

***Standard Form of Agreement Between Owner and Contractor***  
*where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the 16<sup>th</sup> day of September in the year Two Thousand and Nineteen.

**BETWEEN** the Owner:  
*(Name, address and other information)*

**SANTA ROSA COUNTY**  
6495 Caroline Street, Suite M  
Milton, Florida 32570

and the Contractor:  
*(Name, address and other information)*

**ROBERSON UNDERGROUND UTILITY, LLC**  
9790 Roberson Way  
Milton, Florida 32570

The Project is:

**TIBURON / PACE PATRIOT  
DRAINAGE IMPROVEMENTS PROJECT**  
Santa Rosa County, Florida

The Engineer is:  
*(Name, address and other information)*

Roger Blaylock, P.E.  
County Engineer

The Owner and Contractor agree as follows.

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work for the following Project listed below and more fully described in the Project Manual which is included in this Contract Document.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement of the Work shall be the date to be fixed in a notice to proceed issued by the Owner. If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work for the project not later than 455 calendar days from the date of commencement of the project and Final Completion of the project not later than 455 days from the date of commencement of the project, subject to adjustments of this Contract Time as provided in the Contract Documents. Liquidated damages shall be assessed against the final payment in the amount of \$2,500.00 for each consecutive calendar day the Contractor is late in achieving Substantial Completion and \$2,500.00 for each consecutive calendar day the Contractor is late in achieving Final Completion.

**ARTICLE 4 CONTRACT SUM**

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The total Contract Sum shall be Five Million Ninety-Six Thousand Seven Hundred and 00/100 Dollars (\$5,096,700.00) subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: N/A

4.3 Unit prices, if any, are as follows:

As stated in Contractor's Proposal dated June 26, 2019, attached as Exhibit A.

**ARTICLE 5 PAYMENTS**

**5.1 PROGRESS PAYMENTS**

5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Recommendations for Payment from the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.1.3 Provided that an Application for Payment is received by the Engineer not later than the 10<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 30<sup>th</sup> day of the month. If an application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Engineer receives the Application for Payment.

5.1.4 Each Application for Payment shall be furnished in triplicate and shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in the General Conditions.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with the General Conditions.

5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **5.2 FINAL PAYMENT**

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract.
- .2 a final Recommendation for Payment has been issued by the Engineer.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Recommendation for Payment, or as follows:

#### **ARTICLE 6 TERMINATION FOR DEFAULT**

6.1.1 Contractor shall be considered in material default of the agreement and such default shall be considered cause for Owner to terminate the agreement, in whole or in part, as further set forth in this section, if Contractor: (1) fails to begin the work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the work as directed by the Owner or as provided for in the approved progress schedule; or (3) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the work; or (5) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (10) materially breaches any other provision of the contract Documents.

6.1.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which Owner, at its sole discretion, may choose.

6.1.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments, hereunder until after the project is completed. All monies expended and all of the costs, losses, damages, and extra expenses (including attorneys' fees) or if such expenditures exceed the unpaid balance of the contract amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the contract amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the work, such excess shall be paid to the contractor. The amount to be paid to the Contractor or Owner, as the case may be, and this obligation for payment shall survive termination of the agreement.

6.1.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses, and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the work, in settlement, discharge, or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

6.1.5 If, after notice of termination of Contractor's right to proceed pursuant to this section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor below under subsection 6.2.1 termination for convenience.

## **6.2 TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.**

6.2.1 Owner shall have the right to terminate this agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to damages or any anticipated profit on portions of the work not performed.

6.2.2 Owner shall have the right to suspend all or any portions of the work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the contract documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the agreement with respect to that portion of the work which is subject to the ordered suspension.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is: Daniel J. Schebler, County Administrator  
(Name, address and other information) 6495 Caroline Street, Suite M  
Milton, Florida 32570

7.4 The Contractor's representative is: Christy Baker, Owner  
(Name, address and other information) Roberson Underground Utility, LLC  
9790 Roberson Way  
Milton, Florida 32570

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions: Insurance provisions as follows:

**Workers' Compensation** – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Contractor will provide a copy of their Exemption Certificate and Articles of Incorporation if claiming exception to Workers' Compensation requirement. The Division of Workers' Compensation offers an online system for applicants to apply for or renew a Certificate of Election to be Exempt from Florida's Workers' Compensation Law, modify an exemption application, or print their certificate. The website is: [wc\\_exemption@myfloridacfo.com](mailto:wc_exemption@myfloridacfo.com) .

**Commercial General Liability** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

**Business Auto Liability** – coverage shall provide minimum limits \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 for property damage are required.

This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
  - a. **Santa Rosa County shall be named as an additional insured on the commercial general liability policy, including products/completed operations coverage.**
  - b. **Santa Rosa County shall be named as an additional insured on the business auto liability policy.**
  - c. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.
- 3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

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

#### 7.7 PUBLIC RECORDS:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (850)983-1925, [wandap@santarosa.fl.gov](mailto:wandap@santarosa.fl.gov); 6495 Caroline Street, Suite C, Milton, Florida 32570.**

(A) The Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public

agency 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 provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**(B) Request for records; noncompliance.**

1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

2. If a Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

3. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under [s. 119.10](#).

**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, as modified herein.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, as modified herein.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated May 24, 2019, included in these Contract Documents.

8.1.4 The Specifications are those contained in the Project Manual dated May 24, 2019, and are incorporated herein.

8.1.5 The Drawings are included in the Project Manual.

8.1.6 The Addenda are listed as follows:

Number	Date	Page
No. 1	June 20, 2019	194 pages
No. 2	June 24, 2019	1 page

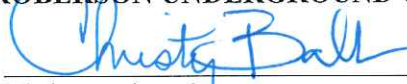
8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

Contractor's Proposal dated June 26, 2019, attached as Exhibit A.

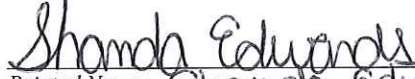
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

**CONTRACTOR:**

**ROBERSON UNDERGROUND UTILITY, LLC**

  
Christy Baker, Owner

**WITNESS:**

  
Printed Name: Shanda Edwards

  
Printed Name: Johnny E. Deane



**OWNER:**

**SANTA ROSA COUNTY**

**ATTEST:**

  
Donald C. Spencer, Clerk of Court

  
Sam Parker, Chairman

BCC approved: July 25, 2019



# ROBERSON UNDERGROUND UTILITY LLC

9790 Roberson Way, Milton, FL 32570  
Office: 850-564-2095 Alt: 850-698-3779  
Email – [robersonundergroundllc@aol.com](mailto:robersonundergroundllc@aol.com)

TO: Santa Rosa County Procurement Department  
6495 Caroline Street, Suite L  
Milton, Florida 32570

REFERENCE: **ITB # 19-067 Tiburon / Pace Patriot Drainage Improvement Project**

To Santa Rosa County Procurement Department:

I have received the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled, "**ITB # 19-067 Tiburon / Pace Patriot Drainage Improvement Project**" prepared by Santa Rosa County.

I have also received Addenda Numbers #1 & #2 and have included their provisions in my Bid. I have examined both the Bidding Documents and the site.

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents.
5. To commence work under this Contract on or before a date to be specified in written "Notice of Proceed" by the County Attorney and to complete project within 455 calendar days after the Notice to Proceed.
6. To pay as liquidated damages, the sum of \$2500.00 for each consecutive calendar day after completion date, as called for in the Contract Agreement as modified.
7. Provide Santa Rosa County with performance Bonds, if required, and adhere to project manual.



I will construct this project for the lump sum price of:

*TOTAL BASE BID* Five Million, Ninety-six thousand, seven hundred dollars & 00/100 (\$ 5,096,700.00 )

FIRM: Roberson Underground Utility LLC

BY (print): Christy Baker

SIGNATURE: 

TITLE: Owner

DATE: 6/26/19

MAILING ADDRESS 9790 Roberson Way

Milton FL 32570

PHONE (850 ) 698-3778 FAX ( )

EMAIL robersonundergroundllc@aol.com

<b>Addendum 1 - Bid Schedule</b>						
For						
Tiburon / Pace Patriot Drainage Improvement						
Approx. Work Area = 27.5 acres						
ITEM NO.	SUPPLIES / SERVICES	SPEC NO.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing Within work area. Also includes current condition documentation.	2	1	Job	\$ 50,000.00	\$50,000.00
2	Structure Removal Concrete Driveways - Avg. 32 SY Each	3	7	Each	\$650.00	\$ 4,550.00
3	Structure Removal Miscellaneous, Street Signs, Mailboxes, Hardscapes, etc...	3	1	Job	\$5,000.00	\$5,000.00
4	Structure Removal Concrete / Asphalt and equipment assoc. with park area (N. Pond)	3	1	Job	\$15,000.00	\$15,000.00
5	<b>Structure Removal</b> <b>Light Poles</b>	<b>3</b>	<b>N/A</b>	<b>Job</b>	<b>N/A</b>	
6	Structure Removal Asphalt	3	9500	Sq. Yds.	\$2.75	\$26,125.00
7	Structure Removal Storm Inlets, Manholes, Junction Boxes, Chain Link Fence (approx. 43 structures and 2,180 LF chain link fence)	3	1	Job	\$ 25,000.00	\$25,000.00
8	Structure Removal Storm Pipe and Culverts (including M.E.S.'s) (approx 2750LF)	3	1	Job	\$41,250.00	\$41,250.00
9	Structure Removal Concrete Curbing (approx. 1,500 LF)	3	1	Job	\$9,750.00	\$9,750.00
10	Structure Removal Stockpile Gravel and Rip-rap	3	1	Job	\$3,500.00	\$3,500.00
11	Utility Adjustments Underground Power and Telcom	3-A	1	Job	\$10,000.00	\$10,000.00
12	Utility Adjustments Sewer- Material Provided by Pace Water System	3-A	1	Job	\$15,000.00	\$15,000.00
13	Utility Adjustments Water - Material Provided by Pace Water System	3-A	1	Job	\$10,000.00	\$10,000.00
14	Pollution Control Prepare SWPPP	5	1	Job	\$18,750.00	\$18,750.00
15	Pollution Control NPDES Permitting (prepare and submit) and Inspections	5	1	Job	\$18,750.00	\$18,750.00
16	Pollution Control Silt Fence, Hay Bales, Dust Control per SWPPP	5	1	Job	\$25,000.00	\$25,000.00
17	Construction Surveys Layout, Progress Payments, As-Builts, Etc....	7	1	Job	\$25,000.00	\$25,000.00
18	Mobilization and Demobilization	8	1	Job	\$100,000.00	\$100,000.00
19	Traffic Control Plan and implementation	9	1	Job	\$25,750.00	\$25,750.00
20	Water for Construction	10	XXXXXXX	Subsidiary	XXXXXXX	XXXXXXXXX
21	Removal of Water	11	1	Job	\$50,000.00	\$50,000.00
22	Excavation For Installation of Improvements	21	XXXXXXX	Subsidiary	XXXXXXX	XXXXXXXXX
23	Excavation North Pond (approx. 248,000 CY) 300,000	21	1	Job	\$1,680,000.00	\$1,680,000.00
24	Excavation South Pond (approx. 3,000 CY)	21	1	Job	\$16,800.00	\$16,800.00
25	Excavation Channel (Pace Rd to Hwy 90) (approx. 400 CY)	21	1	Job	\$3,200.00	\$3,200.00
26	Earthfill For Installation of Improvements	23	XXXXXXX	Subsidiary	XXXXXXX	XXXXXXXXX
27	Earthfill For grading - On-site Source	23	1	Job	\$115,000.00	\$115,000.00
28	Earthfill Clay Cores - On-site Source - Approx. 950 LF	23	1	Job	\$23,750.00	\$23,750.00
29	Earthfill Trench Backfill (Pipe/Structure Bedding - On-site Source)	23	1	Job	\$7,500.00	\$7,500.00
30	Earthfill Type Va Underdrain	23	700	Lin. Ft.	\$28.00	\$19,600.00
31	Earthfill Type Vb Underdrain	23	800	Lin. Ft.	\$28.00	\$22,400.00
32	Topsolling 4" Thick - On-site Source	26	73000	Sq. Yds.	\$4.00	\$292,000.00

**Tiburon / Pace Patriot Drainage Improvement**

Approx. Work Area = 27.5 acres

ITEM NO.	SUPPLIES / SERVICES	SPEC NO.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
33	Diversions and Waterways Berm along top of South Pond	27	340	Lin. Ft.	\$18.50	\$6,290.00
34	Diversions and Waterways Smooth and Shape Existing Features within GP Easement	27	1	Job	\$10,000.00	\$10,000.00
35	Structure Concrete Concrete Lined Waterway (Pace Rd. to Hwy 90)	32	830	Sq. Yds.	\$71.50	\$59,345.00
36	Structure Concrete Sidewalks Including Ramps	32	400	Sq. Yds.	\$49.50	\$19,800.00
37	Structure Concrete Concrete Lined Waterway (N Side Pace Rd)	32	220	Sq. Yds.	\$66.00	\$14,520.00
38	Structure Concrete Concrete Mitered End Sections	32	8	Each	\$2,345.00	\$18,760.00
39	Structure Concrete Type 1 Inlet Top with 6'x6' Type J Bottom	32	7	Each	\$8,980.00	\$62,860.00
40	Structure Concrete Type 2 Inlet Top with 4'x4' Type J Bottom	32	1	Each	\$11,366.00	\$11,366.00
41	Structure Concrete Type 2 Inlet Top with 6'x6' Type J Bottom	32	6	Each	\$8,832.00	\$52,992.00
42	Structure Concrete Type 2 Inlet Top with 6'x6' Type J Conflict Bottom	32	1	Each	\$13,391.50	\$13,391.50
43	Structure Concrete Type 2 Inlet Top with 8'x8' Type J Bottom	32	2	Each	\$13,305.00	\$26,610.00
44	Structure Concrete Type 2 Inlet Top with 8'x8' Type J Conflict Bottom	32	1	Each	\$16,537.50	\$16,537.50
45	Structure Concrete 4'x4' Type J Bottom with Lid and MH Ring and Cover	32	1	Each	\$5,933.00	\$5,933.00
46	Structure Concrete 5'x5' Type J Bottom with Lid and MH Ring and Cover	32	1	Each	\$6,004.00	\$6,004.00
47	Structure Concrete 6'x6' Type J Bottom with Lid and MH Ring and Cover	32	5	Each	\$7,410.00	\$37,050.00
48	Structure Concrete 6'x6' Type J Conflict Bottom w/ Lid & MH Ring and Cover	32	1	Each	\$10,084.00	\$10,084.00
49	Structure Concrete 8'x8' Type J Bottom with Lid and MH Ring and Cover	32	1	Each	\$16,852.50	\$16,852.50
50	Structure Concrete 8'x8' Type J Conflict Bottom with Lid and MH Ring and Cover	32	1	Each	\$12,354.50	\$12,354.50
51	Structure Concrete Type B with Slots (Clubhouse Pond Overflow)	32	1	Each	\$5,433.00	\$5,433.00
52	Structure Concrete Type B w/ Slots and Dbl Trav Top Apron	32	1	Each	\$7,154.00	\$7,154.00
53	Structure Concrete Type B w/ Slots / Dbl Trav. Top Apron / 5'x5' Type J Bottom	32	1	Each	\$6,608.00	\$6,608.00
54	Structure Concrete Type C with Slots (N. Pond Overflow)	32	1	Each	\$7,872.50	\$7,872.50
55	Structure Concrete Type C w/ Single Slot / Trav Top Apron / 6'x6' Type J Bottom	32	1	Each	\$6,925.50	\$6,925.50
56	Structure Concrete Type C w/ Dbl Slots / Trav Top Apron / 6'x6' Type J Bottom	32	1	Each	\$7,792.50	\$7,792.50
57	Structure Concrete Type C w/ 4'x14' Type J Bottom	32	1	Each	\$10,192.25	\$10,192.25
58	Structure Concrete Type C w/ 8'x8' Type J Bottom	32	1	Each	\$9,076.75	\$9,076.75
59	Structure Concrete Type C w/ 8'x14' Type J Bottom	32	2	Each	\$12,760.50	\$25,521.00
60	Structure Concrete Type C w/ Slots and Dbl Trav Top & 5'x15' Type J Bottom	32	1	Each	\$14,243.50	\$14,243.50
61	Structure Concrete Type D w/ Single Slot	32	1	Each	\$5,790.00	\$5,790.00
62	Structure Concrete Type F w/ 6'x6' Type J Bottom	32	2	Each	\$7,952.50	\$15,905.00
63	Structure Concrete Type H w/ Single Slot / Trav Top Apron / 6'x6' Type J Bottom	32	1	Each	\$8,550.00	\$8,550.00
64	Structure Concrete 8'x8' Open Inlet (8'x15' J Bottom) With Trash Rack	32	1	Each	\$15,330.00	\$15,330.00
65	Structure Concrete USF 5112 Frame and Grate w/ 5'x5' Type J Bottom	32	7	Each	\$4,672.00	\$32,704.00

Tiburon / Pace Patriot Drainage Improvement						
Approx. Work Area = 27.5 acres						
ITEM NO.	SUPPLIES / SERVICES	SPEC NO.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
66	Structure Concrete 6'x6' Type J Bottom (Open) - S. Pond Overflow (includes skimmers)	32	1	Each	\$8,645.00	\$8,645.00
67	Structure Concrete Concrete Driveways - Avg. 32 SY Each	32	7	Each	\$2,425.00	\$16,975.00
68	Structure Concrete Ribbon Curb	32	100	Lin. Ft.	\$24.00	\$2,400.00
69	Structure Concrete Type F Curb	32	800	Lin. Ft.	\$20.50	\$16,400.00
70	Structure Concrete Layback Curb	32	1400	Lin. Ft.	\$18.25	\$25,550.00
71	Structure Concrete Headwall (Pipe 5a - Ex. Pipe)	32	1	Job	\$8,750.00	\$8,750.00
72	Structure Concrete Headwall (Pace Rd. Concrete Lined Waterway)	32	1	Job	\$17,050.00	\$17,050.00
73	Structure Concrete Energy Dissipator -S. Pond 60" Pipe	32	1	Each	\$42,900.00	\$42,900.00
74	Structure Concrete Energy Dissipator - N. Pond Double 48" Pipe	32	1	Each	\$53,900.00	\$53,900.00
75	Roadway Pavement New Asphalt and Base	32-A	8800	Sq. Yds.	\$24.00	\$211,200.00
76	Roadway Pavement New Asphalt Swale	32-A	940	Lin. Ft.	\$30.00	\$28,200.00
77	Roadway Pavement Asphalt Overlay - Pace Patriot Blvd.	32-A	5800	Sq. Yds.	\$15.00	\$87,000.00
78	Roadway Pavement Roadway Striping - Various Locations - Stop Bars, Centerlines, etc. to match Existing	32-A	1	Job	\$16,207.00	\$16,207.00
79	Roadway Pavement Roadway Striping - Entrance to Oak Leigh Place - Tapers and Turn Lanes	32-A	1	Job	\$14,142.00	\$14,142.00
80	Steel Reinforcement For Concrete Structures	34	XXXXXXXX	Subsidiary	XXXXXXXX	XXXXXXXX
81	Concrete Pipe Conduits and Drains 24" Diam. Round	42	414	Lin. Ft.	\$56.25	\$23,287.50
82	Concrete Pipe Conduits and Drains 36" Diam. Round	42	2011	Lin. Ft.	\$85.75	\$172,443.25
83	Concrete Pipe Conduits and Drains 42" Diam. Round	42	1208	Lin. Ft.	\$118.25	\$142,846.00
84	Concrete Pipe Conduits and Drains 48" Diam. Round	42	811	Lin. Ft.	\$143.75	\$116,581.25
85	Concrete Pipe Conduits and Drains 60" Diam. Round	42	259	Lin. Ft.	\$348.00	\$90,132.00
86	Concrete Pipe Conduits and Drains 24" x 38" Elliptical	42	1398	Lin. Ft.	\$106.25	\$148,537.50
87	Concrete Pipe Conduits and Drains 29" x 45" Elliptical	42	362	Lin. Ft.	\$208.75	\$75,567.50
88	Concrete Pipe Conduits and Drains 48" x 76" Elliptical	42	330	Lin. Ft.	\$530.50	\$175,065.00
89	Plastic Pipe Corrugated Plastic Pipe for Underdrains	45	XXXXXXXX	Subsidiary	XXXXXXXX	XXXXXXXX
90	Ductile-Iron Pipe Within Conflict Boxes	53	XXXXXXXX	Subsidiary	XXXXXXXX	XXXXXXXX
91	Rock Riprap Bedding Stone	61	150	Ton	\$52.50	\$7,875.00
92	Rock Riprap Class II - S. Pond Channel	61	500	Ton	\$71.00	\$35,500.00
93	Rock Riprap Class II - At Energy Dissipators	61	100	Ton	\$71.00	\$7,100.00
94	Metal Fabrication and Installation Install Misc. Signs (Street Name, Speed, Stop, etc)	81	12	Each	\$334.00	\$4,008.00
95	Metal Fabrication and Installation 6' High Chain Link Fence	81	3750	Lin. Ft.	\$14.50	\$54,375.00
96	Metal Fabrication and Installation Child Proofing N. & S. Pond Em. Overflows	81	2	Each	\$1,500.00	\$3,000.00
97	Timber Fabrication and Installation Privacy Fence	83	190	Lin. Ft.	\$16.00	\$3,040.00
98	Contractor Quality Control Testing, Documentation, etc...	94	1	Job	\$15,000.00	\$15,000.00

Tiburon / Pace Patriot Drainage Improvement						
Approx. Work Area = 27.5 acres						
ITEM NO.	SUPPLIES / SERVICES	SPEC NO.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
99	Geotextile Beneath Waterways, Rip Rap, and Around Pipe Joints	95	XXXXXXX	Subsidiary	XXXXXXX	XXXXXXXX
100	Vegetative Measures Seed and Mulch	440	50000	Sq. Yds.	\$1.10	\$55,000.00
101	Vegetative Measures Argentine Bahia Sod	440	48000	Sq. Yds.	\$3.25	\$156,000.00
102	Vegetative Measures Centipede Sod	440	2000	Sq. Yds.	\$3.00	\$6,000.00
103	Vegetative Measures St. Augustine Sod	440	2000	Sq. Yds.	\$3.75	\$7,500.00
104	Landscape Allowance Trees and Shrubs					\$10,000.00
				Total =		\$5,096,700.00
Bid Options						
A	Sprinkler System Repair - 1/2" Diam. PVC			Lin. Ft.	\$5.50	
B	Sprinkler System Repair - 3/4" Diam. PVC			Lin. Ft.	\$5.75	
C	Sprinkler System Repair - 1" Diam. PVC			Lin. Ft.	\$6.25	
D	Sprinkler System Repair - 1/2" PVC Fittings			Each	\$1.75	
E	Sprinkler System Repair - 3/4" PVC Fittings			Each	\$2.00	
F	Sprinkler System Repair - 1" PVC Fittings			Each	\$2.50	
G	Sprinkler System Repair - Standard Rotary Head			Each	\$25.00	
H	Sprinkler System Repair - Standard Spray Head			Each	\$28.00	
I	Sewer Services			Each	\$1,200.00	
J	Water Services			Each	\$750.00	
K	Type J Conflict Box with MH ring and cover (4'x4')			Each	\$8,500.00	
L	Type J Conflict Box with MH ring and cover (6'x6')			Each	\$10,000.00	
M	Type J Conflict Box with MH ring and cover (8'x8')			Each	\$12,350.00	
N	Imported Select Fill for Structure and Pipe Backfill			Cu. Yd.	\$9.50	

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

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted to \_\_\_\_\_  
Santa Rosa County \_\_\_\_\_ by  
(print individual's name and title)  
Christy Baker / Owner \_\_\_\_\_ for  
(print name of entity submitting sworn statement)  
Roberson Underground Utility LLC \_\_\_\_\_ who  
se business address is 9790 Roberson Way, Milton FL 32570

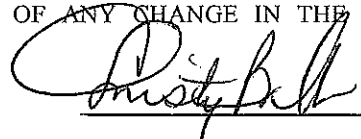
\_\_\_\_\_ and (if applicable) its  
Federal Employer Identification Number (FEIN) is 47-2659611. If the entity has no FEIN,  
include the Social Security Number of the individual signing this Sworn Statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods of services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)  
 Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

 (Signature)

Sworn to and subscribed before me this 24<sup>th</sup> day of June, 2019.

Personally known Christy Baker

or Produced identification \_\_\_\_\_

Notary Public – State of FL

My commission expires March 2, 2021

\_\_\_\_\_  
(Type of identification)

Shanda Foster (Printed, typed, or stamped commissioned name of notary public.)





**CONE OF SILENCE**

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Misty Ball

(Signature)

representing Roberson Underground Utility LLC

(Company)

On this 24<sup>th</sup> day of June 2019 hereby agree to abide by the County’s “Cone of Silence” clause and understand violation of this policy shall result in disqualification of my proposal/submittal.



June 18, 2019

Santa Rosa County Board of County Commissioners  
6495 Caroline Street, Suite G  
Milton, FL 32570

Re: Roberson Underground Utility, LLC  
ITB 19-067 Tiburon - Pace Patriot Drainage Improvement Project  
6-27-19 Bid Date

To Whom It May Concern:

Roberson Underground Utility, LLC will be able to obtain the levels of insurance as required by the contract should they be awarded the bid.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shelby E. Daniels', written over a horizontal line.

Shelby E. Daniels  
Principal

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

<b>LICENSE NUMBER</b>	
RU11066606	



The UNDERGROUND UTILITY & EXCAVATION CONTRACTOR

Named below HAS REGISTERED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2019

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)



BAKER, CHRISTY CAROLYN  
ROBERSON UNDERGROUND UTILITY, LLC  
9790 ROBERSON WAY  
MILTON FL 32570

ISSUED: 07/04/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1707040000849

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**Santa Rosa County *COMPETENCY CARD***  
6051 Old Bagdad Hwy, Suite 202, Milton, FL 32583

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CONTRACTOR NUMBER: RU11066606

CLSS: Underground Utilities Contractor

CONTRACTOR NAME: BAKER CHRISTY C

DBA: ROBERSON UNDERGROUND UTILITY, LLC

ADDRESS:  
9790 ROBERSON WY,  
MILTON, FL 32570

STATUS:Active  
Expire Date: 09/30/2019  
WC EX: 02/24/2021

STATE EX: 08/31/2019  
GEN LIB EX: 03/19/2020

Santa Rosa County *COMPETENCY CARD*

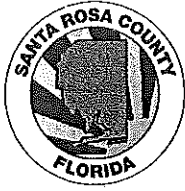
6051 Old Bagdad Hwy, Suite 202, Milton, FL 32583

RU11066606

Santa Rosa County *COMPETENCY CARD*

6051 Old Bagdad Hwy, Suite 202, Milton, FL 32583

RU11066606



**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

James Walters  
Procurement Officer  
jamesw@santarosa.fl.gov

6495 Caroline Street, Suite L| Milton, Florida 32570

TO: Plan-holders  
FROM: James Walters  
Procurement Officer  
DATE: June 20, 2019  
REF: ADDENDUM # 1 for Bid # 19-067 Tiburon - Pace Patriot Drainage Improvement

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

**From EOR;**

**Clarrification;** Construction Hours: 7:00AM to Sundown Weekdays, 8:00AM to 5:00PM Weekends.

**Clarrification;** All work to be performed North of the North Pond within the school normal ingress/egress is to be done when school is not in session / Summer of 2020.

**Clarrification;** Along West Spencerfield Road, the water line is to be relocated around the new inlets toward the right of way line and away from the road. The original bid drawings show it being relocated to under the road and this is not desired. The only exception is at the intersection of West Spencerfield and Kendall Boulevard where there is no choice due to other proposed and existing facilities.

**Clarrification;**

The Type V inlets along Fowler drive shall be replaced with USF 5112 Frames and Grates produced by US Foundry. The same Type J structure bottoms will be used as shown on the drawings and this frame and grate will be mounted atop the structures. This is being changed due to constructability issues realized since the bid documents were issued.

**EOR Documents Attached to Addendum**

NRCS Specs  
Geotechnical Report  
Revised Addendum 1 Bid Schedule  
Contour Drawing



**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

James Walters  
Procurement Officer  
jamesw@santarosa.fl.gov

6495 Caroline Street, Suite L | Milton, Florida 32570

**Direct questions to Procurement:**

**1. Question;** Is there any way we can receive an electronic generated pdf file created by autocad for use.

**Answer;** An electronic copy on cd-rom is available at the procurement department office at the above address or email [lbidinfo@santarosa.fl.gov](mailto:lbidinfo@santarosa.fl.gov) and request an Office365 link. The compressed file version is posted on the County's website under 'Bids'.

**2. Question;** The South pond says it is be regraded at an elevation of 64, but all the notes on that page suggest that the elevation should be at a 61. I am inquiring about which elevation is should be regraded to EL 64 or EL 61.

**Answer;** South Pond Bottom finished elevation shall be Elevation 61.00

**3. Question;** Will the County be releasing the file in full CAD for the project?

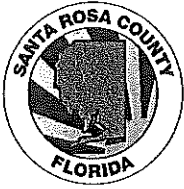
**Answer;** No, .pdf copy is available online or you can request an electronic copy through the Procurement office.

**4. Question;** Is the repair of all damaged landscaping considered to be incidental to a particular line item or contained within items 101 to 104 or NIC (not in contract)? Specifically, the tree line on Kendall at W Spencer.

**Answer;** Removal of Landscaping – A landscaping allowance of \$10,000 has been added to the bid schedule and shall be included in the base bid. Replacement of landscaping that is removed as a result of improvements shown on the drawings is to be replaced in like kind and quantity. Trees shall be a minimum of 2" DBH and shrubs shall be at least 12" tall.

**5. Question;** Regarding bid item 5, Light Poles: I don't see any light poles in plans or in site tour. This refer to the 3 power poles that may conflict on Patriot Pace Blvd?

**Answer;** There are no light poles to be removed. This item is being struck from the bid schedule.



**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

James Walters  
Procurement Officer  
jamesw@santarosa.fl.gov

6495 Caroline Street, Suite L | Milton, Florida 32570

**Question;** Bid Items 6 - 8, demo of existing structures and pipe: Do we assume, as is the case for new structures and pipe, that excavated earth is unsuitable and must be replaced with select

**Answer;** The material excavated for removal of the items shall be considered unsuitable and shall be replaced with proper material in the same manner as is required for new improvements.

**Question;** In regards to the Tiburon/ Pace Patriot Drainage project, would you allow FDOT approved polypropylene pipe in lieu of the round concrete pipe that is on the plans for cost savings

**Answer;** FDOT approved polypropylene pipe installed according to the manufacturer recommendations and FDOT standards up to 6' Diameter is acceptable.

**Question;** Please clarify, again, contractor financial responsibility for resolving utility conflicts within the ROW and how it relates to Bid Items 11-12

**Answer;** Adjustment of Utilities: If required, materials will be provided by the utility company. The contractor will be responsible for coordination with each utility company for proper marking and locating and shoring / stabilizing and de-energizing, etc. The contractor will also be responsible for adjusting the utility when possible by excavating along the buried utility in each direction to allow for potential adjustment. Adjustment of utilities not expected and shown on the drawings will be handled by change order.

**Question;** Please confirm: This is a lump sum project and the only purpose for providing a bid tabulation format is to provide unit prices in case of change order. There is no implied statement by the engineer or Santa Rosa County as to the accuracy of the stated quantities within the bid tab or that the bid tab is all inclusive of the work items within the plans.

**Answer;** Confirmed. This is a lump sum project and the only purpose for providing a bid tabulation is to provide unit prices in case of change orders. The quantities as stated on the bid tabulation are estimated.

**Request;** Please provide the Geotechnical report referenced in the plans.

**Response;** See Attached



## SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

James Walters  
Procurement Officer  
jamesw@santarosa.fl.gov

6495 Caroline Street, Suite L | Milton, Florida 32570

**Question;** Is the contractor required to regrade the entire South Pond or just areas of improvements? Please verify the South Pond bottom elevation.

**Answer;** South Pond Re-grading. Slopes and bottom of the pond are expected to be consistent and vegetated when the job is complete. There may be some slopes that can be left alone but the occurrence of slopes that are well vegetated with no erosion is very rare in this case.

South Pond Bottom finished elevation shall be Elevation 61.00

**Request;** Please provide the Specifications referenced in the solicitation and bid form.

**Response;** An electronic copy on cd-rom is available at the procurement department office at the above address or email [lbidinfo@santarosa.fl.gov](mailto:lbidinfo@santarosa.fl.gov) and request an Office365 link. The compressed file version is posted on the County's website under 'Bids'.

**Question;** As mentioned in pre-bid meeting, if unforeseen utilities (not shown on drawings) are encountered, cost and time for relocation/adjustment would be handled via change order. Is this correct?

**Answer;** Adjustment of Utilities: If required, materials will be provided by the utility company. The contractor will be responsible for coordination with each utility company for proper marking and locating and shoring / stabilizing and de-energizing, etc. The contractor will also be responsible for adjusting the utility when possible by excavating along the buried utility in each direction to allow for potential adjustment. Adjustment of utilities not expected and shown on the drawings will be handled by change order.

**Question;** Excavation quantity of north and south pond is in-place? The contractor is responsible for loose volume conversion?

**Answer;** Excavation quantity estimates are calculated as "in-place". The contractor is responsible for loose volume conversion. Again, these are estimates and the contractor shall do their own estimate and base their price on what they are comfortable with.

**Question;** Can the clay core volume be provided? A cross section has been provided but not a horizontal distance.

**Answer;** The clay core is required along the portion of the north pond where the proposed grade is above the existing grade as shown on the cross sections. The estimated length of clay core is 950 LF.





## SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

James Walters  
Procurement Officer  
jamesw@santarosa.fl.gov

6495 Caroline Street, Suite L | Milton, Florida 32570

**Question;** Item 95, 6' high chain link fence will overrun as the drawings show fencing on south side of North pond (+/-2,000') The existing fence on north side of north pond has several trees growing into fence and may require additional fence replacement.

**Answer;** Quantity adjusted on bid schedule. The Bid Tab had a typo and a zero was left off. In addition, further inspection of the existing fence along the north and northwest portions of the pond have revealed that a new fence is needed. The estimated total for 6' Chain Link Fence is 3,750 LF. In addition, the bid tab has been revised to show an additional (1,750 LF) fence removal estimate within bid item 7.

**Question;** Item 33, berm along top of south pond is shown as 340' on drawings and 185' on the bid schedule. Can you clarify which is correct?

**Answer;** Length of berm along top of south pond has been corrected on the bid schedule.

**Question;** What is the extent of work for item 34, smooth and shape ex. features on Gulf Power easement?

**Answer;** This is intended to cover smoothing and shaping within the gulf power easement south of the new north pond and the library to extend to Pace Patriot Boulevard. The work will consist of smoothing and shaping wash-outs and eroded areas approximately 6" to 12" deep and is expected to be approximately 2 acres in size.

**Question;** The drawings show (1) 60in, (1) 48in, and (1) double 48in energy dissipator. The bid schedule shows (1) 60in and (1) double 48in. How many should we bid?

**Answer;** The "New Energy Dissipator" labeled in plan view on the North Pond Alignment B Detail is an error and is intended to be a M.E.S as shown on the section view.

**Question;** Are the bid options considered to be an alternate or part of the base bid? Can they be quantified?

**Answer;** Bid options are not to be included in the base bid. These are items that either cannot be quantified at this time and/or could potentially be needed if field conditions dictate.



## SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

James Walters  
Procurement Officer  
jamesw@santarosa.fl.gov

6495 Caroline Street, Suite L | Milton, Florida 32570

**21. Question;** How many light poles are required to be removed on item 5? Where are they located?

**Answer;** See question 5 response above.

**22. Question;** Can existing pump station on Pace Rd. completely dry up south pond below new underdrain at elevation 56.75? Or will additional pumping be required prior to construction?

**Answer;** The existing pump is expected to be capable of removing all the ponded water within the south pond. Removal of groundwater for installation of underdrains is expected to be done using this same pump station but additional sump pumps and piping could very well be needed to feed the existing pump station depending on the means and methods chosen by the contractor for installation of improvements.

**23. Question;** Do bidders need to include any cost for temporary utilities on Belvedere Blvd in their bid or will utility owner provide cost direct to SRC? The drawings mention utilities will be removed and replaced after construction.

**Answer;** It is expected that the contractor will coordinate with the utilities to minimize the amount of time that the lines are de-energized. Gulf power is well aware of this and they are committed to be on-site to make sure the residents are not out of power for a prolonged period of time. It is expected that once the lines are de-energized, the contractor will focus solely on installation of the necessary joints of pipe and completely backfilling to final grade the area where the utility will need to be replaced before moving on to the next joint of pipe and/or other work that is not affected by the utility.

**24. Question;** Can video of post construction storm drainage piping be included? This would provide the county with a record and be less expensive if done directly after cleaning which is required.

**Answer;** Video of the post construction storm drainage is not required.



**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

James Walters  
Procurement Officer  
jamesw@santarosa.fl.gov

6495 Caroline Street, Suite L | Milton, Florida 32570

This Addendum is furnished to all known prospective Proposers. Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photocopy for your records.

Sincerely,

SIGNED: \_\_\_\_\_

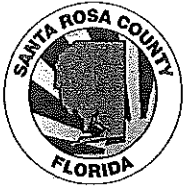
A handwritten signature in cursive script, appearing to read "Kristy Ball", written over a horizontal line.

COMPANY: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Roberson Underground Utility LLC", written over a horizontal line.

James Walters  
Procurement Officer

End of ADDENDUM #1.



**SANTA ROSA COUNTY  
PROCUREMENT DEPARTMENT**

James Walters  
Procurement Officer  
jamesw@santarosa.fl.gov

6495 Caroline Street, Suite L| Milton, Florida 32570

TO: Plan-holders  
FROM: James Walters  
Procurement Officer  
DATE: June 24, 2019  
REF: ADDENDUM # 2 for Bid # 19-067 Tiburon - Pace Patriot Drainage Improvement

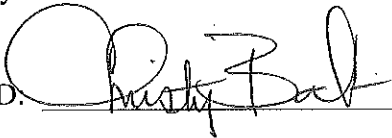
The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

**Request Clarification;** After completing our quantity take off and review of the proposed North Pond, as it pertains to earthwork excavation Pay Item 23 Excavation North Pond (approx. 248,000 CY In-Place), it was discovered that there may be an error in the quantities proposed on the bid tab. There appears to be a fair amount of additional excavation that will be required to achieve the design grades on the drawing. We feel there is in excess of 20% additional in place excavation required at the pond, thus increasing the plan quantity. The contour drawing included in addendum 1 also supports the additional in place excavation. As this is a lump sum project, we feel it is warranted to confirm the quantities to ensure proposed quantities are indeed correct.

**Response;** The estimated quantity should be corrected to 300,000 cubic yards.

This Addendum is furnished to all known prospective Proposers. Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photocopy for your records.

Sincerely,

SIGNED: 

COMPANY:  
Roberson Undergr. Utility LLC

James Walters  
Procurement Officer

End of ADDENDUM #2.