

RESOLUTION NO. 2011 - 210

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 11-74 AND TO EXECUTE AN AGREEMENT FOR SOUTH ROSCOE BOULEVARD OUTFALL IMPROVEMENTS.

RECITALS

WHEREAS, the County desires to enter into a contract with Turnbull Environmental, Inc. to provide services for the South Roscoe Boulevard Outfall Improvements; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary to construct approximately 800 FL of sheet piles on the North and South sides of the existing drainage canal from Roscoe Boulevard (151 South) to the Intracoastal Waterway; and

WHEREAS, through the County's formal bid process, Turnbull Environmental, Inc. was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project is being funded through TTF – Improvements O/T Building funds (1128-55302); and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

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. 11-74 – South Roscoe Boulevard Outfall Improvements to Turnbull Environmental, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Turnbull Environmental, Inc. on behalf of the County

for the completion of South Roscoe Boulevard Outfall Improvements specifically provided in Bid No 11-74.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of August, 2011.

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

By: _____

Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Deputy Clerk

RENDITION DATE 8/5/11

Approved: Initial & Date
Prepared By: _____
Approved By: _____

**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**

1992 EDITION
(REVISED 5/19/11)

These Contract Documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate in order to address contractual concerns.

This Agreement is made _____, 2011 by and between **St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084** (hereafter referred to as the "Owner") and **Turnbull Environmental, Inc., 50 Agnes Circle, St. Augustine, FL 32080 (904) 461-8305 (p) (904) 461-0299 (f)** hereinafter referred to as the "Contractor") under seal for Construction of **Bid No.:11-74 South Roscoe Boulevard Outfall Improvements** hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing 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 (if any): Turnbull Environmental, Inc.'s Bid Proposal dated 6/22/11; Addendum 1, 2 & 3; Bonds & Insurances.

(Here list any additional Contract Documents such as addenda special conditions, supplemental conditions, etc.)

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

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's Public Construction Bond (if applicable) for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with

reference to the Project. Specifically, but without limitation, this Contract 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 Contract 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 Contract 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 This 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 Contract, 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 Contract, 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 Contract 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 Contract.

1.5.6 Words or terms used as nouns in this Contract 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 shall any such approval be evidence of the Contractor's compliance with this 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 The Contractor shall perform all of the Work required, implied, or reasonably inferable from, this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, 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 Contract. The Work to be performed by the Contractor is generally described as follows:

The scope of work for this project shall generally consist of furnishing all labor, materials, equipment and other items necessary to construct approximately 800 LF of sheet piles on the North and South sides of the existing drainage canal from Roscoe Boulevard (151 South) to the Intracoastal Waterway. The existing drainage canal (asbestos sheet piles) and outfall pipe is in an existing easement for the County and shall remain in place. All work shall be performed in accordance with the plans, specifications and bid documents issued for this bid.

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 Fifteen (15) consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of \$ 580.00 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 Contract. 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 Contract 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 Contract.

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the **\$ Two Hundred & Thirty-Four Thousand Five Hundred Dollars & XX/Cents (\$234,500.00)**. The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract.

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 Contract. 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 Contract 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 - 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, the Owner shall make progress payments to the Contractor on account of the Contract Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until Owner has issued Final Acceptance.

5.2.3 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 for ninety percent (90%) of that portion of the Contract Price properly incorporated in the Work less the total amount of previous payments received from the Owner.

Such 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 Contract, 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 Contract. 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 Contract. 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.

5.2.4 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.

5.2.5 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.

5.2.6 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 Contract.

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 Contract and this Contract has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

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

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, 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 Contract, 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 Contract.

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 Contract 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 Contract. This warranty shall survive termination of this Contract and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

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

7.6 Supervision

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

accept any and all communications from the Owner or Assignees.

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

| Name | Function |
|-------|----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director

the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

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

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

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

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

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Project Director

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Contract. The Project Director shall be the Owner's representative from the effective date of this Contract 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 Contract.

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 Contract.

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. 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 Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

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

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 Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. 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 Contract, 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 Contract, 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 (See Attachment B attached to this agreement). 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 Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract 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 Contract, 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 than 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 Contract. 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 Contract 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 of 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 Contract, 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 Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Contract, 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 Contract. 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 Contract, 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 Contract. 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 Contract. 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 Contract 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 Contract 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 Contract 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 for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes 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 Contract;
- (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 prosecute 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 is guilty of a substantial violation of a material provision of this Contract, 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 Contract, 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:

13.1.1 The successful Bidder shall indemnify and hold the Owner harmless against all loss, damage, or expense by reason of injury to person or damage to property arising out of the use of or activities on any said premises by the successful Bidder, its agents,

representatives, Contractors, Subcontractors, or employees. Prior to commencement of services under this Contract the successful Bidder's insurance coverage shall comply with the following insurance requirements:

Insurance Requirements - Standard Contract for Service

The contract price will not exceed \$500,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law 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.
- b) 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
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owned autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and excess/umbrella policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - c. Certificate of Insurance shall note the following in the Description Block - **“Bid No. 11-74 South Roscoe Blvd. Outfall Improvements”**.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

ARTICLE XIV MISCELLANEOUS

14.1 GOVERNING LAW AND 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 this Agreement 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 Contract. The Contractor shall not assign this Contract 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 Contract 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 Contract 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
ACCESS TO RECORDS

17.1 Access To Records (Chapter 119, Florida Statues)

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

ARTICLE XVIII
REVIEW OF RECORDS

18.1 Review of Records

As a conditions of entering into this Agreement/Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the (insert name of other party) authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that (insert name of party) is under no duty to provide access to documentation not related to this Agreement, and/or is otherwise protected by County, State, or Federal law.

{Remainder of page intentionally left blank}

Contract No.: 11-74 South Roscoe Boulevard Outfall Improvements

Owner
St. Johns County (Seal)

(Typed Name)

By: _____

Signature

Joe Burch, Purchasing Director
Printed Name & Title

Date of Execution

Cheryl Strickland, Clerk of Courts

By:
Deputy Clerk

Date of Execution

Legally Sufficient:

Assistant County Attorney

Date: _____

Contractor

(Seal)

(Typed Name)

By _____

Signature

Printed Name & Title

Date of Execution

South Roscoe Boulevard Outfall Improvements

***Bid No.: 11-74
June 22, 2011 @ 2:00PM***

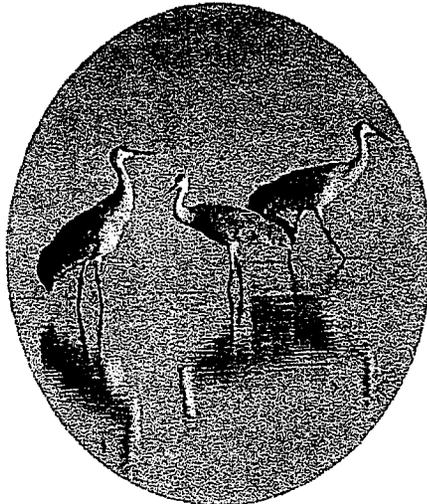
***Bid Documents
Qualifications and Experience***

Turnbull Environmental, Inc
Restoration and Mitigation Solutions
50 Agnes Circle, St. Augustine, FL 32080
www.turnbullenvironmental.com

Office: 904.461.8305

Fax: 904.461.0299

Certified Contractor: CUC1223978



BID NO.: 11-74

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL

PROJECT: SOUTH ROSCOE BOULEVARD OUTFALL IMPROVEMENTS

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

DATE SUBMITTED: June 22, 2011

BID PROPOSAL OF

Turnbull Environmental, Inc.

FULL LEGAL COMPANY NAME

50 Agnes Circle, St Augustine, FL 32080 904-461-8305

Address

Telephone No.

Gentlemen: Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled for South Roscoe Boulevard Outfall Improvements, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Construction of South Roscoe Boulevard Outfall Improvements as per plans and specifications.

\$ 234,500.00
Total Lump Sum Price (Numerical)

Two Hundred thirty-four thousand and five hundred dollars /100 Dollars
(Amount written or typed in words)

ALTERNATE #1:

FOR: Deduct for Sales Tax applicable to all specified materials.

(\$ 7,500.00)
Total Lump Sum Price (Numerical)

Seven Thousand five hundred dollars /100 Dollars
(Amount written or typed in words)

event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid.

Time of Substantial Completion to be 180 consecutive calendar days from receipt of Notice to Proceed from Owner.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

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

No.: 1 Date Received: June 1, 2011

No.: 2 Date Received: June 10, 2011

No.: 3 Date Received: June 15, 2011

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

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

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within One Hundred & Eighty (180) consecutive calendar within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.



St. Johns County Board of County Commissioners

Purchasing Division

June 1, 2011

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 11-74 South Roscoe Boulevard Outfall Improvements

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

CLARIFICATION/CHANGE:

Deadline for questions and/or substitutions is hereby changed to: Wednesday, June 8, 2011
Deadline for issuance of Final Addendum is hereby changed to: Wednesday, June 15, 2011
BID DUE DATE IS CHANGED TO: Wednesday, June 22, 2011

BID QUESTIONS/RESPONSES:

Question No. 1: Sheet S-2 – The cap is 26” and 18” on the South side and 20” and 18”

Response: The cap size on the south wall (GG-70) is 2’-2”x1’-2”

Question No. 2: Sheet S-3 – The cap is 26” and the north side is 20”

Response: The cap size on the north wall (GG-50) is 1’-10”x1’-2”

Question No. 3: Sheet S-4 – The cap is 26”/22” x14” and 20” x 12” on both sides

Response: See responses 1 and 2.

Question No. 4: Sheet C-3 states “connect proposed 60” RCP to an existing headwall Inv. -2.30” and sheet S-1 states the 60” pipe is existing. Please clarify

Response: Omit note on sheet C-3. Contractor shall not connect 60” RCP to existing headwall. 60” Pipe and Headwall are existing.

Question No. 5: The specification for the sheet pile are unique to CMI. Is it the intent of the design engineer to sole source the sheet pile for this project?

Response: The County will consider requests for substitution or alternate source/s of sheet pile in accordance with the Original Bid Documents as follows:

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless **written request for approval has been submitted** by the Bidder and has been received by the Engineer **no later than Wednesday, June 8, 2011 & 4 p.m.** 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. (Documents shall be signed and sealed by an engineer licensed to practice in the state of Florida) 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 the Architect or Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ALL questions or substitution requests shall be submitted in writing to the following recipients at Stone Engineering Group no later than the deadline for questions shown above:

| | |
|----------------------|--|
| Reynold D. Peterson | rpeterson@stonejoca.com |
| William D. Jankowski | wjankowski@stonejoca.com |
| Megan Stiltner | mstiltner@stonejoca.com |

Question No. 6: Would the County be interested in value engineering for this project, similar to the Corona Road R.O.W. Safety Improvements Weir Project just recently completed.

Response: It shall be at the county's discretion to require value engineering by the low bidder at no additional cost.

Question No. 7: Please furnish the live loading requirements for the sheet pile design on the North and South sides of this sheet piling.

Response: Loading calculations performed based upon information provided in the geotechnical report. Please confirm the information provided in the plans and specifications is not sufficient to bid the above project.

THE BID DUE DATE IS HEREBY CHANGED TO: Wednesday, June 22, 2011 at 2:00 p.m.

Acknowledgment

Marie Turnbull 6/22/11
Signature and Date

Marie Turnbull, Sec/Trea
Printed Name and Title

Turnbull Environmental, Inc
Company Name (Print)

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

June 10, 2011

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 11-74 South Roscoe Boulevard Outfall Improvements

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

BID QUESTIONS/RESPONSES:

1. There are several different measurements on the widths listed on the sizes of the two caps could you confirm sizes on the 70 series and the 50 series wall? Sheet S-1 has several sizes listed.
Response: Please note sheetpile sizes
2. After the new sheet pile is installed, the plans illustrate backfill between the existing and the new wall. How are we to handle the erosion that will occur between the sections of broken existing sheet pile and the new sheet pile wall that will be sealed and not leak soil?
Response: No backfill is required between existing and the new sheetpile. The hatch represents existing earth.
3. Where the existing cap is dipping and the cap is sagging; do you want the installer to level the cap in the process of tying the new cap into the existing.
Response: Contractor is not required to level existing sagging cap.
4. Can I please get the Engineer's Estimate for the 11-74 South Roscoe Boulevard Outfall Improvement project?
Response: See attached engineer's estimate.
5. According to the owner of the adjacent property (Lot 24) he is in discussions with SJCO for the use of his property for access and potential temporary materials storage. Has this arrangement been finalized?
Response: Contractor shall be solely responsible for coordinating storage on private property.
6. Can we assume that we can access and work the project from the vacant lot to the south?
Response: Contractor shall be solely responsible for coordinating access to all sites outside of the ROW.

7. At the street end of the project there are two drainage pipes that intersect the old wall. Will we need to make penetrations in the new wall to accommodate these pipes?
Response: The drainage pipes are required to be accounted for during the construction of this project.
- 7a. If so , what would the detail look like?.
Response: Contractor shall coordinate with supplier/manufacturer for proper sealing of protrusions and installation around obstacles.
8. There is what appears to be a water line, again at the street end of the project. Who is responsible for moving this line out of the way?
Response: Per general notes 8 and 9, contractor shall be responsible for utilities issues within project limits.
9. In accordance with Addendum # 1, copy attached, we are hereby submitting Everlast Synthetic Products ESP 26.1 Composite Sheet Pile for your consideration. We are providing the alternate design, design calculations and the Independent Laboratory testing for this product.
Response: The product listed above shall be considered acceptable material for this project.
 In turn please furnish us, the same information for the Shore Guard GG-50 and GG-70 Sheet Pile that we are competing with.
Response: Please contact suppliers/manufactures directly for testing information. If design calculations are required, please contact Structural Engineer listed on sheets S-1 thru S-5.
10. Sheet C-1.. Under "Demolition Requirements" Item 4..Is this relative to the existing walls and cap. See Item-3
Response: Existing wall and cap shall remain in-place.
11. Sheet C-1.. Under "Notes and Construction Requirements" Item 21. Can the vacant lot be used to stage
Response: See Item #6.
- 11a.. If not how wide is the Right of Way.
Response: Proposed Construction Easement is 24ft Wide.
12. Sheet C-1..Will silt fence be required?
Response: Contractor shall be solely responsible for erosion control and shall meet all requirement of the FDEP NPDES permit.
13. Sheet C-2..What are the requirements for disconnecting and reconnecting the 4 inch ductile iron water main.
Response: Contractor shall coordinate with Utility provider for all disconnection and reconnecting utilities.
14. Sheet C-3..Explain note-408If Proposed sheetpile (By Others see attached plans)
Response: Note refers to sheets S-1 thru S-5.
15. The general notes #8 and #9 on sheet C-1 are they applicable to this project?
Response: Notes #8 and #9 shall be considered a notification to the contractor of sole responsibility to protect, remove, replace and coordinate all activities associated with the existing water main or other utilities during construction.

16. Will the 18" and 60" RCP need to be videoed ?

Response: Pipes associated with this project will not be required video.

17. Sheet C-1 note #19 states the fencing it to be removed and replaced as needed to accomplish clearing but sheet C-2 states to remove and replace 377 LF of existing fence which is correct?

Response: It is assumed that contractor will be required to remove the entire length of fence but if not, remove and replace as necessary.

18. If we are replacing the fence what are the specifications?

Response: The fence shall match existing. It is assumed the fence that is removed can be reinstalled. If the existing fence is damaged, Contractor shall be solely responsible for replacing the fence.

19. Which permits will be required by St Johns County and any costs associated with them

Response: No permits are required by St Johns County. Contractor shall submit for the FDEP NPDES permit.

20. What areas are you designating for sod and for seeding?

Response: All disturbed areas shall be sodded. The area assumed for sodding shall be from edge of cap to construction easement lines.

THE BID DUE DATE REMAINS: Wednesday, June 22, 2011 at 2:00 p.m.

Acknowledgment

Marie R. Turnbull 6/22/11

Signature and Date

Marie R. Turnbull, Sec/Trea

Printed Name and Title

Turnbull Environmental, Inc

Company Name (Print)

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

Attachment: Engineer's Estimate (PDF file, 1 page)

END OF ADDENDUM #2



St. Johns County Board of County Commissioners

Purchasing Division

June 15, 2011

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 11-74 South Roscoe Boulevard Outfall Improvements

This Addendum #3 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

BID QUESTIONS/RESPONSES:

1. We hereby request any plans available that reflect the acceptability as equivalent of the ESP 26.1 composite sheet pile as indicated in item #9 noted in ADDENDUM #2.

Response: See attached plans and specs for ESP 26.1 per your request.

THE BID DUE DATE REMAINS: Wednesday, June 22, 2011 at 2:00 p.m.

Acknowledgment

Marie R. Turnbull 6/22/11
Signature and Date

Marie R. Turnbull, Sec/Treas
Printed Name and Title

Turnbull Environmental, Inc
Company Name (Print)

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

Attachment: ESP 26.1 plans and specs (PDF file – 11 pages)

END OF ADDENDUM #3

CORPORATE/COMPANY

Full Legal Company Name: Turnbull Environmental, Inc. (Seal)

By: [Signature] Richard E Turnbull, President
(Name & Title typed or printed)

By: [Signature] Marie R Turnbull, Secretary/Treasurer
(Name & Title typed or printed)

Address: 50 Agnes Circle, St Augustine, FL 32080

Telephone No.: (904) 461-8305 Fax No.: (904) 461-0299

Email Address for Authorized Company Representative: rich@turnbullenvironmental.com

Federal I.D. Tax Number: 59-3691998 DUNS #: 112021824

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- "I" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - Certificate of Compliance with Florida Trench Safety Act
 - "E" - License/Certification List
 - "F" - Project Experience
- Bid Bond
Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "C", "D", "E", "F" and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

Bid No.: 11-74

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 Marie R Turnbull who being duly sworn, deposes and says he is Secretary/Treasurer (Title) of the firm of Turnbull Environmental, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid #11-74, for South Roscoe Boulevard Outfall Improvements, 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 he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or 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.

Turnbull Environmental, Inc. - Marie R Turnbull

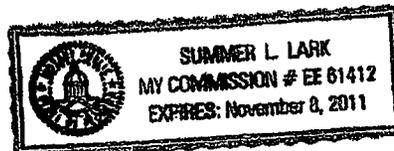
(Bidder)
By: Marie R Turnbull
Secretary/Treasurer
(Title)

Sworn and subscribed to me this 22 day
of June, 2011.

Notary Public:
Summer L Lark
Signature
Summer L Lark
Printed

My commission Expires: 11-8-11

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



State of Florida

Department of State

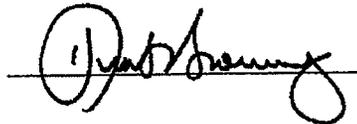
I certify from the records of this office that TURNBULL ENVIRONMENTAL, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on January 22, 2001.

The document number of this corporation is P01000008640.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on February 9, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Ninth day of February, 2011



Secretary of State



Authentication ID: 000193784050-020911-P01000008640

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

ONLY REQUIRED BY SUCCESSFUL BIDDER 7 DAYS AFTER NOTICE OF AWARD

ATTACHMENT B

LIST OF PROPOSED SUBCONTRACTORS

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 Contractor in the performance of this work:

**DIVISION OF WORK or
DESCRIPTION/NAME OF EQUIPEMENT**

**NAME AND ADDRESS OF
SUBCONTRACTOR or EQUIPMENT VENDOR**

SheetPile

Southern Pine Lumber 10710 North US1 Ponte Vedra, FL 32081

**ATTACHMENT C
CERTIFICATES AS TO CORPORATE PRINCIPAL**

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

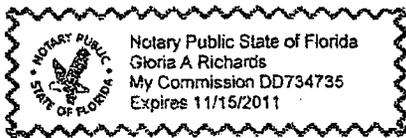

Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ~~ST. JOHNS~~) ORANGE

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Teresa L. Durham to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the United Fire & Casualty Company and that he has been authorized by United Fire & Casualty Company 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 22nd day of June, 2011, A.D.





NOTARY PUBLIC Gloria A. Richards
State of Florida-at-large

My Commission Expires: 11/15/2011

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

ATTACHMENT "D"

CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

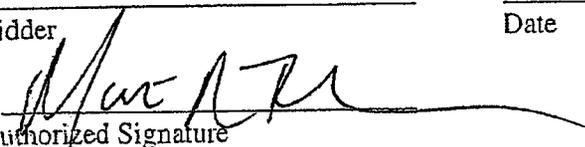
Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

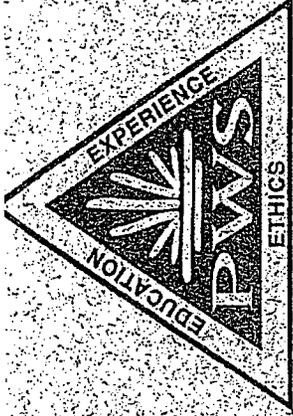
By: Marie R Turnbull
Turnbull Environmental, Inc.

June 22, 2011

Bidder

Date


Authorized Signature



*Society of Wetland Scientists
Certification Program, Inc.*

renews the designation

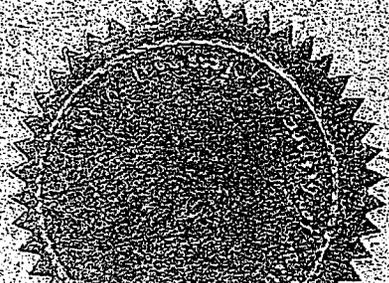
Professional Wetland Scientist

for

Richard E. Turnbull, PWS

In recognition of all the professional requirements approved by the
Society of Wetland Scientists Certification Renewal Program,
and verified by the Society's Certification Renewal Review Panel.

Professional Wetland Scientist number **0638** issued on **09/29/1995** and recertified on **01/08/2008**.




Kurt Phillip, Ph.D., PWS, Fellow

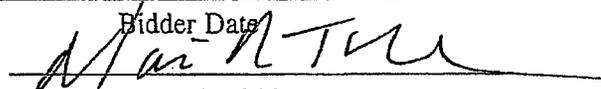

Pat Frost, PWS, Certification Renewal Chair

BID NO.: 11-74

ATTACHMENT "F" - PROJECT EXPERIENCE

Bidder acknowledges that he is licensed to perform work in the STATE OF FLORIDA and has successfully constructed five projects in the past five years of the type, size and dollar value as that being proposed.

By: Turnbull Environmental, Inc. June 22, 2011

Bidder Date

 Authorized Signature

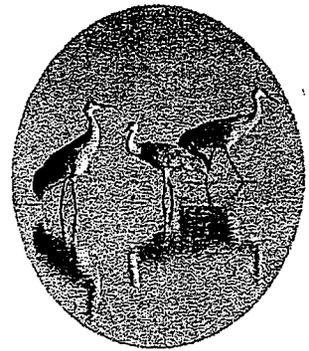
Provide a brief description of at least five similar jobs completed within the last 5 years

| Date | Job Name | Description: Type, Length, Size, Material | Owner Contact Info |
|------------------------------|---|---|--|
| <i>Example</i> Sept 2009' | <i>Bluff Stabilization</i> | <i>1200 LF of sheet pile</i> | <i>L. Howard St. Johns Co Engineering (904) 209-1234 lhoward@sjcfl.us</i> |
| Nov 2010 - Sep 2011 | SJRWMD Annual Civil Works Projects 2009-2012 - Lake Apopka WO#3 | Tasks include sheetpile and water control structure installation, erosion control facilities, stabilized and/or paved roadways, and ground cover. \$800,000.00 | St. Johns River WMD Mr. Cliff Gandy, Prof. Engineer cgandy@sjrwmd.com Department of Water Resources 4049 Reid Street Palatka, FL 32178 386.329.4322 fax: 386.329.4329 |
| Nov 2008 - May 2009 | Maria Sanchez Shoreline Stabilization | The Shoreline Stabilization of Maria Sanchez lake was accomplished utilizing a combination of Shoreguard Sheetpile as well as concrete block wall. \$252,500 | City of St. Augustine Mr. Todd Oram, Public Works Deputy Director P. O. Box 210 St. Augustine, FL 32084 904.209.4271 |
| Jan 2010 - Sep 2010 | SJRWMD Annual Civil Works Projects 2009-2012 - Lake Apopka WO#1 | Tasks include sheetpile and water control structure installation, construction of levee, erosion control facilities, stabilized and/or paved roadways, and ground cover. \$1,730,000.00 | St. Johns River WMD Mr. Cliff Gandy, Prof. Engineer cgandy@sjrwmd.com Department of Water Resources 4049 Reid Street Palatka, FL 32178 386.329.4322 fax: 386.329.4329 |
| Dec 2008 - Jul 2009 | Turnbull Creek Regional Mitigation Area | The Turnbull Creek Regional Mitigation project included removal of roads, ditches, berms, installation of ditch blocks and low water crossings, creation of 9.3 acres of wetlands. \$1,102,500 | St. Johns County BOCC Mr. Tony Colledge, Land Resource Mgr. St. Johns County Environmental Division 500 San Sebastian View St. Augustine, FL 32084 904.209.0792 fax: 904.209.0793 |
| Nov 2010 - Sep 2011 | SJRWMD Annual Civil Works Projects 2006-2009 - Lake Apopka WO#10 | Removal of the existing Lake Level Inlet Structure and install a new structure with a concrete headwall, gates and two 42" aluminum pipes. In addition, a steel sheet pile retaining wall will be constructed at the Phase 2 Site 2D and knee walls shall be installed at Phase 2 sites 2A, 2B, and 2E. | St. Johns River WMD Mr. Cliff Gandy, Prof. Engineer cgandy@sjrwmd.com Department of Water Resources 4049 Reid Street Palatka, FL 32178 386.329.4322 fax: 386.329.4329 |
| Apr 2007 - Nov 2007 | RV Griffin Reservoir Mitigation Project - Earth Balance Inc as Engineer | The project involved the construction of various structures to reverse the drainage effect of ditching and to restore and enhance wetlands on a large portion of the 6,000 acre property. \$578,500 | Peace River/Minnesota Regional Water Supply Authority Mr. Kevin Morris, Facilities Director 6311 Arlison Drive, Suite 100 Bridgeton, FL 34202 941.316.1776 fax: 941.316.1772 |

USE ADDITIONAL SHEETS AS NEEDED

BID NO.: 11-74

Turnbull Environmental, Inc
Restoration and Mitigation Solutions
50 Agnes Circle, St. Augustine, FL 32080
904.461.8305 **Fax: 904.461.0299**



Key Personnel

Project Manager / President: Rich Turnbull (M.S. Wildlife & Wetland Ecology) has 25 years of experience developing, managing, and implementing large scale environmental restoration projects that have benefited Florida's natural communities and associated fish and wildlife resources. After a successful career with two state agencies, Rich began his own company, specializing in wetland mitigation, environmental restoration, and stormwater, and infrastructure projects, primarily with natural resource agencies in Florida. Rich is the lead project manager on all TEI projects, and is highly trained and experienced. Rich is professionally designated as a Certified Wildlife Biologist, a Professional Wetland Scientist, and a state certified contractor. TEI has partnered with a number of agencies and companies to provide turnkey solutions to permitting and restoration needs, and has built a reputation for quality work completed within the client's timeframe.

Marie Turnbull, Secretary/Treasurer - Office Manager: Marie Turnbull has over 20 years of computer and project management experience. All technical computer issues are handled by Marie, who is fluent in all Microsoft products including Microsoft Project. She is thoroughly familiar with AIA Construction forms, WMBE reporting and certified payroll requests. Marie manages the payroll, accounts payable and accounts receivables for the company.

Superintendent: Daniel Langdale has over 25 years experience in the supervision and operation of equipment in a wetland environment. Rich and Dan began working together on the Orange Creek Restoration project in 1998, and together make a great wetland restoration team. Dan is the field supervisor and project manager on all TEI projects. Dan's experience in the field and knowledge of construction techniques in wetland environments is invaluable. He is safe and takes extreme care with all environmental and personnel safety measures, in order to avoid environmental degradation or accidents.

Foreman / Lead Operators: The Foreman and Lead Operators at Turnbull Environmental have a combined experience of over 40 years in the operation of equipment in various agricultural, environmental applications, and construction industries. TEI's team of Foreman and Lead Operators has construction and supervisory experience, as well as experience in site development projects and with city municipalities. They read blueprints, take field elevations and have knowledge of construction techniques in wetland environments. They are skilled in the operation of various types of heavy equipment, and understand levee and structure maintenance. They are steady, skillful, and careful in directing activities and in the use of heavy equipment.

TEI Qualifications and Experience

City of St Augustine Maria Sanchez Shoreline Stabilization

Location: St Augustine, Florida

Client: City of St Augustine

Contact: Todd Grant
904.209.4271

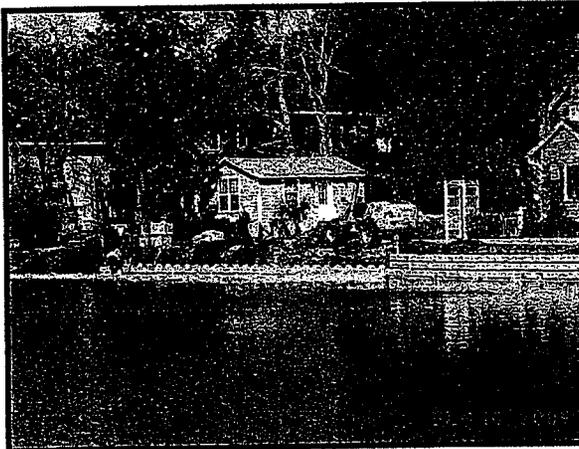
Value: \$ 252,500

In October 2007 Turnbull Environmental began the permit process for the shoreline stabilization project on the Maria Sanchez Lake in St Augustine, Florida. In November 2008 construction activities began to execute the permitted activities.

Erosion control measures were installed and then heavy equipment (loaders, small excavators) were used to clear, excavate and install bedding stone as a base on sections of the shoreline that had eroded over time. After shoreline was prepared large (1200 pound) segmented concrete blocks were then placed and stacked to create a retaining wall. The wall was then backfilled and a littoral shelf placed in front of the wall using in-situ material. Construction activities were



conducted during low tidal periods whenever possible and lake levels will be temporarily managed in order to minimize lake disturbance.



The littoral shelf is approximately 0.3 acres and was planted with Saltmarsh Cordgrass and Black Needle Rush on 2' centers, using 4" liner stock. In addition, we planted 250 Black Mangrove plants (1 gallon containers), scattered in 10 to 12 areas of about 100 square feet, within the littoral shelf zone.

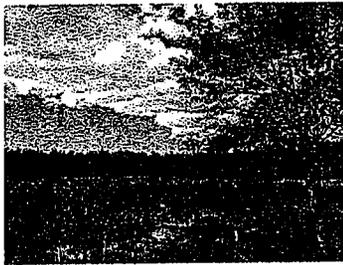
The project was completed May 2009 leaving the city and the residents with a stable shoreline, planted with natural saltmarsh plants and an aesthetically

pleasing look for the community.

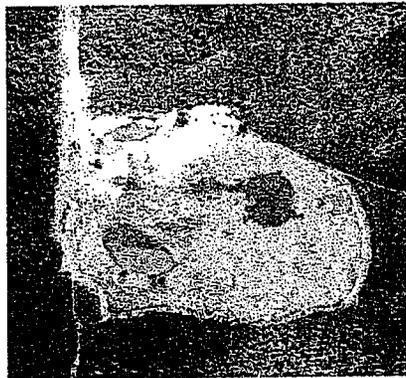
TEI Qualifications and Experience

Turnbull Creek Regional Off-Site Mitigation Area

Location: St. Johns County, Florida
Client: St. Johns County Board of County Commissioners
Contact: Mary Ann Blount - or - Tony Cubbedge
904.209.0762 904.209.0792
Value: \$ 1,200,000 (consulting and construction)



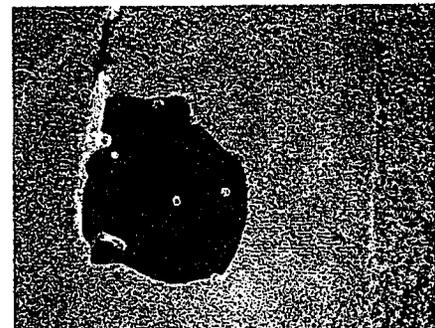
Since 2001, TEI has provided on-going professional services to the Roads and Bridges Department, St. Johns County. Primary services entailed conducting ecological and hydrological resource assessments of various properties, and the design and implementation of a regional mitigation plan for wetland impacts associated with infrastructure improvements throughout the county. TEI conducted the resource and mitigation value assessment of the 700 acre Turnbull Creek property, which was subsequently purchased by the County. TEI was then tasked with developing a detailed management and restoration plan, and securing regulatory permits for establishing a Regional Off-Site Mitigation Area (ROMA) for St. Johns County.



In addition, TEI also provides construction services to the County for environmental restoration and mitigation projects. In September 2008, the County issued a Request for Proposals from qualified and experienced firms to provide contractor services for implementing the ecological and hydrologic enhancements at Turnbull Creek ROMA. Through the RFP process, TEI has been awarded a four year, two-phase construction contract to implement the ecological enhancements on the property. TEI was ranked the highest and best qualified in all categories by every reviewer during the evaluation process.

The project objectives include widespread hydrologic restoration thru-out the site, the creation of a nine acre wetland, and upland and wetland pine thinning. The property is located south of SR 16 and west of I-95 in central St. Johns County; restoration and wetland creation will provide wetland mitigation credit in excess of 150 functional gain units.

Notice to proceed was received late November 2008, and construction began December 1, 2008. TEI will provide all labor, materials, equipment, supervision and related items to clear and grub all restoration sites, excavate and grade the creation site, backfill ditches to specified elevations, install native wetland and upland plants, and provide biological monitoring and maintenance services for a period of up to four years.



Wetland Restoration (Turnbull Creek ROMA) Issue # 0010 10/00 Date 07/30/08
2010/08/08 0818

Ocklawaha River Basin Annual Civil Projects

Location: Lake County, Florida
Client: St Johns River WMD (SJRWMD)
Contact: Mr. Cliff Gandy, Project Manger
386.329.4500
Value: \$4,600,000

Description: In October 2006, TEI was awarded an annual contract with SJRWMD for their Annual Civil Works Program. During March 2007 thru August 2008, TEI was issued several work orders to implement portions of a major wetland restoration project in Lake County, Florida. In December 2009 TEI was awarded it second Annual Civil Works Contract.

The purpose of the Ocklawaha River Basin restoration program is to restore freshwater habitat, protect and improve water quality, and ultimately re-connect the restored wetlands to Ocklawaha River Basin. The projects are located on the site of former farm fields that had been converted from a sawgrass marsh, known as Emeralda Marsh; as well as on what was once a world-class bass fishery known as Lake Apopka. By balancing short-term and long-term goals, a dynamic ecosystem is being returned to the area.

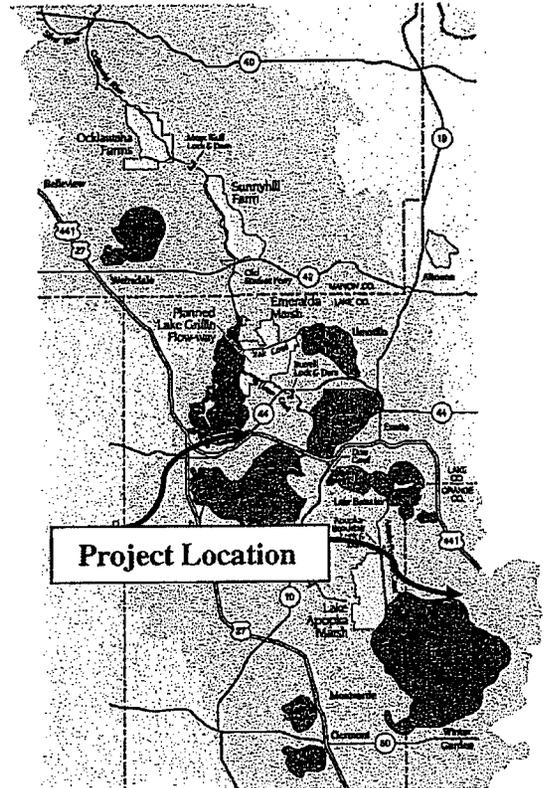
The Lake Griffin work addressed improvements to an existing drainage canal in order to improve on-site water management, thereby improving water quality by allowing increased nutrient binding in the wetlands and via application of alum to bind phosphorous. Spoil was used to create habitat islands, while the canal bottom was cleaned of excessive vegetation and organic soils. A pump station pad was constructed and facility pad created for an alum injection system. In addition, the major culvert under Emeralda Island Road was repaired by installing a HCPE slipliner, and installing an inlet box and slide gate on the upstream side of the culvert.



In addition, work addressed reconnection of the wetland and lake system, providing recreational access. The objectives included degradation of approximately 7,150 linear feet of the existing lake-side levee at six separate locations, completely removing approximately 1,000 linear feet of lake-side levee, removal of abandoned pump stations and culverts, and widening and stabilizing an existing boat ramp and associated parking area.

The Lake Apopka project consisted of improvements to the levee system and canals to allow for movement of water between the fields and canals to allow for the saturation of soils in order to remediate the pesticides located in the North Shore area. Over 30 structures with flexible risers 60" piping and retaining walls have been installed as well as the creation of over 8.5 miles of levee systems built upon mucky soils and stabilized to allow for vehicle traffic and the ability to carry atleast a 120 ton load.

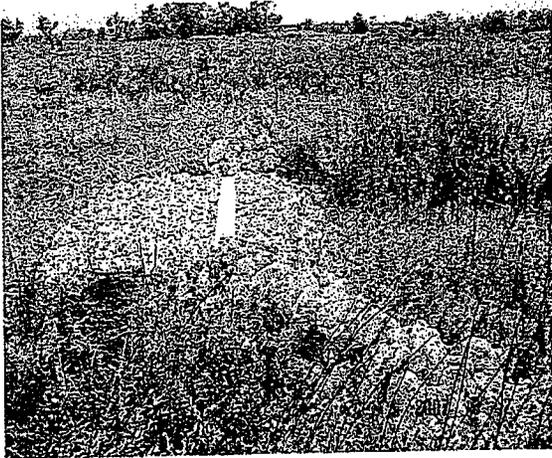
Equipment: Excavators, all-terrain track loader, dump trucks, long-reach trackhoes, crane mats, and wheel loaders.



TEI Qualifications and Experience

Wetland Mitigation for the Peace River Regional Reservoir Expansion

Location: Desoto County, Florida
Client: Peace River/Manasota Regional Water Supply Authority
Contact: Mr. Kevin Morris, Facilities Director
941.316.1776
Value: \$578,500



Description: TEI was awarded this wetland restoration and enhancement project in May 2007 for the construction of the mitigation elements associated with the expansion of the Peace River Regional Reservoir. The project consisted primarily of restoration of two large wetland strands that serve as headwaters to the Myakka River, located within the state-owned 10,000 acre RV Griffin Reserve in Desoto County, Florida. This project involved the construction of various ditch blocks and removal of berms and levees to reverse adverse drainage effects and restore wetlands on approximately 600 acres of land.

The project required the construction of forty-five hardened control structures/weirs, thirty-four small ditch blocks (1,100 feet), thirty-seven sections of large ditch blocks (10,000 feet), and installation of three miles of barbed wire fence. The construction of hardened control structures required earthen fill, geotextile membrane, sheet pile with aluminum caps, and installation of drain stone and rip-rap. The ditch blocks and berm removal segments were constructed by degrading the elevated berms and placing the spoil in the adjacent or nearby ditches.

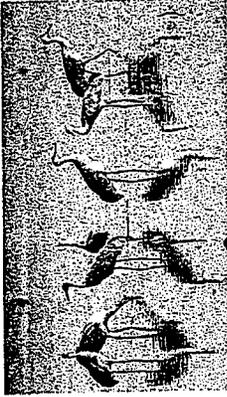
In addition, over six miles of an existing jeep trail/road system was removed in four (4) locations by disking and regrading to the same elevations as adjacent undisturbed elevations. Silt fence and seeding was used extensively to stabilize disturbed ground and prevent violation of water quality standards. The project was completed in October 2007, one month ahead of schedule.



Equipment: Trackhoes, backhoe loader, track loader, and dump trucks.

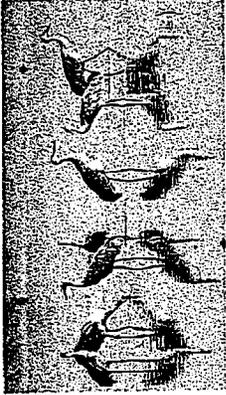
Turnbull Environmental, Inc

Recent Project Summaries as of 6/17/2011



| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|---|---|--------------------------------|--|
| <p>SJRWMD Annual Civil Works Projects</p> <p>\$8,000,000</p> | <p>TEI has been awarded an annual contract with SJRWMD to implement water resource and wetland restoration; general earthwork projects. Tasks include wetland restoration, dewatering, levee construction, culverts and water control structure installation, erosion control facilities, cast-in-place and pre-cast concrete, stabilized and/or paved roadways, and ground cover. The procurement was awarded based on cost, experience & qualifications, and references. Current Projects are located at Lake Apopka.</p> | <p>Dec 10 - September 2012</p> | <p>St. Johns River WMD Mr. Cliff Gandy, Prof. Engineer Department of Water Resources 4049 Reid Street Palatka, FL 32178 386.329.4322 fax: 386.329.4329</p> |
| <p>North Peninsula State Park</p> <p>\$1,342,650</p> | <p>This project entailed the restoration of a minimum of 30 acres of salt marsh located in Volusia County. Financing for the project was via a grant from NOAA using federal stimulus monies, and administered by St. Johns River Water Management District. Project efficiencies gained from TEI's skills, knowledge and abilities have allowed for an additional fourteen (14) acres of salt water marsh to be restored and yielding a total of 400,000 CY of spoil material removal from the site. This additional acreage is within the original budget, and therefore is enhancing additional wetland areas of the state park at no additional cost.</p> | <p>Sep 09 - Dec 10</p> | <p>Floridan RC & D Council, Inc Dick Balduzzi, Owner 1093 A1A Beach Blvd #267 St Augustine, FL 32080 904.501.9900 fax: 904.471.1063</p> |
| <p>City of Orlando Spring Lake Wet Detention Pond (Dredging Project)</p> <p>\$385,000</p> | <p>TEI provided continuing services for six years under an Annual Contract to conduct sandbar removal, lake restoration, and stormwater outfall maintenance throughout the City of Orlando. In October 2010 the City of Orlando contracted with TEI to complete stormwater outfall maintenance on Spring Lake in Orlando Florida</p> | <p>Dec 09 - Sep 10</p> | <p>City of Orlando Mr. John Evertsen, Program Coordinator 1030 S. Woods Ave Orlando, FL 32805 407.246.2234</p> |

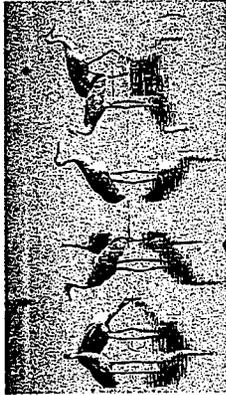
Turnbull Environmental, Inc



**Recent Project Summaries
as of 6/17/2011**

| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|--|---|--|--|
| <p>Turnbull Creek Regional Mitigation Area \$1,102,500</p> | <p>The Turnbull Creek Regional Mitigation project is a major wetland restoration, enhancement and creation initiative by St. Johns County. Work included removal of roads, ditches, berms, installation of ditch blocks and low water crossings, creation of 9.3 acres of wetlands, and associated native plantings throughout a 750 acre County-owned mitigation area. Earthwork and plantings were conducted in two phases, with a three year monitoring and maintenance period for each phase.</p> | <p>Phase I: Dec 08 - Mar 09 Phase II: Mar 09 - Jul 09</p> | <p>St. Johns County BOCC Mr. Tony Cubbedge, Land Resource Mgr. St. Johns County Environmental Division 500 San Sebastian View St. Augustine, FL 32084 904.209.0792 fax: 904.209.0793</p> |
| <p>SJRWMD Annual Civil Works Projects \$1,500,000</p> | <p>TEI has been awarded an annual contract with SJRWMD to implement water resource and wetland restoration; general earthwork projects. Tasks include wetland restoration, dewatering, levee construction, culverts and water control structure installation, erosion control facilities, cast-in-place and pre-cast concrete, stabilized and/or paved roadways, and ground cover. The procurement was awarded based on cost, experience & qualifications, and references. Completed projects include Deep Creek I & II, Emerald Marsh, Lowrie Brown, Edgefield, Apopka Flow-way Finger Dikes and Ditch Maintenance. Pending Projects include additional work at Lake Apopka and Emerald Marsh.</p> | <p>Dec 06 - March 2010</p> | <p>St. Johns River WMD Mr. Cliff Gandy, Prof. Engineer Department of Water Resources 4049 Reid Street Palatka, FL 32178 386.329.4322 fax: 386.329.4329</p> |

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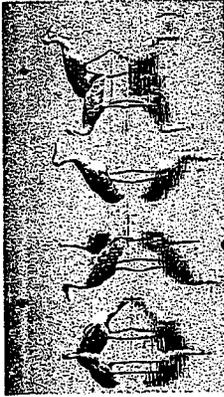


**Recent Project Summaries
as of 6/17/2011**

| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|---|---|---------------------|--|
| Caloosahatchee Creek Wetland Restoration Project \$395,000 | TEI assisted with design and permitting, and subsequently implemented the hydrologic restoration to a more natural flow-way system of the Caloosahatchee Creek Property, owned by Lee County. Restoration entailed blocking existing drainage channels with earthen berm structures and geoweb low water crossings, as well as re-establishing hydrologic connection with the adjacent Caloosahatchee River by removing earthen berms surrounding the project area. | Nov 08 - Mar 09 | Mr. Mitchell Moore, Project Manager Ecosystem Restoration Division EarthBalance, Inc. 2579 N Toledo Blade Blvd. North Port, FL 34289 941.426.7878 fax: 941.426.3673 |
| McNeil Pond Habitat Enhancement Project \$187,500 | TEI conducted a major pond restoration project via muck removal at McNeil's Pond, a 26 acre inter-dunal pond located within Guana State Park in north-east St. Johns County. Task included dewatering during numerous extreme rainfall events, and excavation and removal of over 20,000 cubic yards of unconsolidated muck sediments, thereby restoring the original sandy bottom substrate. | Feb 08 - Jun 08 | FL Fish and Wildlife Conserv. Comm. 620 South Meridian Street Tallahassee, FL 32399-1600 Mr. Mahmould Madkour, Prof. Engineer 850.488.5531 |

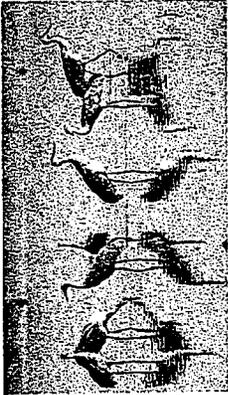
Turnbull Environmental, Inc

Recent Project Summaries as of 6/17/2011



| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|--|---|------------------------|---|
| <p>SRWMD Wetland Restoration & Streambank Stabilization Construction Services</p> <p>\$1,043,000</p> | <p>TEI is under annual contract with SRWMD to design and implement wetland restoration and streambank stabilization projects throughout the Suwannee River basin. The procurement was awarded based on cost, experience & qualifications, and references; TEI was ranked #1 out of 14 bidders by every staff reviewer. Typical wetland projects include hydrologic reconnection, berm and levee removal, and wetland creation. Typical streambank stabilization projects include installation of sheet pile walls, gabion baskets, storm drain inlets, and geocell installation. Completed projects include - Lake Rowell, Anderson Springs, Devils Hammock, Woods Ferry and Ruth Springs. Ongoing Projects - Blue Sink and DOT Mitigation.</p> | <p>Jun 06 - Sep 09</p> | <p>Suwannee River WMD Mr. Bob Heeke, Sr. Program Manager 9225 CR 49 Live Oak, FL 32060 800.226.1066 fax: 386.362.1056</p> |
| <p>RV Griffin Reservoir Mitigation Project</p> <p>\$578,500</p> | <p>TEI conducted a major wetland restoration and mitigation project within the RV Griffin Reserve, located in Desoto County. The project involved the construction of various structures to reverse the drainage effect of ditching and to restore and enhance wetlands on a large portion of the 6,000 acre property.</p> | <p>Apr 07 - Nov 07</p> | <p>Peace River/Manasota Regional Water Supply Authority Mr. Kevin Morris, Facilities Director 6311 Atrium Drive, Suite 100 Bradenton, FL 34202 941.316.1776 fax: 941.316.1772</p> |
| <p>Orange Ck. Restoration Area Phase V</p> <p>\$261,288</p> | <p>TEI implemented construction activities at OCRA in 2008, which included building a flood control levee around a portion of the adjacent property. A water control structure and pump pad were also installed. Restoration earthwork included removal of levees and ditches by backfilling the levee spoil into the adjacent ditches to natural grade. Additional tasks included creation of habitat islands, installation of geoweb low-water crossings and the removal of three pump stations and associated solid waste.</p> | <p>Mar 08 - Nov 08</p> | <p>St. Johns River WMD Mr. Bill Bossuot, Land Resource Specialist Land Resources Dept. Palatka, FL 32178 386.329.4500</p> |

Turnbull Environmental, Inc

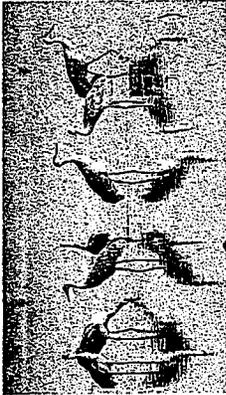


Recent Project Summaries as of 6/17/2011

| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|--|---|------------------------|---|
| <p>City of Orlando Lake Restoration & Sandbar Removal Annual Contract \$528,214</p> | <p>TEI provided continuing services for six years under an Annual Contract to conduct sandbar removal, lake restoration, and stormwater outfall maintenance throughout the City of Orlando. Completed projects included Lake Orlando, Lake Giles, Spring Lake, Lake Holden, Lake Rabana, Pineloch & Dover, Clear Lake, Lake Eola, Lake Lucerne Restoration, Lake Winyah, Lake Greenwood, Lake Highland and Lake Wade & Beauty.</p> | <p>Mar 03 - Jan 09</p> | <p>City of Orlando Mr. John Evertsen, Program Coordinator 1030 S. Woods Ave Orlando, FL 32805 407.246.2234</p> |
| <p>Lake Maggiore Shoreline Restoration \$553,750</p> | <p>TEI conducted a major shoreline restoration project via muck removal at Lake Maggiore, a large freshwater lake located within the City of Clearwater, Florida. Tasks included installing turbidity control measures, and scraping over 26 acres of lake shoreline to remove unconsolidated organic sediments and large stands of cattails, thereby restoring the original sandy bottom substrate.</p> | <p>Feb 06 - Feb 07</p> | <p>Tarpon Ridge, Inc., Mr. Scott Ferris, VP of Operations 9741 International Court N., St. Petersburg, FL 33716</p> |
| <p>GTMNERR Dock & Shoreline Restoration Project \$535,700</p> | <p>TEI was awarded a six month project to provide erosion control, stabilization, and storm surge protection to the new \$5M Environmental Education Center located at Guana River State Park in north-east Florida. The project included a flood protection component which entailed re-contouring, shaping and restoring the adjacent shoreline, installing 6" rock-filled geoweb, and installing over 60,000 native plants. In addition, the project included the installation of a 150' long fixed dock and 500-square foot floating dock with gangway, fencing, and electric, water, and irrigation utilities.</p> | <p>Feb 06 - Aug 06</p> | <p>DEP, Office of CAMA Henri Burton, Construction Manager 3900 Commonwealth Blvd, MS 520 Tallahassee, FL 32399 850.528.8523</p> |

Turnbull Environmental, Inc

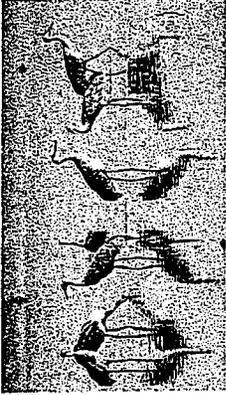
**Recent Project Summaries
as of 6/17/2011**



| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|---|--|------------------------|---|
| <p>Lake Harney Wetland Restoration Project</p> <p>\$57,350</p> | <p>The project included a requirement for the contractor to secure an ACOE wetland permit, as well as conducting the actual heavy equipment earthwork. Approximately 80% of the agricultural berm that had been in place for decades was subsequently removed by pushing the spoil into the adjacent borrow canals. The restored topography greatly improved hydrology, floodplain connectivity to adjacent Lake Harney, and wetland function. The former ditch and berm system was allowed to recolonize naturally from adjacent wetland areas.</p> | <p>Mar 06 - Jun 06</p> | <p>Seminole County Jim DUBY, Project Manager 1101 E 1st Street Sanford, FL 32771 407.349.0769 fax 407.665.7956</p> |
| <p>Cross Bar Ranch Natural Systems Restoration Project</p> <p>\$239,510</p> | <p>The project required construction of five new adjustable water control structures and one fixed geoweb overflow structure. The structures were installed at existing roadway / drainage crossings within the Cross Bar Ranch Wellfield in order to restore natural drainage patterns, reduce downstream flooding, re-hydrate excessively drained wetlands, increase groundwater recharge, and improve water quality of stormwater prior to downstream release. All work performed was in accordance with the Southwest Florida WMD and ACOE permits, and required extensive coordination among Tampa Bay Water Authority, Pinellas County, and Southwest Florida WMD, all funding partners for the project.</p> | <p>Oct 05 - Apr 06</p> | <p>Tampa Bay Water Authority Patty Fesmire, Env. Analyst 2535 Landmark Drive Suite 211 Clearwater, FL 33761-3930 727.796.2355 fax 727.791.2388 pfesmire@tampabaywater.org</p> |

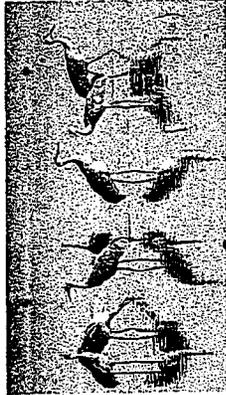
Turnbull Environmental, Inc

**Recent Project Summaries
as of 6/17/2011**



| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|--|---|------------------------|--|
| <p>St Johns County Pier Seawall Repair Project \$109,500</p> | <p>Repair and restore the severely damaged seawall protecting the county park and pier on Anastasia Island. Portions of the seawall and associated catch basin had been destroyed during the 2004 and 2005 hurricane season. The contract called for replacement of 20' of concrete pilings, 200 feet of 20' wide catch apron, and rebuilding of 40 feet of parapet wall and 60 feet of splash wall - nearly 200 cubic yards of concrete was formed and poured.</p> | <p>Oct 05 - Dec 05</p> | <p>St. Johns County Mr. Mike Rubin, Director Construction Services 2416 Dobbs Road St. Augustine, FL 32086 904.209.0190</p> |
| <p>Odena Operations Center Wetland Mitigation & Stormwater Management System Project \$315,000</p> | <p>Hydrologic and wetland restoration on approximately 15 acres of wetlands near Port St. Joe, Fl. Activities included excavating and grading two borrow pits to suitable elevations for wetland planting, remove and rebuild the stormwater management pond and structures, installation of equalizing culverts, and installation of curbs, gutters, and flumes.</p> | <p>May 05 - Aug 05</p> | <p>Progress Energy of Florida (Engineer = George F. Young, Inc) Mr. John Bastow, Vice-President/Engineering 1338 N.W. 13th St. Gainesville, FL 32601 352.378.1444</p> |
| <p>Parsons Point Wetland Restoration Project \$46,500</p> | <p>Hydrologic and habitat restoration on Tsala Apopka Chain of Lakes, via excavation and removal of two earthen berm roads. Remnants of a bridge, including pilings, concrete footings, and approach aprons were also removed to restore wetland habitat.</p> | <p>May 05 - Jun 05</p> | <p>Citrus County Department Of Public Works Mr. Mark Edwards, Director Aquatic Services Division 1300 South Lecanto Highway Lecanto, Florida 34460-0440 352.527.7620</p> |

Turnbull Environmental, Inc

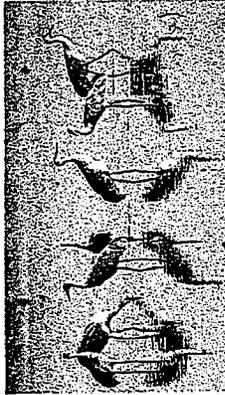


**Recent Project Summaries
as of 6/17/2011**

| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|---|---|---------------------|--|
| Brooker Creek Hydrologic & Habitat Restoration Project \$470,000 | Hydrologic and habitat restoration on Channels L and F via replacement of earthen fill access roads across two channels of Brooker Creek. The earthen roads were over excavated and then brought to original wetland grade using geoweb fabric, geogrid, and geocell layers. Over 15 acres were restored and planted with native wetland plants, and maintained thru June 2006. | Feb 05 - Jun 06 | Southwest Florida WMD Mr. Michael Holtkamp Operations Director 2379 Broad St. Brooksville, FL 34604-6899 813.985.7481 Ext. 2212 |
| Parking Lot Improvements St. Johns Co. Health Dept. \$72,500 | Clearing & grubbing, stabilizing, and paving 19 space overflow parking area; including headwalls, curbs & gutters, landscaping, signs, and pavement markings. | Feb 05 - Mar 05 | St. Johns County Mr. Mike Rubin, Director Construction Services 2416 Dobbs Road St. Augustine, FL 32086 904.209.0190 |
| Stormwater, Drainage, and Parking Improvements St. Johns County Golf Course \$288,600 | Stormwater drainage system retrofit, clearing & grubbing, stabilizing, and grassing 1 acre overflow parking area; removal and replacement of drainage pipe, installation of endwalls, manholes, inlets, weirs, and control valves. | Aug 04 - Mar 05 | St. Johns County Mr. Mike Rubin, Director Construction Services 2416 Dobbs Road St. Augustine, FL 32086 904.209.0190 |
| San Felasco State Preserve Wetland Enhancement \$49,250 | Project manager / prime contractor for berm removal and wetland restoration, with special application of crane mats to protect existing wetlands. | May 04 - Jul 04 | Suwannee River WMD Ms. Megan Wetherington, Engineer 9225 CR 49 Live Oak, FL 32060 800.226.1066 fax: 386.362.1056 |

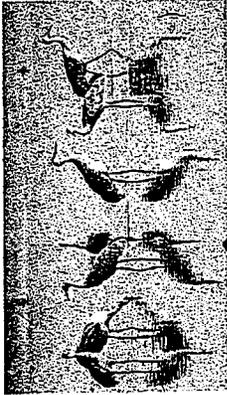
Turnbull Environmental, Inc

**Recent Project Summaries
as of 6/17/2011**



| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|---|--|---------------------|--|
| Hydrologic Restoration at Hilochee WMA \$27,400 | Project manager / prime contractor for berm removal and ditch filling, wetland restoration, and culvert installation. | May 04 - May 04 | Fl. Fish & Wildlife Commission Ms. Cyndi Gates, Bio. Scientist 12932 CR 474 Clermont, FL 34711 352.241.8501 |
| Econ State Forest Wetland Restoration Project \$56,000 | Berm removal and ditch filling, wetland restoration, culvert installation, geoweb low-water crossing, geoweb weir construction. | Dec 03 - Feb 04 | St. Johns River WMD Mr. Gian Basili, Asst. Director Land Resources Dept. Palatka, FL 32178 386.329.4500 |
| Goldhead Branch State Park Lake Restoration & Stormwater System Project \$92,000 | Lake restoration, stormwater pond excavation, concrete inlet boxes, nyoplast drain basins, sheet pile weirs, exfiltration units, rip-rap protection, potable 4" water well | Oct 03 - Feb 04 | Fl. Dept Environmental Protection Warren Poplin, Park Manager Goldhead Branch State Park Keystone Heights, FL 352.473.4701 |
| Paynes Prairie State Park Tram Road Removal Project \$17,750 | Berm removal and ditch filling, wetland restoration, upland restoration | Nov 03 - Dec 03 | Fl. Dept Environmental Protection Mr. Jim Wiemer, Park Biologist Paynes Prairie State Park Micanopy, FL 352.466.8081 |
| Myakka River SP Natural Systems Restoration Project \$17,500 | Berm removal and ditch filling, wetland restoration, upland restoration | Mar 03 - Apr 03 | Fl. Dept Environmental Protection Mr. Robert Dye, Park Manager Myakka River State Park Sarasota, FL 941.361.6515 |

Turnbull Environmental, Inc



**Recent Project Summaries
as of 6/17/2011**

| Project Title and Value | Project Description | Start and End Dates | Client/Project Manager |
|--|--|------------------------|--|
| <p>Stephen Foster SP Stormwater System Retrofit Project</p> <p>\$47,500</p> | <p>River protection, stormwater pond excavation and retrofit, berm installation, nyooplast drain basins, directional drilling, rip-rap outfall</p> | <p>Jan 03 - Apr 03</p> | <p>Fl. Dept Environmental Protection Valinda Subic, Park Manager White Springs, FL 386.397.4331</p> |
| <p>Paynes Prairie State Park Wetland Restoration Project</p> <p>\$98,000</p> | <p>Wetland restoration via berm removal and ditch back-filling of over 5,000 linear feet of medium and large ditches, to enhance several hundred acres of historically significant wetlands within Paynes Prairie, near Gainesville Florida.</p> | <p>May 02 - Jun 02</p> | <p>Paynes Prairie State Park Mr. Jim Wiemer, Park Biologist Micanopy, FL 352.466.8081</p> |
| <p>Orange Creek Restoration Area, Phases I-IV</p> <p>\$900,000</p> | <p>Project manager tasked with supervising all aspects of major earthwork / wetland restoration project that entailed complete removal of 9 miles of perimeter levee and 14.2 miles of interior berms, ditches & canals associated with a 1,400 acre former agricultural farm. Also included construction of geoweb low water crossings and removal of all water control structures.</p> | <p>May 98 - Aug 01</p> | <p>St. Johns River WMD Mr. Gian Basili, Asst. Director Land Resources Dept. Palatka, FL 32805 386.329.4500</p> |

TEI Qualifications and Experience
Company References



Mr. Tony Cubbedge
St. Johns County Board of County Commissioners
Environmental Division
500 San Sebastian View
St. Augustine, FL 32084
904.209.0792

Mr. Cliff Gandy, Project Manager
Water Resources
St. Johns River WMD
4049 Reid Street
Palatka, Florida 32178-1429
386.329.4322

Mr. Tom Odom, P.E.
Mitigation Resources, L.L.C.
713 West Montrose Street
Clermont, FL 34711
407.719.5559

Mr. Gian Basili, Assistant Department Director
Operation & Land Resources
4049 Reid Street
Palatka, Florida 32178-1429
386.329.4375

Charles A. Padera, Vice President
Joint Everglades Restoration Project
Post, Buckley, Schuh, & Jernigan, Inc.
4704 Shore Drive
St. Augustine, FL 32086
904.501.0930

Dick Balduzzi
Floridan RC & D Council, Inc.
1093 A1A Beach Blvd. #267
St Augustine, FL 32080
(904) 501-9900

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Turnbull Environmental, Inc. as Principal, and United Fire & Casualty 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 June 22, 2011.

For
South Roscoe Boulevard Outfall Improvements
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) 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 22nd day of June A.D., 2011, 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 it's governing body.

BID NO.: 11-74

WITNESSES:

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

WITNESSES:

Marietta
Ashley Ann Thomas
Amanda Riddle

Turnbull Environmental, Inc.
PRINCIPAL:

Turnbull Environmental, Inc.
NAME OF FIRM:

W. M. Hill
President
TITLE

50 Agnes Circle
BUSINESS ADDRESS

St. Augustine, FL 32080
CITY STATE

United Fire & Casualty Company
SURETY:

United Fire & Casualty Company
CORPORATE SURETY

Teresa L. Durham Teresa L. Durham
ATTORNEY-IN-FACT (AFFIX SEAL) & FL Licensed Resident Agent

PO Box 73909
BUSINESS ADDRESS

Cedar Rapids, IA 52407-3909
CITY STATE

Florida Surety Bonds, Inc.
NAME OF LOCAL INSURANCE AGENCY

END OF SECTION

WITNESS:

Lisa Roseland
Lisa Roseland

UNITED FIRE AND CASUALTY COMPANY

P.O Box 73909, Cedar Rapids, IA. 52407

Statement of Financial Condition
As Of December 31, 2010

ASSETS

| | |
|--|------------------------|
| Bonds | \$558,703,448 |
| Stocks | 415,878,996 |
| Real Estate and Equipment | 16,930,612 |
| Cash in Banks and Offices and Short Term Investments | 88,154,576 |
| Premiums in Course of Collection (less than 90 days old) | 132,534,529 |
| Reinsurance and Other Accounts Receivable | 6,668,279 |
| Deposits and Other Non Invested Assets | 41,784,711 |
| Total Admitted Assets | <u>\$1,260,655,151</u> |

LIABILITIES, SURPLUS AND OTHER FUNDS

| | |
|--------------------------------------|------------------------|
| Reserve for Unearned Premiums | \$164,809,118 |
| Reserve for Claims and Claim Expense | 475,885,072 |
| Reserve for Taxes and Expense | 25,653,130 |
| Total Liabilities | <u>\$666,347,320</u> |
| Capital Stock and Paid In Capital | \$219,790,239 |
| Surplus | 374,517,592 |
| Surplus as regards Stockholders | 594,307,831 |
| Total | <u>\$1,260,655,151</u> |

Securities carried at \$6,371,330 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2010 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$1,260,655,151 and surplus as regards shareholders \$594,307,831.

I, Dianne M. Lyons, Vice President of United Fire and Casualty Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2010

Dianne M. Lyons

Vice President

State of Iowa
City of Cedar Rapids } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Iowa in the City of Cedar Rapids, this

Sheri Fenton

Notary Public



UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M DONAHUE, OR KIM E NIV, OR JEFFREY W REICH, OR SUSAN L REICH, OR TERESA L DURHAM, OR PATRICIA L SLAUGHTER, OR J GREGORY MACKENZIE, OR GLORIA A RICHARDS, OR DON BRAMLAGE OF DAYTONA BEACH FL, ALL INDIVIDUALLY of MAITLAND FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its Vice president and its corporate seal to be hereto affixed this 16th day of October, 2007



UNITED FIRE & CASUALTY COMPANY

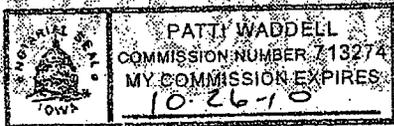
By 

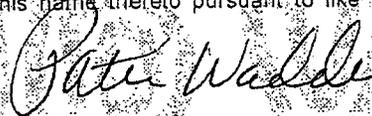
Vice President

State of Iowa, County of Linn, ss:

On 16th day of October, 2007, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa, that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



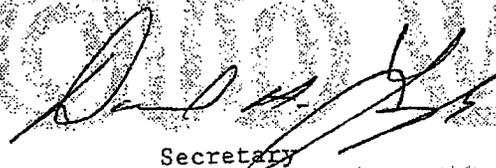


Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals; and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 22nd day of June 2011





Secretary

July 1, 2011

Mike Adams, Project Coordinator
St. Johns County Engineering Division
2740 Industry Center Road
St. Augustine, FL 32084

RE: South Roscoe Outfall Improvements, Bid # 11-74

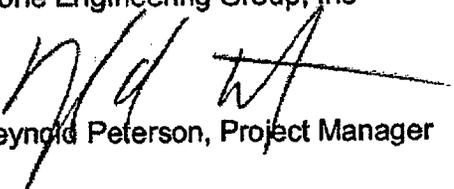
Mr. Adams,

We received the withdrawal letter from BNC, Inc dated June 24, 2011 and the Schedule of Values summary from Turnbull Environmental. It is our recommendation the project is awarded to Turnbull Environmental. It appears Turnbull Environmental provided a bid package in accordance with the bid plans, specifications and addenda.

Turnbull Environmental provided a bid based on the approved alternate material (ESP 26.1). This product is approved as an alternate material based on the plans, specifications and calculations provided by Everlast Synthetic Products, LLC-Technical Services. The submittal of the plans, specifications and calculations met the requirements set forth in section 00100 – Instruction to Bidders, Substitutions (pg 7). The information submitted for the ESP 26.1 met the standards set forth in the original plans and specifications for function, dimension, appearance and quality.

Please do not hesitate to contact us with any questions.

Sincerely,
Stone Engineering Group, Inc


Reynold Peterson, Project Manager



St. Johns County Board of County Commissioners

Purchasing Division

June 27, 2011

Mr. Albert J. Duckworth, St., Vice President/Estimator
BNC, Inc.
P.O. Box 810
Middleburg, FL 32050

RE: St. Johns County Bid No.: 11-74 – South Roscoe Boulevard Outfall Improvements

Dear Mr. Duckworth:

Your letter dated June 24, 2011 to Mr. Mike Adams, St. Johns County Engineering Department, requests the County qualify a sheet pile product (Shore Guard 30) that is not an approved product in specifications and bid documents. The bid documents, Section 00100, Instructions to Bidders, under the heading, SUBSTITUTIONS clearly established the procedure whereby an alternate product may be submitted for consideration. Addendum 1 to the bid documents clearly stated that the deadline for submitting requests for substitute products was June 8, 2011 and your request letter is outside of this window and must be rejected. Approval of your request would clearly give BNC an unfair advantage over the firms who submitted bids in accordance with the specifications and is against public procurement procedures.

Although Shore Guard UC30 may be a quality product and meet the intent of the specifications it was not submitted for consideration in accordance with the bid requirements. Not only was there ample time to submit alternate products during the original bid timeframe but the County extended the bid deadline by two full weeks per Addendum 1 to allow additional time for review and possible approval of alternate products and for clarification as to products approved. During that extended time period only one product, ESP 26.1, was submitted for review and was subsequently approved via Addendum 2 for bidder's consideration in submitting a bid. Please be reminded that BNC, Inc. has acknowledged receipt of Addendums 1, 2 and 3.

As stated in your letter, BNC chose to incorporate an unspecified product as part of the bid price. BNC must either supply an approved sheet pile product at the price submitted in BNC's bid or withdraw your bid. Please notify us of your decision in writing via fax or email by close of business (4:30 p.m.) Tuesday, June 28, 2011. Please feel free to call or email should you have any questions regarding this matter.

Sincerely,
St. Johns County Purchasing Dept.



Sharon L. Haluska
Contract Administrator
(904) 209-0156 – direct
(904) 209-0157 - fax
shaluska@sjcfl.us

cc: Mr. Press Tompkins, County Engineering – St. Johns County Engineering
Mr. Mike Adams, Project Manager – St. Johns County Engineering
Mr. Joe Burch, Purchasing Director – St. Johns County Purchasing
Mr. Reynold Peterson, Principal – Stone Engineering



St. Johns County Board of County Commissioners

Purchasing Division

June 27, 2011

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BNC, Inc.
P.O. Box 810
Middleburg, FL 32050

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Sincerely,
St. Johns County Purchasing Dept.



Sharon L. Haluska
Contract Administrator
(904) 209-0156 – direct
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shaluska@sjcfl.us

cc: Mr. Press Tompkins, County Engineering – St. Johns County Engineering
Mr. Mike Adams, Project Manager – St. Johns County Engineering
Mr. Joe Burch, Purchasing Director – St. Johns County Purchasing
Mr. Reynold Peterson, Principal – Stone Engineering

To All,
This request has been discussed at length with the vendor prior to bidding. The bid shall be on the material specified otherwise in my opinion it is an unresponsive bid and should be disqualified.

Thanks,
Press Tompkins, PE
County Engineer
St. Johns County Engineering Division
2740 Industry Center Rd.
St. Augustine, Florida 32084
Office: 904-209-0113
Fax: 904-209-0114
Cell: 904-669-8606
email: htompkins@sjcfl.us

-----Original Message-----

From: Sharon Haluska
Sent: Friday, June 24, 2011 3:45 PM
To: Mike Adams; Press Tompkins; Joe Burch; Reynold Peterson
Subject: FW: Roscoe Blvd. South Outfall Improvements

I will respond to Mr. Duckworth on Monday. Thanks - Sharon

Sharon Haluska
Contract Administrator
St. Johns County Purchasing
(904) 209-0156 (904) 209-0157 fax
shaluska@sjcfl.us www.sjcfl.us website

From: bnc111@aol.com [mailto:bnc111@aol.com]
Sent: Friday, June 24, 2011 2:43 PM
To: Mike Adams
Cc: Press Tompkins; Sharon Haluska
Subject: Roscoe Blvd. South Outfall Improvements

Debbie Howard
BNC, Inc
P.O. Box 810
Middleburg, FL 32050
Phone: 904-282-5073
Fax: 904-282-5075
E-mail: bnc111@aol.com



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**
2446 Dobbs Road
St. Augustine, Florida 32086

I N T E R O F F I C E M E M O R A N D U M

TO: Press Tompkins, County Engineer
FROM: Sharon Haluska, Contract Administrator
SUBJECT: Transmittal of Bids Received for Bid No. 11-74; South Roscoe Boulevard Outfall
Improvements
DATE: July 5, 2011

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

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

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

Dept. Approval 
Date: 7-8-11

Budget Amount: \$250,000.00

Account Funding Title: TTF - Improvements O/T Buildings

Funding Charge Code: 1114-56301-5163-56301

Award to: Tumbull Environmental, Inc.

Award Amount: \$234,500.00