

RESOLUTION NO. 2013 - 219

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 13-45 AND TO EXECUTE AN AGREEMENT FOR DESIGN/BUILD SR 16 WATER MAIN INTERCONNECT

RECITALS

WHEREAS, the County desires to enter into a contract with Masci Corporation to provide services for Design/Build SR 16 Water Main Interconnect; and

WHEREAS, the scope of the project shall generally include but not be limited to finalizing design drawings and permitting services, installation of the water main and ancillary items, testing, restoration, and project documentation; and

WHEREAS, through the County's formal RFP process, Masci Corporation was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project is being funded through 4488-56302-6168-56306 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 RFQ 13-45 SR 16 Water Main Interconnect to Masci Corporation.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Masci Corporation on behalf of the County for the completion of the SR 16 Water Main Interconnect specifically provided in RFP No. 13-45.

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 1st day of October, 2013.

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

By: [Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 10/3/13



STANDARD DESIGN-BUILD AGREEMENT

BETWEEN

THE BOARD OF COUNTY COMMISSIONERS FOR ST. JOHNS COUNTY,
FLORIDA

AND

MASCI CORPORATION

FOR

STATE ROAD 16 WATER MAIN INTERCONNECT

RPF No. 13-45

This Agreement is made on this _____ day of _____, 2013, by and between **ST. JOHNS COUNTY ("County")**, a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, and **MASCI CORPORATION** hereinafter referred to as the ("Design-Build Firm") with an address of 5752 South Ridgewood, Port Orange, FL 32127 Phone: (386) 322-4500 under seal, to perform all work in connection with RFP 13-45 – State Road 16 Water Main Interconnect ("Project"), as said work is set forth in the Plans and Specifications furnished by the Design-Build Firm and other Contract Documents hereinafter specified. For good and valuable consideration, the County and the Design-Build Firm hereby agreeing as follows:

Article 1. INTENTION OF THE COUNTY

It is the intent of the Contract Documents to describe a functionally complete Project to be designed and constructed by the Design-Build Firm in accordance with County-reviewed and fully permitted Contract Documents prepared by the Design-Build Firm and accepted by the County. It is the further intent of the County to require complete, correct and timely execute of the Work described herein. Whether or not specifically expressed, any work, materials or equipment required, implied or inferred by the Contract Documents as being required to produce the intended results shall be provided by the Design-Build Firm for the Contract Price.

Article 2. CONTRACT DOCUMENTS

2.1 Agreement and Contract Documents.

2.1.1 The Contract Documents consist of this Agreement, all Amendments and Exhibits thereto, Change Orders, Work Directive Changes, Field Orders, and the Solicitation Documents, including addenda relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Design-Build Firm at the Project site at all times during performance of the Work described herein.

2.1.2 The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede any prior negotiations, representations or agreements, either written or oral.

2.1.3 This Agreement 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 Agreement.

2.1.4 In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement,

including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda.

2.1.5 Where there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision applicable to the Project, the more stringent state or federal provision shall prevail.

2.1.6 Reference to standard specifications, manuals or codes of any technical society, organization, or association, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the standard specification, manual, code, laws or regulations in effect at the time of the date of the execution of this Agreement.

2.1.7 Dimensions given in figures are to hold preference over scaled measurements on the Drawings and in the Design. The Design-Build Firm shall not proceed when in doubt as to any dimension or measure but shall seek clarification from the County.

2.1.8 Neither the organization of any of the Contract Documents into articles, divisions, sections, paragraphs or other categories, nor the organization or arrangement of the design shall control the Design-Build Firm in dividing the Work or in establishing the extent or Scope of the Work to be performed by subcontractors.

2.1.9 Nothing contained in this Agreement shall create or be interpreted to create, privity or any other contractual agreement between the County and any person or entity other than the Design-Build Firm.

2.1.10 This Agreement shall be effective on the date of full execution by both parties hereto.

2.1.11 The Contract Documents, and each of them, shall remain the property of the County. The Design-Build Firm 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 Design-Build Firm use, or permit to be used, any or all of such Contract Documents on other projects without the County's prior written authorization.

2.2 Interpretation.

2.2.1. When a word, term, or phrase is used in this Agreement, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted technical or trade meaning in the industry; and third, if there is no generally accepted meaning in the industry, according to its common and customary usage.

2.2.2. The words "include", "includes", or "including" as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation".

2.2.3. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

2.3 Incorporation of Exhibits.

The following documents are expressly agreed to be incorporated by reference and made part of this Agreement.

- Exhibit A: Request for Proposal 13-45
- Exhibit B: Addendum #1 w/attachments
- Exhibit C: Addendum #2 w/attachments
- Exhibit D: Insurances
- Exhibit E: Bonds

Article 3. SCOPE OF WORK

3.1 The Design-Build Firm shall perform all of the Work required, implied or reasonably inferable from this Agreement. The Work to be performed by the Design-Build Firm is generally described as follows:

The scope of work for this project shall include providing all Design-Build services consisting of professional engineering and contractor services to complete the design, partial permitting, and construct approximately 18,038 LF of water main. The project shall include but not be limited to final design drawings and permitting services, installation of the water main and ancillary items, testing, restoration, and project documentation such as asbuilts. The project generally includes the construction of 20" DR25 PVC water main along the south side of SR 16 from Verona Way to the Turning Point Church, which will be done in two sections. Section 1 is approximately 4,313 LF from Verona Way to the existing 20" DI water main located near the backside of the Sevilla neighborhood (currently serving the Veterans Hospital on SR 16). Section 2 is approximately 13,725 LF from the Veterans Hospital to the existing 16" PVC water main currently serving the Turning Point Church. A Horizontal Directional Drill (HDD) a distance of approximately 500 LF of 24" DR11 HDPE or 20" DR25 Fusible PVC water main is necessary to cross Turnbull Creek, as well as other HDDs required to cross roads and drainage structures. Optional HDD/Open Cut segments of pipe are shown in the preliminary drawings, which may be installed by either method. It will be the discretion of the Design-Build team to determine the most cost-effective method to install the water main in those segments. All work shall be specifically performed in accordance with final documents as approved by the County.

3.2 The Design-Build Firm hereby agrees to complete the Project described by the Contract Documents including furnishing the architecture, engineering, landscaping architecture and land surveying services, labor, material, equipment and other services necessary to perform all of the Work described in the Contract Documents including Drawings and addenda thereto, to be constructed in accordance with the requirements and provisions of this Agreement, all applicable laws, regulations and standards.

3.3 The Design-Build Firm shall prepare and the County shall approve a design and construction schedule ("Progress Schedule") of the Project as follows:

3.3.1 Preliminary Design Document Review/Acceptance

3.3.2 Design/Construction Document Finalization

3.3.3 Construction Mobilization

3.3.4 Construction Phase w/Milestones

3.3.5 Project Close-Out/Demobilization

3.3.6 The Progress Schedule shall include dates for commencement and completion of the various stages of design and construction and shall be revised as required by the conditions of the Work, subject to approval by the County. The Progress Schedule shall be updated monthly based upon the actual percentage of the Project completed and submitted to the County as part of each pay request.

3.3.7 The Design-Build Firm shall pay all royalties and license fees for materials, methods and systems incorporated in the Work. The Design-Build Firm shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof except when a particular design process or product is specified by the County. In such case, the Design-Build Firm shall be responsible for such loss only if it has reason to believe that the design, process or product so specified is an infringement of a patent and fails to provide such information to the County.

Article 4. CONTRACT PRICE

4.1 The County shall pay, and the Design-Build Firm shall accept, as full and complete compensation for all of the Work required herein, the fixed sum of \$One Million Nine Hundred Fifty-One Thousand Five Hundred & Seventy-Five Dollars & 20/100 Dollars (\$1,951,575.20). The amount set forth in this Paragraph 4.1 shall constitute the Contract Price, including all costs, expenses and fees related to completion of the Project, and shall not be modified except as otherwise provided in this Agreement.

4.2 Within ten (10) calendar days of the Effective Date of this Agreement, the Design-Build Firm shall submit to the County for review and approval a Schedule of Values allocating the Contract Price to the various phases of the Work. The Design-Build Firm's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require to substantiate its accuracy. The Design-Build Firm shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Design-Build Firm shall constitute a material breach of this Agreement. The Schedule of Values shall be used only as a basis for the Design-Build Firm's request for payment ("Application for Payment") and shall only constitute such basis after it has been agreed upon in writing by the County. The County may terminate this Agreement without liability of any kind if the Schedule of Values is not agreed upon within twenty-five (25) calendar days of the effective date hereof.

4.3 Payment Procedure. The County shall pay the Contract Price to the Design-Build Firm as provided below.

4.3.1 Progress Payments. The Design-Build Firm may submit to the County a request for payment ("Application for Payment") for Work completed the 25th day of

each month after commencement of the Work. The Application for Payment shall include such detail, together with supporting evidence, as may be required by the County. Such Application for Payment shall be signed by the Design-Build Firm and shall constitute the Design-Build Firm's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Agreement, and that the Design-Build Firm knows of no reason why payment should not be made as requested. Thereafter, the County will 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 Agreement. The County shall determine and certify the amount properly owing to the Design-Build Firm. The County shall make partial payments on account of the Contract Price within twenty five (25) business days following receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the County less such amounts, if any, otherwise owing by the Design-Build Firm to the County or which the County shall have the right to withhold as authorized by this Agreement. The County's certification of the Design-Build Firm's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 4.4 herein below.

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

4.3.3 The Design-Build Firm shall promptly pay each Subcontractor of the amount paid to the Design-Build Firm on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Design-Build Firm has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty, to issue future checks in payment to the Design-Build Firm of amounts otherwise due hereunder naming the Design-Build Firm and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, 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 County to repeat the procedure in the future.

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

4.4 Withheld Payment. The County may decline to make payment, may withhold funds in whole or in part, and, if necessary, may demand the return of some or all of the amounts previously paid to the Design-Build Firm, to protect the County from loss because of:

- a. defective Work not remedied by the Design-Build Firm nor, in the opinion of the County, likely to be remedied by the Design-Build Firm;

- b. claims filed or reasonable evidence indicating probable filing of claims by other parties against the County, the County's property or the Design-Build Firm;
- c. failure by the Design-Build Firm 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 this Agreement for the unpaid balance of the Contract Price;
- e. evidence that the Work will not be completed in the time required for Substantial or Final completion;
- f. persistent failure to carry out the Work in accordance with this Agreement;
- g. damage to the County or a third party to whom the County is, or may be, liable;
- h. Liquidated damages as provided elsewhere in this Agreement;
- i. As-built drawings not being in a current and acceptable state.

In the event that the County makes written demand upon the Design-Build Firm for amounts previously paid by the County as contemplated in this Paragraph 4.4, the Design-Build Firm shall promptly comply with such demand. When the above grounds are removed or resolved, or the Design-Build Firm provides a surety bond or consent of surety to protect the County in the amount withheld, satisfactory to the County, payment may be made in whole or in part, as applicable.

4.5 Unexcused Failure to Pay. If within twenty five (25) business days after the date established herein for payment to the Design-Build Firm by the County, the County, without cause or basis hereunder, fails to pay the Design-Build Firm any amount then due and payable to the Design-Build Firm, then the Design-Build Firm may after seven (7) additional days provide written notice to the County, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within twenty five (25) business days after the date due shall bear interest at the rate of twelve (12%) percent per annum.

4.6 Retainage. Ten percent (10%) of all monies earned by the Design-Build Firm shall be retained by the County until Final Completion and acceptance by the County in accordance with Paragraph 4.8 hereof, except that after fifty percent (50%) of the Project has been completed, the County shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety (90%) of the Work has been completed, the County may reduce the retainage to two and one-half percent (2 ½%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage below five percent (5%) shall be at the sole discretion of the County and the Design-Build Firm shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of the County.

4.7 Substantial Completion.

4.7.1 When the Design-Build Firm believes the work is substantially complete, the Design-Build Firm shall submit to the County a list of items to be completed or corrected. When the County on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which

shall establish the Substantial Completion Date, shall state the responsibilities of the County and the Design-Build Firm for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Design-Build Firm shall complete the items listed therein. Guarantees required by this Agreement shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Design-Build Firm for their written acceptance of the responsibilities assigned to them in such Certificate.

4.7.2 Upon Substantial Completion of the Work, and execution by both the County and the Design-Build Firm of the Certificate of Substantial Completion, and upon delivery to the County appropriate releases and waivers of claims and liens from all Subcontractors and material-men of the Agreement for Work performed and/or materials delivered for the Project to the date of Substantial Completion, the County shall pay the Design-Build Firm an amount sufficient to increase total payments to the Design-Build Firm to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the County all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

4.8 Final Completion, Acceptance and Final Payment

4.8.1 Upon receipt of written notice from the Design-Build Firm that the Project is ready for final inspection, the County, within seven (7) consecutive calendar days, shall make an inspection thereof. If the County finds that the Work is complete in full accordance with the Contract Documents and that this Agreement has been fully performed, the County will issue a Final Certificate for Payment. In the event that it is necessary to repeat final inspection of the Work, the Design-Build Firm shall bear the cost of such repeated final inspection(s), which cost may be deducted by the County from the Design-Build Firm's final payment. Final Payment shall not be made until the Project is inspected and accepted by the County and all other Authorities having jurisdiction under Florida Laws or regulations, as applicable.

4.8.2 The Design-Build Firm shall not be entitled to final payment unless and until it submits to the County an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and liens from all subcontractors of the Design-Build Firm and of any and all other parties required by the County; consent of surety, if any, to final payment.

4.8.3 The County shall make final payment of all sums due the Design-Build Firm within twenty-five (25) business days of the County's execution of a final Certificate for Payment.

4.8.4 Acceptance of final payment shall constitute a waiver of all claims against the County by the Design-Build Firm except for those claims previously made in writing against the County by the Design-Build Firm, pending at the time of final payment, and identified in writing by the Design-Build Firm as unsettled at the time of its request for final payment.

Article 5. **BONDS**

5.1 The Design-Build Firm shall provide Public Construction Bond, in the form prescribed in Exhibit B, in the amount of one hundred percent (100%) of the Contract Price, the costs of which shall be paid by the Design-Build Firm. The Public Construction Bond shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided however, the surety shall be rated as "A"-(excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed (2%) of the reported policyholders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York, 10038.

5.2 If the surety for any bond furnished by the Design-Build Firm is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the Design-Build Firm shall, within five (5) calendar days thereafter substitute another bond and surety, both of which shall be subject to the County's approval. Failure by the Design-Build Firm to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Agreement.

5.3 In accordance with § 255.05 of the Florida Statutes, the Design-Build Firm shall be required to execute and record the Performance and Payment Bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it.

Article 6. CONTACT TIME AND LIQUIDATED DAMAGES

6.1 Time is of the essence in the performance of the Work described herein. The Design-Build Firm shall commence the Work within ten (10) calendar days from the date the County issues a written Notice to Proceed ("Commencement Date"). The Work shall be substantially completed within Two Hundred & Forty (240) consecutive calendar days from the Commencement Date, and shall be fully completed and deemed ready by the County for Final Completion within Thirty (30) consecutive calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of Final Completion totaling Two Hundred & Seventy (270) consecutive calendar days.

6.2 The County and the Design-Build Firm recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not fully completed and deemed ready for Final Completion within the time specified. Should the Design-Build Firm fail to achieve Final Completion within the time specified above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of \$1,423.00 per day for each calendar day of unexcused delay until Final Completion is achieved.

6.3 The Design-Build Firm hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Design-Build Firm fails to fully complete the Work in a timely manner as provided herein.

6.4 When any period of time is referenced to by day herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday of legal holiday.

Article 7. COUNTY'S RIGHTS AND RESPONSIBILITIES

7.1 Upon execution of this Agreement, the County will furnish to the Design-Build Firm any written and tangible materials in its possession concerning conditions below ground at the site of the Project. Such written and tangible materials are furnished to the Design-Build Firm only in order to make complete disclosure of such materials and for no other purpose. By furnishing such materials, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County 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.

7.2 With the exception of any permits and fees normally the responsibility of the Design-Build Firm, the County will obtain all approvals, easements, and the like required for construction of the Project.

7.3 The County will furnish the Design-Build Firm, free of charge, five (5) copies of the Contract Documents for performance of the Work. The Design-Build Firm will be charged, and shall pay the County the cost of reproduction for each additional set of Contract Documents requested.

7.4 The County will provide access to and make all provisions for the Design-Build Firm to enter upon public property as required for the Design-Build Firm to perform the Work described herein.

7.5 Right to Stop Work. If, as deemed by the County, the Design-Build Firm persistently fails or refuses to perform the Work in accordance with the Contract Documents, the County may order the Design-Build Firm to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County directs that Work be resumed. In such event, the Design-Build Firm shall immediately comply with such directive.

7.6 Right to Perform Work. In the event the County stops the Work as described herein, and the Design-Build Firm fails to, within seven (7) calendar days of that time, provide adequate assurance to the County that the cause of such stoppage is eliminated or corrected, then the County may, without prejudice to any other rights or remedies the County may have against the Design-Build Firm, proceed to perform the Work. Under such circumstances, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting deficiencies in the Work, plus compensation for any additional services and expenses necessitated thereby. If the unpaid portion of the Contract Price is insufficient to cover the amount due the County, the Design-Build Firm shall pay the difference to the County.

Article 8. DESIGN-BUILD FIRM'S RIGHTS AND RESPONSIBILITIES

8.1 The Design-Build Firm 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 County of any inconsistency, ambiguity, error or omission that the Design-Build Firm may discover with respect to such documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, the Shop Drawings and the Product Data shall not relieve the Design-Build Firm of the continuing duties imposed herein, nor shall such approval be evidence of the Design-Build Firm's compliance with this Agreement. By execution of this Agreement, the Design-Build Firm 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 Design-Build Firm has not, does not and will not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.

8.2 The Design-Build Firm shall perform the Work strictly in accordance with the Contract Documents.

8.3 The Design-Build Firm shall supervise and direct the Work using the Design-Build Firm's best skill, effort and attention. The Design-Build Firm shall be responsible to the County for any and all acts or omissions of the Design-Build Firm, its employees and others engaged in the Work on behalf of the Design-Build Firm.

8.4 Warranty. The Design-Build Firm warrants to the County that all labor furnished to complete the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, and that materials and equipment furnished will be of good quality, free from faults and defects and in strict conformance with the Contract Documents. This warranty shall survive termination of this Agreement and shall not be affected by Final Payment hereunder. All work not conforming to these requirements may be considered defective.

8.5 Design-Build Firm shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Design-Build Firm 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.

8.5 Supervision. The Design-Build Firm shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Design-Build Firm to the contrary, the superintendent shall be deemed the Design-Build Firm's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or the Engineer.

8.6 Key supervisory personnel assigned by the Design-Build Firm to this Project are as follows:

Name	Function
_____	_____

So long as the individuals named above remain actively employed or retained by the Design-Build Firm, they shall perform the functions indicated next to their names unless the County 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 Design-Build Firm shall be bound by the provisions of this Sub-Article 8.6 as though such individuals have been listed above.

8.7 The Design-Build Firm, within fifteen (15) days of commencing the Work, shall submit to the County, the Design-Build Firm's schedule for completing the Work. The Design-Build Firm'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 such revision shall be furnished to the County. Failure by the Design-Build Firm to strictly comply with the provisions of this Paragraph 8.7 shall constitute a material breach of this Agreement.

8.8 The Design-Build Firm shall continuously maintain at the site, for the benefit of the County, one record copy of this Agreement marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Design-Build Firm shall maintain at the site for the County approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the County.

8.9 Shop Drawings, Product Data and Samples

8.9.1 Shop Drawings, Product Data, Samples and other submittals from the Design-Build Firm do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Design-Build Firm intends to implement the Work in conformance with information received from the Contract Documents. All Shop Drawings, Product Data, Samples and other submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

8.10 Cleaning the Site and the Project. The Design-Build Firm shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Design-Build Firm shall clean the site and the Project and remove all waste, together with all of the Design-Build Firm's property therefrom and restore the site to pre-construction condition.

8.11 Access to Work. The County shall have access to the Work at all times from commencement of the Work through Final Completion. The Design-Build Firm shall take whatever steps necessary to provide access when requested.

8.12 Indemnity. The Design-Build Firm shall indemnify and hold harmless the County, its officers, employees, agents and representatives 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 Agreement. It is specifically noted that such liability, claims, damages, losses or expenses include 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 Design-Build Firm, a Subcontractors, or anyone directly, or indirectly employed by them, or anyone for whose acts the Design-Build Firm or Subcontractors may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

8.12.1 Design-Build Firm hereby acknowledges the receipt of ten dollars and other goods and valuable consideration from the County which has been paid to him as specific consideration for the indemnification provided herein.

8.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Design-Build Firm, a Subcontractors, 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 Design-Build Firm or a Subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

8.13 Safety

8.13.1 The Design-Build Firm shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract.

8.13.2 The Design-Build Firm shall designate a member of the onsite construction team whose duty shall be the prevention of accidents. Unless otherwise designated in writing by the Design-Build Firm to the County and the Engineer, this person shall be the Design-Build Firm's Superintendent.

Article 9. **CONTRACT ADMINISTRATION**

9.1 The Engineer.

9.1.1 The Design-Build Engineer for this project is CPH, Inc. In the event the County should find it necessary or convenient to replace the Design-Build Engineer, the status of the replacement Design-Build Engineer shall be that of the former Design-Build Engineer.

9.2 Engineer's Administration

9.2.1 The Design-Build Engineer, unless otherwise directed by the County in writing, will perform those duties and discharge those responsibilities allocated to the Design-Build Engineer as set forth in this Agreement. The Engineer shall be the County's representative from the Effective Date of this Agreement until final payment has been made. The Engineer shall be authorized to act on behalf of the County only to the extent provided in this Agreement.

9.2.2. The County Engineering and the Design-Build Firm Engineer shall communicate with each other in the first instance through the Design-Build Project Manager.

9.2.3 The Design-Build Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Design-Build Firm. The Design-Build Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Design-Build Firm.

9.2.4 The Design-Build Engineer will review the Design-Build Firm's Applications for Payment and will certify to the County Engineer for payment to the Design-Build Firm, those amounts then due the Design-Build Firm as provided in this Agreement.

9.2.5 The County Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Agreement. If the County Engineer deems it necessary or advisable, the County Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Design-Build Firm's expense.

9.2.6 The Design-Build Engineer will review and approve, or take other appropriate action as necessary, concerning the Design-Build Firm's submittals including Shop Drawings, 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.

9.2.7 The Design-Build Project Manager will prepare Change Orders and may authorize minor changes in the Work by field Order as provided elsewhere herein.

9.2.8 The County Engineer shall, upon written request from the Design-Build Firm, conduct inspections to determine the date of Substantial Completion and the date of Final Completion. The Design-Build Project Manager will receive and forward to the County Engineer for the County's review and records, written warranties and related documents required by this Agreement and will issue a final Certificate for Payment upon compliance with the requirements of this Agreement.

9.2.9 The County Engineer's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

9.3 Claims by the Design-Build Firm

9.3.1 All Design-Build Firm claims shall be initiated by written notice and claim to the County Engineer and the Design-Build Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

9.3.2. Pending final resolution of any claim of the Design-Build Firm, the Design-Build Firm shall diligently proceed with performance of this Agreement and the County shall continue to make payments to the Design-Build Firm in accordance with this Agreement. The resolution of any claim under this Paragraph 9.3 shall be reflected by a Change Order executed by the County, and the Design-Build Firm.

9.3.3 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 Agreement, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, wherein the Contract Documents or Standard Construction industry practice have not placed the responsibility of discovering such concealed and unknown conditions upon the Design-Build Firm prior to the Design-Build Firm 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 County having any liability to the Design-Build Firm for concealed or unknown conditions, the Design-Build must give the County and the County Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Design-Build Firm to make the written notice and claim as provided in this Sub-Article shall constitute a waiver by the Design-Build Firm of any claim arising out of or relating to such concealed or unknown condition.

9.3.4 Claims for Additional Costs. If the Design-Build Firm wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the County therefore, the Design-Build Firm shall give the County Engineer 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 Design-Build Firm before proceeding to execute any additional or changed Work. The failure by the Design-Build Firm to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

9.3.4.2 The County shall not be liable to the Design-Build Firm for claims of third parties, including Subcontractors, unless and until liability of the Design-Build Firm has been established therefore in a court of competent jurisdiction.

9.3.5 Claims for Additional Time. If the Design-Build Firm 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 County or someone acting in the County'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 Design-Build Firm's control, then the date for achieving Substantial Completion of the work shall be extended upon the written notice and claim of the Design-Build Firm to the County Engineer and the Design-Build Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Design-Build Firm shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claims and shall set forth in detail the Design-Build Firm's basis for requiring additional time in which to complete the Project. In the event the delay to the

Design-Build Firm is a continuing one, only one notice and claim for additional time shall be necessary. If the Design-Build Firm fails to make such claims as required in this Sub-Article, any claim for an extension shall be waived. This paragraph shall not be deemed to waive any damage for delay that is covered by insurance.

9.3.5.1 Delays and Extensions of Time. An extension of Contract Time will not be given due to weather conditions unless such weather conditions (wind and rain) for any 30 day period are, on the average for that 30 days, more severe than average for the same 30 days for the previous ten years, and caused delay. In requesting extensions of time for weather conditions, Design-Build Firm shall present complete records and averages referred to above, and such requests shall document how weather conditions delays progress of the Work.

9.4 Field Orders

9.4.1 The Design-Build Project Manager 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 Design-Build Firm. The Design-Build Firm shall carry out such Field Orders promptly.

Article 10. **SUBCONTRACTORS**

10.1 Definition

10.1.1 A Subcontractor is an entity which has a direct contract with the Design-Build Firm to perform a portion of the Work.

10.2 Award of Subcontracts

10.2.1 Upon execution of the Design-Build Firm, the Design-Build Firm shall furnish to the County, in writing, the names of persons or entities proposed by the Design-Build Firm to act as a Subcontractors on the Project. The County shall promptly reply to the Design-Build Firm, in writing, stating any objections the County may have to such proposed Subcontractors. The Design-Build Firm shall not enter into a contract with a proposed Subcontractor with reference to whom the County has made timely objection.

10.2.2 All subcontracts shall afford the Design-Build Firm rights against the Subcontractors which correspond to those rights afforded to the County against the Design-Build Firm herein.

Article 11. **CHANGES IN THE WORK**

11.1 Changes Permitted

11.1.1 Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

11.1.2 Changes in the Work shall be performed under applicable provisions of this Agreement and the Design-Build Firm shall proceed promptly with such changes.

11.2 Change Order Defined

11.2.1 Change Order shall mean a written order to the Design-Build Firm executed by the County and the Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

11.3 Changes in the Contract Price

11.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Design-Build Firm 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 Design-Build Firm's execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Design-Build Firm, then, as provided in Sub-Article 11.3.2 below.

11.3.2 If no mutual agreement occurs between the County and the Design-Build Firm as contemplated in Sub-Article 11.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer 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 Design-Build Firm shall present, in such form and with such content as the County or the Engineer 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 pre-existing agreement or by custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Design-Build Firm or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by Design-Build Firm, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Design-Build Firm's home office or other non-job site overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Design-Build Firm on the Engineer's Certificate for Payment.

11.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the County or to the Design-Build Firm, the applicable unit prices shall be equitably adjusted.

11.4 Minor Changes

11.4.1 The Engineer 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 Agreement. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Design-Build Firm. The Design-Build Firm shall promptly carry out such written Field Orders.

11.5 Effect of Executed Change Order

11.5.1 The execution of a Change Order by the Design-Build Firm shall constitute conclusive evidence of the Design-Build Firm's agreement to the ordered changes in the Work, this Agreement as thus amended, the Contract Price and the Contract Time. The Design-Build Firm, by executing the Change Order, waives and forever releases any claim against the County 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.

11.6 Notice to Surety; Consent

11.6.1 The Design-Build Firm shall notify and obtain the timely consent and approval of the Design-Build Firm's surety with reference to all Change Orders if such notice, consent or approval is required by the Design-Build Firm's surety or by law. The Design-Build Firm's execution of the Change Order shall constitute the Design-Build Firm's warranty to the County 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 12. UNCOVERING AND CORRECTING WORK

12.1 Uncovering Work

12.1.1 If any of the work is covered contrary to the Engineer's request or to any provisions of this Agreement, it shall, if required by the Engineer or the County, be uncovered for the Engineer's inspection and shall be properly replaced at the Design-Build Firm's expense without change in the Contract Time.

12.1.2 If any of the Work is covered in a manner not described in Sub-Article 12.1.1 above, it shall, if required by the Engineer or County, be uncovered for the Engineer's inspection. If such Work conforms strictly with this Agreement, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform with this Agreement, the Design-Build Firm shall pay the costs of uncovering and proper replacement.

12.2 Correcting Work

12.2.1 The Design-Build Firm shall immediately proceed to correct Work rejected by the Engineer as defective or failing to conform to this Agreement. The Design-Build Firm shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Engineer's services and expenses made necessary thereby.

12.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Agreement, the Design-Build Firm shall correct it within 7 days at Design-Build Firm's expense upon receipt of written notice from the County. This obligation shall survive final payment by the County and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one 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.

12.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Design-Build Firm has under this Agreement. Establishment of the one year time period in Sub-Article 11.2.2 relates only to the duty of the Design-Build Firm 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.

12.3 County May Accept Defective or Nonconforming Work

12.3.1 If the County chooses to accept defective or nonconforming Work, the County may do so. In such event, 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 as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, the Design-Build Firm shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

Article 13. **CONTRACT TERMINATION**

13.1 Termination by the Design-Build Firm

13.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Design-Build Firm or any person or entity working directly or indirectly for the Design-Build Firm, the Design-Build Firm may, upon ten (10) days' written notice to the County and the Engineer, terminate performance under this Agreement and recover from the County payment for the actual reasonable expenditures of the Design-Build Firm (as limited in Sub-Article 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.

13.1.2 If the County shall persistently or repeatedly fail to perform any material obligation to the Design-Build Firm for a period of fifteen (15) days after receiving written notice from the Design-Build Firm of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Design-Build Firm may terminate performance under this Agreement by written notice to the Engineer and the County. In such event, the Design-Build Firm shall be entitled to recover from the County as though the County had terminated the Design-Build Firm's performance under this Agreement for convenience pursuant to Sub-Article 13.2.1 hereunder.

13.2 Termination by the County

13.2.1 For Convenience

13.2.1.1 The County may for any reason whatsoever terminate performance under this Agreement by the Design-Build Firm for convenience. The County shall give written notice of such termination to the Design-Build Firm specifying when termination becomes effective.

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

13.2.1.3 The Design-Build Firm shall transfer title and deliver to the County such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Design-Build Firm has.

13.2.1.4 (a) The Design-Build Firm shall submit a termination claim to the County and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Design-Build Firm fails to file a termination claim within one (1) year from the effective date of termination, the County shall pay the Design-Build Firm, an amount derived in accordance with Sub-Article (c) below.

(b) The County and the Design-Build Firm may agree to the compensation, if any, due to the Design-Build Firm hereunder.

(c) Absent agreement to the amount due to the Design-Build Firm, the County shall pay the Design-Build Firm the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Agreement.

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the work prior to termination, and not included in (i) or (ii), and in terminating the Design-Build Firm'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 Design-Build Firm would have not profited or would have sustained a loss if the entire Contract would have 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;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Sub-Article 13.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Design-Build Firm under this Sub-Article 13.2.1 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.

13.2.2 For Cause

13.2.2.1 If the Design-Build Firm 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 either a substantial violation, or a material provision of this Agreement, then the County may by written notice to the Design-Build Firm, without prejudice to any other right or remedy, terminate the employment of the Design-Build Firm and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Design-Build Firm and may finish the Work by whatever methods it may deem expedient. In such case, the Design-Build Firm shall not be entitled to receive any further payment until the Work is finished.

13.2.2.2 If the unpaid balance of the Contract Price less any liquidated damages due under this Agreement exceeds the cost of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, such excess shall be paid to the Design-Build Firm. If such cost exceeds the unpaid balance, the Design-Build Firm shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

13.2.2.3 In the event the employment of the Design-Build Firm is terminated by the County for cause pursuant to Sub-Article 13.2.2 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 Sub-Article 13.2.1 and the provisions of Sub-Article 13.2.1 shall apply.

Article 14. **INSURANCE**

14.1 The DESIGN-BUILD FIRM shall not commence work under this Agreement until it has obtained all insurance required under this article and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The DESIGN-BUILD FIRM shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the DESIGN-BUILD FIRM has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve

the DESIGN-BUILD FIRM of its liability and obligations under this Agreement.
Certificate Holder Address:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

14.2 Insurance Requirements - Standard Contract for Service

14.2.1 The DESIGN-BUILD FIRM shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the DESIGN-BUILD FIRM from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the DESIGN-BUILD FIRM or by anyone directly employed by or contracting with the DESIGN-BUILD FIRM.

14.2.2 The DESIGN-BUILD FIRM shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000.00 combined single limit for bodily injury and property damage liability to protect the DESIGN-BUILD FIRM from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the DESIGN-BUILD FIRM or by anyone directly or indirectly employed by a DESIGN-BUILD FIRM.

14.2.3 The DESIGN-BUILD FIRM shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

14.2.4 The DESIGN-BUILD FIRM shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

14.2.5 The DESIGN-BUILD FIRM shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

14.2.6 INSTALLATION FLOATER

An Installation Floater will be provided by the DESIGN-BUILD FIRM.

- a) Installation Floater - shall be written on a Special Covered Cause of Loss Form for 100% of the contract value to include theft, faulty workmanship, labor costs to repair damaged work, flood and earthquake.
- b) Deletion declaration of any coinsurance provisions is required; any exclusions for underground exposures shall be deleted.
- c) Deductible – the maximum deductible allowable under this coverage is \$10,000 per claim.

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

Article 15. MISCELLANEOUS

15.1 Governing Law/Venue. This Agreement shall be governed and construed according to 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.

15.2 Successors and Assigns. The County and Design-Build Firm 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 Agreement. The Design-Build Firm shall not assign this Agreement without written consent of the County.

15.3 Surety Bonds. The Design-Build Firm shall furnish a separate Public Construction Bond to the County. Such bond shall set forth a penal sum in an amount not less than the Contract Price. The bond furnished by the Design-Build Firm shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bond. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Design-Build Firm, the penal sum of the bond shall be deemed increased by like amount. The Public Construction Bond furnished by the Design-Build Firm shall be in form suitable to the County and shall be executed by a surety, or sureties, reasonably suitable to the County.

15.4 Safety of Persons and Property. When existing utility lines shown on the Drawings are to be removed or relocated, the Design-Build Firm 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 Design-Build Firm damages any existing utility line not shown on the Drawings, the location of which is not known to the Design-Build Firm, report thereof shall be made immediately to the Engineer.

15.5 Locations of existing utility lines shown on the Drawings are based on best information available to the Engineer, but shall not be considered exact either as to location or number of such lines. To the extent that a Design-Build Firm knows, or is aware of one or more utility lines not shown on the Drawings, the Design-Build Firm shall notify the Engineer, so that such utility lines may be added to the Drawings.

15.6 Design-Build Firm 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 Design-Build Firm's operations shall be repaired at no cost to the County.

15.7 Unless exempted or excluded by Federal law, or exempted or excluded by one or more applicable provisions State law (including an applicable provision of the Florida Public Records Law (Chapter 119, Florida Statutes, as revised from time-to-time), then this Agreement, and any attached and incorporated Exhibits and/or Attachments shall be considered public records and subject to disclosure.

15.8 To the extent necessary to satisfactorily perform and complete the terms, provisions, conditions, and obligations set forth in this Agreement, the Design-Build Firm shall adhere to, and comply with all applicable Federal, State, and local laws, rules, and regulations.

15.9 If any word, phrase, sentence, part, subsection, section, or other portion of this Contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force, and effect.

Article 16. EQUAL EMPLOYMENT OPPORTUNITY

16.1 Design-Build Firm's Employment Opportunity

16.1.1 The Design-Build Firm and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Design-Build Firm 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 Design-Build Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

Article 17. APPRENTICESHIP LAW REQUIREMENTS

17.1 Apprenticeship Law (Chapter 446, Florida Statutes)

17.1.1 The Design-Build Firm 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 apprentice or trainee to every five journeymen.

17.1.2 The Design-Build Firm shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four, assure that 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.

17.1.3 The Design-Build Firm, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet

requirements of Sub-Articles a. and b. However, on-the-job-training programs shall only be established in non-apprenticeable trades or occupations to meet the requirements of this section.

17.1.4 The Design-Build Firm agrees to return records of employment, by trade, of the number of apprentices or trainees, 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 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.

17.1.5 The Design-Build Firm agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three months intervals, a statement describing steps taken toward making a 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.

17.1.6 The Design-Build Firm agrees to insert in any subcontract under this Agreement the requirements contained in this section. The term "Design-Build Firm" as used in such clauses and any Subcontract shall mean the Subcontractors.

17.1.7 Anything herein to the contrary notwithstanding, Design-Build Firm 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

Article 18. **PUBLIC RECORDS**

18.1 The access to, cost of reproduction, disclosure, non-disclosure and exemption of records, data, documents, and/or materials associated with this Agreement 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.

18.2 As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Design-Build Firm 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 Local, State, or Federal law.

Contract No.: _____

Owner

St. Johns County (Seal)
(Typed Name)

By: _____
Signature

Printed Name & Title

Date of Execution

Cheryl Strickland, Clerk of Courts

By:
Deputy Clerk

Date of Execution

Legally Sufficient:

Assistant County Attorney

Date: _____

Contractor

Masci Corporation (Seal)
(Typed Name)

By: _____
Signature

Printed Name & Title

Date of Execution

**ADVERTISEMENT
DESIGN BUILD PROJECT
(PROCUREMENT METHOD-LOW BID TECHNICALLY ACCEPTABLE)**

ST. JOHNS COUNTY
Board of County Commissioners
500 San Sebastian View
St. Augustine, Florida 32084

PROCUREMENT NUMBER: Request for Proposal (RFP) 13-45

PROJECT NAME AND DESCRIPTION:

The St. Johns County Board of County Commissioners has issued this Request for Proposal (RFP) to solicit competitive bids and proposals for Design-Build services. The project shall include but not be limited to finalizing design drawings and permitting services, installation of the water main and ancillary items, testing, restoration, and project documentation such as as-builts. The project generally includes the construction of PVC water main along the south side of SR 16 from Verona Way to the Turning Point Church, which will be done in two sections. The Contractor shall be responsible for furnishing and installing the proposed water main with all ancillary items contained within in the plans and specifications. The project shall include but not be limited to installation of the water main and ancillary items, all testing, restoration, and project documentation.

QUALIFICATIONS: The Design-Build team shall consist of design and construction professionals with the following qualifications that meet or exceed the technical qualification requirements of Florida Statue 287.055 (2) (h) Design-Build 1. Contractor services and 2. for Engineering services, based on the applicable category of the project, must be satisfied.

The Design Build primary team members (Design Firm & Contractor) shall have each successfully completed a minimum of two (2) projects of the scope and dollar value of that being proposed in the past five (5) years and meet the minimum qualifications as stated above. Interested firms are highly encouraged to visit the site prior to the Pre-Proposal Conference to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

The Contractor and the Design Professionals cannot be a member of more than one team responding to this Bid. The secondary members of the design build team cannot change, after contract award, without written approval of the designated County Project Manager. A professional firm shall not submit a proposal for any contract administration services, either as a Prime or a Sub, for a Design Build contract for which the same firm or its affiliate is the Engineer of Record (EOR) or is Sub to the EOR.

ACTUAL COMMITMENT AND FINAL EXECUTION OF THIS CONTRACT IS CONTINGENT UPON AN APPROVAL OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND AVAILABILITY OF FUNDS.

SELECTION PROCEDURE: LOW BID TECHNICALLY ACCEPTABLE

RESPONSE PROCEDURE:

Firms interested should request RFP #13-45 packages via email request to Sharon Haluska, St. Johns Co. Purchasing Dept at shaluska@sjcfl.us. (904) 209-0156 by providing full company name, address, phone #, primary contact name & email address. Package request forms may be available by calling Onvia, Inc. at 800-711-1712 and requesting **Document #13-45** and some packages may be downloaded from the Internet. Check the agency's site for download availability and any applicable fees. Vendors registered with Onvia, Inc. can download most packages at no cost from their web site – www.demandstar.com.

Bid openings and public meetings will be held at locations noted on the Schedule (Calendar) of Events.

PROTEST RIGHTS/PROCEDURES:

Any firm affected adversely by an intended decision with respect to the award of any proposal, 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 RFQ Tabulation. Protest procedures may be obtained in the Purchasing Department. Any protests must be filed prior to expiration of the time period and followed up in writing within five (5) calendar days.

“In the event that a Contract/Agreement is Attached to the RFP, such Attached Contract/Agreement is For Discussion Purposes Only, and Not Necessarily Reflective of any Contract That May Be Ultimately Entered into By the County. In the event that a Contract/Agreement is Not Attached to the RFP, it is expressly understood that the Board of County Commissioner’s (Board’s) preference/selection of any Proposal does not constitute an award of a Contract/Agreement with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer’s Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no Proposer (whether selected or not) may seek or claim any award and/or re-imburement from the County for any expenses, costs, and/or fees (including attorney’s fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorney’s fees) are the sole responsibility of the Proposer. By submitting a Proposal, a Proposer agrees to be bound by these terms and provisions of the RFP.”

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.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to the firm whose proposals best serve the interests of St. Johns County.

DUE DATE FOR BID PROPOSALS WITH TECHNICAL PROPOSALS:

All Submittal packages containing BOTH the Bid Price Proposal and Technical Proposal are due to be received no later than **2:00 p.m. (EST), Thursday, August 29, 2013 in the St. Johns County Purchasing Dept., located in the St. Johns County Administration Bldg located at 500 San Sebastian View, St. Augustine, FL 32084 (Main Phone # (904) 209-0150).** No submittal packages will be accepted after the 2:00 p.m. deadline.

MANDATORY PRE-PROPOSAL MEETING:

A Mandatory Pre-Proposal Meeting will be held **on Monday, August 5, 2013 at 3:00 p.m.** at the St. Johns County Utility Dept located at 1205 State Road 16, St. Augustine, FL 32084. Failure to attend and sign in at this meeting will result in rejection of your RFP. Meeting doors will close promptly at **3:00 p.m.** Anyone arriving after the doors have closed will not be allowed admittance to the meeting. It is the firm’s responsibility for timely arrival.

TECHNICAL QUESTIONS SHOULD BE ADDRESSED TO:

All questions or inquiries related to this RFP must be submitted **in writing** to Sharon Haluska, Contracts Manager, St. Johns County Purchasing Dept. via fax at (904) 209-0157 or email to shaluska@sjcfl.us and must be received **no later than 4:00 P.M., Thursday, August 15, 2013.** **Do not** contact any other St. Johns County Staff member with questions or inquiries. All inquires will be routed by St. Johns County Purchasing Dept to the appropriate staff member for response.

SELECTION PROCEDURE:

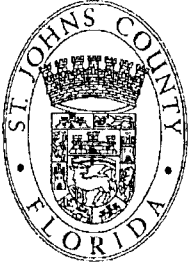
Firms shall submit a bid proposal and a technical proposal. Price proposals will be opened and the technical proposal of the lowest bidder shall be evaluated by the St. Johns County Technical Review Committee to determine if it is responsive and responsible. If the proposal is deemed non-responsive or non responsible, the technical proposal of the next lowest bidder will be evaluated. The County shall reserve the right to reject any and all proposals and waive minor proposal irregularities.

The County shall determine the relative ability of the proposer to perform the services required for this project based on the criteria set forth in the Request for Proposal (RFP) Technical Proposal Requirements.

Selection results will be posted on DemandStar at the indicated date and time indicated in RFP Schedule (Calendar) of Events.

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

BY: _____
Deputy Clerk



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

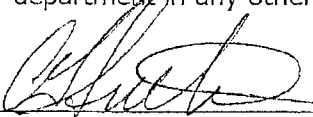
INTEROFFICE MEMORANDUM

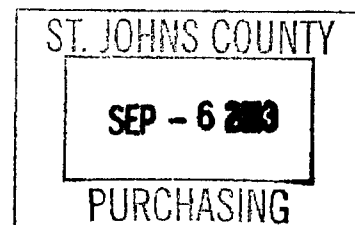
TO: Gordon Smith, Utility Manger
FROM: Sharon Haluska, Contracts Manager
SUBJECT: RFQ 13-45 – Design/Build State Road 16 Water Main Interconnect
DATE: September 5, 2013

Attached please find a copy of the Bid Tabulation and Technical Proposal Review Summary Sheet for your file as recorded and verified at the Bid opening on 8/29/13 and the Technical Proposal Review Meeting held earlier today.

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 to my attention as soon as possible.

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

Dept. Approval 
Date 9/5/13
Budget Amount \$2,737,235.00
Account Funding Title SR16 WM Interconnect
Funding Charge Code 4488-56302-6168-56306
Award to Masci Corporation
Award Amount ~~\$1,961,575.20~~ \$1,951,575.00 *SH*
(Use additional sheet/s as needed)



**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE Design/Build State Road 16 Water Main Interconnect **OPENED BY** SHARON HALUSKA

BID NUMBER RFQ 13-45 **TABULATED BY** LEIGH DANIELS

OPENING DATE/TIME August 29, 2013 2:00 PM **VERIFIED BY**

POSTING DATE/TIME 08/29/13 3:00 PM **FROM** 08/29/13 3:00 PM **UNTIL** 09/04/13 3:00 PM

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 EVENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

BIDDERS	TOTAL LUMP SUM BASE BID	TESTING ALLOWANCE	TOTAL BID PRICE	BID BOND	ADDENDUM #1	ADDENDUM #2	ATTENDED MANDATORY PRE- PROPOSAL MEETING
MASCI CORPORATION	\$1,951,575.20	\$10,000.00	\$1,961,575.20	YES	YES	YES	YES
TB LANDMARK CONSTRUCTION	\$2,074,833.00	\$10,000.00	\$2,084,833.00	YES	YES	YES	YES
J.B. COXWELL CONTRACTING	\$1,988,978.00	\$10,000.00	\$1,998,978.00	YES	YES	YES	YES
CALLAWAY CONTRACTING	\$2,239,883.98	\$10,000.00	\$2,249,883.98	YES	YES	YES	YES
PETTICOAT SCHMITT CIVIL CONTRACTORS	\$2,062,100.00	\$10,000.00	\$2,072,100.00	YES	YES	YES	YES
GARNEY COMPANIES	\$2,028,900.00	\$10,000.00	\$2,038,900.00	YES	YES	YES	YES

RFP 13-45 Design-Build State Road 16 Water Main Interconnect

COMPANY NAME	LUMP SUM BID PRICE	TESTING ALLOWANCE	TOTAL PRICE BID	Attachments			Addenda		Bid	Notes
				A	B	C	1 - 2	Bond		
LOW BIDDER - Masci Corporation	\$1,951,575.20	\$10,000.00	\$1,961,575.20	X	X	X	XX	X	Low Bid Price Proposal Complete	
ADDITIONAL BIDDERS										
TB Landmark Construction, Inc.	\$2,074,833.00	\$10,000.00	\$2,084,833.00	X	X	X	XX	X	Bid Complete	
J. B. Coxwell Contracting, Inc.	\$1,988,978.00	\$10,000.00	\$1,998,978.00	X	X	X	XX	X	Bid Complete	
Callaway Contracting	\$2,239,883.98	\$10,000.00	\$2,249,883.98	X	X	X	XX	X	Bid Complete	
Petticoat Schmitt Civil Contractors	\$2,062,100.00	\$10,000.00	\$2,072,100.00	X	X	X	XX	X	Bid Complete	
Garney Construction	\$2,028,900.00	\$10,000.00	\$2,038,900.00	X	X	X	XX	X	Bid Complete	

ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

TECHNICAL PROPOSAL REVIEW SUMMARY SHEET

Date: 9/5/13
RFP: 13-45 Design/Build State Road 16 Water Main Interconnect

FIRM	EVALUATOR	EVALUATOR	EVALUATOR	COMMENTS
	Rob Zammataro	Jim Overton	Jaime Locklear	
	Technically Acceptable - Yes/No	Technically Acceptable - Yes/No	Technically Acceptable - Yes/No	
MASCI CORPORATION	Yes	Yes	Yes	

APPROVED: Interim Purchasing Director Doug Timms Date 9-6-13
Utility Manager: Gordon Smith Date 9/5/13
Signature: [Signature] Printed Name & Title: Gordon Smith, Utility Manager

POSTING TIME/DATE FROM 4:00 p.m. Sept. 5, 2013 UNTIL 4:00 p.m. Sept. 10, 2013
ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

ST. JOHNS COUNTY

SEP - 6 2013

PURCHASING Page 1

RFP No.: 13-45

OFFICIAL COUNTY BID PRICE PROPOSAL FORM
ST. JOHNS COUNTY, FLORIDA
BID PRICE PROPOSAL - REVISED 8/21/13

PROJECT: State Road 16 Water Main Interconnect

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

DATE SUBMITTED: 8/28/13

BID PRICE PROPOSAL OF

	5752 South Ridgewood	
Masci Corporation	Port Orange, FL 32123	386.322.4500
FULL LEGAL Company Name	Address	Telephone Number

Having become familiar with site conditions of the project, and having carefully examined the proposal requirements, including the Advertisement, Project Requirements, Design and Construction Criteria, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled State Road 16 Water Main Interconnect, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Request for Proposal Documents for the following dollar amount stated in this Price Proposal summarized as follows:

PRICE PROPOSAL:

BASE BID: Design-Build Services for State Road 16 Water Main Interconnect per RFP document and specifications.

\$ 1,951,575 _____ 20 / 100

Total Lump Sum Price (Numerical)

ONE MILLION NINE HUNDRED FIFTY-ONE THOUSAND

FIVE HUNDRED SEVENTY-FIVE AND _____ 20 / 100

Total Lump Sum Price

(Amount written or typed in words)

TESTING ALLOWANCE: Design-Build Services for State Road 16 Water Main Interconnect per RFP document and specifications. *Estimated Allowance for Testing Services

_____ \$10,000.00*

Estimated Unit Price Allowance (Numerical)

\$ Ten-Thousand Dollars _____ & XX/100 Estimated Unit Price Allowance

(Amount written or typed in words)

TOTAL PRICE BID: Base Bid + Testing Allowance for State Road 16 Water Main Interconnect

\$ 1,961,575 _____ 20/100

Total Bid Price (Numerical)

ONE MILLION NINE HUNDRED SIXTY-ONE THOUSAND

FIVE HUNDRED SEVENTY-FIVE AND _____ 20/100

Total Bid Price

(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 240 consecutive calendar days from receipt of Notice to Proceed from Owner. An additional 30 consecutive calendar days will be allowed from Substantial Completion to Final Acceptance by the 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: 8/12/13

No.: 2 Date Received: 8/21/13

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 Proposal by the Board within sixty (60) calendar days for the time set for the receipt of proposal, 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 Two Hundred & Forty (240) 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 Proposal; 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

Company Name: Masci Corporation

(Seal)

By: [Signature]
(Name typed or printed)

By: LEONEL A. MASCI
(Name typed or printed)

Address: 5752 South Ridgewood, Port Orange, FL 32123

Telephone No.: (386) 322.4500

Fax No.: (386) 322.4600

Federal ID. Tax Number: 59 3427011

DUNS Number: 102 103665

INDIVIDUAL

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

(Signature)

Address: _____

Telephone No.: (____) _____

Federal ID. Tax Number: _____

- Attachments: "Bid Price Proposal Attachment "A" - Affidavit
"Bid Price Proposal Attachment "B" - Certificate of Compliance with Florida Trench Safety Act
"Bid Price Proposal Attachment "C" - Certificates as to Corporate Principal Bid Bond

Bid Price Proposal Attachments "A", "B", "C" and Bid Bond must be completed and attached to the Bid Price Proposal along with a signed copy of each addendum issued for this RFP.

BID PRICE PROPOSAL - ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Leonel A. Masci, P.E. who being duly sworn, deposes and says he is President (Title) of the firm of Masci Corporation Bidder submitting the attached proposal for the services covered by the bid documents for RFP# 13-45 -- State Road 16 Water Main Interconnect 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.

[Signature]
(Bidder)

By: Leonel A. Masci, P.E.

President
(Title)

Sworn and subscribed to me this 28 day
of August, 2013

Notary Public
Kristi Ball

Signature
Kristi Ball

Printed

My commission Expires: 6/12/17



ALL PROPOSERS FOR THIS PROJECT MUST EXECUTE AND ATTACH THIS AFFADAVIT

BID PRICE PROPOSAL - ATTACHMENT "B"

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: Leonel A. Masci, P.E.

Masci Corporation

Bidder

8/28/13

Date

Authorized Signature

RFP NO.: 13-45

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the
accompanying Bid Price Proposal, dated August 29, 2013.

For
State Road 16 Water Main Interconnect
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 29th day of August A.D., 2013, 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:

John Anni
Kristi Ball
Cherie

Masci Corporation.

PRINCIPAL:

Masci Corporation

NAME OF FIRM:

Julio

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

Vice President

TITLE

5752 S. Ridgewood Avenue

BUSINESS ADDRESS

Port Orange, FL 32127

CITY

STATE

United Fire & Casualty Company

SURETY:

United Fire & Casualty Company

CORPORATE SURETY

Teresa L. Durham Teresa L. Durham

ATTORNEY-IN-FACT (AFFIX SEAL) & FL Licensed Resident Agent

PO Box 73909

BUSINESS ADDRESS

Cedar Rapids, IA 52407-3909

CITY

STATE

Florida Surety Bonds, Inc.

NAME OF LOCAL INSURANCE AGENCY

WITNESS:

Bonna Keefer
Bonna Keefer

BID PRICE PROPOSAL - ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Maria Masci certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Patricia Masci who signed the said bond on behalf of the Principal, was then 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.

[Signature]
Secretary

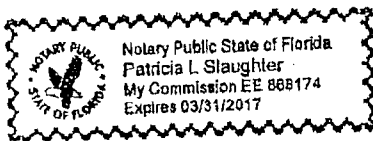
Corporate Seal

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

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

*Teresa L. Durham

Subscribed and sworn to me this 29th day of August, 2013, A.D.



[Signature]
NOTARY PUBLIC
State of Florida-at-large
Patricia L. Slaughter
My Commission Expires: 03/31/2017

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

UNITED FIRE AND CASUALTY COMPANY

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

Statement of Financial Condition

As Of December 31, 2012

ASSETS

Bonds	\$439,779,037
Stocks	648,442,045
Real Estate and Equipment	18,710,290
Cash in Banks and Offices and Short Term Investments	74,873,686
Premiums in Course of Collection (less than 90 days old)	185,432,534
Reinsurance and Other Accounts Receivable	15,924,683
Deposits and Other Non Invested Assets	50,913,663
Total Admitted Assets	<u>\$1,434,075,938</u>

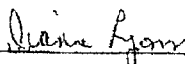
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Unearned Premiums	\$200,588,293
Reserve for Claims and Claim Expense	585,912,314
Reserve for Taxes and Expense	61,589,363
Total Liabilities	<u>\$848,089,970</u>
Capital Stock and Paid In Capital	\$208,161,287
Surplus	377,824,681
Surplus as regards Stockholders	585,985,968
Total	<u>\$1,434,075,938</u>

Securities carried at \$6,550,764 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$1,434,075,938 and surplus as regards shareholders \$585,985,968.

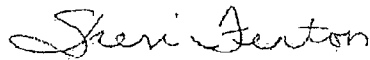
I, Dianne M. Lyons, Vice President of United Fire and Casualty Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.



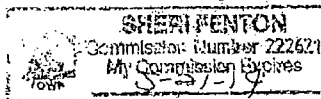
Vice President

State of Iowa
City of Cedar Rapids } SS:

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



Notary Public



UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company. See Certification)

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

Its true and lawful attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$25,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY, thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on May 16, 2012.

"Article VI - Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of January, 2010.

UNITED FIRE & CASUALTY COMPANY

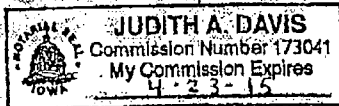
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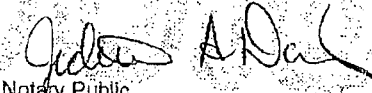


Vice President

State of Iowa, County of Linn, ss:

On 27th day of January, 2010, before me personally came DENNIS J. RICHMANN to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

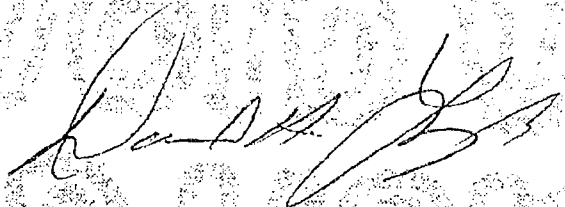



Notary Public
My commission expires:

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 27th day of August 2013.

Secretary





St. Johns County Board of County Commissioners

Purchasing Division

August 12, 2013

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP 13-45 – State Road 16 Water Main Interconnect

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.*

Pre-Proposal Questions/Response:

Question #1: In the manual it states that there will be 500' between valves in high residential areas and 800' in other areas. On the plans, the layout of valves is inconsistent with this, averaging appx 2000' separation. Please verify expectations of design.

Response: The proposed 20-in water main is located in a rural area with limited plans for future growth, therefore the proposed separation has been increased to reduce the number of valves required on the proposed water main. SJCUD is working with FDEP on approval of the proposed layout and FDEP has required two (2) additional valves (See Question #28 below)

Question #2: Please verify that sampling of new main must be completed every 1200' and that flushing pipes must have a velocity of 2.5ft/sec.

Response: SJCUD anticipates that the best method for flushing, pressure testing, and sampling will be for the Contractor to construct each section from valve to valve (~2000-ft), flush/pig the section, pressure test the section, then disinfect and sample from the middle and ends of the finished section. Flushing the 20-in water main at 2.5 ft/sec will create an excess amount of water within the right-of-way (ROW) of SR 16 and may contribute to high groundwater tables along the proposed route. Pigging be accepted in lieu of flushing to reduce the amount of water discharged within the project limits.

Question #3: Please verify that pressure testing must be completed every 3000'.

Response: See the response to Question 2.

Question #4: The chlorination of the line will produce a lot of discharge. How shall the contractor dispose of the chlorinated water? Can it be discharged into the storm system?

Response: The Contractor shall be responsible for using a dechlorinator prior to discharge to any storm system, water body, ditch, or surrounding area.

Question #5: Is the general alignment as shown on the plans to be enforced or is there flexibility in alignment?

Response: The alignment is the suggested route proposed by SJCUD. However, the Design-Build team may change the alignment as long as it still meets the original design requirement and intent of the

project. Any changes to the alignment shall be explained in Section 5: Project Understanding and Approach. AutoCAD .dwg files have been provided for the Design-Build team to use and can be accessed through the same SJCUJ FTP site as the original RFP documents.

Question #6: There appears to be many underground cables, gas lines and low overhead lines near our trenches. Can you provide any add'l information on the existing fiber, gas line, etc.?

Response: There are existing buried fiber and gas lines in close proximity to the proposed water main, as shown on the Preliminary Drawings. Ellis & Associates was instructed to take geotechnical borings every 1000-ft along the proposed alignment and locates were performed at each location. It is recommended that the Design-Build team perform additional utility locates and incorporate them into the survey to provide additional information on the existing utilities. All Utility Coordination will be the responsibility of the Design-Build team.

Question #7: "Section 7: References,, of the RFP asks to provide a list of references that conflicts with the requirements to qualify for the project. (I.E. Section 7 asks for three references of Design-Build nature, when the qualification requires only (2) projects of the scope/dollar value being proposed). How is Section 7 calculated into finding the low bidder's Technical Proposal as responsive/non-responsive? We would request Section 7 be revised to list references from the projects that allow us to qualify for the project.

Response: Section 7 is hereby changed to:

- Provide a list of references as follows:
 - **Prime or Lead firm** (Contractor or Design Consultant) – Provide a list of up to three (3) references for projects successfully completed within the past five (5) years with the (a) Project Name (b) Owner Name (c) Primary Project Contact Name, Title and Phone Number (give alternate number if known, example – cell phone number) (d) Contract Value (e) Completion Date of Project
 - **Secondary firm** (Contractor or Design Consultant) – Provide a list of up to three (3) references for projects successfully completed within the past five (5) years with the (a) Project Name (b) Owner Name (c) Primary Project Contact Name, Title and Phone Number (give alternate number if known, example – cell phone number) (d) Contract Value (e) Completion Date of Project

A total of five (5) combined references between the Prime and Secondary firms shall be submitted.

Technical Proposal Section 2: Key Personnel

ADD the following as the 4th item to be included in this section of the Technical Proposal after "Organization Chart,":

Designated Project Manager (Prime/Lead Firm) – The prime/lead firm must designate a Project Manager who has previous pipeline construction experience as a Project Manager for either the firm responding to this RFP or a previous employer. Submit the following: a) Project Manager Name b) Primary and Cell Phone numbers c) Email address d) Copy of current resume e) List of a successfully completed pipeline construction projects showing the project name, owner name w/contact name and phone number, brief scope of project, dollar value and completion date. **NOTE:** The person designated as the Project Manager for purposes of this submittal must be shown on the Organization Chart submitted and **cannot be changed** without prior approval of the County in the event of an awarded contract.

Question #8: Technical Specs, Section 01600, Paragraph 1.03 A. Please, clarify the intent of this paragraph. "All materials and equipment furnished shall be subject to the inspection and approval of the Engineer and Engineer of Record,," Who is the Engineer, the county or the contractor? Is this to assume that the D/B engineer has to inspect every single delivery of materials and equipment? We believe this requirement should fall with the County not our engineer, but please verify.

Response: St. Johns County reserves the right to inspect and approve all materials and equipment for compliance with the approved shop drawings and/or submittals however it shall be the responsibility of

the Engineer of Record to inspect and ensure that all materials and equipment are in compliance with approved shop drawings/submittals. The Engineer of Record shall be the Registered Engineer of the Design/Build team who signs and seals the final construction documents.

Question #9: Are both members of the two-firm design/build team (contractor and engineer) required to attend the pre-proposal meeting? Or is it ok if at least one member of the team is present?

Response: The "Lead" member of the Design-Build team who will be signing and submitting the RFP package must have attended and signed-in the Pre-Proposal meeting.

Question #10: Technical Proposal Section 5: Project Understanding and Approach - Is there a limit to the number of pages of the narrative and what should be included.

Response: Narrative should be limited to a maximum of 3 pages. The intent of the narrative is for the Design-Build team to provide a written synopsis of their understanding of the project and how the Design-Build team intends to successfully implement the project if they were to be awarded a contract. The narrative should minimally include tasks outlined in RFP Section 5 as well as any alternate approaches that would provide schedule or cost benefits to the County.

Question #11: Please verify that 42" of coverage will be required on this pipe where it is open cut.

Response: Yes, the minimum and maximum cover for water mains larger than 12-in shall be 42 inches and 54 inches, respectively. Please refer to the 'Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Section 2.2.8 Water Main Cover.

Question #12: At the pre-bid, the engineer alluded to replacing ALL driveways to FDOT standards but the technical specs indicate replace like-with-like, Section 01400, 1.05(B). Please clarify expectations.

Response: All driveways shall be restored to their existing condition or better. All asphalt driveways shall be restored the entire apron length within the ROW. All concrete driveways shall be restored the entire apron length within the ROW or the nearest joint. All dirt/rock/other driveways shall be trenched, backfilled, compacted, and restored to their existing condition. The contractor shall notify all property owners a minimum of one (1) week prior to any work affecting the entrance to their property. Access shall be provided to the property owners when required and temporary access shall be provided in the event that construction impacts the owner for an extended period of time.

Question #13: Further expanding on my question yesterday about the references listed in Section 7 – Section 4 of the Technical Proposal requests the pre-qualifying information as indicated in the RFP. We are unclear what Section 7 is for and how it will be figured into declaring a technical proposal responsive or non-responsive. The need for previous D/B experience is not required per the documents, but rather (2) projects of the scope and dollar value in the past (5) years from all criteria we find in the RFP, including Section 3: Team Credentials which indicates the Contractor must meet the qualification as stated in the Introduction Section and previous D/B experience was not included in the Introduction section. We request Section 7 be modified or deleted to conform to the rest of the RFP.

Response: Please see response to Question #7 above.

Question #14: On page 3 of the Table of Contents of the RFP - Final, an Attachment is incorporated into the documents by reference, item 4 Request for Proposal (RFP) Checklist. We did not find this checklist on your FTP site. Please provide.

Response: Please see RFP Checklist provided as an attachment to this Addendum.

Question #15: Please provide the budget for this project.

Response: The engineer's estimate for the Design-Build project is \$3,100,000.

Question #16: St. John's County has bid ductile iron pipe for its water mains in the recent past. Is ductile iron pipe an acceptable alternate material for the water main?

Response: Yes, ductile iron pipe meeting the specifications set forth in the latest edition of the 'Manual of Water, Wastewater, and Reuse Design Standards & Specifications will be accepted as an alternate material.

Question #17: Plans show gate valves. Specs indicate butterfly valves. There was an exception to the typical standards for valve location, but is there also an exception to the material?

Response: Butterfly valves will not be accepted as an alternate to the proposed gate valves in the Preliminary Drawings. Any reference to butterfly valves in the Technical Specifications shall be removed.

Questions #18: Please verify warranty period. Section 01770, 2.02 indicates 1 year.

Response: The Contractor shall warranty all workmanship for a period of one (1) year from the substantial completion date. Manufacturers, suppliers, and subcontractors shall submit all warranties, bonds, and/or service and maintenance contracts by the final completion date.

Questions #19: Please verify if there are liquidated damages and, if so, the amount.

Response: Liquidated damages will apply. Per SJC Standard Liquidated Damages table for projects with a contract value of \$2,500,000 but less than \$5,000,000 liquidated damages will be assessed at \$2,121.00 per calendar day until Final Completion is achieved.

Question #20: From a SJC Utility Department perspective, will profile plans be required?

Response: Profiles will not be required along the entire length of the project. However, HDD profiles will be required for permitting and shall be updated with the field bore logs for the as-built drawings. In lieu of profiles, the Design-Build team shall provide depth of water main every 100-ft along the alignment for the as-built drawings.

Question #21: Please advise on the current status of the FDEP ERP Permit. Has an RAI or Permit been issued? If so, may we obtain a copy?

Response: The FDEP ERP application is currently under review and no RAI has been issued at this time. If any comments are received prior to issuance of the final addendum, a copy will be provided the Design-Build team for review. It is anticipated that the Design-Build team will be required to develop an Erosion Control Plan for FDEP and FDOT approval.

Question #22: Does the D/B team need to include funds for wetland mitigation, if any? If so, has mitigation cost been determined?

Response: No wetland impacts are anticipated as a result of the proposed construction.

Question #23: Of all the permits applied for, have the permit application fees been paid?

Response: Yes, all permit application fees have already been paid by SJCUD.

Question #24: Please advise on the current status of the FDOT permit. Please provide a copy of the RAI and/or draft permit conditions as applicable.

Response: FDOT Comments are as follows:

- 1) Please add Vertical water separation statement, water mains shall cross under existing storm drains with a min. of 24" separation.
- 2) Disturbed driveways are to be temporarily stabilized with recycled asphalt to maintain service until restoration can be completed.
- 3) Provide typical detail of paved and concrete driveways along with paved roadway.
- 4) Please provide bore profiles including entry/exit angles.
- 5) Accurately show bore pits to include drill rig locations.
- 6) Please note depth of installed pipe. [Per U.A.M. 4.3.5 a min. of 36" under paved ground and 30" under unpaved ground (including designed ditch grade, verified from existing pipe inverts).]
- 7) Suggest, boring under Turabull Dr. to minimize traffic conflicts.
- 8) Silt Control and Erosion plan (NPDES).
- 9) Dewatering Plan for all area to be dewatered
- 10) MOT plan if other than standard conditions apply.

Question #25: Will a permit be required from St. Johns County Development Services? If so, has any of that permitting effort commenced?

Response: No permit is required from St. Johns County Development Services.

Question #26: The RFP isn't clear with regards to expectations for public meeting(s). Is it anticipated that public meetings will be necessary for this project? If so, will the D/B team be responsible for the renting or reserving of meeting space, advertising the meetings, producing handouts for meetings, etc?

Response: If required, public meetings can be held at SJCUD's administration building located at 1205 SR 16, St. Augustine, FL 32084. The Design-Build team will be required to organize the meeting and be in attendance to answer project related questions.

Question #27: Due to the expeditious contract schedule, the RFP states that County reviews will be completed within 14 calendar days. Have arrangements been made with the other jurisdictional (non-County) agencies to expedite plan reviews?

Response: It is anticipated that permits will either be in-hand before SJCUD reviews the final plans and specifications or responses will be able to be addressed in a timely manner. The first section from Station 598+03 to 631+12 (~3300 LF) within the private utility easement can be started while the FDOT and FDEP ERP permits are being approved, if required.

Question #28: Will SJCUD have the FDEP water main construction permit?

Response: SJCUD expects to have the FDEP water main permit in hand prior to award of project. Listed below are the only two changes based on FDEP comments:

1. In response to FDEP comments: (2) two 20" in-line valves will be added to the project. The additional two valves are being proposed at stations 700+06 and 736+00.
2. In response to FDEP comments: Please note that because NSF/ANSI Standard 61 requires that products comply with the leadfree requirements of the SDWA, all NSF 61 products falling into the scope of the legislation will be required to comply with the new 0.25% lead content by January 4th, 2014

Question #29: Will seed and mulch be accepted?

Response: FDOT Local permitting center will allow seed and mulch, except along the edge of pavement which must be sodded in accordance with most current FDOT Standards. It has been the County policy to restore the right of way to the preexisting condition. The County has no objection to seed mulch except for areas which are being actively maintained. For example from STA 598+03 to STA 618+00 in front of the Murabella Subdivision is well maintained and would need to be sodded. It shall be the design team responsibility to plan appropriately.

NOTE: A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal at the end of the Proposal (See RFP Checklist)

Acknowledgment

Sincerely,

Signature and Date

8/28/13

Sharon L. Haluska
Contracts Manager
Purchasing Department

Leonel A. Masci, P.E./President
Printed Name and Title

Masci Corporation
Company Name (Print)

ATTACHMENTS:

1. RFP Checklist

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

August 21, 2013

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP 13-45 – State Road 16 Water Main Interconnect

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

Questions/Response:

Question #1 - Page 16 of 32 under Proof of Insurance, Contractor – Make reference to Attachment "C,, There is not Attachment "C,, in the RFP. Please, clarify.

Response: Change reference from Attachment "C,, to Attachment "B,,. (See Insurance/Bond Requirements – Revised attached)

Question #2 - Does the County's surveying includes a digital terrain model (DTM)?

Response: The County has not created a DTM in AutoCAD for the project. A DTM is not necessary since profiles and cross-sections are not required for the final design.

Question #3 - Page 20 of 32 – Insurance requirements, A, 2nd paragraph – Contractor's do not typically carry Professional Liability or E&O insurance, but engineer's do. Is this required from the Contractor, as noted, or the Engineer?

Response: Evidence of Professional Liability is only applicable to the Engineering firm of the Design Build team. (See Insurance/Bond Requirements – Revised attached)

Question #4 - Addendum #1 – answer to question #11 verified depth of 20,, pipe as 42,, of cover.

Question #24 indicates possible 30,, under unpaved ground. Please clarify correct depth of cover.

Response: The correct depth of cover is 42,, per the 'Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Section 2.2.8 Water Main Cover. Question #24 is a general response from FDOT for the minimum depth of cover and does not meet SJCUD standards. If it is necessary to reduce the depth of cover to less than 42,, at certain locations, the Design-Build team shall notify SJCUD's engineer and obtain approval.

Question #5 - Addendum #1 – Question #26 – Response indicates "If required,,. What indicates if a public meeting is required?

Response: No public meetings are anticipated for the project at this time. However, if any meetings are required by SJCUD or FDOT whether they are public meetings or project related, it is expected that the Design-Build team key personnel be available to attend. The only reason a public meeting would be held would be if significant interest in the project developed and the public wanted to be informed. The Design-Build team will be responsible for informing residents impacted by the project of what can be

expected during construction and how they will accommodate them to minimize those impacts. If it is determined that the best way to convey this information is a public meeting, then one shall be organized by the Design-Build team.

Questions #6 - Are the executed copy of the signature pages of the addenda required to be submitted with the bid price proposal or the technical proposal? The addendum indicates Bid Proposal, but it appears on the Checklist with the Technical.

Response: Executed signature page of each addenda shall be submitted with the Bid Price Proposal. (see RFP Checklist – Revised attached)

Question #7 - Will air release valves be required? If so please clarify the quantity to be included in the proposal as well as a detail of the ARV assembly.

Response: No air release valves (ARVs) are required for the project.

Question #8 - Please clarify what testing items will be paid for under the \$10,000 testing allowance. Soils testing? Groundwater sampling? Bacteriological Sampling?

Response: The testing allowance is provided for compaction and groundwater testing. Bacteriological sampling shall be provided by the Contractor and administered by the SJCUD. Samples will be taken to SJCUD's laboratory for testing.

Clarifications/Changes:

1. Sample Standard Design/Build Agreement – See attached for “Sample,, agreement for reference only. This sample is being provided for bidder's information only and will be utilized only in contracting with the successful Design-Build firm.
2. Official County Bid Price Form has been revised to clarify the Testing Allowance bid line. The \$10,000.00 allowance is an estimated cost for all required testing. This is not a lump sum price item but rather an estimated allowance. Testing cost will be paid on an actual cost basis as documented by invoices received and paid for by the Design-Build firm. The allowance value will be adjusted (+ or -) upon completion of all required testing. (see Official County Bid Price Proposal – Revised attached)

NOTE: A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal at the end of the Proposal (See RFP Checklist)

Acknowledgment

Sincerely,

Signature and Date

8/28/13

Sharon L. Haluska
Contracts Manager
Purchasing Department

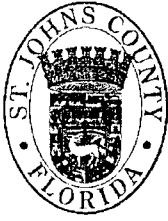
Leonel A. Masci, P.E./President
Printed Name and Title

Masci Corporation
Company Name (Print)

ATTACHMENTS:

1. Sample Standard Design-Build Agreement (For Reference Only)
2. RFP Checklist – Revised 8/21/13
3. Bid Price Proposal – Revised
4. Insurance/Bond Requirements – Revised

END OF ADDENDUM #2



St. Johns County Board of County Commissioners

Purchasing Division

August 12, 2013

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP 13-45 – State Road 16 Water Main Interconnect

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Technical Proposal Section 2: Key Personnel

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Question #8: Technical Specs, Section 01600, Paragraph 1.03 A. Please, clarify the intent of this paragraph. "All materials and equipment furnished shall be subject to the inspection and approval of the Engineer and Engineer of Record". Who the is Engineer, the county or the contractor? Is this to assume that the D/B engineer has to inspect every single delivery of materials and equipment? We believe this requirement should fall with the County not our engineer, but please verify.

Response: St. Johns County reserves the right to inspect and approve all materials and equipment for compliance with the approved shop drawings and/or submittals however it shall be the responsibility of

the Engineer of Record to inspect and ensure that all materials and equipment are in compliance with approved shop drawings/submittals. The Engineer of Record shall be the Registered Engineer of the Design/Build team who signs and seals the final construction documents.

Question #9: Are both members of the two-firm design/build team (contractor and engineer) required to attend the pre-proposal meeting? Or is it ok if at least one member of the team is present?

Response: The "Lead" member of the Design-Build team who will be signing and submitting the RFP package must have attended and signed-in the Pre-Proposal meeting.

Question #10: Technical Proposal Section 5: Project Understanding and Approach - Is there a limit to the number of pages of the narrative and what should be included.

Response: Narrative should be limited to a maximum of 3 pages. The intent of the narrative is for the Design-Build team to provide a written synopsis of their understanding of the project and how the Design-Build team intends to successfully implement the project if they were to be awarded a contract. The narrative should minimally include tasks outlined in RFP Section 5 as well as any alternate approaches that would provide schedule or cost benefits to the County.

Question #11: Please verify that 42" of coverage will be required on this pipe where it is open cut.

Response: Yes, the minimum and maximum cover for water mains larger than 12-in shall be 42 inches and 54 inches, respectively. Please refer to the 'Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Section 2.2.8 Water Main Cover.

Question #12: At the pre-bid, the engineer alluded to replacing ALL driveways to FDOT standards but the technical specs indicate replace like-with-like, Section 01400, 1.05(B). Please clarify expectations.

Response: All driveways shall be restored to their existing condition or better. All asphalt driveways shall be restored the entire apron length within the ROW. All concrete driveways shall be restored the entire apron length within the ROW or the nearest joint. All dirt/rock/other driveways shall be trenched, backfilled, compacted, and restored to their existing condition. The contractor shall notify all property owners a minimum of one (1) week prior to any work affecting the entrance to their property. Access shall be provided to the property owners when required and temporary access shall be provided in the event that construction impacts the owner for an extended period of time.

Question #13: Further expanding on my question yesterday about the references listed in Section 7 -- Section 4 of the Technical Proposal requests the pre-qualifying information as indicated in the RFP. We are unclear what Section 7 is for and how it will be figured into declaring a technical proposal responsive or non-responsive. The need for previous D/B experience is not required per the documents, but rather (2) projects of the scope and dollar value in the past (5) years from all criteria we find in the RFP, including Section 3: Team Credentials which indicates the Contractor must meet the qualification as stated in the Introduction Section and previous D/B experience was not included in the Introduction section. We request Section 7 be modified or deleted to conform to the rest of the RFP.

Response: Please see response to Question #7 above.

Question #14: On page 3 of the Table of Contents of the RFP - Final, an Attachment is incorporated into the documents by reference, item 4 Request for Proposal (RFP) Checklist. We did not find this checklist on your FTP site. Please provide.

Response: Please see RFP Checklist provided as an attachment to this Addendum.

Question #15: Please provide the budget for this project.

Response: The engineer's estimate for the Design-Build project is \$3,100,000.

Question #16: St. John's County has bid ductile iron pipe for its water mains in the recent past. Is ductile iron pipe an acceptable alternate material for the water main?

Response: Yes, ductile iron pipe meeting the specifications set forth in the latest edition of the 'Manual of Water, Wastewater, and Reuse Design Standards & Specifications will be accepted as an alternate material.

Question #17: Plans show gate valves. Specs indicate butterfly valves. There was an exception to the typical standards for valve location, but is there also an exception to the material?

Response: Butterfly valves will not be accepted as an alternate to the proposed gate valves in the Preliminary Drawings. Any reference to butterfly valves in the Technical Specifications shall be removed.

Questions #18: Please verify warranty period. Section 01770, 2.02 indicates 1 year.

Response: The Contractor shall warrant all workmanship for a period of one (1) year from the substantial completion date. Manufacturers, suppliers, and subcontractors shall submit all warranties, bonds, and/or service and maintenance contracts by the final completion date.

Questions #19: Please verify if there are liquidated damages and, if so, the amount.

Response: Liquidated damages will apply. Per SJC Standard Liquidated Damages table for projects with a contract value of \$2,500,000 but less than \$5,000,000 liquidated damages will be assessed at \$2,121.00 per calendar day until Final Completion is achieved.

Question #20: From a SJC Utility Department perspective, will profile plans be required?

Response: Profiles will not be required along the entire length of the project. However, HDD profiles will be required for permitting and shall be updated with the field bore logs for the as-built drawings. In lieu of profiles, the Design-Build team shall provide depth of water main every 100-ft along the alignment for the as-built drawings.

Question #21: Please advise on the current status of the FDEP ERP Permit. Has an RAI or Permit been issued? If so, may we obtain a copy?

Response: The FDEP ERP application is currently under review and no RAI has been issued at this time. If any comments are received prior to issuance of the final addendum, a copy will be provided the Design-Build team for review. It is anticipated that the Design-Build team will be required to develop an Erosion Control Plan for FDEP and FDOT approval.

Question #22: Does the D/B team need to include funds for wetland mitigation, if any? If so, has mitigation cost been determined?

Response: No wetland impacts are anticipated as a result of the proposed construction.

Question #23: Of all the permits applied for, have the permit application fees been paid?

Response: Yes, all permit application fees have already been paid by SJCUD.

Question #24: Please advise on the current status of the FDOT permit. Please provide a copy of the RAI and/or draft permit conditions as applicable.

Response: FDOT Comments are as follows:

- 1) Please add Vertical water separation statement, water mains shall cross under existing storm drains with a min. of 24" separation.
- 2) Disturbed driveways are to be temporarily stabilized with recycled asphalt to maintain service until restoration can be completed.
- 3) Provide typical detail of paved and concrete driveways along with paved roadway.
- 4) Please provide bore profiles including entry/exit angles.
- 5) Accurately show bore pits to include drill rig locations.
- 6) Please note depth of installed pipe. [Per U.A.M. 4.3.5 a min. of 36" under paved ground and 30" under unpaved ground (including designed ditch grade, verified from existing pipe inverts).]
- 7) Suggest, boring under Turnbull Dr. to minimize traffic conflicts.
- 8) Silt Control and Erosion plan (NPDES).
- 9) Dewatering Plan for all area to be dewatered
- 10) MOT plan if other than standard conditions apply.

Question #25: Will a permit be required from St. Johns County Development Services? If so, has any of that permitting effort commenced?

Response: No permit is required from St. Johns County Development Services.

Question #26: The RFP isn't clear with regards to expectations for public meeting(s). Is it anticipated that public meetings will be necessary for this project? If so, will the D/B team be responsible for the renting or reserving of meeting space, advertising the meetings, producing handouts for meetings, etc?

Response: If required, public meetings can be held at SJCUD's administration building located at 1205 SR 16, St. Augustine, FL 32084. The Design-Build team will be required to organize the meeting and be in attendance to answer project related questions.

Question #27: Due to the expeditious contract schedule, the RFP states that County reviews will be completed within 14 calendar days. Have arrangements been made with the other jurisdictional (non-County) agencies to expedite plan reviews?

Response: It is anticipated that permits will either be in-hand before SJCUD reviews the final plans and specifications or responses will be able to be addressed in a timely manner. The first section from Station 598+03 to 631+12 (~3300 LF) within the private utility easement can be started while the FDOT and FDEP ERP permits are being approved, if required.

Question #28: Will SJCUD have the FDEP water main construction permit?

Response: SJCUD expects to have the FDEP water main permit in hand prior to award of project. Listed below are the only two changes based on FDEP comments:

1. In response to FDEP comments: (2) two 20" in-line valves will be added to the project. The additional two valves are being proposed at stations 700+06 and 736+00.
2. In response to FDEP comments: Please note that because NSF/ANSI Standard 61 requires that products comply with the leadfree requirements of the SDWA, all NSF 61 products falling into the scope of the legislation will be required to comply with the new 0.25% lead content by January 4th, 2014

Question #29: Will seed and mulch be accepted?

Response: FDOT Local permitting center will allow seed and mulch, except along the edge of pavement which must be sodded in accordance with most current FDOT Standards. It has been the County policy to restore the right of way to the preexisting condition. The County has no objection to seed mulch except for areas which are being actively maintained. For example from STA 598+03 to STA 618+00 in front of the Murabella Subdivision is well maintained and would need to be sodded. It shall be the design team responsibility to plan appropriately.

NOTE: A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal at the end of the Proposal (See RFP Checklist)

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

ATTACHMENTS:

1. RFP Checklist

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

August 21, 2013

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP 13-45 – State Road 16 Water Main Interconnect

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

Questions/Response:

Question #1 - Page 16 of 32 under Proof of Insurance, Contractor -- Make reference to Attachment "C." There is not Attachment "C" in the RFP. Please, clarify.

Response: Change reference from Attachment "C" to Attachment "B". (See Insurance/Bond Requirements – Revised attached)

Question #2 - Does the County's surveying includes a digital terrain model (DTM)?

Response: The County has not created a DTM in AutoCAD for the project. A DTM is not necessary since profiles and cross-sections are not required for the final design.

Question #3 - Page 20 of 32 – Insurance requirements, A, 2nd paragraph – Contractor's do not typically carry Professional Liability or E&O insurance, but engineer's do. Is this required from the Contractor, as noted, or the Engineer?

Response: Evidence of Professional Liability is only applicable to the Engineering firm of the Design Build team. (See Insurance/Bond Requirements – Revised attached)

Question #4 - Addendum #1 – answer to question #11 verified depth of 20" pipe as 42" of cover. Question #24 indicates possible 30" under unpaved ground. Please clarify correct depth of cover.

Response: The correct depth of cover is 42", per the 'Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Section 2.2.8 Water Main Cover. Question #24 is a general response from FDOT for the minimum depth of cover and does not meet SJCUD standards. If it is necessary to reduce the depth of cover to less than 42" at certain locations, the Design-Build team shall notify SJCUD's engineer and obtain approval.

Question #5 - Addendum #1 – Question #26 – Response indicates "If required". What indicates if a public meeting is required?

Response: No public meetings are anticipated for the project at this time. However, if any meetings are required by SJCUD or FDOT whether they are public meetings or project related, it is expected that the Design-Build team key personnel be available to attend. The only reason a public meeting would be held would be if significant interest in the project developed and the public wanted to be informed. The Design-Build team will be responsible for informing residents impacted by the project of what can be

expected during construction and how they will accommodate them to minimize those impacts. If it is determined that the best way to convey this information is a public meeting, then one shall be organized by the Design-Build team.

Questions #6 - Are the executed copy of the signature pages of the addenda required to be submitted with the bid price proposal or the technical proposal? The addendum indicates Bid Proposal, but it appears on the Checklist with the Technical.

Response: Executed signature page of each addenda shall be submitted with the Bid Price Proposal. (see RFP Checklist -- Revised attached)

Question #7 - Will air release valves be required? If so please clarify the quantity to be included in the proposal as well as a detail of the ARV assembly.

Response: No air release valves (ARVs) are required for the project.

Question #8 - Please clarify what testing items will be paid for under the \$10,000 testing allowance. Soils testing? Groundwater sampling? Bacteriological Sampling?

Response: The testing allowance is provided for compaction and groundwater testing. Bacteriological sampling shall be provided by the Contractor and administered by the SJCUD. Samples will be taken to SJCUD's laboratory for testing.

Clarifications/Changes:

1. Sample Standard Design/Build Agreement – See attached for “Sample” agreement for reference only. This sample is being provided for bidder’s information only and will be utilized only in contracting with the successful Design-Build firm.
2. Official County Bid Price Form has been revised to clarify the Testing Allowance bid line. The \$10,000.00 allowance is an estimated cost for all required testing. This is not a lump sum price item but rather an estimated allowance. Testing cost will be paid on an actual cost basis as documented by invoices received and paid for by the Design-Build firm. The allowance value will be adjusted (+ or -) upon completion of all required testing. (see Official County Bid Price Proposal – Revised attached)

NOTE: A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal at the end of the Proposal (See RFP Checklist)

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

ATTACHMENTS:

1. Sample Standard Design-Build Agreement (For Reference Only)
2. RFP Checklist – Revised 8/21/13
3. Bid Price Proposal – Revised
4. Insurance/Bond Requirements – Revised

END OF ADDENDUM #2