

RESOLUTION NO. 2012 - 61

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 12-28 AND TO EXECUTE AN AGREEMENT FOR FIRE PUMP UPGRADE – ST. JOHNS COUNTY JAIL.

RECITALS

WHEREAS, the County desires to enter into a contract with Milton J. Wood Fire Protection, Inc. to provide services for Fire Pump Upgrade – St. Johns County Jail; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for providing a new fire pump and total turnkey installation; and

WHEREAS, through the County’s formal bid process, Milton J. Wood Fire Protection, 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 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. 12-28 Fire Pump Upgrade – St. Johns County Jail to Milton J. Wood Fire Protection , Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Milton J. Wood Fire Protection, Inc. on behalf of the County for the completion of the Fire Pump Upgrade – St. Johns County Jail specifically provided in Bid No 12-28.

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 21 day of February, 2012.

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

By: [Signature]
Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 2/23/12



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 _____, 2012 by and between **St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084** (hereafter referred to as the "Owner") and **Milton J. Wood Fire Protection, Inc., 3805 Faye Road, Jacksonville, FL 32226 (904) 353-4055 (p) (904) 353-8486 (f)** hereinafter referred to as the "Contractor") under seal for Construction of **Bid No.: 12-28 Fire Pump Upgrade – St. Johns County Jail** 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): Milton J. Wood Fire Protection, Inc.'s Bid Proposal dated 1/4/12; 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, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

ARTICLE II THE WORK

2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from, this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

The Scope of Work for this project shall generally include furnishing all labor, materials, equipment and other items necessary to provide a new electric fire pump, and related piping, fire pump controller, automatic transfer switch, remote annunciator, jockey pump and controller, and all related work at the St. Johns County Jail, 3955 Lewis Speedway, St. Augustine, Florida, 32084. The electric fire pump will replace the existing diesel fire pump. The contractor shall be the system integrator and shall provide a turn key installation. All work shall be bid and performed specifically in accordance with the specifications and drawings.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within **Ninety (90)** 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 \$ **580.00** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be

payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the **\$ One Hundred & Three Thousand Two Hundred & Sixty-Seven Dollars & XX/Cents (\$103,267.00)**. 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 authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

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

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

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

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

8.2 Claims by the Contractor

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

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

8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result

of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time - An extension of Contract Time shall not be given due to weather conditions unless such weather conditions more severe than average have caused a delay. In requesting extension of time for weather conditions; Contractor shall present complete records and such requests shall document how weather conditions delayed progress of Work.

8.3 Field Orders

8.3.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by field order and shall be binding upon the Contractor. The Contractor shall carry out such field orders promptly.

ARTICLE IX SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project (See Attachment B - Bid Proposal). 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 then be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 If Unit Prices are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Contract, it shall, if required by the Project Director, be uncovered for the Project Director's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Director or Owner, be uncovered for the Project Director's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Contract by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying

the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

- (b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;
- (d) Contract prices for labor, materials, equipment, and other services accepted under this Contract;
- (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of

Subparagraph 12.2.1 shall apply.

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

13.1.1 The successful Bidder shall indemnify and hold the Owner harmless against all loss, damage, or expense by reason of injury to person or damage to property arising out of the use of or activities on any said premises by the successful Bidder, its agents, representatives, Contractors, Subcontractors, or employees. Prior to commencement of services under this Contract the successful Bidder's insurance coverage shall comply with the following insurance requirements:

Insurance Requirements - Standard Contract for Service

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

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owned autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on commercial general liability, business auto and excess/umbrella liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - c. **Certificate of Insurance shall note "Bid No.: 12-28 – Fire Pump Upgrade – St. Johns County Jail" in the description block of the certificate.**
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

**ARTICLE XIV
MISCELLANEOUS**

14.1 GOVERNING LAW AND VENUE

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

14.2 Successors and Assigns

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

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

14.3 Surety Bonds

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

14.4 Safety of Persons and Property

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

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

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

**ARTICLE XV
EQUAL EMPLOYMENT OPPORTUNITY**

15.1 Contractor's Employment Opportunity

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

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

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

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

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

ARTICLE XVII ACCESS TO RECORDS

17.1 Access To Records (Chapter 119, Florida Statutes)

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

**ARTICLE XVIII
REVIEW OF RECORDS**

18.1 Review of Records

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

{Remainder of page intentionally left blank}

Contract No.: 12-28 Fire Pump Upgrade – St. Johns County Jail

Owner
St. Johns County (Seal)

Contractor
Milton J. Wood Fire Protection, Inc.
(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: _____

**CONTRACT DOCUMENTS
PROJECT SPECIFICATIONS**

**FIRE PUMP UPGRADE,
ST. JOHNS COUNTY JAIL**

Bid Number: 12-28

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

Final – 11/14/11

**St. Johns County Purchasing
2446 Dobbs Road
St Augustine, FL 32086
(904) 209-0150**

**PROJECT MANUAL
CONTAINING
FRONT END BIDDING DOCUMENTS
BIDDER'S PROPOSAL
AGREEMENT
AND SPECIFICATIONS

FOR

FIRE PUMP UPGRADE,
ST. JOHNS COUNTY JAIL**

**Prepared for:
BOARD OF COUNTY COMMISSIONERS
St. Johns County, Florida**

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FRONT END BID DOCUMENTS



NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received until **2:00 P.M. on Wednesday, January 4, 2012**, by Sharon Haluska, ph (904) 209-0156 at 2446 Dobbs Road, St. Johns County Purchasing Department, St. Augustine, Florida 32086, for construction of **FIRE PUMP UPGRADE, ST. JOHNS COUNTY JAIL**. Bids will be opened promptly after the 2:00 P.M. deadline. Note: Bids delivered or received in the St. Johns County Purchasing Department after the 2:00PM deadline shall not be given consideration and will be returned to the sender unopened.

Scope of Work: Provide all labor, materials, tools, equipment, and supervision to provide a new electric fire pump, and related piping, fire pump controller, automatic transfer switch, remote annunciator, jockey pump and controller, and all related work at the St. Johns County Jail, 3955 Lewis Speedway, St. Augustine, Florida, 32084. The electric fire pump will replace the existing diesel fire pump. The contractor shall be the system integrator and shall provide a turn key installation.

Prime Bidders must be currently licensed as a Certified fire protection system contractor as defined by the Department of Business and Professional Regulation of the State of Florida. The contractor shall submit current license with their proposal. The Prime Bidder cannot subcontract out more than 49% of the work.

Prime bidders must have constructed, as a prime or subcontractor, at least two projects including an electric fire pump system in the past five (5) years and the bidding firm must have been in business under the bidding company's name for at least five (5) years.

There will be a **Mandatory Pre-Bid** conference with site visit to follow on **Thursday, December 8, 2011, at 10:00 A.M.** at the St. Johns County Jail Administration Building at 3955 Lewis Speedway, St. Augustine, FL 32084. **Anyone arriving after the scheduled time will not be allowed admittance. Any company not in attendance and signed in at this meeting will not be allowed to submit a bid.** It is the contractor's responsibility to be on time and it is recommended that potential bidders obtain the bid documents and be prepared with questions at the pre-bid meeting."

Copies of Bidding Documents may be obtained from Ms. Tracey DeMarco, Simes & Rosch, LCC, Consulting Engineers, 3020 Hartley Road, Suite 100, Jacksonville, Florida, 32257, phone: (904) 260-3031, e-mail: tdemarco@simesandrosch.com, for the sum of **\$ 50.00** per set, which is non-refundable. Make checks payable to Simes & Rosch, LCC. Electronic copies of plans and specifications are not available during the bid process and will only be available to the successful bidder upon contract award.

Any and all technical questions relative to this project shall be directed **in writing** to the St. Johns County Project Manager, Mr. Bill Behne, e-mail bbehne@sjcfl.us, ph (904) 209-0414, fax number

(904) 209-0415. The deadline for all questions for this bid shall be **Friday, December 16, 2011 by 4:00 P.M.**

Additionally, document orders may be facilitated through Onvia DemandStar, Inc. These requests will be forwarded to the party responsible for bid document distribution via email. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfcl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County.

St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

SECTION 00100

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida

PROJECT: BID NO.: 12-28, FIRE PUMP UPGRADE, ST. JOHNS COUNTY JAIL

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Instructions to Bidders, the Official Total Bid Form with attachments, other sample Bidding Contract Forms, Public Construction Bond Format, and the Contract Documents, as further identified in the Agreement, including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Project Director prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Architect is an assignee of the Owner and is responsible for all field inspections (excluding code compliance) and assurance that the Contractor is conforming to the design documents. Code compliance is performed by the County who is the Authority Having Jurisdiction. "Architect" for the purposes of this project shall mean "Consulting Engineer", which is Simes & Rosch, LCC.

County Representative is an assignee of St. Johns County Facilities Maintenance Department or other assigned division and is responsible for oversight of the execution of the Contract; including compliance with requirements, construction meetings, development and adherence to schedules, review of bidding documents, review of requests for payment, construction inspections for compliance with Florida Building Code and other quality control issues, determination of 'substantial completion' and 'final acceptance', etc.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents.

A Bidder is one who submits a Bid as a prime contractor with the Owner for the work described in

the proposed Contract Documents.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that:

He has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith:

- A. He has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed.
- B. His Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Copies: Bidders may obtain complete sets of the Bidding Documents in the number and for the purchase sum if any stated in the Advertisement or Invitation - Notice to Bidders from Simes & Rosch, LCC, Consulting Engineers, (904) 260-3031.

Complete sets of Bidding Documents shall be used in preparing Bids. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The Owner or Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the designated County Representative of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County Representative to reach him at least **Eighteen (18) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change

will be made to the Bidding Documents by the Owner or his Representative seven (7) days prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect at least Eighteen (18) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If the Architect approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall not rely upon approval made in any other manner.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in the space provided in the Bid Proposal Form.

FORM AND STYLE OF BIDS

Bids shall be submitted in TRIPLICATE on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bids must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to Joe Burch, Purchasing Director, St. Johns County, with return address in top left hand corner and recite: "SEALED BID FOR THE CONSTRUCTION OF: BID NO.: 12-28 FIRE PUMP UPGRADE, ST. JOHNS COUNTY JAIL".

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineation, alteration or erasure must be initialed by the signer of the Bid, failure to do so

may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of amount bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond or certified cashiers check made payable to the Board of County Commissioners of St. Johns County.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "A Instruction to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

Prepare one (1) original and two (2) copies of the Bid Bond to be attached & submitted with bid.

Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.

The Corporate seal must be affixed. Type or print the name of the Surety on the line provided and affix it's corporate seal.

Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Project name, the Bidder's name, and return address, and portion of the project or category of work for which the Bid is submitted.

The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in a similar manner.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids received after the designated time will be returned unopened by the Purchasing Office.

Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder or be by telegram. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that

they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of 5 percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department. Any Bid protests must be filed prior to expiration of the time period and followed up in writing with in five (5) calendar days.

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

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within sixty (60) days from the date of the Bid opening,

or as designated in the Bid Documents.

QUALIFICATION OF CONTRACTORS

Prime Bidders must be currently licensed as a Certified fire protection system contractor as defined by the Department of Business and Professional Regulation of the State of Florida. The contractor shall submit current license with their proposal. The Prime Bidder cannot subcontract out more than 49% of the work.

Prime bidders must have constructed, as a prime or subcontractor, at least two projects including an electric fire pump system in the past five (5) years and the bidding firm must have been in business under the bidding company's name for at least five (5) years.

Bidders to whom award of a contract is under consideration shall submit to the Architect, upon his request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

LIST OF SUBCONTRACTORS

Each Bidder shall submit to Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "B", is provided in the Bidding Documents. If no Subcontractors are required, so state there on.

The successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Architect and Owner, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the Bidder will be notified in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and Architect.

PUBLIC CONSTRUCTION BOND

Required Bonds: The Bidder shall furnish the required bond, in the form provided herein, covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

Surety must be licensed to do business in Florida.

Surety must have been in business and have a record of successful continuous operations for at least three years.

Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent of its surplus to policyholders.

Surety must have fulfilled all of its obligations on all other bonds given to the Owner.

Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds: The Public Construction Bond form will be forwarded to the Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have three (3) days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded in the County Clerk's Recording Office, St. Johns County, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless specified in the Bidding Documents, the bonds shall be written in the form of those bound in this Project Manual.

The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum.

CONTRACT TIME - LIQUIDATED DAMAGES

The following will be made a part of the Contract:

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

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

"The work to be performed per under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of shall be substantially complete within **ninety (90)** consecutive calendar days from the date of the Notice to Proceed. Final completion shall be **thirty (30)** consecutive calendar days after substantial completion".

Conditions under which Liquidated Damages are Imposed:

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

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$ 313.00
Over \$50,000 but less than \$250,000	\$ 580.00
\$250,000 or more but less than \$500,000	\$ 715.00
\$500,000 or more but less than \$2,500,000	\$1,423.00
\$2,500,000 or more but less than \$5,000,000	\$2,121.00

\$5,000,000 or more but less than \$10,000,000	\$3,057.00
\$10,000,000 or more but less than \$15,000,000	\$3,598.00
\$15,000,000 or more but less than \$20,000,000	\$4,544.00
\$20,000,000 and over	\$8,537.00

INSURANCE

Liability Insurance, Workmen’s Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period (See Standard Agreement Between Owner and Contractor, Article XIII). An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor prior to issuing “Notice to Proceed.”

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder’s proposal. St. Johns County Reserves the right to Owner Direct Purchase materials or equipment in accordance with County Purchasing Policy 302.21 or implement other means in order to achieve related sales tax cost savings.

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Bid Form Attachment F, Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

END OF SECTION



DIVISION 1
GENERAL REQUIREMENTS



SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Intent of Contract
- B. Work by Owner

1.02 INTENT OF CONTRACT

The intent is to provide for the construction and completion in every detail of the work described in the Contract. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies, required to complete the work in accordance with the Plans, Specifications and terms of the Contract.

The Contract shall be for the Base Bid for – FIRE PUMP UPGRADE, ST. JOHNS COUNTY JAIL.

1.03 WORK BY OWNER

- A. The Owner has received or has applied for and expects to receive, prior to construction, permits from the following agencies:
 - 1. None.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Application of Payment
- B. Schedule of Values
- C. Change procedures
- D. Unit Prices

1.02 RELATED SECTIONS

- A. Standard Fixed Price Agreement-Owner/Contractor Agreement: Contract Sum/Price including Allowances.
- B. Section 01300 - Submittals: Schedule of Values.
- C. Section 01600 - Material and Equipment: Product Substitutions and Alternates.

1.03 SCHEDULE OF VALUES

- A. Submit Schedule of Values in duplicate within ten (10) days after date of Owner-Contractor Agreement
- B. Format: Identify each line item with number and title of the major specification section.
- C. Revise schedule to list approved Change Orders with each Application for Payment.

1.04 APPLICATIONS FOR PAYMENT

- A. Submit four (4) copies of each application on the Form provided by the Owner, Application and/or Certificate for Payment, and attach Schedule of Values. Each application for payment shall be numbered consecutively.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

- C. Payment Period: 30 days.
- D. Include lien release and partial consent of surety forms required by Owner.

1.05 CHANGE PROCEDURES

- A. The Architect shall advise of minor changes in the work not involving an adjustment to Contract Sum/Price or Contract Time.
- B. The Architect may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised drawings and specifications, and change in Contract Time for executing the change. Contractor shall prepare and submit quotation within ten (10) days.
- C. The Contractor may propose a change by submitting request for change to the Architect, describing the proposed change and its full effect on the work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation. Document any requested substitutions in accordance with Instructions to Bidders.
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor s request for a Change Order as approved by Architect.
- E. Unit Price Change Order: For predetermined unit prices and quantities, the Change Order shall be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute work under a Construction Change Authorization. Change in Contract Sum of Contract Time shall be computed as specified for Change Orders.
- F. Construction Change Directive: Architect may issue a directive, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order. The document shall describe changes in the work, and designate the method of determining any change in the Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Execution of Change Orders: Architect shall issue Change Orders for signature of parties as provided in the Conditions of the Contract.

1.06 UNIT PRICES

- A. Authority: Measurement methods are delineated in the individual specification sections.

- B. The Architect or his designee shall take measurements and compute quantities accordingly.
- C. Unit Quantities and measurements indicated in the Bid Form are for contract change order purposed only. Actual quantities provided shall determine payment.
- D. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- E. Defect Assessment: The Work, or portions of the Work, not conforming to specified requirements, shall be replaced. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect shall direct an appropriate remedy or adjust payment.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination
- B. Field Engineering.
- C. Preconstruction conference.
- D. Progress meetings.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- B. Notify utility companies for an on-site verification of service line locations at least 48 hours prior to construction.
- C. Comply with all applicable provisions of permits issued by various governmental agencies in conjunction with the work.
- D. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.
- E. The Contractor shall closely coordinate the removal and replacement of existing overhead and underground facilities (if required).

1.03 FIELD ENGINEERING: N/A

1.04 PRECONSTRUCTION CONFERENCE

- A. Owner shall schedule a conference after Notice of Award.
- B. Attendance Required: Owner, Architect (County Construction Project Manager), and Contractor Job Superintendent.

C. Agenda:

1. Distribution of Contract Documents
2. Submission of list of Subcontractors, list of products, Schedule of
3. Designation of personnel representing the parties in Contract, and the Architect.
4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
5. Scheduling of Construction Activities.

1.05 PROGRESS MEETINGS

A. Architect shall schedule and administer meetings throughout progress of the work as needed.

B. Attendance Required: Job Superintendent, major Subcontractors and suppliers, Owner, and Architect as appropriate to agenda topics for each meeting.

C. Agenda:

1. Review minutes of previous meetings.
2. Review progress of work.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measure to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to work.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Construction progress schedule.

1.02 RELATED SECTIONS

- A. Section 01019 - Contract Considerations: Schedule of Values.
- B. Section 01700 - Contract Closeout: Contract warranty and manufacturer's certificates closeout submittals.

1.03 MATERIALS

Prior to commencement of construction, submit five (5) copies Certificate of Compliance and of submittals described within technical specifications.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 10 days after date of Owner- Contractor Agreement for Architect review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of work or operation identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each submission.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References
- C. Inspection and testing laboratory services.

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of Manufacturers' Instructions and Certificates.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Architect before proceeding.

- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 INSPECTION AND TESTING LABORATORY SERVICES: N/A

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final Cleaning.
- C. Adjusting.
- D. Project record documents.

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's inspection.
- B. Architect shall make inspection with reasonable promptness. If work is incomplete or defective, Architect shall notify Contractor to remedy deficiencies.
- C. Upon renotification of completion, Architect shall reinspect work and, when acceptable, issue Certification of Substantial Completion.
- D. Provide submittals to Architect that are required by governing or other authorities.
- E. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and remaining sum due.

1.03 FINAL CLEANING UP OF RIGHT OF WAY

Upon completion of the work, and before acceptance and final payment, the Contractor shall remove from the right of way and adjacent property all false work, equipment, surpluses, and discarded materials, rubbish, and temporary structures; shall restore in a acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall leave the roadway in a neat and

presentable condition throughout the entire length of the work under contract. The placing of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal; however, the Contractor shall be allowed to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by him, adjacent to the project, but no discarded equipment or materials, or rubbish shall be placed on such site.

Areas adjacent to the project right of way used as a plant site, materials storage area or equipment yard shall, at such time as they are no longer needed by the Contract for such purposed, be shaped and dressed in close conformity to their original appearance.

1.04 PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of the following record documents; record actual revision to the Work:

1. Contract Drawings
2. Specifications
3. Addenda
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings & product data.

B. The Contractor shall furnish a complete set of certified asbuilts on mylar. As-built requirements can be found in Exhibit D. The cost of furnishing as-builts shall not be a separate bid item. As-builts shall be reviewed and approved by Owner's Architect.

1.05 CLOSEOUT SUBMITTALS

A. When the Architect has determined that the work is acceptable under the Contract Documents and the Contract fully performed, the Contractor shall prepare and submit his final Application for Payment to the Architect together with the following:

1. Contractors lien waiver in the full amount of the Contract Sum.
2. Lien waivers from all Subcontractors and major material suppliers who have furnished material for the work under contract with the Contractor or Subcontractor. The lien waivers shall be in the full amount of the contract involved.

3. Consent of surety to final payment.
4. Evidence of compliance with requirements of governing authorities:
 - a. Certificates of Inspection from all required agencies and departments.
5. Warranties and Bonds

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION



DIVISION 2

SITE WORK



SECTION 02050

SITE PREPARATION AND EARTHWORK, GENERAL

PART 1 - GENERAL

- 1.1 **Underground Utilities:** Exercise caution while proceeding with the work. Locate and protect all indicated underground utilities from damage. Determine whether other underground utilities such as piping, conduit and cable exist. Should any utilities be found that are not indicated, notify the utility company and the Architect immediately, and await the instructions of the Architect before proceeding further with the work in such locations.
- 1.2 **Requirements:** Perform all clearing, grubbing and earthwork, including excavation, filling, backfilling and grading indicated and necessary to accomplish the work.
- 1.3 **Shoring and Sheeting:** Provide all shoring, sheeting and bracing necessary to properly and safely accomplish the work.
- 1.4 **Protection of In-Place Structures:** Excavations likely to dislocate, misalign, alter, damage, or impair the strength of structures already in place shall be done only after adequate protection has been provided for the in-place structures.

PART 2 - DISPOSITION OF MATERIAL

- 2.1 **Title to Materials:** Except as otherwise specified, surplus material from excavations, trash, debris, and materials resulting from clearing, grubbing, and other operations shall become the property of the Contractor and shall be disposed of by moving from the site.

PART 3 - CLEANUP

- 3.1 **Debris and Rubbish:** Remove and transport debris and rubbish in a manner that shall prevent spillage on streets or adjacent areas. Clean up spillage from street and adjacent areas.
- 3.2 **Regulations:** Comply with federal, state, and local hauling and disposal regulations.

END OF SECTION

SECTION 120

EXCAVATION AND EMBANKMENT

PART 1 - GENERAL

- 1.1 Excavation and embankment shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 1996 Edition.

PART 2 - DISPOSAL

- 2.1 Subarticle 120-5.5 Disposal Areas is amended to read as follows:

The disposal of excavated muck other materials unsuitable for the roadway construction, paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slab, limerock, sidewalks, curb and gutter, etc., shall be disposed of by the Contractor at approved sites within St. Johns County in accordance with all Federal, State and Local laws, ordinances, regulations and rules.

END OF SECTION

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE FIRE PUMP UPGRADE ST. JOHNS COUNTY JAIL

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 OP INTENT

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
Barbara Beauchamp

BID NUMBER 12-28

OPENING DATE/TIME January 4, 2012 2:00 PM

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

POSTING DATE/TIME

01/04/12
3:00 PM

01/09/12
3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	BASE BID TOTAL LUMP SUM PRICE	BID BOND	ADDENDUM # 1	ATTENDED MANDATORY PRE- BID MEETING			
AEGIS	\$116,650.00	YES	YES	YES			
LIFE SAFETY DESIGNS, INC.	\$128,000.00	YES	YES	YES			
MILTON J. WOOD FIRE PROTECTION	\$103,267.00	YES	YES	YES			
WW GAY FIRE & INTEGRATED SYSTEMS, INC.	\$47,687.00	YES	YES	YES			

BID AWARD DATE - _____

BB



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

2446 Dobbs Road
St. Augustine, Florida 32086

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

TO: Gene Burns, Facility Maintenance
FROM: Sharon Haluska, Contract Administrator
SUBJECT: Transmittal of Bids Received for Bid No. 12-28; Fire Pump Upgrade St. Johns County Jail
DATE: January 4, 2012

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

Gene Burns

SHB
1/17/2012

Date

1/17/2012

Budget Amount

134,020.00

Account Funding Title

BUILDING MAINTENANCE

Funding Charge Code

0105-54600

Award to

MILTON J. WOOD FIRE PROTECTION

Award Amount

\$ 103,267.00

JAN 17 2012

BID NO.: 12-28 Fire Pump Upgrade - SUCSO

COMPANY NAME	BASE BID	Attachments						Addendum	License Fire Protection	Bid Bond	Notes
		A	B	C	D	E	F				
Aegis Fire and Integrated Services, LLC	\$116,650.00	✓	✓	✓	✓	✓	✓	✓	✓	License - Cert of Competency by State Fire Marshall 1. License - Certified Alarm Contractor ; 2. Bid Proposal not signed.	
Life Safety Designs, Inc.	\$128,000.00	✓	✓	✓	✓	✓	✓	✓	✓	1. License - Cert of Competency by State Fire Marshall 2. Attach "F" - Incomplete	
Milton J. Wood Fire Protection, Inc.	\$103,267.00	✓	✓	✓	✓	✓	✓	✓	✓	License - Cert of Competency by State Fire Marshall	
W. W. Gay Fire & Integrated Systems, Inc.	\$47,687.00	✓	✓	✓	✓	✓	✓	✓	✓	License - Cert of Competency by State Fire Marshall	

COPY

BID NO.: 12-28

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

PROJECT: FIRE PUMP UPGRADE, ST. JOHNS COUNTY JAIL

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

DATE SUBMITTED: January 4, 2012

BID PROPOSAL OF

Milton J Wood Fire Protection, Inc.	3805 Faye Rd. Jax, FL 32226	904-353-4055
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 Drawing entitled Construction of FIRE PUMP UPGRADE, ST. JOHNS COUNTY JAIL, in St. Johns County, Florida, prepared by St. Johns County Construction Services 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 FIRE PUMP UPGRADE, ST. JOHNS COUNTY JAIL as per plans and specifications.

\$ 103,267.00
Total Lump Sum Price (Numerical)

One Hundred Three Thousand Two Hundred Sixty Seven & no /100 Dollars
(Amount written or typed in words)

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid.

Time of Substantial Completion to be **ninety (90)** consecutive calendar days from receipt of Notice to Proceed from Owner.

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

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

No.: 1 Date Received: 12/20/2011

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 Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

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


The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within **ninety (90)** consecutive calendar days after receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

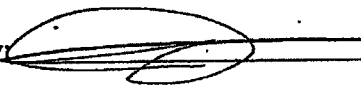
The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the

security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Milton J Wood Fire Protection, Inc. (Seal)

By:  Annmarie Nemeth
(Name typed or printed)

By:  Zarko Ognjenovic
(Name typed or printed)

Address: 3805 Faye Road, Jacksonville, FL 32226

Telephone No.: (904) 353-4055 Fax No.: (904) 353-8486

DUNS #: 555941244

Federal I.D. Tax Number: 59-3055303

INDIVIDUAL

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

Address: _____

Telephone No.: () _____

St. Johns County Registration Number:

Federal I.D. Tax Number:

Bid No.: 12-28

- Attachments: "A" - Affidavit
"B" - List of Proposed Subcontractors
"C" - Certificate as to Corporate Principal
"D" - Certificate of Compliance with Florida Trench Safety Act
"E" - List of Licenses/Certifications
"F" - Division/Scope Breakdown

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



January 4, 2012

St. Johns County Purchasing

Re: Fire Pump Upgrade, St Johns County Jail
Bid Number 12-28
Milton J. Wood Fire Protection Estimate Number 0265-11FF

Our proposal is based on the following clarifications:

DIVISION 2:

- Our proposal is based on the minimum code burry requirements for the underground conduit.
- We assume the excavated soil to be suitable for backfill and compaction.
- Our proposal is base on replacing / repairing not more than 2" thickness of asphalt and 6" thickness of concrete. Additional thicknesses are not included.
- We shall subcontract an independent underground utility locating company.
- We include 1 pallet of replacement sod but do not include fertilizing or watering.

DIVISON 13:

- We assume the existing tamper switches to be in operable condition.
- We shall use the existing test header piping for the modifications.

DIVISON16:

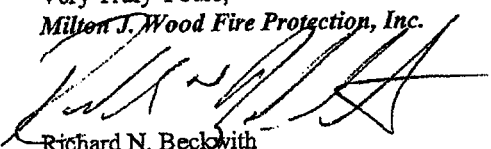
- We assume the existing wiring to the annunciator panel in the seclusion room is compatible with the new fire pump controllers and devices. New wiring or alarm modules are not included.
- We shall furnish a lockable standard 3R Pull box.

GENERAL CLARIFICATIONS:

- All owner materials removed under this contract shall become the property of the contractor.
- Our proposal is based on performing this work during normal working hours.
- According to the FDEP there are no State requirements to decommission the diesel fuel tank (See Attached).

We appreciate the opportunity to provide this proposal and welcome any questions you may have.

Very Truly Yours,
Milton J. Wood Fire Protection, Inc.


Richard N. Beckwith
Project Manager

CORPORATE OFFICE
3805 Faye Rd. / P.O. Box 26219
Jacksonville, Florida 32226
Telephone (904) 353-4055
FAX No. (904) 353-8486
FL 23436300012003
FL EF0001055

CENTRAL FLORIDA OFFICE
4415 Drane Field Road
Lakeland, Florida 33811
Telephone (863) 648-0775
FAX No. (863) 648-8006
FL 49916800011994
FL EF0001055

GEORGIA OFFICE
2786 Hwy 80 W / P.O.Box 18392
Garden City, GA 31408
Telephone (912) 964-2155
FAX No. (912) 964-2158
GA CL000179
GA LVA204993

Richard Beckwith

From: Burns, Bill [Bill.Burns@dep.state.fl.us]
Sent: Friday, December 30, 2011 10:56 AM
To: Richard Beckwith
Subject: Question posted to FDEP website; EO-56864

I have been asked to respond to your query posted on the FDEP website:

"What are the requirements to decommission a 250 gallon diesel fuel tank for a diesel fire pump?"

The answer will depend on the placement and construction of the tank. If the 250 gallon petroleum tank is an aboveground tank, there are no state requirements to close (decommission) the storage tank. If the tank is installed underground the tank will have to be closed in accordance with Chapter 62-761.800 FAC and may require an assessment of the soil and groundwater to identify if contamination from this tank occurred.

Closure requirements from 62-761.800 FAC....

(2) Closure of storage tank systems.

(a) General.

1. Closure of storage tank systems shall be performed by:

- a. Removing all liquids and accumulated sludges;
- b. Disconnecting and capping, or removing, all integral piping. Manways shall be secured to prevent access;
- c. Closing the storage tank system in accordance with paragraphs 62-761.800(2)(b), F.A.C., as applicable; and
- d. Conducting a closure assessment in accordance with subsection 62-761.800(3), F.A.C.

2. After closure, storage tank systems may be used to store materials or substances other than regulated substances in accordance with all applicable Department reference standards, (for example, API 1604). Owners and operators are advised that other federal, state, or local requirements may apply to these activities.

3. Monitoring wells associated with closed systems that are not being used for release detection or site assessment purposes shall be closed in accordance with paragraph 62-761.600(1)(k), F.A.C.

(b) Unmaintained systems shall be permanently closed within 90 days of discovery.

(c) System removal, closure in-place, and disposal shall be performed:

1. In accordance with API RP 1604 and NFPA 30; and
2. By a Certified Contractor if the system is removed from the ground, unless it is closed in place by filling it with a solid inert material of sufficient density to prevent a structural collapse of the closed system.

12/30/2011

(3) Closure assessment of storage tank systems.

(a) At time of closure, replacement, installation of secondary containment, or change in service from a regulated substance to a non-regulated substance, an assessment shall be performed to determine if a discharge from the system or system components has occurred.

1. If a Site Rehabilitation Completion Order (SRCO) or a Monitoring Only Plan (MOP) Approval Order has been issued by the Department for a contaminated area of a site, a closure assessment shall be performed for any subsequent storage tank system removal, replacement, or installation of secondary containment.

2. Tanks, pipes, or other system components in contact with soil at any site are subject to closure assessment requirements.

(b) A closure assessment is not required for:

1. Sites with documented contamination requiring a site assessment in accordance with Chapter 62-770, F.A.C., including those that are eligible for the Early Detection Incentive Program (EDI), the Florida Petroleum Liability and Restoration Insurance Program (FPLRIP), and the Petroleum Cleanup Participation Program (PCPP), pursuant to Sections 376.3071 and 376.3072, F.S. Nevertheless, documentation of procedures followed and results obtained during closure shall be reported in a Limited Closure Summary Report, Form 62-761.900(8), and in accordance with Section A of DEP's "Storage Tank System Closure Assessment Requirements";

2. Systems initially installed with secondary containment, provided that no unexplained positive response of an interstitial release detection device or method occurred during the operational life of the system, or the secondary containment passed a breach of integrity test prior to closure; and

3. Systems upgraded with secondary containment that have closed interstitial spaces, where a closure assessment was performed prior to installation of secondary containment, provided that the secondary containment passed a breach of integrity test in accordance with paragraph 62-761.640(3)(a), F.A.C.;

(c) Closure assessment sampling and analysis shall be conducted according to DEP's "Storage Tank System Closure Assessment Requirements."

(d) A closure assessment report shall be submitted to the County within 60 days of completion of any of the activities listed in paragraph 62-761.800(3)(a), F.A.C. The report shall include sample types, sample locations and measurement

methods, a site map,
methods of maintaining quality assurance and quality control, and any analytical results obtained during the
assessment in
accordance with DEP's "Storage Tank System Closure Assessment Requirements."

(e) Persons are advised that contaminated soil excavated, disposed of, or stockpiled on site during the closure of
a storage
tank system is regulated by Chapter 62-770, F.A.C.

A link to the Closure Assessment Guidelines:

http://www.dep.state.fl.us/waste/quick_topics/publications/pss/tanks/reference/6closure.pdf

You are strongly urged to contact the local building and zoning official in the county where the tank is installed.
Typically, such work will
require a permit and the local regulations are often more stringent than the state's.

If I can be of further service please feel free to contact me directly at 850/245-8842.

William E. Burns, Jr.
Environmental Administrator
Storage Tank Regulation
Department of Environmental Protection
MS 4525
2600 Blair Stone Road
Tallahassee, FL 32399-2400
850/245-8842



For more information please visit our webpage:
<http://www.dep.state.fl.us/waste/categories/tanks/default.htm>

 Please consider the environment before printing this email.

*Please take a few minutes to share your comments on the service you received from the department by clicking
on this link. [DEP Customer Survey](#).*

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 Zarko Ognjenovic who being duly sworn, deposes and says he is CEO (Title) of the firm of Milton J Wood Fire Protection Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 12-28, Construction of FIRE PUMP UPGRADE, ST. JOHNS COUNTY JAIL 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.

Milton J Wood Fire Protection, Inc.

(Bidder)

By: _____

CEO

(Title)

Sworn and subscribed to me this 3rd day of January, 2012

Notary Public

Signature

Printed

My commission Expires _____

Vonda Duggan



VONDA K. DUGGAN
Notary Public, State of Florida
My Comm. Expires Aug. 8, 2015
Commission No. EE 108440

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

ATTACHMENT "B"

LIST OF PROPOSED SUBCONTRACTORS

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

DIVISION OF WORK or
DESCRIPTION/NAME OF EQUIPEMENT

NAME AND ADDRESS OF
SUBCONTRACTOR or EQUIPMENT VENDOR

Division 2

All Pro Asphalt, PO Box 43669, Jax, FL 32203
904-355-1776

Division 3

Murray Equipment Sales, PO Box 6658
Lakeland, FL 33807 863-644-0312

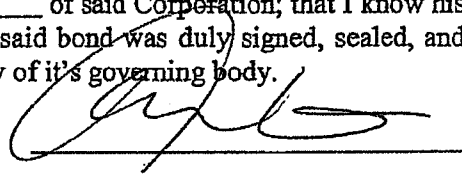
Division 2

Ground Hound Detection Services, Inc.
8810 Commodity Circle, #23, Orlando, FL 32819

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Annmarie Nemeth, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Zarko Danjenovic who signed the said bond on behalf of the Principal, was then CEO of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.



Secretary

Corporate

Seal

(STATE OF FLORIDA
COUNTY OF ~~ST. JOHNS~~
DUVAL

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Tom S. Lobrano, III to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Berkley Regional Insurance Company and that he has been authorized by Berkley Regional Insurance 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 4th day of January, 2012, A.D.



PHYLLIS CAGES
Notary Public, State of Florida
Comm. Expires February 4, 2015
Commission No. EE 52661

Phyllis Cages
NOTARY PUBLIC Phyllis Cages
State of Florida-at-large

My Commission Expires: February 4, 2015

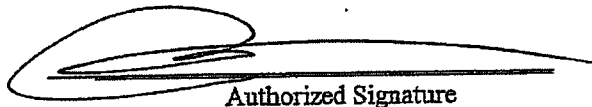
(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

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: Milton J Wood Fire Protection, Inc 1/3/12
Bidder Date



Authorized Signature

Zarko Ognjenovic

ATTACHMENT "E"

License/Certification List

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

The bidder shall attach a copy of current licenses listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
Certificate of Competency	23436300012003	State of Florida Div of State Fire Marshal	6/30/2012
Electrical Contractor	EC13004246	State of Florida Elec. Contractors Lic Board	8/31/2012
Professional Engineer	60833	State of Florida Board of Professional Engineer	2/28/2013

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



THIS CERTIFIES THAT: ZARKO OGNJENOVIC
 3805 FAYE ROAD
 JACKSONVILLE, FL 32226-

BUSINESS ORGANIZATION: MILTON J WOOD FIRE PROTECTION INC.

CONTRACTOR I INCLUDES THE EXECUTION OF CONTRACTS REQUIRING THE ABILITY, EXPERIENCE, KNOWLEDGE, SCIENCE, AND SKILL TO INTELLIGENTLY LAYOUT, FABRICATE, INSTALL, INSPECT, ALTER, REPAIR, OR SERVICE ALL TYPES OF FIRE PROTECTION SYSTEMS, EXCLUDING PRE-ENGINEERED SYSTEMS.

Chief Financial Officer

Alex Sink

07	01	2010	07	15	Duval	23436300012003	1930470001	150.00	06	30	2012
Issue Date			Type	Class	County	License/Permit Number	Application #	Taxes & Fees	Expire Date		



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

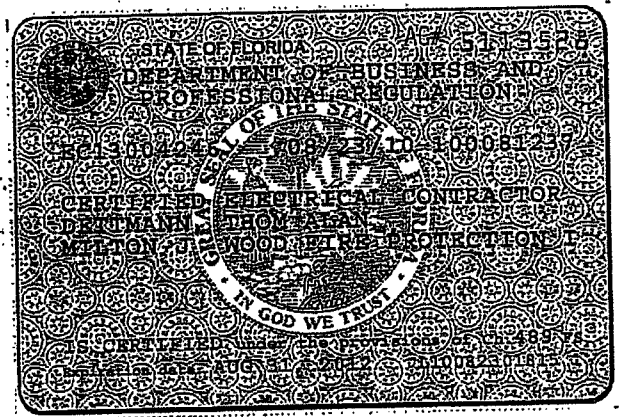
(850) 487-1395

DETTMANN, THOM ALAN
MILTON J WOOD FIRE PROTECTION INC
3805 FAYE ROAD
JACKSONVILLE FL 32226

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. 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

AC/ 5113528

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD SEQ# 10008231185

DATE	BATCH NUMBER	LICENSE NBR
08/23/2010	1000812375	EC13004245

THE ELECTRICAL CONTRACTOR
Named below is CERTIFIED
Under the provisions of chapter
Expiration date AUG 31 2012

DETTMANN, THOM ALAN
MILTON J WOOD FIRE PROTECTION INC
3805 FAYE ROAD
JACKSONVILLE FL 32226

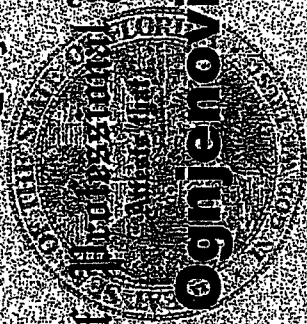
CHARLIE CRUSH
GOVERNOR

CHARLIE CRUSH
SECRETARY

DISPLAY AS REQUIRED BY LAW

State of Florida

Board of Professional Engineers



Zarko Ognjenovic, P.E.

IS LICENSED AS A PROFESSIONAL ENGINEER UNDER CHAPTER 471, FLORIDA STATUTES
EXPIRATION: 2/28/2013

P.E. LIC. NO:

AUDIT NO: 228201320176

60833

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that MILTON J. WOOD FIRE PROTECTION, INC. as Principal, and BERKLEY REGIONAL INSURANCE COMPANY as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of five percent of the bid amount Dollars: (\$ 5%) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated January 4th, 2012.

For
Construction of FIRE PUMP UPGRADE, ST. JOHNS COUNTY JAIL
St. Johns County, Florida

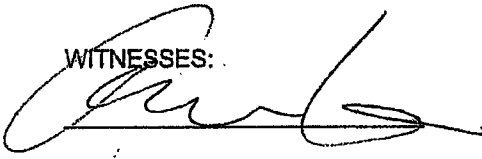
NOW THEREFORE,

- (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 4th day of January A.D., 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

WITNESSES:

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

WITNESSES:


Zarko Danjenovic
PRINCIPAL:

MILTON J. WOOD FIRE PROTECTION, INC.
NAME OF FIRM:



SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

CEO

TITLE

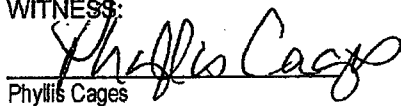
3805 Faye Rd.
BUSINESS ADDRESS

Jacksonville FL

CITY

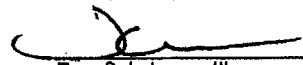
STATE

WITNESS:


Phyllis Cages

SURETY:

BERKLEY REGIONAL INSURANCE COMPANY
CORPORATE SURETY


Tom S. Lozano, III

ATTORNEY-IN-FACT (AFFIX
SEAL) & FLORIDA RESIDENT AGENT

11201 Douglas
BUSINESS ADDRESS

Urbandale, IA 50322
CITY STATE

SURETY ASSOCIATES, INC.
NAME OF LOCAL INSURANCE
AGENCY

END OF SECTION

BERKLEY REGIONAL INSURANCE COMPANY

STATUTORY BALANCE SHEET DECEMBER 31, 2010 (AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	1,456,047
Common & Preferred Stocks		450,630
Cash & Short Term Investments		102,010
Premiums Receivable		287,486
Other Assets		<u>418,895</u>

Total Admitted Assets \$ 2,715,068

Liabilities & Surplus

Loss & LAE Reserves	\$	1,408,750
Unearned Premium Reserves		515,100
Other Liabilities		<u>73,869</u>

Total Liabilities \$ 1,997,720

Capital Stock	\$	4,000
Additional Paid In Capital		347,723
Unassigned Surplus		<u>338,159</u>

Total Policyholders' Surplus \$ 689,881

Total Liabilities & Surplus \$ 2,687,601

Officers:

President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Robert Floyd Buehler
Sr. Vice President & CFO: Eugene George Ballard
Sr. Vice President: Robert Paul Cole
Vice President: Clement Patrick Patafio

Directors:

Eugene George Ballard
William Robert Berkley
William Robert Berkley, Jr.
Robert Paul Cole
Paul James Hancock
Robert Carruthers Hewitt
Ira Seth Lederman
Clement Patrick Patafio
James Gerald Shiel

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *James C. Congelio, Tom S. Lobrano, IV or Tom S. Lobrano, III of Construction Insurance Brokers Corporation dba Surety Associates, Inc. of Jacksonville, Florida* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of September, 2011.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 15 day of September, 2011, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4th day of January, 2012.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.



St. Johns County Board of County Commissioners

Purchasing Division

December 20, 2011

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 12-28 Fire Pump Upgrade, St. Johns County Jail

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

CLARIFICATION/CHANGE:

Sheet E3.1, Specific Note 4. Change "208V" in first sentence to "480V".

New drawings will not be issued at this time.

RESPONSE TO RFIS:

RFI #1: On drawing E2.1 the voltage is 208V 3 Pole and on E3.1 and E4.1 they are 480V 3 Pole? The relief piping on the existing pump are we to cap off at the floor with a blind flange or the existing elevation?

Response: Concerning the correct system Voltage, see clarification / change above for Sheet E3.1, Specific Note 4. Concerning the relief piping, plan to cap at floor level as indicated to avoid a trip hazard.

THE BID DUE DATE REMAINS: Wednesday, January 4, 2012 by 2:00 P.M.

Acknowledgment

Sincerely,

[Signature] 12-20-11
 Signature and Date

Sharon L. Haluska
 Contract Administrator
 Purchasing Department

[Signature]
 Printed Name and Title

[Signature]
 Company Name (Print)

END OF ADDENDUM #1