

RESOLUTION NO. 2011 - 272

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 11-87 AND TO EXECUTE AN AGREEMENT FOR US 1 & SR 312 INTERSECTION IMPROVEMENTS.**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Petticoat-Schmitt Civil Contractors, Inc. to provide services for the US 1 & 312 Intersection Improvements; and

**WHEREAS**, the scope of the project shall generally include clearing and grubbing, storm drainage pipe and structures, asphaltic concrete pavement, concrete curbs and sidewalks, signing and pavement marking, and traffic signals at the US 1 and SR 312 intersection. This project also includes maintenance of traffic during construction, erosion control measures and other incidental construction activities as specified in accordance with all bid documents, plans and specifications ; and

**WHEREAS**, through the County's formal bid process, Petticoat-Schmitt Civil Contractors, 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 SR 207 Corridor Construction funds (3376-56301-5212-58100); and

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

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 11-87 US 1 & SR 312 Intersection Improvements to Petticoat-Schmitt Civil Contractors, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with, Petticoat-Schmitt Civil Contractors, Inc. on behalf of the County for the completion of US 1 & SR 312 Intersection Improvements specifically provided in Bid No 11-87.

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 20<sup>th</sup> day of September, 2011.

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

By: \_\_\_\_\_  
Chair

**ATTEST:** Cheryl Strickland, Clerk

By: Tom 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 **Petticoat-Schmitt Civil Contractors, Inc., 11025 Blasius Road, Jacksonville, FL 32226 (904) 751-0888 (p) (904) 751-0988 (f)** hereinafter referred to as the "Contractor") under seal for Construction of **Bid No.:11-87 US 1 & SR 312 Intersection Improvements** hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

**ARTICLE I  
THE CONTRACT AND THE CONTRACT DOCUMENTS**

**1.1 The Contract**

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

**1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any): Petticoat-Schmitt Civil Contractors, Inc.'s Bid Proposal dated 8/10/11; Addendum 1; 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, reviewed and carefully examined 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 shall include clearing and grubbing, storm drainage pipe and structures, asphaltic concrete pavement, concrete curbs and sidewalks, signing and pavement marking, and traffic signals at the US 1 and SR 312 intersection. This project also includes maintenance of traffic during construction, erosion control measures and other incidental construction activities shall be performed specifically in accordance with the specifications and drawings as provided as part of the bid documents.

## 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 Two Hundred & Ten (210) 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 \$ 1,423.00 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 \$ One Million Six Hundred & Forty-Two Thousand Eight Hundred & Fifty Dollars & XX/Cents (\$1,642,850.00). The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract.

## **ARTICLE V PAYMENT OF THE CONTRACT PRICE**

### **5.1 Schedule of Values**

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Project Director a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Director or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Project Director and the Owner. The Owner may terminate this Contract without liability of any kind if the Schedule of Values is not agreed upon within fifteen (15) calendar days of the effective date hereof.

### **5.2 Payment Procedure**

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, the Owner shall make progress payments to the Contractor on account of the Contract Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until Owner has issued Final Acceptance.

5.2.3 On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly incorporated in the Work less the total amount of previous payments received from the Owner.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Director and Engineer shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Project Director shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on accounts of the Contract Price within thirty (30) days following the Project Director's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Director less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Project Director's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

### **5.3 Withheld Payment**

5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- a) defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
- b) claims of third parties against the Owner or the Owner's property;
- c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
- e) evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
- f) persistent failure to carry out the Work in accordance with the Contract;
- g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

#### **5.4 Unexcused Failure to Pay**

5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the Owner and the Project Director, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

#### **5.5 Substantial Completion**

5.5.1 When the Contractor believes the Work is Substantially Complete, the Contractor shall submit to the Project Director a list of items to be completed or corrected. When the Project Director on the basis of an inspection determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the Owner, the Owner shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten Percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the Owner and Final Payment to the Contractor.

#### **5.6 Final Completion and Final Payment**

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or



regulations.

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

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

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

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

## **ARTICLE VI THE OWNER**

### **6.1 Information, Services and Things Required from Owner**

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner \$25.00 per additional set of Contract Documents which it may require.

### **6.2 Right to Stop Work**

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

### **6.3 Owner's Right to Perform Work**

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

## **ARTICLE VII THE CONTRACTOR**

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

### **7.4 Warranty**

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Contract. This warranty shall survive termination of this Contract and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

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

### **7.6 Supervision**

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

deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

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

Name	Function
_____	_____
_____	_____
_____	_____

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

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

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

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

#### 7.9 Product Data and Samples

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

#### 7.10 Cleaning the Site and the Project

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

#### 7.11 Access to Work

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

## **7.12 Indemnity**

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

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

## **7.13 Safety**

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

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

## **ARTICLE VIII**

### **CONTRACT ADMINISTRATION**

#### **8.1 Project Director**

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Contract. The Project Director shall be the Owner's representative from the effective date of this Contract until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Project Director shall render written or graphic interpretations necessary for the proper execution or progress of the Work with

reasonable promptness on request of the Contractor.

8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Contract.

8.1.5 The Project Director shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Director deems it necessary or advisable, the Project Director shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.

8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

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

## **8.2 Claims by the Contractor**

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor 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 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. Longshoreman's insurance, if applicable, must meet statutory limits.
- 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
  - e. Broad form property damage
  - f. X, C, U and personal injury with employment exclusion deleted
- c) Business auto 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. Owned autos
  - b. Hired autos
  - c. Non-owned autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$3,000,000.

### 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 all 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. The Certificate of Insurance shall note "**Bid No. 11-87 – US 1 & SR 312 Intersection Improvements**" in the project description block.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

## ARTICLE XIV MISCELLANEOUS

### 14.1 GOVERNING LAW AND VENUE

14.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be St. Johns County, Florida.

### 14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in

respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

### **14.3 Surety Bonds**

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such Bonds. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

### **14.4 Safety of Persons and Property**

14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

## **ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY**

### **15.1 Contractor's Employment Opportunity**

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

## **ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS**

### **16.1 Apprenticeship Law (Chapter 446, Florida Statutes)**

16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

16.1.6 The Contractor agrees to insert in any Subcontract under this Contract the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

**ARTICLE XVII**  
**ACCESS TO RECORDS**

**17.1 Access To Records (Chapter 119, Florida Statues)**

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

**ARTICLE XVIII**  
**REVIEW OF RECORDS**

**18.1 Review of Records**

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

**{Remainder of page intentionally left blank}**

**Contract No.: 11-87 – US 1 & SR 312 Intersection Improvements**

**Owner**  
St. Johns County (Seal)

**Contractor**  
  
(Seal)

(Typed Name)

(Typed Name)

By: \_\_\_\_\_

By \_\_\_\_\_

Signature

Signature

Joe Burch, Purchasing Director  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

**Cheryl Strickland, Clerk of Courts**

By:  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**Legally Sufficient:**

\_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_



**ST. JOHNS COUNTY  
BID TABULATION**

*2840*

LEIGH DANIELS  
Barbara Beauchamp *bb*

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 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  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BID TITLE  
US 1 & SR 312 INTERSECTION IMPROVEMENTS

BID NUMBER  
11-87

OPENING DATE/TIME  
August 10, 2011 2:00 PM

UNTIL  
08/17/11 3:00 PM

FROM  
08/10/11 3:00 PM

POSTING DATE/TIME

BIDDERS	BASE BID TOTAL LUMP SUM PRICE	BID BOND	ADDENDUM # 1	ATTEND MANDATORY PRE-BID MEETING
P&S PAVING	\$1,829,480.00	YES	YES	YES
CALLAWAY CONSTRUCTION, INC.	\$1,812,301.01	YES	YES	YES
BAKER INFRASTRUCTURE GROUP, INC.	\$1,719,586.73	YES	YES	YES
HUBBARD CONSTRUCTION, CO.	\$2,230,245.00	YES	YES	YES
PETICOAT-SCHMITT CIVIL CONTRACTORS, INC.	\$1,642,850.00	YES	YES	YES
J.B. COXWELL CONTRACTING, INC.	\$1,834,808.15	YES	YES	YES

BID AWARD DATE - \_\_\_\_\_



ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

2446 Dobbs Road  
St. Augustine, Florida 32086

INTEROFFICE MEMORANDUM

TO: Press Tompkins, P.E., County Engineer  
FROM: Sharon Haluska, Contract Administrator  
SUBJECT: Transmittal of Bids Received for Bid No. 11-87; US 1 & SR 312 Intersection  
Improvements  
DATE: August 10, 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 8/15/11  
Budget Amount \$1,866,576.00

Account Funding Title SR 207 CORRIDOR CONSTRUCTION

Funding Charge Code (3376-56301) (5212-56330) 3376-56301-5212-58100  
@ (per email 8/22/11)

Award to PETICOT-SCHMITT CIVIL CONTRACTORS, INC.

Award Amount \$1,642,850.00

RECEIVED ST. JOHNS  
COUNTY PURCHASING  
2011 AUG 15 P 1:36

BID NO. 11-87

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

PROJECT: US 1 & SR 312 Intersection Improvements

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

DATE SUBMITTED: August 10, 2011

<u>BID PROPOSAL OF</u>		
Petticoat-Schmitt Civil	11025 Blasius Road	
Contractors, In.	Jacksonville, FL 32226	904-751-0888
Full Legal Company Name	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 Drawings entitled US 1 & SR 312 Intersection Improvements in St. Johns County, Florida, prepared for the St. Johns County Public Works Department. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Construction of US 1 & SR 312 Intersection Improvements in accordance with the plans and specifications:

Total Lump Sum Bid:

\$ 1,642,850.00  
(Numerical)

One million six hundred forty two thousand eight hundred and 00 Dollars

(Amount written or typed in words)

fifty dollars and no/cents

**BID NO. 11-87**

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.

Time of Substantial Completion for the construction phase of the project shall be two hundred and ten (210) consecutive calendar days from the date of the Notice to Proceed from the Owner. Time of Final Completion of the construction phase of the project shall be Thirty (30) consecutive calendar days from the date of Substantial Completion.

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

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

No.: 1 Date Received: July 29, 2011

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

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 Engineer, 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 commence work within ten (10) consecutive calendar days from the date of the NOTICE TO PROCEED and to Substantially Complete all work within two hundred and ten (210) consecutive calendar days from the date of the 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.

**BID NO. 11-87**

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 forty-five (45) 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.

BID NO. 11-87

CORPORATE/COMPANY

Full Legal Company Name: Petticoat-Schmitt Civil Contractors, Inc. (Seal)

By: [Signature] Ryan Schmitt  
(Name typed or printed)

By: [Signature] Clyde Cross  
(Name typed or printed)

Address: 11025 Blasius Road, Jacksonville, FL 32226

Telephone No.: (904) 751-0888 Fax No.: (904) 751-0988

DUNS Number: 809973196

Federal I.D. Tax Number: 26-1293750

INDIVIDUAL - N/A

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Attachments: "A" - Affidavit  
 "B" - List of Proposed Subcontractors  
 "C" - Certificate as to Corporate Principal  
 "D" - Certificate of Compliance with Florida Trench Safety Act  
 "E" - Certificate of Compliance with FDEP Generic Permit Requirements.  
 "F" - Unit Prices for Adjustment  
 "G" - License/Certification List  
 Bid Bond  
 Fully Acknowledged Addenda Applicable to this Bid

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

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

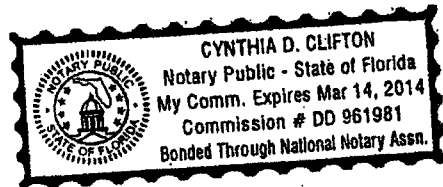
Before me, the Undersigned authority, personally appeared Ryan Schmitt who being duly sworn, deposes and says he is President (Title) of the firm of Petticoat-Schmitt Civil Con. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No. 11-87, Construction of US 1 & SR 312 Intersection Improvements in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Petticoat-Schmitt Civil Contractors, Inc.  
(Bidder)  
By: [Signature]  
President  
(Title)

Sworn and subscribed to me this 10<sup>th</sup> day of August, 2011.  
Notary Public:  
[Signature]  
Signature  
Cynthia D. Clifton  
Printed  
My commission Expires: 3/14/2014

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



ATTACHMENT B

**LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors are subject to approval of Owner. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

NAME & ADDRESS OF SUBCONTRACTORS

Signalization

Ingram Signalization, Inc.

Asphalt Paving

APAC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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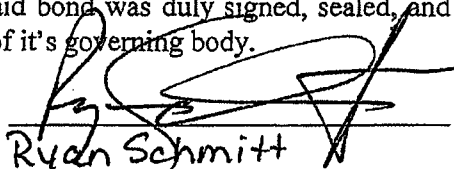
\_\_\_\_\_



ATTACHMENT C

CERTIFICATES AS TO CORPORATE PRINCIPAL


I, Ryan Schmitt, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Ryan Schmitt 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.

  
\_\_\_\_\_  
Ryan Schmitt Secretary Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this 10th day of August, 2011, A.D.

NOTARY PUBLIC :   
State of Florida-at-large

My Commission Expires:



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

ATTACHMENT D

**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: Ryan Schmitt

Petticoat-Schmitt Civil  
Contractors, Inc.

Bidder

August 10, 2011

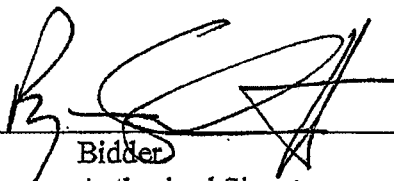
Date

  
Authorized Signature

ATTACHMENT E

**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 Price are all costs for complying with the FDEP NPDES Generic Permit.

By:  8-10-11  
 Bidder Authorized Signature Date

Ryan Schmitt - Petticoat-Schmitt Civil Contractors, Inc.

ATTACHMENT F

**UNIT PRICES FOR ADJUSTMENT**

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 depicted on the drawings and described in the specification.

	ITEM DESCRIPTION	UNIT	UNIT PRICE
	<u>ROADWAY</u>		
	ARTIFICIAL COVERINGS	SY	\$ 3.50
	SEDIMENT BARRIER (SILT FENCE)	LF	\$ .75
	CLEARING & GRUBBING	AC	\$ 2000.00
	REGULAR EXCAVATION	CY	\$ 5.00
	EMBANKMENT	CY	\$ 7.00
	MILLING EXISTING ASPH PAVT (1.5" AVG.)	SY	\$ 1.85
	STABILIZATION TYPE B	SY	\$ 4.35
	BASE, OPTIONAL (BASE GROUP 01)	SY	\$ 11.00
	BASE, OPTIONAL (BASE GROUP 07)	SY	\$ 13.25
	SUPERPAVE ASPHALTIC CONC. (TRAFFIC C)	TN	\$ 105.20
	ASPH CONC FRICTION COURSE FC-12.5 (PG 76-22)	TN	\$ 97.67
	MISC ASPH CONC PAVEMENT	TN	\$ 260.31
	INLET (CURB) (P-1) (PARTIAL)	EA	\$ 3500.00
	INLET (CURB) (P-5) (<10')	EA	\$ 3600.00
	INLET (CURB) (P-6) (<10')	EA	\$ 3400.00

BID NO. 11-87

INLET (DT BOT) (TYPE C) (<10')	EA	\$ 3370.00
INLET (DT BOT) (TYPE C) (PARTIAL)	EA	\$ 1650.00
INLET (DT BOT) (TYPE E) (MODIFY)	EA	\$ 4700.00
MANHOLE (P-7) (<10')	EA	\$ 2300.00
PIPE CULVERT (OPT MATL) (ROUND) (0-24" S/CD)	LF	\$ 36.00
MITERED END SECTION (OPTIONAL ROUND) 18" SD)	EA	\$ 950.00
CURB & GUTTER CONC (TYPE F)	LF	\$ 10.20
CONC TRAFFIC SEPARATOR (TYPE IV) (4' WIDE)	LF	\$ 17.00
CONC TRAFFIC SEPARATOR (TYPE IV) (6' WIDE)	LF	\$ <del>32.00</del> <sup>25.50</sup>
SIDEWALK CONC (6" THICK)	SY	\$ <del>28.00</del> <sup>40.00</sup>
SIDEWALK CONC (4" THICK)	SY	\$ 34.00
DITCH PAVEMENT CONC 4" REINFORCED	SY	\$ 40.00
GUARDRAIL ROADWAY	LF	\$ 191.00
END ANCHORAGE ASSEMBLIES (FLARED)	EA	\$ 1775.00
END ANCHORAGE ASSEMBLIES (TYPE II)	EA	\$ 715.00
PERFORMANCE TURF (SOD)	SY	\$ 2.30
<u>TRAFFIC SIGNALS</u>		
CONDUIT (F&I) (ABOVEGROUND)	LF	\$ 6.30
CONDUIT (F&I) (UNDERGROUND)	LF	\$ 4.20
CONDUIT (F&I) (UNDERGROUND) (JACKED)	LF	\$ 11.55
CABLE (SIGNAL) (F&I)	<del>XX</del> PI	\$ 3150.00
PULL AND JUNCTION BOXES (F&I) (PULL BOX)	EA	\$ 341.00
PULL AND JUNCTION BOXES (F&I) (INTERCON)	EA	\$ 866.00

*lms*  
*lms*

BID NO. 11-87

ELECTRICAL POWER SERVICE (UNDERGROUND)	AS	\$ 840.00
ELECTRICAL SERVICE WIRE (F&I)	LF	\$ 1.05
ELECTRICAL SERVICE DISCONNECT (F&I) (POLE)	EA	\$ 173.00
STEEL MAST ARM (F&I) (SINGLE ARM) (W/O LUMNAIRE) (60')	EA	\$ 25,200.00
STEEL MAST ARM (F&I) (SINGLE ARM) (WITH LUMNAIRE) (70.5')	EA	\$ 26,250.00
STEEL MAST ARM (F&I) (SINGLE ARM) (W/O LUMNAIRE) (78')	EA	\$ 25,200.00
STEEL MAST ARM (F&I) (DOUBLE ARM) (W/O LUMNAIRE) (70.5'-70.5')	EA	\$ 36,750.00
STEEL MAST ARM (F&I) (DOUBLE ARM) (W/O LUMNAIRE) (70.5'-60')	EA	\$ 29,400.00
TRAFFIC SIGNAL (F&I) (3-SECT) (1-WAY) (STD)	AS	\$ 683.00
TRAFFIC SIGNAL (F&I) (5-SECT) (1-WAY) (STD)	AS	\$ 1155.00
PEDESTRIAN SIGNAL (F&I) (LED-COUNTDOWN)	EA	\$ 657.00
PEDESTRIAN SIGNAL (F&I) (LED-COUNTDOWN) (2-WAY)	EA	\$ 1260.00
PEDESTRIAN SIGNAL RELOCATION	EA	\$ 158.00
SIGNAL HEAD AUX (F&I) (BP, 3-SECT)	EA	\$ 137.00
SIGNAL HEAD AUX (F&I) (ALUMINUM PEDESTAL)	EA	\$ 615.00
SIGNAL HEAD AUX (F&I) (CONC PED TYPE II)	EA	\$ 615.00
SIGNAL HEAD AUX (F&I) (BP, 5-SECT)	EA	\$ 147.00
LOOP ASSEMBLY	AS	\$ 525.00
VEHICLE DETECTOR ASSEMBLIES (F&I) (VIDEO)	EA	5407.00
PEDESTRIAN DETECTOR (F&I) (POLE MOUNTED)	EA	\$ 158.00
TRAFFIC CONTROLLER ASSEMBLY (INSTALL) (NEMA)	AS	\$ 35,700.00
SYSTEM COMMUNICATION CARRIER (F&I) (F.O.)	LF	\$ 3.95
SYSTEM AUXILIARIES (INTERFACE PANEL)	EA	\$ 3570.00
SYSTEM AUXILIARIES (FO MOD/DEMOM)	EA	\$ 3570.00

	TRAFFIC SIGNAL HEAD ASSEMBLY, REMOVAL	EA	\$ 27.00
	SIGNAL PEDESTRIAN ASSEMBLY, REMOVAL	EA	\$ 27.00
	SIGNAL PEDESTAL, REMOVAL	EA	\$ 158.00
	POLE REMOVAL, DEEP	LF	\$ 1155.00
	CONTROLLER ASSEMBLY, REMOVE	EA	\$ 158.00
	SPAN WIRE ASSEMBLY, REMOVE	EA	\$ 210.00
	REMOVE CONDUIT & CABLING	PI	\$ 158.00
	SIGNAL EQUIPMENT MISC REMOVE	PI	\$ 210.00
	SIGN PANEL (F&I) (15 SF OR <)	EA	\$ 315.00
	SIGN PANEL (F&I) (>16 SF - 100 SF)	EA	\$ 650.00
	LAW ENFORCEMENT OFFICER FOR TRAFFIC CONTROL	HOUR	\$ 50.00
	<u>SIGNING AND MARKING</u>		
	SIGN SINGLE POST (<12 SF)	AS	\$ 441.00
	SIGN SINGLE POST (RELOCATE)	AS	\$ 158.00
	SIGN EXISTING (REMOVE) (SINGLE POST)	AS	\$ 105.00
	REMOVE SIGN PANEL	EA	\$ 158.00
	SIGN PANEL (F&I) (101-200 SF)	EA	\$ 3732.00
	OBJECT MARKER TYPE 1	EA	\$ 79.00
	DIRECTIONAL ARROWS (WHITE)	EA	\$ 79.00
	PAVEMENT MESSAGE (WHITE)	EA	\$ 158.00
	SKIP TRAFFIC STRIPE (10'-30') (WHITE) (6")	GLF	\$ .53
	SKIP TRAFFIC STRIPE (2'-4') (WHITE) (6")	GLF	\$ .53
	SOLID TRAFFIC STRIPE (WHITE) (6")	LF	\$ .84

BID NO. 11-87

	SOLID TRAFFIC STRIPE (WHITE) (8")	LF	\$ 1.05
	SOLID TRAFFIC STRIPE (WHITE) (12")	LF	\$ 2.10
	SOLID TRAFFIC STRIPE (WHITE) (18")	LF	\$ 3.15
	SOLID TRAFFIC STRIPE (WHITE) (24")	LF	\$ 4.20
	SOLID TRAFFIC STRIPE (YELLOW) (6")	LF	\$ .84
	SOLID TRAFFIC STRIPE (YELLOW) (18")	LF	\$ 3.15
	REFLECTIVE PAVEMENT MARKER	EA	\$ 3.15
	REFLECTIVE PAINT (ISLAND NOSE) (WHITE)	SF	\$ 5.25
	REFLECTIVE PAINT (ISLAND NOSE) (YELLOW)	SF	\$ 5.25



**ATTACHMENT "G"**

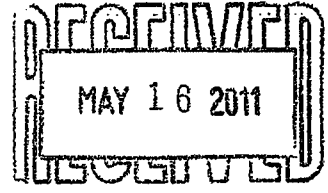
**LICENSE/CERTIFICATION LIST**

In the space below, the Bidder shall list all current licenses, certifications and pre-qualifications held at the time the bid is submitted.

*The bidder shall attach to this form a copy of ALL current licenses for the bidder's own company and Pre-Qualification letters for each prime contractor or subcontractor who is being proposed to perform the work shown for each Work Class listed below. Copies of any other relevant licenses or certifications providing evidence of qualifications shall be attached to this form and submitted with the Bid Proposal package.*

PSCC = Petticoat-Schmitt Civil Contractors, Inc.

License Name	License #	Issuing Agency	Expiration Date
PSCC - FDOT	Pre-Qualified	FDOT Pre-Qualification Letter - <b>DRAINAGE</b>	6
PSCC - FDOT	Pre-Qualified	FDOT Pre-Qualification Letter - <b>GRADING</b>	6/30/12
PSCC - FDOT	Pre-Qualified	FDOT Pre-Qualification Letter - <b>FLEXIBLE PAVING</b>	6/30/12
PSCC - FDOT	Pre-Qualified	FDOT Pre-Qualification Letter - <b>HOT PLANT - MIXED BITUMINOUS</b>	6/30/12
Ingram Signalization, Inc.	Pre-Qualified	FDOT-PreQualification Traffic Signalization	6/30/2012
PSCC-Underground Utility License	CUC057440	State of Florida	8/31/12
PSCC - General Contractor License	CGC057651	State of Florida	8/31/12
PSCC - Fire Protection License	#9735700012007	State of Florida	6/30/12
PSCC - Utility Manager License	UM102311	State of Georgia	4/30/13
PSCC - Utility Contractor License	UC301936	State of Georgia	4/30/13
PSCC - GDOT	Pre-Qualified	State of Georgia	2/28/13
PSCC - Dept of Regulation	QB58738	State of Florida	8/31/11



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

May 11, 2011

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.  
11025 BLASIUS ROAD  
JACKSONVILLE FL 32226

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2012. However, the new application is due 4/30/2012.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

UNDERGROUND UTILITIES, WATER AND SEWER

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: FENCING.



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

May 16, 2011

INGRAM SIGNALIZATION, INC.  
4522 NORTH DAVIS HWY  
PENSACOLA FL 32591

### RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2012. However, the new application is due 4/30/2012.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

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<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

#### FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, GRASSING, SEEDING AND SODDING, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL

#### FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

08960

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY ENGINEERING SECTION

DATE

BATCH NUMBER

LICENSE NUMBER

08/20/2010 11:08:06 43010001

NAME: C. J. ...  
UNDER THE PROVISIONS OF ...  
EXPIRATION DATE: ...



SCOTT ...  
...  
JACKSONVILLE

5034034

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY ENGINEERING SECTION

DATE

BATCH NUMBER

LICENSE NUMBER

08/10/2010 10:00:00 0000000000000000



STATE OF FLORIDA  
 DEPARTMENT OF FINANCIAL SERVICES  
 DIVISION OF STATE FIRE MARSHAL  
 TALLAHASSEE, FLORIDA  
 CERTIFICATE OF COMPETENCY



THIS CERTIFIES THAT: RYAN M SCHMITT  
 11025 BLASTUS ROAD  
 JACKSONVILLE, FL 32226

BUSINESS ORGANIZATION: PETTICOAT SCHMITT CIVIL CONTRACTORS INC

CONTRACTOR V MEANS A CONTRACTOR WHOSE BUSINESS IS LIMITED TO THE EXECUTION OF CONTRACTS REQUIRING THE ABILITY TO FABRICATE, INSTALL, INSPECT, ALTER, REPAIR, AND SERVICE THE UNDERGROUND PIPING FOR A FIRE PROTECTION SYSTEM USING WATER AS THE EXTINGUISHING AGENT BEGINNING AT THE POINT THE PIPING IS USED EXCLUSIVELY FOR FIRE PROTECTION AND ENDING NO MORE THAN ONE FOOT ABOVE THE FINISHED FLOOR.

Chief Financial Officer

*Alex Sink*

07	01	2010	09	15	Duval	97357000012007	1988700001	150.00	06	30	2012
Issue Date		Type	Class	County		License/Permit Number	Application #	Taxes & Fees	Expire Date		

STATE OF GEORGIA  
Georgia Secretary of State  
State Construction Industry Licensing Board  
Utility Manager  
LICENSE NO. UM102311

Kimberly Shaw Bryan  
11025 Blasius Rd.  
Jacksonville FL 32226

EXPIRATION DATE - 04/30/2013  
Active

2081418

STATE OF GEORGIA  
Georgia Secretary of State  
State Construction Industry Licensing Board  
Utility Contractor  
LICENSE NO. UC301936

Petticoat-Schmitt Civil Contractors Inc  
11025 Blasius Road  
Jacksonville FL 32226

EXPIRATION DATE - 04/30/2013  
Active

2081320

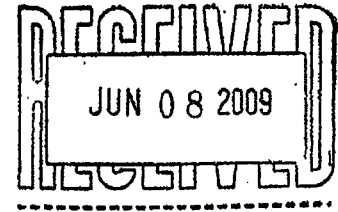


STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

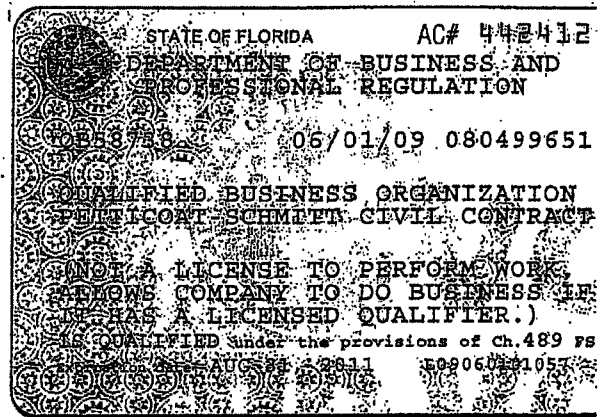


PETTICOAT-SCHMITT CIVIL CONTRACTORS INC  
11025 BLASIUS ROAD  
NEPTUNE-BEACH FL 32266

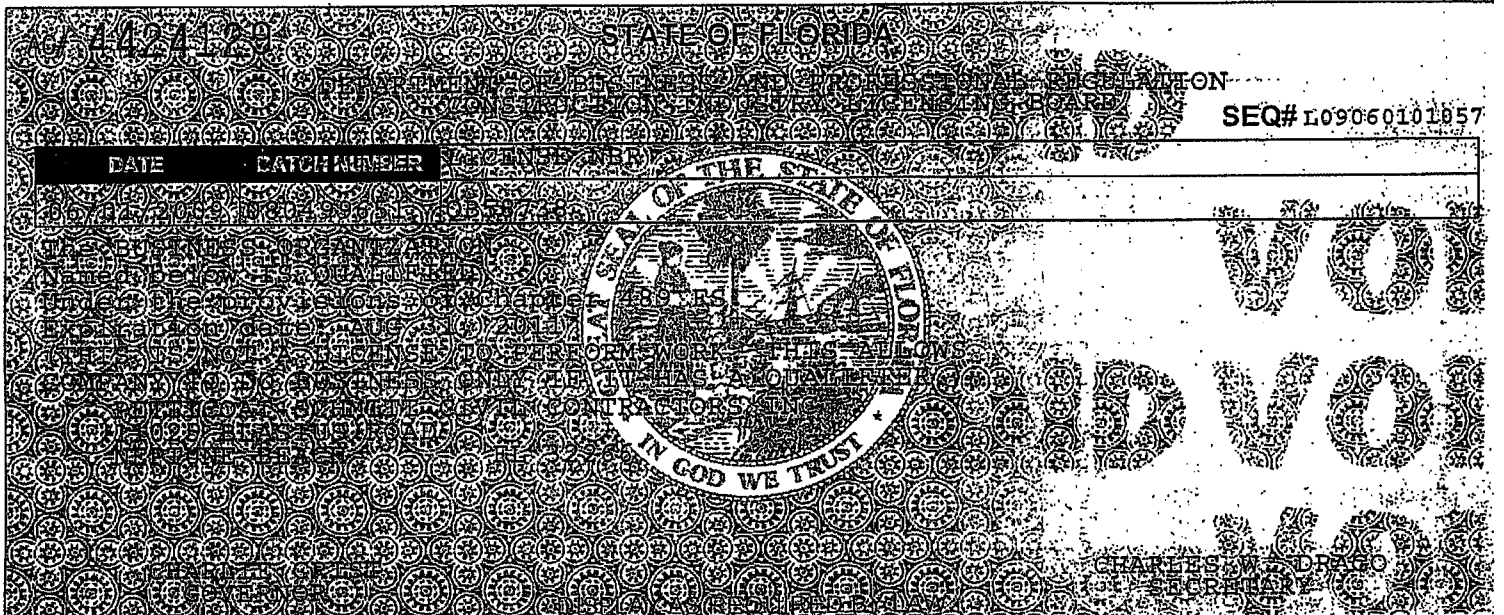
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE



Vance C. Smith, Jr., Commissioner



DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

February 1, 2011

**CERTIFICATE OF QUALIFICATION  
2 PE 881**

Petticoat-Schmitt Civil Contractors, Inc.  
11025 Blasius Road  
Jacksonville, FL 32226

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

**MAXIMUM CAPACITY RATING     \$15,800,000**

**CERTIFICATE EXPIRES             FEBRUARY 28, 2013**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

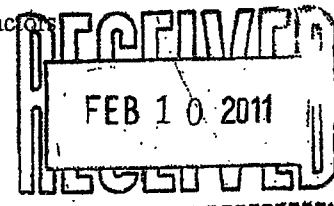
This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

A handwritten signature in black ink, appearing to read "T. B. Howell".

Thomas B. Howell, PE  
Chairman  
Prequalification Committee/Contractors

TBH:DCO:mlh





**Petticoat - Schmitt Civil Contractors, Inc.**  
**11025 Blasius Road**  
**Jacksonville, FL 32226**

**PROJECT EXPERIENCE LIST**

Name, Location and Description of Project	Scope	Owner	Date Completed	Contract Price		Reference/Contact Address and Phone Number
				Original/Final		
<b>Petticoat-Schmitt Civil Contractors, Inc.</b> <i>Heritage Hills Pumps Station Modification</i> Middleburg, FL	12" and 20" Forcemain Master Lift Station	Clay County Utility Authority Clay County, FL	March 2009	\$1,884,550 \$1,275,605		David Bolom, P.E. 3176 Old Jennings Road Middleburg, FL 32068 (904) 213-2408 Office (904) 213-2469 Fax
<b>Petticoat-Schmitt Civil Contractors, Inc.</b> <i>Collins Road (Old Middleburg to Shindler Drive)</i> Constructing new 2&4 Lane Urban Roadway, New Pipe Stormwater Construction (Wet detention pond), Curb and Gutter, Bike Lane, Sidewalk, Roadway Lighting and Signalization.	10,740 LF RCP; 12" PVC Watermain 32,490 SY Asphalt; 16,329 LF Curb 8470 LF Handrail & Fence New Roadway Construction Street Lighting/Signalization	City of Jacksonville & JEA Duval County, FL	On-going Est Completion Feb 2011	\$3,131,571 on-going		HDR/RS&H Better Jacksonville Roger Miller 200 West Forsyth Street, # 1700 Jacksonville, FL 32202 (904) 360-5969 Office (904) 360-5995 Fax
<b>Petticoat-Schmitt Civil Contractors, Inc.</b> <i>Bay Street Towncenter and Reversible Lanes Project</i> Demo of existing sidewalks, curb & gutter, installation of new brick paver sidewalks, curb & gutter, landscape and irrigation, milling/resurfacing, mast arm signals, overhead lane use signals, fiber optic interconnect communication.	Demo 3100 SY Conc pavement & DWV 7087 SY Brick Pavers, Landscaping 1800 SY Sidewalks/Driveways Mill/Resurface, Signalization	City of Jacksonville Duval County, FL	October 2009	\$3,179,257 \$4,269,659		Robert Scott, PE City of Jacksonville 214 N. Hogan Street, 10th Floor Jacksonville, FL 32202 (904) 255-8734 Office (904) 255-8913 Fax
<b>Petticoat-Schmitt Civil Contractors, Inc.</b> <i>Oceanway Towncenter Streetscape</i> Streetscaping consists of roadway improvements, new sidewalk, curb & gutter, street lighting, fencing, park with brick pavers, seat wall, planter walls, landscape and irrigation.	33,411 SY Mill/Overlay; 4694 LF of Curb & Gutter, New Sidewalks and Driveways, Textured Crosswalks, Alumn Fencing, Landscape Lighting, Street Lighting/Signalization	City of Jacksonville Duval County, FL	July 2010	\$1,004,975 \$1,272,914		Shelby Hirsch HDR Engineering/Bowen Civil 8075 Gate Parkway W, #204 Jacksonville, FL 32216 (904) 737-0090 Office (904) 737-0040 Fax
<b>Petticoat-Schmitt Civil Contractors, Inc.</b> <i>Sar Marco Streetscape Improvements</i> Construction of roadway improvements, stormwater collection system, landscaping/irrigation, hardscape, street lighting, water and sewer replacement.	28,282 SY Milling, 6442 CY 8" Conc Pavement, 3728 TN Asphalt, 16,758 LF Curb & Gutter, Sidewalks, Driveways, 2771 LF RCP Storm Pipe, Gravity Sewer, 8121 LF Water Main Pavement Markings, Signage, Signalization Landscape/Irrigation, Brick Pavers, Hardscape Street Lighting, JEA Elec Duct Bank Construction	City of Jacksonville & JEA Duval County, FL	Ongoing Est Completion October 2012	\$6,157,594 on-going		Robert Scott, PE City of Jacksonville 214 N. Hogan Street, 10th Floor Jacksonville, FL 32202 (904) 255-8734 Office (904) 255-8913 Fax
<b>Petticoat-Schmitt Civil Contractors, Inc.</b> <i>Pine Forest Drainage Improvements</i> Storm drain construction, watermain, forcemain, asphalt construction, driveways, sidewalks 4.6 acre excavated pond	5000 LF: 4" - 24" Watermain 12,000 LF: 15" - 54" RCP Asphalt Paving Concrete D/W & S/W Pond Excavation	City of Jacksonville & JEA Duval County, FL	September 2010	\$3,721,204 \$4,365,165		Bob Scott - City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8734 Dale Mills - JEA (904) 665-4454

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**PROJECT EXPERIENCE LIST**

Name, Location and Description of Project	Scope	Owner	Date Completed	Original/		Reference/Contact Address and Phone Number
				Final	Contract Price	
Petticoat-Schmitt Civil Contractors, Inc. Melba-Green Drainage Improvements Jacksonville, Fl	4100 LF: 12" - 60" RCP 5200 LF: 8" - 16" Watermain Asphalt Construction Concrete D/W & S/W Pond Excavation	City of Jacksonville & JEA Duval County, FL	September 2010	\$3,345,258	\$3,345,258	Paul Masters - City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Billy Steward - JEA (904) 655-4712
Storm drain construction, watermain, forcemain, asphalt construction, driveways, sidewalks, 2.2 acre excavated pond.						



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

July 29, 2011

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: Bid No.: 11-87 US Hwy 1 and State Road (SR) 312 Intersection Improvements

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

Questions/Responses:

*Question 1:* Will the department allow the placement of OBG 15 in lieu of the designed OBG 7 with TY B Stabilization?

*Response:* FDOT & St. Johns County approves the requested substitution. The contractor and CEI will need to ensure that the subgrade is firm and unyielding prior to placing the OBG 15.

Changes:

The FDOT Pre-Qualification work classes "Traffic Signals AND Computerized Traffic Control Systems" are added to the Contractor Qualification section as stated in the bid documents. If the prime contractor is not pre-qualified in one or more of the work classes shown then the subcontractor performing the work shall be pre-qualified in the applicable work class. Proof of prime and/or subcontractor qualifications shall be required with the bid proposal.

**THE BID DUE REMAINS: Wednesday, August 10, 2011 by 2:00 P.M.**

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska  
Contract Administrator  
Purchasing Department

Ryan Schmitt, President

Printed Name and Title

Petticoat-Schmitt Civil Contractors, Inc.

Company Name (Print)

END OF ADDENDUM #1

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Petticoat-Schmitt Civil Contractors, Inc. as Principal, and Western Surety Company as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent Bid Dollars (\$ 5% Bid Amount) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated August 10, 2011.

For  
Construction of US 1 & SR 312 Intersection Improvements  
St Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 10th day of August A.D., 2011; the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

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

WITNESSES:

Sharon Carlson  
Cynthia D. Cuyton

PRINCIPAL:

Petticoat-Schmitt Civil Contractors, Inc.

NAME OF FIRM:

[Signature]  
SIGNATURE OF AUTHORIZED OFFICER  
(AFFIX SEAL)

President  
TITLE

11025 Blasius Road  
BUSINESS ADDRESS

Jacksonville, FL 32226  
CITY STATE

WITNESSES:

Ann Lambert  
J. D. G. Boman

SURETY:

Western Surety Company  
CORPORATE SURETY

William R. Hardaker  
ATTORNEY-IN-FACT (AFFIX SEAL)

751 Oak Street, Suite 100  
BUSINESS ADDRESS

Jacksonville, FL 32204  
CITY STATE

GHC Insurance  
NAME OF LOCAL INSURANCE AGENCY

END OF SECTION

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Teresita A Love, William R Hardaker, Michael David Sihle, Individually**

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 29th day of December, 2010.

WESTERN SURETY COMPANY

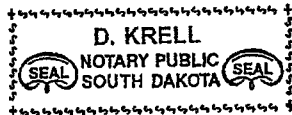


Paul T. Brufat  
Paul T. Brufat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of December, 2010, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of August, 2011



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.