

RESOLUTION NO. 2014 - 148

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 14-01R AND TO EXECUTE AN AGREEMENT FOR DEEP CREEK WEST REGIONAL STORMWATER TREATMENT FACILITY MODIFICATIONS

RECITALS

WHEREAS, the County desires to enter into a contract with Turnbull Environmental, Inc. to provide services for construction of Deep Creek West Regional Stormwater Treatment Facility Modifications; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for the construction of stormwater facility modifications; and

WHEREAS, through the County's formal bid process, Turnbull Environmental, Inc. was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

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

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

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 his designee, is hereby authorized to award Bid No.14-01R Deep Creek West Regional Stormwater Treatment Facility Modifications to Turnbull Environmental, Inc. as the lowest responsive, responsible bidder.

Section 3. The County Administrator, or his designee, is further authorized to execute a contract in substantially the same form and format as attached with Turnbull Environmental, Inc. on behalf of the County for the completion of the Deep Creek West Regional Stormwater Treatment Facility Modifications as specifically provided in Bid No 14-01R.

Section 4. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

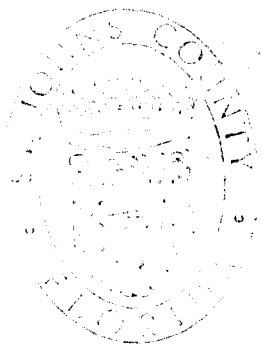
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of June, 2014.

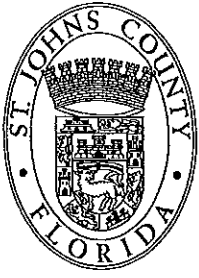
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
John H. Morris - Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk





ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Press Tompkins, County Engineer
FROM: Sharon Haluska, Contract Manager *SH*
SUBJECT: Transmittal of Bids Received for Re-Bid No. 14-01R, Deep Creek West Regional Stormwater Treatment Facility Modifications
DATE: April 30, 2014

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 5-2-14
Budget Amount \$ 1,664,950.00
Account Funding Title TTF - STATE GRANT EXP.
TTF - IMPV. OF BLDG.
Funding Charge Code 1114-55305-1498-56301
1114-56301-1498-56301
Award to TURNBULL ENVIRONMENTAL, INC.
Award Amount \$ 1,417,500.00

RECEIVED ST. JOHNS
COUNTY PURCHASING
2014 MAY 5 AM 9:39

**ST. JOHNS COUNTY
BID TABULATION - Revised 5/1/14**


 LEIGH DANIELS

 JAIME LOCKLEAR

OPENED BY
 TABULATED BY
 VERIFIED BY

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

14-01R
 April 30, 2014 2:00 PM
 FROM UNTIL
 04/30/14 05/05/14
 3:00 PM 3:00 PM

BID TITLE
 DEEP CREEK WEST REGIONAL STORMWATER TREATMENT
 FACILITY MODIFICATIONS

BID NUMBER
 14-01R

POSTING DATE/TIME
 April 30, 2014 2:00 PM

BIDDERS	BASE BID TOTAL LUMP SUM PRICE	DEDUCTIVE BID ALTERNATE DEDUCT PRICE	BID BOND	ADDENDUM # 1	ADDENDUM # 2	ATTENDED MANDATORY PRE-BID MEETING AND SITE VISIT
VJ USINA CONTRACTING, INC	\$1,681,915.00	-\$111,780.00	YES	YES	YES	YES
TURNBULL ENVIRONMENTAL, INC	\$1,417,500.00	-\$125,000.00	YES	YES	YES	YES
J.B. COXWELL CONTRACTING, INC	\$1,863,920.00	-\$250,939.00	YES	NO	NO	YES
CAPPS LAND MANAGEMENT	\$1,973,651.00	-\$102,784.00	YES	YES	YES	YES

BID AWARD DATE - _____

BID NO.: 14-01R - Deep Creek West Regional Stormwater Treatment Facility Modifications RE-BID													
COMPANY NAME	Base Bid	Alternate #1 - Deduct	Attachments							License/ Certs	Addenda 1 - 2	Bid	Notes
			A	B	C	D	E	F	G				
V. J. Usina Contracting, Inc.	\$1,681,915.00	-\$111,780.00	X	X	X	X	X	X	X	CUC	YES	YES	FDOT Pre-Qual: Grading, Drainage, Seeding, Sodding - V.J. Usina; Electrical JD Hinson. Proposal meets requirements.
Turnbull Environmental Inc.	\$1,417,500.00	-\$125,000.00	X	X	X	X	X	X	X	CUC	YES	YES	FDOT Pre-Qual: Grading, Drainage, Seeding, Sodding - Callaway; Electrical - JD Hinson - Proposal meets requirements.
J. B. Coxwell Contracting, Inc.	\$1,863,920.00	-\$250,939.00	X	X	X	X	X	X	X	GC/CUC	YES	YES	FDOT Pre-Qual: Grading, Drainage - JB Coxell; Electrical - Kim's Electrical (not FDOT Pre-Qual); Seeding, Sodding - Florida Carter (Not FDOT Pre-Qual) - Proposal does not meet Qualification Reqts.
Capps Land Management & Materials, LLC	\$1,973,651.00	-\$102,784.00	X	X	X	X	X	X	X	CUC	YES	YES	FDOT Pre-Qual: Grading, Drainage - Callaway; Electrical - Miller; Seeding, Sodding - Callaway - Proposal meets qualification reqts.

BID NO.: 14-01

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

PROJECT: DEEP CREEK WEST REGIONAL STORMWATER TREATMENT FACILITY
MODIFICATIONS

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

DATE SUBMITTED: 04/30/2014

BID PROPOSAL OF

Turnbull Environmental Inc

Full Legal Company Name

50 Agnes Circle, St Augustine, FL 32080

904-461-8305

Address

Telephone No.

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

BASE BID:

Base Bid: Construction of Regional Stormwater Treatment Facility Modifications including the Forebay, Pump Station, Pump Station Outlets, Pond Berm, Pond Outlet, Pond Emergency Overflow, Ditch Plugs, and Wetland Bypass. Contractor to haul excess material across George Miller Road for permanent placement on the property that is south of wetland.

\$ 1,417,500.00

Total Lump Sum, Base Bid, Price (Numerical)

One Million, Four hundred seventeen thousand five hundred dollars and no ce /100

Dollars

(Amount written or typed in words)

Deductive Bid Alternate: Deduct from the base bid the earthwork needed to enlarge the pond to the east, as shown in the drawing set. This deduction shall also include all hauling costs related to hauling the excess material across George Miller Road for permanent placement on the property that is south of the wetland.

\$ 125,000.00
Deduct Price (Numerical)

One hundred twenty-five thousand dollars and no cents /100
Dollars
(Amount written or typed in words)

Note: All awards are contingent upon the availability of funding.

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

Time of Substantial Completion to be 240 consecutive calendar days from receipt of Notice to Proceed from Owner.

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

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

No.: 1 Date Received: March 25, 2014

No.: 2 Date Received: April 22, 2014

No.: _____ Date Received: _____

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

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

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

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within Two Hundred & Forty (240) consecutive calendar days and begin work within ten (10) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to



St. Johns County Board of County Commissioners

Purchasing Division

March 25, 2014

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID NO.: 14-01R - - Deep Creek West Stormwater Treatment Facility Modifications Re-Bid

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. Please return a signed copy of this Addenda with Bid Proposal (1 original + 2 copies).

ADDENDUM #1 SHALL BE INCORPORATED INTO THE AGREEMENT DOCUMENTS, PROPOSAL REQUIREMENTS, AGREEMENT FORMS, CONDITIONS OF THE AGREEMENT, AND TECHNICAL SPECIFICATIONS

QUESTIONS/CHANGES:

Notice to Bidders - There will be a Mandatory Pre-Bid Conference on Tuesday, April 8, 2014 at 1:30 P.M. at the St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, Florida 32084. Meeting doors will be closed promptly at 9:30 A.M. Anyone arriving after the doors have closed will not be allowed admittance to the meeting.

Correction: Meeting doors will be closed promptly at 1:30 P.M.

THE BID DUE DATE is Wednesday, April 30, 2014 by 2:00 P.M.

Acknowledgment

Sincerely,

Handwritten signature and date 4/30/14

Sharon L. Haluska
Contracts Manager
Purchasing Department

Signature and Date

Marie R Turnbull, Sec/Trea

Printed Name and Title

Turnbull Environmental, Inc.

Company Name (Print)

END OF ADDENDUM 1



St. Johns County Board of County Commissioners

Purchasing Division

April 22, 2014

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID NO.: 14-01R - - Deep Creek West Stormwater Treatment Facility Modifications
Re-Bid

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *Please return a signed copy of this Addenda with Bid Proposal (1 original + 2 copies).*

QUESTIONS/CHANGES:

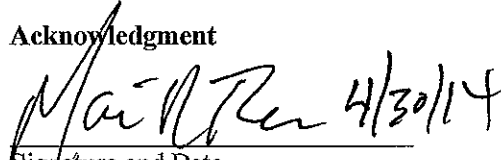
Question #1 - On the Plan Documents Index No. 27 Dwg. No. S1 under Structural Aluminum 4.6 it says that All Aluminum shall be Anodized- since there are four different processes for anodizing is there a required method for this project.

Response: A minimum thickness of 1 mil anodizing coating per ASTM B487 is required. No specific method is specified.

THE BID DUE DATE is Wednesday, April 30, 2014 by 2:00 P.M.

Acknowledgment

Sincerely,


Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Marie R Turnbull, Sec/Trea

Printed Name and Title

Turnbull Environmental, Inc.

Company Name (Print)

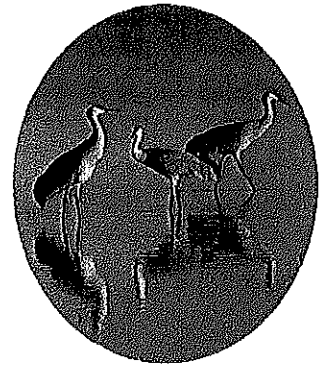
END OF ADDENDUM 2

Turnbull Environmental, Inc

50 Agnes Circle, St. Augustine, FL 32080

904.461.8305

Fax: 904.461.0299



April 30, 2014

To Whom It May Concern:

Reference: BID NO: 14-01 -- SEALED BID FOR
Deep Creek West Regional Stormwater Treatment Facility Modifications RE-BID

As per request on Bid Plan -- Index No. 8 Excess Fill Site Plan, if the SJRWMD does not seed the stabilized vegetation themselves as planned then Turnbull Environmental will seed this area at a per unit cost of .03 per square foot (three cents per square foot)

Thank you

A handwritten signature in black ink, appearing to read "Marie R. Turnbull". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Marie R Turnbull
Secretary/Treasurer

Restoration and Mitigation Solutions
Certified State Contractor: CUC1223978

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.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

CORPORATE/COMPANY

Full Legal/Company Name: Turnbull Environmental Inc (Seal)

By: [Signature] Richard E Turnbull, President
(Name typed or printed)

By: [Signature] Marie R Turnbull, Secretary/Treasurer
(Name typed or printed)

Address: 50 Agnes Circle, St Augustine, Fl 32080

Telephone No.: (904) 461-8305 Fax No.: (904) 461-0299

Email Address: marie@turnbullenvironmental.com

Federal I.D. Tax Number: 59-3691998

INDIVIDUAL

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

Address: _____

Telephone No.: (____) _____

Email Address: _____

Federal I.D. Tax Number:

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

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

Bid No.: 14-01R

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Marie R Turnbull who being duly sworn, deposes and says he is Secretary/Treasurer (Title) of the firm of Turnbull Environmental, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid #14-01 for Deep Creek West Regional Stormwater Treatment Facility Modifications Re-Bid, 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.

Turnbull Environmental, Inc.

(Bidder)

By

Marie R Turnbull
Secretary/Treasurer

(Title)

Sworn and subscribed to me this 30 day of April 30, 2014.

Notary Public;

Signature
Martyn Alec Carre

Printed

My commission Expires: February 5, 2018

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



ATTACHMENT "B"

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

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

Company Name	Division of Work (type of goods and/or services)	Indicate WBE or MBE
Suwannee Valley Grassing	Supplier of Sod & Seed	WBE

ATTACHMENT "C"

LIST OF SUBCONTRACTORS/MAJOR MATERIAL SUPPLIERS

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

<u>DESCRIPTION OF WORK or DESCRIPTION/NAME OF EQUIPMENT</u>	<u>NAME PRIME OR SUBCONTRACTOR And Major Equipment Vendor/Supplier</u>	<u>CERTIFIED DBE (Yes or No)</u>
<u>GRADING</u>	Callaway Contracting, Inc	No
<u>DRAINAGE</u>	Callaway Contracting, Inc	No
<u>ELECTRICAL WORK</u>	James D Hinson, Electrical Contracting Company, Inc <input checked="" type="checkbox"/>	No
<u>SEEDING</u>	Callaway Contracting, Inc	No
<u>SODDING</u>	Callaway Contracting, Inc	No
<u>Environmental Composites</u>	Screen & Grate	No
<u>McDade Waterworks</u>	Pipe	No
<u>RC Beach & Associates</u>	Pumps	No
<u>Hanson Pipe & PreCast</u>	RCP Pipe & Structures	No
<u>Suwannee Valley Grassing</u>	Sod & Seed Supplier	Yes
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

ATTACHMENT "E"

CERTIFICATE OF COMPLIANCE
WITH FLORIDA TRENCH SAFETY ACT

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

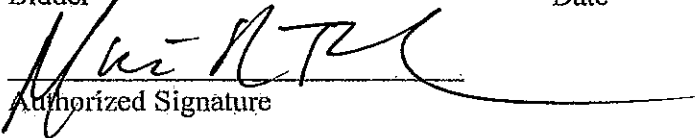
By: Marie R Turnbull

Turnbull Environmental, Inc

April 30, 2014

Bidder

Date


Authorized Signature

ATTACHMENT "F"

License/Certification/Pre-Qualification List

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

License Name	License #	Issuing Agency	Expiration Date
<u>State of Florida Business License</u>	Prime-Turnbull Environmental P01000008640	State of Florida Sunbiz.org	Expires 01/22/2015
<u>Certified General Contractor License</u>	N/A	N/A	N/A
<u>Certified Underground Utility & Excavation License</u>	Prime-Turnbull Environmental CUC1223978	State of Florida Dept. of Business & Professional Regulation	Expires 08/31/2014
<u>FDOT Pre-Qualification - GRADING</u>	Sub-Callaway Contracting Inc CUC050627 exp 8/31/14 CGC009273 exp 08/31/14	FDOT Certificate F592913720001	Expires 06/30/2014
<u>FDOT Pre-Qualification - DRAINAGE</u>	Sub-Callaway Contracting Inc CUC050627 exp 8/31/14	FDOT Certificate F592913720001	Expires 06/30/2014
<u>FDOT Pre-Qualification - ELECTRICAL</u>	Sub- James D Hinson, Electrical Contracting Company, Inc EC0001588 exp 8/31/14 CGC009273 exp 08/31/14	FDOT Certificate F592385218002	Expires 06/30/2014
<u>FDOT Pre-Qualification - SEEDING</u>	Sub-Callaway Contracting Inc CUC050627 exp 8/31/14 CGC009273 exp 08/31/14	FDOT Certificate F592913720001	Expires 06/30/2014
<u>FDOT Pre-Qualification - SODDING</u>	Sub-Callaway Contracting Inc CUC050627 exp 8/31/14 CGC009273 exp 08/31/14	FDOT Certificate F592913720001	Expires 06/30/2014

State of Florida

Department of State

I certify from the records of this office that TURNBULL ENVIRONMENTAL, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on January 22, 2001.

The document number of this corporation is P01000008640.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 27, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2014*



Ken DeFina
Secretary of State

Authentication ID: CC9176339834

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE**

(850) 487-1395

FL 32399-0783

**TURNBULL, RICHARD
TURNBULL ENVIRONMENTAL INCORPORATED
50 AGNES CIRCLE
SAINT AUGUSTINE FL 32080-5930**



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

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

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

DETACH HERE



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 11, 2013

CALLAWAY CONTRACTING INC.
10950 NEW BERLIN RD
JACKSONVILLE FL 32226

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2014. However, the new application is due 4/30/2014.

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

Your company's maximum capacity rating has been established based on X Audited _____ Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

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

FDOT APPROVED WORK CLASSES:

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

FDOT APPROVED SPECIALITY CLASSES OF WORK:

UNDERGROUND UTILITIES, SOUNDWALL, AND SIDEWALKS.

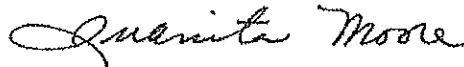
CALLAWAY CONTRACTING INC.

June 11, 2013

Page two

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

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager
Contracts Administration Office

JM:cj

AC# 6143179

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12052900971

DATE BATCH NUMBER LICENSE NBR

.05/29/2012 118192709 CGC009273

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS

Expiration date: AUG 31, 2014

CALLAWAY PATRICK SAMUEL
CALLAWAY CONTRACTING INC
P O BOX 11435
JACKSONVILLE

FL 32239-1435

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6143511

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12052901303

DATE BATCH NUMBER LICENSE NBR

.05/29/2012 118192709 GUC050627

The UNDERGROUND UTILITY & EXCAVATION CO

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS

Expiration date: AUG 31, 2014

CALLAWAY PATRICK SAMUEL
CALLAWAY CONTRACTING INC
PO BOX 11435
JACKSONVILLE

FL 32239-1435

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

THIS DOCUMENT HAS A COLORED BACKGROUND. MICROPRINTING, LINE MARK, PATENTED PAPER



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

February 17, 2014

HINSON, JAMES D., ELECTRICAL CONTRACTING COMPANY, INC.
11609 COLUMBIA PARK DR W
JACKSONVILLE FL 32258-2480

REVISED

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2014. However, the new application is due 4/30/2014.

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

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link: <https://www3.dot.state.fl.us/ContractorPreQualification/>

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

FDOT APPROVED WORK CLASSES:

CATHODIC PROTECTION, COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL

FDOT APPROVED SPECIALITY CLASSES OF WORK:

NONE

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

FEB 20 2014

UNSUBMITTED www.dot.state.fl.us

HINSON, JAMES D., ELECTRICAL CONTRACTING COMPANY, INC.

February 17, 2014

Page two

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

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager
Contracts Administration Office

JM:cj

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
NOTICE OF ADMINISTRATIVE HEARING RIGHTS

225-020-01
GENERAL COUNSEL
3/20/02

This is to inform you that you have the right to challenge the action of the Department of Transportation ("Department") described in the attached Notice of Intent. If you wish to challenge the Department's action, you may request an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. An administrative hearing is similar to a trial and is held before an Administrative Law Judge. You must deliver your request by 5:00 p.m. no later than 10 days after you received the Notice of Intent and Notice of Administrative Hearing Rights to:

Clerk of Agency Proceedings
Department of Transportation
Haydon Burns Building
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458
Facsimile: (850) 414-5264

If you disagree with the facts stated in the attached Notice of Intent, you may request a formal administrative hearing under Section 120.57(1), Florida Statutes. At a formal hearing, you may call witnesses, admit documents into evidence, present arguments on all issues involved, and question witnesses called by the Department or object to the Department's evidence.

If you agree with the facts stated in the Notice of Intent, you may request an informal administrative hearing under Section 120.57(2), Florida Statutes. At an informal hearing, you may present your argument or a written statement for consideration by the Department.

Your request for an administrative hearing must meet the requirements of Rule 28-106.201 or Rule 28-106.301, Florida Administrative Code, depending on whether you request a formal or informal hearing. If you request a hearing to challenge the Department's action, your written request must be legible and prepared on 8 ½ by 11 inch white paper and contain all of the following:

1. Your name, address, telephone number, and email address and the name, address, and telephone number of your representative if you have one. You may be represented by a lawyer or a non-lawyer or you may represent yourself.
2. The Department's file number or identification number, if known (including a copy of the Department's Notice of Intent would be sufficient);
3. When and how you received the Department's Notice of Intent;
4. An explanation of how your rights or interests will be affected by the Department's action described in the Notice of Intent;
5. All of the facts in the Notice of Intent with which you disagree. If you do not disagree with any of the facts stated in the Notice of Intent, you must say so;
6. The facts you believe justify a change to the Department's action;
7. The rules or statutes you believe justify a change to the Department's action;
8. An explanation of how the facts relate to those rules and statutes on which you are relying; and
9. The relief you request and the action you wish the Department to take or refrain from taking.

The Department will dismiss your request for an administrative hearing if it does not meet these requirements. If you have not submitted your request to the Clerk of Agency Proceedings by the deadline above, your request will be denied, you will not be entitled to a hearing, and the Department's action will be final.

If you timely request a hearing, mediation, where you and the Department try to resolve the matter by agreement without a hearing, may be available. If no agreement is reached through mediation, you will have the same right to a hearing if one has been requested.

If you have any questions, comments, or concerns about requesting a hearing, you may contact the Clerk of Agency Proceedings at (850) 414-5383.

AC# 6167220

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# 112061901277

DATE	BATCH NUMBER	LICENSE NBR
06/19/2012	118205890	EC0001588

The ELECTRICAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 IS

Expiration date: AUG 31, 2014

HINSON, JAMES DANIEL
 JAMES D. HINSON ELECTRICAL CONTRACTORS, INC
 11608 COLUMBIA PARK DRIVE WEST
 JACKSONVILLE FL 32258



RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

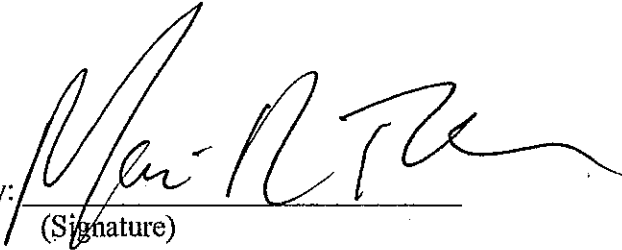
DISPLAY AS REQUIRED BY LAW

Attachment "G"

QUALIFICATIONS STATEMENT

I, Marie R Turnbull, Secretary/Treasurer hereby certify that _____
(Authorized Company Representative Name & Title)
Turnbull Environmental, Inc. (Full Legal Company Name)

has performed, as a prime or sub-contractor, a minimum of Three (3) projects of type, size and dollar value of the construction proposed for this project (see attached Project List*) and has been in business under the bidding company name for a minimum of five (5) years. I also certify that the above named company is fully licensed in accordance with the requirements stated in this bid and that all information being submitted in response to this request is true and accurate to the best of my knowledge.

By: 
(Signature)

Date: 4/30/14

*Attach project list showing the most recent three (3) projects of the type, size, and dollar value successfully completed. Project List must contain the following information: Owner Name; Project Name w/brief project description; Contract Date; Contract Value; Completion Date; Primary Owner Contact Name w/phone number and email address.

Turnbull Environmental, Inc

50 Agnes Circle, St. Augustine, FL 32080

904.461.8305 Fax: 904.461.0299

www.turnbullevironmental.com



TEI Letter of Introduction

To our prospective clients:

Turnbull Environmental, Inc. (TEI) has been registered to conduct business in Florida since January 21, 2001, and has been a licensed Florida contractor since June 2004.

TEI specializes in providing cost-effective environmental solutions, and offers a complete range of services specific to restoration and construction activities in sensitive ecological communities. Our consulting and construction experience includes upland and wetland restoration, enhancement and creation, erosion control, stormwater infrastructure, earthwork, shoreline stabilization, and regulatory permitting.

TEI provides clients with a combined 50 years of experience in the regulatory and environmental restoration field, and a well-earned and maintained reputation for quality, affordability, and commitment to customer service and satisfaction. We have never left a project unfinished or a customer unhappy – every one of our clients can and will provide a positive reference.

We are uniquely qualified as a state-certified contractor, in that we also provide the knowledge and perspective of a Professional Wetland Scientist and Certified Wildlife Biologist with over 25 years of wetland restoration and land management experience in Florida. Our principal ecologist, Mr. Rich Turnbull, is a long-time Florida residence who is committed to the conservation and protection of the state's natural lands, while recognizing and supporting the rights of property owners.

Our equipment fleet is extensive and includes 2 trackhoes (40,000 lb. class) 1 long-reach trackhoe, 1 large trackhoe (65,000 lb. class), 2 skid-steers, 2 off-road dump trucks, 2 bulldozers, 1 front-end loader, 1 backhoe loader, 1 compactors/rollers, as well as numerous pumps, cut-off saws, plate compactors, etc. typically needed to support site construction work. Complimenting this fleet is numerous rental accounts with big named providers like, CAT, Notrax John Deere, Trekker Tracker, United Rentals, Sunbelt Rentals and many other specialized equipment rental providers.

We have included several of our similar projects as documentation of our project experience. Upon request, we will gladly provide additional documentation of our familiarity and experience in restoring and enhancing Florida's natural communities, which will also provide substantial evidence of the high standards that we bring to each and every project.

Thank you for considering our qualifications. Please contact Rich Turnbull, President if we can provide any additional information or assistance.

Turnbull Environmental, Inc
Restoration and Mitigation Solutions
50 Agnes Circle, St. Augustine, FL 32080
904.461.8305 **Fax: 904.461.0299**



Key Personnel

Project Manager / President & Owner: Rich Turnbull (M.S. Wildlife & Wetland Ecology) has 25 years of experience developing, managing, and implementing large scale environmental restoration projects that have benefited Florida's natural communities and associated fish and wildlife resources. After a successful career with two state agencies, Rich began his own company, specializing in wetland mitigation, environmental restoration, and stormwater, and infrastructure projects, primarily with natural resource agencies in Florida. Rich is the lead project manager on all TEI projects, and is highly trained and experienced. Rich is professionally designated as a Certified Wildlife Biologist, a Professional Wetland Scientist, and a state certified contractor. TEI has partnered with a number of agencies and companies to provide turnkey solutions to permitting and restoration needs, and has built a reputation for quality work completed within the client's timeframe.

Marie Turnbull, Secretary/Treasurer – Project & Office Manager/ Majority Owner: Marie Turnbull has over 20 years of computer and project management experience. All technical computer issues are handled by Marie, who is fluent in all Microsoft products including Microsoft Project. She is thoroughly familiar with AIA Construction forms, WMBE reporting and certified payroll requests. Marie manages contracts, payroll, accounts payable and accounts receivables and all other office task for the company. She has been trained in Project Management and helps coordinates all project activities, deliverables and other tasks necessary to keep a project on schedule and within budget.

Site Superintendent: Daniel Langdale has over 25 years experience in the supervision and operation of equipment in a wetland environment. Rich and Dan began working together on the Orange Creek Restoration project in 1998, and together make a great wetland restoration team. Dan is the field supervisor and project manager on all TEI projects. Dan's experience in the field and knowledge of construction techniques in wetland environments is invaluable. He is safe and takes extreme care with all environmental and personnel safety measures, in order to avoid environmental degradation or accidents.

Assistant Project Manager - Martyn Carre is a heavy equipment operator and coordinator, as well as the assistant to the superintendent. Prior to working with TEI, Martyn has years of serving our country in the Navy. Licensed Stormwater, Erosion and Sedimentation Control Inspector

Foreman / Lead Operators: The Foreman and Lead Operators at Turnbull Environmental have a combined experience of over 40 years in the operation of equipment in various agricultural, environmental applications, and construction industries. TEI's team of Foreman and Lead Operators has construction and supervisory experience, as well as experience in site development projects and with city municipalities. They read blueprints, take field elevations and have knowledge of construction techniques in wetland environments. They are skilled in the operation of various types of heavy equipment, and understand levee and structure maintenance. They are steady, skillful, and careful in directing activities and in the use of heavy equipment.

Danny Langdale is also an experienced equipment operator, and has served on several TEI projects during the past four years. Danny has been trained specifically in the careful and judicious use of equipment in sensitive natural areas.

Equipment Operators, Pipe Crews & Laborers:

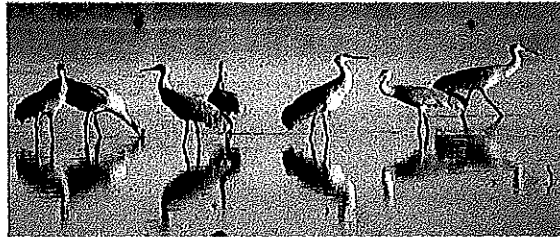
Joe Wilkins has been operating equipment for over 35 years in various agricultural and environmental applications. He is steady, skillful, and careful in all applications and use of equipment.

Leland Bennett has been a heavy equipment operator for TEI since 2006, with previous experience in city municipality work.

Roosevelt Dirden is an essential part of the TEI team doing all the pipe work as well as operating heavy equipment.

Mike Adams is a heavy equipment operator for TEI and has 30 years prior experience in home remodeling.

RICHARD E. TURNBULL, *President*
Turnbull Environmental, Inc
50 Agnes Circle
St. Augustine, FL 32080
904.461.8305 fax: 904.461.0299



Mr. Turnbull has over 25 years of experience developing, managing, and implementing large scale environmental restoration projects that have benefited Florida's natural communities and associated fish and wildlife resources. After a successful career with two state agencies, Rich began his own company, specializing in wetland mitigation, environmental restoration, and stormwater, and infrastructure projects, primarily with natural resource agencies in Florida. He also has extensive experience in planning, coordinating and implementing regional mitigation projects, and building consensus among diverse interest groups.

Experience

President & Chief Ecologist, Turnbull Environmental, Inc. (Jan 2001–Present). Established and operates an environmental construction and consulting firm predicated on 100% customer satisfaction. TEI specializes in providing cost-effective restoration and mitigation solutions, and offers full service, from design and planning through permitting, construction, planting, monitoring, and meeting success criteria within this area of environmental work. TEI provides clients with over 25 years of experience in the regulatory and wetland mitigation and restoration arena, numerous private and public agency contacts, and a well earned (and maintained) reputation for quality, affordability, and the ability to 'finish the job right the first time'.

Technical Program Manager, St. Johns River WMD (May 1994–Dec 2000). Coordinated, developed, and implemented major wetland restoration projects, including Orlando Beltway Mitigation Act projects, with revenues over \$32 million. Worked with regulators, senior staff, and regulated public to develop 80+ mitigation projects with total contributions of \$17+ million for wetland mitigation. Coordinated and supervised development of water resource and ecological assessments of potential land acquisition projects, including identification of potential restoration areas, and presented recommendations based on established criteria. GIS project manager for District-wide, basin, and watershed assessments and studies, and prepared and presented recommendations to senior staff, Governing Board, advisory boards, and the public.

Land Assessment Specialist, St. Johns River WMD (January 1991–May 1994). Developed water resource and ecological assessments of potential land acquisition projects, including identification of potential restoration areas, and prepared associated recommendations. Coordinated the planning, scheduling, and implementation for a major wetland restoration project covering over 6 miles of original Ocklawaha River and 2,600 acres of adjacent former floodplain. Developed, coordinated, and presented management plans, provided technical assistance on wildlife ecology, land management, and land-use issues to District staff and interagency cooperators, and assisted in land management of over 350,000 acres of District-owned land.

Environmental Specialist III, SJRWMD (February 1990 – January 1991). Responsible for planning, implementing, and coordinating environmental restoration aspects of the Upper St. John's River Basin Restoration Project, including wildlife and habitat assessment, interagency coordination with engineering, construction and resource management issues, assistance with land acquisition and management, writing, reviewing and editing technical reports and correspondence, developing habitat management and restoration plans for lands within the basin, collecting, analyzing and summarizing technical data, contract project manager, and administrative tasks.

Wildlife Biologist, Fl. Fish & Wildlife Conservation Commission (August 1985 – February 1990). Planned, implemented and coordinated wetland wildlife management activities statewide. Specific duties included development of migratory bird harvest regulations, aerial waterfowl surveys, capture and banding activities, development of waterfowl management areas, interagency coordination of habitat and plant management, public presentations and technical assistance, data analyses, report preparation and presentation, supervision of technicians, and program administration.

EDUCATION

M.S. Wildlife Science (1985), Auburn University, Alabama. Wildlife ecology, waterfowl biology, habitat analysis, computer applications, statistics, and fisheries management.

B.S. Wildlife Science (1983), New Mexico State University, Las Cruces. Wildlife biology and management, ornithology, mammalogy, range science, population ecology, and limnology. Minor in biology, with fisheries emphasis.

PUBLICATIONS

Turnbull, R. E. and K. John. 1999. Mitigation banking through the side door, north-east and east-central Florida. Ann. Mtg. Society of Wetland Scientists, Norfolk, VA, June 6-11.

Donelin, L. N. and **R. E. Turnbull**. 1995. Central Florida Mitigation Bank: Implementation and Status. Ann. Mtg. Assoc. State Wetland Managers, Tampa, FL, April 23-26.

Johnson, F. A., D. H. Brakhage, **R. E. Turnbull**, and F. Montalbano. 1995. Variation in band-recovery and survival rates of mottled ducks in Florida. Proceed. Annu. Conf. Southeast. Assoc. Fish and Wildl. Agencies. 49:594-606.

Turnbull, R. E., L.N. Donelin, and R. A. Christianson. 1994. Pragmatism and perils: Adaptive restoration at Ocklawaha Prairie, Florida. Ann. Mtg. Natural Areas Association, West Palm Bch., FL. November 1994.

Lowe, E. F., **R. E. Turnbull**, and M. A. Lee. 1991. Large scale wetland restoration in Florida. Soc. Ecol. Restoration, Orlando FL., May 18-23.

Donelin, L. N., and **R. E. Turnbull**. 1991. Restoration of the Upper Ocklawaha River Basin through land acquisition and hydrologic reestablishment. Ann. Mtg. Amer. Water Resources Assoc., New Orleans, La., Oct. 12-17.

Johnson, F. A., and **R. E. Turnbull**. 1990. Restoration and maintenance of waterfowl habitat in the Kissimmee River floodplain. Pages 57-65 in M. K. Loftin, L. A. Toth, and J. T. B. Obeysekara, eds. Proc. Kissimmee River Restoration Symp.

Turnbull, R. E., F. A. Johnson, M. A. Hernandez, W. B. Wheeler and J. P. Toth. 1989. Pesticide residues in fulvous whistling-ducks from South Florida. J. Wildl. Manage. 53:1052-1057.

Turnbull, R. E., F. A. Johnson, and D. H. Brakhage. 1989. Status, distribution, and foods of fulvous whistling-ducks in South Florida. J. Wildl. Manage. 53:1046-1051.

Turnbull, R. E., and G. A. Baldassarre. 1987. Activity budgets of mallards and American wigeon wintering in east-central Alabama. Wilson Bull. 99:457-464.

Turnbull, R. E., D. H. Brakhage, and F. A. Johnson. 1986. Lesser scaup mortality from commercial trotlines on Lake Okeechobee, Florida. Proc. Ann. Conf. Southeast. Assoc. Fish and Wildl. Agencies. 40:465-469.

CERTIFICATION

Florida Certified Contractor – Underground Utility & Excavation (CUC 1223978)
Professional Wetland Scientist # 000638, Society of Wetland Scientists
Certified Wildlife Biologist, The Wildlife Society
Fire Training: Standards for Survival, S-130, S-190, S-290, RX-93.

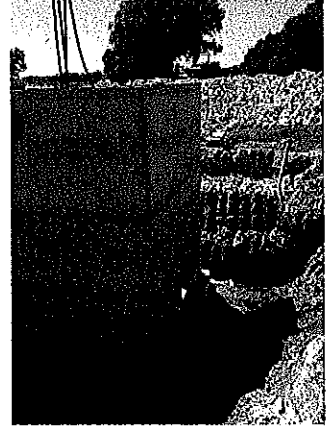
REFERENCES AVAILABLE UPON REQUEST

TEI Qualifications and Experience

**Itchepackesassa Creek Regional
Stormwater Treatment Facility**

Location: Lakeland, FL, Polk County
Client: Polk County Board of County Commissioners
Contact: Robert Kollinger
863.534.7377
Value: \$ 1,897,035

This project was for the construction of a 75 acre stormwater treatment wetland marsh system on the northern half of a 262 acre parcel on Walker Road west of Lakeland. The property contains several environmentally sensitive areas including 17 isolated wetlands of various size, a bald eagles nest, and portions of Winston Creek and Itchepackesassa Creek. There were several areas adjacent to construction zones where a 25 foot buffer was required to be maintained so that the areas were not disturbed. No vehicles or construction equipment was to travel outside the work zone onto any adjacent areas.

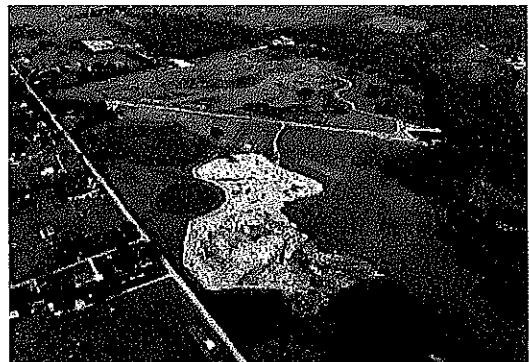


The work entailed the construction a stormwater treatment pond and two pump stations to transfer water from the creeks. A separate spreader swale was constructed at the northern end of the property to gravity flow the discharge from one of the pump stations to the existing adjacent wetland. Both the stormwater treatment marsh and spreader swale areas were planted with native wetland vegetation to complete the project construction.

Approximately 250,000 cubic yards of soil was excavated for construction of the pond. This soil was inspected by a County representative periodically to ensure the quality was satisfactory for use as fill on-site. Unsuitable material was stockpiled for removal from the property.

It is estimated that construction of the berm along the pond perimeter will consume 47,800 cubic yards of this material. Of the remaining 152,200 cubic yards of excavated soil, approximately 50,000 cubic yards of good fill material must be transported to the southern half of the property approximately one-half mile from the excavation site and was evenly spread in the area designated on the plans as the "Temporary Disposal Site". This will be used by the County for the future construction of a regional park.

The project included the installation of Storm Water Inlets, Endwalls and RCP Pipe, Ductile Iron Pipe, HDPE Pipe, and Directional Boring. The installations of Flap Gates, Check Valves, Gate Valves, Sluice Gates, and Screens were required in this project. Also included was the installation of electrical pull boxes, Schedule 80 conduit and electrical connections to the pumps from the transformers while coordinating with Lakeland Electric for new electrical service. A clay core was installed in the berm system.



TEI Qualifications and Experience

Emeralda Marsh Restoration Project

Location: Lake County, Florida
Client: St Johns River WMD
Contact: Mr. Cliff Gandy, Program Manager
386.329.4500
Value: \$760,200



Description: In October 2006, TEI was awarded an annual contract with SJRWMD for their Annual Civil Works Projects. In February 2007 TEI was issued a work order for construction associated with the Emeralda Marsh Interim Restoration Project in the Upper Ocklawaha River Basin, Lake County, Florida. In September 2009 TEI was issued a work order to install the Pump Station and all electrical components, pump supports and other modifications.



The purpose of the District's Emeralda Marsh program is to restore hydrologic conditions in the area more similar to those occurring before drainage and use for decades as organic muck farms. By balancing short-term and long-term goals, a dynamic ecosystem is being returned to the area, which is located between Lakes Yale and Griffin.

The objective of the project was to increase conveyance and provide flood control protection for adjacent properties by widening and deepening an existing ditch, and installing related infrastructure. The ditch was cleaned of vegetation and the muck soils were excavated to target dimensions using long reach trackhoes on crane mats to insure safety to environment and staff. Habitat islands were created from excavated material, and a pump station pad and facility pad were constructed for an alum injection system. In addition, the major culvert under Emeralda Island Road was repaired by installing a 32-inch HCPE slipliner inside the existing 36" culvert, and installing a large concrete inlet box and slide gate on the upstream side of the culvert. A de-watering system was designed, implemented and maintained during the duration of the project. The associated pump station was installed in by TEI September 2009.



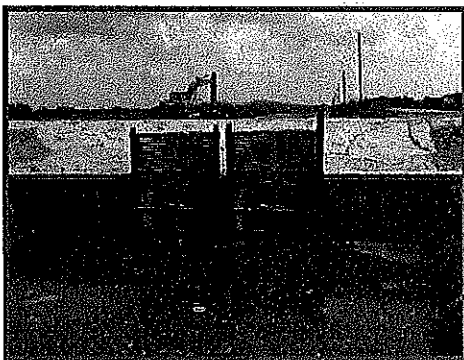
TEI Qualifications and Experience

Lake Apopka North Shore Restoration Area

Location: Lake County, Florida
Client: St Johns River WMD (SJRWMD)
Contact: Mr. Cliff Gandy, Project Manger
386.329.4500
Value: \$4,600,000

Description: In October 2006, TEI was awarded an annual contract with SJRWMD for their Annual Civil Works Program. During March 2007 thru August 2008, TEI was issued several work orders to implement portions of a major wetland restoration project in Lake County, Florida. In December 2009 TEI was awarded its second Annual Civil Works Contract.

The purpose of the Ocklawaha River Basin restoration program is to restore freshwater habitat, protect and improve water quality, and ultimately re-connect the restored wetlands to Ocklawaha River Basin. The projects are located on the site of former farm fields that had been converted from a sawgrass marsh, known as Emeralda Marsh; as well as on what was once a world-class bass fishery known as Lake Apopka. By balancing short-term and long-term goals, a dynamic ecosystem is being returned to the area.



The Lake Apopka project consisted of improvements to the levee system and canals to allow for movement of water between the fields and canals to allow for the saturation of soils in order to remediate the pesticides located in the North Shore area. The work for this project was completed in Phases. Over 30 structures with flexible risers 60" piping and retaining walls have been installed as well as the creation of over 8.5 miles of levee systems built upon mucky soils and stabilized to allow for vehicle traffic and the ability to carry at least a 120 ton load.

A conceptual plan was completed for the remediation of pesticides in soils within the Lake Apopka North Shore Restoration Area (NSRA). This conceptual plan included remediation through shallow flooding of the soils within the fields. Data has shown that the pesticides break down at a faster rate in soils that are saturated. It has been estimated that the infrastructure and operation costs associated with maintaining this saturated condition can be much lower than the cost of soil remediation through mechanical means alone such as soil capping. To achieve this shallow saturated condition, infrastructure improvements were required within the NSRA Zellwood area to prepare the hydraulic conditions to allow equal flooding of a common area, and to maintain water levels at desirable levels.



TEI Qualifications and Experience

NE Florida Regional Airport Improvements (Phase I and II)

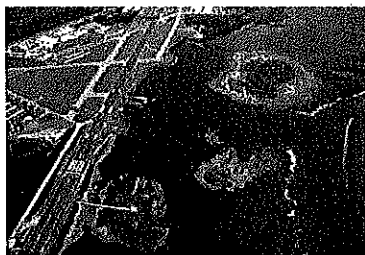
Location: St John's County, Florida
Client: St Augustine-St John's County Airport Authority
Contact: Mr. Mike Cornell, Project Manager
904.209.0871
Value: \$7,500,000

Phase I: In February 2011 TEI was awarded a contract with the St. Augustine- St. Johns County Airport Authority to implement Phase I of their Runway Safety Area Improvement and Spoil Island Mitigation project. The RSA improvements restored eroded shoreline using suitable material from the island and slope stabilization using an articulated concrete block protection blanket. The mitigation element of the project removed an existing 17-acre island just north of Runway 13-3 by clearing and grubbing trees and removing and transporting suitable material to a mainland stockpile. The area was restored to a saltwater



tidal marsh with a channel to increase viable habitat for native birds, fish and wildlife. Due to Turnbull Environmental's experience and expertise in environmental construction, 95% of all material has been or will be reused by the owner. All the excavated trees were mulched and used at the airport, and the spoils were mixed and screened for utilization in Phase II. This project also included the installation of Culvert Boxes, RCP Pipe with Mitered Ends and Storm Gates as well as the planting of the RSA Improvement area and all disturbed areas.

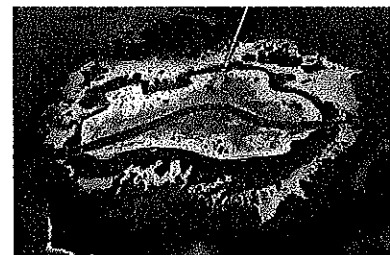
Phase II: In October 2011 TEI was award Phase II of this airport project. During this phase TEI removed the existing Taxiway C and extended Taxiway B to tie into Runway 13-3. The soft, organic soils were difficult to compact and stabilize. A combination of geoweb, geofoam, and fifty-seven stone was installed to create a stabilized sub grade in order to install the taxiway. TEI also was required to relocate an 850ft. by 50ft. salt marsh canal which required the installation of additional RCP as well as additional articulated concrete block to protect the RSA and shoreline. A variety of native wetland plants was planted along the RSA area in order to provide a living shoreline within the articulated concrete mat cells.



Runway Safety Area Improvement
(St. Augustine Airport)
Image 112201 2/9
09/12/11



Runway Safety Area Improvement
(St. Augustine Airport)
Image 112201 2/9
09/12/11



Runway Safety Area Improvement
(St. Augustine Airport)
Image 112201 2/9
09/12/11

TEI Qualifications and Experience

Turnbull Creek Regional Off-Site Mitigation Area

Location: St. Johns County, Florida

Client: St. Johns County Board of County Commissioners

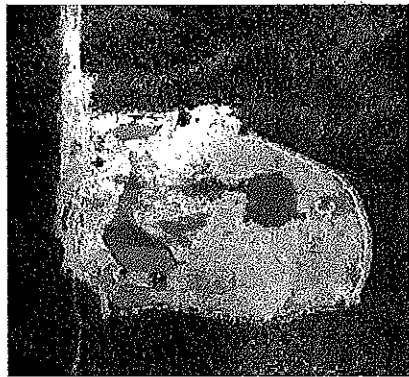
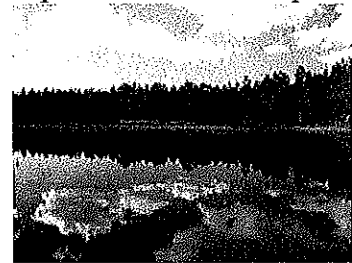
Contact: Mary Ann Blount - or - Tony Cubbedge
904.209.0762 904.209.0792

Value: \$ 1,200,000 (consulting and construction)



Since 2001, TEI has provided on-going professional services to the Roads and Bridges Department, St. Johns County. Primary services entailed conducting ecological and hydrological resource assessments of various properties, and the design and implementation of a regional mitigation plan for wetland impacts associated with infrastructure improvements throughout the county.

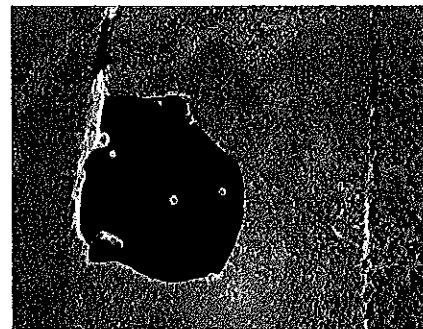
TEI conducted the resource and mitigation value assessment of the 700 acre Turnbull Creek property, which was subsequently purchased by the County. TEI was then tasked with developing a detailed management and restoration plan, and securing regulatory permits for establishing a Regional Off-Site Mitigation Area (ROMA) for St. Johns County.



In addition, TEI also provides construction services to the County for environmental restoration and mitigation projects. In September 2008, the County issued a Request for Proposals from qualified and experienced firms to provide contractor services for implementing the ecological and hydrologic enhancements at Turnbull Creek ROMA. Through the RFP process, TEI has been awarded a four year, two-phase construction contract to implement the ecological enhancements on the property. TEI was ranked the highest and best qualified in all categories by every reviewer during the evaluation process.

The project objectives include widespread hydrologic restoration thru-out the site, the creation of a nine acre wetland, and upland and wetland pine thinning. The property is located south of SR 16 and west of I-95 in central St. Johns County; restoration and wetland creation will provide wetland mitigation credit in excess of 150 functional gain units.

Notice to proceed was received late November 2008, and construction began December 1, 2008. TEI will provide all labor, materials, equipment, supervision and related items to clear and grub all restoration sites, excavate and grade the creation site, backfill ditches to specified elevations, install native wetland and upland plants, and provide biological monitoring and maintenance services for a period of up to four years.



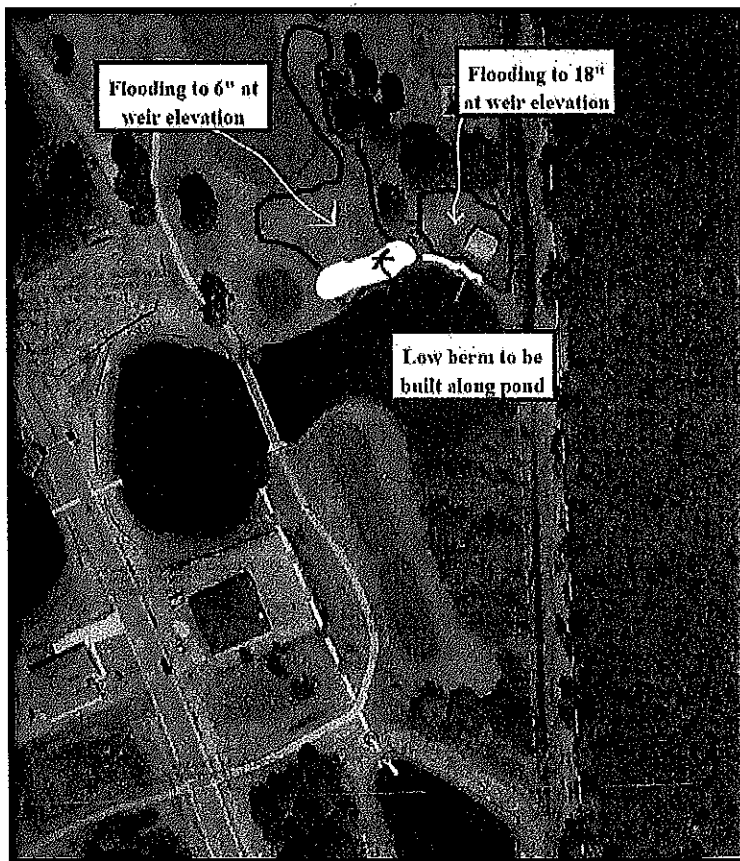
Wetland Restoration (Turnbull Creek ROMA) Image # 0070 1014 Date 07/10/09

Stormwater Treatment, Drainage, and Parking Lot Improvements at St. Johns County Golf Course

Location: St. Johns County, Florida
Client: St. Johns County Construction Services
Contact: Mr. Mike Rubin
904.209.0190
Value: \$288,600

Description: In August 2004 TEI began work on a stormwater system retrofit project for St. Johns County Golf Course. Tasks included clearing, grubbing, installing drainage features and stormwater treatment swales, and sodding / stabilizing a one (1) acre overflow parking lot.

After evaluating project requirements and in light of the Owner's complete satisfaction with TEI performance, the Owner requested major changes to the project scope via several change orders. The Change Orders were approved as waivers to purchasing guidelines due to favorable contractor pricing, experience, and our timely schedule.

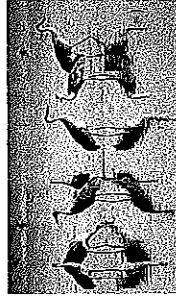


The requested change orders added significantly to the scope by retrofitting the water management system on four separate lakes within the golf course. Tasks included designing and implementing a de-watering system, removal and replacement of 275 linear feet of 24" RCP drainage pipe, installation of endwalls, manholes, inlets, weirs, and control valves, and construction of embankments to manage and provide treatment of stormwater associated with the lake and water management system within the golf course / residential community.

Equipment: Standard Trackhoe, Backhoe Loader, Dump trucks, & compactor

Turnbull Environmental, Inc

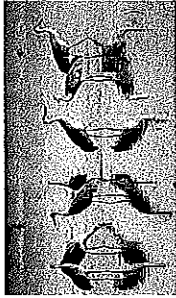
**Recent Project Summaries
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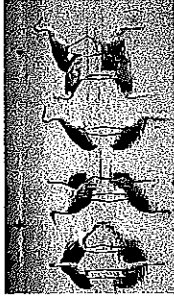
Project Title and Value	Project Description	Project Manager / Superintendent	Start and End Dates	Client/Project Manager	Design Architect and/or Engineer
<p>Pine Island Conservation Area Stormwater Improvements - Phase II \$1,737,314.00 - 75% Complete</p>	<p>Stormwater Park, Project includes excavation, wetland creation, clearing & grubbing, installation of HDPE pipe, installation of chainlink fence, electrical conduit, electrical connections, installation of diesel generator, and installation of stormwater pumps, and stiling wells.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent Maryn Carré, Field Director & Asst Project Mgr</p>	<p>Nov, 2013 - July 2014</p>	<p>Brevard County Board of County Commissioners 2725 Judge Fran Jamison Way Viera, FL 32940 Robbyn Spratt 321.633.2016 robbyn.spratt@brevardcounty.us</p>	<p>Queenin Hampton Associates, Inc</p>
<p>George T. Lewis Airport Base Bid B - Runway 5 Erosion Control and Stabilization \$62,200</p>	<p>Installation of 400 SY Open Cell Articulating Concrete Block Mat</p>	<p>Richard Turnbull, Project Manager Maryn Carré, Site Superintendent</p>	<p>Oct 2013 - Nov 2013</p>	<p>Levy County Board of County Commissioners 355 South Court Street Bronson, FL 32621 Don Randiass, Project Manager 904-557-6285 drandiass@passero.com</p>	<p>Passero & Associates</p>
<p>Harbour Island Tennis Centre Courts \$250,000.00</p>	<p>Installation of Three Har-Tru Tennis Courts with sub surface hydrocourt irrigation system and associated court lighting, windscreens, geoweb parking lot, handicap ramp, handicap parking spaces, sidewalks, and landscaping. Phase I & II</p>	<p>Richard Turnbull, Project Manager Maryn Carré, Site Superintendent</p>	<p>Jan 2012 - March 2013</p>	<p>Harbour Island Tennis Centre 205 Harbour Cay Way St Augustine, FL 32080 904-460-4217 Marie Turnbull, Owner</p>	<p>Matthews Designs, Inc</p>
<p>Itchepackassas Creek Regional Stormwater Treatment Facility Bid 12-038, \$1,897,035.54 Original Contract \$2,072,250.00 Changes for ODP & Cost Saving Design Changes by TEI</p>	<p>Construction of a 75 acre stormwater treatment wetland marsh system on the northern half of a 262 acre parcel on Walker Road west of Lakeland. The work entailed the construction of a stormwater treatment pond installation of two pump stations to transfer water from the creeks. The project included the installation of Storm Water Inlets, Endwalls and RCP Pipe, Ductile Iron Pipes, HDPE Pipe, and Directional Boring. The installations of Flap Gates, Check Valves, Gate Valves, Sluice Gates, and Screens were required in this project. Also included was the installation of electrical pull boxes, Schedule 80 conduit and electrical connections to the pumps from the transformers while coordinating with Lakeland Electric for new electrical service. A separate swale was constructed a the northern end of the property to allow for a gravity flow discharge from one of the pump stations to the adjacent wetland and a Clay Core was installed in the berm system. Both the stormwater treatment marsh areas and the spreader swale areas where planted with native wetland vegetation to complete the project construction.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent Maryn Carré, Field Director & Asst Project Mgr</p>	<p>Oct 2012 - Dec 2013</p>	<p>Polk County Board of County Commissioners 330 W Church St, Rm 150 Bartow, FL 33830 Robert Kollinger 863-534-7377 RobertKollinger@polk-county.net</p>	<p>CivilSurv Design Group, Inc</p>

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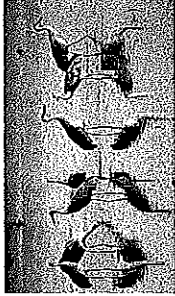
Project Title and Value	Project Description	Project Manager / Superintendent	Start and End Dates	Client/Project Manager	Design Architect and/or Engineer
<p>Base Bid A - Taxiway B (South) Extension, Canal Relocation & Runway Safety Area Improvements (Phase II) \$4,854,500.00 Original Contract 5,402,400 Changes for ODP</p>	<p>Base Bid A will consist of the removal of existing Taxiway C, and the extension of Taxiway B, (approximately 1,560' in length by 75' wide with 15' paved shoulders), in addition to a connector taxiway to Runway 13-31. The work also includes associated storm sewer installations, mass stabilization of in-situ soils, installation of edge lighting systems and lighted taxiway guidance signs, aerification of drainage easement areas, pavement markings, and site restoration. Also included in the Base Bid are the relocation of an existing 50 foot wide by 850 foot long salt water marsh canal, and Runway Safety Area Improvements consisting of restoration of eroded shoreline using suitable material from an existing stockpile, and slope stabilization using an articulating concrete block protection blanket.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent Maryn Carr, Field Director & Asst Project Mgr</p>	<p>Oct 2011 - Dec 2012</p>	<p>St. Augustine-St. Johns County Airport Authority Mr. Mike Corneli, Project Manager 4796 US 1 North Saint Augustine, FL 32095 904.209.0871 mccornell@sjrwmd.com</p>	<p>Passero & Associates</p>
<p>SJR WMD Annual Civil Works Projects \$4,053,500.00</p>	<p>TEI has been awarded an annual contract with SJRWMD to implement water resource and wetland restoration, general earthwork projects. Tasks include wetland restoration, dewatering, levee construction, culverts and water control structure installation, erosion control facilities, cast-in-place and pre-cast concrete, stabilized and/or paved roadways, and ground cover. The procurement was awarded based on cost, experience & qualifications, and references. Current Projects are located at Lake Apopka.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent</p>	<p>Dec 2010 - Dec 2012</p>	<p>St. Johns River WMD Mr. Cliff Gandy, Prof. Engineer Department of Water Resources 4049 Reid Street Palatka, FL 32178 386.329.4322 fax: 386.329.4329 cgandy@sjrwmd.com</p>	<p>St. Johns River WMD Palatka, FL</p>
<p>Runway Safety Area (RSA) Improvements (Phase I) and Spoil Island Mitigation \$2,605,000 Original Contract \$3,240,051 Changes for ODP & Contractor Design Savings to Owner</p>	<p>The RSA Improvements consist of restoration of eroded shoreline using suitable material from the island and slope stabilization using an articulating concrete block protection blanket. The Spoil Island Mitigation consists of the removal of an existing island approximately 17 acres in size and located just to the north of Runway 13-31. Removal will consist of clearing and grubbing of trees and brush, removal and transportation of suitable material to a mainland stockpile area, and restoration of the area to salt water tidal marsh. This project also included the installation of Culvert Boxes, RCP Pipe with Mitered End and Storm Gates.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent</p>	<p>Feb 2011 - September 2011</p>	<p>St. Augustine-St. Johns County Airport Authority Mr. Mike Corneli, Project Manager 4796 US 1 North Saint Augustine, FL 32095 904.209.0871 fax: 904.824.1655 mccornell@passero.com</p>	<p>Passero & Associates</p>



Project Title and Value	Project Description	Project Manager / Superintendent	Start and End Dates	Client/Project Manager	Design Architect and/or Engineer
North Peninsula State Park \$1,342,650	This project entailed the restoration of a minimum of 30 acres of salt marsh located in Volusia County. Financing for the project was via a grant from NOAA using federal stimulus monies, and administered by St. Johns River Water Management District. Project efficiencies gained from TEI's skills, knowledge and abilities have allowed for an additional fourteen (14) acres of salt water marsh to be restored and yielding a total of 400,000 CY of spoil material removal from the site. This additional acreage is within the original budget, and therefore is enhancing additional wetland areas of the state park at no additional cost.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Sep 09 - Dec 10	Floridan RC & D Council, Inc Dick Balduzzi, Owner 1093 A1A Beach Blvd #267 St. Augustine, FL 32080 904.501.9900 fax: 904.471.1063 phaydt@sjrwmd.com	St. Johns River WMD Palatka, FL
City of Orlando Spring Lake Wet Detention Pond (Dredging Project) \$385,000	TEI provided continuing services for six years under an Annual Contract to conduct sandbar removal, lake restoration, and stormwater outfall maintenance throughout the City of Orlando. In October 2010 the City of Orlando contracted with TEI to complete stormwater outfall maintenance on Spring Lake in Orlando Florida	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Dec 09 - Sep 10	City of Orlando Mr. John Evertsen, Program Coordinator 1030 S. Woods Ave Orlando, FL 32805 407.246.2234	City of Orlando
Turnbull Creek Regional Mitigation Area \$1,102,500	The Turnbull Creek Regional Mitigation project is a major wetland restoration, enhancement and creation initiative by St. Johns County. Work included removal of roads, ditches, berms, installation of ditch blocks and low water crossings, creation of 9.3 acres of wetlands, and associated native plantings throughout a 750 acre County-owned mitigation area. Earthwork and plantings were conducted in two phases, with a three year monitoring and maintenance period for each phase.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Phase I: Dec 08 - Mar 09 Phase II: Mar 09 - Jul 09	St. Johns County BOCC Mr. Tony Cubbedge 500 San Sebastian View St. Augustine, FL 32084 904.669.3582 fax: 904.209.2621 twcubbedge@sjcfl.us	Jones Edmund & Assoc. Gainesville, FL
SJRWMD Annual Civil Works Projects \$1,500,000	TEI has been awarded an annual contract with SJRWMD to implement water resource and wetland restoration; general earthwork projects. Tasks include wetland restoration, dewatering, levee construction, culverts and water control structure installation, erosion control facilities, cast-in-place and pre-cast concrete, stabilized and/or paved roadways, and ground cover. The procurement was awarded based on cost, experience & qualifications, and references. Completed projects include Deep Creek I & II, Emeralds Marsh, Lowrie Brown, Edgefield, Apopka Flow-way Finger Dikes and Ditch Maintenance. Pending Projects include additional work at Lake Apopka and Emeralds Marsh.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Dec 2006 - March 2010	St. Johns River WMD Mr. Cliff Gandy, Prof. Engineer Department of Water Resources 4049 Reid Street Palatka, FL 32178 386.329.4322 fax: 386.329.4329 cgandy@sjrwmd.com	St. Johns River WMD Palatka, FL

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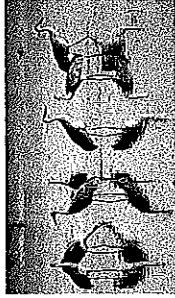
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Project Title and Value	Project Description	Project Manager / Superintendent	Start and End Dates	Client/Project Manager	Design Architect and/or Engineer
<p>Caloosahatchee Creek Wetland Restoration Project \$395,000</p>	<p>TEI assisted with design and permitting, and subsequently implemented the hydrologic restoration to a more natural flow-way system of the Caloosahatchee Creek Property, owned by Lee County. Restoration entailed blocking existing drainage channels with earthen berm structures and geoweb low water crossings, as well as re-establishing hydrologic connection with the adjacent Caloosahatchee River by removing earthen berms surrounding the project area.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent</p>	<p>Nov 08 - Mar 09</p>	<p>Mr. Mitchell Moore, Project Manager Ecosystem Restoration Division EarthBalance, Inc. 2579 N Toledo Blade Blvd. North Port, FL 34289 941.426.7878 fax: 941.426.3673 mmore@earthbalance.com</p>	<p>Mr. Tom Odum, President Mitigation Resources, Inc. 407.719.5539</p>
<p>McNeil Pond Habitat Enhancement Project \$187,500</p>	<p>TEI conducted a major pond restoration project via muck removal at McNeil's Pond, a 26 acre inter-dunal pond located within Guana State Park in north-east St. Johns County. Task included dewatering during numerous extreme rainfall events, and excavation and removal of over 20,000 cubic yards of unconsolidated muck sediments, thereby restoring the original sandy bottom substrate.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent</p>	<p>Feb 08 - Jun 08</p>	<p>FL Fish and Wildlife Conserv. Comm. 620 South Meridian Street Tallahassee, FL 32399-1600 Mr. Mahmoud Madkour, Prof. Engineer 850.488.5531</p>	<p>FL Fish and Wildlife Conserv. Comm. Tallahassee, FL</p>
<p>SRWMD Wetland Restoration & Streambank Stabilization Construction Services \$1,043,000</p>	<p>TEI is under annual contract with SRWMD to design and implement wetland restoration and streambank stabilization projects throughout the Suwannee River basin. The procurement was awarded based on cost, experience & qualifications, and references; TEI was ranked #1 out of 14 bidders by every staff reviewer. Typical wetland projects include hydrologic reconnection, berm and levee removal, and wetland creation. Typical streambank stabilization projects include installation of sheet pile walls, gabion baskets, storm drain inlets, and geocell installation. Completed projects include - Lake Rowell, Anderson Springs, Devils Hammock, Woods Ferry and Ruth Springs. Ongoing Projects - Blue Sink and DOT Mitigation.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent</p>	<p>Jun 06 - Sep 09</p>	<p>Suwannee River WMD Mr. Bob Heeke, Sr. Program Manager 9225 CR 49 Live Oak, FL 32060 800.226.1066 fax: 386.362.1056 heeke_b@srwmd.state.fl.us</p>	<p>Suwannee River WMD & various engineering firms</p>

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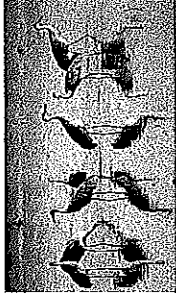
**Recent Project Summaries
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Project Title and Value	Project Description	Project Manager / Superintendent	Start and End Dates	Client/Project Manager	Design Architect and/or Engineer
<p>Maria Sanchez Shoreline Stabilization 252,500</p>	<p>The Shoreline Stabilization of Maria Sanchez lake was accomplished utilizing a combination of Shoreguard Sheepsite as well as concrete block wall. Activities included the clearing, excavating and installing bedding stone as a base on sections of the shoreline that had eroded over time. After shoreline was prepared large (1200 pound) segmented concrete blocks were then placed and stacked to create a retaining wall. The wall was then backfilled and a littoral shelf placed in front of the wall using in-situ material. The project was completed May 2009 leaving the city and the residents with a stable shoreline, planted with natural saltmarsh plants and an aesthetically pleasing look for the community.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent</p>	<p>Nov 08 - May 09</p>	<p>City of St Augustine Mr. Todd Grant, Public Works Deputy Director P. O. Box 210 St Augustine, FL 32084 904.209.4271 tgrant@ci.st-augustine.fl.us</p>	<p>City of St Augustine</p>
<p>RV Griffin Reservoir Mitigation Project \$578,500</p>	<p>TEI conducted a major wetland restoration and mitigation project within the RV Griffin Reserve, located in Desoto County. The project involved the construction of various structures to reverse the drainage effect of ditching and to restore and enhance wetlands on a large portion of the 6,000 acre property.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent</p>	<p>Apr 07 - Nov 07</p>	<p>Peace River/Manasota Regional Water Supply Authority Mr. Kevin Morris, Facilities Director 6311 Atrium Drive, Suite 100 Bradenton, FL 34202 941.316.1776 fax: 941.316.1772</p>	<p>EarthBalance, Inc North Port, FL</p>
<p>Orange Ck. Restoration Area Phase V \$261,288</p>	<p>TEI implemented construction activities at OCRA in 2008, which included building a flood control levee around a portion of the adjacent property. A water control structure and pump pad were also installed. Restoration earthwork included removal of levees and ditches by backfilling the levee spoil into the adjacent ditches to natural grade. Additional tasks included creation of habitat islands, installation of geoweb low-water crossings and the removal of three pump stations and associated solid waste.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent</p>	<p>Mar 08 - Nov 08</p>	<p>St. Johns River WMD Mr. Bill Bossuot, Land Resource Specialist Land Resources Dept. Palatka, FL 32178 386.329.4500 bbossuot@sjrwmd.com</p>	<p>St. Johns River Water Management District</p>
<p>City of Orlando Lake Restoration & Sandbar Removal Annual Contract \$528,214</p>	<p>TEI provided continuing services for six years under an Annual Contract to conduct sandbar removal, lake restoration, and stormwater outfall maintenance throughout the City of Orlando. Completed projects included Lake Orlando, Lake Giles, Spring Lake, Lake Holden, Lake Rabana, Pineloch & Dover, Clear Lake, Lake Eola, Lake Lucerne Restoration, Lake Winyah, Lake Greenwood, Lake Highland and Lake Wade & Beauty.</p>	<p>Richard Turnbull, Project Manager Dan Langdale, Site Superintendent</p>	<p>Mar 03 - Jan 09</p>	<p>City of Orlando Mr. John Eversen, Program Coordinator 1030 S. Woods Ave Orlando, FL 32805 407.246.2234</p>	<p>City of Orlando</p>

Turnbull Environmental, Inc

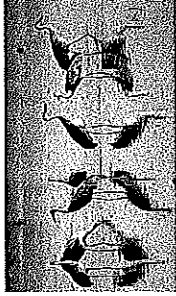
Recent Project Summaries
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Project Title and Value	Project Description	Project Manager / Superintendent	Start and End Dates	Client/Project Manager	Design Architect and/or Engineer
Lake Maggioro Shoreline Restoration \$553,750	TEI conducted a major shoreline restoration project via muck removal at Lake Maggioro, a large freshwater lake located within the City of Clearwater, Florida. Tasks included installing turbidity control measures, and scraping over 26 acres of lake shoreline to remove unconsolidated organic sediments and large stands of cattails, thereby restoring the original sandy bottom substrate.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Feb 06 - Feb 07	Tarpon Ridge, Inc., Mr. Scott Ferris, VP of Operations 9741 International Court N., St. Petersburg, FL 33716	n/a
GTMERR Dock & Shoreline Restoration Project \$57,700	TEI was awarded a six month project to provide erosion control, stabilization, and storm surge protection to the new \$5M Environmental Education Center located at Ghana River State Park in north-east Florida. The project included a flood protection component which entailed re-contouring, shaping and restoring the adjacent shoreline, installing 6" rock-filled geoweb, and installing over 60,000 native plants. In addition, the project included the installation of a 150' long fixed dock and 500-square foot floating dock with gangway, fencing, and electric, water, and irrigation utilities.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Feb 06 - Aug 06	DEP, Office of CAMA Henri Burton, Construction Manager 3900 Commonwealth Blvd, MS 520 Tallahassee, FL 32399 850.528.8523	George F Young, Inc. Gainesville, FL
Lake Harney Wetland Restoration Project \$57,350	The project included a requirement for the contractor to secure an ACOE wetland permit, as well as conducting the actual heavy equipment earthwork. Approximately 80% of the agricultural berm that had been in place for decades was subsequently removed by pushing the spoil into the adjacent borrow canals. The restored topography greatly improved hydrology, floodplain connectivity to adjacent Lake Harney, and wetland function. The former ditch and berm system was allowed to recolonize naturally from adjacent wetland areas.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Mar 06 - Jun 06	Seminole County Jim Duby, Project Manager 1101 E 1st Street Sanford, FL 32771 407.349.0769 fax 407.665.7956	St. Johns River Water Management District
Cross Bar Ranch Natural Systems Restoration Project \$239,510	The project required construction of five new adjustable water control structures and one fixed geoweb overflow structure. The structures were installed at existing roadway / drainage crossings within the Cross Bar Ranch Wetfield in order to restore natural drainage patterns, reduce downstream flooding, re-hydrate excessively drained wetlands, increase groundwater recharge, and improve water quality of stormwater prior to downstream release. All work performed was in accordance with the Southwest Florida WMD and ACOE permits, and required extensive coordination among Tampa Bay Water Authority, Pinellas County, and Southwest Florida WMD, all funding partners for the project.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Oct 05 - Apr 06	Tampa Bay Water Authority Patty Fesmire, Env. Analyst 2535 Landmark Drive Suite 211 Clearwater, FL 33761-3930 727.796.2355 fax 727.791.2388 pfesmire@tampabaywater.org	HDR, Inc

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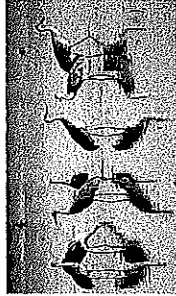
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Project Title and Value	Project Description	Project Manager / Superintendent	Start and End Dates	Client/Project Manager	Design Architect and/or Engineer
St Johns County Pier Seawall Repair Project \$109,500	Repair and restore the severely damaged seawall protecting the county park and pier on Anastasia Island. Portions of the seawall and associated catch basin had been destroyed during the 2004 and 2005 hurricane season. The contract called for replacement of 20' of concrete pilings, 200 feet of 20' wide catch apron, and rebuilding of 40 feet of parapet wall and 60 feet of splash wall - nearly 200 cubic yards of concrete was formed and poured.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Oct 05 - Dec 05	St. Johns County Mr. Mike Rubin, Director Construction Services 2416 Dobbs Road St. Augustine, FL 32086 904.209.0190	Coastal Planning & Engineering, Inc.
Odena Operations Center Wetland Mitigation & Stormwater Management System Project \$315,000	Hydrologic and wetland restoration on approximately 15 acres of wetlands near Port St. Joe, FL. Activities included excavating and grading two borrow pits to suitable elevations for wetland planting, remove and rebuild the stormwater management pond and structures, installation of equalizing culverts, and installation of curbs, gutters, and fumes.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	May 05 - Aug 05	Progress Energy of Florida (Engineer = George F. Young, Inc) Mr. John Bastow, Vice-President/Engineering 1338 N.W. 13th St. Gainesville, FL 32601 352.378.1444	George F. Young, Inc. Gainesville, FL
Parsons Point Wetland Restoration Project \$46,500	Hydrologic and habitat restoration on Tsala Apopka Chain of Lakes, via excavation and removal of two earthen berm roads. Remnants of a bridge, including pilings, concrete footings, and approach aprons were also removed to restore wetland habitat.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	May 05 - Jun 05	Citrus County Department Of Public Works Mr. Mark Edwards, Director Aquatic Services Division 1300 South Lecanto Highway Lecanto, Florida 34460-0440 352.527.7620	Southwest Florida Water Management District
Brooker Creek Hydrologic & Habitat Restoration Project \$470,000	Hydrologic and habitat restoration on Channels L and F via replacement of earthen fill access roads across two channels of Brooker Creek. The earthen roads were over excavated and then brought to original wetland grade using geoweb fabric, geogrid, and geocell layers. Over 15 acres were restored and planted with native wetland plants, and maintained thru June 2006.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Feb 05 - Jun 06	Southwest Florida WMD Mr. Michael Holtkamp Operations Director 2379 Broad St. Brooksville, FL 34604-6899 813.985.7481 Ext 2212	HDR, Inc. Tampa, FL
Parking Lot Improvements St. Johns Co. Health Dept. \$72,500	Clearing & grubbing, stabilizing, and paving 19 space overflow parking area; including headwalls, curbs & gutters, landscaping, signs, and pavement markings.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Feb 05 - Mar 05	St. Johns County Mr. Mike Rubin, Director Construction Services 2416 Dobbs Road St. Augustine, FL 32086 904.209.0190	Ayles & Associates, Inc. St. Augustine, FL.

Turnbull Environmental, Inc

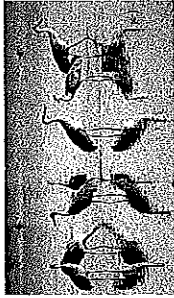
**Recent Project Summaries
as of 4/30/2014**



Project Title and Value	Project Description	Project Manager / Superintendent	Start and End Dates	Client/Project Manager	Design Architect and/or Engineer
Stormwater, Drainage, and Parking Improvements St. Johns County Golf Course \$288,600	Stormwater drainage system retrofit, clearing & grubbing, stabilizing, and grassing 1 acre overflow parking area; removal and replacement of drainage pipe, installation of endwalls, manholes, inlets, weirs, and control valves.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Aug 04 - Mar 05	St. Johns County Mr. Mike Rubin, Director Construction Services 2415 Dobbs Road St. Augustine, FL 32086 904.209.0190	Stone, Joca & Mahoney Consulting Engineers, Inc. Jacksonville, FL.
San Fejasco State Preserve Wetland Enhancement \$49,250	Project manager / prime contractor for berm removal and wetland restoration, with special application of crane mats to protect existing wetlands.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	May 04 - Jul 04	Suwannee River WMD Ms. Megan Wetherington, Engineer 9225 CR 49 Live Oak, FL 32060 800.226.1066 fax: 386.362.1056	Suwannee River Water Management and Various other Engineering Firms
Hydrologic Restoration at Hiochee WMA \$27,400	Project manager / prime contractor for berm removal and ditch filling, wetland restoration, and culvert installation.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	May 04 - May 04	Fl. Fish & Wildlife Commission Ms. Cyndi Gates, Bio. Scientist 12932 CR 474 Clermont, FL 34711 352.241.8501	Florida Department of Environmental Protection
Econ State Forest Wetland Restoration Project \$56,000	Berm removal and ditch filling, wetland restoration, culvert installation, geoweb low-water crossing, geoweb weir construction.	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Dec 03 - Feb 04	St. Johns River WMD Mr. Gian Basili, Bureau Director Environmental Sciences Palatka, FL 32178 386.937.0555	St. Johns River Water Management District
Goldhead Branch State Park Lake Restoration & Stormwater System Project \$92,000	Lake restoration, stormwater pond excavation, concrete inlet boxes, nypolast drain basins, sheet pile weirs, exfiltration units, rip-rap protection, potable 4" water well	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Oct 03 - Feb 04	Fl. Dept Environmental Protection Warren Poplin, Park Manager Goldhead Branch State Park Keystone Heights, FL 352.473.4701	Fl. Dept Env. Protection Steve Palmer, Proj. Engineer 3540 Thomasville Rd. Tallahassee, FL 32309 850.488.5372
Paynes Prairie State Park Tram Road Removal Project \$17,750	Berm removal and ditch filling, wetland restoration, upland restoration	Richard Turnbull, Project Manager Dan Langdale, Site Superintendent	Nov 03 - Dec 03	Fl. Dept Environmental Protection Mr. Jim Wiener, Park Biologist Paynes Prairie State Park Micanopy, FL 352.466.8081	Florida Department of Environmental Protection

Turnbull Environmental, Inc

Recent Project Summaries
as of 4/30/2014



Project Title and Value	Project Description	Project Manager / Superintendent	Start and End Dates	Client/Project Manager	Design Architect and/or Engineer
Myakka River SP Natural Systems Restoration Project \$17,500	Berm removal and ditch filling, wetland restoration, upland restoration	Richard Turnbull, Project Manager / Dan Langdale, Site Superintendent	Mar 03 - Apr 03	Fl. Dept Environmental Protection Mr. Robert Dye, Park Manager Myakka River State Park Sarasota, FL 941.361.6515	Florida Department of Environmental Protection
Stephen Foster SP Stormwater System Retrofit Project \$47,500	River protection, stormwater pond excavation and retrofit, berm installation, nyopiast drain basins, directional drilling, rip-rap outfall	Richard Turnbull, Project Manager / Dan Langdale, Site Superintendent	Jan 03 - Apr 03	Fl. Dept Environmental Protection Valinda Subic, Park Manager White Springs, FL 386.397.4331	Fl. Dept Env. Protection Charles Savering, Proj. Engr 3540 Thomasville Rd. Tallahassee, FL 32309 850.488.5372
Paynes Prairie State Park Wetland Restoration Project \$98,000	Wetland restoration via berm removal and ditch back-filling of over 5,000 linear feet of medium and large ditches, to enhance several hundred acres of historically significant wetlands within Paynes Prairie, near Gainesville Florida.	Richard Turnbull, Project Manager / Dan Langdale, Site Superintendent	May 02 - Jun 02	Paynes Prairie State Park Mr. Jim Wiener, Park Biologist Micanopy, FL 352.466.8081	Florida Department of Environmental Protection
Orange Creek Restoration Area, Phases I-IV \$900,000	Project manager tasked with supervising all aspects of major earthwork / wetland restoration project that entailed complete removal of 9 miles of perimeter levee and 14.2 miles of interior berms, ditches & canals associated with a 1,400 acre former agricultural farm. Also included construction of geoweb low water crossings and removal of all water control structures.	Richard Turnbull, Project Manager	May 98 - Aug 01	St. Johns River WMD Mr. Gian Basili, Bureau Director Environmental Sciences Palatka, FL 32178 386.937.0555	St. Johns River Water Management District

Executed in 4 Counterparts

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated April 30, 2014 .

For
Deep Creek West Stormwater Treatment Facility Modifications Re-Bid
St. Johns County, Florida

NOW THEREFORE,

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 30th day of April A.D., 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

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

WITNESSES:

[Signature]
Ashley E Thomas
[Signature]

Turnbull Environmental, Inc. Richard E Turnbull
PRINCIPAL:

Turnbull Environmental, Inc.
NAME OF FIRM:

[Signature]
SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)
President
TITLE

50 Agnes Circle
BUSINESS ADDRESS

St. Augustine FL 32080
CITY STATE

United Fire & Casualty Company
SURETY:

United Fire & Casualty Company
CORPORATE SURETY

Teresa L. Durham Teresa L. Durham
ATTORNEY-IN-FACT (AFFIX SEAL) & FL Lic. Resident Agent

P.O. Box 73909
BUSINESS ADDRESS

Cedar Rapids, IA 52407-3909
CITY STATE

Florida Surety Bonds, Inc.
NAME OF LOCAL INSURANCE AGENCY

WITNESS:

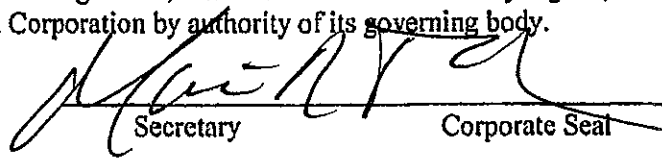
[Signature]
Donna Keefer

END OF SECTION

ATTACHMENT "D"

CERTIFICATES AS TO CORPORATE PRINCIPAL

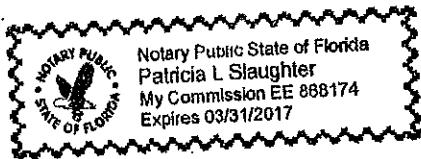
I, Marie R Turnbull, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Richard E Turnbull who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine; and that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


Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS) ORANGE

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

Subscribed and sworn to me this 30th day of April, 2014, A.D.



NOTARY PUBLIC Patricia L. Slaughter
State of Florida-at-large Patricia L. Slaughter

My Commission Expires: 03/31/2017

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

UNITED FIRE AND CASUALTY COMPANY

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

Statement of Financial Condition
As Of December 31, 2012

ASSETS

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

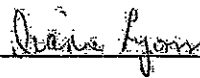
LIABILITIES, SURPLUS AND OTHER FUNDS

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

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

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

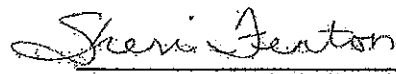
I, Dianne M. Lyons, Vice President of United Fire and Casualty Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.



Vice President

State of Iowa
City of Cedar Rapids } SS:

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



Notary Public



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

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

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

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

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

"Article VI - Surety Bonds and Undertakings"

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

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



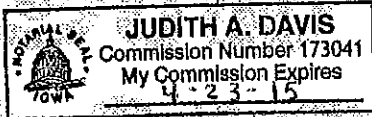
UNITED FIRE & CASUALTY COMPANY

By

Vice President

State of Iowa; County of Linn, ss:

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



Notary Public

My commission expires:

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 30th day of April 2014.

Secretary



BID NO.: 14-01R

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received **until 2:00 P.M. on Wednesday, April 30, 2014** by Sharon Haluska, St. Johns County Purchasing Dept. located in the St. Johns County Administration Building at 500 San Sebastian View, St. Augustine, Florida 32084 for the **Deep Creek West Regional Stormwater Treatment Facility Modifications Re-Bid**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or 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 scope of this project is to furnish all labor, materials and equipment necessary for the construction of modifications to an existing stormwater treatment facility. The treatment facility consists of a pump station, a wet detention pond, and a treatment wetland. The project consists of the following:

- Raising the existing pond perimeter berm by three feet.
- Excavating a forebay connected to existing flowing waters.
- Demolition of two existing pumps and their associated control and electrical system.
- Installation of four pumps in the existing pump station with new controls and electrical system.
- Installation of associated piping, valves, and discharge structures.
- Construction of two ditch plugs.
- Modification of three stormwater outlet structures.

The primary work site is the parcel of land known as the Deep Creek West Regional Stormwater Treatment Facility located on George Miller Road.

Minimum Qualifications: Prime bidders must be fully licensed to do business in the State of Florida and hold a current Certified General Contractor or Certified Underground Utility license at the time the bid is due. Prime bidders must have successfully constructed, as a prime or subcontractor, at least three (3) projects of the type, size, and dollar value of the construction proposed for this project, and must have been in business under the bidding company name for a minimum of five (5) years. The prime and/or subcontractors performing the scope of work in any or all of the following five (5) work classes, must be currently pre-qualified by the Florida Dept. of Transportation (FDOT): 1) Grading 2) Drainage 3) Electrical Work 4) Seeding 5) Sodding. The FDOT pre-qualified prime and/or sub-contractor(s) shown on Bid Proposal Attachment "C" shall be required to perform the work for which they have been designated. Proof of all experience and qualifications shall be provided in the form of the Bid Proposal attachments and will be verified upon receipt of the bids.

No change to the proposed subcontractor(s) shall be made either before or after contract award without prior approval of the County.

Prime bidders shall be required to provide evidence of a good faith effort to ensure that women (WBE) and minority-owned business (MBE) enterprises are given the opportunity for maximum participation as contractors/subcontractors on this project.

There will be a **Mandatory** Pre-Bid Conference on **Tuesday, April 8, 2014 at 1:30 P.M.** at the St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, Florida 32084. Meeting doors will be closed promptly at 9:30 A.M. Anyone arriving after the doors have closed will not be allowed admittance to the meeting. It is the Contractor's responsibility for timely arrival. Any company not in **attendance and signed in at the meeting** will not be allowed to submit a bid. **Note:** Firms who attended the Pre-Bid meeting on Feb.4, 2014 are not required to attend this meeting to be eligible to submit a bid.

Copies of Bidding Documents may be obtained from Jones Edmunds & Associates, Inc., 730 NE Waldo Rd., Gainesville, FL 32641 (352) 377-5821 for the sum of \$150.00 per set, which is non-refundable. Make checks payable to Jones Edmunds & Associates. Email bids@jonesedmunds.com for further details to obtain a set of Contract Documents. **Note:** Firms who purchased bid documents from Jones Edmunds for the original bid can request a set of re-bid documents at no charge.

ALL questions relative to this bid/project shall be directed in **writing** via email to shaluska@sjcfl.us or by fax to (904) 209-0157. **The deadline for all questions shall be 4:00 P.M., Wednesday, April 16, 2014.**

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.

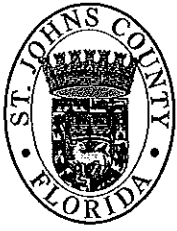
Designated Point of Contact: Sharon Haluska, SJC Purchasing, (904) 209-0156 or shaluska@sjcfl.us

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

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

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

BY: _____
Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

March 25, 2014

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID NO.: 14-01R - - Deep Creek West Stormwater Treatment Facility Modifications Re-Bid

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *Please return a signed copy of this Addenda with Bid Proposal (1 original + 2 copies).*

ADDENDUM #1 SHALL BE INCORPORATED INTO THE AGREEMENT DOCUMENTS, PROPOSAL REQUIREMENTS, AGREEMENT FORMS, CONDITIONS OF THE AGREEMENT, AND TECHNICAL SPECIFICATIONS

QUESTIONS/CHANGES:

Notice to Bidders - There will be a **Mandatory** Pre-Bid Conference on **Tuesday, April 8, 2014 at 1:30 P.M.** at the St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, Florida 32084. Meeting doors will be closed promptly at 9:30 A.M. Anyone arriving after the doors have closed will not be allowed admittance to the meeting.

Correction: Meeting doors will be closed promptly at **1:30 P.M.**

THE BID DUE DATE is Wednesday, April 30, 2014 by 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM 1

User: Haluska, Sharon

Organization: St. Johns County - Purchasing Department

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Document Title Bid No 14-01R Addendum 1

Reference Filename 1656535.PDF

File Size 53138 Bytes

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Addendums 1

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St. Johns County Board of County Commissioners

Purchasing Division

April 22, 2014

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID NO.: 14-01R - - Deep Creek West Stormwater Treatment Facility Modifications
Re-Bid

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *Please return a signed copy of this Addenda with Bid Proposal (1 original + 2 copies).*

QUESTIONS/CHANGES:

Question #1 - On the Plan Documents Index No. 27 Dwg. No. S1 under Structural Aluminum 4.6 it says that All Aluminum shall be Anodized- since there are four different processes for anodizing is there a required method for this project.

Response: A minimum thickness of 1 mil anodizing coating per ASTM B487 is required. No specific method is specified.

THE BID DUE DATE is Wednesday, April 30, 2014 by 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contracts Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM 2

User: Haluska, Sharon Organization: St. Johns County - Purchasing Department Logout | Help



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Document Title Bid No 14-01R Addendum 2

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Addendums 1

**STANDARD AGREEMENT
BETWEEN
OWNER AND CONTRACTOR
(1992 EDITION, REVISED 12/18/13)**

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 Turnbull Environmental, Inc., 50 Agnes Circle, St. Augustine, FL 32080 (p) (904) 461-8305 (f) (904) 461-0299 hereinafter referred to as the "Contractor") under seal for Construction of Bid No. 14-01R Deep Creek West Regional Stormwater Treatment Facility Modifications 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, Addendum 1 & 2, Bonds & Insurance

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 furnishing all labor, materials, equipment and other items necessary for the construction of modifications to an existing stormwater treatment facility. The treatment facility consists of a pump station, a wet detention pond, and a treatment wetland. The project consists of the following:

- Raising the existing pond perimeter berm by three feet.
- Excavating a forebay connected to existing flowing waters.
- Demolition of two existing pumps and their associated control and electrical system.
- Installation of four pumps in the existing pump station with new controls and electrical system.
- Installation of associated piping, valves, and discharge structures.
- Construction of two ditch plugs.
- Modification of three stormwater outlet structures.

The primary work site is the parcel of land known as the Deep Creek West Regional Stormwater Treatment Facility located on George Miller Road. All work shall be specifically performed in accordance with all plans and specifications for this project.

ARTICLE III CONTRACT TIME

3.1 Time and Liquidated Damages

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

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

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

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

3.2 Substantial Completion

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

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this 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 Lump Sum of **\$One Million Four Hundred Seventeen Thousand Five Hundred Dollars & XX/Cents (\$1,417,500.00)**. The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this 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 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:

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. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

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

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 a CONTRACTOR.

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.

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.

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 Statutes)

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

17.2 In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, the Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
- (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

17.3 Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

ARTICLE XVIII REVIEW OF RECORDS

18.1 Review of Records

As a conditions of entering into this Agreement/Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor 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 the Contractor 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.

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Contract No.: Bid No 14-01R – Deep Creek West Regional Stormwater Treatment Facility Modifications

Owner
St. Johns County (Seal)

Contractor
Turnbull Environmental, Inc. (Seal)

(Typed Name)

(Typed Name)

By: _____

By _____

Signature

Signature

Dawn Cardenas, Purchasing Manager
Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Cheryl Strickland, Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

Legally Sufficient:

Senior Assistant County Attorney

Date: _____