

RESOLUTION NO. 2013 - 30

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 13-15 AND TO EXECUTE AN AGREEMENT FOR MASTERS TRACT REGIONAL STORMWATER TREATMENT FACILITY

RECITALS

WHEREAS, the County desires to enter into a contract with Sayer Enterprises, Inc. d/b/a Southern Development Corp. to provide services for Masters Tract Regional Stormwater Treatment Facility; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for the construction of an 35.5 acre stormwater pond, associated inflow and outflow canals, a stormwater pump station, an irrigation pumping system, with associated incidental work; and

WHEREAS, through the County's formal bid process, Sayer Enterprises, Inc. d/b/a Southern Development Corp. 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 the County Transportation Trust Fund (1114-55305-8986-55305) and the St Johns River Water Management District in a cost share agreement. SJRWMD has provided \$2.6 million.

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

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

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

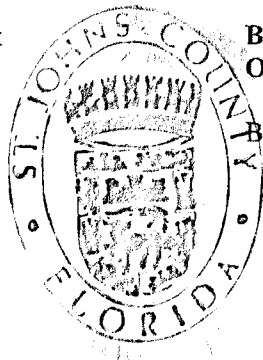
Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 13-15 Masters Tract Regional Stormwater Treatment Facility to Sayer Enterprises, Inc. d/b/a Southern Development Corp. and reserving the option to award alternate bid(s) as change order(s) to this contract upon availability of funding

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Sayer Enterprises, Inc. d/b/a Southern Development Corp. on behalf of the County for the completion of the Masters Tract Regional Stormwater Treatment Facility specifically provided in Bid No 13-15.

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 5 day of February, 2013.

ATTEST: Cheryl Strickland, Clerk
By: Ram Halterman
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA

By: [Signature]
Chair

**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**

1992 EDITION
(REVISED 5/19/11)

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

This Agreement is made _____, 20__ by and between St. Johns County, 500 San Sebastian View, St. Augustine, Florida 32084 (hereafter referred to as the "Owner") and Sayar Enterprises, Inc. d/b/a Southern Development Corp., 6639 Southpoint Parkway, Suite 107, Jacksonville, FL 32216 (904) 727-7483 (p) (904) 727-7485 (f) hereinafter referred to as the "Contractor") under seal for Construction of Bid No.: 13-15 Masters Tract Regional Stormwater Treatment Facility, hereinafter referred to as the "Project", the Owner and the Contractor hereby agreeing as follows:

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

1.1 The Contract

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

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any): Sayar Enterprises, Inc.'s Bid Proposal dated 12/19/12; Addenda 1,2,3 & 4; Bonds & Insurances.

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

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

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's Public Construction Bond (if applicable) for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

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

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

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.

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

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve any such approval by evidence of the Contractor's compliance shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

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

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

1.6 Ownership of Contract Documents

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

ARTICLE II THE WORK

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

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

The scope of work for this project shall generally consist of the construction of an 35.5 acre stormwater pond, associated inflow and outflow canals, a stormwater pump station, an irrigation pumping system, with associated incidental work at the parcels of land known as the Masters Tract located on County Road 13. All work shall be performed specifically in accordance with the specifications and drawings and shall be complete in a timely manner.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within ten (10) days upon receipt of the Notice to Proceed and shall Substantially Complete all Work within Two Hundred & Forty (240) consecutive calendar days. Final Completion shall be Thirty (30) consecutive calendar days after Substantial Completion.

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

3.1.2 The Contractor shall pay the Owner the sum of \$ 1,423.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion shall

be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

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

3.3 Time is of the Essence

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

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Two Million Fifty-Two Thousand Seven Hundred & Forty-Seven Dollars & XX/Cents (\$2,052,747.00). The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

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

payment until Owner has issued Final Acceptance.

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

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

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

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

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

5.3 Withheld Payment

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

- a) defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
- b) claims of third parties against the Owner or the Owner's property;
- c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) evidence that the balance of the Work cannot be completed in accordance with the

Contract for unpaid balance of the Contract Price;

- e) evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
- f) persistent failure to carry out the Work in accordance with the Contract;
- g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

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

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages

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

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

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

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

ARTICLE VII THE CONTRACTOR

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

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

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

7.4. Warranty

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

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

7.6 Supervision

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

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

Name	Function
_____	_____

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

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

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

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

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, employees and officials from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, noted in either the Scope of Work, or the Contract Documents, that are referenced and considered a part of this Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances

attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting therefrom or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

7.13 Safety

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

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

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Project Director

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

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

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

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

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

8.1.6 The Project Director shall review and approve, or take other appropriate action as

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

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

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

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

8.2 Claims by the Contractor

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

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

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

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

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

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

8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

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

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

8.3 Field Orders

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

ARTICLE IX SUBCONTRACTORS

9.1 Definition

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

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project (See Attachment B attached to this agreement). The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

**ARTICLE X
CHANGES IN THE WORK**

10.1 Changes Permitted

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

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Project Director, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. Only the Change Order may change the Contract Price and the Contract Time.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

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

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving

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

10.5 Effect of Executed Change Order

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

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

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

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

11.2 Correcting Work

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

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

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

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

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

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

12.2 Termination by the Owner

12.2.1 For Convenience

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

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

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

- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;
- (d) Contract prices for labor, materials, equipment, and other services accepted under this Contract;
- (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

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

12.2.2 For Cause

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

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

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

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

13.1.1 Insurance Requirements

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section 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 CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR 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.

A brief description of operations referencing *Bid No. 13-15 – Masters Tract Regional Stomwater Treatment Facility* shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

- a) **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
- b) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- c) **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR 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 CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d) **Umbrella or Excess Liability:** The CONTRACTOR 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.

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

ARTICLE XIV MISCELLANEOUS

14.1 GOVERNING LAW AND VENUE

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

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.3 Surety Bonds

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

14.4 Safety of Persons and Property

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

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

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

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

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

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex,

national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

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

ARTICLE XVI APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

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

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

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

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

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

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

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

ARTICLE XVII ACCESS TO RECORDS

17.1 Access To Records (Chapter 119, Florida Statues)

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

ARTICLE XVIII
REVIEW OF RECORDS

18.1 Review of Records

As a conditions of entering into this Agreement/Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Sayar Enterprises, Inc. dba Southern Development, Corp. 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 Sayar Enterprises, Inc. dba Southern Development, Corp. is under no duty to provide access to documentation not related to this Agreement, and/or is otherwise protected by County, State, or Federal law.

{Remainder of page intentionally left blank}

Contract No.: 13-15 Masters Tract Regional Stormwater Treatment Facility

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

Sayar Enterprises, Inc. (Seal)
d/b/a Southern Development Corp.

(Typed Name)

By _____

Signature

Printed Name & Title

Date of Execution

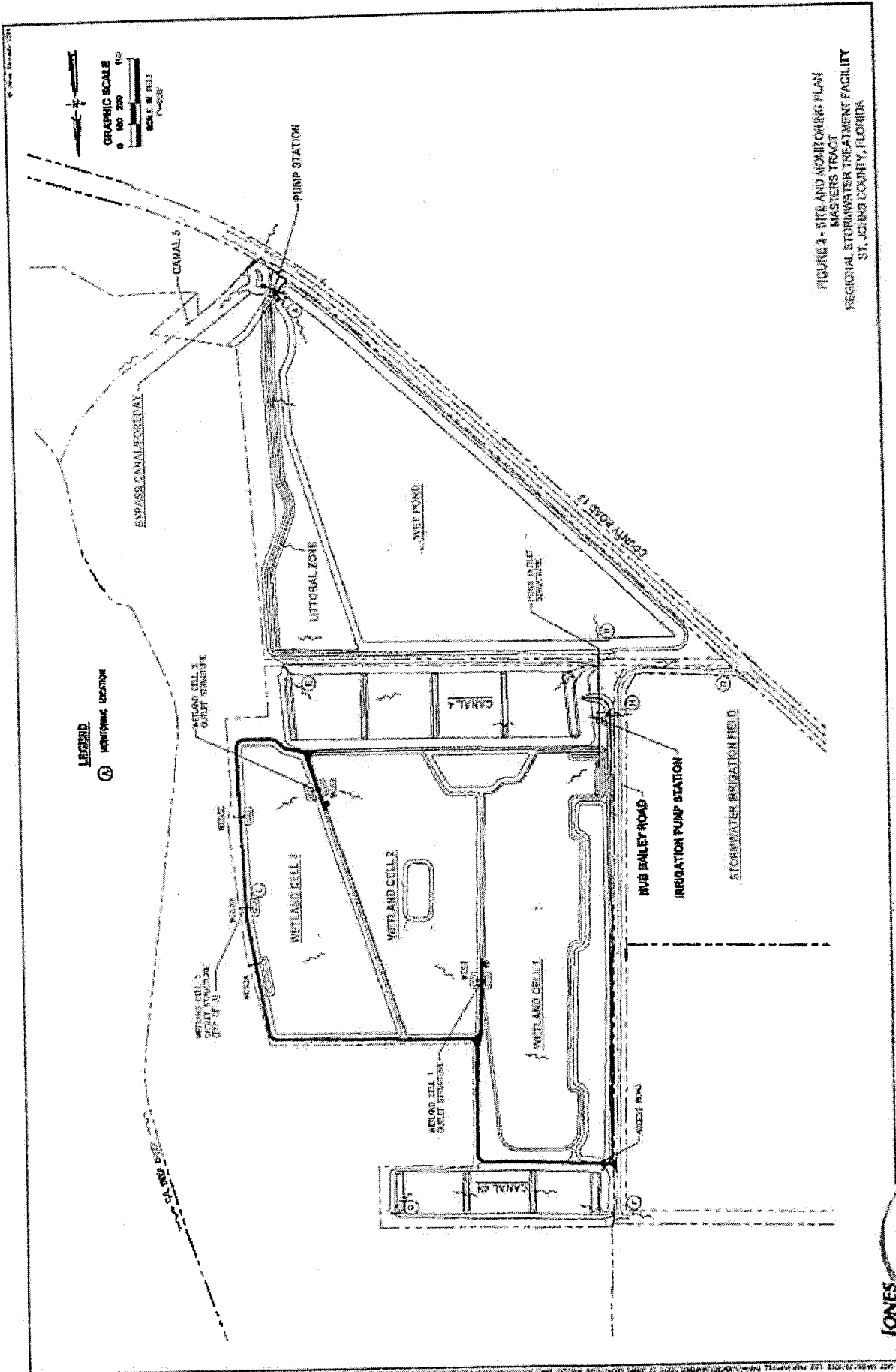


FIGURE 3 - SITE AND MONITORING PLAN
 MASTERS TRACT
 REGIONAL STORMWATER TREATMENT FACILITY
 ST. JOHNS COUNTY, FLORIDA

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE MASTERS TRACT REGIONAL STORMWATER TREATMENT FACILITY

BID NUMBER 13-15

OPENING DATE/TIME December 19, 2012 2:00 PM

POSTING DATE/TIME 12/19/12 3:00 PM

UNTIL 12/26/12 3:00 PM

FROM UNTIL 12/26/12 3:00 PM
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

PAGE (S) 1 of 4

OPENED BY TABULATED BY
VERIFIED BY

LEIGH DANIELS
JAMIE LOCKLEAR



BIDDERS	BASE BID TOTAL LUMP SUM PRICE	ALTERNATE # 1 (A) WETLAND CELL 3 TOTAL LUMP SUM PRICE	ALTERNATE # 1 (B) WETLAND CELLS 3 TOTAL LUMP SUM PRICE	ALTERNATE # 2 (A) WETLAND CELLS 3 AND 2 TOTAL LUMP SUM PRICE	ALTERNATE # 2 (B) WETLAND CELLS 3 AND 2 TOTAL LUMP SUM PRICE	ALTERNATE # 3 (A) WETLAND CELLS 3, 2, AND 1 TOTAL LUMP SUM PRICE	ALTERNATE # 3 (B) WETLAND CELLS 3, 2 AND 1 TOTAL LUMP SUM PRICE
CALLAWAY CONTRACTING	\$2,822,915.19	\$349,085.51	\$296,565.26	\$648,409.21	\$464,667.81	\$1,176,765.10	\$776,754.59
S.E. CLINE CONSTRUCTION	\$2,107,680.00	\$270,732.00	\$218,210.00	\$485,885.00	\$354,663.00	\$649,473.00	\$433,204.00
BARCO-DUVAL ENGINEERING	\$2,440,800.00	\$430,200.00	\$372,800.00	\$620,000.00	\$559,250.00	\$843,900.00	\$774,300.00

BID AWARD DATE - _____

**ST. JOHN COUNTY
BID TABULATION**

BID TITLE

MASTERS TRACT REGIONAL STORMWATER TREATMENT FACILITY

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

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
JAMIE LOCKLEAR

BID NUMBER

13-15

OPENING DATE/TIME

December 19, 2012 2:00 PM

POSTING DATE/TIME

FROM 12/19/12 3:00 PM

UNTIL 12/26/12 3:00 PM

PAGE (S) 2 of 4

BIDDERS	ALTERNATE # 4 CANAL 4 IMPROVEMENTS TOTAL LUMP SUM PRICE	ALTERNATE # 5 CANAL 4 NORTH IMPROVEMENTS TOTAL LUMP SUM PRICE	ALTERNATE # 6 STORMWATER HARVESTING TOTAL LUMP SUM PRICE	BID BOND	ATTENDED MANDATORY PRE-BID MEETING	ADDENDUM # 1-# 4
CALLAWAY CONTRACTING	\$575,764.29	\$264,846.53	\$238,491.78	Yes	Yes	Yes
S.E. CLINE CONSTRUCTION	\$407,497.00	\$177,411.00	\$200,500.00	Yes	Yes	Yes
BARCO-DUVAL ENGINEERING	\$403,500.00	\$160,100.00	\$154,800.00	Yes	Yes	Yes

BID AWARD DATE -

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

MASTERS TRACT REGIONAL STORMWATER TREATMENT FACILITY

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 OPPOSITION 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 BY THE PURCHASING DEPARTMENT.

OPENED BY

LEIGH DANIELS

TABULATED BY

JAIMIE LOCKLEAR

VERIFIED BY

BID NUMBER

13-15

OPENING DATE/TIME

December 19, 2012

2:00 PM

POSTING DATE/TIME

12/19/12

3:00 PM

FROM

3:00 PM

3:00 PM

12/26/12

3:00 PM

PAGE (S) 3 of 4

BIDDERS	BASE BID TOTAL LUMP SUM PRICE	ALTERNATE # 1 (A) WETLAND CELL 3 TOTAL LUMP SUM PRICE	ALTERNATE # 1 (B) WETLAND CELL 3 TOTAL LUMP SUM PRICE	ALTERNATE # 2 (A) WETLAND CELLS 3 AND 2 TOTAL LUMP SUM PRICE	ALTERNATE # 2 (B) WETLAND CELLS 3 AND 2 TOTAL LUMP SUM PRICE	ALTERNATE #3 (A) WETLAND CELLS 3, 2, AN 1 TOTAL LUMP SUM PRICE	ALTERNATE # 3 (B) WETLAND CELLS 3, 2, AND 1 TOTAL LUMP SUM PRICE
J.B. COXWELL CONTRACTING	\$3,394,164.84	\$345,191.79	\$315,110.00	\$455,528.60	\$380,090.00	\$789,910.81	\$661,677.00
COMMERCIAL INDUSTRIAL CORP.	\$3,440,000.00	\$540,000.00	\$450,000.00	\$730,000.00	\$550,000.00	\$1,338,000.00	\$1,038,000.00
V.J. USINA CONTRACTING	\$2,204,000.00	\$360,040.00	\$198,652.00	\$511,136.00	\$337,753.00	\$655,893.00	\$455,616.00
HASKELL COMPANY	\$2,960,485.00	\$710,426.00	\$523,155.00	\$1,022,287.00	\$619,339.00	\$1,706,748.00	\$1,045,647.00
SAVAR ENTERPRISES INC	\$2,052,747.00	\$290,227.00	\$212,299.00	\$539,191.00	\$355,454.00	\$863,444.00	\$576,228.00
GLOVER CONSTRUCTION CO, INC	\$2,995,000.00	\$286,830.00	\$226,830.00	\$545,895.00	\$393,895.00	\$1,158,671.00	\$860,671.00

BID AWARD DATE -

**ST. JOHN COUNTY
BID TABULATION**

BID TITLE MASTERS TRACT REGIONAL STORMWATER TREATMENT FACILITY

BID NUMBER 13-15

OPENING DATE/TIME December 19, 2012 2:00 PM

POSTING DATE/TIME 12/19/12 3:00 PM

FROM

UNTIL

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

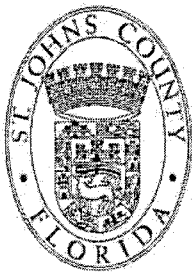
OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
JAINIE LOCKLEAR

PAGE(S) 4 of 4

BIDDERS	ALTERNATE # 4 CANAL 4 IMPROVEMENTS TOTAL LUMP SUM PRICE	ALTERNATE # 5 CANAL 4 NORTH IMPROVEMENTS TOTAL LUMP SUM PRICE	ALTERNATE # 6 STORMWATER HARVESTING TOTAL LUMP SUM PRICE	BID BOND	ATTENDED MANDATORY PRE-BID MEETING	ADDENDUM # 1- # 4	
J.B. COXWELL CONTRACTING	\$508,990.38	\$124,250.64	\$207,113.73	Yes	Yes	Yes	
COMMERCIAL INDUSTRIAL CORP.	\$1,037,540.00	\$416,000.00	\$130,000.00	Yes	Yes	Yes	
V.J. USINA CONTRACTING	\$483,373.00	\$188,541.00	\$136,417.00	Yes	Yes	No	
HASKELL COMPANY	\$678,141.00	\$417,053.00	\$208,047.00	Yes	Yes	Yes	
SAVAR ENTERPRISES INC	\$413,503.00	\$137,116.00	\$151,197.00	Yes	Yes	Yes	
GLOVER CONSTRUCTION CO, INC	\$536,500.00	\$180,955.00	\$115,310.00	Yes	Yes	Yes	

BID AWARD DATE - _____



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Press Tompkins, County Engineer
FROM: Sharon Haluska, Contract Administrator
SUBJECT: Transmittal of Bids Received for Bid No. 13-15, Masters Tract Regional Stormwater Treatment Facility
DATE: December 19, 2012

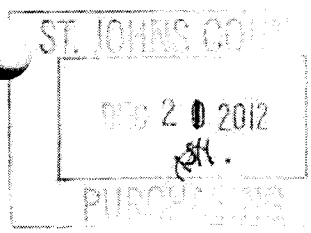
Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

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

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

SH 12/21/12
Dept. Approval _____
Date 12/21/12
Budget Amount \$2,900,000
Account Funding Title TRANSPORTATION TRUST FUND
Funding Charge Code (1114-55305)(8986-55305)
Award to SAYER ENTERPRISES INC.
Award Amount \$2,052,747.00

*AWARD BASE BID and RESERVE THE OPTION
TO AWARD ALTERNATE OPTIONS BASED ON
EVALUATION OF OTHER FUNDING*





COPY



**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO.: 13-15

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

PROJECT: MASTERS TRACT REGIONAL STORMWATER TREATMENT FACILITY

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

DATE SUBMITTED: 12/19/12

BID PROPOSAL OF

Sayar Enterprises, Inc. dba Southern Development Corp.

Full Legal Company Name

6639 Southpoint Pkwy Ste 107, Jacksonville, FL 32216

Address

904-727-7483

Telephone No.

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

BASE BID:

Base Bid: Construction of Regional Stormwater Treatment Facility including the Intake, Pump Station, Wet Pond, Littoral Shelf, Pond Outlet, and Temporary Channel from Pond Outlet to Wetland Cell 3 Outlet Structure with Excess Soil Material to remain on-site

\$ 2,052,747.00

Total Lump Sum Price (Numerical)

TWO MILLION, FIFTY TWO THOUSAND, SEVEN HUNDRED FORTY SEVEN DOLLARS AND NO CENTS

Dollars

(Amount written or typed in words)

Alternate #1(A): Wetland Cell 3

\$ 290,227.00
Total Lump Sum Price (Numerical)

TWO HUNDRED NINETY THOUSAND, TWO HUNDRED TWENTY SEVEN DOLLARS /100 Dollars AND
(Amount written or typed in words) NO CENTS

Alternate #1(B): Wetland Cell 3 stabilized without wetland planting

\$ 212,299.00
Total Lump Sum Price (Numerical)

TWO HUNDRED TWELVE THOUSAND, TWO HUNDRED NINETY NINE DOLLARS /100 Dollars AND
(Amount written or typed in words) NO CENTS

Additional Calendar Days to Substantially Completion Alternate #1(A or B) is 90 days

Alternate #2(A): Wetland Cells 3 and 2

\$ 539,191.00
Total Lump Sum Price (Numerical)

FIVE HUNDRED THIRTY NINE THOUSAND, ONE HUNDRED NINETY ONE DOLLARS /100 Dollars AND
(Amount written or typed in words) NO CENTS

Alternate #2(B): Wetland Cells 3 and 2 stabilized without wetland planting

\$ 355,454.00
Total Lump Sum Price (Numerical)

THREE HUNDRED FIFTY FIVE THOUSAND, FIVE HUNDRED FIFTY FOUR /100 Dollars DOLLARS
(Amount written or typed in words) AND NO CENTS

Additional Calendar Days to Substantially Completion Alternate #2 (A or B) is 120 days

Alternate #3(A): Wetland Cells 3, 2, and 1

\$ 863,444.00
Total Lump Sum Price (Numerical)

EIGHT HUNDRED SIXTY THREE THOUSAND, FOUR HUNDRED FORTY
FOUR DOLLARS AND NO CENTS /100 Dollars
(Amount written or typed in words)

Alternate #3(B): Wetland Cells 3, 2 and 1 stabilized without wetland planting

\$ 576,228.00
Total Lump Sum Price (Numerical)

FIVE HUNDRED SEVENTY SIX THOUSAND, TWO HUNDRED TWENTY EIGHT
DOLLARS AND NO CENTS /100 Dollars
(Amount written or typed in words)

Additional Calendar Days to Substantially Completion Alternate #3 (A or B) is 150 days

Alternate #4: Canal 4 Improvements

\$ 413,503.00
Total Lump Sum Price (Numerical)

FOUR HUNDRED THIRTEEN THOUSAND, FIVE HUNDRED THREE
DOLLARS AND NO CENTS /100 Dollars
(Amount written or typed in words)

Additional Calendar Days to Substantially Completion Alternate #4 is 45 days

Alternate #5: Canal 4 North Improvements

\$ 137,116.00
Total Lump Sum Price (Numerical)

ONE HUNDRED THIRTY SEVEN THOUSAND, ONE HUNDRED SIXTEEN
DOLLARS AND NO CENTS /100 Dollars
(Amount written or typed in words)

Additional Calendar Days to Substantially Completion Alternate #5 is 30 days

Alternate #6: Stormwater Harvesting:

\$ 151,197.00
Total Lump Sum Price (Numerical)

ONE HUNDRED FIFTY ONE THOUSAND, ONE HUNDRED NINETY SEVEN
DOLLARS AND NO CENTS /100 Dollars
(Amount written or typed in words)

Additional Calendar Days to Substantially Completion Alternate #6 is 60 days

If the Contract is awarded, it will be based on the Base Bid.

Note: The listing order of bid items above reflects a specific construction schedule sequence (in the event that the base bid plus one or more alternatives are awarded either as initial award or subsequent to award). All awards are contingent upon the availability of funding.

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

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

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work described in the BASE BID within Two Hundred and Forty (240) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

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

CORPORATE/COMPANY

Sayar Enterprises, Inc. dba

Full Legal Company Name: Southern Development Corp.

BY: [Signature]

Ricky L. Smith
(Name typed or printed)

BY: _____

(Name typed or printed)

Address: 6639 Southpoint Pkwy Ste 107, Jacksonville, FL 32216

Telephone No.: (904) 727-7483

Fax No.: (904) 727-7485

Florida State Registration Number: P98000091169

Federal I.D. Tax Number: 593540289

INDIVIDUAL

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

Address: _____

Telephone No.: () _____

St. Johns County Registration Number:

Federal I.D. Tax Number:

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - Women/Minority Business Enterprise (W/MBE) Reporting Form
 - "C" - List of Subcontractors/Major Material Suppliers
 - "D" - Certificate as to Corporate Principal
 - "E" - Certificate of Compliance with Florida Trench Safety Act
 - "F" - License/Certification List
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

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

Bid No.: 13-15

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 Ricky L. Smith _____ who being duly sworn, deposes and says he is Vice President _____ (Title) of the firm of Sayar Enterprises, Inc. dba Southern Development Corp. Bidder submitting the attached proposal for the services covered by the bid documents for Bid #13-15 for Masters Tract Regional Stormwater Treatment Facility, 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.

Sayar Enterprises, Inc. dba
Southern Development Corp.
(Bidder)

By: [Signature]
Ricky L. Smith
Vice President
(Title)

Sworn and subscribed to me this 19th day
of December, 2012.

Notary Public: [Signature]
Signature
JENNIFER D. CHAPLIN
Printed

My commission Expires: 6/29/14

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



ATTACHMENT "B"

Women/Minority Business Enterprise (W/MBE) Reporting Form

In the space below, the Bidder shall list all Women/Disadvantaged Business Enterprises solicited in the course of preparing this bid to provide goods and/or services, whether or not the company will be hired to perform or supply goods and/or services if a contract is awarded to the bidding firm. The Bidder shall list the name of the certified W/MBE company, Division of Work and WBE or MBE. **NOTE:** If the Prime Bidder is a certified DBE the Prime Bidder must be shown here.

Company Name	Division of Work (type of goods and/or services)	Indicate WBE or MBE
Downstream Company Inc	Erosion Control	WBE - DBE
Smith & Sons Sod Company	Grassing	MBE - DBE
Liberty Trucking Inc.	Hauling Services	WBE - DBE
Civil Services Inc.	Testing	MBE - DBE

Bid No.: 13-15

ATTACHMENT "C"

LIST OF SUBCONTRACTORS/MAJOR MATERIAL SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are to be utilized by the Bidder in the performance of this work. If no Subcontractors or major material suppliers are required, so state there on. *NOTE: Subcontractors/major material suppliers shown here shall not be changed throughout the term of the contract (if awarded) without PRIOR approval of the Owner.*

<u>DESCRIPTION OF WORK or DESCRIPTION/NAME OF EQUIPMENT</u>	<u>NAME & ADDRESS OF SUBCONTRACTOR or EQUIPMENT VENDOR</u>	<u>CERTIFIED DBE (Yes or No)</u>
<u>Asphalt</u>	<u>APAC - Southeast Jacksonville, FL</u>	<u>No</u>
<u>Electrical</u>	<u>Chinchor Electric, Inc. Enterprise, FL Downstream Company</u>	<u>No</u>
<u>Erosion Control</u>	<u>St. Augustine, FL EarthBalance-Desoto Nursery</u>	<u>Yes</u>
<u>Plants</u>	<u>Arcadia, FL Xylem Inc./Flygt Products</u>	<u>No</u>
<u>Pumps & Controls</u>	<u>Orange Park, FL Ellis & Associates, Inc.</u>	<u>No</u>
<u>Testing</u>	<u>Jacksonville, FL Trippensee & Company, Inc.</u>	<u>No</u>
<u>Weir Gate</u>	<u>Sebring, FL</u>	<u>No</u>
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Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 7, 2012

RECEIVED

JUN 11 2012

OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC.
1451 MYRTLE ST
SARASOTA FL 34234

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2013. However, the new application is due 4/30/2013.

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

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

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

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

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING

FDOT APPROVED SPECIALITY CLASSES OF WORK:

MILLING, REHABILITATION OF CONCRETE PAVEMENT, CONCRETE SLAB REPLACEMENT, SIDEWALKS, CURB AND GUTTER, DRIVEWAYS, REINFORCED EARTH WALLS, SLIP FORM BARRIER WALL, TRAFFIC SEPARATORS, ATTENUATORS UNDERGROUND UTILITIES, WATER, SEWER, FORCE MAIN, LIFT STATION, LEACHATE AND GAS PIPING.

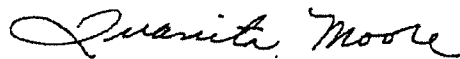
OLDCASTLE SOUTHERN GROUP, INC. D/B/A APAC-SOUTHEAST, INC.

June 7, 2012

Page Two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager
Contracts Administration Office

JM:cj

ATTACHMENT "E"

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: Ricky L. Smith
Sayar Enterprises, Inc. dba
Southern Development Corp.
Bidder

12/19/12
Date


Authorized Signature Ricky L. Smith



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

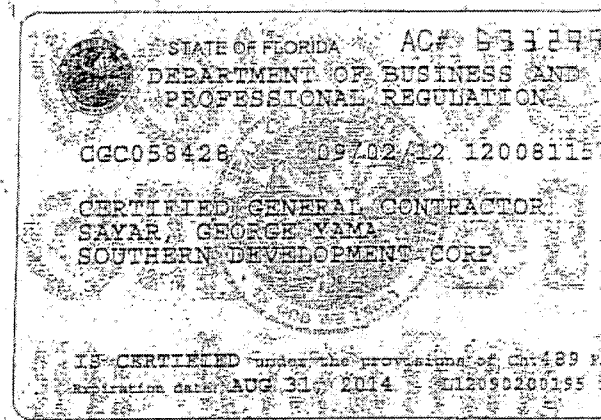
(850) 487-1395

SAYAR, GEORGE YAMA
SOUTHERN DEVELOPMENT CORP
318 OLEANDER STREET
NEPTUNE BEACH FL 32266

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

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

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



DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, ULTRASONIC PATENTED PAPER

C# 6332996

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 112090200195

DATE	BATCH NUMBER	LICENSE NBR
09/02/2012	120081157	CGC058428

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 F.S.
Expiration date: AUG 31, 2014

SAYAR, GEORGE YAMA
SOUTHERN DEVELOPMENT CORP
318 OLEANDER STREET
NEPTUNE BEACH FL 32266

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

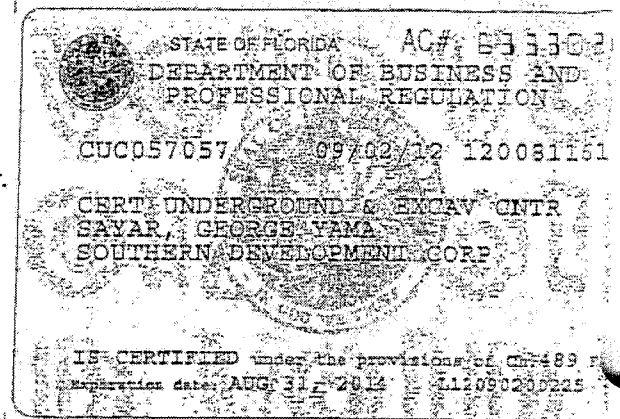
(850) 487-1395

SAYAR, GEORGE YAMA
SOUTHERN DEVELOPMENT CORP
318 OLEANDER STREET
NEPTUNE BEACH FL 32266

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

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

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



DETACH HERE



C# 6333026

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12090200225

DATE	BATCH NUMBER	LICENSE NBR
09/02/2012	120081161	CUC057057

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

SAYAR, GEORGE YAMA
SOUTHERN DEVELOPMENT CORP
318 OLEANDER STREET
NEPTUNE BEACH FL 32266

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 17, 2012

SAYAR ENTERPRISES, INC. DBA SOUTHERN DEVELOPMENT CORPORATION
6639 SOUTHPOINT PKWY
JACKSONVILLE FL 32216

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2013. However, the new application is due 4/30/2013.

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

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

FDOT APPROVED WORK CLASSES:

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

FDOT APPROVED SPECIALITY CLASSES OF WORK:

UNDERGROUND UTILITIES (WATER, SEWER, STORM & FIRE).

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager
Contracts Administration Office

JM:cj

THIS DOCUMENT HAS A COLORED BACKGROUND - MICROPRINTING - LINEMARK - PATENTED PAPER

AC# 6203871

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12071600871

DATE	BATCH NUMBER	LICENSE NBR
07/16/2012	120029185	EC0002457

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014



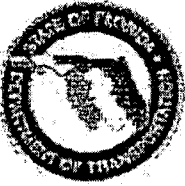
CHINCHOR, TIMOTHY Z
CHINCHOR ELECTRIC INC
PO BOX 4311
ENTERPRISE

FL 32725

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



Contractor Pre-Qualification (CPQ)



12/17/2012 11:03:05 AM EST

Prequalified Contractors Listing

[Return to Inquiry Menu](#)

Contractor with Name CHINCHOR ELECTRIC INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
CHINCHOR ELECTRIC INC. F593044703003 EXPIRES: 3/30/2013	P.O. BOX 4311 ENTERPRISE, FL 32725 (386)774-1020	P.O. BOX 4311 ENTERPRISE, FL 32725 (386)774-1020

WORK CLASSES

COMPUTERIZED TRAFFIC CONTROL	ELECTRICAL WORK
ROADWAY SIGNING	TRAFFIC SIGNAL



FLORIDA DEPARTMENT OF TRANSPORTATION
 Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: [Service Desk](#)
 Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy, Disclaimers & Credits](#)





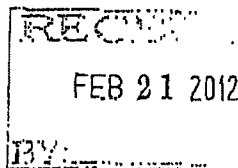
Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

February 14, 2012



CHINCHOR ELECTRIC INC.
PO BOX 4311
ENTERPRISE FL 32725

REVISED

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 3/30/2013. However, the new application is due 1/31/2013.

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

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

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

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

FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, ROADWAY SIGNING, TRAFFIC SIGNAL

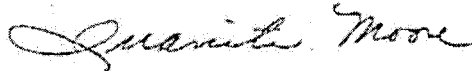
FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

CHINCHOR ELECTRIC INC.
February 14, 2012
Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,



Juanita Moore, Manager
Contracts Administration Office

JM:cj

EARTHBALANCE

Bid No.: 13-15

ATTACHMENT "F"

License/Certification/Pre-Qualification List

In the space below the Prime Bidder shall list *all current* licenses/certifications/pre-qualifications held by both the Prime Bidder and all Subcontractors shown on Attachment "C". A copy of each license/certification/pre-qualification listed shall be attached to this form.

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

License Name	License #	Issuing Agency	Expiration Date
Professional Wetland Scientist Christina Hensel	1765	Society of Wetland Scientists	7/17/2012
Licensed as Dealer in Agriculture Products	69573-7	Florida Department of Agriculture and consumer services	1/28/2012 to renew in 2013
Commercial Applicator License Christina Hensel	CM17292	Florida Department of Agriculture and consumer services	6/30/2013
Commercial Applicator License Marcy Kostenbauder	CM17432	Florida Department of Agriculture and consumer services	8/13/2013
Commercial Applicator License James Laroque	CM20664	Florida Department of Agriculture and consumer services	9/30/2014
Commercial Applicator License Fred Coleman	CM21798	Florida Department of Agriculture and consumer services	7/31/2016
Commercial Applicator License Jose Gonzalez	CM20671	Florida Department of Agriculture and consumer services	9/30/2014
Commercial Applicator License Sergio Ortiz	CM21738	Florida Department of Agriculture and consumer services	6/30/2016
Commercial Applicator License Thomas Boehm	CM21433	Florida Department of Agriculture and consumer services	12/31/2015
Commercial Applicator License Jeffery Miller	CM21320	Florida Department of Agriculture and consumer services	10/31/2015
Commercial Applicator License Anthony Isaacson	CM20335	Florida Department of Agriculture and consumer services	3/31/2014
Commercial Applicator License Matthew Butcher	CM18079	Florida Department of Agriculture and consumer services	10/31/2014
Commercial Applicator License Erik Sandsmark	CM20054	Florida Department of Agriculture and consumer services	10/31/2013

Professional Licenses and Registrations	Issued In Name of	No.
Landscape Contractor, State of Louisiana	Charles L. Kocur, Jr.	07-10136
Commercial Landscaping Contractor, Charlotte County, Florida	Charles L. Kocur, Jr.	AA0010951
Alabama Permit for Professional Services Department of Agriculture and Industries, State of Alabama	EarthBalance	PSH- 9956
Pesticide License: Aquatic and Natural Areas Applications, State of Florida	Wade Waltmyer	CM20766
Pesticide License: Aquatic, Right-of-Way, and Natural Areas Applications, State of Florida	Christina M. Hensel	CM17292
Pesticide License: Aquatic, Right-of-Way, and Natural Areas Applications, State of Florida	Marcy Kostenbauder	CM17432
Pesticide License: Aquatic, Right-of-Way, and Natural Areas Applications, State of Florida	Anthony Isaacson	CM20335
Pesticide License: Aquatic and Natural Areas Applications, State of Florida	Erik T. Sandsmark	CM20054
Pesticide License: Aquatic and Natural Areas Applications, State of Florida	James Laroque	CM20664
Pesticide License: Aquatic Application, State of Florida	Jeffrey Clark	CM20651
Pesticide License: Natural Areas Applications, State of Florida	Jose G. Gonzalez	CM20671
Pesticide License: Natural Areas Applications, State of Florida	Thomas M. Boehm	CM21433
Pesticide License: Aquatic Application, and Natural Areas State of Florida	Matt Butcher	CM18079
Pesticide License: Aquatic, Right-of-Way, and Natural Areas Applications, State of Florida	Richard A. Campbell	CM18700
Pesticide License: Aquatic, Right-of-Way, and Natural Areas Applications, State of Florida	Jeffery E. Miller	CM21320
Pesticide License: Natural Areas Application, State of Florida	Sergio Ortiz	CM21738
Pesticide License: Aquatic, Natural Areas Application, and Right-of-Way, State of Florida	Fred Coleman	CM21798
FWC Wildlife Collection Permit	Christina M. Hensel	WV08568
FWC Wildlife Collection Permit	Jeffrey Clark	GTA-09-00280
FWC Authorized Gopher Tortoise Agent Permit	Christina M. Hensel	GTA-09-00015
Licensed Professional Geologist (PG), State of Florida	Karen F. Burnett	PG #1820
Licensed Professional Geologist (PG), State of Alabama	Karen F. Burnett	PG #258
Licensed Dealer in Agriculture Products in Florida, State of FL Dept. of Agriculture and Consumer Services	EarthBalance	#08348
Permit for Aquatic Plant Importation, Transportation, Non-Nursery Cultivation, Possession and Collection, FL Dept. of Agriculture and Consumer Services (various sites in Florida)	EarthBalance	Various
Certificate of Nursery Registration, State of FL Dept. of Agriculture and Consumer Services	EarthBalance	47224447

Certifications and Specialized Training	Issued In Name of
Professional Wetland Scientist, Society of Wetland Scientists (SWS) Certification Program	Charles L. Kocur, Jr., 000749
Professional Wetland Scientist, Society of Wetland Scientists (SWS) Certification Program	Christina M. Hensel, 001765
Senior Ecologist, Certified by the Ecological Society of America	Donald H. Ross
Certified Professional Mangrove Trimmer	Donald H. Ross
Certified Professional Mangrove Trimmer	Charles L. Kocur, Jr.
Certified in U.S. Fish and Wildlife Habitat Evaluation Procedures	Charles L. Kocur, Jr.
Project Management Professional (PMP), Project Management Institute	Christina Hensel Sarah Laroque Wade Walmyer Jeff Clark
NAUI Certified Scuba Diver	Charles L. Kocur, Jr.
Certified Professional Geologist (CPG), American Institute of Professional Geologists	Karen F. Burnett
Florida Department of Environmental Protection Stormwater Inspector	Erik Sandsmark

COMMERCIAL APPLICATOR LICENSES

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM17292

HENSEL, CHRISTINA MARIE Categories
21, 6, 5A

Issued: July 2, 2009 Expires: June 30, 2013

Christina Hensel *Charles H. Bronson*
Signature of Licensee CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM17432

KOSTENBAUDER, MARCY LYNN Categories
5A, 21, 6

Issued: September 3, 2009 Expires: August 31, 2013

Marcy Kostenbauder *Charles H. Bronson*
Signature of Licensee CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20335

ISAACSON, ANTHONY STEVEN Categories
5A, 21, 6

Issued: March 20, 2010 Expires: March 31, 2014

Anthony Isaacson *Charles H. Bronson*
Signature of Licensee CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20854

SANDSMARK, ERIK THOMAS Categories
5A, 21

Issued: October 27, 2009 Expires: October 31, 2013

Erik Sandmark *Charles H. Bronson*
Signature of Licensee CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20671

GONZALEZ, JOSE G Categories
21

Issued: September 17, 2010 Expires: September 30, 2014

Jose G. Gonzalez *Charles H. Bronson*
Signature of Licensee CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20664

LAROQUE, JAMES ANDERSON Categories
5A, 21

Issued: September 15, 2010 Expires: September 30, 2014

James Anderson *Charles H. Bronson*
Signature of Licensee CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18079

BUTCHER, MATTHEW ROY Categories
5A, 21

Issued: November 18, 2010 Expires: October 31, 2014

Matthew Roy *Adam H. Putnam*
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21798

COLEMAN, FRED JAMES Categories
21, 6, 5A

Issued: July 24, 2012 Expires: July 31, 2016

Fred Coleman *Adam H. Putnam*
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

**Florida Department of Agriculture and Consumer
Services**

Division of Marketing and Development
Mayo Building M- 38
Tallahassee, Florida 32308

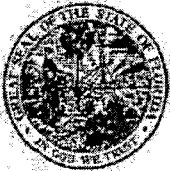
69573

Business Mailing Address:
EARTHBALANCE CORPORATION
DBA: EARTHBALANCE
2579 N TOLEDO BLADE BLVD
NORTH PORT, FL 34289-9383

Location Address:
EARTHBALANCE
8998 BORAN RANCH ROAD
ARCADIA, FL 33821

Your official license appears below. This license should be detached along
the dotted line and posted in a conspicuous area at your place of business, along
with any other permits issued by this department.

Cut Here



**POST LICENSE
CONSPICUOUSLY**

State of Florida
Department of Agriculture and Consumer Services
Division of Marketing and Development/Bureau of License and Bond
850-488-4101
Tallahassee, Florida

Issue Date: 01/25/2012
Fee Amt Paid: \$300
FEIN: 59-2612208
Effective Date: 01/28/2012

**License as Dealer in Agriculture Products
GOOD FOR ONE LOCATION**

This license is issued under authority of Section 604.15-604.34, Florida Statutes, to:

License # 69573 - 7
EARTHBALANCE CORPORATION
DBA: EARTHBALANCE
8998 BORAN RANCH ROAD
ARCADIA, FL 33821

Commodity Code: 8 1
Bonding Company: UNITED FIRE & CASUALTY CO.
Bond Amount: \$100,000

Field Representatives: WILLIAM MOORE

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the dealer in agricultural products whose name and address are shown above, has paid the required
fee and has made an approved surety bond to the Commissioner of Agriculture as required by Sections 604.15-604.34, Florida
Statutes, and is hereby granted this license as Dealer in Agricultural Products as defined in Section 604.15, Florida
Statutes. This license is for a one year period.

The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the success and professionalism of our members.

EARTHBALANCE

is a member of the

Florida Nursery, Growers & Landscape Association

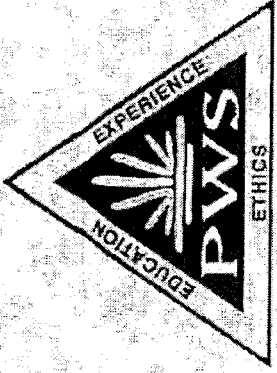
through June 30, 2013



Ben Bolusky, Executive Vice President



Member in good standing since 2004



*Society of Wetland Scientists
Professional Certification Program, Inc.*

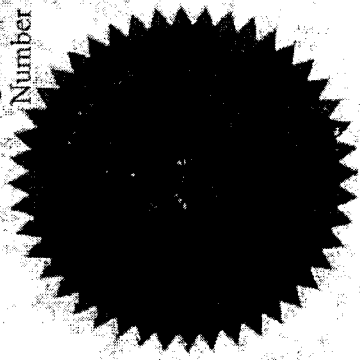
renews the designation

Professional Wetland Scientist

for

Chrissy Hensel

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Renewal Program, and verified by the Society's Certification Renewal Review Panel. Professional Wetland Scientist Number 1765 issued on 7/17/2007 and recertified on 8/29/2012. Due to recertify again by 7/17/2017.



Ingeborg Hegemann
Ingeborg Hegemann, PWS, President

Pat Frost
Pat Frost, PWS, Certification Renewal Chair

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Sayar Enterprises, Inc. dba

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated December 19, 2012.

For
Masters Tract Regional Stormwater Treatment Facility
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 19th day of December A.D., 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

WITNESSES:

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

WITNESSES:

PRINCIPAL:
Sayar Enterprises, Inc. dba
Southern Development Corporation

NAME OF FIRM:

[Signature]
SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

V.P. - ESTIMATING
TITLE

6639 Southpoint Parkway, Suite 107
BUSINESS ADDRESS

Jacksonville, FL 32216
CITY STATE

SURETY:
Fidelity and Deposit Company of Maryland
CORPORATE SURETY

[Signature]
ATTORNEY-IN-FACT (AFFIX
SEAL) Robert T. Theus
1400 American Lane

BUSINESS ADDRESS
Schaumburg, IL 60196
CITY STATE

Cecil W. Powell & Company
NAME OF LOCAL INSURANCE
AGENCY

END OF SECTION



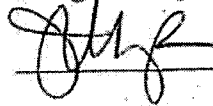
WITNESS:
[Signature]

ATTACHMENT

Bid NO B75

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Jennifer Chapman, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that ROBERT T. THEUS who signed the said bond on behalf of the Principal, was then V.P. - ESTIMATING of said Corporation; that I knew his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.



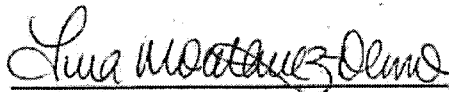
Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this 19th day of December, 2012 A.D.



NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:



TINA MONTANEZ-OLMO
Notary Public, State of Florida
My Comm. Expires Aug 18, 2016
Commission No. EE 202077

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

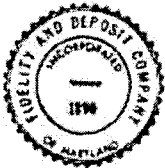
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Robert T. THEUS, Roger R. HURST, Fitzhugh K. POWELL, JR. and Walter Neal MYERS, all of Jacksonville, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings,~~ and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert T. THEUS, Roger R. HURST, Fitzhugh K. POWELL, JR., dated January 23, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of February, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Gerald F. Haley Assistant Secretary

By:

William J. Mills

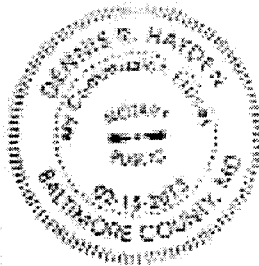
William J. Mills

William J. Mills Vice President

State of Maryland }
Baltimore County } ss:

On this 13th day of February, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

My Commission Expires: February 13, 2013

Notary Public



St. Johns County Board of County Commissioners

Purchasing Division

November 14, 2012

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 13-15 Masters Tract Regional Stormwater Treatment Facility

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.*

CHANGES:

The following Mandatory Pre-Bid Meeting date as published in the Notice to Bidders is hereby corrected

FROM: Tuesday, November 29, 2012

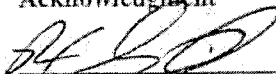
TO: Thursday, November 29, 2012

The time of 9:00 a.m. and location of St. Johns County Utility Dept at 1205 State Road 16, St. Augustine, FL 32084 remain unchanged.

THE BID DUE DATE IS: Wednesday, December 19, 2012 at 2:00 P.M.

Acknowledgment

Sincerely,


Signature and Date 12/19/12

Sharon L. Haluska
Contract Administrator
Purchasing Department

RICKY L. SMITH VICE PRESIDENT
Printed Name and Title
SAYAR ENTERPRISES, INC. DBA
SOUTHERN DEVELOPMENT CORP.
Company Name (Print)

END OF ADDENDUM #1



St. Johns County Board of County Commissioners

Purchasing Division

December 6, 2012

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 13-15 Masters Tract Regional Stormwater Treatment Facility

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.*

TO ALL CONTRACTORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made part of the Contract Documents fully and completely for the construction of the Masters Tract Regional Stormwater Treatment Facility, Jones Edmunds & Associates, Inc., Project No. 19270-048-01, for St. Johns County, dated November 2012.

IN DIVISION 2 – SITE CONSTRUCTION:

1. Section 02930, WETLAND AND UPLAND PLANTING:

Delete:

In its entirety.

Replace with:

Revised Section 02930, WETLAND AND UPLAND PLANTING, provided in Attachment 2.

Note:

Sheets CP-1 through CP-10, included in Attachment 4, have not been revised but are being re-distributed for any bidder who did not receive them with the original bid documents.

THE BID DUE DATE IS: Wednesday, December 19, 2012 at 2:00 P.M.

Acknowledgment



Signature and Date

12/19/12

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

Ricky L. Smith Vice President

Printed Name and Title
Sayar Enterprises, Inc. dba

Southern Development Corp.
Company Name (Print)

ATTACHMENTS

- | | |
|--------------|--|
| ATTACHMENT 1 | RESPONSES TO BIDDERS' QUESTIONS (See Below) |
| ATTACHMENT 2 | REVISED SECTION 02930, WETLAND AND UPLAND PLANTING (Issued as separate attachment to this addendum) |
| ATTACHMENT 3 | CD CONTAINING PDFs OF CONTRACT DOCUMENTS AND DRAWINGS (CD to be direct-mailed to Bidders) |
| ATTACHMENT 4 | SHEETS CP-1 THROUGH CP-10 (Issued as separate attachment to this addendum) |
| ATTACHMENT 5 | MANDATORY PRE-BID MEETING ATTENDEE SIGN-IN SHEET (Issued as separate attachment to this addendum) |
| ATTACHMENT 6 | DRIVING DIRECTIONS TO ST. JOHNS COUNTY PURCHASING DEPT. (Issued as separate attachment to this addendum) |



St. Johns County Board of County Commissioners

Purchasing Division

December 11, 2012

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 13-15 Masters Tract Regional Stormwater Treatment Facility

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

TO ALL CONTRACTORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 3 are hereby made part of the Contract Documents fully and completely for the construction of the Masters Tract Regional Stormwater Treatment Facility, Jones Edmunds & Associates, Inc., Project No. 19270-048-01, for St. Johns County, dated November 2012.

RESPONSES TO BIDDERS' QUESTIONS

- Q1. In reference to canal #4, since most of the excavation is south of the canal and stockpiled north of the canal in what location can we install a temporary crossing? We would prefer to be west of the pond outlet structure so we would not have to cross the outlet pipe with loaded off-road trucks however, that seems to be outside the work area. Is that correct to assume this area is not to be disturbed?*
- A1. Any alterations to Canal 4 that are not shown in the Construction Documents would need permit approvals by the US Army Corps of Engineers, the Hastings Drainage District, the St. Johns River Water Management District, and possible others. This area cannot be disturbed without these additional permits.**
- Q2. In regards to the crossing, can we install a temporary pipe and backfill with soil material or does it have to be a clear span (temp. bridge)?*
- A2. Unless additional permits are obtained, a temporary pipe and backfill cannot be placed in Canal 4. A temporary bridge that spans the canal would not require a permit if the canal is not disturbed or flow impeded.**

Q3. We understand that there is no wetland planting included in the base bid. The pond slopes have sod with the remaining of the site stabilized with permanent seeding except for the bottom of the pond which we assume will be under water. If you award the base bid and alternate #1A, which we assume includes the wetland plants for cell 3 only, where would the cost of the wetland plants for the base bid be figured? Same question would pertain to Alternate #4 and Alternate #5.

A3. Wetland plants are included in the Base Bid, specifically at the Littoral Zone. Therefore, wetland plantings for the Littoral Zone shall be included in the Base Bid. If the Base Bid and Alternate #1A are awarded, the Littoral Zone wetland plants shall be included in the Base Bid and Wetland Cell 3 wetland plants shall be included in Alternate #1A.

Similarly, if Alternate #4 or Alternate #5 is awarded, the associated wetland plants would be included in each respective Alternate.

THE BID DUE DATE IS: Wednesday, December 19, 2012 at 2:00 P.M.

Acknowledgment

Sincerely,

 12/19/12
Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

RICKY L. SMITH VICE PRESIDENT
Printed Name and Title
SAYAR ENTERPRISES, INC. DBA
SOUTHERN DEVELOPMENT CORP.
Company Name (Print)

END OF ADDENDUM #3



St. Johns County Board of County Commissioners

Purchasing Division

December 12, 2012

ADDENDUM #4

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 13-15 Masters Tract Regional Stormwater Treatment Facility

This Addendum #4 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

TO ALL CONTRACTORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 3 are hereby made part of the Contract Documents fully and completely for the construction of the Masters Tract Regional Stormwater Treatment Facility, Jones Edmunds & Associates, Inc., Project No. 19270-048-01, for St. Johns County, dated November 2012.

RESPONSES TO BIDDERS' QUESTIONS

Q1. *In reviewing the bid documents for the Masters Stormwater Tract project, I noticed that there is a clause in there that states:*

"All plant material shall be container grown Florida #1 or better..."

Most of the plant material seems to be either bare-root specimens, 2" liner or 1 gallon in size. To my knowledge, the Florida Grades and Standards for Nursery Grown material doesn't really categorize such small specimens as Florida Fancy, #1 etc. as most of the bare-root and 2" liner material is field grown and harvested. Is this a strict standard that must be adhered to or if we supply good quality plants from an Association of Florida Native Nurseries (AFNN) nursery, would that material be accepted? In order to provide true Florida #1 material on that scale, the plants would have to be specifically contract grown to meet Florida #1 standards, but not sure how they would meet those standards for such small size material.

Please clarify as it will have a major effect on the overall price of the planting portion of the bid, thanks.

A1. **Acceptable Wetland Plant materials shall be obtained from an "Association of Florida Native Nurseries" nursery and shall consist of bare-root transplants, 2" liners, and 1 gallon tree and shrubs as specified in the plans. Plant material does not need to meet Florida #1 or 2. However, plant material must be in good quality and not damaged, bent, chloric, contain**

dry rootball, root bound, or have other characteristics that indicate poor quality material. The Owner's Representative will examine the submitted plant material samples as well as oversee plant material being installed and accept or reject the plant material. **NOTE:** The proposed nursery name must be shown on Attachment "C" – List of Subcontractors/Major Material Suppliers and cannot be changed without PRIOR approval of the Owner.

Q2. The plans call for Fabriform Unimat (or approved equal) and the specifications 02600-4 refer to Filter Point Matt. Which is correct?

A2. Use Fabriform Unimat or approved equal, 6" thick with weep holes at 5 ft centers

THE BID DUE DATE IS: Wednesday, December 19, 2012 at 2:00 P.M.

Acknowledgment

Sincerely,


Signature and Date 12/19/12

Sharon L. Haluska
Contract Administrator
Purchasing Department

RICKY L. SMITH VICE PRESIDENT

Printed Name and Title

SAYAR ENTERPRISES, INC. DBA

SOUTHERN DEVELOPMENT CORP.

Company Name (Print)

END OF ADDENDUM #4

EARTHBALANCE® PROJECT EXPERIENCE

PROJECT: Northeast Florida Regional Airport
Marsh Creation

LOCATION: St. Augustine, Florida

PROJECT OWNER: St. Johns County Airport Authority, Florida
(Contracted by: *Turnbull Environmental, Inc.*)

CONTACT: Mr. Rich Turnbull, Turnbull Environmental, Inc.
50 Agnes Circle
St. Augustine, Florida 32080
Phone: (904) 461-8305
Email: rich@turnbulleenvironmental.com

CONTRACT TOTAL: \$537,514.60

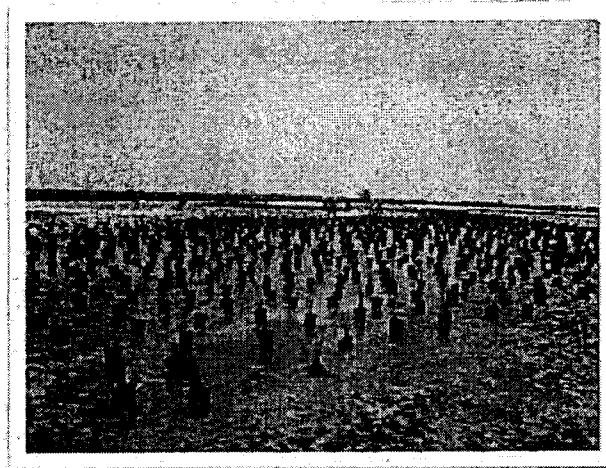
CURRENT STATUS: Planting Completed June 2011 - September 2011
Ongoing Monitoring and Maintenance

PROJECT TEAM: Chrissy Hensel, PMP - Senior Project Manager, EarthBalance®
Marcy Kostenbauder - Project Manager, EarthBalance®
James Laroque - Assistant Project Manager, EarthBalance®

WINNER OF THE AIRPORT'S COUNCIL INTERNATIONAL – NORTH AMERICA'S 2012 ENVIRONMENTAL ACHIEVEMENT AWARD

Planting

EarthBalance® installed approximately 178,783 1-gallon plants for the Northeast Florida Regional Airport Spoil Island Mitigation project to create saltmarsh habitat. Plant species included smooth cordgrass, black needle rush, saltgrass, and seashore paspalum. EarthBalance® also installed approximately 14,000 square yards of coconut matting over erosion control mats located on the Intracoastal Waterway. An additional 14,163 4-inch plants were installed through the coconut matting, within the open cells of the geo web erosion control. The planting effort was completed in 10 weeks with a crew of 10-20 crew laborers. The average install rate per person was over 400 units per day. Plants were grown at our nursery and transported via tractor trailer to the project site. Challenges included transporting plant material to the created marsh island with small trailers over wet terrain and the logistical coordination of a large number of plants and crew out-of-town for an extended period.



Monitoring and Maintenance

EarthBalance® continues vegetation maintenance within the restoration area through regular monitoring and ongoing herbicide application events to control nuisance and exotic vegetation. Monitoring and ongoing vegetation maintenance targeting all Florida Exotic Pest Plant Council (FLEPPC) Category I nuisance and exotic species are currently scheduled through 2014.

EARTHBALANCE® PROJECT EXPERIENCE

PROJECT: Turnbull Creek Regional Off-Site Mitigation Area

LOCATION: St. Augustine, Florida

PROJECT OWNER: St. Johns County, Florida
(Contracted by: Turnbull Environmental, Inc.)

CONTACT: Mr. Rich Turnbull, Turnbull Environmental, Inc.
50 Agnes Circle
St. Augustine, Florida 32080
Phone: (904) 461-8305
Email: rich@turnbullenvironmental.com

CONTRACT TOTAL: \$504,036.50

CURRENT STATUS: Planting Completed February 2009 - August 2009
Ongoing Monitoring and Maintenance

PROJECT TEAM: Chrissy Hensel, PMP - Senior Project Manager, EarthBalance®
Marcy Kostenbauder - Project Manager, EarthBalance®
James Laroque - Assistant Project Manager, EarthBalance®

Planting

EarthBalance® installed approximately 140,558 native plants within the 718-acre Turnbull Creek Regional Off-Site Mitigation Area in St. Johns County, Florida. EarthBalance® supplied, delivered, and installed the 140,558 plants including: 5,700 Soft rush, 8,400 Fireflag, 10,900 Pickerelweed, 6,400 Spikerush, 6,400 Duck potato, 2,650 Sand cordgrass, 30,630 Muhly grass, 27,980 Wiregrass, 7,120 Cinnamon fern, 7,120 Virginia chain fern, 14,010 American beautyberry, 5,042 Slash pine, 13 Silver bay, 393 Red maple, 520 Pond cypress, 380 Loblolly bay, and 6,900 Sawgrass.

Monitoring and Maintenance

EarthBalance® continues vegetation maintenance within the mitigation area through regular monitoring and ongoing herbicide application events to control nuisance and exotic vegetation. Ongoing vegetation maintenance targeting all Florida Exotic Pest Plant Council (FLEPPC) Category 1 nuisance and exotic species is currently on scheduled through 2012.

Wetland Pine Thinning

EarthBalance® physically established approximately 15 miles of boundary limits for pine thinning using a handheld Global Positioning System (GPS) unit. These planted pine areas were historically wetlands. A combination of hydrologic enhancements and manual pine thinning work will generate wetland mitigation credits for St. John's County. EarthBalance® is reducing coverage of pine trees in these areas using the following criteria:

- Fell and leave all pine trees less than 6 inches diameter at breast height (DBH) within wetlands.
- Fell and remove approximately 50% of all pine trees greater than 6 inches DBH within wetlands. Trees are pulled mechanically into the upland buffer when possible using chains. If necessary, trees are cut up and moved into the buffer area by hand.
- Girdle and leave in place approximately 25% of all pine trees greater than 6 inches DBH within wetlands.

EARTHBALANCE® PROJECT EXPERIENCE

PROJECT: Mosaic South Fort Meade Mine
Propps Branch Wetlands 1 and 3

LOCATION: Fort Meade, Florida

PROJECT OWNER: Mosaic

CONTACT: Mr. Mike Chanen
13830 Circa Crossing Drive
Lithia, Florida 33547
Phone: (813) 500-6893
Email: mike.chanen@mosaicco.com

CONTRACT TOTAL: \$123,401.76

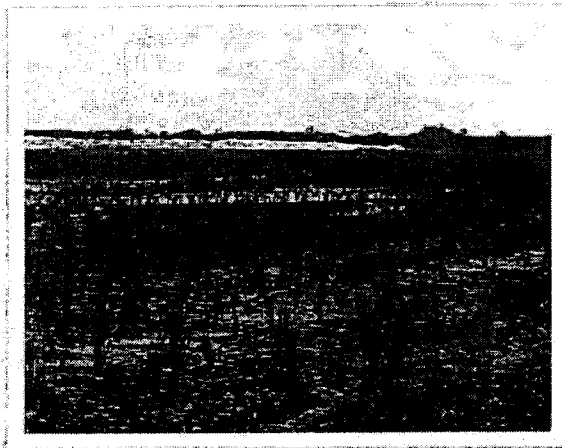
CURRENT STATUS: October 2010 to Present

PROJECT TEAM: Chrissy Hensel, PMP - Senior Project Manager, EarthBalance®
Lupe Gonzalez - Crew Manager, EarthBalance®

SCOPE OF WORK:

Planting

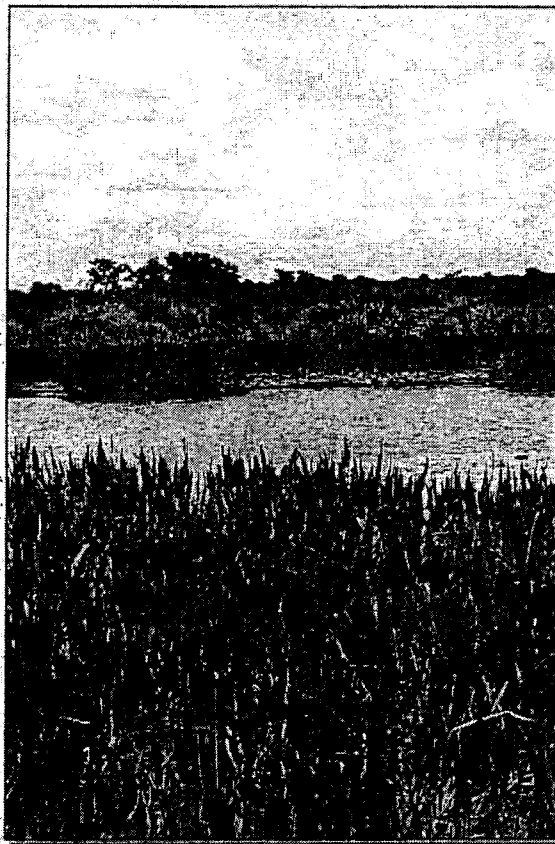
EarthBalance® installed approximately 230,791 bareroot and 2-inch native plants for the Mosaic South Fort Meade Mine Propps Branch Wetlands 1 and 3 projects in October 2010. A total of 20.45 acres of wetlands were created (reclaimed) after phosphate mining activities. Plant species included maidencane, soft rush, spikerush, duck potato, sand cordgrass, alligator flag, and soft bulrush. EarthBalance® continues to perform vegetation maintenance and monitoring within the mitigation area. Monitoring and ongoing vegetation maintenance targeting all Florida Exotic Pest Plant Council (FLEPPC) Category I nuisance and exotic species are currently scheduled through 2015.



Firm Overview

EarthBalance® is Florida's leading ecological restoration and consulting firm, specializing in restoring, protecting, and managing ecosystems. We take projects from inception through permitting, construction, and regulatory compliance, and we develop ecological solutions that benefit both society and the environment. Our core services include environmental consulting, Geographic Information Systems (GIS), ecosystem restoration, mitigation banking, and native plant supply. EarthBalance® combines the knowledge-based work of environmental consulting with real world implementation of habitat restoration. We utilize industry-leading technologies to achieve optimal restoration results, and we plan around the natural tendencies of the ecosystem to revert to a more natural state. In habitat restoration, we utilize these tendencies to accelerate the restoration process.

Established in 1985, EarthBalance® serves clients throughout Florida and surrounding states, with offices in North Port and Central Florida. We also operate a native plant nursery, and mitigation banks in Citrus, DeSoto, Hardee and Sarasota Counties. We make full use of our extensive range of resources from each of our regional offices, and develop project teams to match the challenges of each project. Staff includes a multidisciplinary team of biologists, ecologists, wetland scientists, a geologist, and GIS/AutoCAD specialists. Restoration teams include licensed herbicide applicators and field technicians who are proficient in restoration design, evaluation, wetland enhancement, exotic and nuisance plant control, plant supply, and ongoing maintenance.



Environmental Consulting

Since 1985, EarthBalance® has provided comprehensive environmental consulting services to private and public clients throughout Florida. Environmental consulting is based on our solid foundation of academic training, knowledge of laws and rules governing the regulation, management and public acquisition of environmental resources, and a genuine commitment to finding optimal solutions for our clients. We describe our consulting services under the following categories: project approval consulting; land management plans; public land acquisition consulting; resource-based land planning; water supply consulting; and research and development. While these categories describe the majority of our consulting work, we also provide services for due diligence surveys, environmental rule development, and expert testimony.

Firm Overview (Cont'd.)



Project Approval Consulting and Regulatory Agency Coordination:

EarthBalance® assists clients in obtaining government approval for projects that have potential impacts to the natural environment. We have the technical expertise, knowledge of the review process, and a professional relationship with environmental regulatory agencies. Our staff regularly coordinates with the Florida Department of Environmental

Protection, US Army Corps of Engineers, Florida's Water Management Districts, US Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Natural Resources Conservation Service, and the National Marine Fisheries Service.

Mitigation Banking

EarthBalance® has combined its expertise in project permitting with its ecosystem restoration capability to build cost-effective mitigation. Using its technical expertise and project experience in mitigation analysis, offsite mitigation, mitigation banking, and mitigation credit evaluation, EarthBalance® partners with landowners to sponsor wetland mitigation banks that provide guaranteed high-quality compensation for wetlands lost to development. Private developers, utilities, and public infrastructure agencies pay the mitigation bank to accept their obligation to replace wetlands. This arrangement provides budgetary certainty, avoids operational issues outside their core competencies, and ends their continuing liability for success of wetland compensation.

Threatened and Endangered Species

EarthBalance® conducts preliminary environmental assessments and field surveys of threatened or endangered wildlife and vegetation to reveal the presence, absence, and/or densities of listed species. The surveys are used to evaluate and determine the impact of a proposed land use on listed species. Surveying of upland and wetland habitats, as well as species-specific surveys for gopher tortoises, small mammals, and herpetofaunal species, is conducted in accordance with standard methods established by the Florida Fish and Wildlife Conservation Commission. Our chief wildlife specialist is a zoologist/ecologist with over 25 years experience in the environmental field who specializes in dealing with protected wildlife issues related to development in Florida.



Firm Overview (Cont'd.)



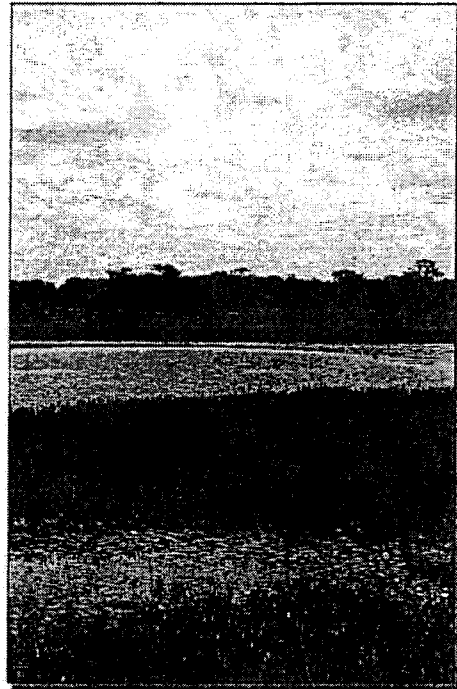
Geographic Information Systems (GIS)

EarthBalance® applies the highest technology available to restore, protect, and maintain natural systems. Our use of GIS and related technologies exemplifies this commitment. Because much environmental and spatial data are already available from public agencies, accessing the data saves time and money, while assuring consistency. With GIS, we are able to collect and store geographically referenced data about environmental features of property for our clients. We offer a wide range of environmental services, including aerial photographic habitat mapping, cultural site mapping, mapping for

environmental assessments and management plans, flora and fauna inventories and monitoring, and development of geospatial databases for project sites.

Environmental Permitting and Permit Compliance

EarthBalance® provides creative and cost-efficient environmental permitting and permit compliance, and we are proficient in all facets of federal, state, and county wetland and wildlife permitting. We have a clear understanding of regulatory agencies' permitting requirements, and we work closely with engineers to develop a project plan that considers all environmental issues from the onset. This proactive approach to environmental permitting not only eliminates the expense of project revisions, but it also best achieves our clients' project goals.



Construction Inspection Services for Permit Compliance

EarthBalance® provides construction oversight to contractors to facilitate their compliance with the environmental conditions of a permit. We work at the outset to satisfy permit conditions permanently to relieve clients of the burden of continued monitoring, maintenance, and reporting. Our clients benefit from our proficiency in interpreting permit conditions and recommending cost-effective construction options.

Firm Overview (Cont'd.)

Ecosystem Restoration

EarthBalance® provides both scientific expertise and implementation to restore and manage natural systems. Our ecological engineering approach utilizes natural processes to achieve project objectives. When restoring a damaged habitat, we utilize the natural tendencies of the ecosystem to "revert" to a more natural state to accelerate the restoration process. We are on the forefront of the emerging ecosystem restoration industry because of our experience in multi-million dollar restoration



projects, strong commitment to research and development, diverse and experienced team of scientific experts, and native plant production facilities in Florida. EarthBalance® is committed to large-scale habitat restoration, which we believe is only achievable by finding efficiencies of scale. We recently finished harvesting nearly a ton of upland grass seed for next year's restoration projects. Partnering with a sod farm, we are developing scalable production of maidencane rhizomes for wetland creation. We have created wetland mitigation banks in the Peace River, Myakka River, and Upper Coastal basins, restored 25 miles of beach vegetation in Myrtle Beach, SC, and controlled *Melaleuca* invasions in thousands of acres throughout South Florida. In every case, we have found efficiencies that made the large-scale project feasible. At Hines Energy Complex, for example, we found the use of Global Positioning Systems (GPS) and Geographic Information Systems (GIS) technology improved our efficiency and gave us greater flexibility to deal with the vagaries of the clay surface.

Exotic and Nuisance Plant Control



EarthBalance® fights exotic plant invasion with techniques appropriate to protect and manage natural ecosystems. Our solutions, customized to each situation, include selective hand removal of exotic plants in highly sensitive areas, aerial spraying of herbicide, and mechanical removal. Invasion of exotic plants or nuisance plants often follows some environmental change that must be corrected to sustain control of these unwanted plants. At EarthBalance®, we work to identify the factors we can correct to make long-term control achievable for the least cost. We constantly explore ways to make exotic plant control less expensive, and therefore achievable over larger

Firm Overview (Cont'd.)

landscapes. We strive to balance the client's need for instant results and less expensive eradication options with longer timeframes. Combining long-term treatment techniques with early treatment creates the least expensive

solutions and, as always, demonstrates our commitment to working within each land manager's budget to develop the best exotic and nuisance plant control strategy.

Native Upland Restoration

EarthBalance® leads the industry in developing restoration strategies for uplands. As the demand for return of native habitat continues to grow, EarthBalance® is developing innovative and cost-effective techniques to restore native upland plant communities. While wetland restoration may require reversing drainage alterations, we can often restore upland native plant communities by simply providing a source of native seeds, the proper fire regime, and selective removal of exotic vegetation.



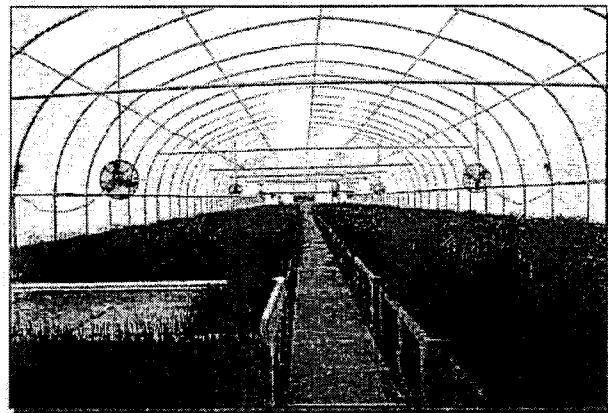
Littoral Zone Planting

As more and more natural lands give way to built environments, there is an urgent need to restore natural vegetative areas. Particularly important are the areas surrounding lakes and wet retention basins, called littoral zones. These littoral zones are an integral component of surface water management systems and must meet local government requirements. Littoral zones not only support native aquatic vegetation and provide a good habitat for wildlife, they also filter out excess nutrients and pollutants from storm-water runoff that ultimately drains into our streams and bays.

EarthBalance® provides a full spectrum of services related to the planting of littoral zones:

- Plant installation for new construction
- Supplemental planting
- Selection and supply of plant material
- Ongoing maintenance

Our project managers are experienced biologists and wetland scientists who understand the design and potential



Firm Overview (Cont'd.)

complexities of surface-water systems. They are knowledgeable with regard to local and county government requirements for the diversity of plants, percentages of coverage, and survival rates. Our full-time planting crews are proficient in identification, selection, and placement of plants to ensure optimum growth and survival.



An array of competitively priced planting packages are available. Using a combination of transitional native plants and emergent aquatic plants, many of which are from our own nursery, we can ensure superior quality material, on-time delivery, and competitive pricing. EarthBalance® has the staff and resources available to serve the planting needs of large-scale developers, golf course communities, commercial developments, and community associations.

Wetland Creation

The EarthBalance® team provides start-to-finish wetland creation services for customers fulfilling permit requirements, as well as those using wetlands in landscape or water management plans. We've built wetlands for water purification, wildlife habitat, aesthetic value, and flood retention. Clients rely on us to provide all services necessary to create and maintain wetland landscapes. This includes the design and implementation of earthmoving for wetland creation, wetland planting, and post-planting care.