by PQH Design. The scope of work for this renovation includes but is not limited to demolition, framing, roofing, waterproofing, stucco & masonry work, windows, doors & hardware, siding, soffit, fascia & gutters, mechanical, walk-in cooler, electrical, plumbing, insulation, drywall, acoustic ceiling, interior & exterior painting, ceramic tile, bathroom partitions & accessories, flooring & base, casework & countertops, furniture & window treatments, signage, minor landscaping and exterior site improvements & railings.

Prime Bidder must be fully licensed to do business in the State of Florida and must have a current Certified General Contractors license issued in the State of Florida. Bidders must have successfully completed at least three (3) projects in the past five (5) years, equal to or greater than the scope and dollar value of that being proposed herein.

A **Non-Mandatory Pre-Bid Meeting** will be held on **Wednesday, October 13, 2021** at **10:00 AM** in the **Restaurant at the St. Johns Golf Club, located at 4900 Cypress Links Blvd, Elkton, FL 32033**. Attendance is not required to be eligible to submit a bid, it is however, highly recommended to ensure sufficient understanding of the project requirements.

Copies of current licenses and certifications for the Prime Bidder, Sub-Contractor(s) must be provided with the submitted Bid Proposal.

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **One Hundred Eighty (180)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # **22-20**. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact.

Any and all questions shall be directed, **in writing**, to the County's Designated Point of Contact: Malinda "Jordy" Fusco, Procurement Coordinator, SJC Purchasing Division via email to mfusco@sjcfl.us. Questions are due no later than four o'clock **(4:00PM EDST)** on **Wednesday, October 20, 2021**, 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. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, bidders may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us

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

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 Division 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 Division 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
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

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: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

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 Division 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 if 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.

Vendor An individual or firm having a contract, or authorized under purchase order 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.

Sub-vendor A party who contracts with a prime vendor 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 Bid Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the project requirements and local conditions

under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bid Documents without exceptions.

BID DOCUMENTS

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing, as stated in the Notice to Bidders. Complete sets of Bid 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 Bid Documents. The Owner, in making copies of the Bid 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 BID DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him at least **seven (7) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid 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 Bid Documents by the Owner or its Representative **five (5) 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 Bid 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 **seven (7) 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.

A Non-Mandatory Pre-Bid Meeting will be held on **Wednesday, October 13, 2021** at **10:00 AM** in the **Restaurant at the St. Johns Golf Club, located at 4900 Cypress Links Blvd, Elkton, FL 32033**. Attendance is not required to be eligible to submit a bid, it is however, 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 Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be directed, *in writing*, via email to mfusco@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us.

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

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 EDST) on **Wednesday, October 20, 2021** 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 Bid Documents. Copies of Addenda will be made available for inspection wherever Bid 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 must be submitted in **TRIPPLICATE (one (1) original and two (2) copies)** on the required forms provided herein by or before **Wednesday, November 3, 2021 at 2:00PM EDST**. All blanks on the Bid Form must 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 Division, with the bidder's return address in top left hand corner and recite: **"Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation"**.

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Division 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 Total 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 Total Unit Price Bid and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Division 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 Division 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 Division 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.

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.

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 the lowest responsible Bidder(s), based upon the lowest base price bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the purchase. The County reserves the right to separate the award to multiple bidders if doing so provides a cost savings, and serves the best interest of the County. The quantities are for bidding purposes only and do not obligate the County to purchase items at the provided quantities.

If an award is made, it will be awarded within a minimum of thirty (30) days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

LOCAL PREFERENCE

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any

and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award (**Attachment "N"**).

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

MINIMUM QUALIFICATION OF CONTRACTORS

Bidders must have, and show proof of the following:

1. Must be fully licensed to do business in the State of Florida;
2. Prime bidders are required to provide proof of any and all certifications and licenses required by Federal, State, and/or County law, rule, regulation or ordinance in the submitted bid.
3. Upon Award must obtain and provide a Local Business Tax Receipt from St. Johns County;
4. Must be currently a Certified General Contractor in the State of Florida.
5. Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past five (5) years, equal to or greater than the scope and dollar value of that being proposed herein. Minimum experience requirement must be met by the Prime Bidder and not the proposed sub-contractor for this project. The County reserves the right to consider additional or alternate projects as proof of qualifications.

Bidder's must complete and submit with each copy of their Bid Proposal **Attachment "C"** – License/Certification List and attach a copy of any and all licenses/certifications/permits and by completing and submitting **Attachment "H"** – Experience of Bidder form with the submitted bid. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

SAFETY & RELIABILITY

As part of assessing each bidder's reliability and safety record, each prospective bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of all of the bidder's manufacturing and distribution facilities that serve the Florida market. Additionally, each bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three (3) years (with the names blocked out for privacy reasons) for ALL of the facilities that serve the Florida market. If the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well. The County may require a site visit of the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process. Also, Bidders must state where the chemicals purchased by the County are being stored and shipped from in order to meet the obligation of the contract agreement.

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.

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

CONTRACT TIME – LIQUIDATED DAMAGES

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

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder.

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **One Hundred Eighty (180)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

Conditions under which Liquidated Damages are Imposed:

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

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$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)

EMPLOYMENT ELIGIBILITY and MANDATORY USE of E-VERIFY

As a condition precedent to issuance of a purchase order, and in accordance with Section 448.095, F.S., Vendor and its sub-contractors or material suppliers shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the sub-vendor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit until final acceptance of materials delivered.
- b. The County, Vendor, or any sub-contractor or material supplier who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a sub-vendor knowingly violated these provisions regarding employment eligibility, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.
- d. The County and Vendor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Vendor acknowledges that, in the event that the County terminates the award for Contractor’s breach of these provisions regarding employment eligibility, then Vendor may not be awarded a public contract for at least one (1) year after such termination. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of the County’s termination for breach of these provisions regarding employment eligibility.
- f. Vendor shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

INSURANCE

The Vendor 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 Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor 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 Vendor 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 Vendor shall maintain during the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Vendor 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 Vendor or by anyone directly employed by or contracting with the Contractor.

The Vendor shall maintain during the life of the awarded Agreement, 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 Vendor shall maintain during the life of the awarded 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 Vendor shall maintain during the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Vendor 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 Vendor by anyone directly or indirectly employed by a Contractor.

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 Vendor 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 Vendor, a Sub-Vendor, 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 vendor, a sub-vendor, 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 Vendor or a Sub-Vendor under workers' compensation acts, disability benefits acts or other employee benefits acts.

FORCE MAJEURE; DELAYS

Force Majeure: Vendor shall not be liable for failure to carry out the terms of this solicitation to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of the award due to any one of the following circumstances beyond the control of the Vendor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Vendor shall not be compensated for delays caused by Vendor's inefficiency, rework made necessary by Vendor's work error, failure to perform deliveries as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly carry out the terms of the award. Neither shall the Vendor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Vendor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the terms of the award affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County Vendor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the delivery date(s) may be extended as necessary to compensate for the delay. All time extensions shall be agreed to in writing by both parties.

GOVERNING LAWS & REGULATIONS

The Vendor 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 award 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.

OSHA REQUIREMENTS

The Vendor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and vendor employee incidents.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Vendor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Vendor further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the vendor and their employees shall be ANSI certified and meet OSHA standards.

TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

Vendor will ensure that Vendor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

TOXIC SUBSTANCES / FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Vendor(s) shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each Vendor bring their hazardous communication program and SDS in a binder labeled with the Vendor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, Vendors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

PUBLIC RECORDS

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

B. In accordance with Florida law, to the extent that Vendor's performance constitutes an act on behalf of the County, Vendor shall comply with all requirements of Florida's public records law. Specifically, if Vendor is expressly authorized, and acts on behalf of the County, Vendor 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 solicitation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law and following completion of terms of the award, if the Vendor does not transfer the records to the County; and
- (4) Upon completion of terms of the award, Vendor shall transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the Services.

If the Vendor transfers all public records to the County upon completion of work, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records, the Vendor 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.

Failure by the Vendor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of an award by the County.

IF THE VENDOR 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:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

END OF SECTION

**OFFICIAL COUNTY BID FORMS
WITH ATTACHMENTS**

BID NO: 22-20

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: ST. JOHNS GOLF CLUB CLUBHOUSE & CART BARN RENOVATION

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 Bid Documents and Specifications entitled for **Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials and all other incidentals necessary to comply with the Contract Documents to submit the following Bid Proposal.

The "Total Unit Price Bid" shall be the amount derived from adding all unit prices from the Unit Price Sheet. In the event of a discrepancy between unit prices and total price, the unit price shall govern over the extended or total price of each item.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

BASE BID PRICE

The Base Bid Price shall be for all labor, equipment, materials and installation as well as any and all fees, charges, or other costs associated with the St. Johns Golf Club Clubhouse & Cart Barn Renovation in accordance with the plans and specification.

\$ _____
Base Bid Price (Numerical)

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

BID ALTERNATE No. 1

Remove and replace the existing water heater.

\$ _____
Bid Alternate No. 1 (Numerical)

_____/100 Dollars
Bid Alternate No. 1 (Amount written or typed in words)

BID ALTERNATE No. 2

Seven (7) gable dormers on the Clubhouse

\$ _____
Bid Alternate No. 2 (Numerical)

_____/100 Dollars
Bid Alternate No. 2 (Amount written or typed in words)

BID ALTERNATE No. 3

Four (4) retractable awnings on the Clubhouse

\$ _____
Bid Alternate No. 3 (Numerical)

_____/100 Dollars
Bid Alternate No. 3 (Amount written or typed in words)

BID ALTERNATE No. 4

Screening/fences (2 locations) at north side of Clubhouse

\$ _____
Bid Alternate No. 4 (Numerical)

_____/100 Dollars
Bid Alternate No. 4 (Amount written or typed in words)

BID ALTERNATE No. 5

Remove and replace the storefront windows on the Cart Barn

\$ _____
Bid Alternate No. 5 (Numerical)

_____/100 Dollars
Bid Alternate No. 5 (Amount written or typed in words)

BID ALTERNATE No. 6

Replace and upgrade Cart Barn lighting, wiring and controls

\$ _____
Bid Alternate No. 6 (Numerical)

_____/100 Dollars
Bid Alternate No. 6 (Amount written or typed in words)

BID ALTERNATE No. 7

Prep and paint the interior surfaces of the Cart Barn

\$ _____
Bid Alternate No. 7 (Numerical)

/100 Dollars

Bid Alternate No. 7 (Amount written or typed in words)

ALLOWANCES

The following Allowances will apply:

Allowance No. 1: \$2,500 for minor Landscaping/Planting. Landscaping/plantings to occur at concrete cut-out locations on either side of breezeway.

Allowance No. 2: \$20,000 for furniture and window treatments as selected by owner.

Allowance No. 3: \$1,000 for signage/identifying devices. This allowance does not include exit signs required by code and shown on the life safety plan. Exit signs shall be included in base bid.

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: _____ Date Received: _____

No: _____ Date Received: _____

No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that a full examination of the locations of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid by the County within thirty (30) consecutive calendar days for the time set from the time set for 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 Purchase Order presented by the Owner.

The undersigned pledges to provide the materials and services as specified in the Bid Documents barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

BID NO: 22-20

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 Insurance
- Attachment "G" – Drug-Free Workplace Form
- Attachment "H" – Experience of Bidder Form
- Attachment "I" – Claims, Liens, Litigation History
- Attachment "J" – E-Verify Affidavit
- Attachment "K" – Sworn Statement of Public Entity Crimes
- Attachment "L" – Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion
- Attachment "M" – Certification for Disclosure of Lobbying Activities
- Attachment "N" – Local Preference
- Bid Bond Form
- Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments 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: 22-20

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: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation**, 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.

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 its 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 "D"

LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Vendor in the performance of this work.

The bidder shall attach a copy of each current license for the Sub-Contractor(s) listed below to this form.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
	Roofing		
	Concrete		
	Masonry		
	Framing		
	HVAC		
	Plumbing		
	Electrical		
	Store Front Windows & Doors		
	Drywall		
	Painting		
	Flooring		

ATTACHMENT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation**

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: 22-20

ATTACHMENT "F"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

Bidders shall provide certificates of insurance as part of their bid proposal. Certificates of Insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and remove from further consideration.

(Attach or insert a copy of "Certificate of Insurance" here)

ATTACHMENT "G"

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

BID NO: 22-20

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 equal to or greater than the scope and dollar value of that being proposed.

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

BID NO: 22-20

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, sub-vendor 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: 22-20

ATTACHMENT "J"

E-VERIFY AFFIDAVIT

Contract No.: BID 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

ATTACHMENT "K"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

 Name of Business
 By: _____
 Printed Name: _____
 Title: _____

STATE OF _____
 COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

- is personally known to me; or
- has produced _____ as identification.

 Notary Public, State of _____
 Printed, typed or stamped name, commission and expiration:

ATTACHMENT "L"

(Complete and Submit Attachment "M" for Prime Bidder and each proposed Sub-Contractor)

**Certification Regarding
Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____ of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

SUBCONTRACTOR:

By _____
Signature

St. Johns County BOCC
Sub-Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

ATTACHMENT "M"

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ATTACHMENT "N"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "I" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "I".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Respondent is **not** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature

BID NO: 22-20

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

BID NO. 22-20; ST. JOHNS GOLF CLUB CLUBHOUSE & CART BARN RENOVATION

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.: 22-20

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

**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: 22-20
BID TITLE:	St. Johns Golf Club Clubhouse & Cart Barn Renovation
DUE DATE/TIME:	By 2:00PM – November 3, 2021
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

October 14, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

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 **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Malinda "Jordy" Fusco, MA, CPM; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. It is possible to get a scalable size set of plans?

Answer: Yes.

THE BID DUE DATE REMAINS: Wednesday, November 3, 2021 at 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

**Malinda "Jordy" Fusco
Procurement Coordinator
Purchasing Division**

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

October 27, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

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 **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Malinda "Jordy" Fusco, MA, CPM; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

The Bid Opening date has been changed from Wednesday, November 3, 2021 to Wednesday, November 10, 2021 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Malinda "Jordy" Fusco
Procurement Coordinator
Purchasing Division

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #2



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #3

November 3, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 22-20; St. Johns Golf Club Clubhouse & Cart Barn Renovation

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 **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Malinda "Jordy" Fusco, MA, CPM; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. In reviewing through the drawings for the St Johns Golf Clubhouse and Cart Barn Renovation project this morning, the majority of the scales on the drawings seem to be incorrect. Is it possible to receive the drawings with the correct scale?

Answer: Previously provided a set that can be printer to scale using 24" x 36" paper

2. Is there a cost estimate or budget for the project listed?

Answer: \$1,200,00.00

3. May we get the Fire Alarm System type and name?

Answer: FACP is Bosch D7412GV4 – The FACP is to be relocated per Specific Note 3 on E401.

4. The table of contents in the specifications states Division 32 – Not Used. However, there is a specification section 323200 Decorative Fencing and Gates. Please advise if fencing and gates are required.

Answer: This is an error. There is a bid alternate for fencing/screening around the Mechanical Equipment pad. Division 32 - Fencing and Gates will be added to the Table of Contents.

5. Attachment L (Certification Regarding Disbarment....) states it is to be submitted by Prime Bidder and each proposed subcontractor. Please advise if this can be provided only by the Prime Bidder at bid time, with subcontractor submission after bid award. Please also note that it states Attachment M is to be provided, but there are no signature lines on Attachment M.

Answer: Please disregard the need for Attachment L & Attachment M.

6. The table of contents from the specifications states 'Division 21 – Fire Suppression - See Engineers Drawings'. There is no fire suppression shown on the drawings. Please note the building is currently not sprinkled.

Answer: Division 21 will be changed to "Division 21 – Fire Suppression – Not Used"

7. Is/are there future expansion plans for the existing footprint of the Kitchen, Cafe area?

Answer: No

8. Will the renovations coincide with daily operations?

Answer: No, the building will not be operational or occupied during construction.

9. Per discussions at the pre-bid. We are to assume that there is a ½" sheet of plywood attached to the original metal roof system. We are then supposed to ensure that we place enough nails in each shingle to meet building code requirements without hitting the top flute of the metal roof. Is this correct?

Answer: Per the original construction plans for the cart barn, 1/2" plywood decking was called to be installed over the metal decking. This has not been confirmed in the field. However, the cart barn was re-roofed in 2006 and the contractor at that time was able to adequately secure the shingles by targeting the low-rib of the metal decking below the plywood layer. This should be performed if/where possible to ensure nails fully penetrate the wood decking. Placement and quantity of shingle nailing should be performed per manufacturer's recommendations.

10. Should we assume the wood decking attached to the metal roof system meets current building code requirements for attachment?

Answer: Yes, it is expected that the ½" wood decking is adequately fastened to the metal deck beneath to meet current building code. The cart barn was re-roofed in 2006 and if nailing was inadequate, this would have been addressed at that time. Also, the screws are visible from the underside of the roof and reflects what appears to be a proper screw off of the plywood sheathing.

11. The basis of design for the shingle roof is GAF Cool Series, which due to material shortages may be hard to get. Cool Series also does not meet the specified impact resistance. Is the intent to have a standard Architectural Shingle, like Atlas Pinnacle Pristine, GAF Timberline HDZ, Owens Corning Tru Definition, Certainteed Landmark?

Answer: Yes, that is the intent. Specification 073113 subsection 2.2, A, 2. allows for these additional, equivalent products to be used however, approved submittals will be required before purchasing materials.

12. Are the (2) skylights being replaced or deleted at the middle roof section?

Answer: No

13. Is there a detail to show the installation of the Simpson strong tie H2.5A, with a list of parts to be included in the installation?

Answer: Disregard this question.

14. Please confirm walk-in is just a walk-in cooler as description states walk-in cooler/freezer in specification, but based on drawings appears to be just a one unit.

Answer: Correct, contractor is to install unit for use as a walk in cooler. The specification for the walk-in will accommodate either but we are using the unit as a cooler, not a freezer.

15. Confirm location of condensing unit.

Answer: Condensing unit for walk in cooler will be located on the equipment pad on the North West corner of the club house. See M301 note 11.

16. Can we get the schedule of values in Excel Form?

Answer: Delete, this question is for a different county project

Attachments:

Addendum #3 – Summary of Changes Narrative

Addendum #3 – Plan Revisions

Addendum #3 - Specifications Revisions

THE BID DUE DATE REMAINS: Wednesday, November 10, 2021 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Malinda "Jordy" Fusco
Procurement Coordinator
Purchasing Division

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #3