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RESOLUTION NO. 2013 - 63

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 13-17 AND TO EXECUTE AN AGREEMENT FOR NORTHWEST WASTEWATER TREATMENT PLANT 3.0 MGD AADF

RECITALS

WHEREAS, the County desires to enter into a contract with WPC Industrial Contractors, LLC to provide services for Northwest Wasterwater Treatment Plant 3.0 MGD AADF; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for the construction of new facilities and equipment to serve as an advanced wastewater treatment plant; and

WHEREAS, through the County's formal bid process, WPC Industrial Contractors, LLC 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 4487-56302 State Revolving Funding (SRF) program; 4417-56302 and 4484-56302 Non SRF and

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 13-17 Northwest Wastewater Treatment Plant 3.0 MGD AADF to WPC Industrial Contractors, LLC.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with WPC Industrial Contractors, LLC on behalf of the County for the completion of the Northwest Wastewater Treatment Plant 3.0 MGD AADF specifically provided in Bid No 13-17.

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.

19 PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this day of March, 2013.

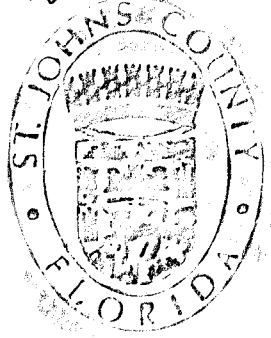
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature] Northwest Chair

Wastewater Treatment Plant 3.0 MGD AADF

ATTEST: Cheryl Strickland, Clerk

By: [Signature] Deputy Clerk



RENDITION DATE 3/21/13

SECTION 00020
NOTICE TO BIDDERS

BID NUMBER 13-17

Notice is hereby given that sealed Bids will be received until **2:00 P.M. on January 30, 2013**, by Sharon Haluska, Contract Administrator, St. Johns County Purchasing Department at 500 San Sebastian View, St. Augustine, Florida 32084, for construction of the **Northwest Wastewater Treatment Plant, Phase I – 3.0 MGD AADF**. Bids will be opened promptly and read aloud publicly at 2:00 P.M. deadline. Bids received after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work: The construction of the **Northwest Wastewater Treatment Plant, 3.0 MGD AADF** project requires contractor to furnish all labor, materials, equipment, and incidentals required to construct new facilities and equipment to serve as an advanced wastewater treatment facility named the Northwest Wastewater Treatment Plant with a rated capacity of 3 million gallons per day on an annual average day basis. The scope of work also includes but is not limited to an access road, site work including fence and gate, paving, grading, & drainage, testing and permitting all in accordance with the Contract Documents. A detailed scope of work including all base bid items and major alternates can be found in the bid and contract documents.

This project is partially funded through a State Revolving Fund Loan. The reclaimed water system consisting of the reclaimed water storage tank and associated aerator, the reclaimed water pump station, and VFDs, the reclaimed water flow meter as well as associated reclaimed water piping and valves, electrical and instrumentation will be funded through the State Revolving Fund Loan. As a result, the reclaimed water system portion of the project shall be subject to all Federal-Contract Requirements as provided in the Florida Department of Environmental Protection Supplementary Conditions as contained in the Bid Documents and shall meet the Federal Wage Rates. Each qualified bidder will be required to bid on both portions of the project: the SRF funding eligible portion and the non SRF funding eligible portion.

Minimum Qualifications: Prime bidders must be fully licensed as a Certified General Contractor or Certified Underground Utility Contractor to do business in the State of Florida and must have successfully constructed, as a prime contractor or subcontractor, at least two (2) projects of the same size (3 MGD or more), dollar value (\$20 million or more) and type of construction proposed for this project in the past ten (10) years.. The Prime bidder must have been in business under the bidding firm's name for at least ten (10) years. The contractor (prime or subcontractor) performing the electrical scope of work shall be licensed in the State of Florida as an electrical contractor and shall have been in business as an electrical contractor for at least ten (10) years. Additionally, the electrical subcontractor must have successfully constructed at least two (2) water and/or wastewater plant projects of similar size and dollar value.

There will be a **Mandatory Pre-Bid Conference on Tuesday, December 11, 2012 at 10:00 A.M.** at the St. Johns County Utility Department, Matanzas Conference Room, 1205 SR 16, St. Augustine, Florida 32084, **Failure to attend and sign in at the mandatory Pre-Bid Conference will result in rejection of your Bid. Meeting doors will be closed promptly at 10:00 A.M. Anyone arriving after the doors have closed will not be allowed admittance to the meeting. It is the Contractor's responsibility to assume full responsibility for timely arrival.**

Copies of Bidding Documents for the project (drawings and associated technical specifications) may be

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obtained from CDM Smith, 8381 Dix Ellis Trail, Suite 400, Jacksonville, FL 32256, 904-731-7109, Cheryl Gullotto-GullottoCA@CDMsmith.com for the sum of \$500.00 per set, which is non-refundable. Make checks payable to CDM Smith. Electronic copies of the Bidding Documents for the project (drawings and associated technical specifications) may be obtained at the same location for the sum of \$200 per set, which is non-refundable. Make checks payable to CDM Smith.

Any and all technical questions relative to this project shall be directed in writing to Scott Trigg, P.E., St. Johns County Utility Department, 904-209-2622, strigg@sjcfl.us. Any questions regarding the procurement documents or process shall be directed in writing to Sharon Haluska, Contract Administrator, St. Johns County Purchasing Department, 904-209-0156, shaluska@sjcfl.us. The deadline for all questions shall be 4:00 P.M., Tuesday, January 8, 2013.

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

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

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

St. Johns County reserves the right to accept or reject any or all Bids, waive minor formalities, and to award the Bid that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bids and any bid alternates in any combination that best suits the needs of the County.

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

BY: _____
Deputy Clerk

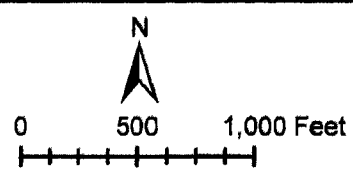
**Approximate
Northwest WWTP**

bing

Legend

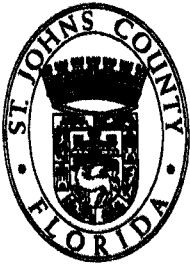
Approximate NW WWTP

— Approximate Access Road



Approximate Location
of the Proposed Access Road
and the Northwest WWTP Site Boundaries

**GDM
Smith**



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Scott Trigg, P.E., Engineer III, Utility Department
FROM: Sharon Haluska, Contract Administrator *SH*
SUBJECT: Transmittal of Bids Received for Bid No. 13-17, Northwest Wastewater Treatment Plant, Phase I – 3.0 MGD AADF
DATE: January 30, 2013

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

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

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

Dept. Approval *[Signature]*

Date 2/25/13

Budget Amount 21,100,000

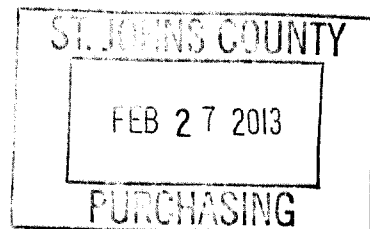
Account Funding Title TBD

SRF 4487-56302 \$1,900,000

Funding Charge Code *DOA* 4417-56302 \$17,477,000

Award to WPC Industrial Contractors

Award Amount \$ 19,377,000.00



**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**
(1992 EDITION, REVISED 2/7/13)

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 **WPC Industrial Contractors, LLC, 11651 Philips Highway, Jacksonville, FL 32256 (p) 904-268-0099 (f) 904-268-2922** hereinafter referred to as the "Contractor") under seal for Construction of **Northwest Wastewater Treatment Plant 3.0 MDG AADF** 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): Bid Documents; Plans; Specifications; Addendum 1, 2, 3 and 4; Insurances and Bonds.

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

1.3 Entire Agreement

1.3.1 The 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 Agreement 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 Agreement 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 Agreement 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 The 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 Agreement, 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 Agreement, 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 Agreement 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 Agreement.

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

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 the 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 Agreement.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Agreement, 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 Agreement. The Work to be performed by the Contractor is generally described as follows:

The Scope of Work for this project shall generally include the construction of the Northwest Wastewater Treatment Plant, 3.0 MGD AADF requiring the contractor to furnish all labor, materials, equipment, and incidentals required to construct new facilities and equipment to serve as an advanced wastewater treatment facility named the Northwest Wastewater Treatment Plant with a rated capacity of 3 million gallons per day on an annual average day basis. Additionally, the scope of work shall include but is not limited to construction of an access road, site work including fence and gate, paving, grading, & drainage, testing and permitting. All work shall be specifically constructed in accordance with the all bid documents, including but not limited to technical plans and specifications.

The reclaimed water system portion of the project shall be subject to all Federal-Contract Requirements as provided in the Florida Department of Environmental Protection Supplementary Conditions including compliance with Federal Wage Rates.

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 **Seven Hundred & Thirty (730)** consecutive calendar days. Final Completion shall be **Sixty (60)** 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 **\$ Three Thousand One Hundred Dollars (3,100.00)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Notice to Proceed and **\$ One Thousand Nine Hundred Dollars (\$1,900.00)** per day for each and every calendar day of unexcused delay in achieving Final Project Completion beyond the date set forth for Final Completion in the Notice to Proceed. 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 Agreement. When the Owner reasonably believes that Substantial Completion or 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 Substantial or 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.

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 Agreement that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Final Completion

3.3.1 "Final Completion" shall mean that all Work is sufficiently complete in accordance with this Agreement that the Owner can take full possession of the Work and the project is fully functional. All limitations of time set forth in the Contract Documents are of the essence of this Agreement.

3.4 Time is of the Essence

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

ARTICLE IV CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein a Total Contract Value of \$Nineteen Million Three Hundred Seventy-Seven Thousand Dollars & XX/Cents as follows: \$Seventeen Million Three Hundred & Sixty-Two Dollars & XX/Cents (\$17,362,000.00) – Part A + \$One Million Nine Hundred Thousand Dollars & XX Cents (\$1,900,000.00) – Part B + \$One Hundred & Fifteen Thousand Dollars & XX/Cents (\$115,000.00) - Alternate #3. 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 Agreement.

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 Agreement. 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 Agreement 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 - 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 based upon the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted. 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, payments will be made in accordance with the Local Government Prompt Payment Act.

5.2.3 The amount of such payments shall be the total value of the Work done to the date of the estimate, based upon the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078 of the Florida Statutes:

(a) Owner may withhold from each progress payment made to the Contractor an amount not to exceed ten (10) percent of the payment as retainage until fifty (50) percent completion of the Work.

(b) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, Owner will reduce to five (5) percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. The term "fifty (50) percent completion" as used in this provision means the point at which Owner has expensed fifty (50) percent of the total cost of the Work purchased as provided herein, together with all costs associated with existing change orders and other additions or modifications to the Work described herein.

(c) After fifty (50) percent completion of the Work is purchased pursuant to this Agreement, the Contractor may present to the Owner a payment request for up one-half of the retainage held by the Owner. The Owner shall make prompt payment to the Contractor, unless in accordance with Section 255.078(6) of the Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the Owner or the Contractor.

5.2.4 Each 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 Agreement, 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 Agreement. 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 Agreement. 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 Agreement.

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 Agreement and this Agreement 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 Agreement, 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 Agreement, 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 Agreement.

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 Agreement 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 Agreement. This warranty shall survive termination of this Agreement and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

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 Agreement.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Agreement 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 Agreement. 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 Agreement. The Project Director shall be the Owner's representative from the effective date of this Agreement 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 Agreement.

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 Agreement.

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

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

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

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

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

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 Agreement and the Owner shall continue to make payments to the Contractor in accordance with this Agreement. 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 Agreement, 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 Agreement, 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 Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Agreement 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 Agreement, 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 Agreement. 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 Agreement as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Agreement, 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 Agreement, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform to this Agreement, 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 Agreement. 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 Agreement, 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 Agreement. 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 Agreement. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

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

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Agreement 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 Agreement 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 Agreement 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 terminate this Agreement for convenience. In such instance, the Owner shall provide written notice of such termination to the Contractor specifying when termination shall become 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 Agreement;
- (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 perform 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 substantially violates a material provision of this Agreement, 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 Agreement, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

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

ARTICLE XIII INSURANCE

13.1 Contractor's Insurance:

13.1.1

The 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 the Bid No. 13-17 Northwest Wastewater Treatment Plant 3.0 MGD AADF 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

- 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.

Builders Risk: The Contractor shall purchase and maintain Builders Risk insurance, property insurance written on an "all risk " policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations , Offsite Storage and Transit.

The Contractor shall be responsible for the deductible. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

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 the Contract 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 Agreement. The Contractor shall not assign this Agreement 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 Agreement 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 Agreement 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, **WPC Industrial Contractors, LLC** 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 **WPC Industrial**

Contractors, LLC 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.: Bid No. 13-17 - - Northwest Wastewater Treatment Plant 3.0 MDG AADF

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

WPC Industrial Contractors, LLC (Seal)

(Typed Name)

By: _____

Signature

Printed Name & Title

Date of Execution

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

NORTHWEST WASTEWATER TREATMENT PLANT
PHASE I - 3.0 MGD AADF

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

DECISION WITH RESPECT TO THE AWARD OF ANY BID,

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
JAIME LOCKLEAR

BID NUMBER
13-17

OPENING DATE/TIME
January 30, 2013 2:00 PM

FROM

POSTING DATE/TIME
01/30/13 3:00 PM

UNTIL

02/04/13 3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

PAGE (S) 1 of 4

BIDDERS	TOTAL LUMP SUM BID PRICE (BASE BID A, BASE BID B, AND ALL ALLOWANCES)	ALTERNATE BID ITEM # 1, BOLTED STEEL SLUDGE HOLDING TANK TOTAL LUMP SUM PRICE	ALTERNATE # 2 ELECTRICAL GEAR TOTAL LUMP SUM PRICE	ALTERNATE # 3 FUTURE UV MODULES TOTAL LUMP SUM PRICE	BID BOND	ATTENDED MANDATORY PRE-BID MEETING	ADDENDUMS 1-4
BALFOUR BEATTY INFRASTRUCTURE	\$24,965,000.00 ✓	Deduct \$0.00 ✓	\$100,000.00 ✓	\$195,000.00 ✓	YES	YES	YES
PCL CIVIL CONSTRUCTION	\$23,343,136.69 ✓	NO BID ✓	NO BID ✓	\$175,000.00 ✓	YES	YES	YES
GARNEY COMPANIES	\$21,395,000.00 ✓	Deduct \$10,000.00 ✓	NO BID ✓	\$175,000.00 ✓	YES	YES	YES
WPC INDUSTRIAL CONTRACTORS	\$19,262,000.00 ✓	Deduct \$5,000.00 ✓	Deduct \$3,200.00 ✓	\$115,000.00 ✓	YES	YES	YES
ADAMS ROBINSON ENTERPRISES	\$21,462,000.00 ✓	Deduct \$25,000.00 ✓	\$3,000.00 ✓	\$165,000.00 ✓	YES	YES	YES
POOLE & KENT COMPANY OF FL	\$22,406,000.00 ✓	NO BID ✓	\$150,000.00 ✓	\$250,000.00 ✓	YES	YES	YES

BID AWARD DATE -

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE NORTHWEST WASTEWATER TREATMENT PLANT
PHASE I - 3.0 MGD AADF

13-17

BID NUMBER

OPENING DATE/TIME January 30, 2013

2:00 PM

FROM

POSTING DATE/TIME 01/30/13

3:00 PM

UNTIL

02/04/13

3:00 PM

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
JAIMIE LOCKLEAR

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

PAGE(S) 2

of 4

BIDDERS	BASE BID ITEM A CONSTRUCTION BID PRICE	BASE BID ITEM B RECLAIMED WATER SYSTEM BID PRICE	FPL ALLOWANCE FOR TEMPORARY, PERMANENT AND START UP AND TESTING ELECTRIC POWER	GEOTECHNICAL ALLOWANCE	PERMIT ALLOWANCE	UV TESTING ALLOWANCE	TELECOMMUNICA TIONS ALLOWANCE
ORTEGA INDUSTRIAL CONTRACTORS	\$19,688,532.00 ✓	\$1,238,110.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$0.00 ✓	\$10,000.00 ✓
BRASFIELD & GORRIE	\$19,275,000.00 ✓	\$1,400,000.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$0.00 ✓	\$10,000.00 ✓
RTD CONSTRUCTION	\$19,670,200.00 ✓	\$1,621,700.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$50,000.00 ✓	\$10,000.00 ✓
LAYNE HEAVY CIVIL	\$19,052,000.00 ✓	\$1,200,000.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$0.00 ✓	\$10,000.00 ✓
WHARTON-SMITH	\$20,372,000.00 ✓	\$2,090,000.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$0.00 ✓	\$10,000.00 ✓

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE NORTHWEST WASTEWATER TREATMENT PLANT

PHASE I - 3.0 MGD AADF

13-17

BID NUMBER 13-17
OPENING DATE/TIME January 30, 2013 2:00 PM

POSTING DATE/TIME 01/30/13 3:00 PM
FROM UNTIL 02/04/13 3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF 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 PURCHASING DEPARTMENT.

OPENED BY LEIGH DANIELS
TABULATED BY JAMIE LOCKLEAR
VERIFIED BY

PAGE (S) 3 of 4

BIDDERS	BASE BID ITEM A CONSTRUCTION BID PRICE	BASE BID ITEM B RECLAIMED WATER SYSTEM BID PRICE	FPL ALLOWANCE FOR TEMPORARY, PERMANENT AND START UP AND TESTING ELECTRIC POWER	GEOTECHNICAL ALLOWANCE	PERMIT ALLOWANCE	UV TESTING ALLOWANCE	TELECOMMUNICA TIONS ALLOWANCE
BALFOUR BEATTY INFRASTRUCTURE	\$22,845,000.00 ✓	\$1,650,000.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$0.00 ✓	\$10,000.00 ✓
PCL CIVIL CONSTRUCTION	\$21,377,349.55 ✓	\$1,555,787.14 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$0.00 ✓	\$10,000.00 ✓
GARNEY COMPANIES	\$19,595,000.00 ✓	\$1,390,000.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$0.00 ✓	\$10,000.00 ✓
WPC INDUSTRIAL CONTRACTORS	\$16,952,000.00 ✓	\$1,900,000.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	NO BID ✓	\$10,000.00 ✓
ADAMS ROBINSON ENTERPRISES	\$19,552,000.00 ✓	\$1,500,000.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$0.00 ✓	\$10,000.00 ✓
POOLE & KENT COMPANY OF FL	\$20,396,000.00 ✓	\$1,600,000.00 ✓	\$200,000.00 ✓	\$100,000.00 ✓	\$100,000.00 ✓	\$0.00 ✓	\$10,000.00 ✓

BID AWARD DATE -

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE NORTHWEST WASTEWATER TREATMENT PLANT
PHASE I - 3.0 MGD AAD

BID NUMBER 13-17

OPENING DATE/TIME January 30, 2013 2:00 PM

POSTING DATE/TIME 01/30/13 01/30/13
3:00 PM 3:00 PM

FROM 01/30/13 02/04/13 **UNTIL** 02/04/13 3:00 PM

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

OPENED BY LEIGH DANIELS
TABULATED BY JAMIE LOCKLEAR
VERIFIED BY [Signature]

PAGE (S) 4 of 4

BIDDERS	TOTAL LUMP SUM BID PRICE (BASE BID A, BASE BID B, AND ALL ALLOWANCES)	ALTERNATE BID ITEM # 1, BOLTED STEEL SLUDGE HOLDING TANK TOTAL LUMP SUM PRICE	ALTERNATE # 2 ELECTRICAL GEAR TOTAL LUMP SUM PRICE	ALTERNATE # 3 FUTURE UV MODULES TOTAL LUMP SUM PRICE	BID BOND	ATTENDED MANDATORY PRE-BID MEETING	ADDENDUMS 1-4
ORTEGA INDUSTRIAL CONTRACTORS	\$21,336,642.00 ✓	Deduct \$15,000.00 ✓	Deduct \$2,500.00 ✓	\$156,137.00 ✓	YES	YES	YES
BRASHELD & GORRIE	\$21,085,000.00 ✓	Deduct \$18,000.00 ✓	Deduct \$3,100.00 ✓	\$144,000.00 ✓	YES	YES	YES
RTD CONSTRUCTION	\$21,751,921.00 ✓	Deduct \$20,000.00 ✓	Deduct \$3,000.00 ✓	\$71,600.00 ✓	YES	YES	YES
LAYNE HEAVY CIVIL	\$20,672,000.00 ✓	Deduct \$10,000.00 ✓	Deduct \$3,000.00 ✓	\$160,000.00 ✓	YES	YES	YES
WEARTON-SMITH	\$22,872,000.00 ✓	\$20,000.00 ✓	NO BID ✓	\$160,000.00 ✓	YES	YES	YES

BID AWARD DATE - _____



11651 Philips Highway, Jacksonville, Florida 32256

Telephone: 904 268 0099 • Fax: 904 268 2922

www.wpcind.com

General Contractors License CGC046120

February 20, 2013

Ms. Sharon L. Haluska
Contract Administrator
Purchasing Division
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

Re: Northwest Wastewater Treatment Plant, Phase 1 - 3.0 MGD AADF
Bid at 2:00 P.M. on January 30, 2013

Dear Ms. Haluska:

It was a pleasure meeting with you and your colleagues yesterday in regard to referenced subject.

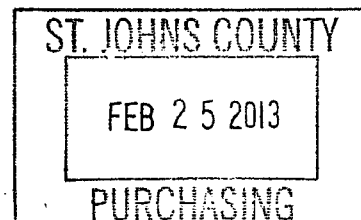
Regarding your concerns relative to our bid amount, the entire Estimating Department and Project Management team at WPC has carefully and considerably reviewed our bid estimates. We are collectively convinced that we can perform the required services in accordance with the contract.

We appreciate and look forward to the opportunity to work the St. Johns County Board of County Commissioners.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan B. Belloit', written over the word 'Sincerely,'.

Jonathan B. Belloit





February 22, 2013

Sharon Haluska
Contract Administrator
St. Johns County Purchasing
St. Augustine, FL 32085-0349

Sent via email: shaluska@sjcfl.us

RE: **Bid No. 13-17, Northwest Wastewater Treatment Plant, 3.0 MD**
AADF, St. Johns County, Florida
Bid Date: **01/30/2013**

Dear Ms. Haluska,

Zurich North America
Thomas Finn

863 Creston Dr.
Maitland, FL 32751
USA

Telephone 407 629 1955
Fax 407 629 8685
tom.finn@zurichna.com

WPC Industrial Contractors, LLC has been a surety client of the Fidelity and Deposit Company of Maryland for over 25 years and we have approved bonds for them on single projects up to \$40,000,000 with an aggregate work program in excess of \$50,000,000.

The bid bond for the referenced project was authorized for release to WPC Industrial Contractors, LLC, and we are aware that they are the apparent low bidder at \$19,377,000.00. Please be advised that should their proposal be accepted and the contract awarded to WPC Industrial Contractors, LLC, the Fidelity and Deposit Company of Maryland intends to execute, as Surety, the Public Construction Bond required by the terms of the contract.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Fidelity and Deposit Company of Maryland

Margie L. Morris
Attorney-In-Fact

WPC

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OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS
REVISED 1/23/13

BID FORM
Job No. 6334-70416 - 1/23/2013

00300-1

ORIGINAL

SECTION 00300

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS
ST. JOHNS COUNTY, FLORIDA

LUMP SUM BID PROPOSAL

BID NUMBER 13-17

PROJECT: NORTHWEST WASTEWATER TREATMENT PLANT, 3.0 MGD AADF

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

DATE SUBMITTED: January 30, 2013

BID PROPOSAL OF

WPC Industrial Contractors LLC
Full Legal Company Name
11651 Philips Highway, Jacksonville, FL 32256 904-268-0099
Address Telephone No.

Gentlemen: Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement / Notice to Bidders, Instructions to Bidders and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawings entitled Northwest Wastewater Treatment Plant, 3.0 MGD AADF, in St. Johns County, Florida, prepared by CDM Smith for the St. Johns County Utility Department. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bids quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Construction of Northwest Wastewater Treatment Plant, 3.0 MGD AADF
in accordance with the plans and specifications.

All bid items shall include costs for furnishing to the Owner all materials, equipment, and supplies for all costs incurred in completing the work, including installation of all materials, equipment, and supplies furnished, complete in place and ready for continued service, all other labor, permit fees, taxes, insurance, miscellaneous costs, overhead, and profit.

Each qualified bidder shall bid on the Reclaimed Water System (SRF funded) and the non-SRF funded portion of the project. ~~It is the intent of the Owner to award a contract based on the Total Lump Sum Bid (Base Bid "A" + Base Bid "B") to the lowest responsive, responsible bidder, is judged to be reasonable, and does not exceed the funds budgeted for the Project." The Owner reserves the right to accept alternates in any order or combination and determine the low Bidder on the basis of the sum of Base Bid and/or any order or combination of alternates that are in the best interests of the Owner.~~ It is the intent of the Owner to award a contract based on the Total Lump Sum Bid (Part

A + Part B + All the Allowances) to the lowest responsive, responsible bidder, is judged to be reasonable and does not exceed the funds budgeted for this Project. Alternates 1, 2 and 3 shall be evaluated and awarded to the low bidder in any combination that is in the best interest of the County.

1.0 BASE BID

BASE BID ITEM "A" -Construction of Northwest Wastewater Treatment Plant, 3.0 MGD AADF. (Non-SRF Portion) Please refer to Section 01010 - Summary of Work of the contract specifications for more detail information on the work to be performed.

\$ 16,952,000.00
(Numerical)
Sixteen Million Nine hundred fifty two thousand Dollars
(Amount written or typed in words) and 00/100

BASE BID ITEM "B" -Construction of Reclaimed Water System (SRF Funded Portion). Please refer to Section 01010 - Summary of Work of the contract specifications for more detail information on the work to be performed.

\$ 1,900,000.00
(Numerical)
One Million Nine hundred thousand Dollars
(Amount written or typed in words)

FPL ALLOWANCE - FPL ALLOWANCE FOR TEMPORARY, PERMANENT POWER AND START UP AND TESTING ELECTRIC POWER CONSUMPTION ALLOWANCE -FPL Payment*

\$ 200,000
(Numerical)
Two Hundred Thousand Dollars & XX/Cents
(Amount written or typed in words)

GEOTECHNICAL ALLOWANCE

\$ 100,000.00
(Numerical)
\$ One Hundred Thousand Dollars & XX/Cents
(Amount written or typed in words)

PERMIT ALLOWANCE

\$ 100,000.00

(Numerical)

\$ One Hundred Thousand Dollars & XX/Cents

(Amount written or typed in words)

UV TESTING ALLOWANCE*

\$ _____

(Numerical)

\$ _____ Dollars & XX/Cents

(Amount written or typed in words)

*CONTRACTOR shall enter \$50,000.00 if STS UV System described in Section 11261 is selected
OR \$0.00 if the Ozonia UV System described in Section 11262 is selected

TELECOMMUNICATIONS ALLOWANCE

\$ 10,000.00

(Numerical)

\$ Ten Thousand Dollars & XX/Cents

(Amount written or typed in words)

TOTAL LUMP SUM BID: Base Bid "A" + Base Bid "B" + FPL Allowance+Geotechnical
Allowance+Permit Allowance+UV Testing Allowance+Telecommunications Allowance

\$ 19,262,000.00
(Numerical)

Nineteen Million two hundred sixty two thousand and ⁰⁰/₁₀₀ Dollars
(Amount written or typed in words)

2.0 ALTERNATE BID ITEM NO. 1 – 0.40-MG Bolted Steel Sludge Holding Tank in lieu of the pre-stressed concrete sludge holding tank including, but not limited to, all associated structural foundations, concrete walkways, all electrical work, and instrumentation. (Reference Attachment H – Items 21/22)

ALTERNATE BID ITEM NO. 1 LUMP SUM PRICE \$ 5,000.00

Five thousand and 00 /100 Dollars
(Amount written or typed in words)

Bidders must indicate herein whether Alternate Bid Item No. 1 amount is to be added or deleted from the GRAND TOTAL BASE BID, if equal approved via written addenda. Circle one.

ADD or DEDUCT

3.0 ALTERNATE BID ITEM NO. 2 – Electrical Gear: UPS, Panel Boards, Motor Control Centers and Variable Frequency Drives (Inside MCCs) by approved equal through addendum supplier

ALTERNATE BID ITEM NO. 2 LUMP SUM PRICE \$ 3,200.00

Three thousand two hundred and 00 /100 Dollars
(Amount written or typed in words)

Bidders must indicate herein whether Alternate Bid Item No. 2 amount is to be added or deleted from the GRAND TOTAL BASE BID, if approved via written addenda. Circle one.

ADD or DEDUCT

4.0 ALTERNATE BID ITEM NO. 3 – Future UV modules (3 for the STS UV system and 2 for the Ozonia UV System)

ALTERNATE BID ITEM NO. 3 LUMP SUM PRICE \$ 115,000.00

One hundred Fifteen thousand and 00 /100 Dollars
(Amount written or typed in words)

By bid option, Bidder will enter written (in words) and numerically by the Lump Sum Base Bid in the spaces provided in this document. In the event of a conflict, the written Lump Sum Base Bid Price shall be considered as the Bidder correct bid.

Time of Substantial Completion for the non-SRF eligible portion of the project to be 730 consecutive calendar days from receipt of Notice to Proceed from Owner. ~~Time of substantial completion for the SRF eligible portion of the project (reclaimed water system) to be by March 1, 2014.~~ Time of

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substantial completion for the SRF eligible portion of the project (reclaimed water system) to be 330 consecutive calendar days from Notice to Proceed.

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

BID FORM

Job No. 6334-70416 - 1/23/2013

00300-6

Bid No.: 13-17

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

No.: 1 Date Received: 12/10/2012

No.: 2 Date Received: 12/26/2012

No.: 3 Date Received: 1/22/2013

No.: 4 Date Received: 1/23/2013

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

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

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

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within the time of substantial completion provided after receipt of NOTICE TO PROCEED from the Owner. 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.

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CORPORATE/COMPANY

Full Legal/Company Name: WPC Industrial Contractors LLC (Seal)

By:  Jonathan Belloit, President
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: 11651 Philips Highway, Jacksonville, FL 32256

Telephone No.: (904) 268-0099 Fax No.: (904) 268-2922

Florida State Registration Number: CGC046-120

Email address for authorized company representative: jbelloit@wpcind.com

Federal I.D. Tax Number: 59-3463861

DUNS#: 04-975-7768

INDIVIDUAL

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

Address: _____

Telephone No.: () _____

Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

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Bid No.: 12-59

Attachments:

- Attachment A – Affidavit
 - Attachment B – List of Proposed Subcontractors – REVISED PER ADDENDUM 2**
 - ~~Attachment B 1 – List of Proposed Subcontractors (SRF Funding Eligibility Portion) – DELETED PER ADDENDUM 2~~
 - ~~Attachment B 2 – List of Proposed Subcontractors (Non-SRF Portion) – DELETED PER ADDENDUM 2~~
 - Attachment C – Certificate as to Corporate Principal
 - Attachment D – Certificate of Compliance with Florida Trench Safety Act
 - Attachment E – Certificate of Compliance with FDEP NPDES Generic Permit Requirements
 - Attachment F – License/Certification List
 - Attachment G – Qualifications Statement – **REVISED PER ADDENDUM 4**
 - Attachment H – List of Proposed Major Material/Equipment Suppliers– **REVISED PER ADDENDA 1 through 4**
 - Attachment I – Certification of Nonsegregated Facilities (FOR SRF FUNDING ELIGIBLE PORTION ONLY)
 - Attachment J – Appendix A to the Florida Department of Environmental Protection – Supplementary Conditions (FOR SRF FUNDING ELIGIBLE PORTION ONLY)
 - Attachment K – Goals and Timetables for Minorities and Females (FOR SRF FUNDING ELIGIBLE PORTION ONLY)
 - Attachment L- Davis Bacon General Wage Decision (FOR SRF FUNDING ELIGIBLE PORTION ONLY)
- Fully Acknowledged Addenda
Bid Bond

All Attachments and Bid Bond must be completed and attached to the Bidder's Bid Proposal.

BID PACKAGING INSTRUCTIONS: ALL BID PROPOSALS SHALL BE PACKAGED AND SUBMITTED AS FOLLOWS:

The following general forms /attachments must be completed in accordance with the instructions described below and shall be submitted in one envelope, sealed and placed in another envelope clearly marked on the outside with the following:

1. Bid No. 13-17 – Northwest Wastewater Treatment Plant – 3.0 MGD AADF ” and
2. Your Full Legal company name and address
3. Remit to Address: St. Johns Co Purchasing Dept., 500 San Sebastian View, St. Augustine, FL 32084.

Complete and Submit ~~One (1) Original and Two (2) Copies of the bid proposal~~ **One (1) Original of the Bid Proposal** by completing the Official County Bid Form for the SRF funding eligible and non-SRF portions of the project. The alternate bid items 1 through 2 are optional. Alternate Bid Item 3 is required. A blank box for the alternate bids 1 through 2 will be interpreted as a “No alternate bid” for each of these items.

Complete and Submit ~~One (1) Original and Two (2) Copies of the following attachments/forms~~ **One (1) Original of the following attachments/forms:**

BID FORM

00300-9

Job No. 6334-70416 - 1/23/2013

Attachment A – Affidavit

~~Attachment B 1 – List of Proposed Subcontractors (SRF FUNDING ELIGIBLE PORTION ONLY) – DELETED PER ADDENDUM 2~~

~~Attachment B 2 – List of Proposed Subcontractor (FOR NON SRF FUNDING ELIGIBLE PORTION ONLY) – DELETED PER ADDENDUM 2~~

Attachment B – List of Proposed Subcontractors – REVISED PER ADDENDUM 2

Attachment C – Certificate as to Corporate Principal

Attachment D – Certificate of Compliance with Florida Trench Safety Act

Attachment E – Certificate of Compliance with FDEP NPDES Generic
Permit Requirements

Attachment F – License/Certification List

Attachment G – Qualifications Statement– REVISED PER ADDENDUM 4

Attachment H – List of Proposed Major Material/Equipment Suppliers– REVISED PER
ADDENDA 1 through 4

Attachment I – Certification of Nonsegregated Facilities (FOR SRF FUNDING ELIGIBLE
PORTION ONLY)

Attachment J – Appendix A to the Florida Department of Environmental Protection –
Supplementary Conditions (FOR SRF FUNDING ELIGIBLE PORTION ONLY)

Attachment K – Goals and Timetables for Minorities and Females (FOR SRF FUNDING
ELIGIBLE PORTION ONLY)

Acknowledged Addenda – a fully signed signature page of each addendum issued for this bid
Bid Bond

ATTACHMENT A

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
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 Bid, 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 Jonathan Belloit
who being duly sworn, deposes and says he is President (Title)
of the firm of WPC Industrial Contractors LLC Bidder submitting the attached Bid for the
services covered by the bid documents for Bid # 13-17, Construction of Northwest Wastewater Treatment
Plant, 3.0 MGD AADF in St. Johns County, Florida.

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

[Signature]
(Bidder)

By: Jonathan Belloit
President
(Title)

Sworn and subscribed to me this 30th day
of January, 2013.

[Signature]
Notary Public
Signature
Cheryl Asher
Printed



My commission Expires: _____

BIDDERS ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO
EACH BID.

END ATTACHMENT A

ATTACHMENT B-1 (SRF Funding Eligible Portion) ATTACHMENT B - REVISED 12/12/12

LIST OF PROPOSED SUBCONTRACTORS

Complete and submit a comprehensive list of all subcontractors to be utilized in the performance of work for this portion of the project. All subcontractors are subject to approval of Owner. The electrical subcontractor shall be licensed in the State of Florida as an electrical contractor and shall have been in business as an electrical contractor for at least ten (10) years. Additionally, the electrical subcontractor must have successfully constructed at least two (2) water and/or wastewater plant projects of the similar size and dollar value. The following are subcontractors proposed to be used in connection with this work and cannot be changed without prior approval of the Owner. (Use additional sheets if necessary)

DIVISION OF WORK	NAME	ADDRESS	PREVIOUS WORK EXPERIENCE TOGETHER? YES OR NO	SRF Subcontractor (<input checked="" type="checkbox"/> if SRF Sub)
Prestressed Concrete Tanks	Crom	Gainesville, FL	Yes	<input checked="" type="checkbox"/>
Prestressed Concrete Tanks	Precon	Newberry, FL	Yes	<input checked="" type="checkbox"/>
Electrical	Cogburn	Jacksonville, FL	Yes	<input checked="" type="checkbox"/>
Electrical				<input checked="" type="checkbox"/>
I & C	Revere Controls	St. Petersburg, FL	Yes	<input checked="" type="checkbox"/>
I & C				<input type="checkbox"/>

END ATTACHMENT B-1 - (REVISED 12/12/12)

ATTACHMENT B-2 (Non-SRF Funding Portion)

LIST OF PROPOSED SUBCONTRACTORS

Complete and submit a comprehensive list of all subcontractors to be utilized in the performance of work for this portion of the project. All subcontractors are subject to approval of Owner. The electrical subcontractor shall be licensed in the State of Florida as an electrical contractor and shall have been in business as an electrical contractor for at least ten (10) years. Additionally, the electrical subcontractor must have successfully constructed at least two (2) water and/or wastewater plant projects of the similar size and dollar value. The following are subcontractors proposed to be used in connection with this work and cannot be changed with prior approval of the Owner. (Use additional sheets if necessary.)

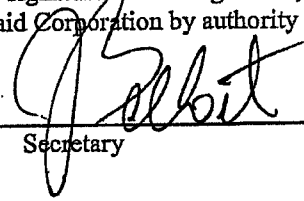
DIVISION OF WORK	NAME	ADDRESS	PREVIOUS WORK EXPERIENCE TOGETHER? YES OR NO
HVAC	GAC Mechanical	Jacksonville, FL	Yes
HVAC			
Asphalt Paving	Duval Asphalt	Jacksonville, FL	Yes
Painting	Cypress	Lehigh Acres, FL	Yes
Well Contractor	Complete Services Well Drilling, Inc	Jacksonville, FL	No
Pond Liner Installer	Absorbent & Safety Solutions	Lake Mary, FL	No

END ATTACHMENT B-2

ATTACHMENT C

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jonathan Belloit, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Jonathan Belloit who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.



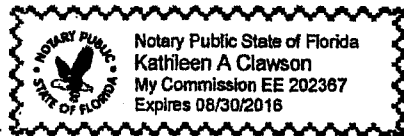
Secretary Corporate Seal


STATE OF FLORIDA

COUNTY OF ST. JOHNS

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared April L. Lively 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 them 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 30th day of January, 2013, A.D.




NOTARY PUBLIC
State of Florida-at-large
My Commission Expires: 08/30/2016

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

END ATTACHMENT C

ATTACHMENT D

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: WPC Industrial Contractors LLC

January 30, 2013

Bidder

Date


Authorized Representative Signature

Jonathan Belloit
Print Name of Authorized Representative

END ATTACHMENT D

ATTACHMENT E

CERTIFICATE OF COMPLIANCE
WITH FDEP GENERIC PERMIT REQUIREMENTS

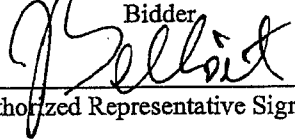
Bidder acknowledges that he is solely responsible for complying with all requirements of the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Generic Permit. These requirements are further described in Section 01571 - NPDES PERMIT CONFORMANCE.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

By: WPC Industrial Contractors LLC

January 30, 2013

Bidder

Date



Authorized Representative Signature

Jonathan Belloit

Print Name of Authorized Representative

END ATTACHMENT E

ATTACHMENT F

LICENSE/CERTIFICATION LIST

In the table below, the Bidder shall list all current licenses and certifications held. The bidder shall attach a copy of each current license or certification listed below to this Attachment.

License Name	License #	Issuing Agency	Expiration Date
General Contractor Florida	CGC046120	State of Florida - Dept of Business and Professional Regulation	8/31/2014
Underground Utility & Excavation	CUC056894	State of Florida - Dept of Business and Professional Regulation	8/31/2014
Contractor V Certificate	189564-0001-2010	Florida Department of Financial Services - State Fire Marshal	6/30/2014
Utility Manager	UM000550	State of Georgia - Licensing Board	4/30/2013
Utility Contractor	UC300386	State of Georgia - Licensing Board	4/30/2013
General Contractor	GCCO002353	State of Georgia - Licensing Board	6/30/2014
General Contractor	GCCC002354 GCQA002370	State of Georgia - Licensing Board	6/30/2014 6/30/2014

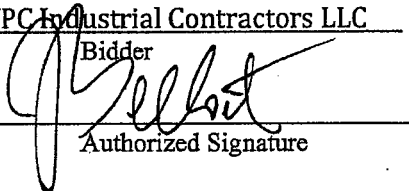
END ATTACHMENT F

ATTACHMENT G – REVISED 1/23/13

QUALIFICATIONS STATEMENT

~~Bidder acknowledges that he is licensed as a Certified General Contractor or a Certified Utilities Contractor and can perform wastewater plant and utility work in the STATE OF FLORIDA.~~
Bidder acknowledges that he is licensed as a Certified General Contractor or a Certified Utilities Contractor and can perform wastewater plant and utility work in the STATE OF FLORIDA. Bidder further acknowledges that the Electrical Contractor to be utilized meets the qualifications set forth in Section 00100 – Instruction to Bidders

See attached at back of submittal.

By: WPC Industrial Contractors LLC
 Bidder

 Authorized Signature

January 30, 2013
 Date

Please see Qualification of Contractors section in Section 00100 Instruction to Bidders for minimum qualifications. **Include Electrical Contractor Experience (use additional pages if necessary)**

Date	Job Name	Description: Type, Length, Size, Material	Contact Info
<i>Example</i> April-Nov. 2005	SR207 FM Extension	FM Extension, 10,000 ft. of 10" PVC and services. 2,000 ft. of 12" HDPE Dir. Drill.	St. Johns Co. Utility Scott Trigg, P.E. (904) 209-2622
4/2009 - 2012	Jacksonville Beach WWTP Improvements	\$19,890,319.87 4.5 MGD Sequential (SBR) Wastewater Treatment Plant	Mr. Denis Dupris Waitz & Moye Inc. 3738 Southside Blvd, Suite 101 Jacksonville, FL 32216 Phone: 904-642-8311
9/2007 12/2009	Stonecrest/Oakrun Subregional Wastewater Treatment Plant Expansion	\$19,164,030, 2.6 MGD Total of Wastewater Treatment Plant Expansions	Mr. Angel Rousel Marion County Utilities 1219 S. Pine Avenue Ocala, FL 34471 Phone: 352-671-8540
5/2005 - 4/2008	Blacksford Water Reclamation Facility	\$12,967,964.86 Expansion of existing wastewater treatment plant and construction of a new SBR treatment facility.	Hai X Vu, P.E. Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202 Phone: 904-665-4028

END ATTACHMENT G

ATTACHMENT H – REVISED 1/23/13

LIST OF PROPOSED MAJOR MATERIAL/EQUIPMENT SUPPLIERS

All equipment suppliers are subject to approval of Owner and Engineer. The following are suppliers proposed to be used in connection with this work. The Bidder shall highlight the supplier used in his Bid or fill in name of the alternate supplier whose product has been approved via Addenda prior to the receipt of Bids. Please see Substitutions Section 00100 page 3 and List of Major Equipment/Material Suppliers section (page 00100-7) for more information. The Owner and Engineer reserve the right to reject or accept the alternate supplier. Where no specific manufacturer is listed, the submitted manufacturer must still meet the specification requirements.

<u>ITEM</u>	<u>EQUIPMENT ITEM OR MATERIAL</u>	<u>SUPPLIER</u>
1.	Owner Provided Band Screen and screen compactor Scope of Supply to be provided by in Addendum 3	A. Brackett Green USA <u>B(A)</u> Hydro-Dyne Engineering, Inc.
2.	Manually Cleaned Bar Screen	<u>A</u> Envirex Inc B. Dixie Metal Products C. Equal Approved by Addendum #:
3.	Grit pump	A. Wemco <u>B</u> <u>Morris</u>
4.	Grit cyclone and grit classifier	A. Ovivo Water (Jones & Attwood) B. Smith & Loveless Inc. <u>C</u> <u>Envirodyne Systems Inc.</u> D. <u>D. John Meunier</u>
5.	Anoxic Tank Submersible Mixers	<u>A</u> ITT-Flygt B. WILO EMU C. <u>Grundfos AMG</u> D. <u>Sulzer ABS</u>
6.	Aeration Basin Disk-Type Perforated Membrane Fine Bubble Diffusers	<u>A</u> ITT Sanitaire B. Wilfley-Weber Inc C. Siemens D. <u>Aquarius Technologies Incorporated</u>

7. Booster Pumps (headworks) A. Grundfos
~~B. Equal Approved by Addendum #:~~
8. Well Pump A. Grundfos
~~B. Equal Approved by Addendum #:~~
9. Coarse Bubble Diffusers A. Sanitaire
B. Aeromix
C. Aquarius Technologies Incorporated
D. Wilfley-Weber Inc.
10. Positive Displacement Blowers (Sludge Holding tank and reaeration basins) A. Roots
B. Aerzen
C. Hibon
~~D. Equal Approved by Addendum #:~~
11. Owner Provided Air-bearing turbo blowers (Aeration Basin) A. Neuros
~~B. Equal Approved by Addendum #:~~
Scope of Supply ~~to be provided by~~ in Addendum 3
12. Dry-Pit submersible pumps (internal recycle, RAS/WAS and in-plant reuse) A. ITT-Flygt
B. ABS
13. Secondary Clarification Sludge collection equipment A. EIMCO Water Technologies
B. West Tech Engineering
C. Siemens Envirex®
 D. Walker Process Equipment
E. Envirodyne Systems Inc.
14. Submersible Scum Pumps A. Vaughan
~~B. Equal Approved by Addendum #:~~
15. Doppler Flow Meter ~~A. Polysonics Hydra SX40~~
 B. Siemens Sitrans FUS
~~C. Equal Approved by Addendum #:~~
16. Magnetic flow meter A. ABB Mag Master
 ~~B. Endress and Hauser~~
 C. Krohne
D. Siemens Sitrans
17. Ultrasonic Flow Meter A. Siemens Milltronics
~~B. Equal Approved by Addendum #:~~
18. Tertiary Filtration System A. Kruger

19. Vertical Turbine Pumps (Effluent Transfer)
- B. Nova
 - C. Ashbrook Simon-Hartley
20. Split Case Centrifugal Pumps (Onsite reuse and reclaimed water)
- A. Flowserve
 - B. Peerless
 - C. ~~Equal Approved by Addendum #:~~
21. Bolted Steel Tank (sludge holding tank)
- A. Ashbrook
 - B. Aquastore
 - C. ~~Equal Approved by Addendum #:~~
- OR-
22. Wire wrapped pre-stressed concrete tanks (sludge holding tank)
- A. Crom
 - B. Precon
 - C. ~~Equal Approved by Addendum #:~~
23. Wire wrapped pre-stressed concrete tanks (clarifiers, reclaimed tank)
- A. Crom
 - B. Precon
24. Belt Filter Press
- A. BDP Industries
 - B. Ashbrook Simon-Hartley
25. Belt Conveyors
- A. Keller-Angelillis
 - B. Custom Conveyor Corp.
 - C. Keystone Conveyor
26. Progressive Cavity Pump for Belt Press
- A. Moyno Industrial
 - B. Seepex Inc.
 - C. Netzch Inc.
 - D. ~~Equal Approved by Addendum #:~~

27. Polymer System for solids dewatering
A. Siemens
 B. EnPro
C. ~~Equal Approved by Addendum #:~~
28. Generator/Fuel Storage
A. Caterpillar
 B. Cummins
29. UPS
 A. Eaton/Cutler-Hammer
B. Square D/Schneider Electric
30. Panel boards
 A. Eaton/Cutler-Hammer
B. Square D/Schneider Electric
31. Motor Control Centers
 A. Eaton/Cutler-Hammer
B. Square D/Schneider Electric
32. Variable frequency drive (*inside MCCs*)
 A. Eaton/Cutler-Hammer
B. Square D/Schneider Electric
33. AC induction motor
A. Toshiba
 B. US Motor
C. ~~Equal Approved by Addendum #:~~
34. 480 Switchgear
 A. Eaton/Cutler-Hammer
B. Square D/Schneider Electric
354. Hydropneumatic Tank System
 A. Hydro Air System Inc.
B. ~~Equal Approved by Addendum #:~~
365. Chemical Tanks
 A. Snyder Industries, Inc.
B. ~~Equal Approved by Addendum #:~~
376. Chemical Feed Systems – Pump Supplier
A. Prominent
B. Grundfos
 C. Lutz-Jesco
D. Pulsafeeder
387. Water Quality Analyzers (pH)
 A. Hach
B. Rosemount Analytical
C. ~~Equal Approved by Addendum #:~~

- | | | | |
|--------------|---|-------------------------------------|--|
| 398. | Water Quality Analyzers (DO) | <input checked="" type="radio"/> A. | Cerlic |
| | | B. | Insite IG |
| | | C. | PCI |
| | | D. | Rosemount Analytical |
| <u>3940.</u> | Water Quality Analyzers (TSS, Turbidity) | <input checked="" type="radio"/> A. | Hach Solitax Highline SC Sensor |
| 401. | Water Quality Analyzers (Cl) | <input checked="" type="radio"/> A. | Prominent |
| 412. | Gate valve (wastewater, reclaimed water) | A. | Mueller |
| | | B. | AFC |
| | | <input checked="" type="radio"/> C. | <u>American R/D</u> |
| 423. | Plug Valves (wastewater, reclaimed water) | <input checked="" type="radio"/> A. | DeZurik Water |
| | | B. | Henry Pratt |
| | | C. | <u>GA Industries</u> |
| 434. | Butterfly Valves | <input checked="" type="radio"/> A. | DeZurik |
| | | B. | Henry Pratt |
| | | C. | Keystone |
| | | D. | <u>GA Industries</u> |
| 445. | Lever and Spring Check Valves | A. | Mueller |
| | | <input checked="" type="radio"/> B. | M&H |
| | | C. | <u>GA Industries</u> |
| <u>456.</u> | <u>Differential Pressure Check Valves</u> | <input checked="" type="radio"/> A. | <u>Cla-Val Company</u> |
| | | B. | <u>OCV Control Valves</u> |
| 457. | Slanting Disk Check Valves | A. | Val-Matic |
| | | <input checked="" type="radio"/> B. | APCO |
| | | C. | <u>GA Industries</u> |
| 468. | Rubber Flapper Check Valves | <input checked="" type="radio"/> A. | Valve and Primer Corporation |
| | | B. | Val-Matic |
| | | C. | <u>GA Industries</u> |
| | | D. | <u>Crispin</u> |
| 479. | Pressure Gauges | <input checked="" type="radio"/> A. | Ametek/US Gauge |
| | | B. | Dresser/Ashcroft |
| | | C. | Dwyer |
| | | D. | Equal Approved by Addendum #: |

4850. Telescoping Valves

- A. Halliday Products
- B. Troy Valves
- ~~C. Equal Approved by Addendum #:~~

4951. Mud Valves

- A. Clow
- B. Mueller
- ~~C. Equal Approved by Addendum #:~~

502. Solenoid Valves

- A. ASCA
- B. Red Hat
- C. Alkomatic
- D. Air and Service
- ~~E. Equal Approved by Addendum #:~~

513. Air-Release Valves (wastewater,
reclaimed water)

- A. Val-matic
- B. APCO
- C. GA Industries
- D. Cripsin
- E. ARI
- ~~F. Equal Approved by Addendum #:~~

524. Air-Release Valves (wastewater,
reclaimed water) for Vertical Turbine Pumps

- A. APCO
- B. Valve and Primer Corporation
- ~~C. Equal Approved by Addendum #:~~

535. Grinder Pump

- A. ITT Flygt
- B. ABS

546. HDPE Liner

- A. GSE Lining Technology, Inc.
- B. Poly-Flex, Inc.
- ~~C. Equal Approved by Addendum #:~~

557. UV System

- A. STS
- B. Ozonia

END ATTACHMENT H - REVISED 01/23/13

BID FORM

00300-24

Job No. 6334-70416 - 1/23/2013

\\visvr1\projects\6334_St_Johns_County\70416_NWWWTP_FinalDesign\Bidding\Addendum 4\Appendices\00300 Official Bid Form_CT.docx

ATTACHMENT I
CERTIFICATION OF NONSEGREGATED FACILITIES
(FOR SRF FUNDING ELIGIBLE - RECLAIMED WATER SYSTEM ONLY)

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

Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

- 12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;
- 12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;
- 12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;
- 12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;
- 12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and
- 12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

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

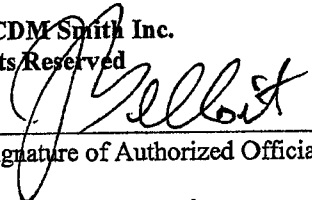
See next page

BID FORM

00300-25

Job No. 6334-70416 - 1/23/2013

\\vlsvr1\projects\6334_St_Johns_County\70416_NW\WTP_FinalDesign\Bidding\Addendum 4\Appendices\00300 Official Bid Form_CT.docx



January 30, 2013

(Signature of Authorized Official)

(Date)

Jonathan Belloit, President

(Name and Title of Authorized Official [Print or Type])

WPC Industrial Contractors LLC

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

11651 Philips Highway, Jacksonville, FL 32256, 904-268-0099

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

59-3463861

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

END ATTACHMENT I

ATTACHMENT J

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS
CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

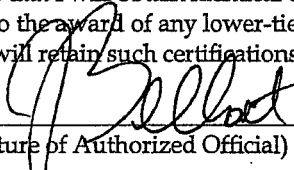
(FOR SRF FUNDING ELIGIBLE - RECLAIMED WATER SYSTEM ONLY)

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

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
ARTICLE 14 - ENVIRONMENTAL COMPLIANCE
ARTICLE 15 - FEDERAL LABOR STANDARDS PROVISION

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

 _____ January 30, 2013
(Signature of Authorized Official) (Date)

Jonathan Belloit, President
(Name and Title of Authorized Official [Print or Type])

WPC Industrial Contractors LLC
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

11651 Philips Highway, Jacksonville, FL 32256
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

59-3463861
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

END ATTACHMENT J

ATTACHMENT K

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION SUPPLEMENTARY CONDITIONS
(FOR SRF FUNDING ELIGIBLE - RECLAIMED WATER SYSTEM ONLY)**

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract.
Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable Goals (percent)
Indefinite 6.9

Appendix B-80

Goals for minority utilization can be found in the Department of Labor's Technical Assistance Guide for Federal Construction Contractors (May 2009), available on the internet at <http://www.dol.gov/ofccp/TAguides/consttag.pdf>. These goals shall be included for each craft and trade in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

The following subcontractor s will be used n this project

Company Name, Address, Phone Number and Email Address	Type of Work to be Performed	Estimate Dollar Amount	Currently certified
The Gibbs Group 7400 Baymeadows Way, Suite 215 Jacksonville, FL 32256 sgibbs@gibbsgroupengineers.com	Engineering Svcs, Testing, Administrative Management	\$ 100,000.00	DBE

ATTACHMENT L
DAVIS BACON GENERAL WAGE DECISION

(FOR SRF FUNDING ELIGIBLE - RECLAIMED WATER SYSTEM ONLY)

General Decision Number: FL120178 08/03/2012 FL178

Superseded General Decision Number: FL20100277

State: Florida

Construction Type: Heavy

County: St Johns County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/06/2012
1	03/30/2012
2	08/03/2012

ELEC0177-002 12/01/2008

	Rates	Fringes
ELECTRICIAN.....	\$ 24.70	8.24

ENGI0673-013 05/01/2010

	Rates	Fringes
OPERATOR: Oiler.....	\$ 19.27	8.80

* IRON0597-004 04/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 21.76	8.00

LABO0517-002 05/01/2008

	Rates	Fringes
LABORER: Grade Checker.....	\$ 17.20	5.47

PAIN0164-007 07/01/2008

	Rates	Fringes
--	-------	---------

BID FORM

00300-29

Job No. 6334-70416 - 1/23/2013

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PAINTER: Brush Only.....\$ 16.00 6.85

 SUFL2009-174 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 15.80	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 13.23	2.15
LABORER: Common or General.....	\$ 9.89	1.58
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 12.85	1.21
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.91	1.39
OPERATOR: Bulldozer.....	\$ 13.40	1.19
OPERATOR: Crane.....	\$ 22.38	0.00
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 11.31	2.02
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.93	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 14.63	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.06	2.18
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

BID FORM

Job No. 6334-70416 - 1/23/2013

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00300-30

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters , PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local
union number or district council number where applicable ,
i.e., Plumbers Local 0198. The next number, 005 in the
example, is an internal number used in processing the wage
determination. The date, 07/01/2011, following these
characters is the effective date of the most current
negotiated rate/collective bargaining agreement which would be
July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived
from survey data by computing average rates and are not union
rates; however, the data used in computing these rates may
include both union and non-union data. Example: SULA2004-007
5/13/2010. SU indicates the rates are not union rates, LA
indicates the State of Louisiana; 2004 is the year of the
survey; and 007 is an internal number used in producing the
wage determination. A 1993 or later date, 5/13/2010, indicates

BID FORM

Job No. 6334-70416 - 1/23/2013

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00300-31

the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

BID FORM

Job No. 6334-70416 - 1/23/2013

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00300-32

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interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

END OF ATTACHMENT L

BID FORM

Job No. 6334-70416 - 1/23/2013

W:\svr1\projects\6334_St_Johns_County\70416_NWWWTP_FinalDesign\Bidding\Addendum 4\Appendices\00300 Official Bid Form_CT.docx

00300-33

Answer: The only known requirement for a fire alarm panel is at the Dewatering Building. The specification language allows for additional requirements imposed by the local Fire Department.

11. Electrical ductbank detail on ED-6 does not indicate concrete encasement. Can it be assumed underground ductbanks are not encased?

Answer: Underground ductbanks are not concrete encased.

12. Panel mounting detail on ED-7 shows aluminum construction. Is aluminum material also OK for disc stands?

Answer: Disconnect switch mounting detail on ED-8 indicates stainless steel channel for mounting. Specification Section 16110, paragraph H,2 calls out for 316 stainless steel channel for conduit supports. Stainless steel channel in general shall be required for all process areas and outdoors. A different detail using aluminum construction for disconnect switch mounting is conceptually agreeable to the Engineer. Contractor shall be required to submit specific details during shop drawing submittals for Engineer's approval.

13. Section 02831 1.01D chain link fencing requires fence grounding. Where are the requirements detailed?

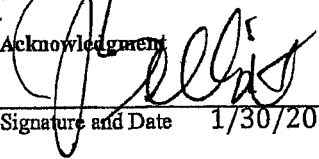
Answer: No special electrical ground connections are required for the fence. See revision to Technical Specification 02831 in Addendum No. 1.

14. All programming related services (PLC and HMI) will be provided by others under a separate contract. As a result, Sections 13301 and 13305 were removed from the bidding documents.

15. The following ISS/CONTRACTOR with no exceptions will be allowed to bid on this project: Engineering, Revere Controls, Lord and Company, Star Controls, Curry Controls. The revised section 13300 is provided in Addendum No.1

THE BID DUE DATE IS CURRENTLY January 30, 2013 by 2:00 P.M.

Acknowledgment


Signature and Date 1/30/2013

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

Jonathan Belloit, President
Printed Name and Title

Printed Name and Title

WPC Industrial Contractors LLC
Company Name (Print)

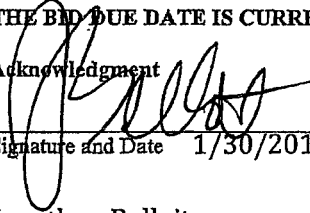
END OF ADDENDUM #1

above
Company Name (Print)

The dimensions of the overall UV structure and canopy will remain unchanged. These changes will be incorporated in the conformed design drawings and specifications

THE BID DUE DATE IS CURRENTLY January 30, 2013 by 2:00 P.M.

Acknowledgment


Signature and Date 1/30/2013

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

Jonathan Belloit
Printed Name and Title

WPC Industrial Contractors LLC
Company Name (Print)

END OF ADDENDUM #2

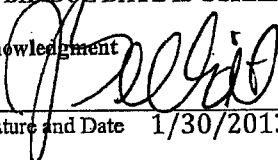
be required to achieved a TP <0.12 mg/L and the resizing of the discfilters will be also be required.

Answer: A TP of 0.12 mg/L is not required. Sheet G-7 illustrates a mass balance of the plant where biological phosphorus removal is occurring. The total phosphorus concentration is already low, 0.3 mg/L coming from the secondary clarifiers and any residual removal of TP at the filters is a result of particulate TP being removed by TSS reduction. Alum injection for chemical phosphorus removal occurs in the Reaeration Basin.

201. On Addendum No. 1, Question No. 15 response, please note that the first listed ISS/CONTRACTOR allowed to bid listed in the response should be changed from "Engineering" to "DCR Engineering Services, Inc."

THE BID DUE DATE IS CURRENTLY January 30, 2013 by 2:00 P.M.

Acknowledgment



Signature and Date 1/30/2013

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

Jonathan Belloit, President
Printed Name and Title

WPC Industrial Contractors LLC
Company Name (Print)

Attachments:

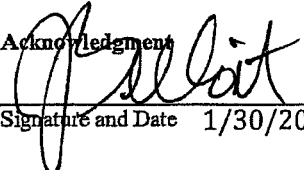
Appendix A – Screen Washer
Appendix B – Turbo Blower

END OF ADDENDUM #3



THE BID DUE DATE IS CURRENTLY January 30, 2013 by 2:00 P.M.

Acknowledgment


Signature and Date 1/30/2013

Sincerely,

Sharon L. Haluska
Contract Administrator
Purchasing Department

Jonathan Belloit, President
Printed Name and Title

WPC Industrial Contractors LLC
Company Name (Print)

END OF ADDENDUM #4

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOWN ALL MEN BY THESE PRESENTS, that WPC Industrial Contractors, LLC 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 the 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 January 30th _____, 2013.

for

Construction of NORTHWEST WASTEWATER TREATMENT PLANT, 3.0 MGD AADF

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 St. Johns 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 St. Johns County the difference between the amount specified, in said Bid and the amount for which St. Johns 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 30th _____ day of January _____ A.D., 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID FORM

00300-34

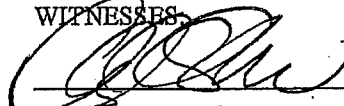

Job No. 6334-70416 - 1/23/2013

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WITNESSES:

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

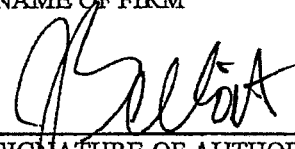
WITNESSES:



WPC Industrial Contractors, LLC

PRINCIPAL:

WPC Industrial Contractors, LLC

NAME OF FIRM


SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President
TITLE

11651 Philips Highway

BUSINESS ADDRESS

Jacksonville, FL 32256

CITY STATE

Fidelity and Deposit Company of Maryland

SURETY:

Fidelity and Deposit Company of Maryland

CORPORATE SURETY


April L. Lively, ATTORNEY-IN-FACT (AFFIX SEAL) & Florida Licensed
Resident Agent

1400 American Lane, Tower 1

BUSINESS ADDRESS

Schaumburg, IL 60196

CITY STATE

Guignard Company

NAME OF LOCAL INSURANCE AGENCY

Inquiries: (407) 834-0022

END OF SECTION

BID FORM

00300-35

Job No. 6334-70416 - 1/23/2013

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FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2011

ASSETS

Bonds	\$ 167,477,539
Stocks	23,576,974
Cash and Short Term Investments	235,580
Reinsurance Recoverable	12,886,175
Other Accounts Receivable	39,980,988
TOTAL ADMITTED ASSETS	<u>\$ 244,157,256</u>

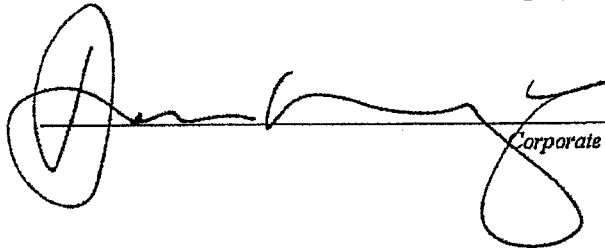
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 127,987
Ceded Reinsurance Premiums Payable	48,215,682
Securities Lending Collateral Liability	1,022,500
TOTAL LIABILITIES	<u>\$ 49,366,169</u>
Capital Stock, Paid Up	\$ 5,000,000
Surplus	189,791,087
Surplus as regards Policyholders	194,791,087
TOTAL	<u>\$ 244,157,256</u>

Securities carried at \$59,049,993 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2011 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$253,778,028 and surplus as regards policyholders \$204,411,859.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2011.


Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2012.




Notary Public

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint J. W. GUIGNARD, Jennifer L. MCCARTA, Bryce R. GUIGNARD, April L. LIVELY, Paul J. CIAMBRIELLO, Margie MORRIS, Allyson FOSS and James PENNY, all of Longwood, 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of August, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes
Assistant Secretary
Eric D. Barnes

James M. Carroll
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 16th day of August, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



AC#6296398

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12082302154

DATE	BATCH NUMBER	LICENSE NBR
08/23/2012	110419779	CGC046120

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



BELLOTT, JONATHAN BRETT
WPC INDUSTRIAL CONTRACTORS LLC
11651 PHILLIPS HIGHWAY
JACKSONVILLE FL 32256

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6157849

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12060900244

DATE	BATCH NUMBER	LICENSE NBR
06/09/2012	110419776	CUC056894

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

THOMPSON, MARK N
WPC INDUSTRIAL CONTRACTORS LLC
11651 PHILLIPS HWY
JACKSONVILLE FL 32256

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR



Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Mark N Thompson
11651 Philips Hwy
Jacksonville FL 32256

BUSINESS ORGANIZATION: WPC Industrial's Contractors LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2012
Type: 09
Class: 14
County: Duval
License/Permit #: 189564-0001-2010
Expiration Date: 06/30/2014



Jeff Atwater
Chief Financial Officer

STATE OF GEORGIA
Georgia Secretary of State
State Construction Industry Licensing Board
Utility Manager
LICENSE NO. UM000550

Jonathan Brett Belloit
11651 Phillips Hwy
Jacksonville FL 32256

EXPIRATION DATE - 04/30/2013
Active

2376125

The Certificate above may be used for wall display.

The Card below may be used as the pocket identification card.

Notify the Board office of name/address changes at:

Georgia Secretary of State
Professional Licensing Boards
237 Coliseum Drive
Macon, GA 31217-3858

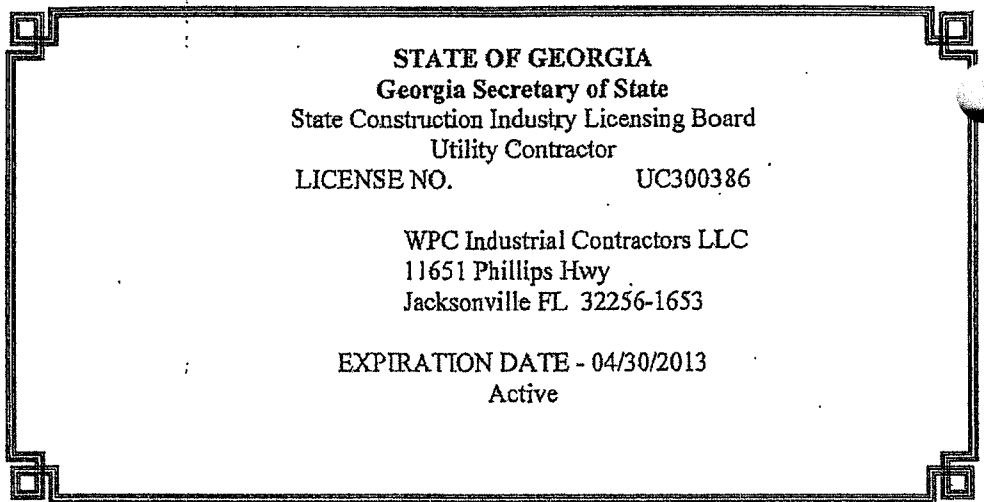
Or visit us online at:
<http://www.sos.ga.gov/plb/>

Jonathan Brett Belloit
11651 Phillips Hwy
Jacksonville FL 32256

STATE OF GEORGIA
Georgia Secretary of State
State Construction Industry Licensing Board
Utility Manager

LICENSE NO. UM000550
Jonathan Brett Belloit
11651 Phillips Hwy
Jacksonville FL 32256

EXPIRATION DATE - 04/30/2013
Active



2376132

The Certificate above may be used for wall display.

The Card below may be used as the pocket identification card.

Notify the Board office of name/address changes at:

Georgia Secretary of State
Professional Licensing Boards
237 Coliseum Drive
Macon, GA 31217-3858

Or visit us online at:
<http://www.sos.ga.gov/plb/>

STATE OF GEORGIA
BRIAN P. KEMP, Secretary of State
State Licensing Board for Residential/General Contractor
General Contractor Company

LICENSE NO. GCCO002353

WPC Industrial Contractors LLC
11651 Phillips Hwy
Jacksonville FL 32256-1653
Qualifying Agent: Phillip George Starr
Qualifying Agent License NO: GCQA002369

EXPIRATION DATE - 06/30/2014
Active

2375365

Above is your license issued by the Georgia State Board of Residential and General Contractors. A pocket-sized license card is below. Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. License renewals may be completed prior to the expiration date via the Board's website or by obtaining a paper renewal from the Board office.

Reminder: It is your responsibility to keep your insurance current. Please provide the Board with a copy of your Certificate of Insurance each time your insurance is renewed. The Board does receive copies of cancellation notices which will affect the status of your license.

It is the licensee's responsibility to notify the board office immediately of any change of name or address. You may update your address online at the board's website at www.sos.ga.gov/plb/contractors/.

You may contact the Board at:
GEORGIA STATE BOARD FOR RESIDENTIAL & GENERAL CONTRACTORS
237 COLISEUM DRIVE, MACON, GEORGIA 31217-3858
478-207-2440 (phone) website: www.sos.ga.gov/plb/contractors/

WPC INDUSTRIAL CONTRACTORS LLC

WPC Industrial Contractors LLC
11651 Phillips Hwy
Jacksonville FL 32256-1653

STATE OF GEORGIA
BRIAN P. KEMP, Secretary of State
State Licensing Board for Residential/General Contractor
General Contractor Company

LICENSE NO. GCCO002353

WPC Industrial Contractors LLC
11651 Phillips Hwy
Jacksonville FL 32256-1653
Qualifying Agent: Phillip George Starr
Qualifying Agent License NO: GCQA002369

EXPIRATION DATE - 06/30/2014
Active

STATE OF GEORGIA
BRIAN P. KEMP, Secretary of State
State Licensing Board for Residential/General Contractor
General Contractor Company

LICENSE NO. GCCO002354

WPC Industrial Contractors LLC
11651 Phillips Hwy
Jacksonville FL 32256-1653
Qualifying Agent: Mark N Thompson
Qualifying Agent License NO: GCQA002370

EXPIRATION DATE - 06/30/2014
Active

2352886

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Jacksonville FL 32256-1653

STATE OF GEORGIA
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LICENSE NO. GCCO002354

WPC Industrial Contractors LLC
11651 Phillips Hwy
Jacksonville FL 32256-1653
Qualifying Agent: Mark N Thompson
Qualifying Agent License NO: GCQA002370

EXPIRATION DATE - 06/30/2014
Active

STATE OF GEORGIA
BRIAN P. KEMP, Secretary of State
State Licensing Board for Residential/General Contractor
General Contractor Qualifying Agent

LICENSE NO. GCQA002370
Mark N Thompson
7255 County Road 208
Saint Augustine FL 32092

EXP DATE - 06/30/2014
Status: Active



JACKSONVILLE TRANSPORTATION AUTHORITY

P.O. DRAWER "O" • 100 N. MYRTLE AVENUE • JACKSONVILLE, FLORIDA 32203
TEL 904.630.3181 FAX 904.630.3166

EDWARD E. BURR
Chairman
AVA L. PARKER
Vice Chairman
STEVE DIEBENOW
Treasurer
DONNA L. HARPER
Secretary

GREG EVANS
SCOTT L. MCGALEB
CLEVE E. WARREN

MICHAEL J. BLAYLOCK
Executive Director/CEO

September 11, 2012

The Gibbs Group PLLC
Attn: Sheldon Gibbs
7400 Baymeadows Way, Suite 215
Jacksonville, FL 32256

ANNIVERSARY DATE: Annually, in September

Dear Mr. Gibbs:

The Jacksonville Transportation Authority (JTA) is pleased to announce that your firm has been certified as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

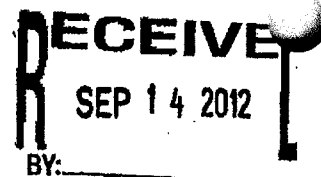
DBE certification is continuing from the date of this letter, but is contingent upon the firm renewing its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure to continue your eligibility will result in immediate action to decertify the firm.

As long as the firm is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of the firm.

Your firm will be listed in Florida's **UCP DBE Directory** which can be accessed via the internet, at <http://www.bipincwebapps.com/biznetflorida/> or through FDOT's website at www.dot.state.fl.us/equalopportunityoffice and by "clicking" on "DBE Directory" in the left hand margin, then "clicking" on "Directory" near the bottom of the page.

JTA-Regional Transportation Solutions
www.jtafla.com



DBE certification is **NOT** a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and subconsultant or material supplier.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, without delay. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following areas:

<u>NAICS:</u>	<u>FDOT Specialty Code & Description</u>
237310	Highway, Street and Bridge Construction
237990	Other Heavy and Civil Engineering Construction
541330	Engineering Services
541380	Testing Laboratories
541611	Administrative Management and General Management Consulting Services

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (904) 630-3157. Our Fax number is (904) 630-3166.

Sincerely,



Ken Middleton
Contract Compliance & Civil Rights Program Manager

Certification Date: 09/11/12
Certification Expiration Date: 09/11/13

State of Florida

Board of Professional Engineers

The [Name] Group PLLC



Is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Certificate of Authorization

EXPIRATION: 2/28/2013

AUDIT NO: 228201303488

CA. LIC. No:

27538

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINE MARK PATENTED PAPER

12/06/2014 10:16:12

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEC# 11208230247

DATE	BATCH NUMBER	LICENSE NUMBER
12/06/2014	101087376	GC1249370

THE MECHANICAL CONTRACTOR

NAME BELOW IS CERTIFIED

ABOUT THE PROVISIONS OF CHAPTER 489, FS
REGULATION RULE 61C-51, 2014

GREEN LEAFERS NORTH
FLORIDA MECHANICAL CONTRACTORS ASSOCIATION
1000 UNIVERSITY BLVD SUITE 500
TALLAHASSEE FL 32310

REGIS
GOVERN



DISPLAY AS REQUIRED BY LAW

Cogburn Electric

Bid No.: 13-17

ATTACHMENT F

LICENSE/CERTIFICATION LIST

In the table below, the Bidder shall list all current licenses and certifications held. The bidder shall attach a copy of each current license or certification listed below to this Attachment.

License Name	License #	Issuing Agency	Expiration Date
Ronnie L. Cogburn	EC0000426	Department of Business and Professional Regulation Electrical Contractors Licensing Board	August 31, 2014
Raymond H. Smith	EC0001120	Department of Business and Professional Regulation Electrical Contractors Licensing Board	August 31, 2014

END ATTACHMENT F

AC# 6139480

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12052401154

DATE	BATCH NUMBER	LICENSE NBR
05/24/2012	118189432	EC0000426

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

COGBURN, RONNIE L.
COGBURN BROS, INC.
3300 FAYE RD
JACKSONVILLE FL 32226

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6133961

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12051800909

DATE	BATCH NUMBER	LICENSE NBR
05/18/2012	118186942	EC0001120

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

SMITH, RAYMOND H.
COGBURN BROS, INC.
995 FROST STREET EAST
JACKSONVILLE FL 32221

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

<p>Cogburn Job Number: 900 Project Name: Poinciana WRF #2 Cogburn Project Manager: Stan Brandies Phone: 904-358-7344 Contract Amount: \$1,267,869.00 Project Owner: Toho Water Authority Project General Contractor: Encore Construction Contact: Nolan Hake Phone: 407-877-5903 Started: 01-03-2009 - Completed: 08-2010</p>	<p>Cogburn Job Number: 827 Project Name: ECUA Pensacola Cogburn Project Manager: Stan Brandies Phone: 904-358-7344 Contract Amount: \$12,600,000.00 Project Owner: Emerald Coast Utilities Authority Project General Contractor: Brasfield & Gorrie Contact: Ed Whatley Phone: 205-328-4000 Started: 06-30-2008 - Completed: 05-2011</p>
<p>Cogburn Job Number: 800 Project Name: Anastasia Island WWTP Expansion Cogburn Project Manager: Tony Lederman Phone: 904-358-7344 Contract Amount: \$3,493,000.00 Project Owner: St. Johns County Utility Project General Contractor: Ortega Industrial Contractors Contact: Mike Higginbotham Phone: 904-268-2181</p>	<p>Cogburn Job Number: 710 Project Name: St. Augustine RO Plant Cogburn Project Manager: Tony Lederman Phone: 904-358-7344 Contract Amount: \$2,600,000.00 Project Owner: City of St. Augustine Project General Contractor: Perry McCall Contact: Carl Smith Phone: 904-292-2645 Started: 02-07-2007 - Completed - 12-30-2009</p>

SEARCHED: 2/21/13 DATE: _____
DOC. TYPE: Bid CIP
KEYWORDS: 13-17 Bid Proposal
WPC Industrial Contractor
Northwest Wastewater Treatment
Plant
INITIALS: Y # PGS: 56