

RESOLUTION NO. 2014 - 221

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 14-98 AND TO EXECUTE AN AGREEMENT FOR SUNSET PARK WATER MAIN REPLACEMENT

RECITALS

WHEREAS, the County desires to enter into a contract with General Underground, LLC to provide services for construction of Sunset Park Water Main Replacement; and

WHEREAS, the scope of the project shall generally include furnishing all labor, materials, equipment and other items necessary for the installation of a new potable water system; and

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

WHEREAS, the 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.14-98 Sunset Park Water Main Replacement to, General Underground, LLC. 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 General Underground, LLC. on behalf of the County for the completion of the Sunset Park Water Main Replacement as specifically provided in Bid No 14-98.

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 19 day of August, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
John H. Morris - Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 8/21/14





**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

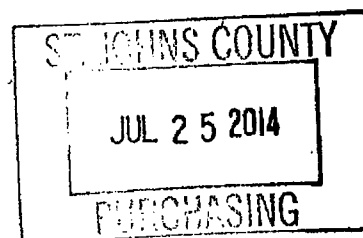
TO: James Overton, PE, Engineer -- Capital Improvement Projects
FROM: Sharon Haluska, Contract Manager *SH*
SUBJECT: Transmittal of Bids Received for Bid No. 14-98, Sunset Park Water main Replacement
DATE: July 9, 2014

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 Scott Jugg
Date 7-24-14
Budget Amount \$ 415,000
Account Funding Title Sunset Park WM Repl
Funding Charge Code 4488-56302-6180-56302
Award to General Underground LLC
Award Amount \$389,755.94



**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE SUNSET PARK WATER MAIN REPLACEMENT

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

OPENED BY

LEIGH DANIELS

DECISION WITH RESPECT TO THE AWARD OF ANY BID,

TABULATED BY

YVETTE CANDLER

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

VERIFIED BY

14-98

ST. JOHNS COUNTY. A WRITTEN NOTICE OF INTENT

BID NUMBER 14-98

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

OPENING DATE/TIME July 9, 2014 2:00 PM

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

POSTING DATE/TIME 07/09/14 3:00 PM

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

UNTIL
07/14/14 3:00 PM

FROM
07/09/14 3:00 PM

PAGE (S) 1 of 2

BIDDERS	TOTAL LUMP SUM BID PRICE	TESTING & PERMITTING ALLOWANCE	TOTAL LUMP SUM BID PRICE	BID BOND	ADDENDUM # 1	ADDENDUM # 2
CROSSROADS SITE DEVELOPMENT & UNDERGROUND UTILITIES LLC	\$694,000.00	\$5,000.00	\$699,000.00	YES	YES	YES
G&H UNDERGROUND CONSTRUCTION INC	\$433,795.00	\$5,000.00	\$438,795.00	YES	YES	YES
ATLANTIC DIRECTIONAL DRILLING INC	\$455,350.00	\$5,000.00	\$460,350.00	YES	YES	YES
MIRANDA CONTRACTING INC	\$583,400.00	\$5,000.00	\$588,400.00	YES	YES	YES
J.B. COXWELL CONTRACTING INC	\$669,656.00	\$5,000.00	\$674,656.00	YES	YES	YES
GENERAL UNDERGROUND LLC	\$384,755.94	\$5,000.00	\$389,755.94	YES	YES	YES

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE SUNSET PARK WATER MAIN REPLACEMENT

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
YVETTE CANDLER

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

BID NUMBER 14-98

OPENING DATE/TIME July 9, 2014 2:00 PM

POSTING DATE/TIME 07/09/14 3:00 PM
UNTIL 07/14/14 3:00 PM

BIDDERS	TOTAL LUMP SUM BID PRICE	TESTING & PERMITTING ALLOWANCE	TOTAL LUMP SUM BID PRICE	BID BOND	ADDENDUM # 1	ADDENDUM # 2
S.E. CLINE CONSTRUCTION INC	\$756,025.00	\$5,000.00	\$761,025.00	YES	YES	YES
GRIMES UTILITIES INC	\$772,402.00	\$5,000.00	\$777,402.00	YES	YES	YES

BID AWARD DATE - _____

BID NO.: 14-86 Sunset Park Water Main Replacement

COMPANY NAME	Attachments											License/Ce rts	Addenda 1 & 2	Bid Bond	Notes
	Base Bid	Testing Allowance	Total Lump Sum Bid	A	B	C	D	E	F	G					
Crossroads Site Development & Underground Utilities, Inc.	\$694,000.00	\$5,000.00	\$699,000.00	X	X	X	X	X	X	X	X	GC/CUC	X	Addendum 1 & 2 were acknowledged but no signed copies were submitted. Signature copies have been requested. (recd)	
G & H Underground Construction, Inc.	\$433,795.00	\$5,000.00	\$438,795.00	X	X	X	X	X	X	X	X	CUC	X	Bid Proposal meets the requirements	
Atlantic Direction Drilling, Inc.	\$455,350.00	\$5,000.00	\$460,350.00	X	X	X	X	X	X	X	X	Cert Under & Excavation	X	Addendum 1 & 2 were acknowledged but no signed copies were submitted. Signature copies have been requested. (recd)	
Miranda Contracting Inc	\$583,400.00	\$5,000.00	\$588,400.00	X	X	X	X	X	X	X	X	Cert Under & Excavation	X	Bid Proposal meets the requirements	
J. B. Coxwell Contracting, Inc.	\$669,656.00	\$5,000.00	\$674,656.00	X	X	X	X	X	X	X	X	GC/CUC	X	Bid Proposal meets the requirements	
General Underground, LLC	\$384,755.94	\$5,000.00	\$389,755.94	X	X	X	X	X	X	X	X	GC/CUC	X	Addendum 1 & 2 were acknowledged but no signed copies were submitted. Signature copies have been requested. (recd)	
S. E. Cline Construction, Inc.	\$756,025.00	\$5,000.00	\$761,025.00	X	X	X	X	X	X	X	X	GC/CUC	X	Bid Proposal meets the requirements	
Grimes Utilities Inc.	\$772,402.00	\$5,000.00	\$777,402.00	X	X	X	X	X	X	X	X	GC/CUC	X	Bid Proposal meets the requirements	

BID NO.: 14-98

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, July 9, 2014, St. Johns County Purchasing Dept. located in the St. Johns Co Administration Bldg at 500 San Sebastian View, St. Augustine, Florida 32084 (904) 209-0150 for construction of the Sunset Park Water Main Replacement. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids must be delivered or received in the Purchasing Department by the 2:00 P.M. deadline.

Scope of Work:

The scope of work for this project has include furnishing all labor, materials, equipment and any other items necessary for installation of a new potable water system in an existing subdivision known as Sunset Park in St. Johns County. Work includes installation of water main, services, fittings, fire hydrants, surface restoration, erosion and sedimentation control, sampling, testing, and as-built drawings. Installation of the water system shall be open cut or directional drill as shown on the Sunset Park Water Main Replacement Plans prepared by ETM, either method will be acceptable in areas not specified on the drawings. The Contractor shall coordinate all work with other contractors working in this area, as well as, coordination as needed with SJCUD.

The bid price submitted shall be lump sum including the installation of the water system and all ancillary work. However, it is estimated that the following quantities of materials will be required:

- 2362 LF of 8" WM (PVC DR18 or HDPE DR11) Open Cut or HDD
- 313 LF of 8" WM (HDPE DR11) HDD
- 3870 LF of 6" WM (PVC DR18 or HDPE DR11) Open Cut or HDD
- 850 LF of 6" WM (HDPE DR11) HDD
- 20 LF of 2" WM (HDPE DR9) and 2 Flushing Hydrants w/ boxes
- 10 Fire Hydrant Assemblies
- 54 1" Short Services
- 31 1" Long Services
- 2 1-1/2" Long Services

The above quantities are provided for informational purposes and does not relieve the Contractor of verifying actual quantities on the drawings and in the field. All work shall be performed in accordance with the plans and specifications.

There will be a **Non-Mandatory** Pre-Bid Conference on **Thursday, June 12, 2014 at 9:30 a.m.** at St. Johns County Utility Dept., 1205 State Road 16, St. Augustine, FL 32013. Interested bidders are highly encouraged to receive and review the bid documents PRIOR to the meeting and be prepared with questions.

Minimum Qualifications: Prime bidders must be fully licensed to conduct business in the State of Florida and hold either a Certified General Contractor or Underground Utility Contractor license at the time the bid is submitted. The submitting company must have business under the bidding company name for five (5) years and have successfully constructed a minimum of three

(3) similar projects in the past five (5) years of the same type, size and dollar value of the project proposed in this bid. Proof of licensing and prior experience must be submitted with the bid.

Copies of Bidding Documents shall be obtained via Email request for **Bid No 14-98 Sunset Park Water Main Replacement** along with full company name, address, phone & fax numbers, primary contact name to Sharon Haluska at shaluska@sjcfl.us.

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 and all technical questions relative to this project shall be directed **in writing** to James Overton, SJCUD Project Manager via email to joverton@sjcfl.us. Any and all procurement or bid process questions shall be directed **in writing** to Sharon Haluska, SJC Purchasing via email to shaluska@sjcfl.us. **All questions must be received by the designated contacts on or before 4:00 P.M., Wednesday, June 25, 2014.**

Designated Points of Contact:

1. James Overton, SJCUD Project Manager, joverton@sjcfl.us
2. Sharon Haluska, SJC Purchasing Dept. (904) 209-0156 at 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.

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

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

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

BY: _____
Deputy Clerk



St. Johns County Board of County Commissioners

Purchasing Division

June 13, 2014

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-98 Sunset Park Water Main Replacement

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

Questions

1. QUESTION: What is the construction estimate?
RESPONSE: *The opinion of probable construction cost is \$500,000.*
2. QUESTION: What is the estimated start and completion dates?
RESPONSE: *It is estimated that construction shall commence in September 2014 and substantial completion would be February 2015 (150 days from NTP to Substantial Completion).*
3. QUESTION: Is a Geotechnical Report available for this project?
RESPONSE: *No soil borings have been performed for this project. According to the USDA Soil Survey Maps (attached), the majority of the soils vary from poorly drained Myakka fine sand in the lower depressional areas to Pomello, Paola, and Palm Beach fine sands, which are moderately to excessively well drained soils in higher areas. In average to above average monthly rainfall totals it is likely that dewatering will be required if the contractor chooses to install the pipe via open cut. It is anticipated that the area along the streets running east-west between Rosewood St. and Flamingo St. will require dewatering during construction.*

SJCUD does not expect a significant amount of unsuitable material to be encountered during construction. It will be the responsibility of the Contractor to dispose of unsuitable material and replace with A-3 fill material per the specifications. If a substantial volume of unsuitable material is encountered in excess of 100 CY (approximately 2% of the excavated area), the Contractor shall notify SJCUD immediately. Pricing for removal and replacement shall be based upon a unit price agreed upon by both parties.

Changes/Additions/Clarifications

4. **Revise Drawing No. 2, Job Specific Requirements for Sunset Park, Note 6.** Water services may be installed using a missile/piercing tool and compressed air in lieu of drilling.
5. **Revise Drawing No. 4C.** The 8" water main from the tap at Kalli Creek Lane to Flamingo Street is shown as open cut or directional drill (HDD). Please note that HDD will be required to avoid removal of trees and vegetation that provide a buffer between Marsh Creek and Sunset Park. It was mentioned that the drill rig will need to be set up on Kalli Creek Lane for the HDD and the pavement will likely be damaged during construction. The Contractor shall either take preventative measures to maintain the integrity of the pavement (i.e. build up the shoulder) or plan on replacing a 10'x50' section of asphalt pavement. The Contractor shall have an appropriate MOT in place and maintain the flow of traffic on Kalli Creek Lane.
6. **Revise Drawing No. 4H.** The drawings show the open cut crossing Floridian Ave near A1A as 10-ft in width. Please note the Contractor will be required to saw cut the asphalt pavement up to 100-ft (50-ft on each side) in width and overlay with asphalt per SJC Public Works Department standards.
7. Please note the intended sequencing of construction on Drawing No. 2, Job Specific Requirements for Sunset Park, Note 9. There are existing services on Sunset Dr located between Rosewood Ave and A1A, which will require temporary service until the new 8" water main is completed to facilitate the final water services shown on the drawings.
8. County and FDOT Utility/Right-of-Way permits are required prior to the start of construction. SJCUD will assist in obtaining the permits and no fees are required. SJCUD will submit the applications upon the selection of a Contractor and intends on obtaining the permits prior to the Notice to Proceed. If there is a delay in obtaining the permits, which results in a construction delay, SJCUD will grant the Contractor the difference in additional time required.
9. Please note that topographic survey was not performed on the north side of Seashore Ave, Biscayne Ave, and Seabreeze Ave where the proposed water main is shown. Only driveways and culverts have been added in these areas from aerial photographs. Based on the location of the existing galvanized water main on the south side of the road, it was decided to place the proposed water main on the opposite side of the road to maintain service on the existing main while construction of the new main takes place. It appears based on site visits that the proposed location of the new water main should not be in conflict with any existing facilities. However, some buried telephone lines are within the vicinity of the proposed water main on Seabreeze Ave. Field adjustments may be necessary to avoid conflicts with any existing facilities at no additional cost to the owner. In the event that major changes to the plans are required, the Contractor shall notify SJCUD immediately.
10. Per the specifications, surface restoration shall include repair of driveways, culverts, mailboxes, replanting of landscaped areas, sodding, seeding, and any other restoration required to return the disturbed area to its existing condition or better. Since this project will be in an existing subdivision, it is of great importance that the Contractor maintains a clean project site. The Contractor shall restore the site in a timely manner, so as not to inconvenience the residents.

THE BID DUE DATE IS: Wednesday, July 9, 2014 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

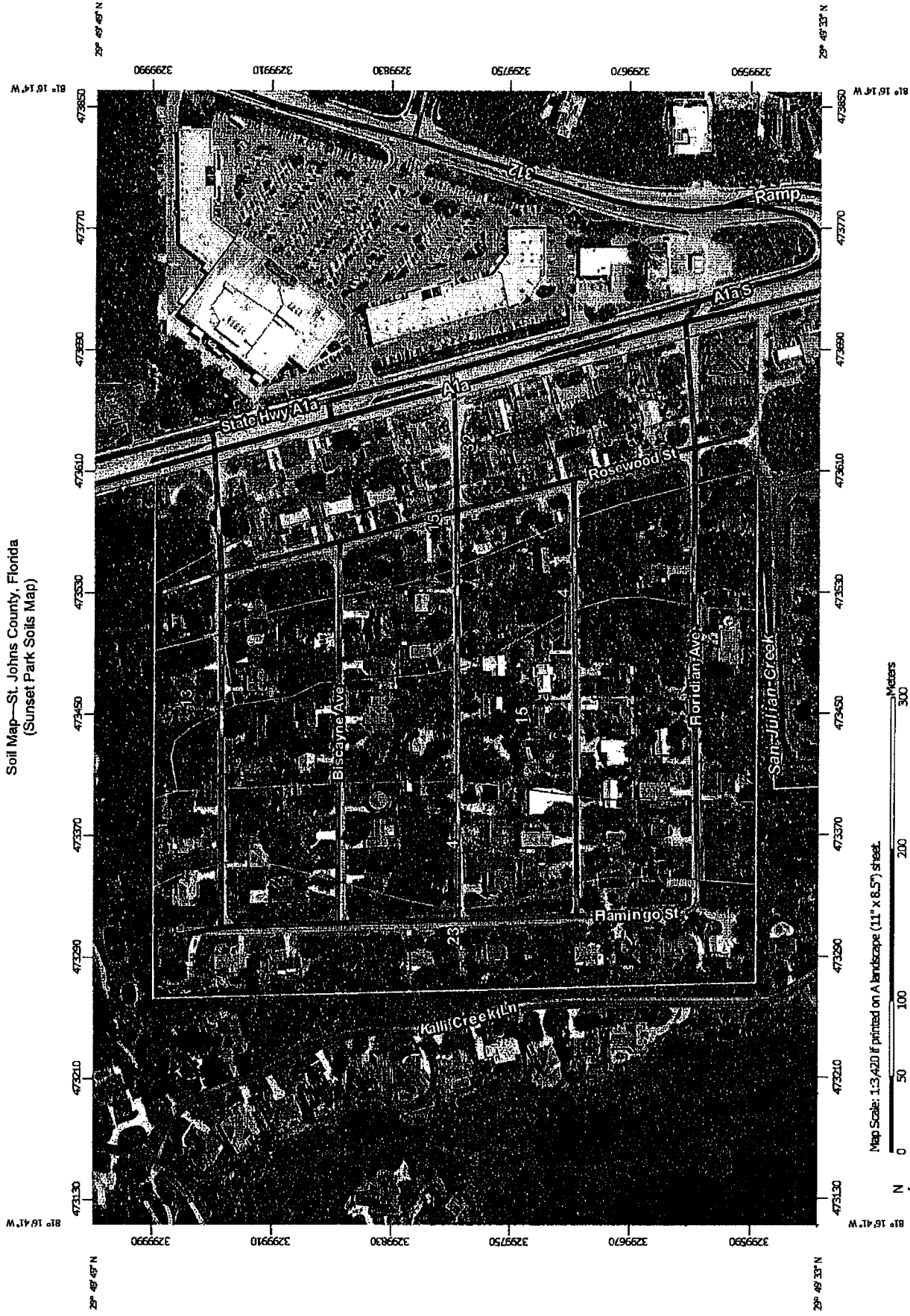
Printed Name and Title

Company Name (Print)

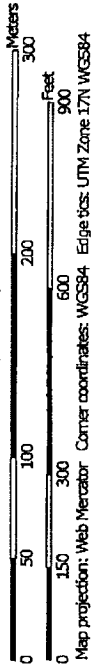
Attachments:
USDA Soil Map

END OF ADDENDUM #1

Soil Map—St. Johns County, Florida
(Sunset Park Soils Map)



Map Scale: 1:3,420 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

	Area of Interest (AOI)		Spot Area
	Soils		Stony Spot
	Soil Map Unit Polygons		Very Stony Spot
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Special Point Features		Special Line Features
	Blowout		
	Borrow Pit		
	Clay Spot		
	Closed Depression		
	Gravel Pit		
	Gravelly Spot		
	Landfill		
	Lava Flow		
	Marsh or swamp		
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		
			Streams and Canals
			Transportation
			Rails
			Interstate Highways
			US Routes
			Major Roads
			Local Roads
			Background
			Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Johns County, Florida
Survey Area Data: Version 10, Dec 4, 2013

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 8, 2010—Mar 15, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

St. Johns County, Florida (FL109)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Myakka fine sand, depressional	11.8	30.3%
13	St. Johns fine sand	0.8	2.1%
15	Pomello fine sand, 0 to 5 percent slopes	13.8	35.4%
23	Paola fine sand, 0 to 8 percent slopes	7.0	18.0%
32	Palm Beach sand, 0 to 5 percent slopes	5.5	14.2%
Totals for Area of Interest		39.0	100.0%



St. Johns County Board of County Commissioners

Purchasing Division

June 26, 2014

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-98 Sunset Park Water Main Replacement

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

Questions

1. QUESTION: Is fusible PVC acceptable in lieu of HDPE?
RESPONSE: *Fusible PVC pipe is not acceptable for this project.*
2. QUESTION: If fusible PVC is not acceptable, are electrofusion service saddles acceptable for use at services?
RESPONSE: *Electrofusion service saddles are not acceptable for this project. The Contractor will be permitted to use SJCUD approved Ford FCP202 service saddles for water services on the HDPE water main.*
3. QUESTION: Are there any Geological Soil Borings?
RESPONSE: *No soil borings are available for the project. Please refer to Addendum #1, Response #3 for information provided on the USDA soil types.*
4. QUESTION: Where plans show to open cut the road, after asphalt repair are you requiring the road to be milled & overlay?
RESPONSE: *Please refer to Addendum #1, Response #6 for the answer to this question.*
5. QUESTION: Can you provide a driveway replacement detail?
RESPONSE: *All driveways shall be repaired to their existing condition or better. A detail was not provided because driveway materials vary from pavers, concrete, asphalt, limerock, gravel, dirt, etc. Driveways and subgrade soils shall be compacted to a minimum of 98% maximum dry density of the material in 8" lifts. Concrete driveways shall be a minimum of 6"-thick and*

repairs shall be made to the nearest joint or the full width of the ROW. A minimum 8"-thick limerock base or similar shall be used for paver, asphalt, and limerock driveways.

6. QUESTION: Is a 2" sleeve required for 1" Water Service under existing road?
RESPONSE: No sleeve is required for water services crossing the road. Please note that water services may be installed using a missile/piercing tool and compressed air in lieu of drilling per Addendum #1, Response #4.
7. QUESTION: In section 01070 it says an initial schedule is required at "time of bid" can this be changed to "Apparent Low Bidder upon award of contract"?
RESPONSE: Yes, the initial construction schedule shall be submitted to SJCUD upon the award of the contract.

THE BID DUE DATE IS: Wednesday, July 9, 2014 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #2

BID NO.: 14-98

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

PROJECT: SUNSET PARK WATER MAIN REPLACEMENT

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

DATE SUBMITTED: 6/9/14

BID PROPOSAL OF

General Underground, LLC
FULL LEGAL COMPANY NAME

7650 NW 50th St. Chiefland, FL 32626 352-493-7782
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 construction of the Sunset Park Water Main Replacement 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 quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Construction of Sunset Park Water Main Replacement as per plans and specifications.

\$ 384,755.94
Total Lump Sum Price (Numerical)

Three hundred Eighty Four thousand Seven hundred Fifty Five /100 Dollars and 94/100 cts.
(Amount written or typed in words)

TESTING & PERMITTING ALLOWANCE: Miscellaneous testing (i.e soil density) and permitting (i.e. ROW/Utility permits).

\$ 5,000.00
Estimated Unit Price (Numerical)

Five-Thousand Dollars ----- & XX/100 Dollars
(Amount written or typed in words)

TOTAL BID: Base Bid + Testing & Permitting Allowance for Sunset Park Water Main Replacement.

\$ 389,755.94
Total Lump Sum Price (Numerical)

three hundred eighty nine thousand seven hundred fifty five dollars 94 cents /100 Dollars
(Amount written or typed in words)

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

Time of Substantial Completion to be **One-Hundred Fifty (150)** 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.: 6/13/14 Date Received:

No.: 6/26/14 Date Received:

No.: _____ Date Received:

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

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

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

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within **One-Hundred Fifty (150)** consecutive calendar 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 complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less

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

CORPORATE/COMPANY

Full Legal Company Name: General Underground, LLC (Seal)

By: Chris Brown Managing Member
(Name & Title typed or printed)

By: Ernest Brown Managing Member
(Name & Title typed or printed)

Address: 7650 NW 50th St. Chiefland, FL 32626

Telephone No.: (352) 493-7782 Fax No.: (352) 493-7785

Email Address for Authorized Company Representative: chris.brown@generalunderground.com

Federal I.D. Tax Number: 20-5668413 DUNS #: 008-667857

INDIVIDUAL

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

Address: _____

Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - Certificate of Compliance with Florida Trench Safety Act
 - "E" - License/Certification List
 - "F" - Certification of Previous Experience/Qualifications
 - "G" - Unit Price List
- 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.: 14-98

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 Chris Brown who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 14-98 for Sunset Park Water Main Replacement, in St. Johns County, Florida.

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

General Underground, LLC
(Bidder)
By: Chris Brown
Managing Member
(Title)

Sworn and subscribed to me this 8th day of July, 2014.

~~Notary Public:~~
Signature Sherry Brown
Printed _____



SHERRY L. BROWN
MY COMMISSION # FF 041540
EXPIRES: December 1, 2017
Bonded Thru Budget Notary Services

My commission Expires: _____

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

Bid No.: 14-98

ATTACHMENT "B"

List of Proposed Subcontractors & Major Material/Equipment Suppliers

All subcontractors and major material/equipment suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work. If none enter "N/A".

<u>DIVISION OF WORK or DESCRIPTION/NAME OF EQUIPMENT</u>	<u>NAME AND ADDRESS OF SUBCONTRACTOR or EQUIPMENT VENDOR</u>
MATERIAL	FERGUSON ENTERPRISES, INC. 3501 SW. 13 TH ST. #200 OCALA, FLORIDA 34474
MATERIAL	HD Supply WATERWORKS, LTD. 820 SW 33 RD AVE OCALA, FLORIDA, 34474
Construction VIDEO'S	A&R VIDEO 1110 HOLLOWBROOK LANE Malabar, FLORIDA, 32950

Bid No.: 14-98

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

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


Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Knowl to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Company and that he has been authorized by General Undergrawd 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 8th day of July, 2014, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:



SHERRY L. BROWN
MY COMMISSION # FF 041540
EXPIRES: December 1, 2017
Bonded Thru Budget Notary Services

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

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

GENERAL UNDERGROUND, LLC

Filing Information

Document Number	L06000097134
FEI/EIN Number	205668413
Date Filed	10/04/2006
State	FL
Status	ACTIVE
Effective Date	10/01/2006
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	06/06/2014
Event Effective Date	NONE

Principal Address

7650 NW 50TH ST
CHIEFLAND, FL 32626

Changed: 01/30/2012

Mailing Address

7650 NW 50TH ST
CHIEFLAND, FL 32626

Changed: 01/05/2011

Registered Agent Name & Address

BROWN, CHRIS
7650 NW 50TH STREET
CHIEFLAND, FL 32626

Name Changed: 06/06/2014

Address Changed: 06/06/2014

Authorized Person(s) Detail

Name & Address

Title MGRM

BROWN, ERNEST

2178 SE 20TH AVE.
HOMESTEAD, FL 33035

Title MGR

BROWN, CHRIS
7650 NW 50TH ST
CHIEFLAND, FL 32626

Annual Reports

Report Year	Filed Date
2012	01/30/2012
2013	02/12/2013
2014	01/28/2014

Document Images

<u>06/06/2014 -- CORLCRACHG</u>	View image in PDF format
<u>01/28/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/12/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/30/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/05/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/28/2009 -- LC Amendment</u>	View image in PDF format
<u>01/12/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/04/2008 -- REINSTATEMENT</u>	View image in PDF format
<u>06/23/2008 -- LC Amendment</u>	View image in PDF format
<u>04/16/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/26/2006 -- LC Name Change</u>	View image in PDF format
<u>10/04/2006 -- Florida Limited Liability</u>	View image in PDF format

[Copyright © and Privacy Policies](#)

State of Florida, Department of State

Bid No.: 14-98

ATTACHMENT "D"

Certificate of Compliance with the 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: CB Chris Brown

General Underground LLC
Bidder

6/9/14
Date

CB
Authorized Signature

Bid No.: 14-98

ATTACHMENT "E"

License/Certification List

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

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

License Name	License #	Issuing Agency	Expiration Date
Chris Brown	C GC 1518531	State of Florida	8/31/2016
Ernest Brown	CUC 057186	State of Florida	8/31/2014
Ernest Brown	CFC 1427891	State of Florida	8/31/2014

10:37:32 AM 7/8/2014

Licensee Details

Licensee Information

Name: **BROWN, CHRISTOPHER (Primary Name)**
GENERAL UNDERGROUND LLC (DBA Name)

Main Address: **7650 NW 50TH ST**
CHIEFLAND Florida 32626

County: **LEVY**

License Mailing:

LicenseLocation: **7650 NW 50TH ST**
CHIEFLAND FL 32626

County: **LEVY**

License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1518531**

Status: **Current,Active**

Licensure Date: **04/06/2010**

Expires: **08/31/2016**

Special Qualifications **Qualification Effective**
Construction Business **04/06/2010**

[View Related License Information](#)

[View License Complaint](#)

1940 North Monroe Street, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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10:43:58 AM 7/8/2014

Licensee Details

Licensee Information

Name: **BROWN, ERNEST MARION (Primary Name)**
GENERAL UNDERGROUND LLC (DBA Name)

Main Address: **21050 SW 172 AVE**
MIAMI Florida 33187

County: **DADE**

License Mailing:

LicenseLocation:

License Information

License Type: **Certified Underground Utility and Excavation Contractor**

Rank: **Cert Under**

License Number: **CUC057186**

Status: **Current,Active**

Licensure Date: **06/07/1999**

Expires: **08/31/2014**

Special Qualifications **Qualification Effective**
Construction Business **08/07/2009**

[View Related License Information](#)

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1940 North Monroe Street, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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10:56:27 AM 7/8/2014

Licensee Details

Licensee Information

Name: **BROWN, ERNEST MARION (Primary Name)**
GENERAL UNDERGROUND LLC (DBA Name)

Main Address: **21050 SW 172ND AVENUE**
MIAMI Florida 33187

County: **DADE**

License Mailing: **21050 SW 172ND AVE**
MIAMI FL 33187

County: **DADE**

LicenseLocation:

License Information

License Type: **Certified Plumbing Contractor**

Rank: **Cert Plumbing**

License Number: **CFC1427891**

Status: **Current,Active**

Licensure Date: **12/16/2008**

Expires: **08/31/2014**

Special Qualifications **Qualification Effective**

Construction Business **08/07/2009**

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Bid No. 14-98 – Sunset Park Water Main Replacement

Company Name: General Underground, LLC

ATTACHMENT "F"
Certification of Previous Experience & Qualifications

1. Name of Project: please see attached "F" exhibit 2pgs
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

2. Name of Project: _____
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

3. Name of Project: _____
Project Description: _____

Owner Name: _____
Contact Name, Title: _____
Phone # & Email Address: _____
Dollar Value of Project: _____
Completion Date of Project: _____

Bidder hereby certifies that the above named company has been in business for five (5) years, is licensed to work in the State of Florida, is a current Certified General or Underground Utility Contractor and has successfully construction the above projects.

By: Chris Brown Managing Member 7-8-14
Print Name & Title Date

CB
Authorized Signature

General Underground LLC.

7650 NW 50 ST
Chiefland, FL 32626
352-493-7782 Office
352-493-7785 Fax
305-498-9433 Cell

Exhibit F

Underway Projects

City of Alachua Annual Directional Boring Contract

Contractor

\$200,000 Maximum Annually

Ongoing

Foreman: Harry Shaddox

City of Alachua,

15100 NW 142 Terr

Alachua, FL 32615

Roland Davis 352-258-8922

386-418-6142

RRTNA Cable Extraction & Recycling Annual

Sub-Contractor

Appox \$40-50,000 Per month

Ongoing

Foreman: Otis Peavy

RRTNA

15235 NE 95th St

Redmond, WA 98052

Joe Wingo 816-896-6390

503-877-0019

City of Deland

2013 Watermain Improvements

Approx 1,042,467.00

Foreman: Chris Brown

Inspector: Rob Harrison 386-804-8437

CB
Chris Brown
7-8-14

Exhibit F

Work Experience/History

Homestead Air Reserve Base (Homestead FL) HDPE installation

Sub-Contractor

Job cost 100,000

Completion date Feb 28, 2014

Contact: Jeff Becker

ADA Station

P.O. Box 3011

Crossville, TN 38557

Islamorada Forcemain Monroe County Florida (Villages of Islamorada)

Sub-contractor

Job cost 750,000

Completion date Jan 30, 2014

Contact :(Ernie) Fountain Engineering

21050 SW 172nd Ave.

Miami, FL 33187

786-255-6626

AT&T P.O. 03082043 Cable placement

Contractor

Job Cost 49,000

Contact AT&T

11930 Airline Dr. Rm 317

Houston, TX 77037

City of Tarpon Springs Water replacement High Street

Contractor

Job Cost 72,150.00

Completion date Dec 31, 2012

Contact City of Tarpon Springs (Cathy Morgan Procurement)

324 East Pine St

Tarpon Springs, FL 34688

727-942-5615

Calusa Campground Sewer Interconnect Key Largo FL

Contractor

Job Cost 300,000

Completion March 2011

Contact Calusa Campground

Maria Padron

786-412-8096

CB
Chris Brown
7-8-14

ATTACHMENT "G"
UNIT PRICES FOR ADJUSTMENT/SCHEDULE OF VALUES

The following unit prices, if approved by the Owner, will be used for adjusting the Contract Price for changes in the work (additions or deletions) in accordance with the provisions of an approved change order and any other modifications of the Contract. Unit prices shall include all labor, materials, equipment, transportation, supervision, insurance cost, bond cost, overhead and profit representing an in-place price for each item. Scope or size of each item not otherwise indicated is as described in the construction specifications and drawings.

	ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE
1	8" WM PVC DR18	LF	\$ 31. ⁰⁰
2	8" WM HDPE DR11 (HDD)	LF	\$ 31. ⁰⁰
3	8" Gate Valve	EA	\$ 1800
4	6" WM PVC DR18	LF	\$ 25. ⁰⁰
5	6" WM HDPE DR11 (HDD)	LF	\$ 25. ⁰⁰
6	6" Gate Valve	EA	\$ 1800. ⁰⁰
7	2" WM HDPE DR9	LF	\$ 15. ⁰⁰
8	Fire Hydrant Assembly (include valve and restrained piping)	EA	\$ 3800. ⁰⁰
9	1" HDPE DR9 Short Services	EA	\$ 1000. ⁰⁰
10	1" HDPE DR9 Long Services	EA	\$ 1000. ⁰⁰
11	1-1/2" HDPE DR9 Long Services (double service)	EA	\$ 1300. ⁰⁰
12	Asphalt Pavement Repair (include 18" subgrade and 12" base)	SY	\$ 200. ⁰⁰
13	Asphalt Overlay (2" thick)	SY	\$ 200. ⁰⁰
14	Concrete Driveway (6" thick)	SY	\$ 200. ⁰⁰
15	Paver Driveway	SF	\$ 35. ⁰⁰
16	#57 Stone	CY	\$ 145. ⁰⁰
17	Sod (St Augustine)	SY	\$ 25. ⁰⁰
18	Seed & Mulch	SY	\$ 15. ⁰⁰

THE AMERICAN INSTITUTE OF ARCHITECTS



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we
7650 NW 50th Street, Chiefland, FL 32626

General Underground, LLC
(Here insert full name and address of legal title of Contractor)

as Principal, hereinafter called the Principal, and
3715 Northside Parkway, NW, Ste. 4-800, Atlanta, GA 30327

American Southern Insurance Company
(Here insert full name and address of Surety)

a corporation duly organized under the laws of the State of **Kansas**

as Surety, hereinafter called the Surety, are held & firmly bound unto
500 San Sebastian View, St. Augustine, FL 32084

St. Johns County Utility Department
(Here insert full name or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Not to exceed 5% of total amount bid** Dollars

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for **Sunset Park Water Main Replacement**
(Here insert full name, address and description of pr

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of July 20 14

General Underground, LLC

Witness

BY: _____
(Principal) (Seal)

Christopher Brown, Managing Member
(Printed Name & Title)
American Southern Insurance Company

Witness

BY: _____
(Surety) (Seal)

Peter A. Kessler, Attorney-in-Fact and Licensed Florida Resident Agent
(Printed Name & Title)

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

Corporate Headquarters: 3715 Northside Parkway, NW
STE4-800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Peter A. Kessler, of Jacksonville, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship including consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million Dollars).


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 25TH day of July, 2013:

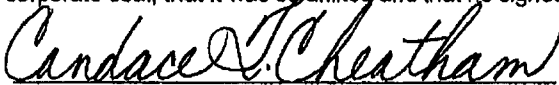
Attest:


Gail A. Lee, Secretary

American Southern Insurance Company

By: 
Scott G. Thompson, President

On this 25th day of July, 2013, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

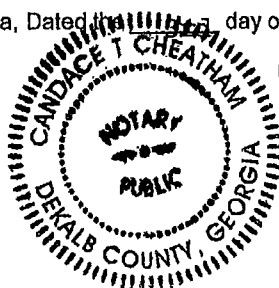

Candace T. Cheatham
Notary Public, State of Georgia
My Commission Expires December 7, 2017

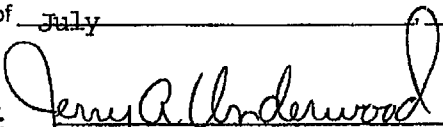
STATE OF GEORGIA NOTARY SEAL:

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated this 25 day of July, 2014.

Number: 73378




Jerry A. Underwood
Vice President - Surety



St. Johns County Board of County Commissi

Purchasing

June 26, 2014

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-98 Sunset Park Water Main Replacement

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

Questions

1. QUESTION: Is fusible PVC acceptable in lieu of HDPE?
RESPONSE: *Fusible PVC pipe is not acceptable for this project.*
2. QUESTION: If fusible PVC is not acceptable, are electrofusion service saddles acceptable at services?
RESPONSE: *Electrofusion service saddles are not acceptable for this project. The Co will be permitted to use SJCD approved Ford FCP202 service saddles for water service on the HDPE water main.*
3. QUESTION: Are there any Geological Soil Borings?
RESPONSE: *No soil borings are available for the project. Please refer to Addendum Response #3 for information provided on the USDA soil types.*
4. QUESTION: Where plans show to open cut the road, after asphalt repair are you requiring road to be milled & overlay?
RESPONSE: *Please refer to Addendum #1, Response #6 for the answer to this question*
5. QUESTION: Can you provide a driveway replacement detail?
RESPONSE: *All driveways shall be repaired to their existing condition or better. A detail is not provided because driveway materials vary from pavers, concrete, asphalt, limestone, dirt, etc. Driveways and subgrade soils shall be compacted to a minimum of 98% maximum dry density of the material in 8" lifts. Concrete driveways shall be a minimum of 6"-thick.*

500 San Sebastian Vico, St. Augustine, FL 32084 P: 904.209.0150 F: 904.209.0151

www

repairs shall be made to the nearest joint or the full width of the ROW. A minimum limerock base or similar shall be used for paver, asphalt, and limerock driveways.

6. QUESTION: Is a 2" sleeve required for 1" Water Service under existing road?
RESPONSE: *No sleeve is required for water services crossing the road. Please note the services may be installed using a missile/piercing tool and compressed air in lieu of drill*
Addendum #1, Response #4.
7. QUESTION: In section 01070 it says an initial schedule is required at "time of bid" can be changed to "Apparent Low Bidder upon award of contract"?
RESPONSE: *Yes, the initial construction schedule shall be submitted to SJCLD upon award of the contract.*

THE BID DUE DATE IS: Wednesday, July 9, 2014 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Chris Brown VP member
Printed Name and Title

General Underground, LLC
Company Name (Print)

Sharon L. Haluska
Contract Administrator
Purchasing Department

END OF ADDENDUM #2



St. Johns County Board of County Commission

June 13, 2014

June 13, 2014

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No.: 14-08 Sunset Park Water Main Replacement

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

Questions

1. **QUESTION:** What is the construction estimate?
RESPONSE: *The opinion of probable construction cost is \$500,000.*
2. **QUESTION:** What is the estimated start and completion dates?
RESPONSE: *It is estimated that construction shall commence in September 26 substantial completion would be February 2015 (150 days from NTP to Sub Completion).*
3. **QUESTION:** Is a Geotechnical Report available for this project?
RESPONSE: *No soil borings have been performed for this project. According to the Soil Survey Maps (attached), the majority of the soils vary from poorly drained Myak sand in the lower depressional areas to Pomello, Paola, and Palm Beach fine sands, w moderately to excessively well drained soils in higher areas. In average to above monthly rainfall totals it is likely that dewatering will be required if the contractor ch install the pipe via open cut. It is anticipated that the area along the streets running a between Rosewood St. and Flamingo St. will require dewatering during construction.*

SJCUD does not expect a significant amount of unsuitable material to be encountered construction. It will be the responsibility of the Contractor to dispose of unsuitable and replace with A-3 fill material per the specifications. If a substantial volume of un material is encountered in excess of 100 CY (approximately 2% of the excavated ar Contractor shall notify SJCUD immediately. Pricing for removal and replacement .

based upon a unit price agreed upon by both parties.

.....

Changes/Additions/Clarifications

4. **Revise Drawing No. 2, Job Specific Requirements for Sunset Park, Note 6.** Water may be installed using a missile/piercing tool and compressed air in lieu of drilling.
5. **Revise Drawing No. 4C.** The 8" water main from the tap at Kalli Creek Lane to Flaming is shown as open cut or directional drill (HDD). Please note that HDD will be required removal of trees and vegetation that provide a buffer between Marsh Creek and Sunset was mentioned that the drill rig will need to be set up on Kalli Creek Lane for the HDD pavement will likely be damaged during construction. The Contractor shall eith preventative measures to maintain the integrity of the pavement (i.e. build up the shop plan on replacing a 10'x50' section of asphalt pavement). The Contractor shall l appropriate MOT in place and maintain the flow of traffic on Kalli Creek Lane.
6. **Revise Drawing No. 4H.** The drawings show the open cut crossing Floridian Ave near 10-ft in width. Please note the Contractor will be required to saw cut the asphalt paveme 100-ft (50-ft on each side) in width and overlay with asphalt per SJC' Public Works De standards.
7. Please note the intended sequencing of construction on Drawing No. 2, Job Requirements for Sunset Park, Note 9. There are existing services on Sunset Dr located Rosewood Ave and A1A, which will require temporary service until the new 8" water completed to facilitate the final water services shown on the drawings.
8. County and FDOT Utility/Right-of-Way permits are required prior to the start of cons SJCUD will assist in obtaining the permits and no fees are required. SJCUD will sut applications upon the selection of a Contractor and intends on obtaining the permits prie Notice to Proceed. If there is a delay in obtaining the permits, which results in a cons delay, SJCUD will grant the Contractor the difference in additional time required.
9. Please note that topographic survey was not performed on the north side of Seaside Biscayne Ave, and Seabreeze Ave where the proposed water main is shown. Only drivew culverts have been added in these areas from aerial photographs. Based on the locatio existing galvanized water main on the south side of the road, it was decided to place the p water main on the opposite side of the road to maintain service on the existing mai construction of the new main takes place. It appears based on site visits that the p location of the new water main should not be in conflict with any existing facilities. If

location of the new water main should not be in conflict with any existing facilities. If some buried telephone lines are within the vicinity of the proposed water main on Seabree Field adjustments may be necessary to avoid conflicts with any existing facilities at no additional cost to the owner. In the event that major changes to the plans are required, the Contractor notify SICHD immediately.

10. Per the specifications, surface restoration shall include repair of driveways, culverts, the replanting of landscaped areas, sodding, seeding, and any other restoration required to re-disturb area to its existing condition or better. Since this project will be in an subdivision, it is of great importance that the Contractor maintains a clean project site. Contractor shall restore the site in a timely manner, so as not to inconvenience the resident.

THE BID DUE DATE IS: Wednesday, July 9, 2014 at 2:00 P.M.

Acknowledgment

Sincerely,

CB 7/8/14
Signature and Date

Sharon L. Haluska
Contract Administrator
Purchasing Department

Chris Brown VP (Member)
Printed Name and Title

General Underground, LLC
Company Name (Print)

Attachments:

USDA Soil Map

END OF ADDENDUM #1

General Underground, LLC

7650 NW 50 th ST

Chiefland, FL 32626

July 14, 2014

Sharon Haluska

St. Johns County Purchasing

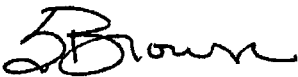
500 San Sebastian View

St. Augustine, FL 32084

Hello,

Attached you will find addendum's 1 & 2 signed and a copy for each bid submittal. I also electronically submitted these via email as directed I replied to all. If you require additional information please let me know.

Thank you kindly,



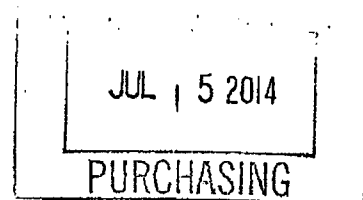
Sherry

General Underground, LLC

305-505-1519

352-493-7782 office

mssbrown@gmail.com



DRAFT

**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 General Underground, LLC, 7650 NW 50th Street, Chiefland, FL 32626 (p) (352) 493-7782 (f) (352) 493-7783 hereinafter referred to as the "Contractor") under seal for Construction of Bid No. 14-98 – Sunset Park Water Main Replacement 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 and 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 installation of a new potable water system in an existing subdivision known as Sunset Park in St. Johns County. Work includes installation of water main, services, fittings, fire hydrants, surface restoration, erosion and sedimentation control, sampling, testing, and as-built drawings. Installation of the water system shall be open cut or directional drill as shown on the Sunset Park Water Main Replacement Plans prepared by ETM, either method will be acceptable in areas not specified on the drawings. The Contractor shall coordinate all work with other contractors working in this area, as well as, coordination as needed with SJCUD. All work shall be performed in accordance with all project plans and specifications.

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 One Hundred & Fifty (150) 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 \$ 715.00 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 \$Three Hundred Eighty-Nine Thousand Seven Hundred & Fifty-Five & 94/Cents (\$389,755.94). The sum set forth in the Paragraph 4.1 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Agreement.

ARTICLE V PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

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

5.2 Payment Procedure

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

5.2.2 Progress Payments - On or before the fifteen (15) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment based upon the amount of work done or completed. All partial estimates and payments shall be subject to correction when submitted. Based upon the Contractor's Applications for Payment submitted to the Project Director and upon Certificates for Payment subsequently issued to the Owner by the Project Director, payments will be made in accordance with the Local Government Prompt Payment Act.

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

in accordance with Section 255.078 of the Florida Statutes:

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

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

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

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

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

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

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

5.3 Withheld Payment

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

- a) defective Work not remedied by the Contractor and, in the opinion of the Owner, not likely to be remedied by the Contractor;
- b) claims of third parties against the Owner or the Owner's property;
- c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
- e) evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
- f) persistent failure to carry out the Work in accordance with the Contract;
- g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

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

5.4 Unexcused Failure to Pay

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

5.5 Substantial Completion

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

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

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Agreement and this Agreement has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the

Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefore by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sum's due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

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

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

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

ARTICLE VI THE OWNER

6.1 Information, Services and Things Required from Owner

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

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

6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner

\$25.00 per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

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

6.3 Owner's Right to Perform Work

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

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

ARTICLE VII THE CONTRACTOR

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

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

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

7.4. Warranty

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

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

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory

personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

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

Name	Function
_____	_____
_____	_____
_____	_____

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

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

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

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

7.9 Product Data and Samples

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

7.10 Cleaning the Site and the Project

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

7.11 Access to Work

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

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, employees and officials from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, noted in either the Scope of Work, or the Contract Documents, that are referenced and considered a part of this Agreement. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting therefrom or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

7.13 Safety

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

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

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 Project Director

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

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

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

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

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

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

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

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

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

8.2 Claims by the Contractor

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

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

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

10.6 Notice to Surety; Consent

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

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this 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 of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this 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'.** 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 \$300,000 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 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 14-98 – Sunset Park Water Main Replacement

Owner
St. Johns County (Seal)

Contractor
General Underground, LLC (Seal)

(Typed Name)

(Typed Name)

By: _____

By _____

Signature

Signature

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: _____