

RESOLUTION NO. 2011 - 271

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 11-85 AND TO EXECUTE AN AGREEMENT FOR LIFT STATION IMPROVEMENTS – GROUP 2.

RECITALS

WHEREAS, the County desires to enter into a contract with Gruhn May, Inc. to provide services for the Lift Station Improvements – Group 2; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for pump station upgrades at five (5) lift stations located throughout St. Johns County, FL; and

WHEREAS, through the County's formal bid process, Gruhn May, 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 State Revolving Loan program - Lift Station Improvements 4487-56302 (Sea Gate); 56303 (Ponce de Leon Villas), 56305 (Ocean Gallery), 56305 (Weff Rd & 5th St); 56306 (2-D Sevilla); and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, and 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. 11-85 – Lift Station Improvements – Group 2 to Gruhn May, Inc.

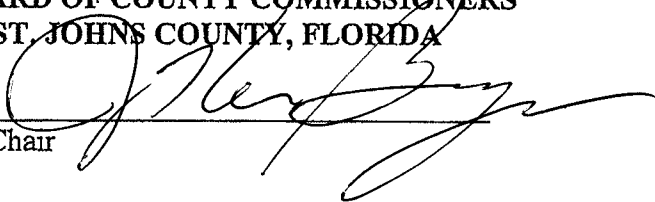
Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Gruhn May, Inc. on behalf of the County for the completion of Lift Station Improvements – Group 2 specifically provided in Bid No 11-85.

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 20th day of September, 2011.

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

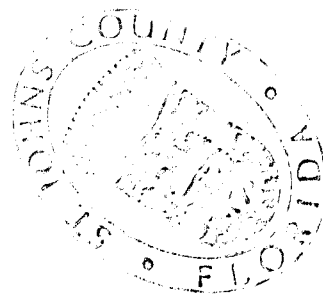
By: _____
Chair



ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 9/22/11



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 Gruhn May, Inc., 6897 Phillips Parkway, Jacksonville, FL 32256 (904) 262-9544 (p) (904) 268-0679 (f) hereinafter referred to as the "Contractor") under seal for Construction of Bid No.: 11-85 Lift Station Improvements – Group 2 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): Gruhn May, Inc.'s Bid Proposal dated 8/24/11; Addendum 1-5 inclusive; 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 include furnishing all labor, materials, equipment and other items necessary for improvements at seven (7) lift stations in St. Johns County, FL. Lift station upgrades and improvements shall generally include, but not be limited to setting up a temporary bypass, demolition/removal of existing lift station components, upgrading pumps, piping & fittings, instrumentation & controls, electrical wiring, and other appurtenances. All work shall be bid and performed specifically in accordance with the specifications and drawings.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **Three Hundred & Twenty (320)** consecutive calendar days. Final Completion shall be **Thirty (30)** consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of \$ **715.00** 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 \$ Four Hundred & Twenty-Five Thousand Ninety-Six Dollars & 03/Cents (\$425,096.03). 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, its 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 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 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

- 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-owed 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 commercial general liability, business auto liability and excess/umbrella liability 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 "Bld No.: 11-85 – Lift Station Improvements – Group 2" in the description block of the certificate.**
- 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 Statutes)

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.: 11-85 Lift Station Improvements – Group 2

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

**ST. JOHNS COUNTY
BID TABULATION**

LEIGH DANIELS
SHARON HALUKSA

OPENED BY
TABULATED BY
VERIFIED BY

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

BID TITLE LIFT STATION IMPROVEMENTS - GROUP 2
BID NUMBER 11-85
OPENING DATE/TIME August 24, 2011 2:00 PM

POSTING DATE/TIME FROM 08/24/11 3:00 PM UNTIL 08/31/11 3:00 PM
Purchasing Department

| BIDDERS | BASE BID # 1 SEA GATE TOTAL LUMP SUM PRICE | BASE BID # 2 PONCE DE LEON VILLAS TOTAL LUMP SUM PRICE | BASE BID # 4 OCEAN GALLERY TOTAL LUMP SUM PRICE | BASE BID # 6 WEFF ROAD & 5TH STREET TOTAL LUMP SUM PRICE | # 6A FPL ALLOWANCE WEFF ROAD & 5TH STREET TOTAL PRICE | TOAL LUMP SUM BID # 6 PRICE | BASE BID # 7 2-D SEVILLA TOTAL LUMP SUM PRICE |
|------------------------------|--|--|---|--|---|-----------------------------|---|
| MASCI CORPORATION | \$122,345.00 | \$121,340.00 | \$69,876.00 | \$132,432.00 | \$1,038.82 | \$133,470.82 | \$106,334.00 |
| G&H UNDERGROUND CONSTRUCTION | \$100,187.00 | \$114,360.00 | 54,100.00 | \$96,697.00 | \$1,038.82 | \$97,735.82 | \$89,289.00 |
| CALLAWAY CONTRACTING INC. | \$93,350.14 | \$111,523.11 | \$68,355.64 | \$146,638.54 | \$1,038.82 | \$147,677.36 | \$113,667.97 |
| GRUHN MAY, INC. | \$102,223.00 | \$106,188.00 | \$48,282.00 | \$87,727.00 | \$1,038.82 | \$88,765.82 | \$79,292.00 |
| C&S COMPANIES | \$108,776.00 | \$85,234.00 | \$73,747.00 | \$113,716.00 | \$1,038.82 | \$114,754.82 | \$77,401.00 |
| TLC DIVERSIFIED, INC. | \$109,000.00 | \$95,000.00 | \$49,000.00 | \$111,000.00 | \$1,038.82 | \$112,038.82 | \$79,000.00 |

BID AWARD DATE -

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

LEFT STATION IMPROVEMENTS - GROUP 2

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

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
SHARON HALUSKA

BID NUMBER

11-85

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME

August 17, 2011 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THIS BID TABULATION

FROM

08/17/11 3:00 PM

UNTIL

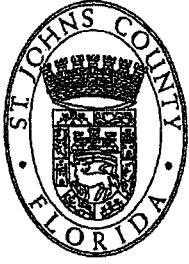
08/24/11 3:00 PM

PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

| BIDDERS | # 7 FTL ALLOWANCE - 2-D SEVILLA TOTAL PRICE | TOTAL LUMP SUM PRICE BID # 7 | TOTAL LUMP SUM BID PRICE (#1, #2, #4, #6, #7) | BID BOND | ADDENDUM # 1- #5 | ATTENDED MANDATORY PRE-BID MEETING |
|---------------------------------|--|---------------------------------|---|----------|------------------|--|
| MASCI CORPORATION | \$345.21 | \$106,679.21 | \$553,711.03 | YES | YES | YES |
| G&H UNDERGROUND CONSTRUCTION | \$345.21 | \$89,634.21 | \$456,017.03 | YES | YES | YES |
| CALLAWAY CONTRACTING INC. | \$345.21 | \$114,013.18 | \$534,919.43 | YES | YES | YES |
| GRUHN MAY, INC. | \$345.21 | \$79,637.21 | \$425,096.03 | YES | YES | YES |
| C&S COMPANIES | \$345.21 | \$77,746.21 | \$460,258.03 | YES | YES | YES |
| TLC DIVERSIFIED, INC. | \$345.21 | \$79,345.21 | \$444,384.03 | YES | YES | YES |

BID AWARD DATE - _____



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

INTEROFFICE MEMORANDUM

TO: James Overton, P.E., Engineer II
 FROM: Sharon Haluska, Contract Administrator
 SUBJECT: Transmittal of Bids Received for Bid No. 11-85; Lift Station Improvements – Group 2
 DATE: August 24, 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 [Signature]
 Date 8/26/11
 Budget Amount \$ 505,000
 Account Funding Title see attached
 Funding Charge Code see attached
 Award to Grubn May Inc.
 Award Amount \$425,096.03

ST. JOHNS COUNTY
AUG 30 2011

| Account/Funding Title | Cost Code | |
|-----------------------|------------|--------------|
| Sea Gate | 4487-56302 | 6560 Various |
| Ponce de Leon Villas | 4487-56303 | 6561 Various |
| Ocean Gallery | 4487-56304 | 6563 Various |
| Weff Rd & 5th St | 4487-56305 | 6565 Various |
| 2-D Sevilla (456) | 4487-56306 | 6580 Various |

BID NO.: 11-85

OFFICIAL COUNTY BID FORM - REVISED 8/12/11
ST. JOHNS COUNTY, FLORIDA
LUMP SUM BID PROPOSAL

PROJECT: LIFT STATION IMPROVEMENTS - GROUP 2

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

DATE SUBMITTED: August 24, 2011

BID PROPOSAL OF

Gruhn May, Inc.

FULL LEGAL COMPANY NAME

6897 Phillips Pkwy Dr N, Jacksonville, Fl 32256 - (904)262-9544
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 Lift Station Improvements Group 2, 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:

1. BASE BID #1: Lift Station Improvements @ Sea Gate as per plans and specifications.

\$ 102,223.00
Total Lump Sum Price (Numerical)

One hundred two thousand, Two hundred twenty-three and no----- /100

Dollars

(Amount written or typed in words)

2. **BASE BID #2:** Lift Station Improvements @ Ponce de Leon Villas as per plans and specifications.

\$ 106,188.00
Total Lump Sum Price (Numerical)

One hundred six thousand, One hundred eighty-eight and no----- /100
Dollars
(Amount written or typed in words)

3. **BASE BID #3:** Lift Station Improvements @ Ocean Gate as per plans and specifications.

\$ DELETED PER ADDENDUM #5
Total Lump Sum Price (Numerical)

DELETED PER ADDENDUM #5
/100 Dollars
(Amount written or typed in words)

4. **BASE BID #4:** Lift Station Improvements @ Ocean Gallery as per plans and specifications.

\$ 48,282.00
Total Lump Sum Price (Numerical)

Forty-eight thousand, Two hundred eighty-two and no----- /100
Dollars
(Amount written or typed in words)

5. **BASE BID #5:** Lift Station Improvements @ Tradewinds Lane as per plans and specifications.

\$ DELETED PER ADDENDUM #5
Total Lump Sum Price (Numerical)

DELETED PER ADDENDUM #5 /100 Dollars
(Amount written or typed in words)

5a. FPL Allowance - Tradewinds Lane

DELETED PER ADDENDUM #5
Total Lump Sum Price (Numerical)

DELETED PER ADDENDUM #5 /100 Dollars
(Amount written or typed in words)

TOTAL LUMP SUM BID #5: Lift Station Improvements (Bid Item #5) + FPL Allowance (Bid Item 5a)

\$ DELETED PER ADDENDUM #5
Total Lump Sum Price (Numerical)

DELETED PER ADDENDUM #5 /100 Dollars
(Amount written or typed in words)

6. **BASE BID #6:** Lift Station Improvements @ Weff Road & 5th Street as per plans and specifications.

FOR: Lift Station Improvements @ _____ as per plans and specifications.

\$ 87,727.00
Total Lump Sum Price (Numerical)

Eighty-seven thousand, Seven hundred twenty-seven and no---- /100
Dollars
(Amount written or typed in words)

6a. FPL Allowance - Weff Road & 5th Street.

\$ 1,038.82
Total Lump Sum Price (Numerical)

\$ One Thousand & Thirty Eight Dollars & 82/100 Dollars
(Amount written or typed in words)

6. **TOTAL LUMP SUM BID #6:** Lift Station Improvements (Bid Item #6) + FPL Allowance (Bid Item 6a)

\$ 88,765.82
Total Lump Sum Price (Numerical)

Eighty-eight thousand, Seven hundred sixty-five and 82/100 /100
Dollars
(Amount written or typed in words)

7. **BASE BID #7:** Lift Station Improvements @ 2-D Sevilla as per plans and specifications.

FOR: Lift Station Improvements @ _____ as per plans and specifications.

\$ 79,292.00
Total Lump Sum Price (Numerical)

Seventy-nine thousand, Two hundred ninety-two and no----- /100
Dollars
(Amount written or typed in words)

7a. **FPL Allowance - 2-D Sevilla**

\$ 345.21
Total Lump Sum Price (Numerical)

\$ Three Hundred Forty-Five Dollars & 21/100 Dollars
(Amount written or typed in words)

7. **Total Lump Sum Bid #7:** Lift Station Improvements (Bid Item #6) + FPL Allowance (Bid Item 7a)

\$ 79,637.21
Total Lump Sum Price (Numerical)

Seventy-nine thousand, Six hundred thirty-seven and 21/100 /100
Dollars
(Amount written or typed in words)

TOTAL LUMP SUM BID (#1 + #2 + #4 + #6 + #7) = Total Lump Sum Bid:

\$ 425,096.03
Total Lump Sum Price (Numerical)

Four hundred twenty-five thousand, Ninety-six and 03/100 /100
Dollars
(Amount written or typed in words)

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid. The basis of award shall be the Total Lump Sum Bid of all eight sites.

Time of Substantial Completion shall be 320 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.: <u>1</u> | Date Received: 7/21/11 | No. 4 Rec'd 8/10/11 |
| No.: <u>2</u> | Date Received: 8/2/11 | No. 5 Rec'd 8/16/11 |
| No.: <u>3</u> | Date Received: 8/3/11 | |

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.

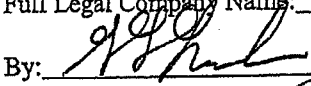
If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the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

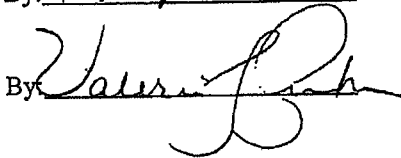
The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within Three Hundred & Twenty (320) consecutive calendar within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner 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.

CORPORATE/COMPANY

Full Legal Company Name: Gruhn May, Inc. (Seal)

By:  Gordon G. Gruhn
(Name & Title typed or printed)

By:  Valerie J. Gruhn
(Name & Title typed or printed)

Address: 6897 Phillips Pkwy Dr N, Jacksonville, Florida 32256

Telephone No.: (904) 262-9544 Fax No.: (904) 268-0679

Email Address for Authorized Company Representative: gordon@gruhnmay.com

Federal I.D. Tax Number: 59-1428549 DUNS #: 032400533

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- "A" - 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" - Unit Price List
 - "G" - Certificate of Compliance w/FDEP Generic Permit Requirements
 - "H" - Qualifications Statement
 - "T" - Appendix G - Certification of Compliance with 41 CFR 601.7: Reports and Other Required
 - "J" - Appendix H - Certification of Nonsegregated Facilities
 - "K" - Certifications Regarding Debarment, Suspension and Other Responsibility Matters
 - "L" - Certification of Compliance with Federal Labor Standards Provisions
 - "M" - Certification of Compliance with Immigration and Control Act
 - Bid Bond

Bid No.: 11-85

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 Gordon G. Gruhn who being duly sworn, deposes and says he is Vice President (Title) of the firm of Gruhn May, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 11-85 Lift Station Improvements - Group 2, 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.

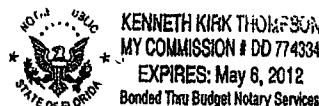
Gruhn May, Inc.
(Bidder)
By: [Signature]
Vice President
(Title)

Sworn and subscribed to me this 24th day of August, 2011.

Notary Public:
[Signature]
Signature
Kenneth Kirk Thompson
Printed

My commission Expires: May 6, 2012

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



Bid No.: 11-85

LIFT STATION IMPROVEMNTS - GROUP 2

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:

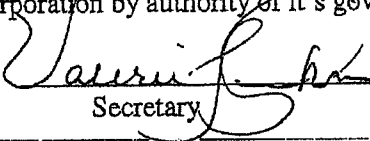
| <u>DIVISION OF WORK or DESCRIPTION/NAME OF EQUIPEMENT</u> | <u>NAME AND ADDRESS OF SUBCONTRACTOR or EQUIPMENT VENDOR</u> |
|---|--|
| Electrical | State Line Electric P O Box 10101, Fleming Island, 32006 |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
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| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Bid No.: 11-85

ATTACHMENT C

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Valerie Gruhn, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Ronald G. May 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)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20___, A.D.

* SEE ATTACHED BID BOND *

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

Bid No.: 11-85

ATTACHMENT "D"

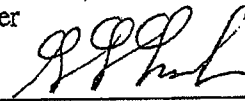
CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

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: Gordon G. Gruhn

Gruhn May, Inc.

Bidder



Authorized Signature

08/24/2011
Date

Bid No.: 11-85

ATTACHMENT "E"

License/Certification List

In the space below, the Bidder shall list all current licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

| License Name | License # | Issuing Agency | Expiration Date |
|----------------------|-----------|---------------------------------------|-----------------|
| Underground Utility | CUCO43134 | Construction Industry Licensing Board | 08/31/2012 |
| Business Tax Receipt | 157560000 | City of Jacksonville | 09/30/2011 |
| | | | |
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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEC# 110082502413

| DATE | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 08/25/2010 | 108047724 | ICUC043134 |

The UNDERGROUND UTILITY EXCAVATION CO.
 Named Below IS CERTIFIED
 Under the provisions of Chapter
 Expiration date: AUG 31, 2012



GRUHN, GORDON GLEN
 GRUHN MAY, INC.
 6887 PHELIPS PARKWAY DR N
 JACKSONVILLE FL 32256

CHARLIE CRIST
 GOVERNOR

CHARLIE STEIN
 SECRETARY

(DISPLAY AS REQUIRED BY LAW)



2010-2011 BUSINESS TAX RECEIPT

CITY OF JACKSONVILLE/DUVAL COUNTY
MIKE HOGAN, TAX COLLECTOR

231 E FORSYTH STREET ROOM 130 JACKSONVILLE, FL 32202-3370
PHONE: (904) 630-1916 option 3 FAX: (904) 630-1432
WEBSITE: www.coj.net/tc

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
This receipt is furnished pursuant to chapter 770-772 City ordinance codes.

GRUHN MAY, INC
RONALD G MAY, PRES
6897 N PHILLIPS PARKWAY DR
JACKSONVILLE, FL 32256-1576

ACCOUNT NUMBER: 157560000
LOCATION ADDRESS: 6897 N PHILLIPS PARKWAY DR
JACKSONVILLE, FL 32256-1576

DESCRIPTION: CONTRACTOR- ALL TYPES

| | | | |
|-------------------------|-----------------------|-----------------|--------|
| COUNTY RECEIPT DESC: | CONTRACTOR- ALL TYPES | COUNTY TAX: | 22.50 |
| MUNICIPAL RECEIPT DESC: | MC 772.309 | MUNICIPAL TAX: | 86.25 |
| | | TOTAL TAX PAID: | 108.75 |

VALID FROM September 1, 2010 TO September 30, 2011

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESS MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. Nor does it exempt the receipt holder from any other license or permit required by law. This is not a certification of the licensee's qualifications.

TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-567398.0001-0001 A29 09/24/2010 108.75

Bid No.: 11-85 – LIFT STATION IMPROVEMENTS – GROUP 2

ATTACHMENT F
UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

| | ITEM DESCRIPTION | UNIT MEASURE | UNIT PRICE |
|----|-----------------------------|--------------|------------|
| 1 | 4" SCH 10 SST Pipe | LF | 107.00 |
| 2 | 4" SST Tee | EA | 520.00 |
| 3 | 4" SST 90° Bend | EA | 390.00 |
| 4 | 4" SST 45° Bend | EA | 390.00 |
| 5 | 4" x 3" SST Reducer | EA | 350.00 |
| 6 | 4" SST Blind Flange | EA | 225.00 |
| 7 | 4" Kamlock Fitting | EA | 135.00 |
| 8 | 4" Plug Valve | EA | 675.00 |
| 9 | 4" DR25 PVC Pipe | LF | 75.00 |
| 10 | Spectra-Shield Coating | SF | 28.00 |
| 11 | 6' High Vinyl Coated Fence | LF | 27.00 |
| 12 | Sod (St. Augustine Variety) | SY | 5.50 |
| 13 | Sod (Bermuda) | SY | 5.50 |
| 14 | Sod (Other) | SY | 5.50 |
| 15 | #57 Stone | CY | 55.00 |
| | | | |
| | | | |
| | | | |

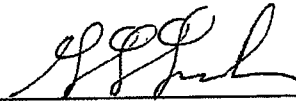
BID NO.: 11-85

ATTACHMENT "G"

**CERTIFICATE OF COMPLIANCE
WITH FDEP GENERIC PERMIT REQUIREMENTS**

Bidder acknowledges that he is solely responsible for complying with all requirements of the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Generic Permit. These requirements are further described in Section 01571 - NPDES PERMIT CONFORMANCE. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Prices are all costs for complying with the FDEP NPDES Generic Permit.

By: Gruhn May, Inc. 08/24/2011
Bidder Date



Authorized Signature

LIFT STATION IMPROVEMENTS - GROUP 2

BID NO.: 11-85

ATTACHMENT 'H'
QUALIFICATIONS STATEMENT

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

By: Gruhn May, Inc.

08/24/2011



Authorized Signature

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

| Date | Job Name | Description: Type, Length, Size, Material | Owner Contact Info |
|--------------------------------------|----------------------------------|---|--|
| <i>Example</i> April-Nov. 2005 | SR207 FM Extension | FM Extension, 10,000 ft. of 10" PVC and services. 2,000 ft. of 12" HDPE Dir. Drill. | St. Johns Co. Utility Scott Trigg, P.E. (904) 471-8486 |
| March 2011 | Mimósa Cove Lift Station | New Pumps & Piping | City of Atlantic Beach Donna Kaluzniak (904) 270-2535 |
| February 2011 | Yard Pump Station | New Pumps & Piping | City of Atlantic Beach Donna Kaluzniak |
| July 2011 | WWTP #1 Transfer Station | New Pumps & Piping | City of Atlantic Beach Donna Kaluzniak (904) 270-2535 |
| April 2010 | Gavagan Lift Station | New Pumps & Piping | City of Atlantic Beach Donna Kaluzniak (904) 270-2535 |
| 2009/ 2010 | Various Lift Station Upgrades | Replaced pumps & piping in 7 Lift Stations | City of Atlantic Beach Donna Kaluzniak (904) 270-2535 |

ATTACHMENT "T"

APPENDIX G TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7: REPORTS AND OTHER REQUIRED INFORMATION

[Note: This certification is required by 41 CFR 60-1.7(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by St. Johns Cty, Fl, which (insert the name of the Owner) expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I have/ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
(2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have/ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official) 08/24/2011 (Date)

Gordon G. Gruhn, Vice President (Name and Title of Authorized Official [Print or Type])

Gruhn May, Inc.

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

6897 Phillips Pkwy Dr N, Jacksonville, Fl 32256 (904)262-9544

(Address and Telephone Number of Prospective Construction Contractor or
Subcontractor [Print or Type])

59-1428549

(Employer Identification Number of Prospective Construction Contractor or
Subcontractor)

ATTACHMENT "J"

APPENDIX H TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF NONSEGREGATED FACILITIES

[Note: This certification is required by 41 CFR 60-1.8(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed St. Johns County, Fl (insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that I do not and will not maintain any facilities I provide for my employees in a segregated manner and that I do not and will not permit my employees to perform their services at any locations under my control where segregated facilities are maintained.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

[Handwritten Signature] (Signature of Authorized Official)

08/24/2011 (Date)

Gordon G. Gruhn, Vice President (Name and Title of Authorized Official [Print or Type])

Gruhn May, Inc. (Name of Prospective Construction Contractor or Subcontractor [Print or Type])

6897 Phillips Pkwy Dr N, Jacksonville, Fl 32256; (904)262-9544 (Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

59-1428549 (Employer Identification Number of Prospective Construction Contractor or Subcontractor)

ATTACHMENT "K"

Certification Regarding Debarment, Suspension
And Other Responsibility Matters
Primary Covered Transactions

TO BE COMPLETED BY PRIME CONTRACTOR

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gordon G. Gruhn
Name

Vice President
Title

Gruhn May, Inc.
Firm

6897 Phillips Pkwy Dr N
Street Address

Jacksonville, Fl 32256
City, State, Zip

08/24/2011
Date

08/24/2011
Date

Lift Station Improvements Grp2
Project Name

11-85
Project Number

Bid No.: 11-85

ATTACHMENT "L"

CERTIFICATION OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

On behalf of himself and his subcontractors, Bidder acknowledges that he is solely responsible for complying with all requirements of the Federal Labor Standards Provisions (Davis-Bacon Act, Copeland Act, and Contract Works Hours and Safety Standards Act) set forth in Appendix I of the FDEP Supplementary Conditions and per Davis Bacon General Wage Decision provided.

By: Gruhn May, Inc. 08/24/2011
Company Name Date


Authorized Signature

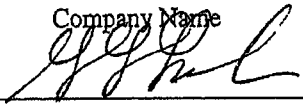
Gordon G. Gruhn
Print Name of Authorized Representative

Bid No.: 11-85

ATTACHMENT "M"

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION AND CONTROL ACT

On behalf of his employees and his subcontractors' employees, Bidder acknowledges that he is solely responsible for complying with all requirements of the Immigration Reform and Control Act set forth in Article 21 of the FDEP Supplementary Conditions.

By: Gruhn May, Inc. 08/24/2011
Company Name Date

Authorized Signature

Gordon G. Gruhn
Print Name of Authorized Representative

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 163768

KNOW ALL MEN BY THESE PRESENTS, that we Gruhn May, Inc.

6897 Phillips Parkway Dr., Jacksonville, FL 32256
as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
2100 Fleur Drive Des Moines, IA 50321-1158

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto St Johns County Utility Department

1205 SR 16, St. Augustine, FL 32084
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars (\$ 5 %),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

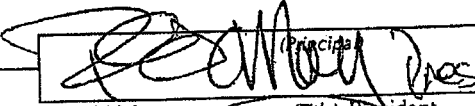
WHEREAS, the Principal has submitted a bid for Lift station Improvements Group 2

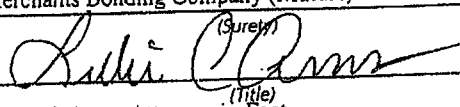
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 9th day of August 2011 XXX

Gruhn May, Inc.


(Witness)


(Principal) (Seal)
Ronald May (Title) President

Merchants Bonding Company (Mutual)

(Surety) (Seal)
Linda C Amos Attorney-in-Fact (Title)


(Witness)
Jennifer Mitchell

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond #: 163768

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Linda C Amos

of **Jacksonville** and State of **FL** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

One Million, Five Hundred Thousand (\$1,500,000.00) Dollars

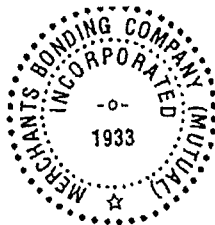
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 12th day of April, 2011.



MERCHANTS BONDING COMPANY (MUTUAL)

By

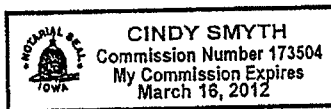
Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 12th day of April, 2011, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



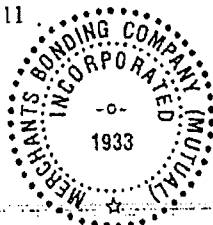
Cindy Smyth

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 9th day of August, 2011.



William Warner Jr.

Secretary

12. Lift Station Standards Electrical Detail Sheet 88:
Revise Telemetry System Note #2, "The telemetry system equipment, including RTU, antenna and antenna mast shall be provided and installed by SJCUD. SJCUD will contract directly with DCR Engineering Services to provide and install all telemetry system equipment."

Revisions/Clarifications to Project Specifications

1. Section 01 11 00 "Summary of Work", Part 1.01.A.:
Revise 34 lift stations to 7 lift stations and remove Item #12.

THE BID DUE DATE IS: Wednesday, August 3, 2011 at 2:00 P.M.

Acknowledgment

[Signature] 8/24/11
Signature and Date

Gordon Grubis V.P.
Printed Name and Title

GRUBIS MAY, INC

Company Name (Print)

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

END OF ADDENDUM #1

Add Electrical Note #4, "Contractor shall coordinate with Florida Power & Light (FPL) to relocate the existing service hand hole closer to the existing sidewalk and outside the limits of the new concrete pad." The cost to relocate the hand hole is \$345.21, which shall be included in the Contractor's bid. (See Bid Form Revised - 8/1/11 issued with this addendum).

THE BID DUE DATE IS: Wednesday, August 10, 2011 at 2:00 P.M.

Acknowledgment

Gordon Grubis 8/24/11
Signature and Date

Gordon Grubis V.P.
Printed Name and Title

Grubis May, Inc
Company Name (Print)

Company Name (Print)

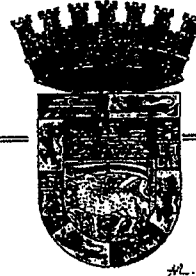
Attachments: Official County Bid Form - Revised 8/1/11 (PDF - 7 pgs)
FPL Letter dated 7/29/11 (PDF - 1 pg)

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

END OF ADDENDUM #2

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

2740 INDUSTRY CENTER ROAD
SAINT AUGUSTINE, FLORIDA
32084

PHONE: (904) 209-0150
FAX: (904) 209-0151

August 3, 2011

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 11-85 Lift Station Improvements – Group 2

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.*

Additions/ Changes/ Clarifications:

The **BID DUE DATE** is hereby changed **FROM** Wednesday, August 10, 2011 at 2:00 P.M. **TO** Wednesday, August 17, 2011 at 2:00 P.M.

Bids are to be delivered to the St. Johns County Purchasing Office located at 2446 Dobbs Road, St. Augustine, FL 32086 no later than the date and time specified herein.

THE BID DUE DATE IS CHANGED TO: Wednesday, August 17, 2011 at 2:00 P.M.

Acknowledgment

 8/29/11
Signature and Date

GORDON GRUHN V.P.
Printed Name and Title

Gruhn May, Inc
Company Name (Print)

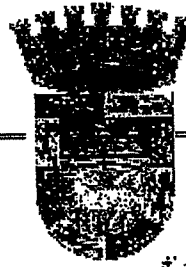
Company Name (Print)

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

END OF ADDENDUM #3

St. Johns County Board of County Commissioners



PURCHASING DEPARTMENT

2446 DOBBS ROAD
SAINT AUGUSTINE, FLORIDA
32086

PHONE: (904) 209-0150
FAX: (904) 209-0151

August 10, 2011

ADDENDUM #4

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 11-85 Lift Station Improvements – Group 2

This Addendum #4 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.*

Additions/ Changes/ Clarifications:

Due to changes in scope for the following lift station sites the **BID DUE DATE** is hereby changed FROM Wednesday, August 17, 2011 by 2:00 P.M. TO Wednesday, August 24, 2011 by 2:00 P.M.:


1. Weff Road & 5th St – Scope Change
2. Ocean Gate – Scope Change
3. Tradewinds Lane – Delete from bid
4. Ocean Gallery – Scope Change
5. Sea Gate – Scope Change
6. 2-D Sevilla – Scope Change

Further clarification and applicable revised plans will follow in future addendum.

Bids are to be delivered to the St. Johns County Purchasing Office located at 2446 Dobbs Road, St. Augustine, FL 32086 no later than the date and time specified herein.

THE BID DUE DATE IS CHANGED TO: Wednesday, August 24, 2011 at 2:00 P.M.

Acknowledgment


Signature and Date

GORDON GRUHN V.P.
Printed Name and Title

Gruhn MAY, INC

Company Name (Print)

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

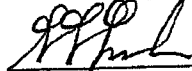
END OF ADDENDUM #4

- 4. Lift Station Plan and Detail Sheet 33 and Electrical Plan Sheet 34:
Remove from bid package. ~~See revised Bid Form.~~
- 5. Electrical Plan Sheet 38:
Replace bid drawing with the attached revised drawing which includes the following revisions, pumps changed from 17HP to 6.5HP, electrical service size, disconnect switch fuses, and control panel ratings changed from 200 amp to 100 amp. Also, refer to the attached revised Pump Data Sheet.
- 6. Lift Station Plan and Detail Sheet 39:
Add General Note #1, "Contractor shall be responsible for furnishing sets of belts and sheaves to operate pumps at both 1750 RPM and 2050 RPM speeds."
- 7. Electrical Plan Sheet 70:
Replace bid drawing with the attached revised drawing which includes the following revisions, new pump station control panel changed to a replacement control panel that is to be furnished by SJCUD and installed by the contractor, and existing pumps changed to replacement pumps that are to be furnished by SJCUD and installed by the contractor.

THE BID DUE DATE IS: Wednesday, August 24, 2011 at 2:00 P.M.

Acknowledgment

Sincerely,

 8/24/11
Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Gordon Gruhn V.P.
Printed Name and Title

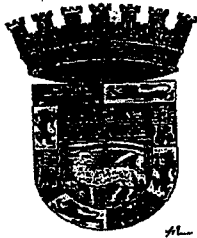
GRUHN MAY, INC.

Company Name (Print)

Attachments: Official County Bid Form – Revised (PDF – 7 pgs)
Bid No 11-85 Electrical Plan Sheets – Revised 8/15/11 (PDF – 3 pgs)
Bid No 11-85 Pump Data Sheets – Revised 8/16/11 (PDF – 4 pgs)

END OF ADDENDUM #5

MANDATORY PRE-BID CONFERENCE SIGN-IN SHEET



Bid No.: 11-85
 Project: Lift Station Improvements - Group 2
 Date: Thursday, July 14, 2011 Time: 9:30 a.m.
 Location: St. Johns County Utility Dept.
 1205 State Road 16, St. Augustine, FL 32084

ATTENDEES

NAME: SHARON L. HALUSKA
 COMPANY NAME: SJC PURCHASING
 PHONE #: (904) 209-0156 FAX #: (904) 209-0157
 EMAIL: shaluska@sjcfl.us

NAME: Brian Simms
 COMPANY NAME: Custom Pump & Controls
 PHONE #: (904) 858-9605 FAX #: (904) 858-9607
 EMAIL: b.simms@custompump.com

✓ NAME: Bobby Walker
 COMPANY NAME: Callaway Contracting, Inc
 PHONE #: (904) 751-8944 FAX #: (904) 751-0940
 EMAIL: Bobby@callawaycontracting.com

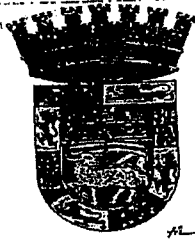
NAME: HERB HAWK
 COMPANY NAME: GIBBS & REGISTER, INC.
 PHONE #: (407) 654-6133 FAX #: (407) 905-2941
 EMAIL: ESTIMATING@GIBBSANDREGISTER.COM

NAME: James Dilts
 COMPANY NAME: PBM constructors
 PHONE #: (904) 714-6353 FAX #: (904) 714-6354
 EMAIL: bmoore@pbmconstructors.com

✓ NAME: JAMIE Gilby
 COMPANY NAME: G & H Underground Const INC
 PHONE #: () 829-8199 FAX #: () 810-0531
 EMAIL: gh Underground@Bell South.net

✓ NAME: Gordon Gruhn
 COMPANY NAME: GRUHN MAY, INC
 PHONE #: (904) 262-9544 FAX #: () 268-0679
 EMAIL: ggruhn@gruhnmay.com

MANDATORY PRE-BID CONFERENCE SIGN-IN SHEET



Bid No.: 11-85
 Project: Lift Station Improvements - Group 2
 Date: Thursday, July 14, 2011 Time: 9:30 a.m.
 Location: St. Johns County Utility Dept.
 1205 State Road 16, St. Augustine, FL 32084

ATTENDEES

✓ NAME: MIKE CARUSO
 COMPANY NAME: CS COS. COMPANIES
 PHONE #: (407) 452-1118 FAX #: (407) 241-9149
 EMAIL: MCARUSO@CSCOS.COM

✓ NAME: Heather Knight
 COMPANY NAME: Masci Corporation
 PHONE #: (386) 322-4500 FAX #: (386) 322-4543
 EMAIL: heatherknight@cfl.rr.com

NAME: Kim Bryan
 COMPANY NAME: Petticoat-Schmitt Civil
 PHONE #: (904) 751-0888 FAX #: (904) 751-0888
 EMAIL: KBryan@petticoatschmitt.com

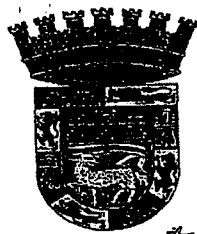
NAME: Teresa Hess
 COMPANY NAME: Acon Construction Co., Inc.
 PHONE #: (904) 565-9060 FAX #: (904) 565-9080
 EMAIL: dhess@aconcci.com

NAME: JOE WEBER
 COMPANY NAME: J.D. WEBER CONSTRUCTION Co
 PHONE #: (386) 671-2727 FAX #: (386) 671-2471
 EMAIL: jgweber@bellsouth.net

NAME: Ryan Preeschl
 COMPANY NAME: T.G. UTILITY COMPANY, INC
 PHONE #: (904) 354-7203 FAX #: (904) 394-7222
 EMAIL: rpreeschl@wwgmc.com

NAME: Jim Overton
 COMPANY NAME: SJCUO
 PHONE #: (904) 209-2614 FAX #: (904) 209-2615
 EMAIL: joverton@sjcfl.us

MANDATORY PRE-BID CONFERENCE SIGN-IN SHEET



Bid No.: 11-85
 Project: Lift Station Improvements - Group 2
 Date: Thursday, July 14, 2011 Time: 9:30 a.m.
 Location: St. Johns County Utility Dept.
 1205 State Road 16, St. Augustine, FL 32084

ATTENDEES

NAME: JIM COMBS
 COMPANY NAME: HOLLAND PUMP CO.
 PHONE #: (904) 880-0010 CELL 894-6076 FAX #: (~~8~~) 880-0075
 EMAIL: Jim@hollandpump.com

NAME: GERALD HARTSFIELD
 COMPANY NAME: SUNBELT RENTALS PUMP & POWER SERVICES
 PHONE #: (904) 219-0197 FAX #: (904) 696-9051
 EMAIL: JAMES.HARTSFIELD@SUNBELTRENALS.COM

NAME: Larry Gunn (Engineer)
 COMPANY NAME: CH2M HILL
 PHONE #: (904) 596-5699 FAX #: ()
 EMAIL: LGUNN@CH2M.COM

NAME: KEH HOENE
 COMPANY NAME: STATE LINE ELECTRIC, INC
 PHONE #: (904) 685-6320 FAX #: (888) 229-1720
 EMAIL: Khoene@STATELINEELECTRIC.COM

NAME: Dallas Lamberson
 COMPANY NAME: TLC Diversified, Inc.
 PHONE #: (941) 722 0621 FAX #: (941) 722 1382
 EMAIL: dlamberson@Hcdiversified.com

NAME: DAVID LASSETTER
 COMPANY NAME: CH2/WDL
 PHONE #: (904) 743-1585 FAX #: (904) 744-9894
 EMAIL: DLassetter@bellsouth.net

NAME: Larry Miller
 COMPANY NAME: SJUD
 PHONE #: (904) 209-2624 FAX #: (904) 209-2625
 EMAIL: lmiller@sjcfl.us